

Hanford Elementary School District

REGULAR BOARD MEETING AGENDA

Wednesday, April 10, 2019

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# 19-17 CDS

Case# 19-18 CDS

Case# 19-19 CDS

Case# 19-20 CDS

Case# 19-21 Roosevelt

Case# 19-22 Roosevelt

- **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 22, 2019 and March 29, 2019.
- b) Approve minutes of Regular Board Meeting held on March 27, 2019.
- c) Approve donation of \$800.00 from Iron Mountain Films, Inc. (Jefferson)
- d) Approve donation of \$3,500.00 from Martin Luther King Parent Teacher Club.
- e) Approve donation of \$800.00 from Iron Mountain Films, Inc. (JFK)

- *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 executive summary – Wellness Policy (McConnell)
- b) Receive for information the update on District's bond program (Endo)
- c) Receive for information the District's Initial Proposal for a Successor Agreement between HESD and Hanford Elementary Teacher Association (HETA)
- d) Receive for information HETA's Initial Proposal for a Successor Agreement between HESD and HETA

4. BOARD POLICIES AND ADMINISTRATION

- a) Consider approval of the Memorandum of Understanding with Big Smiles of California (McConnell)
- b) Consider approval of the Memorandum of Understanding with Teresa A. Jaquez, LMFT (McConnell)
- c) Consider approval of the agreement with consulting services from aha! Process, Inc. (Johnston)
- d) Consider approval of the following revised Administrative Regulation: (Endo)
 - AR 3230 – Federal Grant Funds
- e) Consider approval of the following revised Board Policy and Administrative Regulation: (Endo)
 - BP/AR 3551 – Food Service Operations/Cafeteria Fund
- f) Consider approval of the following revised Board Policy and Administrative Regulation: (Endo)
 - BP/AR 3553 – Free and Reduced Meals
- g) Consider approval of the following deleted Board Policy: (Rubalcava)
 - BP 6161.3 – Toxic Art Supplies
- h) Consider approval of the following revised Board Policy and Administrative Regulation: (Strickland)
 - BP/AR 5111 – Admission
- i) Consider approval of the following revised Board Policy and Administrative Regulation: (Strickland)
 - BP/AR 5111.1 – District Residency
- j) Consider approval of the following revised Board Policy and Administrative Regulation: (Strickland)
 - BP/AR 5125 – Student Records

5. PERSONNEL (Martinez)

- a) Employment
 - Certificated, effective 8/8/19
 - Madison Pollard, Teacher, Probationary
 - Elizabeth Sanchez, Teacher, Probationary
 - Classified
 - Brandon Dial, Account Technician III – 8.0 hrs., Food Services, effective 4/8/19
 - Temporary Employees/Substitutes
 - Meriah DeBem, Substitute READY Program Tutor, effective 3/28/19
 - Elijah Ruiz-Davis, Substitute Yard Supervisor, effective 3/28/19
 - Michael Thompson, Substitute Yard Supervisor, effective 3/19/19

- b) Employment and Certification of Temporary Athletic Team Coaches Pursuant to Title 5 CCR 5594
- Sonja Bursiaga, Girls Track Coach, Lincoln, effective 3/22/19 to 5/2/19
 - George Cleary, Boys/Girls Softball Coach, Jefferson, effective 3/12/19 to 5/15/19
 - Julius Rojas, Boys Track Coach, Lincoln, effective 2/25/19 to 5/2/19
- c) Resignations
- Alix Carranza, Substitute Custodian II, effective 12/19/18
 - Anthony Carrillo, Principal, Roosevelt, effective 6/14/19
 - William "Chris" Chambers, Custodian II – 8.0 hrs., Roosevelt, effective 4/29/19
 - Emma Champlin, Substitute READY Program Tutor and Yard Supervisor, Simas, effective 6/7/19
 - Deborah Lupton, Substitute Account Clerk I, effective 2/14/19
 - Jayde Johnson, READY Program Tutor – 4.5 hrs., Simas, effective 6/7/19
 - Melody Lee, Instructional Coach – ELA, Curriculum, Instruction and Professional Development, effective 6/7/19
 - Crystal Santos, READY Program Tutor – 4.5 hrs., Roosevelt, effective 6/7/19
- d) Temporary Transfer/More Hours
- Alma Piña, from Food Service Worker I – 3.0 hrs., Lincoln to 3.5 hrs., King, effective 3/18/19 to 4/30/19
- e) Volunteers
- | <u>Name</u> | <u>School</u> |
|-----------------------------------|------------------------|
| Jennifer Wittus (HESD Employee) | Jefferson |
| William Kunz | Monroe |
| Alma Rios Castro | Monroe |
| Joaquin Castillo | Simas |
| Michael Hernandez (HESD Employee) | Simas |
| Douglas Miller | Simas |
| Leopoldo Quezada | Simas |
| Claudia Cardenas | Washington |
| Kerry Pierotte (HESD Employee) | Washington |
| Manuel Gonzales | Jefferson/Monroe/Simas |

6. FINANCIAL (Endo)

- a) Consider approval of the Comprehensive Maintenance Plan
- b) Consider approval of the updated financial advisor contract

ADJOURN MEETING

HANFORD ELEMENTARY SCHOOL DISTRICT
AGENDA REQUEST FORM

TO: Joy Gabler
FROM: Jay Strickland
DATE: April 1, 2019

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

Date you wish to have your item considered: April 10, 2019

ITEM: Administrative Panel Recommendations

PURPOSE:

Case# 19-17 CDS

Case# 19-18 CDS

Case# 19-19 CDS

Case# 19-20 CDS

Case# 19-21 Roosevelt

Case# 19-22 Roosevelt

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 04/01/2019

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 04/10/2019

ITEM:

Consider approval of warrants.

PURPOSE:

The administration is requesting the approval of the warrants as listed on the registers dated: 03/22/19 and 03/29/19.

FISCAL IMPACT:

See attached.

RECOMMENDATIONS:

Approve the warrants.

Warrant Register For Warrants

Dated 03/22/2019

Warrant Number	Vendor Number	Vendor Name	Amount
12604026	7255	ACER SERVICE CORPORATION Warehouse	\$440.48
12604027	2778	AHA PROCESS INC. Books	\$181.00
12604028	6431	AMAZON.COM Instl Matls/Allowance/Office Supplies	\$9,190.30
12604029	6253	AT&T Telephone	\$79.61
12604030	6628	AWESOME CHARTERS AND TOURS LLC Transportation	\$3,330.00
12604031	3258	BANK OF AMERICA Travel & Conf	\$2,570.36
12604032	6112	JENNIFER BAYS Instl Matls	\$67.57
12604033	7340	BLACKWELDER MANAGEMENT SOLUTIONS Training Matls	\$2,275.00
12604034	6658	BRICKS4KIDZ Inst'l Consultant	\$600.00
12604035	3146	ANTHONY CARRILLO Litigation	\$34.00
12604036	1667	CDW GOVERNMENT INC. Equipment/Technology	\$57,129.85
12604037	304	NICK CHAMPI ENTERPRISES INC. Repairs	\$805.67
12604038	4886	GEORGE CLEARY Other Services	\$14.95
12604039	6615	COOLE SCHOOL INC. Instl Matls	\$512.75
12604040	6957	SARA CRISP Litigation	\$17.00
12604041	3200	CROWN AWARDS Instl Matls	\$1,826.95
12604042	2560	CRUSHA ELECTRIC MOTOR Maintenance Supplies	\$187.69
12604043	4994	DEPARTMENT OF GENERAL SERVICES Buildings & Improvements	\$3,547.63
12604044	4512	DIV. OF STATE ARCHITECT Buildings & Improvements	\$23,206.31
12604045	486	KENNY EGGERT Instl Matls	\$54.54
12604046	7348	EMMA'S BRIDAL Instl Matls	\$270.00
12604047	3682	FASTENAL Maintenance Supplies	\$3.23
12604048	7350	FIRST BAPTIST CHURCH Rentals	\$509.80
12604049	6232	FOLLETT LIBRARY RESOURCES Books/eBooks	\$4,133.76
12604050	5916	MELANIE GALLAHER Travel & Conf	\$34.00
12604051	1393	GAS COMPANY Gas	\$2,327.37
12604052	3305	GILBERT ELECTRIC COMPANY Repairs	\$1,100.00
12604053	6273	OLIVIA GONSALVES Reissue Reimbursement	\$171.25
12604054	5644	GOTTSCHALK MUSIC CENTER Repairs	\$180.00
12604055	620	GRISWOLD LASALLE COBB DOWD Legal	\$3,631.14
12604056	1902	HANDWRITING WITHOUT TEARS Instl Matls	\$117.98
12604057	7281	HERBERT L FLAKE CO. Maintenance Supplies	\$89.08
12604058	7228	SAMANTHA HERNANDEZ Homeless Needs	\$102.49
12604059	3015	INSECT LORE Instl Matls	\$126.56
12604060	7175	iREPAIR Repairs	\$120.00
12604061	5913	JAMI JENKINS Travel & Conf	\$34.00
12604062	2062	JOHN'S INCREDIBLE PIZZA Field Trip	\$867.86
12604063	5990	KELLER FORD Equipment Replacement	\$36,918.84
12604064	3760	KINGS COUNTY AIR Repairs	\$10,622.00
12604065	3494	KINGS COUNTY BOWL Field Trip	\$581.00
12604066	3962	KINGS COUNTY GLASS Repairs	\$161.27
12604067	796	KINGS COUNTY OFFICE OF ED Other Services	\$5,098.43
12604068	820	SHEILA E KURTZ READY Supplies	\$31.00
12604069	3719	FLORITA MAGALLON Rewards	\$29.02
12604070	7066	AMANDA MARTIN Travel & Conf	\$34.00
12604071	1004	MORRISON'S SILKSCREEN Instl Matls	\$614.01
12604072	1058	OFFICE DEPOT Office Supplies	\$703.69
12604073	7203	PARADIGM HEALTHCARE SERVICES LLC. Other Services	\$313.66

Warrant Register For Warrants

Dated 03/22/2019

Warrant Number	Vendor Number	Vendor Name	Amount
12604074	4088	ESTHER PHELPS Instl Matls/Parent Inv	\$191.18
12604075	6674	PHYSIUS PHYSICAL THERAPY & WELLNESS Other Services	\$100.00
12604076	1204	SHARON RAMSEIER-WILLIAMS Inst'l Consultant	\$1,042.17
12604077	5558	ROSA BROTHERS MILK COMPANY Field Trip	\$250.00
12604078	6500	SAN JUAN BAUTISTA STATE HISTORIC PARK Study Trip	\$150.00
12604079	1303	SAVE MART SUPERMARKETS Parent Inv Supplies	\$52.63
12604080	3168	SCHOOLWORKS INC. Other Services	\$3,000.00
12604081	3743	SHRED-IT USA – FRESNO Shred Services	\$262.70
12604082	1374	SMART & FINAL STORES (HFD DO) Parent Inv Supplies	\$182.29
12604083	1392	SOUTHERN CALIFORNIA EDISON CO. Electricity	\$31,522.21
12604084	2031	SOUTHWEST SCH & OFFICE SUPPLY Warehouse	\$81.56
12604085	7122	SQUARED AWAY GRAPHICS Instl Matls	\$243.79
12604086	1403	STANISLAUS FOUNDATION – DENTAL Other Services	\$20,940.82
12604087	5622	JOANNA STONE Mileage	\$160.43
12604088	2188	SUPPLYWORKS Custodial Supplies	\$525.93
12604089	7320	THINKING COLLABORATIVE LLC Books	\$33.00
12604090	7347	NICK TOKMAN Inst'l Consultant	\$1,825.00
12604091	1508	U.S. POSTAL SERVICE (CMRS-FP) Postage	\$4,000.00
12604092	5915	STEFANIE UMSCHIED Travel & Conf	\$34.00
12604093	2653	VALLEY OXYGEN Maintenance Supplies	\$128.25
Total Amount of All Warrants:			\$239,723.06

Credit Card Register For Payments

Dated 03/22/2019

Document Number	Vendor Number	Vendor Name	Amount
14025488	3599	4IMPRINT INC Instl Matls	\$691.02
14025489	149	BLICK ART MATERIALS Instl Matls	\$568.32
14025490	176	BSN SPORTS Athletic Supplies	\$1,652.65
14025491	179	BUDDY'S TROPHY SUPPLY Instl Matls	\$341.86
14025492	5184	DRISKELL'S APPLIANCE Refrigerator	\$512.66
14025493	509	EWING IRRIGATION PRODUCTS Grounds Supplies	\$375.92
14025494	2461	GAMETIME Equipment	\$1,003.31
14025495	652	HANFORD SENTINEL Other Services	\$675.41
14025496	806	KINGS COUNTY TROPHY Instl Matls	\$57.92
14025497	831	LAKESHORE LEARNING MATERIALS Instl Matls	\$632.88
14025498	4276	LEARNING A-Z Software License	\$638.13
14025499	1071	ORIENTAL TRADING CO. INC. Instl Matls	\$192.62
14025500	1214	REALLY GOOD STUFF Instl Matls	\$40.43
14025501	1278	S & S WORLDWIDE INC. READY Supplies	\$153.96
14025502	1326	SCHOOL SERVICES OF CALIF. INC. Fiscal Matls	\$95.00
14025503	598	WINGFOOT COMMERCIAL TIRE SYS Repairs	\$2,442.69
Total Amount of All Credit Card Payments:			\$10,074.78

Warrant Register For Warrants

Dated 03/29/2019

Warrant Number	Vendor Number	Vendor Name	Amount
12604947	59	AMERIPRIDE UNIFORM SERVICES Laundry/Mop/Mat Services	\$341.47
12604948	7230	ARDENT GENERAL INC Buildings & Improvements	\$422,355.63
12604949	3947	ATKINSON ANDELSON LOYA RUUD & ROMO Legal	\$15,111.08
12604950	150	BLINDS ETC. Repairs	\$75.00
12604951	5796	BOWLERO VISALIA Field Trip	\$4,253.03
12604952	236	STATE OF CALIFORNIA Other Services	\$1,853.00
12604953	6964	CENTRAL VALLEY PRINT SOLUTIONS Printshop Supplies	\$152.30
12604954	331	CLASSIC CHARTER INC. Transportation	\$12,990.50
12604955	344	CMEA TREASURER CENTRAL SECTION Band Matls	\$95.00
12604956	7150	DESIREE DAVIS Travel & Conf	\$17.00
12604957	433	DISCOVERY CENTER Study Trip	\$866.00
12604958	4512	DIV. OF STATE ARCHITECT Buildings & Improvements	\$35,833.34
12604959	5786	DOCUMENT TRACKING SERVICES Software License	\$7,127.00
12604960	6453	FLOWERS BAKING COMPANY Food	\$2,363.40
12604961	528	FOCUS PACKAGING & SUPPLY CO Warehouse	\$83.66
12604962	6232	FOLLETT LIBRARY RESOURCES Books	\$6,972.07
12604963	7317	FORENSIC ANALYTICAL SERVICES INC. Leases	\$2,400.00
12604964	1769	FRESNO PRODUCE Food	\$11,187.70
12604965	1393	GAS COMPANY Gas	\$1,689.16
12604966	7345	GOLD DISCOVERY PARK ASSOCIATION Study Trip	\$1,212.00
12604967	591	GOLD STAR FOODS Food	\$33,434.02
12604968	5644	GOTTSCHALK MUSIC CENTER Band Supplies	\$473.38
12604969	4084	HEIDISONGS Allowance	\$77.56
12604970	5513	HARMINI HERNANDEZ Travel & Conf	\$17.00
12604971	685	HI-LINE Transportation Supplies	\$318.23
12604972	2062	JOHN'S INCREDIBLE PIZZA Field Trip	\$1,306.30
12604973	796	KINGS COUNTY OFFICE OF ED Other Services	\$625.37
12604974	7353	AMANDA LEYVA Travel & Conf	\$17.00
12604975	5219	MICHAL MCWAY Travel & Conf	\$17.00
12604976	1004	MORRISON'S SILKSCREEN Band Supplies	\$1,464.51
12604977	6360	JENNA NESBIT Travel & Conf	\$17.00
12604978	5111	P & R PAPER SUPPLY COMPANY INC Kitchen Supplies	\$6,681.67
12604979	2041	JANINE PARSONS Travel & Conf	\$17.00
12604980	3059	JEANETTE PEARCE Travel & Conf	\$17.00
12604981	1168	PRODUCERS DAIRY PRODUCTS Food	\$14,771.65
12604982	5558	ROSA BROTHERS MILK COMPANY Study Trip	\$410.00
12604983	5558	ROSA BROTHERS MILK COMPANY Study Trip	\$250.00
12604984	6328	SAM ACADEMY Study Trip	\$1,080.00
12604985	1303	SAVE MART SUPERMARKETS Food	\$49.99
12604986	1356	SILVAS OIL COMPANY INC. Fuel	\$1,145.31
12604987	1374	SMART & FINAL STORES (HFD DO) Supplies	\$94.44
12604988	1801	SMART & FINAL STORES (HFD KIT) Food	\$418.09
12604989	1403	STANISLAUS FOUNDATION – DENTAL Other Services	\$12,629.35
12604990	6720	BRIANNA STOKES Travel & Conf	\$17.00
12604991	7127	SUNCO DESIGNS Printed Matls	\$136.21
12604992	1444	SYSCO FOODSERVICES OF MODESTO Food	\$19,798.44
12604993	1466	TERMINIX INTERNATIONAL Pest Control	\$25.00
12604994	2138	THE TREE HOUSE Office Supplies	\$479.55

**Warrant Register For Warrants
Dated 03/29/2019**

Warrant Number	Vendor Number	Vendor Name	Amount
12604995	4522	US AIR CONDITIONING DIST INC. Grounds Supplies	\$1,056.41
12604996	1540	VALLEY CHILDREN'S HOSPITAL Travel & Conf	\$100.00
12604997	6370	VALLEY COYOTES Entry Fees	\$1,500.00
12604998	1558	VERIZON WIRELESS Telephone	\$609.99
12604999	1575	WALMART COMMUNITY RFCSLLC Homeless Needs/READY Supplies	\$1,048.24
12605000	7159	ZACHARY WESTOVER Travel & Conf	\$17.00
12605001	7151	VALERIE WILLIAMS Travel & Conf	\$17.00
12605002	2405	WPS Special Ed Supplies	\$70.79
12605003	7319	YOSEMITE MOUNTAIN Study Trip	\$1,020.00
Total Amount of All Warrants:			\$628,205.84

Credit Card Register For Payments

Dated 03/29/2019

Document Number	Vendor Number	Vendor Name	Amount
14025563	1839	ATLAS PEN & PENCIL CORP. Inst'l Matl's	\$3,238.91
14025564	366	CORWIN PRESS Inst'l Consultant	\$10,000.00
14025565	6073	FIDELITY SAFETY & TRAINING LLC Travel & Conf	\$1,490.00
14025566	539	FRANKLIN COVEY PRODUCTS LLC Office Supplies	\$11.95
14025567	4271	GOLDEN EAGLE CHARTER INC. Transportation	\$7,451.00
14025568	710	HORIZON SOFTWARE INTERNATIONAL Kitchen Services	\$8,455.79
14025569	4276	LEARNING A-Z Software License	\$624.84
14025570	5391	STARFALL EDUCATION Software License	\$270.00
14025571	1547	VALLEY PUBLIC TELEVISION Inst'l Consultant	\$1,500.00
Total Amount of All Credit Card Payments:			\$33,042.49

Hanford Elementary School District
Minutes of the Regular Board Meeting
March 27, 2019

Minutes of the Regular Board Meeting of the Hanford Elementary School District Board of Trustees on March 27, 2019 at the District Office Board Room, 714 N. White Street, Hanford, CA.

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

HESD Managers Present Joy C. Gabler, Superintendent, and the following administrators were present: Kristina Baldwin, Doug Carlton, Debra Colvard, David Endo, Mathew Gamble, Lucy Gomez, Jaime Martinez, Karen McConnell, Gerry Mulligan, Jennifer Pitkin, Julie Pulis, Jill Rubalcava, Cruz Sanchez-Leal and Jay Strickland.

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

- Student Discipline pursuant to Education Code section 48918

Open Session Trustees returned to open session at 6:09 p.m.

Case#19-13, 19-14, 19-15 & 18-35 Trustee Strickland moved to accept the Findings of Fact and expel Case #19-13, #19-14 and #19-15 for the remainder 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 25, 2019. Trustee Strickland moved to revoked readmission for Case #18-35 based upon the student's failure to abide by school and district rules upon return to regular school. Parents may apply for readmission on or after June 7, 2019. Trustee Hernandez seconded; motion carried 5-0:

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

Public Comments None

Board and Staff Comments Superintendent Joy Gabler acknowledged Stacy Johnson who was present. She is the new Curriculum and Professional Development Specialist, Math/Science.

Requests to Address the Board None

Dates to Remember President Revious reviewed dates to remember: Science Olympiad – March 30th; Regular Board Meeting – April 10th.

CONSENT ITEMS

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

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

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

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

The items approved are as follows:

- a) Warrant listings dated March 8, 2019 and March 15, 2019.
- b) Minutes of Regular Board Meeting held on March 13, 2019.
- c) Interdistrict transfers as recommended.
- d) Donation of \$1,640.93 from Jefferson Parent Teacher Club.
- e) Donation of \$10,294.54 from Monroe Parent Teacher Club.

INFORMATION ITEMS

Financial Reports 07/01/18- 02/28/19

David Endo, Chief Business Official, presented for information the monthly financial reports for the period of 7/01/2018-02/28/2019.

Parent Survey 2019

Doug Carlton, Director of Program Development, Assessment & Accountability, presented for information the HESD Parent Survey 2019. He presented a PowerPoint presentation highlighting results from survey. They received 5,123 out of 6,033 surveys provided and they received solid responses from parents.

Trustee Strickland asked after question 14 was reviewed if they anticipate parents want more computers. Doug answered yes. Trustee Strickland then asked if they are losing computers. Doug answered very few. Trustee Strickland then stated they are our customers and it shows everyone is doing their job.

Trustee Garner stated the scores are very impressive. He then asked if this survey was done last year and if it can be compared. Doug answered yes but the difference is very close, only about 1% to 2%. Trustee Strickland asked how many took the survey. Doug answered more than 400 came back. The schools do a good job at getting the surveys back. Trustee Garner asked how many kids are in READY. Doug said about 800. Trustee Strickland asked if there is a waitlist. Doug answered yes. Superintendent Joy Gabler stated this is something that will be brought back to the Board. The expansion of the READY program to benefit HESD parents and students.

LCAP Student Survey 2019

Doug Carlton, Director of Program Development, Assessment & Accountability, presented for information the HESD LCAP Student Survey 2019. He stated this survey helps HESD evaluate programs within the LCAP. Each question and results were reviewed.

