

Hanford Elementary School District

REGULAR BOARD MEETING AGENDA

Wednesday, June 9, 2021

HESD District Office Board Room
714 N. White Street, Hanford, CA

In accordance with Governor Newsom's Executive Order N-29-20 Paragraph 3, the HESD Board Meeting will have teleconferencing and video conferencing available.

For members of the public interested in remotely viewing the HESD Board Meeting please visit the following link to access the live video stream:

<https://www.hanfordesd.org/hesdtv>

Individuals who wish to address the Board may do so by

- Submitting an email to public-comment@hanfordesd.org
- Leaving a voice message by calling 559-585-3604 (voice message will be transcribed).

Please include your name, agenda item number or subject matter being addressed, along with a 250-word description of the subject matter being addressed.

Voice message public comments must be received no later than 3:30 p.m. on the day of the meeting in order to be part of the record for the Board's information and/or discussion.

Public comments submitted by e-mail or voice message will be included in the minutes.

Please note that consistent with Board Bylaw 9323, any statements submitted for public comment that are inappropriate in nature, including, but not limited to statements that are obscene, threatening or substantially disruptive to school operations, will either be redacted, or will not be posted.

OPEN SESSION

5:30 p.m.

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

5:30 P.M. PUBLIC HEARING: Hanford Elementary School District Local Control Accountability Plan (Carlton)

5:30 P.M. PUBLIC HEARING: 2021-2022 Hanford Elementary School District Budget (Endo)

- *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.*

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 May 19, 2021; May 21, 2021 and May 28, 2021.
- b) Approve minutes of the Regular Board Meeting held on May 26, 2021.

3. INFORMATION ITEMS

- a) Receive for information the 2020-2021 LCAP Federal Addendum Annual Update and 2021-2022 Federal Addendum, and Spending Plan for Tittle I, II, III, IV (Carlton)
- b) Receive for information the 2021-2022 School Plans for Student Achievement (Carlton)
- c) Receive for information the report from the District Parent Advisory Committee for the meeting held on May 25, 2021 (For PAC Meeting #4) (Carlton)
- d) Receive for information the report from the District English Learner Advisory Committee for the meeting held on May 27, 2021. (For DELAC Meeting #4) (Gomez)
- e) Receive for information the following revised Board Policy and Administrative Regulation (McConnell)
 - BP/AR 5141.22 – Infectious Diseases
- f) Receive for information the following revised Board Policy and Administrative Regulation (McConnell)
 - BP/AR 6159.1 – Procedural Safeguards and Complaints for Special Education
- g) Receive for information the following revised Board Policy and Administrative Regulation (McConnell)
 - BP/AR 6159 – Individualized Education Program
- h) Receive for information the following revised Board Policy and Administrative Regulation (McConnell)
 - BP/AR 6159.2 – Nonpublic, Nonsectarian School and Agency Services for Special Education
- i) Receive for information the following revised Exhibit (Endo)
 - 3553 – Free and Reduced Meals

4. BOARD POLICIES AND ADMINISTRATION

- a) Consider for approval the services agreement with Mangini Architecture for shade structure at Hamilton, Jefferson, Kennedy, King, Monroe, Richmond, Roosevelt, Simas and Wilson schools (Potter)
- b) Hear public comments and consider for approval the negotiated amendments to the 2019-2022 Collective Bargaining Agreement with the Hanford Elementary Teachers Association (Martinez)

5. PERSONNEL (Martinez)

a) Employment

Certificated, effective 8/3/21

- Carmen Alvarez-Vargas, Social Worker, Kennedy, Temporary
- Anel Avalos, Counselor, Jefferson, Temporary
- Dustine Borges, Psychologist, Monroe, Temporary
- Maria Calvillo, Counselor, King, Temporary
- Angelica Garcia, Social Worker, Wilson, Temporary
- Margarita Gonzales, Counselor, Kennedy, Temporary
- Roxanna Hernandez, Counselor, Roosevelt, Temporary
- Adrian Jones, Psychologist, Richmond/CDS, Temporary
- Gabriella Raeber, Counselor, Wilson, Temporary
- Erica Sargent, Counselor, Simas, Temporary
- Iselda Valero, Counselor, Kennedy, Temporary
- Phoua Xiong, Counselor, Hamilton, Temporary

b) More Hours

- Deborah Albrecht, Licensed Vocational Nurse, from 6.0 hrs., to 8.0 hrs., Simas, effective 8/4/21
- Cassandra Arceo, Licensed Vocational Nurse, from 6.0 hrs., to 8.0 hrs., Lincoln, effective 8/4/21
- Branden Barajas, Educational Tutor, from 3.5 hrs., to 4.5 hrs., Washington, effective 8/10/21
- Kimberly Brown, Licensed Vocational Nurse, from 6.0 hrs., to 8.0 hrs., Wilson, effective 8/4/21
- James Camacho, Licensed Vocational Nurse, from 6.0 hrs., to 8.0 hrs., Kennedy, effective 8/4/21
- Sheila Dizon, Licensed Vocational Nurse, from 6.0 hrs. to 8.0 hrs., Jefferson, effective 8/4/21
- Maria Flores, Bilingual Clerk Typist II, from 5.0 hrs., to 8.0 hrs., Wilson, effective 7/27/21
- Anna Hernandez, Food Service Worker II, from 2.5 hrs., Kennedy to 3.0 hrs., Wilson, effective 8/9/21
- Ruth Hernandez, Licensed Vocational Nurse, from 6.0 hrs., to 8.0 hrs., Washington, effective 8/4/21
- Antonia Maldonado Arciga, Educational Tutor, from 3.5 hrs., to 4.5 hrs., Washington, effective 8/10/21
- Juana Meza, Educational Tutor, from 3.5 hrs., to 4.5 hrs., Monroe, effective 8/10/21
- Daisy Wallace, Licensed Vocational Nurse, from 6.0 hrs., to 8.0 hrs., Monroe, effective 8/4/21
- Norma Zuniga, Licensed Vocational Nurse, from 6.0 hrs., to 8.0 hrs., Roosevelt, effective 8/4/21

c) Temporary Out of Class Assignment

- Rosie Holguin, READY Program Tutor – 4.5 hrs., Washington to READY Site Lead – 5.0 hrs., Washington, effective 3/15/21-5/26-21

d) Short-term Employment

CLASSIFIED STAFF SUMMER PROGRAMS

Special Education Extended School Year at Monroe – June 14, 2021 – July 2, 2021

- Menchu Rosaroso, Special Education Aide – 4.5 hrs., effective 6/14/21 to 7/2/21
- Jessieca Vallin, Special Education Aide – 4.5 hrs., effective 6/14/21 to 7/2/21

Summer Tutoring Program at Hamilton, Jefferson, Kennedy Lincoln, and Monroe

- Melissa Acosta, Bus Driver – 4.0 hrs., effective 6/22/21 to 7/16/21
- Abel Aguilar, Bus Driver – 4.0 hrs., effective 6/21/21 to 7/16/21
- Gennarina Alvarez, Yard Supervisor – 2.5 hrs., effective 6/21/21 to 7/16/21
- Danna Bailey, Bus Driver – 4.0 hrs., effective 6/22/21 to 7/16/21
- Dianna Bonilla, Bilingual Clerk Typist II – 5.5 hrs., effective 7/13/21 to 7/16/21
- James Camacho, Licensed Vocational Nurse – 5.5 hrs., effective 6/17/21 to 7/16/21
- Tiffany Carpentieri, Student Specialist – 5.5 hrs., effective 6/17/21 to 6/25/21 and 7/6/21 to 7/16/21
- Yessenia Chacon, Bilingual Clerk Typist II – 5.5 hrs., effective 6/17/21 to 7/9/21
- Chandler Contente, Bus Driver – 4.0 hrs., effective 6/22/21 to 7/16/21
- Janice DeLoza, Bilingual Clerk Typist II – 5.5 hrs., effective 6/17/21 to 7/16/21
- Maria Flores, Bilingual Clerk Typist II – 5.5 hrs., effective 6/17/21 to 7/16/21
- Alison Fruit, Student Specialist – 5.5 hrs., effective 6/17/21 to 7/16/21
- Carolina Garcia, Bilingual Clerk Typist II – 5.5 hrs., effective 6/17/21 to 7/16/21
- Mayra Garcia, Bus Driver – 4.0 hrs., effective 6/22/21 to 7/16/21
- Veronica Godinez, Yard Supervisor – 2.5 hrs., effective 6/21/21 to 7/16/21
- Frank Gonzales, Student Specialist – 5.5 hrs., effective 6/29/21 to 7/2/21
- Cynthia Gonzalez, Yard Supervisor – 2.5 hrs., effective 6/21/21 to 7/16/21
- Jenny Gonzalez, Yard Supervisor – 2.5 hrs., effective 6/22/21 to 7/9/21
- Lizette Gutierrez, Bilingual Clerk Typist II – 5.5 hrs., effective 6/17/21 to 7/16/21
- Esmeralda Ledesma, Yard Supervisor – 1.5 hrs., effective 6/21/21 to 7/16/21
- Adrianna Luna, Yard Supervisor – 2.5 hrs., effective 6/21/21 to 7/16/21
- Florita Magallon, Bilingual Student Specialist – 5.5 hrs., effective 6/17/21 to 7/16/21
- Audussie Martinez, Yard Supervisor – 1.0 hrs., effective 6/22/21 to 7/16/21
- Amy McClard, Yard Supervisor – 2.5 hrs., effective 6/21/21 to 7/16/21
- Teresita Ramirez, Yard Supervisor – 2.5 hrs., effective 6/21/21 and 7/13/21 to 7/16/21
- Dana Raulino, Bus Driver – 4.0 hrs., effective 6/14/21 to 7/2/21
- Sherman Royal, Student Specialist – 5.5 hrs., effective 6/17/21 to 7/16/21
- Veronica Sanchez, Bus Driver – 4.0 hrs., effective 6/22/21 to 7/16/21
- Cristina Solorio, Yard Supervisor – 2.5 hrs., effective 6/21/21 to 7/16/21
- Rachelle Vasquez, Student Specialist – 5.5 hrs., effective 6/17/21 to 7/16/21

- Sandy Virden, Yard Supervisor – 2.5 hrs., effective 6/21/21 to 7/16/21
- Daisy Wallace, Bilingual Licensed Vocational Nurse – 5.5 hrs., effective 6/14/21 to 7/16/21
- Cheyenne Zimmerman, Yard Supervisor – 2.5 hrs., effective 6/21/21 to 7/16/21
- Norma Zuniga, Bilingual Licensed Vocational Nurse – 5.5 hrs., effective 6/17/21 to 7/16/21

Seamless Summer Meal Program at Hamilton, Jefferson, Kennedy Lincoln, and Monroe

- Carrie Canada, Food Service Worker I – 3.5 hrs., effective 6/22/21 to 7/16/21
- Lucila Cervantes, Food Service Worker I – 2.5 hrs., effective (6/7/21 to 6/18/21 and 7/19/21 to 7/23/21) and 3.5 hrs., effective 6/21/21 to 7/16/21
- Veronica Grever, Food Service Worker I - 2.5 hrs., effective (6/7/21 to 6/18/21 and 7/19/21 to 7/23/21) and 3.5 hrs., effective 6/21/21 to 7/16/21
- Audra Jaurigui, Food Service Worker I - 2.5 hrs., effective (6/7/21 to 6/18/21 and 7/19/21 to 7/23/21) and 3.5 hrs., effective 6/21/21 to 7/16/21
- Daisy Maya-Gaona, Food Service Worker I - 2.5 hrs., effective (6/7/21 to 6/18/21 and 7/19/21 to 7/23/21) and 3.5 hrs., effective 6/21/21 to 7/16/21
- Nellie Montes, Food Service Worker I – 3.5 hrs., effective 6/22/21 to 7/16/21
- Jaime Reyes Camargo, Food Service Worker I - 2.5 hrs., effective (6/7/21 to 6/18/21 and 7/19/21 to 7/23/21) and 3.5 hrs., effective 6/21/21 to 7/16/21
- Rosa Temores, Food Service Worker I – 3.5 hrs., effective 6/22/21 to 7/16/21
- Miriam Thompson, Food Service Worker I – 3.5 hrs., effective 7/1/21 to 7/16/21 and 2.5 hrs., effective 7/19/21 to 7/23/21
- Perla Vega, Food Service Worker I - 2.5 hrs., effective (6/7/21 to 6/18/21 and 7/19/21 to 7/23/21) and 3.5 hrs., effective 6/21/21 to 7/16/21
- Gina Wibeto, Food Service Worker I – 3.5 hrs., effective 6/22/21 to 7/16/21

e) Resignations

- REVISED: Jaime Reyes Camargo, Food Service Utility Worker - 3.5 hrs., Food Services, effective 06/30/21
- Inez Carreiro, Substitute Yard Supervisor, effective 5/27/21
- REVISED: Sarah Evans, Licensed Vocational Nurse - 6.0 hrs., Richmond, effective 06/04/21
- Ray Mueller, Substitute Personnel Specialist, effective 5/20/21
- Raquel Villarino, Teacher, King, effective 06/04/21

f) Unpaid Leave

- Sheila Dizon, LVN – 6.0 hrs., Jefferson, Family Illness, from 05/24/21 to 06/04/21
- Debralee Juarez, Special Education Aide – 5.0 hrs., Wilson, Personal Leave, from 05/07/21 to 6/4/21

6. FINANCIAL (Endo)

- a) Consider for approval the contract with School Services of California for the 2021-2022 fiscal year
- b) Consider for approval the food services agreement with Kings County Office of Education, St. Rose McCarthy Catholic and Hanford Christina School

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#21-04 Simas
- **Personnel** *(Pursuant to Government Code 54956.9, Trustees will adjourn to Closed Session to discuss the items listed below. The items to be discussed shall be announced in accordance with Government Code Section 54954.5 and/or under Education Code Provisions)*
 - Public Employee Performance Evaluation (GC 54957) - Superintendent

OPEN SESSION

Take action on closed session items

ADJOURN MEETING

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Doug Carlton

DATE: 05/28/2021

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☒ Information
☐ Action

Date you wish to have your item considered: 06/09/2021

ITEM:

PUBLIC HEARING - Hanford Elementary School District Local Control Accountability Plan (LCAP)

PURPOSE:

Included for your review is a copy of the proposed Hanford Elementary School District LCAP that will be reviewed during the public hearing. The LCAP is a document that details how school districts are addressing the State's eight priority areas with the augmented funding the State provides for disadvantaged students (English learners, foster youth, and economically disadvantaged).

The LCAP is also prominently displayed on the District's website at: hanfordesd.org.

FISCAL IMPACT:

The fiscal impact is detailed in the LCAP and will be discussed at the public hearing.

RECOMMENDATIONS:

This item is informational only.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 05/28/2021

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☒ Information
☐ Action

Date you wish to have your item considered: 06/09/2021

ITEM:**PUBLIC HEARING - 2021-2022 Hanford Elementary School District Budget****PURPOSE:**

The proposed 2021-2022 Hanford Elementary School District Budget that will be reviewed during the public hearing.

The Budget can be viewed at:

<https://resources.finalsite.net/images/v1622048797/hesdk12caus/uq1q6pgbklsapohibity/20212022BudgetBookcomplete.pdf>

FISCAL IMPACT:

The fiscal impact of the budget will be discussed at the public hearing.

RECOMMENDATIONS:

This item is informational only.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 05/28/2021

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 06/09/2021

ITEM:

Consider approval of warrants.

PURPOSE:

The administration is requesting the approval of the warrants as listed on the registers dated: 05/19/21, 05/21/21 and 05/28/21.

FISCAL IMPACT:

See attached.

RECOMMENDATIONS:

Approve the warrants.

**Warrant Register For Warrants
Dated 05/19/2021**

Warrant Number	Vendor Number	Vendor Name	Amount
12660917	7384	LA ESQUNITA MI PUEBLO TAQUERIA #2 – Materials/Supplies	\$8.57
Total Amount of All Warrants:			\$8 . 57

Warrant Register For Warrants

Dated 05/21/2021

Warrant Number	Vendor Number	Vendor Name	Amount
12661011	4787	AKJ WHOLESALE LLC – Books	\$15,452.55
12661012	4566	ALLIED STORAGE CONTAINERS – Richmond Modernization	\$76.68
12661013	53	AMERICAN MUSIC COMPANY – Materials/Supplies	\$12,724.64
12661014	73	APPLE INC. – Materials/Supplies	\$514.37
12661015	75	LESLIE ARAKELIAN – Reconcile Summer Health/Welfare Benefits	\$282.15
12661016	6253	AT&T – Telephone Communications	\$2,539.73
12661017	7167	AVERIE GRACE DESIGNS – Materials/Supplies	\$1,289.68
12661018	4983	B & H PHOTO-VIDEO – Materials/Supplies	\$1,988.09
12661019	3258	BANK OF AMERICA – Travel/Conference, Other Services	\$2,753.00
12661020	3967	CAHPERD CONFERENCE – Travel/Conference, Dues & Memberships	\$342.00
12661021	7396	CAMERON'S CONCRETE INC. – Services/Repair	\$4,375.00
12661022	414	DELL COMPUTER CORPORATION – Other Services	\$12,635.86
12661023	3567	E.L. ACHIEVE – Travel/Conference	\$790.00
12661024	5489	ECS IMAGING INC. – Other Services	\$10,488.00
12661025	5314	THE GARLAND COMPANY INC – Woodrow Roof Project	\$2,365.26
12661026	1393	GAS COMPANY – Utilities	\$453.13
12661027	2157	YOLANDA GOMES – Reimburse Materials/Supplies	\$34.91
12661028	7592	HANFORD SENTINEL – Other Services	\$290.00
12661029	685	HI-LINE – Materials/Supplies	\$206.86
12661030	3760	KINGS COUNTY AIR – Materials/Supplies, Services/Repair	\$450.00
12661031	5828	KINGS COUNTY DEPT OF PUBLIC WORKS – Materials/Supplies	\$7.14
12661032	801	KINGS COUNTY MOBILE LOCKSMITH – Services/Repair	\$461.29
12661033	796	KINGS COUNTY OFFICE OF ED – Other Services	\$35,060.58
12661034	7553	MARIA LAWSON – Reimburse Materials/Supplies	\$313.49
12661035	7260	LOWE'S PRO SERVICES – Materials/Supplies	\$1,608.27
12661036	5793	NORTH STAR PHOTOGRAPHY – Materials/Supplies	\$9,849.84
12661037	1058	OFFICE DEPOT – Warehouse Inventory, Materials/Supplies	\$1,532.38
12661038	7280	PUT-IN-CUPS LLC – Materials/Supplies	\$2,846.32
12661039	1188	QUILL LLC – Warehouse Inventory	\$1,241.14
12661040	1204	SHARON RAMSEIER-WILLIAMS – Reimburse Materials/Supplies	\$82.24
12661041	1285	SAFETY-KLEEN SYSTEMS INC. – Materials/Supplies	\$1,603.68
12661042	1349	SIERRA SCHOOL EQUIPMENT CO. – Materials/Supplies	\$4,237.45
12661043	1392	SOUTHERN CALIFORNIA EDISON CO. – Utilities	\$24,563.17
12661044	2031	SOUTHWEST SCH & OFFICE SUPPLY – Warehouse Inventory	\$2,141.20
12661045	6036	SURVEYMONKEY INC – Other Services	\$3,780.00
12661046	2405	WPS – Materials/Supplies	\$942.62
12661047	1649	LUPE YADETA – Reimburse Materials/Supplies	\$304.99

Total Amount of All Warrants:

\$160,627.71

Credit Card Register For Payments

Dated 05/21/2021

Document Number	Vendor Number	Vendor Name	Amount
14030884	297	CENTRAL SANITARY SUPPLY – Warehouse Inventory	\$307.59
14030885	5139	DLT SOLUTIONS LLC – Other Services	\$11,484.00
14030886	539	FRANKLIN PLANNER CORPORATION – Materials/Supplies	\$111.19
14030887	5690	INDOFF INCORPORATED – Warehouse Inventory	\$902.56
14030888	1111	J W PEPPER & SON INC – Books	\$913.67
14030889	806	KINGS COUNTY TROPHY – Materials/Supplies	\$1,088.32
14030890	1214	REALLY GOOD STUFF – Materials/Supplies	\$832.45
14030891	3849	SCHOLASTIC BOOK CLUBS – Books	\$3,288.96
14030892	1313	SCHOLASTIC TEACHERS STORE – Books	\$20.99
14030893	1350	SIGN WORKS – Materials/Supplies	\$1,723.63
14030894	1702	TRIPLE J CONCRETE – Materials/Supplies	\$362.96
14030895	5294	WEST MUSIC COMPANY – Materials/Supplies	\$1,549.31
Total Amount of All Credit Card Payments:			\$22,585.63

Warrant Register For Warrants

Dated 05/28/2021

Warrant Number	Vendor Number	Vendor Name	Amount
12661940	6374	ABLE RECOGNITION – Materials/Supplies	\$508.46
12661941	4787	AKJ WHOLESALE LLC – Books	\$916.39
12661942	6431	AMAZON.COM – Materials/Supplies, Books/Warehouse Inventory	\$575.35
12661943	59	ARAMARK UNIFORM & CAREER – Other Services	\$169.62
12661944	6253	AT&T – Telephone Communications	\$69.46
12661945	3947	ATKINSON ANDELSON LOYA RUUD & ROMO – Other Services	\$3,465.01
12661946	91	AUTOMATED OFFICE SYSTEMS – Services/Repair	\$3,459.60
12661947	2773	KRISTI BACHMAN – Payroll – Reimb Vol Ded	\$500.00
12661948	113	BARNES AND NOBLE-5886056 – Books	\$317.57
12661949	7711	MARIA ORTIZ BRIONES – Food Services Refund	\$6.55
12661950	236	STATE OF CALIFORNIA – Other Services	\$98.00
12661951	7710	ERIKA CARRILLO – Food Services Refund	\$18.50
12661952	5410	CRUZ CHAVEZ – Reimburse-Materials/Supplies	\$168.99
12661953	7171	CONN DOORS – Services/Repair	\$3,899.78
12661954	6625	COSCO FIRE PROTECTION – Services/Repair	\$880.00
12661955	3200	CROWN AWARDS – Materials/Supplies	\$17.99
12661956	6585	CUE CONFERENCE – Travel/Conference	\$79.00
12661957	6190	CUSTOMINK – Materials/Supplies	\$2,080.65
12661958	7689	FIRST TO THE FINISH – Materials/Supplies	\$339.05
12661959	6232	FOLLETT LIBRARY RESOURCES – Books	\$2,041.52
12661960	1769	FRESNO PRODUCE – Food Services-Food	\$14,782.40
12661961	6982	FUN AND FUNCTION – Materials/Supplies	\$120.88
12661962	4161	MATT GAMBLE – Reimburse-Materials/Supplies	\$350.58
12661963	1393	GAS COMPANY – Utilities	\$34.58
12661964	7528	GLOBAL INDUSTRIAL – Materials/Supplies	\$542.10
12661965	591	GOLD STAR FOODS – Food Services-Food	\$7,431.61
12661966	7592	HANFORD SENTINEL – Other Services	\$391.00
12661967	7709	AURORA HERNANDEZ – Food Services Refund	\$7.20
12661968	5264	HOUGHTON MIFFLIN HARCOURT – Books	\$8,835.38
12661969	2528	INDUSTRIAL PLUMBING SUPPLY – Materials/Supplies	\$10,327.03
12661970	3015	INSECT LORE – Materials/Supplies	\$98.42
12661971	5632	KNOX COMPANY – Materials/Supplies	\$2,849.64
12661972	7386	MARIO LOPEZ – Other Services	\$2,700.00
12661973	6905	BLANCA MARTINEZ – Reimburse-Materials/Supplies	\$272.90
12661974	7672	MATT WILHELM INC. – Other Services	\$475.00
12661975	1058	OFFICE DEPOT – Warehouse Inventory	\$864.09
12661976	6359	AMBER OLIVERA – Food Services Refund	\$18.20
12661977	5111	P & R PAPER SUPPLY COMPANY INC – Materials/Supplies	\$262.29
12661978	1168	PRODUCERS DAIRY PRODUCTS – Food Services-Food	\$12,017.92
12661979	4465	CYNTHIA PURSELL – Reimburse-Materials/Supplies	\$514.87
12661980	1232	RICHARD'S TREE SERVICE – Services/Repair	\$2,400.00
12661981	7682	SCIENCE GUYS OF BALTIMORE – Other Services	\$1,325.00
12661982	6368	SINCLAIR RESEARCH GROUP – Other Services	\$4,375.00
12661983	1801	SMART & FINAL STORES (HFD KIT) – Food Services-Food	\$330.80
12661984	1403	STANISLAUS FOUNDATION – DENTAL – Other Services	\$30,464.80
12661985	1444	SYSCO FOODSERVICES OF MODESTO – Food Services-Food	\$108,030.69
12661986	6697	JENNIFER TAYLOR – Reimburse-Materials/Supplies	\$73.64
12661987	1521	UNITED REFRIGERATION INC. – Equipment	\$2,764.73

**Warrant Register For Warrants
Dated 05/28/2021**

Warrant Number	Vendor Number	Vendor Name	Amount
12661988	1544	VALLEY OAK CABINET MFG. – Services/Repair	\$1,850.00
12661989	1558	VERIZON WIRELESS – Telephone Communications	\$942.50
12661990	2822	GRISELDA YRIGOLLEN – Food Services Refund	\$23.65
Total Amount of All Warrants:			\$235,088.39

Credit Card Register For Payments

Dated 05/28/2021

Document Number	Vendor Number	Vendor Name	Amount
14030976	5339	BEYOND MENTION DESIGNS LLC – Materials/Supplies	\$8,621.02
14030977	366	CORWIN PRESS – Books	\$158.74
14030978	529	FOLLETT SCHOOL SOLUTIONS – Books	\$19,994.32
14030979	5778	HAMERAY PUBLISHING GROUP INC. – Books	\$2,239.82
14030980	1111	J W PEPPER & SON INC – Books	\$947.70
14030981	806	KINGS COUNTY TROPHY – Materials/Supplies	\$94.38
14030982	1071	ORIENTAL TRADING CO. INC. – Materials/Supplies	\$4,990.37
14030983	1121	PERMA-BOUND – Books	\$113.85
14030984	3849	SCHOLASTIC BOOK CLUBS – Books	\$94.37
14030985	1313	SCHOLASTIC TEACHERS STORE – Books	\$568.98
14030986	1466	TERMINIX INTERNATIONAL – Services	\$40.00
Total Amount of All Credit Card Payments:			\$37,863.55

Hanford Elementary School District
Minutes of the Regular Board Meeting
May 26, 2021

Minutes of the Regular Board Meeting of the Hanford Elementary School District Board of Trustees on May 26, 2021 at the District Office Board Room, 714 N. White Street, Hanford, CA.