- BP 6161.3** Jill Rubalcava, Assistant Superintendent of Curriculum, presented for information the following deleted Board Policy:
- BP 6161.03 – Toxic Art Supplies
- AR 3230** David Endo, Chief Business Official, presented for information the following revised Administrative Regulation:
- AR 3230 – Federal Grant Funds
- BP/AR 3551** David Endo, Chief Business Official, presented for information the following revised Board Policy and Administrative Regulation:
- BP/AR 3551 – Food Service Operations/Cafeteria Fund
- BP/AR 3553** David Endo, Chief Business Official, presented for information the following revised Board Policy and Administrative Regulation:
- BP/AR 3553 – Free and Reduced Meals
- BP/AR 5111** Jason Strickland, Director of Child Welfare and Attendance, presented for information the following revised Board Policy and Administrative Regulation:
- BP/AR 5111 – Admission
- BP/AR 5111.1** Jason Strickland, Director of Child Welfare and Attendance, presented for information the following revised Board Policy and Administrative Regulation:
- BP/AR 5111.1 – District Residency
- BP/AR 5125** Jason Strickland, Director of Child Welfare and Attendance, presented for information the following revised Board Policy and Administrative Regulation:
- BP/AR 5125 – Student Records

BOARD POLICIES AND ADMINISTRATION

- RMA Geoscience Agreement** Trustee Strickland made a motion to approve the construction inspection and testing services agreement with RMA Geoscience for the Lincoln Kindergarten Wing addition project. Trustee Garcia seconded; motion carried 5-0:
- Garcia – Yes
 - Garner – Yes
 - Hernandez – Yes
 - Revious – Yes
 - Strickland – Yes
- Ardent General Services** Trustee Strickland made a motion to approve the award of construction services to Ardent General for the Lincoln Kindergarten Wing addition project. Trustee Garcia seconded; motion carried 5-0:
- Garcia – Yes
 - Garner – Yes
 - Hernandez – Yes
 - Revious – Yes
 - Strickland – Yes
- TWB Inspections Agreement** Trustee Garcia made a motion to approve the inspection services agreement with TWB Inspections to oversee for Lincoln Kindergarten Wing addition project. Trustee Hernandez seconded; motion carried 5-0:
- Garcia – Yes

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

Washington Modernization Project Trustee Strickland made a motion to approve the authorization to solicit bids for Washington Modernization Project. Trustee Hernandez seconded; motion carried 5-0:
Garcia – Yes
Garner – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes

BP 0400 Trustee Strickland made a motion to approve the revised Board Policy 0400 – Comprehensive Plans. Trustee Garcia seconded; motion carried 5-0:
Garcia – Yes
Garner – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes

BP/AR 0520.2 Trustee Hernandez made a motion to approve the deleted Board Policy and Administrative Regulation 0520.2 – Title I Program Improvement Schools. Trustee Strickland seconded; motion carried 5-0:
Garcia – Yes
Garner – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes

BP 0520.3 Trustee Hernandez made a motion to approve the deleted Board Policy 0520.3 – Title I Program Improvement Districts. Trustee Garner seconded; motion carried 5-0:
Garcia – Yes
Garner – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes

BP/AR 6171 Trustee Hernandez made a motion to approve the revised Board Policy and Administrative Regulation 6171 – Title I Programs. Trustee Garner seconded; motion carried 5-0:
Garcia – Yes
Garner – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes

BP 6142.93 Trustee Strickland made a motion to approve the revised Board Policy 6142.93 – Science Instruction. Trustee Hernandez seconded; motion carried 5-0:
Garcia – Yes
Garner – Yes
Hernandez – Yes

Revious – Yes
Strickland – Yes

BP 3514.1 Trustee Hernandez made a motion to approve the revised Board Policy 3514.1 – Hazardous Substances. Trustee Garcia seconded; motion carried 5-0:
Garcia – Yes
Garner – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes

AR 3514.2 Trustee Garcia made a motion to approve the revised Administrative Regulation 3514.2 – Integrated Pest Management. Trustee Hernandez seconded; motion carried 5-0:
Garcia – Yes
Garner – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes

AR 3541 Trustee Garcia made a motion to approve the revised Administrative Regulation 3541 – Transportation Routes and Services. Trustee Strickland seconded; motion carried 5-0:
Garcia – Yes
Garner – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes

PERSONNEL

Trustee Garcia made a motion to take Personnel items “a” through “g” together. Trustee Garner seconded; motion carried 5-0:
Garcia – Yes
Garner – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes

Trustee Garcia then made a motion to approve Personnel items “a” through “g”. Trustee Garner seconded; the motion carried 5-0:
Garcia – Yes
Garner – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes

Item “a” – Employment The following items were approved:
Classified Management

- Danielle Alvarez, Fiscal Services Specialist – 8.0 hrs., Fiscal Services Department, effective 4/3/19

Certificated, effective 8/8/19

- Jacob Donabedian, Temporary Band Teacher
- Steve Luna, Teacher, Probationary

- Nohemi Flores Medina, Teacher, Probationary
- Karina Ramirez, Teacher, Probationary
- Maribel Santiago, Special Education Teacher, Probationary

Classified

- Jacob Carrasco, Custodian II – 8.0 hrs., King/Monroe, effective 3/12/19

Temporary Employees/Substitutes

- Brianne Brieno, Substitute Special Education Aide and Yard Supervisor, effective 3/11/19
- Sonia Gutierrez, Substitute Custodian I and Yard Supervisor, effective 3/8/19
- Francisco Sepeda, Substitute Custodian I and Groundskeeper II, effective 3/11/19
- Melonie Thomas, Short-term Special Circumstance Aide – 5.75 hrs., Monroe, effective 3/18/19 to 5/10/19

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

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

- Erin Aguilar, 7th Grade Boys Baseball Coach, Kennedy, effective 3/1/19 to 5/15/19
- John Darpli, 7th Grade Boys Baseball Coach, Wilson, effective 3/11/19 to 5/15/19
- Dylan Stewart, 4-6 Grade Girls Track Coach, Washington, effective 3/4/19 to 5/2/19
- Leslie Walker-Flores, 4-6 Girls Track Coach, Roosevelt, effective 2/25/19 to 5/2/19

***Item "c" –
Resignations***

- Kristin Fletcher, Teacher, Monroe, effective 6/7/19
- Roxanna Hernandez, Special Education Aide – 5.0 hrs., Monroe, effective 6/7/19
- Mayra Martin, Teacher, King, effective 6/7/19
- Erik Villasenor, READY Program Tutor – 4.5 hrs., Jefferson, effective 6/7/19

***Item "d" –
Retirement***

- John Dominguez, Head Custodian – 8.0 hrs., Wilson, effective 12/23/19

***Item "e" –
Promotion/Transfer/Change in
Work Year***

- Stacie Johnson, from Instructional Coach, Math/Science (11 month) to Curriculum and Professional Development Specialist, Math/Science (12-month), Curriculum, Instruction and Professional Development Department, effective 7/1/19

***Item "f" –
Voluntary
Transfer***

- Justin Gonzales, Custodian II – 8.0 hrs., from Washington to Food Services, effective 3/11/19
- Josiah Sandoval, Custodian II – 8.0 hrs., from Food Services to Washington, effective 3/11/19

***Item "g" –
Volunteers***

<u>Name</u>	<u>School</u>
Robert Isquierdo	Jefferson
Bruce Takasaki	Jefferson
Grace Cortez	Monroe
Jessica Cruz	Monroe
Matthew Harper	Monroe
Francisco Villarreal	Monroe
Enid Gallardo	Roosevelt
Ana Garcia	Roosevelt
Bernetta Johnson	Roosevelt
Desiree Cuevas	Simas
Ashley Linde	Simas

Taylor Linde
Shenandoah Munoz
Sirena Romero
David Pires
Antoinette Lopez
Ruben Mejia

Simas
Simas
Simas
Washington
King/Kennedy
King/Kennedy

FINANCIAL

Resolution #18-19

Trustee Strickland made a motion to adopt Resolution #18-19, which allows the District to apply for funding from Electric School Bus Incentive Program. Trustee Hernandez seconded; motion carried 5-0:

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

Funds 2110 & 2120

Trustee Strickland made a motion to approve the opening of funds 2110 and 2120. Trustee Hernandez seconded; motion carried 5-0:

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

Adjournment

There being no further business, President Revious adjourned the meeting at 6:42 p.m.

Respectfully submitted,

Joy C. Gabler,
Secretary to the Board of Trustees

Approved:

Timothy Revious, President

Greg Strickland, Clerk

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Javier Espindola

DATE: April 1, 2019

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: April 10, 2019

ITEM: Consider acceptance of donation of \$800 from Iron Mountain Films, Inc. to Jefferson Charter Academy.

PURPOSE: To be used for the purchase of student incentives.

FISCAL IMPACT: Increase of \$800.00 to Account #0900-1100-0-1110-1000-430000-021-0000

RECOMMENDATIONS: Accept donation.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler, Superintendent

FROM: Dr. Cruz Sanchez-Leal, Principal

DATE: April 1, 2019

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: April 10, 2019

ITEM: Consider approval of donation to MLK from MLK PTC

PURPOSE: Instructional supplies and school equipment

FISCAL IMPACT: \$3500.00

RECOMMENDATIONS: Approve

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Renée Westmoreland

DATE: April 2, 2019

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: April 10, 2019

ITEM: Consider donation of ELpAC Location Stipend from Iron Mountain Films, Inc. in the amount of \$800.

PURPOSE: To be used to pay for student supplies

FISCAL IMPACT: Increase of \$800 to 0100-1100-0-1110-1000-430000-030-0000

RECOMMENDATIONS: Approve donation

IRON MOUNTAIN FILMS, INC.
231 LATHROP WAY, STE J
SACRAMENTO, CA 95815
PH: (916) 457-1536

WELLS FARGO BANK
11-4288/1210

26 6327

3/29/2019

PAY TO THE ORDER OF John F. Kennedy Junior High

\$ **800.00

Eight Hundred and 00/100 *****

DOLLARS

John F. Kennedy Junior High
1000 E. Florinda Avenue
Hanford, CA 93230

MEMO

ELpAC location stipend



AUTHORIZED SIGNATURE

⑈006327⑈ ⑆121042882⑆ 0357031822⑈

IRON MOUNTAIN FILMS, INC.

6327

John F. Kennedy Junior High

Date	Type	Reference
3/29/2019	Bill	location stipend

Original Amt.	800.00
---------------	--------

Balance Due	800.00
-------------	--------

3/29/2019

Discount

Payment

800.00

Check Amount

800.00

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Karen McConnell

DATE: March 28, 2019

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☒ Information
☐ Action

Date you wish to have your item considered: April 10, 2019

ITEM: Executive Summary – Wellness Policy

PURPOSE: Provide annual update to the Wellness Policy.

FISCAL IMPACT: None

RECOMMENDATIONS:

Hanford Elementary School District
Wellness Policy - Executive Summary (2018-2019)

The Wellness Committee met during the 2018-2019 school year to discuss the implementation and monitoring of the District's policy. In addition to the original members, the Family Healthcare Network has joined the group, providing a health care prospective.

The committee discussed the current implementation of the plan and the recent monitoring of the plan through the student and parent LCAP survey. As in the past, the committee continues to feel that in addition to food service and healthful eating, other areas of wellness should be included in the plan. Those areas include: physical environment, health & safety, social and emotional health, and nursing services.

In the current year, the District has implemented the following: (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. The desire of the committee was to ensure that hungry students get fed and the food is not thrown away and wasted (the "sharing table" has been implemented and students are utilizing the non-perishable food left by others; (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) having students participating in a food tasting for new cafeteria products; (4) 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 to improve the overall quality and service of food to our children in our schools; (5) a program at each site that supports positive behavior intervention systems (PBIS). It was reported that in addition to the school sites implementation of PBIS, the school buses are also implementing the PBIS system; (6) a pilot program at Community Day School that supports a school vegetable garden; and (7) continued support and interest in the physical education program for students in grades K-8.

The Wellness Committee responded well to the overall implementation and innovation of the District's efforts to improve the health and welfare of children across the District.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 04/01/2019

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☒ Information
☐ Action

Date you wish to have your item considered: 04/10/2019

ITEM:

Receive update on the District's bond program.

PURPOSE:

Jason List with Isom Advisors will present information related to the District's bond program.

FISCAL IMPACT:

None.

RECOMMENDATIONS:

This item is for information only.



Isom Advisors A Division of
URBAN FUTURES | Incorporated

Hanford Elementary School District

District Financial Analysis

by

Isom Advisors,
a Division of Urban Futures, Inc.

April 10, 2019



3111 N. Tustin St., Ste. 120 - Orange, CA 92685

About the District

District Bond & Assessed Value History

District's tax base has grown by 142% since 2000

Hanford Elementary School District

Hanford ESD Historical Assessed Value		
Fiscal Year Ending	Total Value	% Change
2000	\$1,155,228,012	--
2001	\$1,227,351,493	6.24%
2002	\$1,298,686,014	5.81%
2003	\$1,319,775,803	1.62%
2004	\$1,403,013,077	6.31%
2005	\$1,528,753,220	8.96%
2006	\$1,703,407,932	11.42%
2007	\$1,979,489,672	16.21%
2008	\$2,146,968,264	8.46%
2009	\$2,340,022,325	8.99%
2010	\$2,301,663,342	-1.64%
2011	\$2,266,508,632	-1.53%
2012	\$2,292,251,170	1.14%
2013	\$2,276,317,500	-0.70%
2014	\$2,308,291,171	1.40%
2015	\$2,335,256,121	1.17%
2016	\$2,428,483,680	3.99%
2017	\$2,552,465,969	5.11%
2018	\$2,696,455,752	5.64%
2019	\$2,800,323,993	3.85%
Average		4.87%

Source: California Municipal Statistics

- ❖ District voters approved a \$7.5 million bond in 1993 at 74.0%
- ❖ District voters approved a \$7.35 million bond in 1998 at 67.6%
- ❖ District voters approved a \$24.0 million bond in 2016 at 67.6%
- ❖ The district has \$7.6 million remaining from the 2016 authorization

- ❖ District's 2018-19 assessed value is approximately \$2.8 billion; nineteen-year average assessed value growth rate is 4.87%
- ❖ District's gross bonding capacity is approximately \$35.0 million (1.25% x assessed value); District's outstanding G.O. bond is approximately \$18.34 million in 2019; District's net bonding capacity, or debt limit, will be approximately \$16.66 million in 2019

G.O. Bond Proceeds

District can generate between \$16.8 million and \$26.5 million

Hanford Elementary School District

Hanford ESD Bond Proceeds at Varying Tax Rates ⁽¹⁾				
Tax Rate per \$100,000	Series A 2021	Series B 2023	Series C 2025	Total Bond Proceeds
\$19.00	\$5,300,000	\$5,000,000	\$5,200,000	\$15,500,000
\$25.00	\$7,000,000	\$6,600,000	\$6,800,000	\$20,400,000
\$30.00	\$8,400,000	\$8,000,000	\$8,200,000	\$24,600,000

⁽¹⁾ Assumes AV growth of 3.50% and 30 year bond terms

Source: Isom Advisors

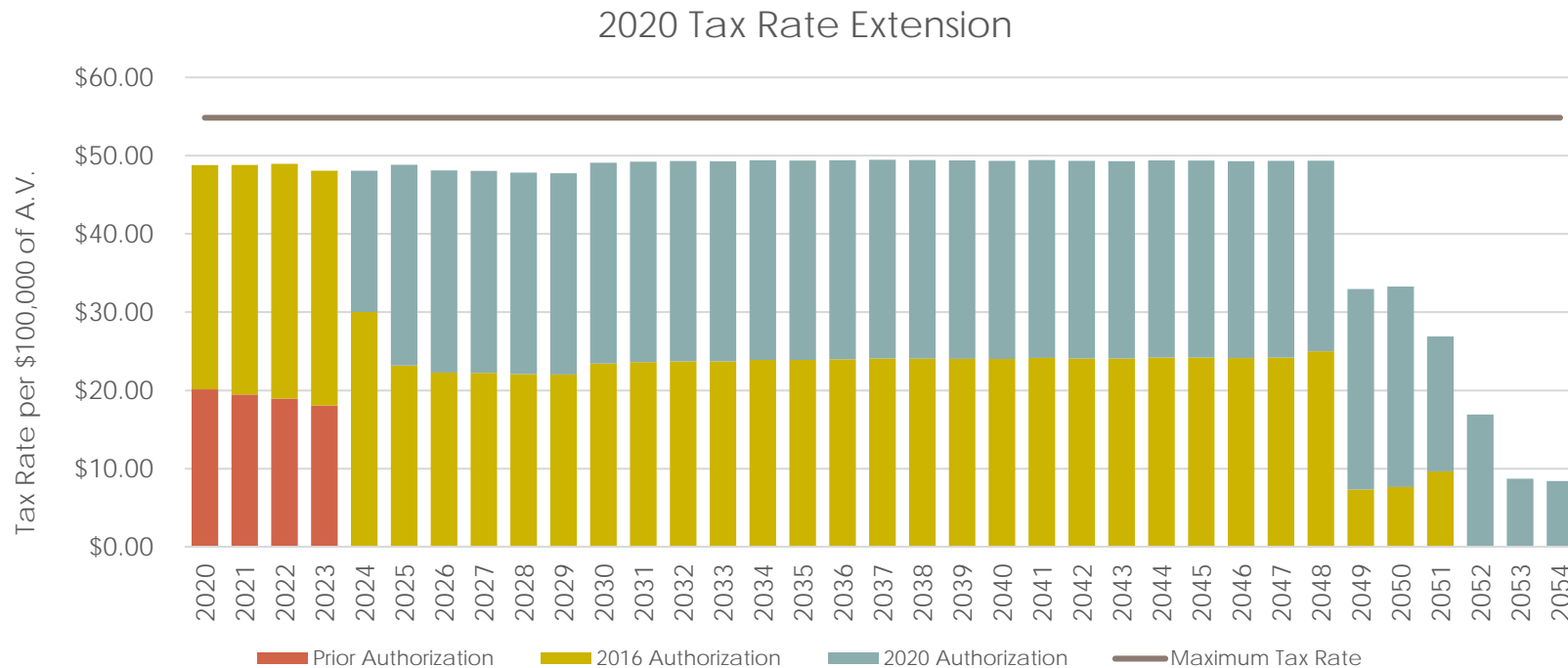
- ❖ With projected annual assessed value growth of 3.50%, the District can generate up to \$24.6 million
- ❖ Depending on tax rate selected and assessed value assumptions, District can generate significant proceeds

General Obligation Bond Proceeds

\$54.85 Tax Rate Pledge

Hanford Elementary School District

- ❖ By maintaining the 2016 pledge of a total tax rate of \$54.85, the District could continue the tax rate pledge and generate \$24 million of new authorization.
- ❖ As the prior authorization expires (orange bars) new tax capacity is created.



Voter Demographics

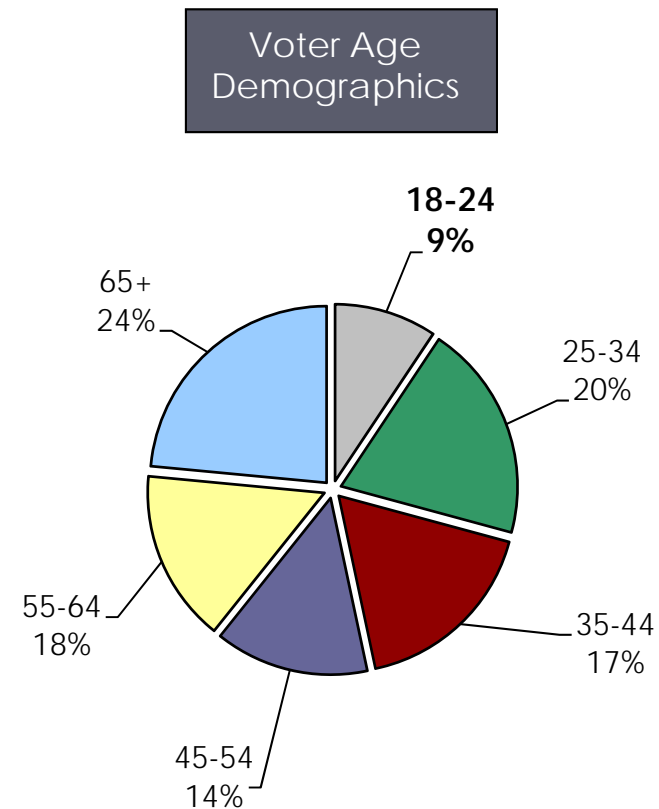
Voter Demographics

Voter demographics are conservative

Hanford Elementary School District

- ❖ District has 18,925 total voters
- ❖ Plurality of voters are Republicans (41%)
- ❖ 70% of voters vote-by-mail
- ❖ 40% of District voters are Latino
- ❖ District has a younger voting population with only 42% of voters aged 55 and older

District Voter Demographics		
	<u>Total</u>	<u>Percent</u>
Republicans	7,827	41%
Democrats	7,005	37%
Other	4,093	22%
VBM Voters	13,296	70%



Source: Political Data

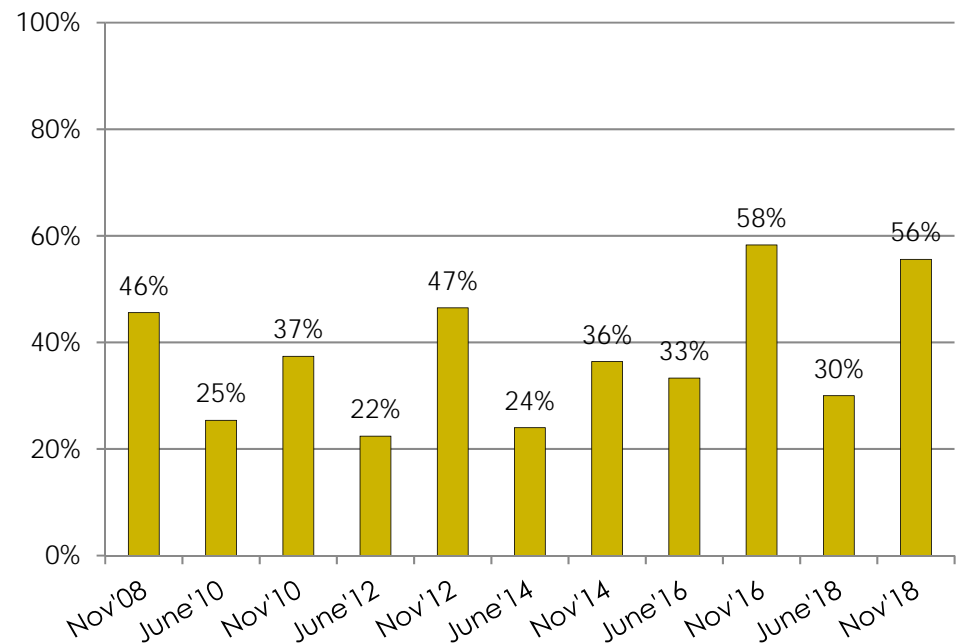
Voter Turnout

Turnout can have a significant bearing on success

Hanford Elementary School District

- ❖ Historical voter turnout has ranged from a low of 22% in June of 2012 to a high of 58% in November 2016
- ❖ Voter turnout varies considerably by election date and type of election and must be considered as different voters show up for different elections

Recent District Voter Turnouts



Source: Political Data

Next Steps

2020 Election Dates

Following these steps is key to District's success

Hanford Elementary School District

Task	Responsible Party	March 2020	November 2020
Prepare project list	District/Architect	Ongoing	Ongoing
Board Meeting - approve "exploring" feasibility of a tax measure	District	April 2019	June 2019
Conduct Survey	Consultant	April 2019	November 2019
Board Meeting - Survey Results Presentation	Consultant	May 2019	December 2019
Initiate public information program, speaking with elected officials, large taxpayers, community service groups to discuss proposed tax measure	District	Summer 2019	Spring 2020
Finalize Capital and Financing Plan based on Community Outreach	Consultant	September 2019	April 2020
Prepare Resolution for Calling Election, including Ballot Language, Project List, Tax rate Statement	Consultant/ Bond Counsel	October 2019	April - May 2020
Board Meeting - Board action to adopt Resolution Calling Election	District	November 2019	May - June 2020
Submit Resolution Calling Election and Tax Rate Statement	District	December 2019	August 2020
Prepare Argument in Favor of Measure	Consultant/District	December 2019	August 2020
Submit Argument in Favor of Measure	Consultant/District	December 2019	August 2020
Form campaign committee and conduct campaign kick-off meeting	Campaign Committee	December 2019	August 2020
Run Campaign	Campaign Committee	December 2019 - March 2020	August - November 2020
Election Day		March 3, 2020	November 3, 2020

Appendix – Election of 2016, Series B COI Detail

Costs of Issuance

Estimated Costs of Issuance

Hanford Elementary School District

❖ The table below presents the estimated and actual costs of issuance of the Series B financing.