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

HESD Managers Present Joy C. Gabler, Superintendent, and the following administrators were present: Doug Carlton, David Endo, Lucy Gomez, Jaime Martinez, Karen McConnell, William Potter, Jill Rubalcava and Jay Strickland.

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

- Conference with Labor Negotiators (GC 54957.6)

Open Session Trustees returned to open session at 6:00 p.m.

Labor Negotiators No action was taken by the Board.

Public Comments None

Board and Staff Comments None

Requests to Address the Board None

Dates to Remember President Garcia reviewed dates to remember: May 26th – Regular Board Meeting; May 31st – Holiday; June 2nd – 8th Grade Virtual Promotion; June 4th – Last Day of School; June 9th – Regular Board Meeting.

Student Recognition Bill Wilkinson, WW Band Director, recognized Brandon Vasquez for being named to the California Junior High All-State Honor Band. Bill stated this is the second year in a row a student from Woodrow Wilson made the All-State Honor Band. He added Brandon's progress over the last year has been amazing and he is very proud of him. Brandon is 1 of 13 from the state of California to make All-State Honor Band. He was 1 of 5 from the Central Valley.

Brandon Vasquez thanked Mr. Wilkinson, the school staff, his parents and friends, and the Board for all they do.

Bill introduced a video of Brandon playing the alto-saxophone. This video is the one Brandon presented for the California Music Association Solo & Ensemble Virtual Festival. Brandon selected his own music and received a 20 out of 20.

CONSENT ITEMS

Trustee Revious made a motion to take consent items "a" through "d" together. Trustee Hernandez seconded; motion carried 5-0:

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

Trustee Garner then made a motion to approve consent items "a" through "d". Trustee Hernandez 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 May 7, 2021 and May 14, 2021.
- b) Minutes of the Regular Board Meeting held on May 12, 2021.
- c) Interdistrict transfers as recommended.
- d) Donation of \$25.80 from Box Tops.

INFORMATION ITEMS

**Odell Planning
& Research,
Inc.**

- a) Joy Gabler, Superintendent, introduced Scott Odell of Odell Planning & Research to provide information on developer fees. Scott talked about the history of developer fees and what they are intended to. Hanford Elementary School District charges a level 1 fee, they are adjusted every year but are capped at a specific level. Each district must prepare their own study on projected fees. There are no requirements on how often the study gets done but most districts conduct the study every 2-4 years. Level 2 fees allow district to go higher than level 1 fee but are very restricted. Elementary districts must split the fee with high school district. Elementary districts get 60% while high school districts get 40%. When charging fees, the district must charge the same fee, it must be uniform. These funds can be used for facilities and modernization that benefit students, the fee for the study and reports, and 3% on administrative cost.

Trustee Garner asked if the District could collect the fee after the house is occupied. Scott stated the District does have the ability to do that, but recommends they research if there will be an issue along with concerns about the administrative process of collecting the fees after-the-fact. The usual process is that the fee must be paid for before the permit is pulled. Trustee Garner then asked in Scott's experience do districts use developer fees as a competitive

measure to attract more developers. Scott stated yes, he used Firebaugh as an example. Trustee Garner asked how much the District brings a year in developer fees. David answered this past March, seventy thousand. Trustee Garner asked since the District splits 60%/40% with the high school district can the District still decide to collect after occupation. Scott said yes technically the District can.

**Healthcare in
Kings County
Public Schools**

- b) Joy Gabler, Superintendent, presented for information the Kings County Grand Jury Report – Healthcare in Kings County Public Schools. Joy shared the District received an inquiry from the Grand Jury regarding John F. Kennedy's health care process. James Camacho, Licensed Vocational Nurse from JFK, Tara Keeton, HESD Registered Nurse that serves JFK & Karen McConnell, Assistant Superintendent met with the Grand Jury. The grand jury was doing a comparison. HESD is ahead of the state average on nurses per student. Karen McConnell thanked Tara and James for an excellent job.

**Induction
Accreditation
Report**

- c) Debra Colvard, Director of Curriculum, presented for information from the Commission on Teacher Credentialing HESD Induction Accreditation Report. Debra shared a PowerPoint presentation highlighting notes and a video from the accreditation visit. She stated the accreditation review was held on April 19-21 and after thorough document review and multiple interviews with all stakeholders, the Induction program was unanimously recommended for accreditation. Some of the highlights that Debra shared are as follows:
- The induction program was complimented on how both the administrative and teacher teams are happy because of the support they receive from HESD, their attention to detail, how well they prepared for the visit, and how everything went very smooth.
 - The interviewed candidates share how many want to work for HESD because of the district's reputation – the Accreditation Team Lead referred to HESD as a "destination district."
 - The district's clear vision is evident and shared and committed to supporting teachers to succeed.
 - They want the District to consider ensuring that the induction mentors continue to grow in their coaching and that they continue to provide training.
- Debra finalized by stating overall it was a great report and shared a snippet video from the Commission on Teacher Credentialing Accreditation Committee Meeting.

The Board congratulated the team for a great report.

**Monthly
Financial Report
7/1/20 –
4/30/21**

- d) David Endo, Chief Business Official, presented for information the monthly financial reports for the period of 07/01/2020-04/30/2021. He stated everything is going according to plan.

**2020-2021
District/Board
Goals**

- e) Joy Gabler, Superintendent, presented for information a review on the 2020-2021 District/Board Goals. She shared a PowerPoint presentation reviewing the District's five goals that align with the eight state priorities and the District's Local Control Accountability Plan. Joy went over each goal and how the district is implementing each goal. The five goals reviewed are:

- 1) Students will receive a broad educational program that includes English language arts, mathematics, science, history, visual and performing arts, and physical education.
- 2) All students will make progress toward proficiency on the state adopted standards and English learners will make progress learning the English language.
- 3) The district will support teachers and staff with professional development, training, and collaboration time.
- 4) Students will learn in a safe, well maintained school where they are supported, engaged, and connected to their school.
- 5) Communication between schools and home will be regular and meaningful.

Joy also shared highlights from HESD's last year of COVID-19 and what we are looking forward to in 2021-2020.

BOARD POLICIES AND ADMINISTRATION

Expanded Learning Opportunity Grant Plan

- a) Trustee Garner made a motion to approve the Expanded Learning Opportunities Grant Plan. Trustee Revious seconded; motion carried 5-0:
- Garcia – Yes
 - Garner – Yes
 - Hernandez – Yes
 - Revious – Yes
 - Strickland – Yes

Plan of Work with TCOE

- b) Trustee Garner made a motion to approve the consultant contract with Tulare County Office of Education (TCOE) to provide ongoing planning support and in-class coaching to Jefferson Academy teachers in the area of Next Generation Science Standards. Trustee Strickland seconded; motion carried 5-0:
- Garcia – Yes
 - Garner – Yes
 - Hernandez – Yes
 - Revious – Yes
 - Strickland – Yes

Dr. Shah

- c) Trustee Strickland made a motion to approve the Memorandum of Understanding with Dr. Shah to provide support and training of SPOT vision screening program. Trustee Garner seconded; motion carried 5-0:
- Garcia – Yes
 - Garner – Yes
 - Hernandez – Yes
 - Revious – Yes
 - Strickland – Yes

Family HealthCare Network (Elementary)

- d) Trustee Strickland made a motion to approve the Memorandum of Understanding with Family HealthCare Network to provide access and healthcare services to students through mobile unit at various elementary sites. Trustee Revious seconded; motion carried 5-0:

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

**Family
HealthCare
Network (Junior
High)**

- e) Trustee Strickland made a motion to approve the Memorandum of Understanding with Family HealthCare Network to provide access to dental services to junior high students. Trustee Hernandez seconded; motion carried 5-0:

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

**Mangini
Associates, Inc.
– Roosevelt**

- f) Trustee Revious made a motion to approve the architectural services agreement with Mangini Associates, Inc. for the modernization at Roosevelt Elementary School phase 2. Trustee Garner seconded; motion carried 5-0:

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

**Mangini
Associates, Inc.
– Woodrow
Wilson**

- g) Trustee Strickland made a motion to approve the architectural services agreement with Mangini Associates, Inc. for the HVAC upgrade at Woodrow Wilson gym and locker rooms. Trustee Revious seconded; motion carried 5-0:

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

**Mangini
Associates, Inc.
– Lee Richmond**

- h) Trustee Revious made a motion to approve the architectural services agreement with Mangini Associates, Inc. for the modernization at Lee Richmond Elementary School phase 2. Trustee Garner seconded; motion carried 5-0:

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

**RMA
Geoscience**

- i) Trustee Strickland made a motion to approve the construction inspection and testing services agreement with RMA Geoscience for the solar projects at Monroe Elementary, Simas Elementary and Martin Luther King Elementary. Trustee Revious seconded; motion carried 5-0:

Garcia – Yes
Garner – Yes

Hernandez – Yes
Revious – Yes
Strickland – Yes

- CSEA's Initial Proposal** j) Trustee Revious made a motion to approve the California School Employee Association's (CSEA's) Initial Proposal for 2021-2022 Amendments to the 2020-2023 Collective Bargaining Agreement with HESD (Reopened articles). The current 3-year agreement allows for re-negotiating Article 22 Health and Welfare Benefits, Article 23 Pay and Allowances and two additional articles each. Trustee Garner seconded; motion carried 5-0:
- Garcia – Yes
Garner – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes

- District's Initial Proposal** k) Trustee Revious made a motion to approve the District's Initial Proposal for 2021-2022 Amendments to the 2020-2023 Collective Bargaining Agreement with CSEA (reopened articles). The current 3-year agreement allows for re-negotiating Article 22 Health and Welfare Benefits, Article 23 Pay and Allowances and two additional articles each. Trustee Strickland seconded; motion carried 5-0:
- Garcia – Yes
Garner – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes

- AR 0430** l) Trustee Strickland made a motion to approve the revised Administrative Regulation 0430 – Comprehensive Local Plan for Special Education. Trustee Revious seconded; motion carried 5-0:
- Garcia – Yes
Garner – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes

- BP/AR 5141.31** m) Trustee Strickland made a motion to approve the revised Board Policy and Administrative Regulation 5141.31 – Immunizations. Trustee Garcia seconded; motion carried 5-0:
- Garcia – Yes
Garner – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes

- AR 6142.8** n) Trustee Garner made a motion to approve the revised Administrative Regulation 6142.8 – Comprehensive Health Education. Trustee Revious seconded; motion carried 5-0:

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

BP/AR 3311.1 o) Trustee Garner made a motion to approve the revised Board Policy and Administrative Regulation – Uniform Public Construction Cost Accounting Procedures. Trustee Hernandez seconded; motion carried 5-0:

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

PERSONNEL

Trustee Strickland made a motion to take Personnel items “a” through “d” together. Trustee Revious seconded; the motion carried 5-0:

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

Trustee Strickland then made a motion to approve Personnel items “a” through “d”. Trustee Revious seconded; the motion carried 5-0:

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

The following items were approved:

Item “a” – Employment

- Kimberly Brown, LVN, Wilson – 6.0 hours, effective 05/10/21
- Tania Garcia, Bus Driver, Transportation – 4.5 hours, effective 04/26/21

Temporary Employees/Substitutes

- John Barragan, Substitute Custodian II, effective 5/10/21
- Rosalie Chavez, Substitute Yard Supervisor, effective 05/06/21
- Darius Meza, Substitute Custodian I, effective 05/10/21
- Shelby Alcaraz, Short-term Special Ed Aide – 5.0 hours, Wilson, effective 05/05/21-06/04/21
- Megan Schaub, Short-term Special Ed Aide – 5.0 hours, Monroe, effective 05/03/21 – 06/04/21
- Oscar Barron, Short-term Licensed Vocational Nurse – 3.0 hours, Lincoln, effective 05/11/21 - 05/26/21

***Item "b" –
Resignations***

- Elizabeth Chavez, Yard Supervisor – 1.75 hours, King, effective 05/07/21
- Sarah Evans, Licensed Vocational Nurse – 5.0 hours, Richmond, effective 06/04/21
- Jeannie Fromme, Special Education Aide – 5.0 hours, Simas, effective 06/04/21
- Brooke Fuller, Teacher, Woodrow Wilson, effective 06/04/21
- Cindy Lerma Navarro, Ready Tutor – 4.5 hours, King, effective 05/21/21
- Jaime Reyes Camargo, Food Service Utility Worker – 3.5 hours, Food Services, effective 06/04/21
- Alison Vidal, Special Education Aide – 5.0 hours, Richmond, effective 06/04/21

***Item "c" –
Retirement***

- Denise Hurt, Special Education Aide, Simas, effective 06/04/21

***Item "d" –
Promotion***

- Sherman Royal, Custodian II – 8.0 hours, District Office, to Student Specialist – 8.0 hours, Richmond, effective 07/27/21

FINANCIAL

**GASB
Statement 75**

- a) Trustee Garner made a motion to approve the actuarial contract for services in accordance with Government Accounting Standards Board (GASB) Statement 75. Trustee Hernandez seconded; motion carried 5-0:
- Garcia – Yes
 - Garner – Yes
 - Hernandez – Yes
 - Revious – Yes
 - Strickland – Yes

Resolution #25-a) 21

- Trustee Strickland made a motion to adopt 2020-2021 Budget Revision – Number 4. Trustee Garner seconded; motion carried 5-0:
- Garcia – Yes
 - Garner – Yes
 - Hernandez – Yes
 - Revious – Yes
 - Strickland – Yes

Adjournment

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

Respectfully submitted,

Joy C. Gabler,
Secretary to the Board of Trustees

Approved:

Robert Garcia, President

Lupe Hernandez, Clerk

HANFORD ELEMENTARY SCHOOL DISTRICT
AGENDA REQUEST FORM

TO: Joy Gabler

FROM: Doug Carlton

DATE: June 1, 2021

For: ☒ Board Meeting
☐ Superintendent's Cabinet

For: ☒ Information
☐ Action

Date you wish to have your item considered: June 23, 2021

ITEM: Consider for Information, the 2020-2021 LCAP Federal Addendum Annual Update and 2021-2022 Federal Addendum, and Spending Plan for Title I, II, III, IV.

PURPOSE: The LCAP Federal Addendum is meant to supplement the LCAP to ensure that eligible LEAs have the opportunity to meet the Local Educational Agency (LEA) Plan provisions of the ESSA.

Fiscal Impact:

The LCAP Federal Addendum is a requirement for receiving Title I, II, III, and IV funding.

RECOMMENDATION: Consider for Information the 2020-2021 LCAP Federal Addendum Annual Update 2021-2022 Federal Addendum and Spending Plan

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy Gabler

FROM: Doug Carlton

DATE: June 1, 2021

For: ☒ Board Meeting
☐ Superintendent's Cabinet

For: ☒ Information
☐ Action

Date you wish to have your item considered: June 9, 2021

ITEM: Consider for information, the 2021-2022 School Plans for Student Achievement.

PURPOSE: Each school has carefully and thoroughly followed the planning process. School site councils have approved the 2021-2022 school plans. Planning amounts are based on estimated allocations and estimated carryover from the prior school year.

The school plans include funding from Title I Part A, LCFF, CSI

Fiscal Impact:

School	Title I Funds	LCFF Funds	CSI Funds	Total School Plan Funds	
Hamilton Elementary	\$ 96,483	\$ 13,733		\$ 110,216	
Hanford CDS	\$ 544	\$ 747,858	\$ 170,283	\$ 918,685	
Jefferson	\$ 65,909	\$ 9,707		\$ 75,616	
Kennedy Jr. High	\$ 141,150	\$ 19,640		\$ 160,790	
King Elementary	\$ 136,336	\$ 19,716		\$ 156,052	
Lincoln Elementary	\$ 91,307	\$ 12,830		\$ 104,137	
Monroe Elementary	\$ 145,446	\$ 20,167		\$ 165,613	
Richmond Elementary	\$ 100,399	\$ 14,260		\$ 114,659	
Roosevelt Elementary	\$ 124,014	\$ 17,496		\$ 141,510	
Simas Elementary	\$ 84,009	\$ 11,626		\$ 95,635	
Washington Elementary	\$ 105,871	\$ 14,900		\$ 120,771	
Wilson Jr. High	\$ 128,500	\$ 17,797		\$ 146,297	
Total	\$ 1,219,968	\$ 919,730		\$ 2,309,981	

RECOMMENDATION: Consider for information the 2021-2022 School Plans

HANFORD ELEMENTARY SCHOOL DISTRICT**AGENDA REQUEST FORM**

TO: Joy Gabler

FROM: Doug Carlton

DATE: May 28, 2021

For: ☒ Board Meeting
☐ Superintendent's Cabinet

For: ☒ Information
☐ Action

Date you wish to have your item considered: June 9, 2021

ITEM: Receive for information a report from the District Parent Advisory Committee for the meeting held on May 25, 2021 (For PAC Meeting #4)

PURPOSE: The PAC advises the board on the educational programs and services included in the Local Control Accountability Plan.

FISCAL IMPACT: PAC is a requirement of the Local Control Funding Formula.

Hanford Elementary School District

Hanford Elementary School District (HESD)
Parent Advisory Committee
Report to the Board of Trustees for PAC Meeting #4

Date of Meeting: May 25, 2021

Starting Time: 9:00 a.m. to 10:30 a.m.

Location: Zoom

Purpose of the Meeting: To consult, review, and comment on the Hanford Elementary Local Control Accountability Plan.

The Parent Advisory Committee received information on the following topics:

- The Expanded Learning Opportunities Grant
- The Local Control Accountability Plan (2021-2022 to 2023-2024)

The Parent Advisory Committee made the following recommendations:

- Continue to work to ease the transition back to in person school.
- Expand after school programs to the junior high schools.
- Continue to maintain and expand the READY program in our elementary schools.
- Approve the Expanded Learning Opportunities Grant
- Approve the Local Control Accountability Plan and Annual Update (2021-2022 to 2023-2024)

HANFORD ELEMENTARY SCHOOL DISTRICT**AGENDA REQUEST FORM**

TO: Joy Gabler

FROM: Lucy Gomez

DATE: May 28, 2021

For: ☒ Board Meeting
☐ Superintendent's Cabinet

For: ☒ Information
☐ Action

Date you wish to have your item considered: June 9, 2021

ITEM: Receive for information a report from the District English Learner Advisory Committee for the meeting held on May 27, 2021. (For DELAC Meeting #4)

PURPOSE: The DELAC advises the board on the educational programs and services for English Learners.

FISCAL IMPACT: DELAC is a requirement of the Local Control Funding Formula and for Federal Title I, II, and III programs.

Hanford Elementary School District

Hanford Elementary School District (HESD)
District English Learner Advisory Committee (DELAC)
Report to the Board of Trustees for Meeting #4

Date of Meeting: May 27, 2021
Starting Time: 9:00 a.m. to 10:30 a.m.
Location: Zoom

Purpose of the Meeting: To consult, review, and comment on the Hanford Elementary Local Control Accountability Plan.

The DELAC received information on the following topics:

- The Consolidated Application (Summer CARS 2021)
- The Written Notifications to be Sent to Parents
- The district's plans to Ensure Compliance with Any Applicable Teacher and Instructional Aid Requirements
- The Expanded Learning Opportunities Grant
- The 2021-2022 to 2023-2024 Local Control Accountability Plan including the Annual Update

The DELAC made the following recommendations:

- The DELAC recommends that the board approve the Consolidated Application (2021 Summer CARS)
- The DELAC recommends that the board approve the 2021-2022 to 2023-2024 Local Control Accountability Plan including the Annual Update

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Karen McConnell

DATE: May 13, 2021

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☒ Information
☐ Action

Date you wish to have your item considered: June 9, 2021

ITEM: Consider recommended revisions to Administrative Policy and Board Policy 5141.22 – Infectious Disease

PURPOSE: Policy updated to reflect new law which requires local health officers to notify and update district of an outbreak, or imminent outbreak, of a communicable disease and requires districts to comply with any orders issued by the health officer and all applicable privacy laws. Updates also add a section on “Prevention and Mitigation Plan” reflecting general best practices based on COVID-19 guidance.

FISCAL IMPACT: None

RECOMMENDATIONS:

Policy 5141.22: Infectious Diseases

Status: DRAFT

Original Adopted Date: 11/09/2016 | **Last Revised Date:** 12/14/2016

The Governing Board desires to protect students from risks posed by exposure to infectious diseases while providing an appropriate education for all students a high-quality education for all students. The Board recognizes that prevention and education are the most effective means of limiting the spread of infectious diseases. The Superintendent or designee shall collaborate with local and state health officials to develop and regularly update a comprehensive plan for disease prevention that promotes preventative measures, mitigation, education, communication, and training of students and staff. All measures to limit the spread of infectious diseases shall be nondiscriminatory and ensure that equity is promoted.

Infectious Disease Prevention

The Superintendent or designee shall collaborate with parents/guardians and local health agencies and organizations to develop a comprehensive approach to disease prevention that promotes preventative measures and education of students and staff.

{cf. 1020 – Youth Services}

{cf. 3516 – Emergencies and Disaster Preparedness Plan}

{cf. 5141.21 – Administering Medication and Monitoring Health Conditions}

{cf. 5141.26 – Tuberculosis Testing}

{cf. 5141.3 – Health Examinations}

{cf. 5141.31 – Immunizations}

{cf. 5141.32 – Health Screening for School Entry}

{cf. 5141.6 – School Health Services}

The Superintendent or designee shall regularly review resources available from health experts to ensure that district programs are based on the most up-to-date information.

The Superintendent or designee shall ensure that the district's comprehensive health education program provides information about the prevention of infectious diseases, including the nature of bloodborne pathogens and their transmission, as well as information to help prevent the spread of contagious diseases, such as a pandemic influenza. He/she shall also ensure that each school has sufficient infection prevention supplies that are easily accessible to staff.

{cf. 6142.1 – Sexual Health and HIV/AIDS Prevention Instruction}

{cf. 6142.8 – Comprehensive Health Education}

Universal Precautions

Students and staff shall observe universal precautions in order to prevent exposure to bloodborne pathogens and to prevent the spread of infectious diseases.

{cf. 4119.42/4219.42/4319.42 – Exposure Control Plan for Bloodborne Pathogens}

{cf. 4119.43/4219.43/4319.43 – Universal Precautions}

The Superintendent or designee shall inform students of the precautions to be used in cases of exposure to blood or other body fluids through injury, accident, or classroom instruction.

{cf. 5141 – Health Care and Emergencies}

{cf. 6145.2 – Athletic Competition}

Students with Infectious Diseases

The Superintendent or designee shall exclude students only in accordance with law, Board policy, and administrative regulation. Because bloodborne pathogens such as hepatitis B virus, hepatitis C virus, and human immunodeficiency virus (HIV) are not casually transmitted, the presence of infectious conditions of this type is not, by itself, sufficient reason to exclude students from attending school.

(cf. 5112.2 – Exclusions from Attendance)

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

Parents/guardians are encouraged to inform the Superintendent or designee if their child has an infectious disease so that school staff may work cooperatively with the student's parents/guardians to minimize the child's exposure to other diseases in the school setting. The Superintendent or designee shall ensure that student confidentiality rights are strictly observed in accordance with law.

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

(cf. 5022 – Student and Family Privacy Rights)

(cf. 5125 – Student Records)

The Superintendent or designee shall regularly review resources available from health experts to ensure that district programs and operations are based on the most up-to-date information.

The district's comprehensive health education programs shall provide age-appropriate information about the nature and symptoms of communicable disease, their transmission, and how to help prevent the spread of contagious diseases.

If the local health officer notifies the district of an outbreak of a communicable disease, or the imminent and proximate threat of a communicable disease outbreak or epidemic that threatens the public's health, the district shall take any action that the health officer deems necessary to control the spread of the disease. The district shall comply with all applicable state and federal privacy laws in regard to any such information received from the local health officer. (Health and Safety Code 120175.5)

Students and staff shall observe universal precautions in order to prevent exposure to bloodborne pathogens and to prevent the spread of infectious diseases.

The Superintendent or designee shall inform students of the precautions to be used in cases of exposure to blood or other body fluids through injury, accident, or classroom instruction.

Students with Infection Disease

The Superintendent or designee shall exclude students from on-campus instruction only in accordance with the law, Board Policy, and administrative regulations. Because bloodborne pathogens such as hepatitis B virus, hepatitis C virus, and human immunodeficiency virus (HIV) are not casually transmitted, the presence of infectious conditions of this type is not, by itself, sufficient reason to exclude students from attending school.

Parents/guardians are encouraged to inform the Superintendent or designee if their child has an infectious disease so that school staff may work cooperatively with the student's parents/guardians to minimize exposure to other diseases in the school setting. If necessary, the Superintendent or designee shall inform the local health official of any potential outbreaks. The Superintendent or designee shall ensure that student confidentiality and privacy rights are strictly observed in accordance with law.