Firm	Service	Estimate	Actual
1. Stradling Yocca Carlson & Rauth	Bond & Disclosure Counsel Fee & Expenses	\$75,000.00	\$75,000.00
2. U.S. Bank, N.A.	Paying/COI Agent	\$1,990.00	\$1,990.00
3. Isom Advisors	Financial Advisor Fee & Expenses	\$67,500.00	\$67,071.50
4. AVIA	OS Printing Costs	\$1,500.00	\$1,339.41
5. S&P	Rating Fee	\$16,000.00	\$16,000.00
6. Cal Muni	Demographic & Financial Reports (Reimburse Isom Advisors)	\$1,475.00	\$1,475.00
7. ---	*Contingency	\$1,535.00	\$2,124.09
Total COI		\$165,000.00	\$165,000.00
Additional Costs of the Series B Bonds (based on par amount sold and actual debt service)			
1. Stifel Nicolaus	Underwriter's Discount	\$41,800.00	\$41,800.00
2. Build America Mutual	Bond Insurance Premium	\$37,503.25	\$23,252.02
		\$79,303.25	\$65,052.02

*Any unexpended funds will be transferred to the District's debt service fund.

Regulatory Disclosure

Disclosure of Conflicts of Interest and Legal or Disciplinary Events. Pursuant to Municipal Securities Rulemaking Board (“MSRB”) Rule G-42, on Duties of Non-Solicitor Municipal Advisors, Municipal Advisors are required to make certain written disclosures to clients and potential clients which include, amongst other things, Conflicts of Interest and any Legal or Disciplinary events of Isom Advisors, a Division of Urban Futures, Inc. (“Isom”) and its associated persons.

Conflicts of Interest. Compensation. Isom represents that in connection with the issuance of municipal securities, Isom may receive compensation from an Issuer or Obligated Person for services rendered, which compensation is contingent upon the successful closing of a transaction and/or is based on the size of a transaction. Consistent with the requirements of MSRB Rule G-42, Isom hereby discloses that such contingent and/or transactional compensation may present a potential conflict of interest regarding Isom’s ability to provide unbiased advice to enter into such transaction. This conflict of interest will not impair Isom’s ability to render unbiased and competent advice or to fulfill its fiduciary duty to the Issuer.

It should be noted that other forms of compensation (i.e. hourly or fixed fee based) may also present a potential conflict of interest regarding Isom’s ability to provide advice regarding a municipal security transaction. These other potential conflicts of interest will not impair Isom’s ability to render unbiased and competent advice or to fulfill its fiduciary duty to the Issuer.

Other Municipal Advisor Relationships. Isom serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of another Isom client. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, Isom could potentially face a conflict of interest arising from these competing client interests. Isom fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with its clients.

If Isom becomes aware of any additional potential or actual conflict of interest after this disclosure, Isom will disclose the detailed information in writing to the issuer or obligated person in a timely manner.


Legal or Disciplinary Events. Isom does not have any legal events or disciplinary history on Isom’s Form MA and Form MA-I, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The Issuer may electronically access Isom’s most recent Form MA and each most recent Form MA-I filed with the Commission at the following website: www.sec.gov/edgar/searchedgar/companysearch.html.

There have been no material changes to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed with the SEC. If any material legal or regulatory action is brought against Isom, Isom will provide complete disclosure to the Issuer in detail allowing the Issuer to evaluate Isom, its management and personnel.

Hanford Elementary School District
PERSONNEL DEPARTMENT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Jaime Martinez 

DATE: April 1, 2019

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

☒ Information
☐ Action

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **April 10, 2019**

ITEM: Receive the District's Initial Proposal for a Successor Agreement between Hanford Elementary School District (HESD) and Hanford Elementary Teachers Association (HETA).

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

The current collective bargaining agreement between the District and HETA expires June 30, 2019.

FISCAL IMPACT: Unknown; proposal is subject to negotiations.

RECOMMENDATION: Receive proposal for information only.

**HANFORD ELEMENTARY SCHOOL DISTRICT'S
INITIAL PROPOSAL
FOR SUCCESSOR COLLECTIVE BARGAINING AGREEMENT WITH
HANFORD ELEMENTARY TEACHERS ASSOCIATION
Effective July 1, 2019**

Article 1: Agreement

Update dates for terms of the Agreement.

Consider adding language in support of the Agreement.

Article 2: Recognition

Update exempt employees list - School Social Worker

Article 4: Association Rights

Revise language related to School Site Councils to align with State and Federal guidelines. Negotiate language regarding orientation and sharing employee information under AB 119.

Article 7: Professional Dues and Payroll Deductions

Revise language to align with Federal law related to the Janus decision.

Article 8: Transfer

Update language related to Specialists not carrying a register to reflect current job titles.

Revise paragraph reference for clarity in Section D.8.

Discuss option of moving a probationary teacher involuntarily without providing them protections in the new placements – e.g. when teacher could benefit from different grade level placement during the second year of probation.

Article 11: School Calendar

Discuss the minimum day on last day of school – clarification of check out duties.

Discuss parent teacher conference days.

Article 13: Teaching Hours and Teaching Load

Discuss Minimum Days for Collaboration.

Consider adding language to outline work day for Instructional and Induction Coaches.

Discuss aligning break times for 6th grade at Jefferson with 7th and 8th grade.

Discuss the minimum day on last day of school – clarification of check out duties.

Add language to clarify the definition of a full-time employee.

Article 16: Leaves

Discuss reporting of Personal Necessity Leave and use of Personal Necessity Leave for other employment.

Discuss Paid Family Illness Leave.

Discuss Excused Absence Without Loss of Pay.

Clarify language for providing teachers with written statement of leave balances (is now on paycheck monthly).

Article 18: Health & Welfare Benefits

Discuss Health & Welfare Benefits in combination with any proposed salary increases or additional cost items as a total compensation package.

Article 20: Salary

Discuss salary in combination with any changes to health & welfare benefits or additional cost items as a total compensation package.

Article 24: Negotiating Procedures

Discuss the District providing the final copy of the Agreement electronically only.


Article 30: Effect of the Agreement

Update dates for Effect of the Agreement.

Hanford Elementary School District
PERSONNEL DEPARTMENT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Jaime Martinez 

DATE: April 1, 2019

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

☒ Information
☐ Action

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **April 10, 2019**

ITEM: Receive Hanford Elementary Teachers Association's (HETA's) Initial Proposal for a Successor Agreement between Hanford Elementary School District (HESD) and HETA.

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

The current collective bargaining agreement between the District and HETA expires June 30, 2019.

FISCAL IMPACT: Unknown; proposals are subject to negotiation.

RECOMMENDATION: Receive proposals for information only.

Hanford Elementary Teachers Association
INITIAL PROPOSAL FOR 2019-2020
COLLECTIVE BARGAINING AGREEMENT

Article 11: School Calendar and Work Year

Discuss modification to nurse's calendar

Article 13: Teaching Hours and Teaching Load

Break minutes-20 consecutive minutes of break

Staff meetings-one scheduled meeting per month

Article 14: Class Size

Class size: make ceilings even numbers

Article 16: Leaves

Personal compelling-increase to 5 consecutive day

Personal day language-spouse/domestic partner

Article 18: Employee Group Health and Welfare Insurance Benefits

Maintain fully-funded benefits

Article 20: Salary

Continue competitive salary

Add Article 31: New Teacher Procedures

Bill AB 119 language

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Karen McConnell

DATE: March 19, 2019

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: April 10, 2019

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

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

FISCAL IMPACT: None

RECOMMENDATIONS: Approve



MEMORANDUM OF UNDERSTANDING

The mission of Elliot Paul Schlang DDS, Professional Corporation (dba “Big Smiles California”) is to improve the quality of children’s lives by providing comprehensive dental services to children often left without care. With parental/guardian permission, Big Smiles California can provide a dental exam, cleaning, fluoride treatments, x-rays and sealants, where applicable. In addition, restorative services such as simple fillings, pulpotomies (a root canal on baby teeth), extractions of baby teeth and pulp caps are offered.

The purpose of this memorandum is to establish an understanding between:

Big Smiles California

And

Hanford Elementary School District

Big Smiles California agrees:

- At a date to be mutually agreed upon, to provide comprehensive dental services, including: exams, cleanings, fluoride treatments (including Silver Diamine Fluoride), as well as x-rays and sealants where applicable, in addition to simple fillings, pulpotomies on baby teeth, baby teeth extractions and pulp caps. Such care shall be offered to the children with parental/guardian consent.
- All children ages 18 months -18 years are eligible.
- Each site will be served by our licensed California dentist(s) and/or hygienist(s) and/or dental assistants.
- There is no charge to the schools or District.
- When available, Medicaid covers 100% of treatment. Most insurances are accepted. For those without insurance, self-pay options are available.
- All children will be given a “report card” for their parents’ review. Copies of x-rays are available to the family and dental offices.

District agrees to:

- Distribute Permission Forms to students in the fall and spring semesters of each school year and at other times upon request, as well as to collect the Permission Forms from the students in advance of the dental visit, and to send the completed Permission Forms to Big Smiles California as far in advance of the dental visit as reasonably possible.
- Communicate directly with parents via electronic medium (i.e. text, email) and/or robo-calls, as well as posting to the school/district website and social media pages, to make them aware that the in-school dentist is coming to school and provide parents with the online sign-up option, available at www.myschooldentist.com
- Provide a space that is a minimum of 14 feet x 14 feet including 2 standard power outlets and access to water, suitable for the staff of Big Smiles California to set up its “dental office”.
- Provide a minimum of 25 children per site to be treated. If minimum is not reached, the visit may be rescheduled or cancelled.

Other Terms and Conditions:

- This agreement is non-financial in nature. It shall run for a period of one year, and shall be renewed automatically on an annual basis for additional one year terms, unless notified by either party in writing with 30 days’ notice. If necessary to fulfill its responsibilities under this agreement, Big Smiles may assign this agreement to another dental practice.
- The parties acknowledge that the District is a public health program created or administered by federal, state, or local law, as described in CA Bus & Prof Code Section 1911.
- Insurance: Provider will secure and maintain a Commercial General Liability Policy, including coverage for contractual liability, with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence or claim. Provider will secure and maintain Malpractice Errors and Omissions Policy with limits of One Million Dollars (\$1,000,000.00) per claim and Three Million Dollars (\$3,000,000.00) aggregate. Provider will secure and maintain Business Automobile Liability Insurance for automobiles owned, leased or hired by Provider with a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence. Provider will deliver a copy of such insurance policies to District upon request. Provider will further provide all required worker’s compensation insurance for its employees, if any. All of the insurance policies described in this Section will be maintained at Provider’s expense.
- Indemnification: Provider will defend, indemnify, and hold harmless the District and its agents, contractors, employees, and governing board members, from and against all claims, damages, losses, and expenses (including, but not limited to attorney’s fees, costs, and fees of other professional consultants) arising out of the negligent acts or omissions of the Provider or its respective agents, contractors, or employees. To the extent permitted by law, District will defend, indemnify, and hold harmless the Provider and its agents, employees, and contractors, from and against all claims, damages, losses, and expenses (including, but not limited to attorney’s fees, costs, and fees of other professional consultants) arising out of the negligent acts or omissions of the District or its respective agents, contractors, employees, or governing board members. The obligations described in this Section are not exclusive and will not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party, person, or entity described in this paragraph.

- Compliance with Law and District Policy: The parties will adhere to all applicable laws, regulations, and District policies in the performance of their respective responsibilities under this MOU, including but not limited to HIPAA. District will notify Provider of such laws, regulations, and policies applicable to its Services, including Dental Team background check requirements, before the beginning of each school year or at least three (3) months prior to the applicable Clinic Date, whichever is later.

Elliot Paul Schlang DDS, Professional Corporation
3201 Wilshire Blvd.
Suite 110
Santa Monica, CA 90403

By: _____
Signature

Date: _____

Print Name

Title

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

By: _____
Signature

Date: _____

Print Name

Title

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Karen McConnell

DATE: March 21, 2019

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: April 10, 2019

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

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

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

RECOMMENDATIONS: Approve

MEMORANDUM OF UNDERSTANDING

between

Teresa A. Jaquez, LMFT

and

Hanford Elementary School District

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

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

1. Scope of Services.

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

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

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

3. Compensation/Billing. An accounting/invoice shall be submitted to HESD by JAQUEZ monthly for each student indicating the school district of residence; student's date of birth; the nature of the services provide; the total minutes per session and the total sessions; dates on which services were rendered; the revenue received; and the net and/or unreimbursed cost for IEP-driven educationally relevant counseling and guidance services due and payable to JAQUEZ. The compensation shall be paid within thirty (30) business days after receipt of invoice.

4. Rate of Service. HESD and JAQUEZ agree to \$120.00 per hour (flat rate) of billing for all services rendered under this agreement.

5. Effective Date and Duration. The MOU and the obligations hereunder shall be effective upon signatures and dates of all parties. The agreement and the scope of services under this MOU will cover all services rendered as of July 1, 2019 shall remain in effect until June 30, 2020.

6. Termination of MOU for Convenience of Either Party. Any party may terminate this MOU at any time by giving to the other party thirty (30) days written notice of each termination. Termination for convenience shall be effective at 11:59 p.m., Pacific Standard Time on the intended date for termination (the "Termination Date"). The terminating party shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. JAQUEZ shall be paid for all services satisfactorily completed at the rates stated above and not previously paid through payments prior to the effective date of said termination.
7. Termination of MOU for Cause. If either party fails to perform its duties under this MOU or if either party breaches any of the material terms or provisions of the MOU, then the non-breaching party shall have the right to terminate this MOU effective immediately upon giving written notice to the breaching party. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. If the termination for cause is defective for any reason, including, but not limited to, reliance on erroneous facts concerning performance or any defect in notice thereof, then the maximum liability shall not exceed the amount payable to JAQUEZ under Paragraph 4 above.
8. Entire Agreement and Modification. This MOU supersedes all previous agreements and constitutes the entire understanding of the parties hereto. All parties specifically acknowledge that in entering into and executing this MOU that they shall rely solely upon the provisions contained in this MOU.
9. Enforceability. If any term, covenant, condition, or provision of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.
10. Employment Status. JAQUEZ and its officers, employees, or agents shall, during the entire term of the MOU, be construed to be an independent contractor and nothing in this MOU is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow LEA to exercise direction or control over the professional manner in which JAQUEZ performs the services which are the subject matter of this MOU. JAQUEZ understands and agrees that its employees shall not and will not be eligible for membership in for any benefits from any LEA group plan for hospital, surgical, or medical insurance, or for membership in any LEA retirement program, or for paid vacation, sick leave or other leave, with or without pay, or for any other benefit which accrues to a LEA employee.
11. Warranty of JAQUEZ. JAQUEZ warrants that JAQUEZ and each of the personnel employed or otherwise retained by JAQUEZ for services performed pursuant to this MOU are properly certified and licensed under the laws and regulations of the State of California to provide the special services herein agreed to. Mental health services shall be provided in a manner consistent with all applicable standards and regulations governing such services. Staff will be either a Licensed Married and Family Therapist, or a Licensed Social Worker, or will be a Masters Level Counselor, or Social Worker with a Pupil Personnel Services Credential. JAQUEZ also warrants that all of its employees are covered by a current liability insurance policy during the term of this MOU.
12. California Law and Venue. It is agreed this MOU shall be governed by the laws of the State of California. This MOU is made, executed, and performed in the County of Kings.
13. Indemnification.
 - a. Each party agrees to defend, hold harmless, and indemnify the other party's (and the other party's officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses, losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including, but not limited to, personal injury, death at any time, and property damage) arising out of or made necessary by: (a) the indemnifying party's breach of the terms of this MOU, (b) the act or omission of the indemnifying party, its employees, officers, agents, and assigns in connection with the performance of this MOU, and (c) the presence of the indemnifying party, its officers, employees, agents, assigns, or invitees on the other party's premises.
 - b. In the event of any action or proceeding is brought against any party by reason of any claim or demand discussed in this section, upon notice, the indemnifying party shall defend the action or proceeding at the indemnifying party's expense, through counsel reasonably satisfactory to the other party or parties. The obligation to indemnify set forth in this section shall include reasonable attorneys' fees and investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand is made.
 - c. The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) is actively or passively negligent, but

shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage determined by an arbitrator or court of competent jurisdiction to be caused by the sole active negligence or willful misconduct of the other party, its officers, employees, trustees, or agents.

d. These indemnification obligations shall survive the expiration and/or termination of this MOU.

14. Confidentiality. Services provided by JAQUEZ are confidential in nature. All mental health records shall be maintained by JAQUEZ and not shared with HESD or their officers, agents, or employees, except as authorized by law. Confidential information obtained by HESD or its officers, agents, or employees, in the course of receiving services and/or residential placements under this MOU may not be disclosed except as authorized by law or unless HESD secures prior written authorization from JAQUEZ. HESD and their officers, agents, and employees, agree to obey all applicable laws and regulation, including without limitation the provisions of the Health Information Portability and Accountability Act, the Public Health Service Act (42 U.S.C. Section 290ee-3), Title 42 of the Code of Federal Regulations, any other applicable Federal, State, or local laws, regulations, directives, or guidelines. All student records by HESD are confidential as provided for by the California Education Code and the Federal Educational Rights and Privacy Act. JAQUEZ agrees to have all of its employees abide by these confidentiality laws regarding student records.
15. Third Party Rights. Nothing in this MOU shall be construed to give any rights or benefits to anyone other than JAQUEZ and HESD.
16. Integration. This MOU represents the entire understanding of JAQUEZ and HESD as to those matters contained herein and supersedes and cancels any prior oral or written understanding, promises, representations, or agreement(s) with respect to those matters covered hereunder. This MOU may not be modified or altered except in writing and signed by all the parties hereto.
17. Legal Compliance. Each party shall comply with all laws as may be applicable for the provision of services within the scope of this MOU, and within the State and Federal audit compliance requirements as set forth by the State Department of Mental Health and Federal regulations.
18. Records.
 - a. JAQUEZ shall keep complete accurate records as required by law for the services performed pursuant to this MOU. Those records shall only be releasable in accordance with appropriate provisions of law.
 - b. JAQUEZ shall assure the confidentiality of any records that are required by law to be so maintained.
 - c. JAQUEZ shall comply with the Health Insurance Portability and Accountability Act of 1996 Public Law 104-19 (HIPAA). JAQUEZ shall train all of its personnel regarding the requirements of the Act. JAQUEZ shall implement all privacy protections to individual's identifiable protected health information.
19. Attorney Fees. If the parties become involved in arbitration or litigation concerning this contract or the performance of this contract, the prevailing party shall be entitled to an award of reasonable costs and expenses of arbitration or litigation, including expert witness fees and attorney fees.
20. Staffing. Staffing is dependent on the number of students and amount of services. It is understood these hours may fluctuate based on student's IEP requirements.
21. Term. This MOU shall cover the period beginning on July 1, 2019 through the close of business on June 30, 2020. However, this MOU may be extended by the parties' mutual written consent.

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

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

And

Hanford Elementary School District

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

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

Joy Gabler, Superintendent Hanford Elementary
School District

DATE



Teresa A. Jaquez, LMFT License # MFC 49724

3-21-19
DATE

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Rick Johnston

DATE: April 1, 2019

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: April 10, 2019

ITEM: Agreement for consulting services from aha! Process, Inc.

PURPOSE: Deliver presentation and professional development to staff at John F. Kennedy on August 9, 2019 from 9:00 a.m. to 3:00 p.m.

FISCAL IMPACT: \$5,500

RECOMMENDATIONS: Approve

HANFORD ELEMENTARY SCHOOL DISTRICT

CONSULTANT CONTRACT

This contract is entered into on March 19, 20 19, between the Hanford Elementary School District and Aha! Process, Inc. (Consultant).

Consultant agrees to perform the following services for the Hanford Elementary School District:

Deliver Emotional Poverty presentation and training to John F. Kennedy staff on August 9, 2019.

The Consultant, and the agents and employees of the Consultant, in the performance of this agreement shall act in an independent capacity and not as officers or employees or agents of the Hanford Elementary School District.

Consultant agrees to indemnify, defend and save harmless the Hanford Elementary School District, its officers, agents and employees from any and all claims and losses accruing or resulting in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Consultant in the performance of this agreement.

The Hanford Elementary School District agrees to pay Aha! Process, Inc.
the sum of Five Thousand Five Hundred Dollars (\$ 5,500) for such services.

Consultant Signature

Consultant Name

Consultant's Address

City

State

Zip Code



Principal/Department Head Signature

Other Authorizing Signature

Budget Account Number: _____

Board Approved: _____

Original Copy: Fiscal Services
One Copy: Consultant
One Copy: School/Department

DISTRICT USE:
SUBJECT TO MONTOYA SCHOOL SAFETY ACT?

YES / NO
(CIRCLE ONE)



59
P.O. Box 727
Highlands, Texas 77562
Local: +1 (281) 426-5300
Toll-Free: +1 (800) 424-9484
Fax: +1 (281) 426-8598

www.ahaprocess.com

AGREEMENT FOR CONSULTING SERVICES

This agreement is an understanding between **aha! Process, Inc.** and Hanford Elementary School District - Kennedy regarding a workshop/training program.

CONSULTANT: Rickey Frierson

CLIENT: Hanford Elementary School District - Kennedy

CLIENT CONTACT: Cristy Goins

DATES: August 9, 2019

TIME: 9:00 a.m. – 3:00 p.m.
Timeframes different from those specified must be approved.

CONSULTING SERVICE: *Emotional Poverty*

FEE: \$5,500.00 (Five Thousand Five Hundred Dollars) per day all inclusive of travel expenses.

MATERIAL REQUIREMENTS: The *Emotional Poverty* at \$21.00 each plus 8% shipping and handling must be purchased for each participant attending the *Emotional Poverty* training.

VIDEOTAPING/AUDIOTAPING: Videotaping is not allowed; audio taping by an individual for personal use, but not for commercial use, is permitted.

COPYRIGHTED MATERIAL: **aha! Process, Inc.** retains all the rights and privileges associated with their copyrighted materials, books, and intellectual property related to this workshop.

LIMITATION OF LIABILITY: **aha! Process, Inc.** will provide the designated Consultant or another qualified **aha! Process, Inc.** Consultant if the designated Consultant is unavailable for any reason. In the event performance by **aha! Process, Inc.** or the Consultant hereunder is delayed or prevented by Acts of God, travel delay or cancellation, power outages, strikes or labor actions, illness or other matters outside their control, such performance will be excused during the continuance of such event, and **aha! Process, Inc.** and the Consultant will work with the Client to reschedule the workshop, or any portion of the workshop which has been delayed, to a mutually convenient date.



EMOTIONAL
poverty



CANCELLATION FEE:

If signed contract is not returned from client 60 days from contracted date, aha! Process has the right to cancel the workshop. If the contract is cancelled 60 days or less prior to the workshop, payment in the full amount of \$5,500.00 will be required..

PAYMENT:

Due to **aha!** Process, Inc. within 30 days from date of invoice after workshop. Method of Payment: Check or ACH.

HANDOUTS:

The training handout file, copyrighted to aha! Process, is to be used for the sole purpose of the professional development you have contracted with us. These handouts are intended for use by those attending the workshop provided by aha! Process. Distributing this document outside the scope of the training purpose is prohibited.

Paulea R. Mijia

aha! Representative Signature

March 19, 2019

Date

Client Signature

Date

Purchase Order #:

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 04/01/2019

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 04/10/2019

ITEM:

Consider adoption of the following Administrative Regulation:

AR 3230 – Federal Grant Funds

PURPOSE:

Regulation updated to clarify that any federal formula or discretionary grant funds awarded to the district, including a federally funded child nutrition program according to NEW LAW (SB 544), must comply with the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

FISCAL IMPACT:

None.

RECOMMENDATIONS:

Adopt the following Administrative Regulation:

AR 3230 – Federal Grant Funds

Hanford ESD

Administrative Regulation

Federal Grant Funds

AR 3230

Business and Noninstructional Operations

To ensure the lawful expenditure of any federal formula or discretionary grant funds awarded to the district, the Superintendent or designee shall comply with the requirements of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the "Uniform Guidance"), as contained in 2 CFR 200.0-200.521 and Appendices I-XII.