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State References

17 CCR 2500-2511

Description

Communicable disease reporting requirements - <https://simbli.eboardsolutions.com/SU/slshn47UxNYZiU6wNeVYbLg2w==>

8 CCR 5193

CA Constitution Article 1, Section 1

Civ. Code 1798-1798.76

Civ. Code 56-56.37

Ed. Code 48210-48216

Ed. Code 49073-49079

Ed. Code 49403

Ed. Code 49405

Ed. Code 49406

Ed. Code 49408

Ed. Code 49602

Ed. Code 51202

H&S Code 120230

H&S Code 120325-120380

H&S Code 120875-120895

H&S Code 120975-121022

H&S Code 121475-121520

Federal References

20 USC 1232g

20 USC 1400-1482

29 USC 794

45 CFR 164.500-164.534

Management Resources References

Court Decision

Website

Website

Website

Website

Website

Cross References

0470

3514.1

California bloodborne pathogens standard

Right to Privacy -

<https://simbli.eboardsolutions.com/SU/dnTSIDGsBRmnPh66qrPVNA==>

Information Practices Act -

<https://simbli.eboardsolutions.com/SU/eqbJKyFDVnvC0gOs20plusl7A==>

Confidentiality of medical information -

<https://simbli.eboardsolutions.com/SU/nrOsSxslshED3ehUQrXplusLmkcA==>

Persons excluded

Privacy of pupil records

Cooperation in control of communicable disease and immunization of pupils

Smallpox control

Examination for tuberculosis (employees)

Information of use in emergencies

Confidentiality of student information

Instruction in personal and public health and safety

Exclusion for communicable disease

Immunization against communicable diseases

AIDS information

Mandated blood testing and confidentiality to protect public health

Tuberculosis tests for pupils

Description

Family Educational Rights and Privacy Act (FERPA) of 1974

Individuals with Disabilities Education Act

Rehabilitation Act of 1973, Section 504

Health Insurance Portability and Accountability Act (HIPAA)

Description

Thomas v. Atascadero Unified School District, (1987) 662 F.Supp. 376

U.S. Government Pandemic Flu Information -

<https://simbli.eboardsolutions.com/SU/woUjSYMWPYqUariLcOuHLw==>

CSBA -

<https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==>

California Department of Education -

<https://simbli.eboardsolutions.com/SU/os2jq5DcA2RawmY2VZ5FZQ==>

California Department of Public Health -

<https://simbli.eboardsolutions.com/SU/plusKghL3cnZRJOzDybcVsugA==>

Centers for Disease Control and Prevention -

<https://simbli.eboardsolutions.com/SU/Gfx4spY2pCn7TBGiShp9oA==>

Description

COVID-19 Mitigation Plan -

<https://simbli.eboardsolutions.com/SU/Uda1PR36HqbR8ubMgSxA2Q==>

Hazardous Substances -

<https://simbli.eboardsolutions.com/SU/WS0vBqAIUyvlxS3XhTZleQ==>

3514.1	Hazardous Substances - https://simbli.eboardsolutions.com/SU/uVA24S5hPJHctrTk2Yq0ww==
3516	Emergencies And Disaster Preparedness Plan - https://simbli.eboardsolutions.com/SU/CslshkTPxHdUIBtwsLZOOI7nw==
3516	Emergencies And Disaster Preparedness Plan - https://simbli.eboardsolutions.com/SU/zlpwFBJwSCDCxG0slsh8nLj2g==
4119.41	Employees With Infectious Disease - https://simbli.eboardsolutions.com/SU/uvkSF27NX1n7dEkiplusT58pA==
4219.41	Employees With Infectious Disease - https://simbli.eboardsolutions.com/SU/sbzJyT2OEyDXuTg550xf3w==
4231	Staff Development - https://simbli.eboardsolutions.com/SU/1plqApZfXqTJplus3V3yAttlg==
4319.41	Employees With Infectious Disease - https://simbli.eboardsolutions.com/SU/2CyV97gCtLTP5fuV6di93A==
5022	Student And Family Privacy Rights - https://simbli.eboardsolutions.com/SU/kM4tfqWVPq99tLI0lvUY3g==
5022	Student And Family Privacy Rights - https://simbli.eboardsolutions.com/SU/TDDTplusNk4au7vds09zM6Zsw==
5030	Student Wellness - https://simbli.eboardsolutions.com/SU/plusvLZ1HIBPZDEpuwAXJKMOQ==
5112.1	Exemptions From Attendance - https://simbli.eboardsolutions.com/SU/l6o9eEttyRUxvIQCVRpyFg==
5112.1	Exemptions From Attendance - https://simbli.eboardsolutions.com/SU/x3zgx20zbDz3glr36FpaKQ==
5112.2	Exclusions From Attendance - https://simbli.eboardsolutions.com/SU/MwslshrQ3UZc5M2XIJg7XgogQ==
5125	Student Records - https://simbli.eboardsolutions.com/SU/uiVJk3G6TkTplusVR2QwgWBtw==
5125	Student Records - https://simbli.eboardsolutions.com/SU/aoTt3s0aYvG7slshk1b5KoNOA==
5141	Health Care And Emergencies - https://simbli.eboardsolutions.com/SU/8YlkEzGY2VTmplusMQmYoeyoQ==
5141	Health Care And Emergencies - https://simbli.eboardsolutions.com/SU/LzKKKu5oOUt4nSANXTqZwg==
5141.21	Administering Medication And Monitoring Health Conditions - https://simbli.eboardsolutions.com/SU/6y2rfdtLM4TM5Gmgc9lplusVQ==
5141.21	Administering Medication And Monitoring Health Conditions - https://simbli.eboardsolutions.com/SU/HpluszDR1PrR1pluslILSulhM82Q==
5141.26	Tuberculosis Testing - https://simbli.eboardsolutions.com/SU/ad2jqLOzdHStFiD6BNhpwg==
5141.3	Health Examinations - https://simbli.eboardsolutions.com/SU/ur4YCJG9nZQ6sn3vqRgXog==
5141.3	Health Examinations - https://simbli.eboardsolutions.com/SU/JsP9307Vgplus7VQy6Krcqmwww==
5141.31	Immunizations - https://simbli.eboardsolutions.com/SU/YV3GJHkjQslshz2Le3sovX5JA==
5141.31	Immunizations - https://simbli.eboardsolutions.com/SU/7sA3Fg7byPbu33fslshwplusawWQ==
5141.32	Health Screening For School Entry - https://simbli.eboardsolutions.com/SU/PY3pluzmzHX7cNUpCDSsLpluszSg==

5141.6	School Health Services - https://simbli.eboardsolutions.com/SU/UHX1nfluv39ZG7BDa42TaA==
5141.6	School Health Services - https://simbli.eboardsolutions.com/SU/GmEe5vFbd2oYbzF0VrUEfQ==
5142	Safety - https://simbli.eboardsolutions.com/SU/mto5kOjSDnOWK1zUL8hkYA==
5142	Safety - https://simbli.eboardsolutions.com/SU/e92TTgnCEEdYy7D9plusplusrCFQ==
5148	Child Care And Development - https://simbli.eboardsolutions.com/SU/cjIC5QJ7pZFadmtiKpVIVg==
5148	Child Care And Development - https://simbli.eboardsolutions.com/SU/j2uccQTz0slshFslshPHUyXpQryg==
6142.1	Sexual Health And HIV/AIDS Prevention Instruction - https://simbli.eboardsolutions.com/SU/Q8tVuLnGZzKk1KhXhtY1qA==
6142.1	Sexual Health And HIV/AIDS Prevention Instruction - https://simbli.eboardsolutions.com/SU/NUwcuolmewTs7yugplusZHLYQ==
6142.8	Comprehensive Health Education - https://simbli.eboardsolutions.com/SU/A3ZNcG9KBPVFEhdshshPeVfMw==
6145.2	Athletic Competition - https://simbli.eboardsolutions.com/SU/mRU87AAuJVNmgyqjslshGnHBA==
6145.2	Athletic Competition - https://simbli.eboardsolutions.com/SU/jr5UwkKYg2jBljJiDYipBw==
6163.2	Animals At School - https://simbli.eboardsolutions.com/SU/bdV9cT4UslshncWmdoUeXl3mA==
6163.2	Animals At School - https://simbli.eboardsolutions.com/SU/plusg4qzZR6aELzKTY4ZOYbmA==
6164.6	Identification And Education Under Section 504 - https://simbli.eboardsolutions.com/SU/Il2yokXjjul6zKjd25EdDw==
6164.6	Identification And Education Under Section 504 - https://simbli.eboardsolutions.com/SU/QbYAokVsEt94prJULkGrCg==
6170.1	Transitional Kindergarten - https://simbli.eboardsolutions.com/SU/XcCO38ZERnYHJbL7oin1cA==
6183	Home And Hospital Instruction - https://simbli.eboardsolutions.com/SU/3zxBA4aO37KRplusHEIO5K32Q==

Regulation 5141.22: Infectious Diseases

Status: DRAFT

Original Adopted Date: 05/16/2001

Review Team

The parents/guardians of a student with an infectious disease may ask the Superintendent or designee to convene a review panel to make recommendations regarding appropriate programs and services for their child. The review panel may refer the decision to an individualized education program or 504 team as appropriate.

(cf. 5141.21 – Administering Medication and Monitoring Health Conditions)

(cf. 6159 – Individualized Education Program)

(cf. 6164.4 – Identification of Individuals for Special Education)

(cf. 6164.6 –)

Prevention and Mitigation Plan

The Superintendent or designee shall work with state and local health officials to develop and regularly update a plan to prevent and mitigate the spread of infectious diseases. Components of the plan may include, but are not necessarily limited to:

1. A communication strategy for informing students, parents/guardians, staff, and the community about the disease(s), including symptoms, complications, transmission, and current recommendations from state and local departments of public health
2. Protocols for assessing when campus closures are necessary and when campus(es) may reopen
3. Alternative means of instruction, schedules, and attendance, including the provision of instruction to students with disabilities, English learners, and foster or homeless youth, in the event of campus closures or partial closures
4. Guidelines regarding preventative measures such as social distancing, personal protective equipment, temperature checks, and/or any other health screening allowed by law
5. Protocols regarding the acquisition and provision of personal protective equipment and other supplies
6. Procedures for the cancellation or alteration of extracurricular activities and field trips
7. Protocols for transportation of students using district vehicles
8. Information on effective hygiene practices
9. Provisions for continuing free and reduced-price meal services
10. Processes for protecting students who are at higher risk from the disease
11. Programs that enhance a positive school climate and foster the emotional well-being of all students
12. Guidelines for cleaning and sanitization of district facilities and equipment
13. Protocols for visitors and outside groups that utilize district facilities
14. Staff training

The Superintendent or designee shall immediately report to the local health officer the presence or suspected presence of any communicable disease. (17 CCR 2508)

Universal Precautions in the Classroom

Before students work with blood, blood products, or other body fluids, the teacher shall explain the potentially hazardous nature of blood and body fluids in the transmission of various agents from one person to another and the specific procedures and safety precautions to be used in the lesson.

The following precautions shall be used when students are working with blood or other body fluids:

1. Before and after exposure to blood or other body fluids, students shall wash their hands with soap and water and cover any existing cut, wound, or open sore with a sterile dressing.
2. Students shall wear gloves or other personal protective equipment as appropriate.
3. Blood typing or similar experiments may be conducted by teacher demonstrations. When being performed individually, students shall work with their own blood or use prepackaged ABO/Rh blood cell kits that have vials of blood previously tested for transmissible agents.
 - a. For finger punctures, students shall use individual sterile lancets that have engineered sharps injury protection and shall not reuse them.
 - b. Before the finger is punctured, it shall be wiped with a piece of cotton that has been immersed in alcohol.
 - c. If bleeding persists after the finger is punctured, the student shall apply a sterile bandage using moderate pressure.
4. Lancets and any other materials contaminated with blood or body fluids shall be discarded into a solution consisting of one part bleach to 10 parts water (1:10), made fresh daily.
5. At the end of the class, surfaces shall be wiped with alcohol or a solution of one part bleach to 10 parts water.

Identification and Education Under Section 504

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State References

17 CCR 2500-2511

8 CCR 5193

CA Constitution Article 1, Section 1

Civ. Code 1798-1798.76

Civ. Code 56-56.37

Ed. Code 48210-48216

Ed. Code 49073-49079

Description

Communicable disease reporting requirements -
<https://simbli.eboardsolutions.com/SU/slshn47UxNYZiU6wNeVYbLg2w==>

California bloodborne pathogens standard

Right to Privacy -
<https://simbli.eboardsolutions.com/SU/dnTSIDGsBRmnPh66qrPVNA==>

Information Practices Act -
<https://simbli.eboardsolutions.com/SU/eqbJKyFDVnvC0g0s20plusl7A==>

Confidentiality of medical information -
<https://simbli.eboardsolutions.com/SU/nr0sSxslshED3ehUQrXplusLmkA==>

Persons excluded

Privacy of pupil records

Ed. Code 49403	Cooperation in control of communicable disease and immunization of pupils
Ed. Code 49405	Smallpox control
Ed. Code 49406	Examination for tuberculosis (employees)
Ed. Code 49408	Information of use in emergencies
Ed. Code 49602	Confidentiality of student information
Ed. Code 51202	Instruction in personal and public health and safety
H&S Code 120230	Exclusion for communicable disease
H&S Code 120325-120380	Immunization against communicable diseases
H&S Code 120875-120895	AIDS information
H&S Code 120975-121022	Mandated blood testing and confidentiality to protect public health
H&S Code 121475-121520	Tuberculosis tests for pupils

Federal References

20 USC 1232g
 20 USC 1400-1482
 29 USC 794
 45 CFR 164.500-164.534

Management Resources References

Court Decision
 Website
 Website
 Website
 Website
 Website

Cross References

0470
 3514.1
 3514.1
 3516
 3516
 4119.41
 4219.41

Description

Family Educational Rights and Privacy Act (FERPA) of 1974
 Individuals with Disabilities Education Act
 Rehabilitation Act of 1973, Section 504
 Health Insurance Portability and Accountability Act (HIPAA)

Description

Thomas v. Atascadero Unified School District, (1987) 662 F.Supp. 376
 U.S. Government Pandemic Flu Information -
<https://simbli.eboardsolutions.com/SU/woUjSYMWPYqUariLcOuHLw==>
 CSBA -
<https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==>
 California Department of Education -
<https://simbli.eboardsolutions.com/SU/os2jq5DcA2RawmY2VZ5FZQ==>
 California Department of Public Health -
<https://simbli.eboardsolutions.com/SU/plusKghL3cnZRJOzDybcVsugA==>
 Centers for Disease Control and Prevention -
<https://simbli.eboardsolutions.com/SU/Gfx4spY2pCn7TBGiShp9oA==>

Description

COVID-19 Mitigation Plan -
<https://simbli.eboardsolutions.com/SU/Uda1PR36HqbR8ubMgSxA2Q==>
 Hazardous Substances -
<https://simbli.eboardsolutions.com/SU/WS0vBqAIUyvlxS3XhTZleQ==>
 Hazardous Substances -
<https://simbli.eboardsolutions.com/SU/uVA24S5hPJHctrTk2Yq0www==>
 Emergencies And Disaster Preparedness Plan -
<https://simbli.eboardsolutions.com/SU/CslshKTpXHdUIBtwsLZOOI7nw==>
 Emergencies And Disaster Preparedness Plan -
<https://simbli.eboardsolutions.com/SU/zlpwFBjwSCDCxG0slsh8nLj2g==>
 Employees With Infectious Disease -
<https://simbli.eboardsolutions.com/SU/uvkSF27NX1n7dEkplusT58pA==>
 Employees With Infectious Disease -
<https://simbli.eboardsolutions.com/SU/sbzJyT2OEyDXuTg550xf3w==>

4231	Staff Development - https://simbli.eboardsolutions.com/SU/1plqApZfXqTJplus3V3yAttlg==
4319.41	Employees With Infectious Disease - https://simbli.eboardsolutions.com/SU/2CyV97gCtLTP5fuV6di93A==
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5030	Student Wellness - https://simbli.eboardsolutions.com/SU/plusvLZ1HIBPZDEpuwAXJKMOQ==
5112.1	Exemptions From Attendance - https://simbli.eboardsolutions.com/SU/x3zgx20zbDz3glr36FpaKQ==
5112.1	Exemptions From Attendance - https://simbli.eboardsolutions.com/SU/l6o9eEtyRUxvIQCVRpvFg==
5112.2	Exclusions From Attendance - https://simbli.eboardsolutions.com/SU/MwslshrQ3UZc5M2XIJg7XgogQ==
5125	Student Records - https://simbli.eboardsolutions.com/SU/uiVJk3G6TkTplusVR2QwgWBtw==
5125	Student Records - https://simbli.eboardsolutions.com/SU/aoTt3s0aYvG7slshk1b5KoNOA==
5141	Health Care And Emergencies - https://simbli.eboardsolutions.com/SU/8YlkEzGY2VTmplusMQmYoeyoQ==
5141	Health Care And Emergencies - https://simbli.eboardsolutions.com/SU/LzKKKu5oOUt4nSANXTqZwg==
5141.21	Administering Medication And Monitoring Health Conditions - https://simbli.eboardsolutions.com/SU/6y2rfdtLM4TM5Gmgc9lplusVQ==
5141.21	Administering Medication And Monitoring Health Conditions - https://simbli.eboardsolutions.com/SU/HpluszDR1PrR1pluslILSulhM82Q==
5141.26	Tuberculosis Testing - https://simbli.eboardsolutions.com/SU/ad2jqLOzdHStFiD6BNhpwg==
5141.3	Health Examinations - https://simbli.eboardsolutions.com/SU/ur4YCJG9nZQ6sn3vqRgXog==
5141.3	Health Examinations - https://simbli.eboardsolutions.com/SU/JsP9307Vgplus7VQy6Krcqmww==
5141.31	Immunizations - https://simbli.eboardsolutions.com/SU/YV3GJHkjQslshz2Le3sovX5JA==
5141.31	Immunizations - https://simbli.eboardsolutions.com/SU/7sA3Fg7byPbu33fslshwplusawWQ==
5141.32	Health Screening For School Entry - https://simbli.eboardsolutions.com/SU/PY3pluszHX7cNUpCDSsLpluszSg==
5141.6	School Health Services - https://simbli.eboardsolutions.com/SU/UHX1nfluv39ZG7BDa42TaA==
5141.6	School Health Services - https://simbli.eboardsolutions.com/SU/GmEe5vFbd2oYbzF0VrUEfQ==
5142	Safety - https://simbli.eboardsolutions.com/SU/mto5kOjSDnOWK1zUL8hkYA==
5142	Safety - https://simbli.eboardsolutions.com/SU/e92TTgnCEEdYy7D9plusplusrCFQ==
5148	Child Care And Development - https://simbli.eboardsolutions.com/SU/cjIC5QJ7pZFadmtiKpVIVg==

5148	Child Care And Development - https://simbli.eboardsolutions.com/SU/j2uccQTz0slshFslshPHUyXpQryg==
6142.1	Sexual Health And HIV/AIDS Prevention Instruction - https://simbli.eboardsolutions.com/SU/Q8tVuLnGZzKk1KhXhtY1qA==
6142.1	Sexual Health And HIV/AIDS Prevention Instruction - https://simbli.eboardsolutions.com/SU/NUwcuolmewTs7yugplusZHLyQ==
6142.8	Comprehensive Health Education - https://simbli.eboardsolutions.com/SU/A3ZNcG9KBPVFEhdhslshPeVfMw==
6145.2	Athletic Competition - https://simbli.eboardsolutions.com/SU/jr5UwkKYg2jBljJiDYipBw==
6145.2	Athletic Competition - https://simbli.eboardsolutions.com/SU/mRU87AAuJVNmgyqjslshGnHBA==
6163.2	Animals At School - https://simbli.eboardsolutions.com/SU/bdV9cT4UslshncWmdoUeXl3mA==
6163.2	Animals At School - https://simbli.eboardsolutions.com/SU/plusg4qzZR6aELzKTY4ZOYbmA==
6164.6	Identification And Education Under Section 504 - https://simbli.eboardsolutions.com/SU/Il2yokXjjul6zKjd25EdDw==
6164.6	Identification And Education Under Section 504 - https://simbli.eboardsolutions.com/SU/QbYAokVsEt94prJULkGrCg==
6170.1	Transitional Kindergarten - https://simbli.eboardsolutions.com/SU/XcCO38ZERnYHJbL7oin1cA==
6183	Home And Hospital Instruction - https://simbli.eboardsolutions.com/SU/3zxBA4aO37KRplusHEIO5K32Q==

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Karen McConnell

DATE: May 26, 2021

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☒ Information
☐ Action

Date you wish to have your item considered: June 9, 2021

ITEM: Consider recommended revisions to Administrative Policy and Board Policy 6159.1 – Procedural Safeguards for Special Education

PURPOSE: Policy updated to reflect new law and recommendations to address early, informal resolutions for disputes.

FISCAL IMPACT: None

RECOMMENDATIONS:

Policy 6159.1: Procedural Safeguards And Complaints For Special Education

Status: DRAFT

Original Adopted Date: 09/27/2017

The Governing Board recognizes its obligation to provide a free and appropriate public education (FAPE) to students with disabilities and to uphold the rights of parents/guardians to be involved in educational decisions regarding their child. Parents/guardians of students with disabilities shall receive written notice of their rights under federal Individuals with Disabilities in Education Act. ~~desires to protect the rights of students with disabilities in accordance with the procedural safeguards set forth in state and federal law. Parents/guardians shall receive written notice of their rights in accordance with law, Board policy, and administrative regulation.~~

Whenever there is a dispute between the district and the parent/guardian of a student with disabilities regarding the identification, assessment, or educational placement of the student or the provision of FAPE to the student, the Superintendent or designee shall encourage the early, informal resolution of the dispute at the school level to the extent possible. The district or parent/guardian may also request mediation and/or a due process hearing in accordance with law, Board policy, and administrative regulation.

~~{cf. 5144.2 – Suspension and Expulsion/Due Process (Students with Disabilities)}~~

~~{cf. 5145.6 – Parental Notifications}~~

~~{cf. 6159 – Individualized Education Program}~~

~~{cf. 6159.2 – Nonpublic, Nonsectarian School and Agency Services for Special Education Students}~~

~~{cf. 6159.3 – Appointment of Surrogate Parent for Special Education Students}~~

~~{cf. 6159.4 – Behavioral Interventions for Special Education Students}~~

~~{cf. 6164.4 – Identification and Evaluation of Individuals for Special Education}~~

The Superintendent or designee shall represent the district in any due process hearing conducted with regard to district students and shall inform the Board about the result of the hearing.

~~The Superintendent or designee shall address a complaint concerning compliance with state or federal law regarding special education in accordance with the district's uniform complaint procedures.~~

~~{cf. 1312.3 – Uniform Complaint Procedures}~~

Any complaint alleging the district's noncompliance with federal or state laws or regulations related to the provision of a free and appropriate public education to students with disabilities shall be filed in accordance with 5 CCR 3200-3205.

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State References

5 CCR 3000-3100

5 CCR 4600-4670

Ed. Code 56000

Ed. Code 56001

Ed. Code 56020-56035

Ed. Code 56195.7

Ed. Code 56195.8

Ed. Code 56300-56385

Description

Regulations governing special education

Uniform complaint procedures

Special education; legislative findings and declarations

Provision of the special education programs

Definitions

Written agreements

Adoption of policies

Identification and referral, assessment

Ed. Code 56360-56369
 Ed. Code 56440-56447.1
 Ed. Code 56500-56509
 Ed. Code 56600-56606

Federal References

20 USC 1232g
 20 USC 1400-1482
 29 USC 794
 34 CFR 104.36
 34 CFR 300.1-300.818
 34 CFR 300.500-300.520
 34 CFR 99.10-99.22
 42 USC 11434

Management Resources References

Court Decision
 Federal Register
 Website
 Website

Cross References

0430
 0430
 0470
 1312.3
 1312.3
 5125
 5125
 5144.2
 5145.6
 5145.6-E(1)
 6146.4

Implementation of special education
 Programs for individuals between the ages of three and five years
 Procedural safeguards
 Evaluation, audits and information

Description

Family Educational Rights and Privacy Act (FERPA) of 1974
 Individuals with Disabilities Education Act
 Rehabilitation Act of 1973, Section 504
 Procedural safeguards
 Assistance to states for the education of students with disabilities
 Procedural safeguards and due process for parents and students
 Inspection, review and procedures for amending education records
 Homeless assistance

Description

Winkelman v. Parma City School District, (2007) 550 U.S. 516
 Final Regulations, December 1, 2008, Vol. 73, No. 231, pages 73006-73029
 California Department of Education, Special Education -
<https://simbli.eboardsolutions.com/SU/wbtzINw8puwslshjTsrnVmBCA==>
 U.S. Department of Education, Office of Special Education Programs -
<https://simbli.eboardsolutions.com/SU/v4l2D9cNplus2KZ0yVtPslshvZhg==>

Description

Comprehensive Local Plan For Special Education -
<https://simbli.eboardsolutions.com/SU/weYMs4m5eTBUBT6cRVbnXQ==>
 Comprehensive Local Plan For Special Education -
<https://simbli.eboardsolutions.com/SU/yLkGIYiGMc1b0GWqkRkgHq==>
 COVID-19 Mitigation Plan -
<https://simbli.eboardsolutions.com/SU/Uda1PR36HqbR8ubMgSxA2Q==>
 Uniform Complaint Procedures -
<https://simbli.eboardsolutions.com/SU/fUA3jplus6KeSpBgRVCKlRseQ==>
 Uniform Complaint Procedures -
<https://simbli.eboardsolutions.com/SU/iN56JWXd0VQZlHrBGBpBXw==>
 Student Records -
<https://simbli.eboardsolutions.com/SU/uiVJk3G6TkTplusVR2QwgWBtw==>
 Student Records -
<https://simbli.eboardsolutions.com/SU/aoTt3s0aYvG7slshk1b5KoNOA==>
 Suspension And Expulsion/Due Process (Students With Disabilities) -
<https://simbli.eboardsolutions.com/SU/bJ9BfrAyiOM1a9rGZU0EtQ==>
 Parental Notifications -
<https://simbli.eboardsolutions.com/SU/SVh9c5vAppyZXDh9LVEsQ==>
 Parental Notifications -
<https://simbli.eboardsolutions.com/SU/1tnmC4RSauktplus5lQACGBpA==>
 Differential Graduation And Competency Standards For Students With Disabilities -
<https://simbli.eboardsolutions.com/SU/S30aRrMY0jn4Ua0fK0AuAQ==>

6159	Individualized Education Program - https://simbli.eboardsolutions.com/SU/mrkWNmu6HXl5jwnslshCEsqEw==
6159	Individualized Education Program - https://simbli.eboardsolutions.com/SU/DeN9HStTt62obomUMqoh2Q==
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education - https://simbli.eboardsolutions.com/SU/qKtWKARhYZtPRVyIVGvmmQ==
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education - https://simbli.eboardsolutions.com/SU/kXcOkzneOZYCOxTe5GSLlg==
6159.3	Appointment Of Surrogate Parent For Special Education Students - https://simbli.eboardsolutions.com/SU/COZPD5l6SqN6LoWTL4lz7A==
6159.3	Appointment Of Surrogate Parent For Special Education Students - https://simbli.eboardsolutions.com/SU/xGPm9Ja5iHNKe9Hf9bAHjg==
6159.4	Behavioral Interventions For Special Education Students - https://simbli.eboardsolutions.com/SU/Qo2VRbOsJWo0nr3gwmWYnw==
6164.4	Identification And Evaluation Of Individuals For Special Education - https://simbli.eboardsolutions.com/SU/SuslshwZaGBGCFacJRcyJuOKw==
6164.4	Identification And Evaluation Of Individuals For Special Education - https://simbli.eboardsolutions.com/SU/Mfslh5plusjp8CjGgOTO8lYFA==
6164.41	Children With Disabilities Enrolled By Their Parents In Private School - https://simbli.eboardsolutions.com/SU/DiOOJPIQObEKYktAHf2slsh8Q==
6164.41	Children With Disabilities Enrolled By Their Parents In Private School - https://simbli.eboardsolutions.com/SU/zZNOkcI4A7plusJ8oZePGDAYA==
6164.6	Identification And Education Under Section 504 - https://simbli.eboardsolutions.com/SU/Il2yokXjjul6zKjd25EdDw==
6164.6	Identification And Education Under Section 504 - https://simbli.eboardsolutions.com/SU/QbYAokVsEt94prJULkGrCg==
6173	Education For Homeless Children - https://simbli.eboardsolutions.com/SU/ziLY6jh8GJTX7M1sR08cbw==
6173	Education For Homeless Children - https://simbli.eboardsolutions.com/SU/LslshovvKSDP51HPXYeFDbFzA==
6173-E(1)	Education For Homeless Children - https://simbli.eboardsolutions.com/SU/biYAm4a71uBXPP46AFliUg==
9000	Role Of The Board - https://simbli.eboardsolutions.com/SU/NA2meCbJWoCoA6XkjbraCg==
9200	Limits Of Board Member Authority - https://simbli.eboardsolutions.com/SU/t8SiURwUcGcsGXslsh4LhcSJw==