Allowable Costs

Prior to obligating or spending any federal grant funds, the Superintendent or designee shall determine whether a proposed purchase is an allowable expenditure ~~of federal funds in~~ accordance with 2 CFR 200.400-200.475 and the terms and conditions of the ~~federal grant~~ award. He/she shall also determine whether the expense is a direct or indirect cost as defined in 2 CFR 200.413 and 200.414 and, if the purchase will benefit other programs not included in the grant award, the appropriate share to be allocated to the federal grant.

(cf. 3350 - Travel Expenses)

The Superintendent or designee shall review and approve all transactions involving federal grant funds and shall ensure the proper coding of expenditures consistent with the California School Accounting Manual.

(cf. 3300 - Expenditures and Purchases)

(cf. 3314 - Payment for Goods and Services) ~~Period of Performance~~

Period of Performance

All obligations of federal funds shall occur on or between the beginning and ending dates of the grant project and shall be paid no later than 90 days after the end of the funding period, unless specifically authorized by the grant award to be carried over beyond the initial term of the grant. (2 CFR 200.77, 200.308, 200.309, 200.343)

Procurement

When procuring goods and services with a federal grant ~~On or before July 1, 2017, or such later date as may be approved in the Uniform Guidance,~~ the Superintendent or designee shall comply with the standards ~~contained~~ specified in 2 CFR 200.317-200.326 and Appendix II of Part 200, ~~or with when procuring goods and services needed to carry out a federal grant as well as~~ any

~~applicable more restrictive state law or laws and district policy that is more restrictive policies concerning the procurement of goods and services.~~

As appropriate to encourage greater economy and efficiency, the Superintendent or designee shall avoid acquisition of unnecessary or duplicative items, give consideration to consolidating or breaking out procurements, analyze lease versus purchase alternatives, consider entering into an interagency agreement for procurement of common or shared goods and services, and/or use federal excess or surplus property. (2 CFR 200.318)

The procurement of goods or services with federal funds shall be conducted in a manner that provides full and open competition in accordance with state laws and district regulations and the following requirements:

1.- Any purchase of supplies or services that does not exceed the "micro-purchase" threshold specified in 48 CFR 2.101 may be awarded without soliciting competitive quotes, provided that the district considers the price to be reasonable and maintains written evidence of this reasonableness in the record of all micro-purchases. (2 CFR 200.67, 200.320)

2.- For any purchase that exceeds the micro-purchase threshold but is less than the bid limit required by Public Contract Code 20111, the Superintendent or designee shall utilize "small-purchase" procedures that include obtaining price or rate quotes from an adequate number of qualified sources. (2 CFR 200.320)

3.- Contracts for goods or services over the bid limits required by Public Contract Code 20111 shall be awarded pursuant to California law and AR 3311 - Bids, unless -exempt from bidding under the law.

(cf. 3311 - Bids)

4.- If a purchase is exempt from bidding and the district's solicitation is by a request for proposals, the award may be made by either a fixed-price or cost-reimbursement type contract awarded to the entity whose proposal is most advantageous to the program, with price and other factors considered. (2 CFR 200.320)

(cf. 3312 - Contracts)

5.- Procurement by noncompetitive proposals (sole sourcing) may be used only when the item is available exclusively from a single source, the need or emergency will not permit a delay resulting from competitive solicitation, the awarding agency expressly authorizes sole sourcing in response to the district's request, and/or competition is determined inadequate after solicitation of a number of sources. (2 CFR 200.320)

6.- Time and materials type contracts may be used only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract for which the~~whose~~ cost is the sum of the actual cost of materials and direct labor hours charged at fixed hourly rates that reflect

wages, general administrative expenses, and profit. (200.328)

For any purchase of \$25,000 or more, the Superintendent or designee shall verify that any vendor which is used to procure goods or services is not excluded or disqualified by the federal government. (2 CFR 180.220, 200.213)

All solicitations shall incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description shall avoid detailed product specifications to the extent possible, but may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. When it is impractical or not economical to make a clear and accurate description of the technical requirements, a brand name or equivalent description may be used to define the performance or other salient requirements of procurement, clearly stating the specific features of the named brand which must be met by offers. In addition, every solicitation shall identify all requirements which the offer must fulfill and any other factors to be used in evaluating bids or proposals. (2 CFR 200.319)

The Superintendent or designee shall maintain sufficient records to document the procurement, including, but not limited to, the rationale for the method of procurement, selection of the contract type, contractor selection or rejection, and the basis for the contract price. (2 CFR 200.318)

The Superintendent or designee shall ensure that all contracts for purchases using federal grant funds contain the applicable contract provisions described in Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. (2 CFR 200.326)

Capital Expenditures

The Superintendent or designee shall obtain prior written approval from the awarding agency before using federal funds to make capital expenditures, including the acquisition of land, facilities, equipment, and intellectual property and expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life. (2 CFR 200.12, 200.13, 200.20, 200.33, 200.48, 200.58, 200.89, 200.313, 200.439)

Conflict of Interest

No Governing Board member, district employee, or district representative shall participate in the selection, award, or administration of a contract supported by federal funds if he/she has a real or apparent conflict of interest, such as when he/she or a member of his/her immediate family, his/her partner, or an organization which employs or is about to employ any of them has a financial interest in or a tangible personal benefit from a firm considered for a contract. Such persons are prohibited from soliciting or accepting gratuities, favors, or anything of monetary value from contractors or subcontractors unless the gift is an unsolicited item of nominal value.

(2 CFR 200.318)

Employees engaged in the selection, award, and administration of contracts shall also comply with BB 9270 - Conflict of Interest.

(cf. 9270 - Conflict of Interest)

Cash Management

The Superintendent or designee shall ensure the district's compliance with 2 CFR 200.305 pertaining to payments and cash management, including compliance with -applicable methods and procedures that minimize the time elapsing between the transfer of funds to the district and the district's disbursement of funds. (2 CFR 200.305)

When authorized by law, the district may receive advance payments of federal grant funds, limited to the minimum amounts needed and timed in accordance with the actual immediate cash requirements of the district for carrying out the purpose of the program or project. Except under specified conditions, the district shall maintain the advance payments in an interest-bearing account. The district shall remit interest earned on the advanced payment to the awarding agency on an annual basis, but may retain interest amounts specified in 2 CFR 200.305 for administrative expenses. (2 CFR 200.305)

When required by the awarding agency, the district shall instead submit a request for reimbursement of actual expenses incurred. The district may also request reimbursement as an alternative to receiving advance payments. (2 CFR 200.305)

The Superintendent or designee shall maintain source documentation supporting the expenditure of federal funds, such as invoices, time sheets, payroll stubs, or other appropriate documentation.

Personnel

All district employees who are paid in full or in part with federal funds, including employees whose salary is paid with state or local funds but is used to meet a required match or in-kind contribution to a federal program, shall document the amount of time they spend on grant activities. (2 CFR 200.430)

Records

Except as otherwise provided in 2 CFR 200.333, or where state law or district policy requires a longer retention period, financial records, supporting documents, statistical records, and all other district records related to a federal award shall be retained for a period of three years from the date of submission of the final expenditure report or, for a federal award that is renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report. (2 CFR 200.333)

(cf. 1340 - Access to District Records)(~~cf. 3580 - District Records~~)

(cf. 3580 - District Records)

Audits

Whenever the district expends \$750,000 or more in federal grant funds during a fiscal year, it shall arrange for either a single audit or a program-specific audit in accordance with 2 CFR 200.507 or 200.514. (2 CFR 200.501)

The Superintendent or designee shall ensure that the audit meets the requirements specified in 2 CFR 200.500-200.521.

Specified records pertaining to the audit of federal funds expended by the district shall be transmitted to the clearinghouse designated by the federal Office of Management and Budget and shall be made available for public inspection. Such records shall be transmitted within 30 days after receipt of the auditor's report or within nine months after the end of the audit period, whichever is sooner, unless a longer period is agreed to in advance by the federal agency or a different period is specified in a program-specific audit guide. (2 CFR 200.512)

In the event that the audit identifies any deficiency, the Superintendent or designee shall promptly act to either correct the identified deficiency, produce recommended improvements, or demonstrate that the audit finding is invalid or does not warrant action. (2 CFR 200.26, 200.508, 200.511)

Regulation HANFORD ELEMENTARY SCHOOL DISTRICT

approved: October 26, 2016 Hanford, California

revised:

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 04/01/2019

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 04/10/2019

ITEM:

Consider adoption of the following Board Policy and Administrative Regulation:
 BP/AR 3551 – Food Service Operations/Cafeteria Fund

PURPOSE:

Policy updated to reflect NEW LAW (SB 250) which requires districts to make their meal charge policy public and ensure that students with unpaid meal fees are not shamed or treated differently than other students. Section on "Procurement of Foods, Equipment, and Supplies" reflects NEW LAW (SB 730) which requires the California Department of Education (CDE) to provide information about the Buy American provision, NEW LAW (AB 822) which requires a preference for California-grown agricultural products with specified exceptions, and NEW LAW (SB 544) which clarifies that procurements in federally funded nutrition programs are subject to the procurement standards of the federal Uniform Guidance. Regulation updated to reflect provisions of SB 250 which require districts to notify parents/guardians within 10 days of a negative balance in their child's school meal account and to exhaust all options to enroll the student in the free and reduced-price meal program if he/she is eligible. Regulation also adds new section reflecting NEW LAW (SB 557) which authorizes donation of unused, unopened foods to a food bank or other nonprofit charitable organization.

FISCAL IMPACT:

None.

RECOMMENDATIONS:

Adopt the following Board Policy and Administrative Regulation:
 BP/AR 3551 – Food Service Operations/Cafeteria Fund

Hanford ESD

Board Policy

Food Service Operations/Cafeteria Fund

BP 3551

Business and Noninstructional Operations

The Board of Trustees intends that school food services shall be a self-supporting, nonprofit program. To ensure program quality and increase cost effectiveness, the Superintendent or designee shall centralize and direct the purchasing of ~~foods~~~~food~~ and supplies, the planning of menus, and the auditing of all food service accounts for the district.

(cf. 3100 - Budget)

(cf. 3300 - Expenditures and Purchases)

(cf. 3311 - Bids)

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

(cf. 3552 - Summer Meal Program)

(cf. 5030 - Student Wellness)

The Superintendent or designee shall ensure that all food service personnel possess the required~~appropriate~~ qualifications and receive ongoing professional development related to the effective management and implementation of the district's food service program in accordance with law.

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

At least once each year, food service administrators, other appropriate personnel who conduct or oversee administrative procedures, and other food service personnel shall receive training provided by the California Department of Education (CDE). (42 USC 1776)

Meal Sales

Meals may be sold to students, district employees, Board members, and employees or members of the fund or association maintaining the cafeteria. (Education Code 38082)

In addition, meals may be sold to nonstudents, including parents/guardians, volunteers, students' siblings, or other individuals, who are on campus for a legitimate purpose. Any meals served to nonstudents shall not be subsidized by federal or state reimbursements, food service revenues, or U.S. Department of Agriculture (USDA) foods.

Meal prices, as recommended by the Superintendent or designee and approved by the Board, shall be based on the costs of providing food services and consistent with Education Code 38084

and 42 USC 1760.

The Superintendent or designee shall establish strategies and procedures for the collection of meal payments, including delinquent meal payments. Such procedures shall conform with 2 CFR 200.426 and any applicable CDE guidance. The Superintendent or designee shall clearly communicate these procedures to students and parents/guardians, and shall make this policy and the accompanying administrative regulation available to the public.

The Superintendent or designee shall ensure that a student whose parent/guardian has unpaid school meal fees is not overtly identified, shamed, treated differently, or served a meal that differs from the meal served to other students. (Education Code 49557.5)

Students who are enrolled in the free or reduced-price meal program shall receive meals free of charge or at a reduced price in accordance with law, Board policy, and administrative regulation. Such students shall not be overtly identified or treated differently from other students.

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

(cf. 3553 - Free and Reduced Price Meals)

~~Meals may be sold to nonstudents, including parents/guardians, volunteers, students' siblings, or other individuals, who are on campus for a legitimate purpose. Any meals served to nonstudents shall not be subsidized by federal or state reimbursements, food service revenues, or U.S. Department of Agriculture (USDA) foods.~~

Cafeteria Fund

The Superintendent or designee shall establish a cafeteria fund independent of the district's general fund.

OPTION 2: The wages, salaries, and benefits of food service employees shall be paid from the cafeteria fund. (Education Code 38103)

The Superintendent or designee shall ensure that state and federal funds provided through school meal programs are allocated only for purposes related to the operation or improvement of food services and reasonable and necessary indirect program costs as allowed by law.

(cf. 3230 - Federal Grant Funds)

(cf. 3400 - Management of District Assets/Accounts)

(cf. 3460 - Financial Reports and Accountability)

Contracts with Outside Services

With Board approval, the district may enter into a contract for food service consulting services or management services in one or more district schools. (Education Code 45103.5; 42 USC 1758; 7 CFR 210.16)

(cf. 3312 - Contracts)
(cf. 3600 - Consultants)

Procurement of Foods, Equipment and Supplies

To the maximum extent practicable, foods purchased for use in school meals by the district or by any entity purchasing food on its behalf shall be domestic commodities or products. Domestic commodity or product means an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. (42 USC 1760; 7 CFR 210.21)

A nondomestic food product may be purchased for use in the district's food service program only as a last resort when the product is not produced or manufactured in the United States in sufficient and reasonable quantities of a satisfactory quality, or when competitive bids reveal the costs of a United States product are significantly higher than the nondomestic product. In such cases, the Superintendent or designee shall retain documentation justifying the use of the exception.

Furthermore, the district shall accept a bid or price for an agricultural product grown in California before accepting a bid or price for an agricultural product grown outside the state, if the quality of the California-grown product is comparable and the bid or price does not exceed the lowest bid or price of a product produced outside the state. (Food and Agriculture Code 58595)

Bid solicitations and awards for purchases of equipment, materials, or supplies in support of the district's child nutrition program, or for contracts awarded pursuant to Public Contract Code 2000, shall be consistent with the federal procurement standards in 2 CFR 200.318-200.326. Awards shall be let to the most responsive and responsible party. Price shall be the primary consideration, but not the only determining factor, in making such an award. (Public Contract Code 20111)

Program Monitoring and Evaluation

The Superintendent or designee shall present to the Board, at least annually, financial reports regarding revenues and expenditures related to the food service program.

The Superintendent or designee shall provide all necessary documentation required for the Administrative Review conducted by the CDE to ensure compliance of the district's food service program with federal requirements related to maintenance of the nonprofit school food service account, meal charges, paid lunch equity, revenue from nonprogram goods, indirect costs, and USDA foods.

(cf. 3555 - Nutrition Program Compliance)

Legal Reference:

EDUCATION CODE

38080-38086 Cafeteria, establishment and use
 38090-38095 Cafeterias, funds and accounts
 38100-38103 Cafeterias, allocation of charges
 42646 Alternate payroll procedure
 45103.5 Contracts for management consulting services; restrictions
 49490-49493 School breakfast and lunch programs
 49500-49505 School meals
 49554 Contract for services

49550-49564.5 Meals for needy students

49580-49581 Food recovery program

FOOD AND AGRICULTURE CODE

58595 Preference for California-grown agricultural products

HEALTH AND SAFETY CODE

113700-114437 California Retail Food Code

PUBLIC CONTRACT CODE

2000-2002 Responsive bidders

20111 Contracts

CODE OF REGULATIONS, TITLE 5

15550-15565 School lunch and breakfast programs

UNITED STATES CODE, TITLE 42

1751-1769j School lunch programs

1771-1791 Child nutrition, including:

1773 School breakfast program

CODE OF FEDERAL REGULATIONS, TITLE 2

200.56 Indirect costs, definition

200.318-200.326 Procurement standards

200.400-200.475 Cost principles

200 Appendix VII Indirect cost proposals

~~225—Cost Principles for State, Local, and Indian Tribal Governments~~

CODE OF FEDERAL REGULATIONS, TITLE 7

210.1-210.31 National School Lunch Program

220.1-220.21 National School Breakfast Program

250.1-250.70 USDA foods

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Accounting Manual

Food Distribution Program Administrative Manual

~~Cafeteria Funds—Allowable Uses, Management Bulletin NSD-SNP-07-2013, May 2013~~

~~Paid Lunch Equity Requirement, Management Bulletin USDA-SNP-16-2012, October 2012~~

Storage and Inventory Management of U.S. United States Department of Agriculture (~~USDA~~)

~~Donated Foods, NSD Management Bulletin, USDA-FDP-01-2018, January 2018 02-2010,~~

~~August 2010~~

Unpaid Meal Charges: Local Meal Charge Policies, Clarification on Collection of Delinquent Meal Payments, and Excess Student Account Balances, NSD Management Bulletin, SNP-03-2017, April 2017

Clarification for the Use of Alternate Meals in the National School Lunch and School Breakfast Programs, Bad Debt Policies, and the Handling of Unpaid Meal Charges, NSD Management Bulletin, USDA-SNP-06-2015, May 2015~~01-2008, February 2008~~

Cafeteria Funds--Allowable Uses, NSD Management Bulletin, NSD-SNP-07-2013, May 2013
Paid Lunch Equity Requirement, NSD Management Bulletin, USDA-SNP-16-2012, October 2012

Adult and Sibling Meals in the National School Lunch and School Breakfast Programs, NSD Management Bulletin 00-111, July 2000

U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS

~~Financial Management of the School Meal Programs, Correspondence, August 30, 2013~~

~~Indirect Costs: Guidance for State Agencies and School Food Authorities, 2011~~

~~U.S. DEPARTMENT OF EDUCATION GUIDANCE~~

FAQs About School Meals

Unpaid Meal Charges: Guidance and Q&A, SP 23-2017, March 2017

Indirect Costs: Guidance for State Agencies and School Food Authorities SP 60-2016, September 2016

Overcoming the Unpaid Meal Challenge: Proven Strategies from Our Nation's Schools, September 2016

Unpaid Meal Charges: Local Meal Charge Policies, SP 46-2016, July 2016

Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program, SP 24-2016, February 2016

Discretionary Elimination of Reduced Price Charges in the School Meal Programs, SP 17-2014, January 2014

WEB SITES

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

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

U.S. Department of Agriculture, Food and Nutrition Service: <http://www.fns.usda.gov/cnd>

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

Policy HANFORD ELEMENTARY SCHOOL DISTRICT

adopted: May 16, 2001 Hanford, California

revised: February 11, 2015

revised:

Hanford ESD

Administrative Regulation

Food Service Operations/Cafeteria Fund

AR 3551

Business and Noninstructional Operations

Payments for Meals

With the exception of students who are eligible to receive meals at no cost, students may pay on a per-meal basis or may submit payments in advance. -The Superintendent or designee shall maintain a system for accurately recording payments received and tracking meals provided to each student.

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

(cf. 3552 - Summer Meal Program)

(cf. 3553 - Free and Reduced Price Meals)

(cf. 3555 - Nutrition Program Compliance)

At the beginning of the school year, and whenever a student enrolls during the school year, parents/guardians shall be notified of the district's meal payment policies and be encouraged to prepay for meals whenever possible. The Superintendent or designee shall communicate the district's meal payment policies through multiple methods, including, but not limited to:

1. Explaining the meal charge policy within registration materials provided to parents/guardians at the start of the school year
2. Including the policy in print versions of student handbooks, if provided to parents/guardians annually
3. Providing the policy whenever parents/guardians are notified regarding the application process for free and reduced-price meals, such as in the distribution of applications at the start of the school year
4. Posting the policy on the district's web site
5. Establishing a system to notify parents/guardians when a student's meal payment account has a low or negative balance

(cf. 1113 - District and School Web Sites)

(cf. 5145.6 - Parental Notifications)

~~Students and their parents/guardians shall be notified whenever their account has~~
~~In any school that uses a system zero balance. Whenever a student's account has an unpaid-~~

~~balance of \$3 or more, students requesting a meal are offered an alternative meal until the account unpaid balance is paid.~~

~~In tickets or other similar medium means of exchange rather than an electronic point-of-sale system repeated nonpayment by a student, the Superintendent or designee shall develop a process may contact parents/guardians to discuss the reasons for providing replacement tickets to any student who reports his/her tickets as lost or stolen. However, whenever any student reports an excessive number of lost or stolen tickets, the the nonpayment. The Superintendent or designee shall notify the parent/guardian and may provide an alternative method of tracking meal usage may evaluate individual circumstances to determine if the student's parents/guardians need assistance completing an application for that student free or reduced-price meals or need referral to social services.~~

In order to avoid potential misuse of a student's food service account by someone other than the student in whose name the account has been established, the Superintendent or designee shall verify a student's identity when setting up the account and when charging any meal to the account. -The Superintendent or designee shall investigate any claim that a bill does not belong to a student or is inaccurate, shall not require a student to pay a bill that appears to be the result of identity theft, and shall open a new account with a new account number for a student who appears to be the subject of identity theft.

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

Any payments made to a student's food service account shall, if not used within the school year, be carried over into the next school year or be refunded to the student's parents/guardians.

Unpaid and Delinquent Meal Charges

No later than 10 days after a student's school meal account has reached a negative balance, the Superintendent or designee shall so notify the student's parent/guardian. Before sending this notification, the district shall exhaust all options and methods to directly certify the student for free or reduced-price meals. If the district is not able to directly certify the student, the notice to the parent/guardian shall include a paper copy of, or an electronic link to, an application for free or reduced-price meals and the Superintendent or designee shall contact the parent/guardian to encourage submission of the application. (Education Code 49557.5)

The district may attempt to collect unpaid school meal fees from a parent/guardian, but shall not use a debt collector. (Education Code 49557.5)

The Superintendent or designee may enter into an agreement with a student's parent/guardian for payment of the student's unpaid meal charge balance over a period of time. As necessary, the repayment plan may allow the unrecovered or delinquent debt to carry over into the next fiscal year.

The district shall not direct any action toward a student to collect unpaid school meal fees.

(Education Code 49557.5)

The district's efforts to collect debt shall be consistent with district policies and procedures, California Department of Education (CDE) guidance, and 2 CFR 200.426. The district shall not spend more than the actual debt owed in efforts to recover unpaid meal charges.

The Superintendent or designee shall maintain records of the efforts made to collect unpaid meal charges and, if applicable, financial documentation showing when the unpaid meal balance has become an operating loss.

Reimbursement Claims

The Superintendent or designee shall maintain records of the number of meals served each day by school site and by category of free, reduced-price, and full-price meals. The Superintendent or designee shall submit reimbursement claims for school meals to ~~CDEthe California-~~ Department of Education (CDE) using the online Child Nutrition Information and Payment System.

Donation of Leftover Food

To minimize waste and reduce food insecurity, the district may provide sharing tables where students and staff may return appropriate unused cafeteria food items to be made available to students during the course of a regular school meal time. If food on the sharing tables is not taken by a student, the school cafeteria may donate the food to a food bank or any other nonprofit charitable organization. (Health and Safety Code 114079)

Food that may be donated includes prepackaged, nonpotentially hazardous food with the packaging still intact and in good condition, whole uncut produce, unopened bags of sliced fruit, unopened containers of milk that are immediately stored in a cooling bin maintained at 41 degrees Fahrenheit or below, and perishable prepackaged food if it is placed in a proper temperature-controlled environment. The preparation, safety, and donation of food shall be consistent with Health and Safety Code 113980. (Health and Safety Code 114079)

Cafeteria Fund

All proceeds from food sales and other services offered by the cafeteria shall be deposited in the cafeteria fund as provided by law. ~~The income and expenditures of any cafeteria revolving account established by the~~ Governing Board-of-Trustees shall be recorded as income and expenditures of the cafeteria fund. (Education Code 38090, 38091)

(cf. 3100 - Budget)

(cf. 3300 - Expenditures and Purchases)

The cafeteria fund shall be used only for ~~those expenditures authorized by the Board as necessary for the operation of school cafeterias~~ in accordance with Education Code 38100-38103, 2 CFR Part 200 Appendix VII225, and the California School Accounting Manual.

~~(Education Code 38091, 38101; 2 CFR 225)~~

~~These expenditures may include, but are not limited to, expenditures for the following:—
(Education Code 38091)~~

- ~~1. Construction, alteration, or improvement of a central food processing plant~~
- ~~2. Lease, purchase or installation of additional cafeteria equipment of the central food processing plant~~
- ~~3. Vending machines and their installation and housing~~
- ~~4. Computer equipment and related software~~
- ~~5. Lease or purchase of vehicles used primarily in connection with the central food processing plant~~

Any charges to, or transfers from, a food service program shall be dated and accompanied by a written explanation of the expenditure's purpose and basis. (Education Code 38101)

(cf. 3110 - Transfer of Funds)

~~Any funds derived from the sale of cafeteria food and deposited in a Board established cafeteria equipment reserve shall be used only for the purchase, lease, maintenance or replacement of cafeteria equipment.—(Education Code 38102)~~

Indirect costs charged to the food service program shall be based on either the district's prior year indirect cost rate or the statewide average approved indirect cost rate for the second prior fiscal year, whichever is less. (Education Code 38101)

Net cash resources in the nonprofit school food service shall not exceed three months average expenditures. (2 CFR 220240.14)

U.S. Department of Agriculture Foods

The Superintendent or designee shall ensure that foods received through the U.S. Department of Agriculture (USDA) are handled, stored, and distributed in facilities which: (7 CFR 250.14)

1. Are sanitary and free from rodent, bird, insect, and other animal infestation
2. Safeguard foods against theft, spoilage, and other loss
3. Maintain foods at proper storage temperatures
4. Store foods off the floor in a manner to allow for adequate ventilation

5. Take other protective measures as may be necessary

The Superintendent or designee shall maintain inventories of USDA foods in accordance with 7 CFR 250.59 and CDE procedures, and shall ensure that foods are used before their expiration dates.

USDA donated foods shall be used in school lunches as far as practicable. – USDA foods also may be used in other nonprofit food service activities, including, but not limited to, school breakfasts or other meals, a la carte foods sold to students, meals served to adults directly involved in the operation and administration of the food service and to other school staff, and training in nutrition, health, food service, or general home economics instruction for students, provided that any revenues from such activities accrue to the district's nonprofit food service account. (7 CFR 250.~~59~~⁶⁰)

Contracts with Outside Services

The term of any contract for food service management or consulting services shall not exceed one year. Any renewal of the contract or further requests for proposals to provide such services shall be considered on a year-to-year basis. (Education Code 45103.5; 7 CFR 210.16)

Any contract for management of the food service operation shall be approved by CDE and comply with the conditions in Education Code 49554 and 7 CFR 210.16 as applicable. The district shall retain control of the quality, extent, and general nature of its food services, including prices to be charged to students for meals, and shall monitor the food service operation through periodic on-site visits. The district shall not enter into a contract with a food service company to provide a la carte food services only, unless the company agrees to offer free, reduced-price, and full-price reimbursable meals to all eligible students. (Education Code 49554; 42 USC 1758; 7 CFR 210.16)

Any contract for consulting services shall not result in the supervision of food service classified staff by the management consultant, nor shall it result in the elimination of any food service classified staff or position or have any adverse effect on the wages, benefits, or other terms and conditions of employment of classified food service staff or positions. –All persons providing consulting services shall be subject to applicable employment conditions related to health and safety as listed in Education Code 45103.5. (Education Code 45103.5)

(cf. 3312 - Contracts)

(cf. 3515.6 - Criminal Background Checks for Contractors)

(cf. 3600 - Consultants)

(cf. 4112.4/4212.4/4312.4 - Health Examinations)

(cf. 4212 - Appointments and Conditions of Employment)

reviewed: May 16, 2001

reviewed: February 11, 2015

reviewed:

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 04/01/2019

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 04/10/2019

ITEM:

Consider adoption of the following Board Policy and Administrative Regulation:

BP/AR 3553 – Free and Reduced Meals

PURPOSE:

The attached Board Policy and Administrative Regulation are being updated to reflect NEW LAW (SB 138) which requires districts to apply by September 1, 2018, for a federal universal meal service for "very high poverty schools," as defined, for the purpose of providing breakfast and/or lunch free of charge to all students enrolled at the school. An exception exists for districts whose board adopts a resolution stating the district is unable to comply due to fiscal hardship. Regulation updated to reflect a provision of SB 138 which requires direct certification of students' eligibility for free or reduced-price meals based on their Medi-Cal participation. In both BP and AR, section related to confidentiality and allowable purposes for sharing students' free and reduced-price meal eligibility information revised to reflect the elimination of Title I program improvement.

FISCAL IMPACT:

None.

RECOMMENDATIONS:

Adopt the following Board Policy and Administrative Regulation:

BP/AR 3553 – Free and Reduced Meals

Hanford ESD

Board Policy

Free And Reduced Price Meals

BP 3553

Business and Noninstructional Operations

The Governing Board recognizes that adequate nutrition is essential to the development, health, and learning of all students. The Superintendent or designee shall facilitate and encourage the participation of students from low-income families in the district's food service program.

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

(cf. 3552 - Summer Meal Program)

(cf. 5030 - Student Wellness)

(cf. 5148 - Child Care and Development)

(cf. 5148.2 - Before/After School Programs)

(cf. 6177 - Summer Learning Programs)

The district shall provide at least one nutritionally adequate meal each school day, free of charge or at a reduced price, for students whose families meet federal eligibility criteria. (Education Code 49550, 49552)

To provide optimal nutrition and reduce the administrative burden of food service operations, the Superintendent or designee shall assess the eligibility of district schools to provide breakfast and/or lunch free of charge to all students at the school under a federally funded universal meal service provision, such as Provision 2 or the Community Eligibility Provision, pursuant to 42 USC 1759a.

If any district school meets the criteria for a "very high poverty school" through its eligibility for the federal Community Eligibility Provision reimbursement rate pursuant to 42 USC 1759a, the district shall apply to the California Department of Education (CDE) to operate a universal meal service, unless the Board adopts a resolution stating that the district is unable to comply with this requirement due to fiscal hardship. The resolution shall be part of the public agenda for at least two consecutive Board meetings, first as an information item and then as an action item. The Board shall reconsider the resolution at least once every four years. (Education Code 49564; 42 USC 1759a)

The Superintendent or designee shall ensure that meals provided through the free and reduced-price meals program meet applicable state and/or federal nutritional standards in accordance with law, Board policy, and administrative regulation.

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

Schools participating in the Special Milk Program pursuant to 42 USC 1772 shall provide milk at

no charge to students who meet federal eligibility criteria for free or reduced-price meals.

The Board shall approve, and shall submit to the ~~CDE~~California Department of Education for approval, a plan that ensures that students eligible to receive free or reduced-price meals and milk are not treated differently from other students. (Education Code 49557)

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

(cf. 3555 - Nutrition Program Compliance)

(cf. 5145.3 - Nondiscrimination/Harassment)

Confidentiality/Release of Records

All applications and records related to eligibility for the free and reduced-price ~~meal~~meals program shall be confidential and may not be released except as provided by law and authorized by the Board or pursuant to a court order. (Education Code 49558)

(cf. 5125 - Student Records)

The Board authorizes designated employees to use individual records pertaining to student eligibility for the free and reduced-price ~~meal~~meals program for the following purposes: (Education Code 49558)

1. Disaggregation of academic achievement data

(cf. 6162.51 - State Academic Achievement Tests)

2. Identification of students eligible for services under the federal Elementary and Secondary Education Act pursuant to 20 USC 6301-6576~~alternative supports in any school identified as a Title I program improvement school~~

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

~~(cf. 6171 - Title I Programs)~~

If a student transfers from the district to another district, charter school, county office of education program, or private school, the Superintendent or designee may share the student's meal eligibility information to the other educational agency to assist in the continuation of the student's meal benefits.

The Superintendent or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to another school district, charter school, or county office of education that is serving a student living in the same household for purposes related to program eligibility and data used in local control funding formula calculations. (Education Code 49558)

The Superintendent or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to the Superintendent of Public

Instruction for purposes of determining allocations under the local control funding formula and for assessing accountability of that funding. (Education Code 49558)

The Superintendent or designee may release information on the school lunch program application to the local agency that determines eligibility for participation in the Medi-Cal program if the student has been approved for free meals or, if included in the agreement with the local agency, for reduced-price meals. He/she also may release information on the school lunch application to the local agency that determines eligibility for CalFresh or another nutrition assistance program authorized under 7 CFR 210.1 if the student has been approved for free or reduced-price meals. Information may be released for these purposes only if the student's parent/guardian consents to the sharing of information and the district has entered into a memorandum of understanding with the local agency which, at a minimum, includes the roles and responsibilities of the district and local agency and the process for sharing the information. After sharing information with the local agency for purposes of determining eligibility for that program, no further information shall be shared unless otherwise authorized by law. (Education Code 49557.2, 49557.3, 49558)

(cf. 5141.6 - School Health Services)

Legal Reference:

EDUCATION CODE

48980 _Notice at beginning of term
 49430-49434 _Pupil Nutrition, Health, and Achievement Act of 2001
 49490-49494 _School breakfast and lunch programs
 49500-49505 _School meals
 49510-49520 _Nutrition
 49530-49536 _Child Nutrition Act of 1974
 49547-49548.3 _Comprehensive nutrition service
 49550-~~49564.5~~ ~~49562~~ Meals for needy students

CODE OF REGULATIONS, TITLE 5

15510 _Mandatory meals for needy students
 15530-15535 _Nutrition education
 15550-15565 _School lunch and breakfast programs

UNITED STATES CODE, TITLE 20

1232g _Federal Educational Rights and Privacy Act
~~6301-6576 Elementary and Secondary Education Act~~
~~6301-6514 Title I programs~~

UNITED STATES CODE, TITLE 42

1751-1769j _School lunch program
 1771-1791 _Child nutrition, especially:
 1773 _School breakfast program

CODE OF FEDERAL REGULATIONS, TITLE 7

210.1-210.31 _National School Lunch Program
 220.10-220.21 _National School Breakfast Program

245.1-245.13 Determination of eligibility for free and reduced-price meals and free milk

~~WELFARE AND INSTITUTIONS CODE~~

~~14005.41 Basic health care~~

Management Resources:

CSBA PUBLICATIONS

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

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

~~CALIFORNIA DEPARTMENT OF EDUCATION MANAGEMENT BULLETINS~~

~~NSD SNP-12-2015 Updated Guidance on Sharing of School Meal Applications and the Passing of Assembly Bill 1599, July 2015~~

~~USDA SNP-07-2010 Change in Free and Reduced Price Meal Application Approval Process, September 2010~~

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

~~Feed More Kids, Improve Program Participation~~

Direct Certification Implementation Checklist Free and Reduced-Price Meals: Universal Meal Service, Nutrition Services Division Management Bulletin SNP-01-2018, January 2018
~~Checklist, May 2008~~

U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS

Eligibility Manual for School Meals: Determining and Verifying Eligibility, July 2015

U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS (continued)

Provision 2 Guidance: -National School Lunch and School Breakfast Programs, Summer 2002
WEB SITES

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

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

California Food Policy Advocates: <http://cfpa.net>
~~Healthy Kids Resource Center: -
<http://www.californiahealthykids.org>~~

California Project LEAN (Leaders Encouraging Activity and Nutrition): -
<http://www.californiaprojectlean.org>

U.S. Department of Agriculture, Food and Nutrition Service: -<http://www.fns.usda.gov/cnd>

Policy HANFORD ELEMENTARY SCHOOL DISTRICT

adopted: November 18, 1998 Hanford, California

reviewed: May 16, 2001

revised: December 8, 2006

revised: June 15, 2011

revised: April 26, 2017

revised:

Hanford ESD

Administrative Regulation

Free And Reduced Price Meals

AR 3553

Business and Noninstructional Operations

Applications

The Superintendent or designee shall ensure that the district's application form for free and reduced-price meals and related materials include the statements specified in Education Code 49557 and 7 CFR 245.5. The district's application packet shall include the notifications and information listed in Education Code 49557.2.

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

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

(cf. 3552 - Summer Meal Program)

The application form and related information shall be distributed in paper form to all parents/guardians at the beginning of each school year and shall be available to students at all times during the school day. (Education Code 48980, 49520; 42 USC 1758; 7 CFR 245.5)

(cf. 5145.6 - Parental Notifications)

An application form and related information shall also be provided whenever a new student is enrolled.

At the beginning of each school year, the Superintendent or designee shall send a public release, containing the same information supplied to parents/guardians and including eligibility criteria, to local media, the local unemployment office, and any major employers in the district attendance area contemplating large layoffs. Copies of the public release shall be made available upon request to any interested person. (7 CFR 245.5)

Eligibility

The Superintendent or designee shall determine students' eligibility for the free and reduced-price ~~meal~~meals program based on the criteria specified in 42 USC 1758 and 1773 and 7 CFR 245.1-245.13 and made available by the California Department of Education.

Participants~~When authorized by law, participants~~ in the CalFresh, California Work Opportunity and Responsibility to Kids (CalWORKS), and Medi-Cal~~other federal or state~~ programs ~~shall~~may be directly certified,~~without further application,~~ for enrollment in the free and reduced-price ~~meal~~meals program ~~without further application.~~ Participants in other state or federal programs may be directly certified when authorized by law. (Education Code 49561, 49562; 42 USC 1758; 7 CFR 245.6)

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6175 - Migrant Education Program)

Verification of Eligibility

Not later than November 15 of each year, the Superintendent or designee shall verify the eligibility of a sample of household applications approved for the school year in accordance with the sample sizes and procedures specified in 42 USC 1758 and 7 CFR 245.6a. (42 USC 1758; 7 CFR 245.6a)

If the review indicates that the initial eligibility determination is correct, the Superintendent or designee shall verify the approved household application. If the review indicates that the initial eligibility determination is incorrect, the Superintendent or designee shall: (42 USC 1758; 7 CFR 245.6a)

1. If the eligibility status changes from reduced price to free, make the increased benefits immediately available and notify the household of the change in benefits
2. If the eligibility status changes from free to reduced price, first verify the application, then notify the household of the correct eligibility status, and, when required by law, send a notice of adverse action as described below
3. If the eligibility status changes from free or reduced price to paid, send the household a notice of adverse action as described below

If any household is to receive a reduction or termination of benefits as a result of verification activities, or if the household fails to cooperate with verification efforts, the Superintendent or designee shall reduce or terminate benefits, as applicable, and shall properly document and retain on file in the district the reasons for ineligibility. He/she also shall send a notice of adverse action to any household that is to receive a reduction or termination of benefits. Such notice shall be provided 10 days prior to the actual reduction or termination of benefits. The notice shall advise the household of: (7 CFR 245.6a)

1. The change and the reasons for the change
2. The right to appeal, when the appeal must be filed to ensure continued benefits while awaiting a hearing and decision, and instructions on how to appeal
3. The right to reapply at any time during the school year

Confidentiality/Release of Records

The Superintendent designates the following district employee(s) to use individual records pertaining to student participation in the free and reduced-price ~~meal~~meals program for the

purpose of disaggregation of academic achievement data and/or for the provision of services under the federal Elementary and Secondary Education Act pursuant to 20 USC 6301-6576.~~students who are eligible for alternative supports in a Title I program improvement school:~~

Director of Program Development, Assessment and Accountability

In using the records for such purposes, the Superintendent or designee shall ensure that:
(Education Code 49558)

1. No individual indicators of participation in the free and reduced-price ~~meal~~meals program are maintained in the permanent records of any student if not otherwise allowed by law.

(cf. 5125 - Student Records)

2. Information regarding individual student participation in the free and reduced-price ~~meal~~meals program is not publicly released.

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

3. All other confidentiality provisions required by law are met.

4. Information collected regarding individual students certified to participate in the free and reduced-price ~~meal~~meals program is destroyed when no longer needed for its intended purpose.

Nondiscrimination Plan

The district's plan for students receiving free or reduced-price meals shall ensure the following:
(Education Code 49557; 42 USC 1758)

1. The names of the students shall not be published, posted, or announced in any manner, or used for any purpose other than the National School Lunch and School Breakfast Programs, unless otherwise provided by law.

2. There shall be no overt identification of any of the students by the use of special tokens or tickets or by any other means.

3. The students shall not be required to work for their meals or for milk.

4. The students shall not be required to use a separate dining area, go through a separate serving line or entrance, or consume their meals or milk at a different time.

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

(cf. 3555 - Nutrition Program Compliance)

When more than one lunch, breakfast, or type of milk is offered, the students shall have the same choice of meals or milk as is available to those students who pay the full price. (Education

Code 49557; 7 CFR 245.8)

Prices

The maximum price that shall be charged to eligible students for reduced-price meals shall be 40 cents for lunch and 30 cents for breakfast. (42 USC 1758, 1773)

Regulation HANFORD ELEMENTARY SCHOOL DISTRICT

approved: November 18, 1998 Hanford, California

reviewed: May 16, 2001

revised: June 15, 2011

revised: April 26, 2017

revised:

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Jill Rubalcava



DATE: April 1, 2019

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: April 10, 2019

ITEM: BP 6161.3 - Toxic Art Supplies

PURPOSE:

Approve deletion of BP 6161.3 - Toxic Art Supplies

Policy deleted and key concepts incorporated into BP 3514.1 - Hazardous Substances.

FISCAL IMPACT: None at this time

RECOMMENDATIONS: Approval

Hanford ESD

Board Policy

Toxic Art Supplies

BP 6161.3-

Instruction

The Board of Trustees recognizes its responsibility to protect the health and safety of students in the selection of materials used for instruction in arts and crafts activities.

The Superintendent or designee shall develop procedures for the purchase, use and proper disposal of arts and crafts materials which ensure that the health and safety of students is protected from harmful exposure to toxic substances in accordance with Education Code 32064 and established health standards.

The Superintendent or designee shall ensure that arts and crafts material purchased for use by students in grades K-6 will not contain toxic substances or cause chronic illness as determined by the State Department of Health Services.

Students in grades 7 and 8 are considered able to read and understand product labels and to take adequate precautions to use products which are prohibited for use in grades K-6. The Superintendent or designee shall ensure that arts and crafts materials purchased for use in grades 7 and 8 meet the requirements of Education Code 32065. The products must be properly labeled to identify toxic ingredients, warn of potential adverse health effects and describe procedures for safe use and storage.

(cf. 3514—Environmental Safety)
(cf. 3514.1—Hazardous Substances)
(cf. 5142—Safety)

Legal Reference:

EDUCATION CODE

32060—Legislative findings and declarations

32061—Art or craft material; definition

32062—Human carcinogen; definition

32063—Toxic substance causing chronic illness; definition

32064—Restrictions on purchases of arts and crafts materials

32065—Warning labels

32066—List of toxic art supplies; preparation and distribution

HEALTH AND SAFETY CODE

108500-108515—Labeling of arts and crafts materials

PENAL CODE

594.1—Aerosol containers of paint

Management Resources:

~~CDE PROGRAM ADVISORIES:~~

~~0712.94 Toxic Art Supplies—List of Approved Products CIL :94/95-01~~

~~Policy HANFORD ELEMENTARY SCHOOL DISTRICT~~

~~adopted: May 16, 2001—Hanford, California~~

DELETED

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy Gabler
 FROM: Jason Strickland
 DATE: April 1, 2019

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

Date you wish to have your item considered: 4/10/19

ITEM: Consider for Adoption the following revised Board Policy:

BP/AR 5111 - Admission

PURPOSE: Policy updated to reflect state law prohibiting the collection of social security numbers or the last four digits of the social security numbers of students or their parents/guardians, unless otherwise required by law. Policy also reflects NEW LAW (AB 699) which prohibits districts from inquiring into students' citizenship or immigration status and the California Attorney General's model policy which provides that, under the limited circumstances when such information must be collected to comply with eligibility requirements for special state or federal programs, such information should be collected separately from the school enrollment process. Regulation updated to reflect a requirement of the Attorney General's model policy that prohibits districts from requiring documentation that may indicate a student's national origin or immigration status, such as a passport, to the exclusion of other permissible documentation. Regulation also reflects the authority to accept a parent/guardian affidavit as evidence of a child's age when other documentation is not available.

FISCAL IMPACT (if any): None

RECOMMENDATION (if any): Approve

Hanford ESD

Board Policy

Admission

BP 5111

Students

The ~~Governing~~ Board of Trustees encourages the enrollment and appropriate placement of all school-aged children in school. The Superintendent or designee shall inform parents/guardians of children seeking admission to~~entering~~ a district school at any grade level about admission requirements and shall assist them with enrollment procedures.

(cf. 1112 - Media Relations)
(cf. 1113 - District and School Web Sites)
(cf. 1114 - District-Sponsored Social Media)
(cf. 5116.1 - Intradistrict Open Enrollment)
(cf. 5117 - Interdistrict Attendance)
(cf. 5118 - Open Enrollment Act Transfers)

All appropriate staff shall receive training on district admission policies and procedures, including information regarding the types of documentation that can and cannot be requested.

The district's enrollment application shall include information about the health care options and enrollment assistance available to families within the district. The district shall not discriminate against any child for not having health care coverage and shall not use any information relating to a child's health care coverage or his/her interest in learning about health care coverage in any manner that would harm the child or his/her family. (Education Code 49452.9)

Verification of Admission Eligibility

Before enrolling any child in a district school, the Superintendent or designee shall verify the child's age, residency, immunization, and other applicable eligibility criteria specified in law, the accompanying administrative regulation, or other applicable Board policy or administrative regulation.

(cf. 5111.1 - District Residency)
 (cf. ~~5111.12 - Residency Based on Parent/Guardian Employment~~)
 (~~cf.~~ 5125 - Student Records)
 (cf. 5141.3 - Health Examinations)
 (cf. 5141.31 - Immunizations)
 (cf. 5141.32 - Health Screening for School Entry)

The district shall not inquire into or request documentation of a student's social security number

or the last four digits of the social security number or the citizenship or immigration status of the student or his/her family members. (Education Code 234.7, 49076.7)

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

(cf. 5145.13 - Response to Immigration Enforcement)

(cf. 5145.3 - Nondiscrimination/Harassment)

However, such information may be collected when required by state or federal law or to comply with requirements for special state or federal programs. In any such situation, the information shall be collected separately from the school enrollment process and the Superintendent or designee shall explain the limited purpose for which the information is collected. Enrollment in a district school shall not be denied on the basis of any such information of the student or his/her parents/guardians obtained by the district, or the student's or parent/guardian's refusal to provide such information to the district.

School registration information shall list all possible means of documenting a child's age for grades K-1 as authorized by Education Code 48002 or otherwise prescribed by the Board. Any alternative document allowed by the district shall be oneensure that all persons can obtain regardless of immigration status, citizenship status, or national origin and shall not reveal information related to citizenship or immigrant status.