Regulation 6159.1: Procedural Safeguards And Complaints For Special Education

Status: DRAFT

Original Adopted Date: 09/27/2017

Prior Written Notice

The Superintendent or designee shall send to the parents/guardians of any student with disabilities a prior written notice ~~within a reasonable time:~~ (Education Code 56346, 56500.4, 56500.5; ~~20 USC 1415(c);~~ 34 CFR 300.102, 300.300, 300.503; ~~Education Code 56500.4, 56500.5~~)

1. Before the district initially refers the student for assessment
2. ~~Within a reasonable time~~ ~~B~~efore the district proposes to initiate or change the student's identification, assessment, educational placement, or the provision of a free appropriate public education (FAPE) to the student
3. ~~Within a reasonable time~~ ~~B~~efore the district refuses to initiate or change the student's identification, assessment, or educational placement or the provision of FAPE to the student
4. ~~Within a reasonable time~~ ~~B~~efore the student graduates from high school with a regular diploma thus resulting in a change in placement
5. Upon receipt of the parent/guardian's written revocation of consent for the continued provision of special education and related services to his/her child

This ~~prior written~~ notice shall include: (Education Code 56500.4; 20 USC 1415~~(c)~~; 34 CFR 300.503; ~~Education Code 56500.4~~)

1. A description of the action proposed or refused by the district
2. An explanation as to why the district proposes or refuses to take the action
3. A description of each assessment procedure, test, record, or report the district used as a basis for the proposed or refused action
4. A statement that the parents/guardians of the student have protection under procedural safeguards and, if this notice is not an initial referral for assessment, the means by which a copy of the description of procedural safeguards can be obtained
5. Sources for parents/guardians to obtain assistance in understanding these provisions
6. A description of any other options that the individualized education program (IEP) team considered and why those options were rejected

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

7. A description of any other factors relevant to the district's proposal or refusal

~~(cf. 5145.6 – Parental Notifications)~~

Procedural Safeguards Notice

A procedural safeguards notice shall be made available to parents/guardians of students with disabilities once each school year and: (Educational Code 56301; 20 USC 1415~~(d)(1)~~; 34 CFR 300.504; ~~Education Code 56301~~)

1. Upon initial referral or parent/guardian request for assessment
2. Upon receipt of the first state compliance complaint in a school year, ~~filed in accordance with the section "State Compliance Complaints" below~~

~~(cf. 1312.3 – Uniform Complaint Procedures)~~

3. Upon receipt of the first due process hearing request in a school year
4. ~~In~~ accordance with the discipline procedures pursuant to 34 CFR 300.530~~(h)~~, when a decision is made to remove

a student because of a violation of a code of conduct constituting a change of placement

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

5. Upon request by a parent/guardian

The procedural safeguards notice shall include a full explanation of all of the procedural safeguards available under 34 CFR 300.148, 300.151-300.153, 300.300, 300.502-300.503, 300.505-300.518, 300.520, 300.530-300.536, and 300.610-300.625 relating to: (20 USC 1415(d)(2); 34 CFR 300.504; Education Code 56301)

1. Independent educational evaluation

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

2. Prior written notice

3. Parental consent, including a parent/guardian's right to revoke consent, in writing, to his/her child's continued receipt of special education and related services

4. Access to educational records

~~(cf. 5125 – Student Records)~~

5. Opportunity to present complaints and resolve complaints through the due process complaint and state compliance complaint procedures, including the time period in which to file a complaint, the opportunity for the district to resolve the complaint, and the difference between a due process complaint and the state compliance complaint procedures, including the jurisdiction of each procedure, what issues may be raised, filing and decisional timelines, and relevant procedures

6. The availability of mediation

7. The student's placement during the pendency of any due process complaint

8. Procedures for students who are subject to placement in an interim alternative educational setting

9. Requirements for unilateral placement by parents/guardians of students in private schools at public expense

10. Hearings on due process complaints, including requirements for disclosure of assessment results and recommendations

11. State-level appeals

12. Civil actions, including the time period in which to file those actions

13. Attorney's fees pursuant to 34 CFR 300.157

This notice shall also include the rights and procedures contained in Education Code 56500-56509, including: information on the procedures for requesting an informal meeting, prehearing mediation conference, mediation conference, or due process hearing; the timelines for completing each process; whether the process is optional; the type of representative who may be invited to participate; the right of the parent/guardian and/or the district to electronically record the proceedings of IEP meetings in accordance with Education Code 56341; and information regarding the state special schools for students who are deaf, hard of hearing, blind, visually impaired, or deaf-blind. (Education Code 56321, 56321.5, 56321.6)

1. Information on the procedures for requesting an informal meeting, prehearing mediation conference, mediation conference, or due process hearing

2. The timelines for completing each process

3. Whether the process is optional

4. The type of representative who may be invited to participate

5. The right of the parent/guardian and/or the district to electronically record the proceedings of IEP meetings in accordance with Education Code 56341.1

6. Information regarding the state special schools for students who are deaf, hard of hearing, blind, visually impaired, or deaf-blind

A copy of this notice shall be attached to the student's assessment plan and referred to at each IEP meeting. At each IEP meeting, the Superintendent or designee shall inform the parent/guardian of the federal and state procedural safeguards that were provided in the notice. (Education Code 56321, 56321.5)

Format of Parent/Guardian Notices

The parents/guardians of a student with a disability shall be provided written notice of their rights in a language easily understood by the general public and in their native language or other mode of communication used by them, unless to do so is clearly not feasible. (34 CFR 300.503; Education Code 56341, 56506; 34 CFR 300.503, 300.504)

If the native language or other mode of communication of the parent/guardian is not a written language, the district shall take steps to ensure that the notice is translated orally or by other means in the parent/guardian's native language or other mode of communication and that the parent/guardian understands the contents of the notice. (34 CFR 300.503)

1. The notice is translated orally or by other means to the parent/guardian in his/her native language or other mode of communication.

2. The parent/guardian understands the contents of the notice.

3. There is written evidence that items #1 and #2 have been satisfied.

The district may place a copy of the procedural safeguards notice on the district's web site. (20 USC 1415(d))

A parent/guardian of a student with disabilities may elect to receive the prior written notice or procedural safeguards notice by an electronic mail communication. (34 CFR 300.505)

Due Process Complaints

Filing Due Process Complaints

A parent/guardian and/or the district may initiate due process hearing procedures whenever: (Education Code 56501; 20 USC 1415(b); Education Code 56501)

1. There is a proposal to initiate or change the student's identification, assessment, or educational placement or the provision of FAPE to the student.
2. There is a refusal to initiate or change the student's identification, assessment, or educational placement or the provision of FAPE to the student.
3. The parent/guardian refuses to consent to an assessment of his/her child.
4. There is a disagreement between a parent/guardian and the district regarding the availability of a program appropriate for the student, including the question of financial responsibility, as specified in 34 CFR 300.148.

Prior to having a due process hearing, the party requesting the hearing, or the party's attorney, shall provide the opposing party a due process complaint, which shall remain confidential, specifying: (Education Code 56502; 20 USC 1415(b); 34 CFR 300.508; Education Code 56502)

1. The student's name
2. The student's address or, in the case of a student identified as homeless pursuant to 42 USC 11434, available contact information for that student

(cf. 6173 – Education for Homeless Children)

3. The name of the school the student attends
4. A description of the nature of the student's problem relating to the proposed or refused initiation or change, including facts relating to the problem
5. A proposed resolution to the problem to the extent known and available to the complaining party at the time

Parties filing a due process complaint shall file their request with the Superintendent of Public Instruction or

designated contracted agency state Office of Administrative Hearings, Special Education Division. (Education Code 56502)

District's Response to Due Process Complaints

If the district has sent prior written notice to the parent/guardian regarding the subject matter of the parent/guardian's due process complaint, the district shall, within 10 days of receipt of the complaint, send a response specifically addressing the issues in the complaint. (20 USC 1415(c)(1); 34 CFR 300.508)

If the district has not sent a prior written notice to the parent/guardian regarding the subject matter contained in the parent/guardian's due process complaint, the district shall send a response to the parent/guardian within 10 days of receipt of the complaint containing: (20 USC 1415(c)(1); 34 CFR 300.508):

1. An explanation of why the district proposed or refused to take the action raised in the complaint
2. A description of other options that the IEP team considered and the reasons that those options were rejected
3. A description of each evaluation procedure, assessment, record, or report the district used as the basis for the proposed or refused action
4. A description of the factors that are relevant to the district's proposal or refusal

Upon the filing of a due process complaint by either party or upon request of the parent/guardian, the district shall inform the parent/guardian of any free or low-cost legal and other relevant services available in the area. (34 CFR 300.507)

Informal Process/Pre-Hearing Mediation Conference

Prior to or upon initiating a due process hearing, the Superintendent or designee and a parent/guardian may, if the party initiating the hearing so chooses, agree to meet informally to resolve any issue(s) relating to the identification, assessment, education and placement, or provision of FAPE for a student with disabilities. The Superintendent or designee shall have the authority to resolve the issue(s). The Superintendent or designee shall have the authority to resolve the issue(s). In addition, either party may file a request with the Superintendent of Public Instruction for a mediation conference to be conducted by a person under contract with the California Department of Education. (Education Code 56502)

In addition, either party may file a request with the state Office of Administrative Hearing for mediation conference. (Education Code 56500.3)

If resolution is reached that resolves the due process issue(s), the parties shall enter into a legally binding agreement that satisfies the requirements of Education Code 56500.3. (Education Code 56500.3)

Attorneys may attend or otherwise participate only in those mediation conferences that are scheduled after the filing of a request for due process hearing. (Education Code 56500.3, 56501)

State Compliance Complaints

Any individual, including a person's duly authorized representative or an interested party, public agency, or organization may file with the California Department of Education (CDE) a written and signed statement alleging that, within the previous year, any of the following occurred: (5 CCR 3200, 3201)

1. The district violated Part B of the Individuals with Disabilities Education Act (20 USC 1411-1419) and its implementing regulations (34 CFR 300.1-300.818).
2. The district violated Part 30 of the Education Code (Education Code 56000-56865) and 5 CCR 3200-3205.
3. The district violated the terms of a settlement agreement related to the provision of FAPE, excluding any allegation related to an attorney fees provision in the settlement agreement.
4. The district failed or refused to implement a due process hearing order to which the district is subject.
5. Physical safety concerns interfered with the provision of FAPE.

The complaint shall include: (5 CCR 3202; 34 CFR 300.153)

1. A statement that the district has violated or failed to comply with any provision set forth in 5 CCR 3201
2. The facts on which the statement is based
3. The signature and contact information for the complainant

4. If alleging violations with respect to a specific student, the student's name and address (or other available contact information for homeless student), the name of the school that the student is attending, a description of the nature of the student's problem and facts related to the problem, and the proposed resolution of the problem to the extent known and available to the parent at the time that the complaint is filed

The complainant shall forward a copy of the complaint to the Superintendent or designee at the same time the complaint is filed with the CDE. (5 CCR 3202)

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State References

5 CCR 3000-3100
5 CCR 4600-4670
Ed. Code 56000
Ed. Code 56001
Ed. Code 56020-56035
Ed. Code 56195.7
Ed. Code 56195.8
Ed. Code 56300-56385
Ed. Code 56360-56369
Ed. Code 56440-56447.1
Ed. Code 56500-56509
Ed. Code 56600-56606

Description

Regulations governing special education
Uniform complaint procedures
Special education; legislative findings and declarations
Provision of the special education programs
Definitions
Written agreements
Adoption of policies
Identification and referral, assessment
Implementation of special education
Programs for individuals between the ages of three and five years
Procedural safeguards
Evaluation, audits and information

Federal References

20 USC 1232g
20 USC 1400-1482
29 USC 794
34 CFR 104.36
34 CFR 300.1-300.818
34 CFR 300.500-300.520
34 CFR 99.10-99.22
42 USC 11434

Description

Family Educational Rights and Privacy Act (FERPA) of 1974
Individuals with Disabilities Education Act
Rehabilitation Act of 1973, Section 504
Procedural safeguards
Assistance to states for the education of students with disabilities
Procedural safeguards and due process for parents and students
Inspection, review and procedures for amending education records
Homeless assistance

Management Resources References

Court Decision
Federal Register
Website
Website

Description

Winkelman v. Parma City School District, (2007) 550 U.S. 516
Final Regulations, December 1, 2008, Vol. 73, No. 231, pages 73006-73029
California Department of Education, Special Education -
<https://simbli.eboardsolutions.com/SU/wbtzINw8puwslshjTsrnVmBCA==>
U.S. Department of Education, Office of Special Education Programs -
<https://simbli.eboardsolutions.com/SU/v4l2D9cNplus2KZ0yVtPslshvZhg==>