The Superintendent or designee shall immediately enroll a the enrollment of a homeless student, or foster youth, student who has had contact with the juvenile justice system, child or a child of a military family regardless is not delayed because of outstanding fees or fines owed to the student's child's last school, lack of clothing normally required by the school, such as school uniforms, or for his/her inability to produce previous academic, medical, or other records normally required for enrollment. (Education Code 48645.5, 48850, 48852.7, 48853.5, 49701; 42 USC 11432)

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6173.2 - Education of Children of Military Families)

In addition, no child shall be denied enrollment in a district school solely on the basis of his/her arrest, adjudication by a juvenile court, formal or informal supervision by a probation officer, detention in a juvenile facility, enrollment in a juvenile court school, or other contact with the juvenile justice system. (Education Code 48645.5)

(cf. 6173.3 - Education for Juvenile Court School Students)

5119—Students Expelled from Other Districts)

When enrolling in any district school, including a school in their attendance area, children whose parents/guardians reside within district boundaries shall be subject to the timelines established by the Board for open enrollment. Children whose parents/guardians do not reside within the district or who are not otherwise eligible for enrollment in the district may apply for interdistrict attendance in accordance with the timelines specified in applicable Board policies and—

~~administrative regulations.~~

~~(cf. 5116.1 Intradistrict Open Enrollment)~~

~~(cf. 5117 Interdistrict Attendance)~~

~~(cf. 5118 Open Enrollment Act Transfers)~~

~~The district's enrollment application shall include information about the health care options and enrollment assistance available to families within the district. The district shall not discriminate against any child for not having health care coverage and shall not use any information relating to a child's health care coverage or his/her interest in learning about health care coverage in any manner that would harm the child or his/her family. (Education Code 49452.9)~~

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

Legal Reference:

EDUCATION CODE

234.7 Student protections relating to immigration and citizenship status

46300 Computation of average daily attendance, inclusion of kindergarten and transitional kindergarten

46600 Agreements for admission of students desiring interdistrict attendance

48000 Minimum age of admission (kindergarten)

48002 Evidence of minimum age required to enter kindergarten or first grade

48010 Minimum age of admission (first grade)

48011 Admission from kindergarten or other school; minimum age

48050-48053 Nonresidents

48200 Children between ages of 6 and 18 years (compulsory full-time education)

48350-48361 Open Enrollment Act

48645.5 Enrollment of former juvenile court school students

48850-48859 Educational placement of homeless and foster youth

49076 Access to records by persons without written consent or under judicial order

49076.7 Student records; data privacy; social security numbers

49408 Information of use in emergencies

49452.9 Health care coverage options and enrollment assistance

49700-~~49703~~~~49704~~ Education of children of military families

HEALTH AND SAFETY CODE

120325-120380 Education and child care facility immunization requirements

121475-121520 Tuberculosis tests for students

CODE OF REGULATIONS, TITLE 5

200 Promotion from kindergarten to first grade

201 Admission to high school

CODE OF REGULATIONS, TITLE 17

6000-6075 School attendance immunization requirements

UNITED STATES CODE, TITLE 542

552a Note Refusal to disclose social security number

UNITED STATES CODE, TITLE 4211431-11435 McKinney-~~Vento~~ Homeless Assistance ActCOURT DECISIONSPlyler v. Doe, 457 U.S. 202 (1982)

Management Resources:

CSBA PUBLICATIONSLegal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status, February 2017CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONSPromoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018U.S. DEPARTMENT OF JUSTICE CIVIL RIGHTS DIVISION AND U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS JOINT PUBLICATIONSDear Colleague Letter: School Enrollment Procedures, May 8, 2014~~6, 2014~~Fact Sheet: Information on the Rights of All Children to Enroll in School, May 8, 2014Information on the Rights of All Children to Enroll in School: Questions and Answers for States, School Districts and Parents, May 8, 2014WEB SITESCSBA: <http://www.csba.org>California Department of Education, Health Care Coverage and Enrollment Assistance: <http://www.cde.ca.gov/ls/he/hc>California Office of the Attorney General: <http://oag.ca.gov>U.S. Department of Education, Office for Civil Rights: <http://www2.ed.gov/about/offices/list/ocr>

Policy HANFORD ELEMENTARY SCHOOL DISTRICT

adopted: July 14, 1999 Hanford, California

reviewed: May 16, 2001

revised: June 13, 2012

revised: September 23, 2015

revised:

Hanford ESD

Administrative Regulation

Admission

AR 5111
Students

Age of Admittance to Kindergarten and First Grade

At the beginning of each school year, the Superintendent or designee shall enroll any ~~otherwise~~-eligible child who will have his/her fifth or sixth birthday on or before September 1 of that year into kindergarten or first grade, as applicable. (Education Code 48000, 48010)

Any child who will have his/her fifth birthday from September 2 through December 2 of the school year shall be offered a transitional kindergarten (TK) program in accordance with law and Board policy. (Education Code 48000)

(cf. 5123 - Promotion/Acceleration/Retention)
(cf. 6170.1 - Transitional Kindergarten)

Documentation of Age/Grade

Prior to the admission of a child to kindergarten or first grade, the parent/guardian shall present proof of the child's age. (Education Code 48002)

Evidence of the child's age may include: (Education Code 48002)

1. A certified copy of a birth certificate or a statement by the local registrar or county recorder certifying the date of birth
2. A duly attested baptism certificate
3. A passport

4. When none of the above documents foregoing is obtainable, an affidavit of the parent/guardian

5. ~~Other may provide any other appropriate~~ means prescribed by of proving the Boardage of the child. (Education Code 48002)

~~(cf. 6146.3 Reciprocity of Academic Credit)~~

Regulation HANFORD ELEMENTARY SCHOOL DISTRICT

approved: May 16, 2001 Hanford, California

revised: June 13, 2012

revised: September 23, 2015

revised:

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy Gabler
 FROM: Jason Strickland
 DATE: April 1, 2019

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

Date you wish to have your item considered: 4/10/19

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

BP/AR 5111.1 - District Residency

PURPOSE: Policy and regulation updated to reflect NEW LAW (AB 699) which prohibits districts from collecting information or documents regarding the citizenship or immigration status of students or their family members. Regulation also updated to reflect NEW LAWS providing that a student meets district residency requirements if the student's parent/guardian is transferring or pending transfer to a military installation within the state (SB 455), or the student's parent/guardian was a resident of California who departed the state against his/her will pursuant to a transfer by a government agency, a court order, or the federal Immigration and Nationality Act (SB 257).

FISCAL IMPACT (if any): None

RECOMMENDATION (if any): Approve

Hanford ESD

Board Policy

District Residency

BP 5111.1

Students

The ~~Governing~~ Board ~~of Trustees~~ desires to admit all students who reside within district boundaries or who fulfill the district residency requirements through other means as allowed by law. The Superintendent or designee shall develop procedures to facilitate the receipt and verification of students' proof of residency.

(cf. 5116 - School Attendance Boundaries)

The Superintendent or designee shall annually notify parents/guardians of all existing attendance options available in the district, including, but not limited to, all options for meeting residency requirements for school attendance. (Education Code 48980)

(cf. 5116.1 - Intradistrict Open Enrollment)

(cf. 5117 - Interdistrict Attendance)

(cf. 5145.6 - Parental Notifications)

The Superintendent or designee shall require parents/guardians to provide documentation of the student's residency upon admission to a district school. A copy of the document or written statement offered as verification of residency shall be maintained in the student's mandatory permanent record. (5 CCR 432)

(cf. 5111 - Admission)

(cf. 5125 - Student Records)

When establishing ~~students'~~~~a student's~~ residency for enrollment purposes, the Superintendent or designee shall not inquire into ~~thea student's~~ citizenship or immigration status of students or their family members.

(cf. 5145.13 - Response to Immigration Enforcement)

A student's enrollment may be denied when the submitted documentation is insufficient to establish district residency. In any such case, the Superintendent or designee shall notify the parent/guardian in writing, including specific reasons for the denial.

Investigation of Residency

When the Superintendent or designee reasonably believes that a student's parent/guardian has provided false or unreliable evidence of residency, he/she may make reasonable efforts to

determine that the student meets district residency requirements. An investigation may be initiated when the Superintendent or designee is able to identify specific, articulable facts supporting the belief that the parent/guardian has provided false or unreliable evidence of residency. (Education Code 48204.1, 48204.2)

The Superintendent or designee may assign a trained district employee to conduct the investigation. The investigation may include the examination of records, including public records, and/or interviews of persons who may have knowledge of the student's residency.

If necessary, the Superintendent or designee may employ the services of a private investigator to conduct the investigation. Before hiring a private investigator, the Superintendent or designee shall make other reasonable efforts to determine whether the student resides in the district. (Education Code 48204.2)

The investigation shall not include the surreptitious collection of photographic or videographic images of persons or places subject to the investigation. However, the use of technology is not prohibited if done in open and public view. (Education Code 48204.2)

Any employee or contractor engaged in the investigation shall truthfully identify himself/herself as an investigator to individuals contacted or interviewed during the course of the investigation. (Education Code 48204.2)

Appeal of Enrollment Denial

If the Superintendent or designee, upon investigation, determines that a student does not meet district residency requirements and denies the student's enrollment in the district, he/she shall provide the student's parent/guardian an opportunity to appeal that determination. (Education Code 48204.2)

The Superintendent or designee shall send the student's parent/guardian written notice specifying the basis for the district's determination. This notice shall also inform the parent/guardian that he/she may, within 10 school days, appeal the decision and provide new evidence of residency.

The burden shall be on the parent/guardian to show why the district's determination to deny enrollment should be overruled. (Education Code 48204.2)

A student who is currently enrolled in the district shall be allowed to remain in attendance at his/her school pending the results of the appeal. A student who is not currently enrolled in the district shall not be permitted to attend any district school unless his/her appeal is successful.

OPTION 1: In an appeal to the Superintendent of a determination that district residency requirements were not met, the Superintendent shall review any evidence provided by the parent/guardian or obtained during the district's investigation and shall make a decision within 10 school days of receipt of the parent/guardian's request for the appeal. The Superintendent's decision shall be final.

Legal Reference:

EDUCATION CODE

220 Prohibition of discrimination

[234.7 Student protections relating to immigration and citizenship status](#)

35160.5 Intradistrict open enrollment

35351 Assignment of students to particular schools

46600-46611 Interdistrict attendance permits

48050-48054 Nonresidents

48200-48208 Compulsory education law, especially:

48204 Residency requirements

48204.1-48204.42 Evidence of residency

48300-~~48317~~~~48316~~ Student attendance alternatives, school district of choice program

48350-48361 Open Enrollment Act transfers

48645.5 Former juvenile court school students, enrollment

48852.7 Education of homeless students; immediate enrollment

48853.5 Education of foster youth; immediate enrollment

48980 Notifications at beginning of term

52317 Regional occupational program, admission of persons including nonresidents

FAMILY CODE

6550-6552 Caregivers

GOVERNMENT CODE

6205-6210 Confidentiality of residence for victims of domestic violence

CODE OF REGULATIONS, TITLE 5

432 Retention of student records

UNITED STATES CODE, TITLE 8

[1229c Immigration and Nationality Act](#)[UNITED STATES CODE, TITLE 42](#)

11431-11435 McKinney-Vento Homeless Assistance Act

COURT DECISIONS

Katz v. Los Gatos-Saratoga Joint Union High School District, (2004) 117 Cal.App.4th 47

[Plyler v. Doe, 457 U.S. 202 \(1982\)](#)

Management Resources:

CSBA PUBLICATIONS

Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status, February 2017

Legal Guidance Regarding International Student Exchange Placement Organizations, April 2014

[CALIFORNIA ATTORNEY GENERAL'S OFFICE PUBLICATIONS](#)[Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018](#)

U.S. DEPARTMENT OF JUSTICE CIVIL RIGHTS DIVISION AND U.S. DEPARTMENT OF EDUCATION OFFICE FOR CIVIL RIGHTS JOINT PUBLICATIONS

~~Fact Sheet: Information on the Rights of All Children to Enroll in School~~

Dear Colleague Letter: School Enrollment Procedures, May 8, 2014

[Fact Sheet: Information on the Rights of All Children to Enroll in School, May 8, 2014](#)

Information on the Rights of All Children to Enroll in School: Questions and Answers for States, School Districts and Parents, May 8, 2014

WEB SITES

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

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

California Office of the Attorney General: <http://oag.ca.gov>

California Secretary of State, Safe at Home Program: <http://www.sos.ca.gov/safeathome>

U.S. Department of Education, Office for Civil Rights: <http://www2.ed.gov/ocr>

U.S. Department of Justice: <http://www.justice.gov>

Policy HANFORD ELEMENTARY SCHOOL DISTRICT

adopted: April 27, 2016 Hanford, California

revised: January 10, 2018

revised:

Hanford ESD

Administrative Regulation

District Residency

AR 5111.1
Students

Criteria for Residency

A student shall be deemed to have complied with district residency requirements for enrollment in a district school if he/she meets any of the following criteria:

1. The student's parent/guardian resides within district boundaries. (Education Code 48200)
2. The student is placed within district boundaries in a regularly established licensed children's institution, a licensed foster home, or a family home pursuant to a court-ordered commitment or placement. (Education Code 48204)
3. The student is admitted through an interdistrict attendance option, ~~such as an interdistrict attendance agreement, "school district of choice" transfer, or Open Enrollment Act transfer.~~ (Education Code 46600, 48204, 48301, 48356)

(cf. 5117 - Interdistrict Attendance)
(cf. 5118 - Open Enrollment Act Transfers)

4. The student is an emancipated minor residing within district boundaries. (Education Code 48204)
5. The student lives with a caregiving adult within district boundaries and the caregiving adult submits an affidavit to that effect. (Education Code 48204)
6. The student resides in a state hospital located within district boundaries. (Education Code 48204)
7. The student is confined to a hospital or other residential health facility within district boundaries for treatment of a temporary disability. (Education Code 48204, 48207)

(cf. 6183 - Home and Hospital Instruction)

8. The student's parent/guardian resides outside district boundaries but is employed within district boundaries and lives with the student at the place of employment for a minimum of three days during the school week. (Education Code 48204)

9. The student's parent/guardian, while on active military duty pursuant to an official military order, is transferred or is pending transfer to a military installation within the state.~~district boundaries.~~ (Education Code 48204.3)

(cf. 6173.2 - Education of Children of Military Families)

10. The student's parent/guardian was a resident of California who departed the state against his/her will due to a transfer by a government agency that had custody of the parent/guardian, a lawful order from a court or government agency authorizing his/her removal, or removal or departure pursuant to the federal Immigration and Nationality Act, and the student lived in California immediately before moving out of state as a result of his/her parent/guardian's departure. (Education Code 48204.4)

(cf. 5145.13 - Response to Immigration Enforcement)

Residency Based on Parent/Guardian Employment (Allen Bill Transfers)

District residency status may be granted to a student if at least one of his/her parents/guardians is physically employed within district boundaries for a minimum of 10 hours during the school week. No student seeking residency on this basis shall be denied enrollment based on race, ethnicity, sex, parental income, scholastic achievement, or any of the individual characteristics set forth in Education Code 220. However, the Superintendent or designee may deny enrollment into the district if any of the following circumstances is present: (Education Code 48204)

1. The additional cost of educating the student would exceed the amount of additional state aid received as a result of the transfer.
2. Enrollment of the student would adversely affect the district's court-ordered or voluntary desegregation plan as determined by the Governing Board.
3. Other circumstances exist that are not arbitrary.

 Such circumstances may include, but are not limited to, overcrowding of school facilities at the relevant grade level.

Once a student establishes residency on this basis, he/she shall not be required to reapply for enrollment in subsequent years. The student may continue to attend school in the district through the highest grade level offered by the district if the parent/guardian so chooses and if at least one parent/guardian of the student continues to be physically employed by an employer situated within district boundaries, subject to the exceptions in items #1-3 above. (Education Code 48204)

The Superintendent or designee may deny a transfer out of the district by a student whose

parent/guardian is employed within the boundaries of another district if the difference between the number of students entering and exiting the district on the basis of parent/guardian employment exceeds the limits prescribed in Education Code 48204. (Education Code 48204)

Proof of Residency

The district shall not solicit or collect information or documents regarding the citizenship or immigration status of students or their family members for the purpose of determining residency within the district. (Education Code 234.7)

Evidence of residency may be established by documentation showing the name and address of the parent/guardian within the district, including, but not limited to, any of the following: (Education Code 48204.1)

1. Property tax payment receipt
2. Rental property contract, lease, or payment receipt
3. Utility service contract, statement, or payment receipt
4. Pay stub
5. Voter registration
6. Correspondence from a government agency
7. Declaration of residency executed by the student's parent/guardian
8. If the student is an unaccompanied youth as defined in 42 USC 11434a, a declaration of residency executed by the student
9. If the student is residing in the home of a caregiving adult within district boundaries, an affidavit executed by the caregiving adult in accordance with Family Code 6552

(cf. 5141 - Health Care and Emergencies)

A parent/guardian seeking residency status on the basis of his/her employment within district boundaries shall submit proof of the employment which may include, but not be limited to, a paycheck stub or letter from his/her employer listing a physical address within district boundaries. Such evidence shall also indicate the number of hours or days per school week that the parent/guardian is employed at that location.

A parent/guardian who is transferred or pending transfer into a military installation within the state shall provide proof of residence in the district within 10 days after the published arrival date provided on official documentation. For this purpose, he/she may use as his/her address a temporary on-base billeting facility, a purchased or leased home or apartment, or federal

government or public-private venture off-base military housing. (Education Code 48204.3)

A student whose parent/guardian's departure from the state occurred against his/her will pursuant to item #10 in the section "Criteria for Residency" above shall be in compliance with district residency requirements if he/she provides official documentation of the parent/guardian's departure and evidence demonstrating that the student was enrolled in a public school in California immediately before moving outside the state. (Education Code 48204.4)

Any homeless or foster youth or student who has had contact with the juvenile justice system shall be immediately enrolled in school even if he/she is unable to provide proof of residency. (Education Code 48645.5, 48852.7, 48853.5; 42 USC 11432)

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6173.3 - Education for Juvenile Court School Students)

Safe at Home/Confidential Address Program

When a student or parent/guardian participating in the Safe at Home program requests that the district use the substitute address designated by the Secretary of State, the Superintendent or designee may request the actual residence address for the purpose of establishing residency within district boundaries but shall use the substitute address for all future communications and correspondence and shall not include the actual address in the student's file or any other public record. (Government Code 6206, 6207)

(cf. 3580 - District Records)

Regulation HANFORD ELEMENTARY SCHOOL DISTRICT

approved: April 27, 2016 Hanford, California

revised: November 8, 2017

revised:

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy Gabler
 FROM: Jason Strickland
 DATE: April 1, 2019

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

Date you wish to have your item considered: 4/10/19

ITEM: Consider for Adoption the following revised Board Policy:

BP/AR 5125 - Student Records

PURPOSE: Policy updated to reflect the California Attorney General's model policy, developed pursuant to NEW LAW (AB 699), which (1) prohibits districts from collecting information regarding students' citizenship or immigration status, and (2) requires district staff to receive training in the gathering and handling of sensitive student information. Policy also reflects state law limiting the collection of students' social security numbers or the last four digits of the social security numbers, and NEW LAW (SB 31) which prohibits districts from assisting in the compilation of a list, registry, or database based on students' national origin, ethnicity, or religion. Regulation updated to reflect NEW LAW (SB 233) which expands the types of records related to foster youth that must be made accessible to specified agencies, and a requirement of the Attorney General's model policy that the annual parental notification include a statement that a student's citizenship, place of birth, or national origin will not be released without parental consent or a court order.

FISCAL IMPACT (if any): None

RECOMMENDATION (if any): Approve

Hanford ESD

Board Policy

Student Records

BP 5125

Students

The ~~Governing~~ Board ~~of Trustees~~ recognizes the importance of keeping accurate, comprehensive student records as required by law. ~~The Superintendent or designee shall ensure that the district's administrative regulation and school site procedures for maintaining the confidentiality of student records are consistent with state and federal law.~~

The Superintendent or designee shall establish administrative regulations governing the identification, collection, retention, and security of student records. These regulations shall ensure the rights of authorized persons to have timely access to student records while maintaining the confidentiality of student records consistent with state and federal law ~~and shall protect students and their families from invasion of privacy.~~

(cf. 3580 - District Records)

(cf. 4040 - Employee Use of Technology)

(cf. 5125.1 - Release of Directory Information)

(cf. 5125.3 - Challenging Student Records)

The Superintendent or designee shall designate a certificated employee to serve as custodian of records with responsibility for student records at the district level. At each school, the principal or a certificated employee shall be designated as custodian of records for students enrolled at that school. The custodian of records shall be responsible for implementing Board policy and administrative regulation regarding student records. (5 CCR 431)

All appropriate personnel shall receive training regarding district policies and procedures for gathering and handling sensitive student information.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

The district shall not collect or solicit social security numbers or the last four digits of social security numbers of students or their parents/guardians, unless otherwise required to do so by state or federal law. (Education Code 49076.7)

No information or documents regarding the citizenship or immigration status of students or their family members shall be collected, except as required by state or federal law or as required to administer a state or federally supported educational program. The Superintendent or designee shall not disclose student records to a person, agency, or organization for immigration

enforcement purposes without parental consent, a court order, or a judicial subpoena. If a district employee receives such a request, he/she shall immediately report the request to the Superintendent. The Superintendent shall report the request to the Board in a timely manner that ensures the confidentiality and privacy of any potentially identifying information. (Education Code 234.7)

(cf. 5145.13 - Response to Immigration Enforcement)

The Superintendent or designee shall not compile a list, registry, or database based on students' national origin, ethnicity, or religious belief, practice, or affiliation, nor shall he/she disclose student information to federal government authorities for the purpose of compiling such a list, registry, or database for purposes of immigration enforcement. Such information may only be compiled or exchanged with other local, state, or federal agencies if the information is aggregated and is not personally identifiable. (Government Code 8310.3)

Student Records from Social Media

The Superintendent or designee may gather and maintain information from the social media of any district student, provided that the district first notifies students and parents/guardians about the proposed program, offers an opportunity for public comment at a regularly scheduled Board meeting, and gathers only information that directly pertains to school safety or student safety. (Education Code 49073.6)

(cf. 0450 - Comprehensive Safety Plan)

(cf. 5131.2 - Bullying)

(cf. 5145.6 - Parental Notifications)

(cf. 9322 - Agenda/Meeting Materials)

(cf. 9323 - Meeting Conduct)

Contract for Digital Storage, Management, and Retrieval of Student Records

The Superintendent or designee may enter into a contract with a third party for the digital storage, management, and retrieval of student records and/or to authorize a third party provider of digital software to access, store, and use student records, provided that the contract meets the requirements of Education Code 49073.1 and other applicable state and federal laws.

(cf. 3312 - Contracts)

Legal Reference:

EDUCATION CODE

234.7 Student protections relating to immigration and citizenship status

17604 Contracts

48201 Student records for transfer students who have been suspended/expelled

48853.5 Foster youth; placement, immunizations

48902 Notification of law enforcement of specified violations
 48904-48904.3 Withholding grades, diplomas, or transcripts
 48918 Rules governing expulsion procedures
 48980 Parental notifications
 48985 Notices in parent/guardian's primary language
 49060-49079 Student records
 49091.14 Parental review of curriculum
 51747 Independent study
 56041.5 Rights of students with disabilities
 56050 Surrogate parents
 56055 Foster parents
 69432.9 Cal Grant program; notification of grade point average
 BUSINESS AND PROFESSIONS CODE
 22580-22582 Digital privacy
 22584-22585 Student Online Personal Information Protection Act
22586-22587 Early Learning Personal Information Protection Act
 CODE OF CIVIL PROCEDURE
 1985.3 Subpoena duces tecum
 FAMILY CODE
 3025 Access to records by noncustodial parents
 6552 Caregiver's authorization affidavit
 GOVERNMENT CODE
 6252-6260 Inspection of public records
 HEALTH AND SAFETY CODE
 120440 Immunizations; disclosure of information
 PENAL CODE
 245 Assault with deadly weapon
 WELFARE AND INSTITUTIONS CODE
 681 Truancy petitions
 701 Juvenile court law
 16010 Health and education records of a minor
 CODE OF REGULATIONS, TITLE 5
 430-438 Individual student records
 16020-16027 Destruction of records of school districts
 UNITED STATES CODE, TITLE 20
 1232g Family Educational Rights and Privacy Act
 1232h Protection of Pupil Rights Amendment
 UNITED STATES CODE, TITLE 26
 152 Definition of dependent child
 UNITED STATES CODE, TITLE 42
 11434a McKinney-Vento Homeless Assistance Act; definitions
 CODE OF FEDERAL REGULATIONS, TITLE 16
 Part 312 Children's Online Privacy Protection Rule
 CODE OF FEDERAL REGULATIONS, TITLE 34
 99.1-99.67 Family Educational Rights and Privacy
 300.501 Opportunity to examine records for parents of student with disability

Management Resources:

CSBA PUBLICATIONS

Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status, February 2017

CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS

Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018

FEDERAL REGISTER

Final Rule and Analysis of Comments and Changes, Family Educational Rights and Privacy, December 9, 2008, Vol. 73, No. 237, pages 74806-74855

NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS

Data in the Cloud: A Legal and Policy Guide for School Boards on Student Data Privacy in the Cloud Computing Era, April 2014

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

IDEA and FERPA Confidentiality Provisions, 2014

Joint Guidance on the Application of the Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to Student Health Records, 2008

Balancing Student Privacy and School Safety: A Guide to the Family Educational Rights and Privacy Act for Elementary and Secondary Schools, October 2007

WEB SITES

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

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

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

U.S. Department of Education, Family Policy Compliance,
<http://www.ed.gov/policy/gen/guid/fpco>

Policy HANFORD ELEMENTARY SCHOOL DISTRICT

adopted: May 16, 2001 Hanford, California

revised: September 9, 2015

revised:

Hanford ESD

Administrative Regulation

Student Records

AR 5125
Students

Definitions

Student means any individual who is or has been in attendance at the district and regarding whom the district maintains student records. (34 CFR 99.3)

Attendance includes, but is not limited to, attendance in person or by paper correspondence, videoconference, satellite, Internet, or other electronic information and telecommunication technologies for students who are not physically present in the classroom, and the period during which a person is working under a work-study program. (34 CFR 99.3)

Student records are any items of information (in handwriting, print, tape, film, computer, or other medium) gathered within or outside the district that are directly related to an identifiable student and maintained by the district, required to be maintained by an employee in the performance of his/her duties, or maintained by a party acting for the district. Any information maintained for the purpose of second-party review is considered a student record. Student records include the student's health record. (Education Code 49061, 49062; 5 CCR 430; 34 CFR 99.3)

Student records do not include: (Education Code 49061, 49062; 5 CCR 430; 34 CFR 99.3)

1. Directory information

(cf. 5125.1 - Release of Directory Information)

2. Informal notes compiled by a school officer or employee which remain in the sole possession of the maker, are used only as a personal memory aid, and are not accessible or revealed to any other person except a substitute employee

3. Records of the law enforcement unit of the district, subject to 34 CFR 99.8

(cf. 3515 - Campus Security)

(cf. 3515.3 - District Police/Security Department)

4. Records created or received by the district after an individual is no longer a student and that are not directly related to the individual's attendance as a student

5. Grades on peer-graded papers before they are collected and recorded by a teacher

Mandatory permanent student records are those records which are maintained in perpetuity and which schools have been directed to compile by state law, regulation, or administrative directive. (5 CCR 430)

Mandatory interim student records are those records which the schools are directed to compile and maintain for specified periods of time and are then destroyed in accordance with state law, regulation, or administrative directive. (5 CCR 430)

Permitted student records are those records having clear importance only to the current educational process of the student. (5 CCR 430)

Disclosure means to permit access to, or the release, transfer, or other communication of, personally identifiable information contained in student records to any party, except the party that provided or created the record, by any means including oral, written, or electronic. (34 CFR 99.3)

Access means a personal inspection and review of a record or an accurate copy of a record, or receipt of an accurate copy of a record or an oral description or communication of a record, and a request to release a copy of any record. (Education Code 49061)

Personally identifiable information includes, but is not limited to: (34 CFR 99.3)

1. The student's name
2. The name of the student's parent/guardian or other family members
3. The address of the student or student's family
4. A personal identifier, such as the student's social security number, student number, or biometric record (e.g., fingerprints, retina and iris patterns, voiceprints, DNA sequence, facial characteristics, and handwriting)
5. Other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name
6. Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty
7. Information requested by a person who the district reasonably believes knows the identity of the student to whom the student record relates

Adult student is a person who is or was enrolled in school and who is at least 18 years of age. (5 CCR 430)

Parent/guardian means a natural parent, an adopted parent, legal guardian, surrogate parent, or

foster parent. (Education Code 49061, 56050, 56055)

Legitimate educational interest is an interest held by any school official, employee, contractor, or consultant whose duties, responsibilities, or contractual obligations to the district, whether routine or as a result of special circumstances, require him/her to have access to student records.

School officials and employees are officials or employees whose duties and responsibilities to the district, whether routine or as a result of special circumstances, require that they have access to student records.

Contractor or consultant is anyone with a formal written agreement or contract with the district regarding the provision of services or functions outsourced to him/her by the district. Contractor or consultant shall not include a volunteer or other party. (Education Code 49076)

Custodian of records is the employee responsible for the security of student records maintained by the district and for devising procedures for assuring that access to such records is limited to authorized persons. (5 CCR 433)

County placing agency means the county social service department or county probation department. (Education Code 49061)

Persons Granted Absolute Access

In accordance with law, absolute access to any student records shall be granted to:

1. Parents/guardians of students younger than age 18 years, including the parent who is not the student's custodial parent (Education Code 49069; Family Code 3025)
2. An adult student, or a student under the age of 18 years who attends a postsecondary institution, in which case the student alone shall exercise rights related to his/her student records and grant consent for the release of records (34 CFR 99.3, 99.5)
3. Parents/guardians of an adult student with disabilities who is age 18 years or older and has been declared incompetent under state law (Education Code 56041.5)

(cf. 6159 - Individualized Education Program)

Access for Limited Purpose/Legitimate Educational Interest

The following persons or agencies shall have access to those particular records that are relevant to their legitimate educational interest or other legally authorized purpose:

1. Parents/guardians of a student age 18 or older who is a dependent child as defined under 26 USC 152 (Education Code 49076; 34 CFR 99.31)
2. Students who are age 16 or older or who have completed the 10th grade (Education

Code 49076; 34 CFR 99.31)

3. School officials and employees, consistent with the definition provided in the section "Definitions" above (Education Code 49076; 34 CFR 99.31)

4. Members of a school attendance review board (SARB) who are authorized representatives of the district and any volunteer aide age 18 or older who has been investigated, selected, and trained by the SARB to provide follow-up services to a referred student (Education Code 49076)

(cf. 5113.1 - Chronic Absence and Truancy)

(cf. [5113.12 - District School Attendance Review Board](#))

5. Officials and employees of other public schools, school systems, or postsecondary institutions where the student intends or is directed to enroll, including local, county, or state correctional facilities where educational programs leading to high school graduation are provided, or where the student is already enrolled, as long as the disclosure is for purposes related to the student's enrollment or transfer (Education Code 49076; 34 CFR 99.31)

6. ~~Unless the annual parent/guardian notification issued pursuant to Education Code 48980 includes a statement that the district may disclose students' personally identifiable information to officials of another school, school system, or postsecondary institution where the student seeks or intends to enroll, the Superintendent or designee shall, when such a disclosure is made, make a reasonable attempt to notify the parent/guardian or adult student at his/her last known address, provide a copy of the record that is disclosed, and give the parent/guardian or adult student an opportunity for a hearing to challenge the record.~~ (34 CFR 99.34)

7. Federal, state, and local officials, as needed for an audit, evaluation, or compliance activity related to a state or federally funded education program and in accordance with a written agreement developed pursuant to 34 CFR 99.35 (Education Code 49076; 34 CFR 99.3, 99.31, 99.35)

8. Any county placing agency acting as an authorized representative of a state or local educational agency which is required to audit or evaluate a state or federally supported education program pursuant to item #7 above (Education Code 49076)

9. Any person, agency, or organization authorized in compliance with a court order or lawfully issued subpoena (Education Code 49077; 5 CCR 435; 34 CFR 99.31)

Unless otherwise instructed by the court, the Superintendent or designee shall, prior to disclosing a record pursuant to a court order or subpoena, give the parent/guardian or adult student at least three days' notice of the name of the requesting agency and the specific record requested, if lawfully possible within the requirements of the judicial order. (Education Code 49077; 5 CCR 435; 34 CFR 99.31)

10. Any district attorney who is participating in or conducting a truancy mediation program

or participating in the presentation of evidence in a truancy petition (Education Code 49076)

11. A district attorney's office for consideration against a parent/guardian for failure to comply with compulsory education laws (Education Code 49076)

12. Any probation officer, district attorney, or counsel of record for a minor student for the purposes of conducting a criminal investigation or an investigation in regards to declaring the minor student a ward of the court or involving a violation of a condition of probation, subject to evidentiary rules specified in Welfare and Institutions Code 701 (Education Code 49076)

—When disclosing records for these purposes, the Superintendent or designee shall obtain written certification from the recipient of the records that the information will not be disclosed to another party without prior written consent of the student's parent/guardian or the holder of the student's educational rights, unless specifically authorized by state or federal law. (Education Code 49076)

13. Any judge or probation officer for the purpose of conducting a truancy mediation program for a student or for the purpose of presenting evidence in a truancy petition pursuant to Welfare and Institutions Code 681 (Education Code 49076)

In such cases, the judge or probation officer shall certify in writing to the Superintendent or designee that the information will be used only for truancy purposes. Upon releasing student information to a judge or probation officer, the Superintendent or designee shall inform, or provide written notification to, the student's parent/guardian within 24 hours. (Education Code 49076)

14. A14.—Any foster family agency with jurisdiction over a currently enrolled or former student; short-term residential treatment program staff responsible students for the education or case management purposes of a student; or a caregiver who has direct responsibility for the care of a student, including a certified or licensed foster parent, an approved relative or nonrelated extended family member, or a resource family, as defined (Education Code 49076)

Such individuals shall have access to the student's current or most recent accessing those students' records of grades, and transcripts, attendance, discipline, online communication on platforms established by schools for students and parents/guardians, and any individualized education program or Section 504 plan developed and maintained by the district (Education Code 49069.3)

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

(cf. 6173.1 - Education for Foster Youth)

15. A student age 14 years or older who is both a homeless student and an unaccompanied minor as defined in 42 USC 11434a (Education Code 49076)

(cf. 6173 - Education for Homeless Children)

16. An individual who completes items #1-4 of the caregiver's authorization affidavit pursuant to Family Code 6552 and signs the affidavit for the purpose of enrolling a minor in school (Education Code 49076)

17. A caseworker or other representative of a state or local child welfare agency or tribal organization that has legal responsibility for the care and protection of a student, provided that the information is directly related to providing assistance to address the student's educational needs (Education Code 49076; 20 USC 1232(g))

18. Appropriate law enforcement authorities, in circumstances where Education Code 48902 requires that the district provide special education and disciplinary records of a student with disabilities who is suspended or expelled for committing an act violating Penal Code 245 (Education Code 48902, 49076)

—When disclosing such records, the Superintendent or designee shall obtain written certification by the recipient of the records as described in item #12 above. (Education Code 49076)

19. Designated peace officers or law enforcement agencies in cases where the district is authorized by law to assist law enforcement in investigations of suspected criminal conduct or kidnapping and a written parental consent, lawfully issued subpoena, or court order is submitted to the district, or information is provided to it indicating that an emergency exists in which the student's information is necessary to protect the health or safety of the student or other individuals —(Education Code 49076.5; 34 CFR 99.1-99.67)

In such cases, the Superintendent or designee shall provide information about the identity and location of the student as it relates to the transfer of that student's records to another public school district or California private school. —(Education Code 49076.5)

When disclosing records for the above purposes, the Superintendent or designee shall obtain the necessary documentation to verify that the person, agency, or organization is a person, agency, or organization that is permitted to receive such records.

Any person, agency, or organization granted access is prohibited from releasing information to another person, agency, or organization without written permission from the parent/guardian or adult student unless specifically allowed by state law or the federal Family Educational Rights and Privacy Act. (Education Code 49076)

In addition, the parent/guardian or adult student may provide written consent for access to be granted to persons, agencies, or organizations not afforded access rights by law. The written consent shall specify the records to be released and the party or parties to whom they may be released. (Education Code 49075)

Only a parent/guardian having legal custody of the student may consent to the release of records to others. Either parent/guardian may grant consent if both parents/guardians notify the district,

in writing, that such an agreement has been made. (Education Code 49061)

(cf. 5021 - Noncustodial Parents)

Discretionary Access

At his/her discretion, the Superintendent or designee may release information from a student's records to the following:

1. Appropriate persons, including parents/guardians of a student, in an emergency if the health and safety of the student or other persons are at stake (Education Code 49076; 34 CFR 99.31, 99.32, 99.36)

———When releasing information to any such appropriate person, the Superintendent or designee shall record information about the threat to the health or safety of the student or any other person that formed the basis for the disclosure and the person(s) to whom the disclosure was made. (Education Code 49076; 34 CFR 99.32)

———Unless it would further endanger the health or safety of the student or other persons, the Superintendent or designee shall inform the parent/guardian or adult student within one week of the disclosure that the disclosure was made, of the articulable and significant threat to the health or safety of the student or other individuals that formed the basis for the disclosure, and of the parties to whom the disclosure was made.

2. Accrediting associations (Education Code 49076; 34 CFR 99.31)
3. Under the conditions specified in Education Code 49076 and 34 CFR 99.31, organizations conducting studies on behalf of educational institutions or agencies for the purpose of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction, provided that: (Education Code 49076; 34 CFR 99.31)
 - a. The study is conducted in a manner that does not permit personal identification of parents/guardians and students by individuals other than representatives of the organization who have legitimate interests in the information.
 - b. The information is destroyed when no longer needed for the purposes for which the study is conducted.
 - c. The district enters into a written agreement with the organization that complies with 34 CFR 99.31.
4. Officials and employees of private schools or school systems where the student is enrolled or intends to enroll, subject to the rights of parents/guardians as provided in Education Code 49068 and in compliance with 34 CFR 99.34 (Education Code 49076; 34 CFR 99.31, 99.34)

5. Local health departments operating countywide or regional immunization information and reminder systems and the California Department of Public Health, unless the parent/guardian has requested that no disclosures of this type be made (Health and Safety Code 120440)

6. Contractors and consultants having a legitimate educational interest based on services or functions which have been outsourced to them through a formal written agreement or contract by the district, excluding volunteers or other parties (Education Code 49076)

(cf. 3600 - Consultants)

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

When disclosing records for the above purposes, the Superintendent or designee shall obtain the necessary documentation to verify that the person, agency, or organization is a person, agency, or organization that is permitted to receive such records.

De-identification of Records

When authorized by law for any program audit, educational research, or other purposes, the Superintendent or designee may release information from a student record without prior consent of the parent/guardian or adult student after the removal of all personally identifiable information. Prior to releasing such information, the Superintendent or designee shall make a reasonable determination that the student's identity is not personally identifiable, whether through single or multiple releases and taking into account other reasonably available information. (Education Code 49074, 49076; 34 CFR 99.31)

Process for Providing Access to Records

Student records shall be maintained in a central file at the school attended by the student or, when records are maintained ~~at~~ different locations, a notation shall be placed in the central file indicating where other records may be found. Parents/guardians shall be notified of the location of student records if not centrally located. (Education Code 49069; 5 CCR 433)

The custodian of records shall be responsible for the security of student records and shall ensure that access is limited to authorized persons. (5 CCR 433)

The custodian of records shall develop reasonable methods, including physical, technological, and administrative controls, to ensure that school officials and employees obtain access to only those student records in which they have legitimate educational interests. (34 CFR 99.31)

To inspect, review, or obtain copies of student records, authorized persons shall submit a request to the custodian of records. Prior to granting the request, the custodian of records shall authenticate the individual's identity. For any individual granted access based on a legitimate educational interest, the request shall specify the interest involved.

~~When prior written consent from a parent/guardian is~~ required by law, the parent/guardian shall provide ~~a~~ written, signed, and dated consent before the district discloses the student record. Such consent may be given through electronic means in those cases where it can be authenticated. ~~–~~ The district's consent form shall specify the records that may be disclosed, state the purpose of the disclosure, and identify the party or class of parties to whom the disclosure may be made. ~~–~~ Upon request by the parent/guardian, the district shall provide him/her a copy of the records disclosed. (34 CFR 99.30)

If the parent/guardian refuses to provide written consent for the release of student information, the Superintendent or designee shall not release the information, unless it is otherwise subject to release based on a court order or a lawful subpoena.

Within five business days following the date of request, a parent/guardian or other authorized person shall be granted access to inspect, review, and obtain copies of student records during regular school hours. (Education Code 49069)

Qualified certificated personnel shall be available to interpret records when requested. (Education Code 49069)

The custodian of records or the Superintendent or designee shall prevent the alteration, damage, or loss of records during inspection. (5 CCR 435)

Access Log

A log shall be maintained for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the records and the legitimate educational interest of the requester. (Education Code 49064)

In every instance of inspection by persons who do not have assigned educational responsibility, the custodian of records shall make an entry in the log indicating the record inspected, the name of the person granted access, the reason access was granted, and the time and circumstances of inspection. (5 CCR 435)

The custodian of records shall also make an entry in the log regarding any request for records that was denied and the reason for the denial.

The log shall~~may~~ include requests for record of access to records by: ~~—(Education Code 49064)~~

1. Parents/guardians or adult students
2. Students who are 16 years of age or older or who have completed the 10th grade
3. Parties obtaining district-approved directory information
4. Parties who provide written parental consent, in which case the consent notice shall be filed with the record pursuant to Education Code 49075

5. School officials and employees who have a legitimate educational interest

6. Law enforcement personnel seeking to enforce immigration laws

The log shall be accessible only to the parent/guardian, adult student, dependent adult student, student who is age 16 years or older or who has completed the 10th grade, custodian of records, and certain state or federal officials. (Education Code 49064; 5 CCR 432)

Duplication of Student Records

To provide copies of any student record, the district shall charge a reasonable fee not to exceed the actual cost of providing the copies. ~~No charge shall be made for providing up to two transcripts or up to two verifications of various records for any former student.~~ No charge shall be made to locate or retrieve any student record. (Education Code 49065)

(cf. 3260 - Fees and Charges)

Changes to Student Records

Only a parent/guardian having legal custody of a student or an adult student may challenge the content of a record or offer a written response to a record. (Education Code 49061)

(cf. 5125.3 - Challenging Student Records)

No additions except routine updating shall be made to a student's record after high school graduation or permanent departure without prior consent of the parent/guardian or adult student. (5 CCR 437)

A student's legal name or gender as entered on the mandatory student record required pursuant to 5 CCR 432 shall only be changed with proper documentation.~~pursuant to a court order.~~ However, at the written request of a student or, if appropriate, his/her parents/guardians, the district shall use the student's preferred name and pronouns consistent with his/her gender identity on all other district-related documents.

(cf. 5145.3 - Nondiscrimination/Harassment)

Retention and Destruction of Student Records

All anecdotal information and assessment reports maintained as student records shall be dated and signed by the individual who originated the data. (5 CCR 431)

The following mandatory permanent student records shall be kept indefinitely: (5 CCR 432, 437)

1. Legal name of student
2. Date and place of birth and method of verifying birth date

(cf. 5111 - Admission)

3. Sex of student
4. Name and address of parent/guardian of minor student
 - a. Address of minor student if different from the above
 - b. Annual verification of parent/guardian's name and address and student's residence

(cf. 5111.1 - District Residency)

~~(cf. 5111.12 - Residency Based on Parent/Guardian Employment)~~

5. Entrance and departure dates of each school year and for any summer session or other extra session
6. Subjects taken during each year, half-year, summer session, or quarter, and marks or credits given

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

7. Verification of or exemption from required immunizations

(cf. 5141.31 - Immunizations)

8. Date of high school graduation or equivalent

Mandatory interim student records, unless forwarded to another district, shall be maintained subject to destruction during the third school year after the school year in which they originated, following a determination that their usefulness has ceased or the student has left the district.

These records include: (Education Code 48918, 51747; 5 CCR 432, 437, 16027)

1. Expulsion orders and the causes therefor

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

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

2. A log identifying persons or agencies who request or receive information from the student record
3. Health information, including verification or waiver of the health screening for school entry

(cf. 5141.32 - Health Screening for School Entry)

4. Information on participation in special education programs, including required tests, case studies, authorizations, and evidence of eligibility for admission or discharge

(cf. 6159 - Individualized Education Program)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

5. Language training records

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

6. Progress slips/notices required by Education Code 49066 and 49067
7. Parental restrictions/stipulations regarding access to directory information
8. Parent/guardian or adult student rejoinders to challenged records and to disciplinary action
9. Parent/guardian authorization or denial of student participation in specific programs
10. Results of standardized tests administered within the past three years

(cf. 6162.51 - State Academic Achievement Tests)

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

11. Written findings resulting from an evaluation conducted after a specified number of missed assignments to determine whether it is in a student's best interest to remain in independent study

(cf. 6158 - Independent Study)

Permitted student records may be destroyed six months after the student completes or withdraws from the educational program, including: (5 CCR 432, 437)

1. Objective counselor and/or teacher ratings
2. Standardized test results older than three years
3. Routine disciplinary data

(cf. 5144 - Discipline)

4. Verified reports of relevant behavioral patterns

5. All disciplinary notices
6. Supplementary attendance records

Records shall be destroyed in a way that assures they will not be available to possible public inspection in the process of destruction. (5 CCR 437)

Transfer of Student Records

When a student transfers into this district from any other school district or a private school, the Superintendent or designee shall inform the student's parent/guardian of his/her rights regarding student records, including the right to review, challenge, and receive a copy of student records. (Education Code 49068; 5 CCR 438)

When a student transfers into this district from another district, the Superintendent or designee shall request that the student's previous district provide any records, either maintained by that district in the ordinary course of business or received from a law enforcement agency, regarding acts committed by the transferring student that resulted in his/her suspension or expulsion. (Education Code 48201)

(cf. 4158/4258/4358 - Employee Security)
(cf. 5119 - Students Expelled From Other Districts)

When a student transfers from this district to another school district or to a private school, the Superintendent or designee shall forward a copy of the student's mandatory permanent record within 10 school days of the district's receipt of the request for the student's records. ~~The original record or a copy shall be retained permanently by this district.~~ If the transfer is to another California public school, the student's entire mandatory interim record shall also be forwarded. If the transfer is out of state or to a private school, the mandatory interim record may be forwarded. Permitted student records may be forwarded to any other district or private school. (Education Code 48918, 49068; 5 CCR 438)

Upon receiving a request from a county placing agency to transfer a student in foster care out of a district school, the Superintendent or designee shall transfer the student's records to the next educational placement within two business days. (Education Code 49069.5)

All student records shall be updated before they are transferred. (5 CCR 438)

Student records shall not be withheld from the requesting district because of any charges or fees owed by the student or parent/guardian. (5 CCR 438)

If the district is withholding grades, diploma, or transcripts from the student because of his/her damage or loss of school property, this information shall be sent to the requesting district along with the student's records.

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

Notification of Parents/Guardians

Upon any student's initial enrollment, and at the beginning of each school year thereafter, the Superintendent or designee shall notify parents/guardians and eligible students, in writing, of their rights related to student records. If 15 percent or more of the students enrolled in the district speak a single primary language other than English, then the district shall provide these notices ~~into~~ that language. Otherwise, the district shall provide these notices in the student's home language insofar as practicable. The district shall effectively notify parents/guardians or eligible students with disabilities. (Education Code 49063, 48985; 34 CFR 99.7)

(cf. 5145.6 - Parental Notifications)

The notice shall include: (Education Code 49063; 34 CFR 99.7, 99.34)

1. The types of student records kept by the district and the information contained therein
2. The title(s) of the official(s) responsible for maintaining each type of record
3. The location of the log identifying those who request information from the records
4. District criteria for defining school officials and employees and for determining legitimate educational interest
5. District policies for reviewing and expunging student records
6. The right to inspect and review student records and the procedures for doing so
7. The right to challenge and the procedures for challenging the content of a student record that the parent/guardian or student believes to be inaccurate, misleading, or otherwise in violation of the student's privacy rights
8. The cost, if any, charged for duplicating copies of records
9. The categories of information defined as directory information pursuant to Education Code 49073
10. The right to consent to disclosures of personally identifiable information contained in the student's records except when disclosure without consent is authorized by law
11. Availability of the curriculum prospectus developed pursuant to Education Code 49091.14 containing the titles, descriptions, and instructional aims of every course offered by the school

(cf. 5020 - Parent Rights and Responsibilities)

12. Any other rights and requirements set forth in Education Code 49060-49078, and the right of parents/guardians to file a complaint with the U.S. Department of Education concerning an alleged failure by the district to comply with 20 USC 1232g

13. A statement that the district forwards education records to other agencies or institutions that request the records and in which the student seeks or intends to enroll or is already enrolled as long as the disclosure is for purposes related to the student's enrollment

--- Student Records from Social Media

For the purpose of gathering and maintaining records of students' social media activity, the Superintendent or designee shall: (Education Code 49073.6)

1. Gather or maintain only information that pertains directly to school safety or student safety
2. Provide a student with access to any information that the district obtained from his/her social media activity and an opportunity to correct or delete such information
3. Destroy information gathered from social media and maintained in student records within one year after a student turns 18 years of age or within one year after the student is no longer enrolled in the district, whichever occurs first
4. Notify each parent/guardian that the student's information is being gathered from social media and that any information maintained in the student's records shall be destroyed as provided in item #3 above. The notification shall also include, but is not limited to, an explanation of the process by which a student or his/her parent/guardian may access the student's records for examination of the information gathered or maintained and the process by which removal of the information may be requested or corrections to the information may be made. The notification may be provided as part of the annual parental notification required pursuant to Education Code 48980.
5. If the district contracts with a third party to gather information on a student from social media, ensure that the contract:
 - a. Prohibits the third party from using the information for purposes other than those specified in the contract or from selling or sharing the information with any person or entity other than the district, the student, or his/her parent/guardian
 - b. Requires the third party to destroy the information immediately upon satisfying the terms of the contract, or when the district notifies the third party that the student has turned 18 years of age or is no longer enrolled in the district, whichever occurs first

Regulation HANFORD ELEMENTARY SCHOOL DISTRICT
approved: April 24, 2013 Hanford, California
revised: September 9, 2015
revised:

HANFORD ELEMENTARY SCHOOL DISTRICT
Human Resources Department

AGENDA REQUEST FORM

TO: Joy Gabler

FROM: Jaime Martinez

DATE: April 1, 2019

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

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **April 10, 2019**

ITEM: Consider approval of personnel transactions and related matters.

PURPOSE:

a. Employment

Certificated, effective 8/8/19

- Madison Pollard, Teacher, Probationary
- Elizabeth Sanchez, Teacher, Probationary

Classified

- Brandon Dial, Account Technician III – 8.0 hrs., Food Services, effective 4/8/19

Temporary Employees/Substitutes

- Meriah DeBem, Substitute READY Program Tutor, effective 3/28/19
- Elijah Ruiz-Davis, Substitute Yard Supervisor, effective 3/28/19
- Michael Thompson, Substitute Yard Supervisor, effective 3/19/19

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

- Sonja Bursiaga, Girls Track Coach, Lincoln, effective 3/22/19 to 5/2/19
- George Cleary, Boys/Girls Softball Coach, Jefferson, effective 3/12/19 to 5/15/19
- Julius Rojas, Boys Track Coach, Lincoln, effective 2/25/19 to 5/2/19

c. Resignations

- Alix Carranza, Substitute Custodian II, effective 12/19/18
- Anthony Carrillo, Principal, Roosevelt, effective 6/14/19
- William "Chris" Chambers, Custodian II – 8.0 hrs., Roosevelt, effective 4/29/19
- Emma Champlin, Substitute READY Program Tutor and Yard Supervisor, Simas, effective 6/7/19
- Deborah Lupton, Substitute Account Clerk I, effective 2/14/19
- Jayde Johnson, READY Program Tutor – 4.5 hrs., Simas, effective 6/7/19
- Melody Lee, Instructional Coach – ELA, Curriculum, Instruction and Professional Development, effective 6/7/19
- Crystal Santos, READY Program Tutor – 4.5 hrs., Roosevelt, effective 6/7/19

d. Temporary Transfer/More Hours

- Alma Piña, from Food Service Worker I – 3.0 hrs., Lincoln to 3.5 hrs., King, effective 3/18/19 to 4/30/19

e. Volunteers

<u>Name</u>	<u>School</u>
Jennifer Wittus (HESD Employee)	Jefferson
William Kunz	Monroe
Alma Rios Castro	Monroe
Joaquin Castillo	Simas
Michael Hernandez (HESD Employee)	Simas
Douglas Miller	Simas
Leopoldo Quezada	Simas
Claudia Cardenas	Washington
Kerry Pierotte (HESD Employee)	Washington
Manuel Gonzales	Jefferson/Monroe/Simas

RECOMMENDATION: Approve.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 04/01/2019

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 04/10/2019

ITEM:

Consider approval of the Comprehensive Maintenance Plan.

PURPOSE:

Education Code Section 17014 requires the Board of Education to certify as part of the school district's annual budget process that a plan has been prepared for completing major maintenance, repair, and replacement requirements for state-funded school facilities.

To meet this plan requirement and to ensure that all Hanford Elementary School District (HESD) facilities are maintained in good repair, HESD has (1) established a School Facilities Inspection System to identify, budget, and schedule maintenance needs; (2) established and maintains a Routine Restricted Maintenance account within the General Fund for ongoing and major maintenance of HESD buildings, pursuant to Education Code Section 17070.75; and (3) has established a separate fund for purposes of Deferred Maintenance, pursuant to Education Code Section 17582.

Staff hereby requests that the Board certify that a Comprehensive Facilities Maintenance Plan has been established pursuant to Education Code Section 17014.

FISCAL IMPACT:

None.

RECOMMENDATIONS:

Approve the Comprehensive Maintenance Plan.

**HANFORD ELEMENTARY SCHOOL DISTRICT
COMPREHENSIVE FACILITIES MAINTENANCE PLAN
(ROUTINE RESTRICTED AND DEFERRED MAINTENANCE PROGRAMS)**

1. OVERVIEW

The Hanford Elementary School District (HESD) participates in the State School Facility Program (SFP) and in the Deferred Maintenance Program (DMP). The SFP requires participating districts to assure that State-funded projects are kept in good repair. In order to ensure that facilities are maintained in good repair, the SFP and DMP programs require districts to have a School Facilities Inspection System in place, and also require that funds be budgeted and expended to make necessary repairs.

To meet these requirements, HESD has (1) established a School Facilities Inspection System; (2) established and maintains a restricted account (Routine Restricted Maintenance, Resource 8150) within the General Fund for ongoing and major maintenance of HESD buildings, pursuant to Education Code Section 17070.75; and (3) has established a separate fund for purposes of Deferred Maintenance (Fund 1400), pursuant to Education Code Section 17582.

HESD will identify maintenance concerns through the Facilities Inspection System that utilizes an annual evaluation with the Facility Inspection Tool and a work order system, will plan and schedule the work using routine work orders and the Deferred Maintenance Program, and will fund the necessary repairs using a combination of Routine Restricted Maintenance (RRM) funds and Deferred Maintenance funds.

The HESD shall budget the statutory minimum annually for RRM Projects and shall at least transfer the statutory amount of the unrestricted General Fund revenue into the RRM account, for no less than twenty (20) years. HESD shall set-aside the at least the statutory minimum of its current year revenue limit average daily attendance as its match for DMP projects.

Unexpended balances in the RRM account and the Deferred Maintenance Fund shall be carried forward to be spent on maintenance expenditures in future years.

Annually, the RRM Account Certification shall be completed and filed by the Chief Business Official when required. The DMP will be updated by the Facilities Department in accordance with the current statute.

2. ROUTINE RESTRICTED MAINTENANCE EXPENDITURES

The RRM Account shall be used for “maintenance” of HESD facilities. The California School Accounting Manual defines maintenance as:

“Activities involved with repairing, restoring, or renovating school property, including grounds, buildings, site improvements, building fixtures, and service systems.”

RRM Account expenditures will be made as allowed by the Office of Public School Construction (OPSC). OPSC has identified four types of maintenance that may be accomplished using RRM Account funds:

1. Breakdown: The emergency maintenance to equipment necessary to continue normal school functions.
2. Operating: Work necessary for a component to function and operate properly (i.e., lubrication, belt replacement, tune up, replacement of lighting ballasts).
3. Preventive: Regularly scheduled maintenance based on life-cycle projection of various components.

4. Overhaul: Periodic major repair or replacement of operating parts and components of equipment.

Education Code Section further defines major maintenance as “*all actions necessary to keep flooring, siding, painting, floor and window coverings, fixtures, cabinets, heating and cooling systems, landscaping, fences, and other items designated by the Governing Board of the school district in good repair.*”

HESD will use the RRM funds for expenditures as indicated above.

In addition to the expenditures indicated above, the expenditures listed below are necessary for maintenance of HESD facilities, are eligible to be paid from RRM funds, and may be partially charged to the General Fund, Resource 8150 as appropriate.

1. Facilities Department management and technicians
2. Facilities Department office staff
3. Contracted maintenance workers
4. Office supplies necessary for maintenance functions
5. Maintenance supplies (nails, hammers, paint, brushes, wood, pipe)
6. Staff development to keep staff up to date on the latest technology
7. Equipment (vehicles, tools, machine rentals)

3. DEFERRED MAINTENANCE EXPENDITURES

Deferred Maintenance projects include but are not limited to major repair or replacement of building parts and components. Major maintenance for Deferred Maintenance purposes includes asbestos abatement, classroom lighting, electrical, floor covering, HVAC, painting, paving, plumbing, roofing, underground tanks, wall systems, and lead based paint abatement.

The Facilities Department will determine whether projects are more appropriately paid through the RRM or the DMP.

4. ANNUAL REVIEW AND UPDATING

The Comprehensive Facilities Maintenance Plan will be reviewed annually as part of the annual budget process and will be updated as needed. This plan, including any components or updates, will be available for public review during normal working hours.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 04/01/2019

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 04/10/2019

ITEM:

Consider approval of the updated financial advisor contract.

PURPOSE:

An updated agreement with Isom Advisors has been included for your consideration for financial advisory services.

FISCAL IMPACT:

Fiscal impact is limited to bond sales.

RECOMMENDATIONS:

Approve the updated financial contract.

CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT (this “Agreement”) is dated as of the latest date set forth on the signature page hereto (the “Effective Date”) and is entered into by and between Isom Advisors, a Division of Urban Futures Inc., a California corporation (“Advisor”), and Hanford Elementary School District (“District”).

RECITALS

WHEREAS, District wishes to issue certain bonds (the “Bonds”) and desires that Advisor provide to District certain Consulting Services (defined below) with respect to the Bonds; and

WHEREAS, Advisor desires to provide to District certain Consulting Services with respect to the Bonds on the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations, and warranties contained in this Agreement, the parties agree as follows:

AGREEMENT

1. **CONSULTING SERVICES.** District hereby retains Advisor to perform (i) financial advisory services set forth on Exhibit A hereto (“the Financial Advisory Services”); pursuant to the terms and conditions of this Agreement.

2. **EFFECTIVE DATE, TERM AND CONDITIONS.** This Agreement shall be effective as of the Effective Date and shall remain in effect until (i) the 5-year (five-year) anniversary of the Effective Date (the “Term”) or (ii) until the Agreement is terminated as set forth below. The parties may extend the Term for successive 1-year (one-year) periods upon mutual written agreement, or otherwise as the parties may agree in writing.

3. **COMPENSATION.** Compensation for the Consulting Services provided to District pursuant to this Agreement shall be as set forth in this Section 3. Fees for Financial Advisory Services shall be paid out of proceeds received by the District resulting from the sale of Bonds.

a. Fees.

i. For Financial Advisory Services, District shall pay to Advisor a fee of Sixty-Five Thousand Dollars (\$65,000) for each series of Bonds sold, payable upon the closing of each series of Bonds (including, without limitation, the first). The Financial Advisory Services fee is inclusive of the District's prior Election of 2016, Series A & Series B Bonds.

b. Expenses.

i. District shall reimburse Advisor for out-of-pocket expenses incurred by Advisor in the course of performance of Consulting Services at the actual cost of such expenses, which are not to exceed \$2,500. Payment for any expenses pursuant to this Section 3(b) shall be made at the next following due date for payment of a fee pursuant to Section 3(a).

4. **COVENANTS.**

a. District.

i. Access to Personnel. District will cooperate with Advisor by providing opportunities to consult with District personnel as Advisor deems reasonably necessary to perform the Consulting Services.

ii. Information. District agrees to provide on a timely, diligent and accurate basis, and to the best extent possible, all necessary information reasonably requested by Advisor for the purpose of performing the Consulting Services.

iii. Additional Professional Services. District agrees to provide or authorize additional professional services (e.g., legal counsel, paying agent) as Advisor deems reasonably necessary to complete the Consulting Services and the Bond issuance.

iv. Further Assurances. District agrees to take such further actions as may be necessary or appropriate to effectuate, carry out and comply with all of the terms of this Agreement and the transactions contemplated hereby.

b. Advisor.

i. Compliance with Laws. Advisor shall, at all times, comply with all laws, rules and regulations related to the subject matter of this Agreement and to which Advisor is subject.

ii. Non-Discrimination. Advisor shall not discriminate on the basis of a person's actual or perceived race, religious creed, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information,

veteran status, gender, gender identity, gender expression, sex, or sexual orientation in employment or operation of its services.

5. TERMINATION.

a. This Agreement may be terminated prior to the conclusion of the Term as follows:

i. By either party upon the other party's material breach of any of its representations, warranties or obligations under this Agreement, provided that such breach is not cured within thirty (30) days of receipt of notice specifying the breach.

ii. At any time upon mutual written consent of the Parties.

b. The District agrees that during the term and any subsequent terms of this contract that Isom Advisors, a Division of Urban Futures, Inc. shall be the sole financial advisor in relation to the sale of the Bonds, and that no additional financial advisors shall be hired by the District for the services described in this Agreement without the written consent of Isom Advisors, a Division of Urban Futures, Inc.

6. LIMITATION OF LIABILITY.

a. Advisor Liability. The parties agree that Advisor's officers, directors, agents and employees shall not be personally liable to District for any damages in connection with this Agreement. Advisor shall be solely liable for any finally determined damages in connection with this Agreement for which Advisor is deemed liable.

b. Limitation of Advisor Liability. Except to the extent finally determined to have resulted from the gross negligence, fraud or willful misconduct of Advisor, Advisor's liability to pay damages for any damages, losses and claims incurred by District, regardless of the theory of liability asserted, is limited to no more than an amount equal to the total amount of fees paid to Advisor under this Agreement. In addition, Advisor shall not be liable in any event for lost profits, revenue or goodwill, or any other consequential, indirect, incidental, punitive, exemplary or special damages.

c. District Liability. The parties agree that District's officers, directors, agents, and employees shall not be personally liable to Advisor for any damages in connection with this Agreement. District shall be solely liable for any finally determined damages in connection with this Agreement for which District is deemed liable.

d. Limitation of District Liability. Except to the extent finally determined to have resulted from the gross negligence, fraud or willful misconduct of District, District's liability to pay damages for any damages, losses and claims incurred by Advisor, regardless of the theory of liability asserted, is limited to no more than an amount equal to the total amount

of fees to be paid to Advisor under this Agreement. In addition, District will not be liable in any event for lost profits, revenue or goodwill, or any other consequential, indirect, incidental, punitive, exemplary or special damages.

e. Survival of Liability. The provisions of this Section 6 shall survive the expiration or termination of this agreement.

7. PROFESSIONAL LIABILITY INSURANCE

Advisors will procure and maintain Professional liability insurance with the minimum limits of \$1,000,000 per occurrence. Professional liability coverage provided on a "claims made" basis shall be maintained for four years after expiration of the term (and any extensions) of this Agreement. In addition, the "retro" date must be on or before the date of this Agreement.

Advisors will furnish to District duly authenticated Certificates of Insurance and Endorsements evidencing maintenance of the insurance required under this Agreement and such other evidence of insurance as may be reasonably required by District from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent "A VII." Originals of the duly authenticated Certificates of Insurance and Endorsements shall be included with this Agreement.

Each insurance policy shall state or be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days (10 days for non-payment of premium) prior written notice by U.S. mail has been given to the District. Notwithstanding any commitment on the part of the insurer to provide such notice to the District, failure of Advisors to provide separate notice of any intent to cancel any policy or change policy providers, or of any actual or potential cancellation, shall constitute a breach of contract for which District shall be entitled to full indemnification under the Agreement.

Maintenance of specified insurance coverage is a material element of this Agreement, and Advisors' failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by District.

8. **CONFIDENTIALITY OF INFORMATION.** It is mutually agreed that Advisor shall regard all information received during the performance of services pursuant to this Agreement ("Confidential Information") as confidential and shall not disclose Confidential Information to any other person without prior consent of District. Confidential Information shall not include information that: (i) is, as of the time of its disclosure, or thereafter becomes, part of the public domain through a source other than Advisor; (ii) was known to Advisor as of the time of its disclosure; (iii) is independently developed by Advisor; or (iv) is subsequently learned from a third party not under a confidentiality obligation to District. In addition, Advisor shall be entitled to disclose Confidential Information to the extent such disclosure is

requested by the order of a court of competent jurisdiction, administrative agency, or other governmental body, provided that Advisor shall provide prompt, advance notice thereof to enable District to seek a protective order or otherwise prevent such disclosure. The confidentiality obligations of Advisor shall survive the expiration or termination of this Agreement.

9. **ADDITIONAL MATTERS.**

a. **MSRB Rule G-10.**

i. Pursuant to Municipal Securities Rulemaking Board (“MSRB”) Rule G-10, on Investor and Municipal Advisory Client Education and Protection, Municipal Advisors are required to provide certain written information to their municipal entity and obligated person clients which include the following: Urban Futures, Inc. is currently registered as a Municipal Advisor with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board.

Within the MSRB website at www.msrb.org, the District may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.

b. **MSRB Rule G-42; Duties of Non-Solicitor Municipal Advisors.**

i. Conflicts of Interest. Isom Advisors represents that in connection with the issuance of municipal securities, Isom Advisors may receive compensation from an Issuer or Obligated Person for services rendered, which compensation is contingent upon the successful closing of a transaction and/or is based on the size of a transaction. Consistent with the requirements of MSRB Rule G-42, Isom Advisors hereby discloses that such contingent and/or transactional compensation may present a potential conflict of interest regarding Isom Advisors’ ability to provide unbiased advice to enter into such transaction.

It should be noted that other forms of compensation (i.e. hourly or fee based) may also present a potential conflict of interest regarding Isom Advisors’ ability to provide advice regarding a municipal security transaction. These conflicts of interest (if ever applicable) would not impair Isom Advisors’ ability to render unbiased and competent advice or to fulfill its fiduciary duty to the Issuer.

Isom Advisors serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of another Isom Advisors client. For example, Isom Advisors serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just

as it does to District. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, Isom Advisors could potentially face a conflict of interest arising from these competing client interests. Isom Advisors fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with the District.

If Isom Advisors becomes aware of any additional potential or actual conflict of interest after this disclosure, Isom Advisors will disclose the detailed information in writing to the Issuer in a timely manner.

ii. Legal or Disciplinary Events. Isom Advisors does not have any legal events or disciplinary history on Isom Advisors' Form MA and Form MA-I, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The Issuer may electronically access Isom Advisors' most recent Form MA and each most recent Form MA-I filed with the Commission at the following website:
www.sec.gov/edgar/searchedgar/companysearch.html.

There have been no material changes to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed with the SEC. If any material legal or regulatory action is brought against Isom Advisors, we will provide complete disclosure to the Issuer in detail allowing the Issuer to evaluate Isom Advisors, its management and personnel.

c. Governing Law; Jurisdiction. It is expressly understood and agreed that this Agreement and all questions arising hereunder shall be construed according to the laws of the State of California, without giving effect to conflicts of law principles. All actions or proceedings arising directly or indirectly from this Agreement shall be litigated in courts located within Kings County, California. The parties consent to the jurisdiction thereof and the parties further agree not to disturb such choice of forum.

d. Independent Contractor: Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners or joint ventures with one another. Neither the Advisors nor the Advisors' employees are employee of the District and are not entitled to any of the rights, benefits, or privileges of the District's employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

Neither the District nor its officers, agents or employees shall have any control over the conduct of the Advisors or any of the Advisors' employees except as herein set forth, and the Advisors expressly agrees not to represent that the Advisors or the Advisors' agents, servants, or employees are in any manner agents, servants or employees of the District, it being understood that the Advisors, its agents, servants, and employees are as to the District wholly

independent Advisors and that the Advisors' obligations to the District are solely such as are prescribed by this Agreement.

e. Political Contributions: Isom Advisors may choose of its own free will to contribute time, money, or resources to political campaigns associated with the passage of a bond measure. Prior to signing this agreement, Advisor has not made, considered, or discussed a contribution to any campaign connected with the referenced bonds. This agreement does not obligate Advisor to contribute to any particular campaign or election. Advisor has in no way committed to or indicated a willingness to contribute time, money, or resources to any campaign, or to make any other contribution.

f. Conflicts of Interest: No officer or employee of District shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Advisors warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

g. Successors and Assigns. Except as otherwise provided herein, this Agreement shall not be assignable by either party without the express written consent of the other party hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

h. Attorneys' Fees. In the event of any action to enforce or interpret this Agreement, including without limitation the recovery of damages for its breach, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees and costs. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing such judgment.

i. Amendments to Agreement. This Agreement may not be modified, amended or supplemented except by written instrument executed by all parties hereto.

j. Notice. All notices to be given by the parties hereto and other communications hereunder shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified; (ii) when sent by confirmed telex, electronic mail or facsimile if sent during normal business hours of the recipient, if not, then on the next business day; (iii) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt; or (iv) four days after deposit with a United States Post Office, first class postage prepaid and registered. All communications shall be sent as follows:

To Advisor:

Isom Advisors,
 a Division of Urban Futures Inc.
 1470 Maria Lane, Ste. 315
 Walnut Creek, CA 94596
 Attn.: Jonathan Isom, Managing Principal
 Telephone: (925) 478-7450
 E-mail: jon@isomadvisors.com

To District:

Hanford Elementary School District
 714 N. White Street
 Hanford, CA 93230
 Attn.: Joy Gabler, Superintendent
 Telephone: (530) 585-3600
 E-mail: jgabler@handfordesd.org

k. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

l. Entire Agreement. This Agreement (including the Exhibits attached hereto) contains the entire understanding of the parties in respect of its subject matter and supersedes all prior agreements and understandings (oral or written) between the parties with respect to such subject matter. The Exhibits attached hereto constitute a part hereof as though set forth in full herein.

m. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the dates set forth below.

ADVISOR:

DISTRICT:

Isom Advisors,
A Division of Urban Futures Inc.

Hanford Elementary School District

By: _____

By: _____

Name: Jonathan Isom

Name: Joy Gabler

Title: Managing Principal

Title: Superintendent

Dated: _____, 2019

Dated: _____, 2019

EXHIBIT A

FINANCIAL ADVISORY SERVICES

- Analyze the bond market to determine timing, credit enhancement requirements, structure, bond amount, legal documentation requirements, rating requirements, and method of sale
- Assist District, as needed, to assemble bond finance team members including bond counsel, paying agent, trustee, and underwriter
- Prepare timeline, distribution lists, and term sheets to manage financing
- Manage bond issuance process including the coordination with other finance team members (bond counsel, paying agent, trustee, and underwriter, if needed)
- Define the proposed structure including sizing, call provisions, amortization schedule, and phasing of debt service repayment
- Review legal documents including district and county resolutions, bond purchase agreements, Preliminary Official Statement, and Official Statement
- Prepare rating agency and insurer presentation; negotiate with analysts of same
- Assist in preparation and train District members for rating agency meetings
- Analyze tax base and recommend appropriate tax structure
- For competitive sale, review Notice of Sale and Bid Form, distribute bid documents to qualified underwriters and post bid documents, monitor and verify bids on day of sale, and coordinate award of winning bid
- For negotiated sale, discuss structure and tax rate objectives with underwriter, review proposed structure and scale and make recommendations as appropriate, review fees, and review final pricing
- Review closing documents including tax opinion, arbitrage certificate, and continuing disclosure certificate
- Prepare wrap up presentation booklets to summarize bond sale
- Manage pre-closing and closing
- Attend board meetings as needed to explain bond sale, legal documents, and pricing summary