Cross References**Description**

0430	Comprehensive Local Plan For Special Education - https://simbli.eboardsolutions.com/SU/weYMs4m5eTBUbT6cRVbnXQ==
0430	Comprehensive Local Plan For Special Education - https://simbli.eboardsolutions.com/SU/yLkGIYiGMc1b0GWqkRkghQ==
0470	COVID-19 Mitigation Plan - https://simbli.eboardsolutions.com/SU/Uda1PR36HqbR8ubMgSxA2Q==
1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/fUA3jplus6KeSpBgRVCKlrseQ==
1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/iN56JWXD0VQZIHrBGBpBXw==
5125	Student Records - https://simbli.eboardsolutions.com/SU/uiVJk3G6TkTplusVR2QwgWBtw==
5125	Student Records - https://simbli.eboardsolutions.com/SU/aoTt3s0aYvG7slshk1b5KoNOA==
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities) - https://simbli.eboardsolutions.com/SU/bJ9BfrAyiOM1a9rGZU0EtQ==
5145.6	Parental Notifications - https://simbli.eboardsolutions.com/SU/SVh9c5vAppvZXDhQ9LvEsQ==
5145.6-E(1)	Parental Notifications - https://simbli.eboardsolutions.com/SU/1tnmC4RSauktplus5IQACGBpA==
6146.4	Differential Graduation And Competency Standards For Students With Disabilities - https://simbli.eboardsolutions.com/SU/S30aRrMY0jn4Ua0fK0AuAQ==
6159	Individualized Education Program - https://simbli.eboardsolutions.com/SU/mrkWNmu6HXl5jwnslshCEsqEw==
6159	Individualized Education Program - https://simbli.eboardsolutions.com/SU/DeN9HStTt62obomUMqoh2Q==
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education - https://simbli.eboardsolutions.com/SU/qKtWKARhYztPRVylVGvmmQ==
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education - https://simbli.eboardsolutions.com/SU/kXcOkzneOZYCOxTe5GSLlg==
6159.3	Appointment Of Surrogate Parent For Special Education Students - https://simbli.eboardsolutions.com/SU/COZPD5l6SqN6LoWTL4lz7A==
6159.3	Appointment Of Surrogate Parent For Special Education Students - https://simbli.eboardsolutions.com/SU/xGpm9Ja5iHNKe9Hf9bAHjg==
6159.4	Behavioral Interventions For Special Education Students - https://simbli.eboardsolutions.com/SU/Qo2VRbOsJWo0nr3gwmWYnw==
6164.4	Identification And Evaluation Of Individuals For Special Education - https://simbli.eboardsolutions.com/SU/SuslshwZaGBGCFacJRcyJuOKw==
6164.4	Identification And Evaluation Of Individuals For Special Education - https://simbli.eboardsolutions.com/SU/Mfslh5plusjp8CjGgOTO8lYFA==
6164.41	Children With Disabilities Enrolled By Their Parents In Private School - https://simbli.eboardsolutions.com/SU/DiOOJPIQObEKYktAHf2slsh8Q==
6164.41	Children With Disabilities Enrolled By Their Parents In Private School - https://simbli.eboardsolutions.com/SU/zZNOkcI4A7plusJ8oZePGDAYA==
6164.6	Identification And Education Under Section 504 - https://simbli.eboardsolutions.com/SU/QbYAokVsEt94prJULkGrCg==
6164.6	Identification And Education Under Section 504 - https://simbli.eboardsolutions.com/SU/Il2yokXijul6zKjd25EdDw==

6173	Education For Homeless Children - https://simbli.eboardsolutions.com/SU/ziLY6jh8GJTX7M1sR08cbw==
6173	Education For Homeless Children - https://simbli.eboardsolutions.com/SU/LslshovvKSDP51HPXYeFDbFzA==
6173-E(1)	Education For Homeless Children - https://simbli.eboardsolutions.com/SU/biYAm4a71uBXPP46AFLIUg==
9000	Role Of The Board - https://simbli.eboardsolutions.com/SU/NA2meCbJWoCoA6XkjbraCg==
9200	Limits Of Board Member Authority - https://simbli.eboardsolutions.com/SU/t8SiURwUcGcsGXslsh4LhcSJw==

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Karen McConnell

DATE: May 25, 2021

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☒ Information
☐ Action

Date you wish to have your item considered: June 9, 2021

ITEM: Consider recommended revisions to Administrative Policy and Board Policy 6159 – Individualized Education Plan

PURPOSE: Policy updated to reflect new law and requirements such as inclusion of information on the Comprehensive Local Plan for Special Education, Free and Appropriate Education, requirements to address service provisions under emergency conditions, technology requirements for students use at home, etc...

FISCAL IMPACT: None

RECOMMENDATIONS:

Policy 6159: Individualized Education Program

Status: DRAFT

Original Adopted Date: 04/21/2004

The Board of Trustees desires to provide educational alternatives that afford students with disabilities full educational opportunities. Students with disabilities shall receive a free, appropriate public education and be placed in the least restrictive environment which meets their needs to the extent provided by law.

{cf. 0430—Comprehensive Local Plan for Special Education}

{cf. 1312.3—Uniform Complaint Procedures}

{cf. 3541.2—Transportation for Students with Disabilities}

{cf. 4112.23—Special Education Staff}

{cf. 5144.2—Suspension and Expulsion/Due Process (Students with Disabilities)}

{cf. 6146.4—Differential Graduation and Competency Standards for Students with Disabilities}

{cf. 6159.1—Procedural Safeguards and Complaints for Special Education}

{cf. 6159.2—Nonpublic, Nonsectarian School and Agency Services for Special Education}

{cf. 6159.3—Appointment of Surrogate Parent for Special Education Students}

{cf. 6164.4—Identification of Individuals for Special Education}

{cf. 6164.6—Identification and Education under Section 504}

The Superintendent or designee shall develop administrative regulations regarding the appointment of the individualized education program team (IEP), the contents of the IEP and the development, review and revision of the IEP.

To the extent permitted by federal law, a foster parent shall have the same rights relative to his/her foster child's IEP as a parent/guardian. (Education Code 56055).

The Governing Board desires to provide full educational opportunities to all students with disabilities. Students with disabilities shall receive a free appropriate public education (FAPE) and, to the maximum extent possible, shall be educated in the least restrictive environment with nondisabled students.

For each student with disabilities, an individualized education program (IEP) shall be developed which identifies the special education instruction and related services to be provided to the student. The Superintendent or designee shall develop administrative regulations regarding the membership of the IEP team, the team's responsibility to develop and regularly review the IEP, the contents of the IEP, and the development, review, and revision processes.

The district shall make FAPE available to individuals with disabilities ages 3-21 who reside in the district, including: (Education Code 56040; 20 USC 1412; 34 CFR 300.17, 300.101, 300.104)

1. Students who have been suspended or expelled from school
2. Students who are placed by the district in a nonpublic, nonsectarian school
3. Individuals age 18-21 years who are incarcerated in an adult correctional facility and were identified as being an individual with disabilities or had an IEP in their prior educational placement }

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State References

5 CCR 1215.5-1218
 5 CCR 3021-3029
 5 CCR 3040-3043
 5 CCR 853-853.5
 Ed. Code 51225.3
 Ed. Code 56055
 Ed. Code 56136
 Ed. Code 56195.8
 Ed. Code 56321
 Ed. Code 56321.5
 Ed. Code 56340.1-56347
 Ed. Code 56350-56352
 Ed. Code 56380
 Ed. Code 56390-56392
 Ed. Code 56500-56509
 Ed. Code 60640-60649
 Fam. Code 6500-6502
 Gov. Code 7572.5
 W&I Code 300
 W&I Code 601
 W&I Code 602

Federal References

20 USC 1232g
 20 USC 1400-1482
 34 CFR 300.1-300.818

Management Resources References

Attorney General Opinion
 Court Decision
 Court Decision
 Court Decision
 Court Decision
 Court Decision
 Federal Register
 Website

Description

High School Exit Examination, accommodations for students with disabilities
 Identification, referral and assessment
 Instructional planning and the individualized education program
 State assessments, accommodations
 High school graduation
 Rights of foster parents pertaining to foster child's education
 Guidelines for low incidence disabilities areas
 Adoption of policies
 Notice of parental rights; consent of parents
 Notice to include right to electronically record
 Instructional planning and individualized education program
 IEP for visually impaired students
 IEP reviews; notice of right to request
 Recognition for educational achievement, special education
 Procedural safeguards
 California Assessment of Student Performance and Progress
 Age of majority
 Seriously emotionally disturbed child, expanded IEP team
 Minors subject to jurisdiction
 Minors habitually disobedient
 Minors violating law; ward of court

Description

Family Educational Rights and Privacy Act (FERPA) of 1974
 Individuals with Disabilities Education Act
 Individuals with Disabilities Education Act

Description

85 Ops.Cal.Atty.Gen. 157 (2002)
 Marshall v. Monrovia Unified School District, (9th Circuit, 2010) 327 f.3d 773
 Marshall v. Monrovia Unified School District, (9th Circuit, 2010) 327 f.3d 773
 Shapiro v. Paradise Valley Unified School District, No. 69 (9th Circuit, 2003) 317 F.3d 1072
 Schaffer v. Weast (2005) 125 S. Ct. 528
 Sacramento City School District v. Rachel H. (9th Cir. 1994) 14 F.3d 1398
 Rules and Regulations, August 14, 2006, Vol. 71, Number 156, pages 46539-46845
 U.S. Department of Education, Office of Special Education and Rehabilitative Services -
<https://simbli.eboardsolutions.com/SU/Cxzo7PzfaDuHEvIT8iBmcw==>

Website California Department of Education -
<https://simbli.eboardsolutions.com/SU/os2jq5DcA2RawmY2VZ5FZQ==>

Cross References

Description

0200	Goals For The School District - https://simbli.eboardsolutions.com/SU/Zn2GfltheZA80iWlpbhlhQ==
0430	Comprehensive Local Plan For Special Education - https://simbli.eboardsolutions.com/SU/weYMs4m5eTBuBT6cRVbnXQ==
0430	Comprehensive Local Plan For Special Education - https://simbli.eboardsolutions.com/SU/yLkGIYiGMc1b0GWqkRkghQ==
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/Pw53k7slshWwK5WnIplAj4TaQ==
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/I4Ef16y2kHuwWKAC7AywwQ==
0460	Local Control And Accountability Plan - https://simbli.eboardsolutions.com/SU/gGplush8ivcRdlU9slsh2xJ4CtRQ==
0460	Local Control And Accountability Plan - https://simbli.eboardsolutions.com/SU/yPyO74Acplus62hPzZ8JUI8Lw==
0470	COVID-19 Mitigation Plan - https://simbli.eboardsolutions.com/SU/Uda1PR36HqbR8ubMgSxAX2Q==
1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/fUA3jplus6KeSpBgRVCKLrseQ==
1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/iN56JWXd0VQZIHrBGBpBXw==
3260	Fees And Charges - https://simbli.eboardsolutions.com/SU/7ZPab4GEsJVwtslshdfpluscvrTw==
3260	Fees And Charges - https://simbli.eboardsolutions.com/SU/Lggr4xRG4yoQ7QhnCHNHjQ==
3541	Transportation Routes And Services - https://simbli.eboardsolutions.com/SU/BHLJW17TDWUJakigeakAfw==
3541.2	Transportation For Students With Disabilities - https://simbli.eboardsolutions.com/SU/k5F9xQH1GNVF6FUILe57dw==
3555	Nutrition Program Compliance - https://simbli.eboardsolutions.com/SU/JslshhTeOpIXQVUU8slshPWngt3w==
4112.23	Special Education Staff - https://simbli.eboardsolutions.com/SU/qlqL1MDdd6CpV7sqbJFCcQ==
5125	Student Records - https://simbli.eboardsolutions.com/SU/uiVJk3G6TkTplusVR2QwgWBtw==
5125	Student Records - https://simbli.eboardsolutions.com/SU/aoTt3s0aYvG7slshk1b5KoNOA==
5126	Awards For Achievement - https://simbli.eboardsolutions.com/SU/cQEyOAhCTVsBXQ5rO8sHQA==
5126	Awards For Achievement - https://simbli.eboardsolutions.com/SU/9T6VcBfHein5vn4PUQOiQQ==
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities) - https://simbli.eboardsolutions.com/SU/bJ9BfrAyiOM1a9rGZU0EtQ==
5145.6	Parental Notifications - https://simbli.eboardsolutions.com/SU/SVh9c5vAppvZXDhQ9LvEsQ==
5145.6-E(1)	Parental Notifications - https://simbli.eboardsolutions.com/SU/1tnmC4RSauktplus5IQACGBpA==

5148.2	Before/After School Programs - https://simbli.eboardsolutions.com/SU/Okh5ypR1BQEOxiflcftXZg==
5148.2	Before/After School Programs - https://simbli.eboardsolutions.com/SU/1slec2Dplus4V28toDFEIldr6g==
6000	Concepts And Roles - https://simbli.eboardsolutions.com/SU/w7PlhhcnxpAplusAixXEUgOQA==
6112	School Day - https://simbli.eboardsolutions.com/SU/tiJUzplusl2ZqZ3DQTROoS06Q==
6112	School Day - https://simbli.eboardsolutions.com/SU/4SfM5hSQOIHXxP30xSPIfw==
6141	Curriculum Development And Evaluation - https://simbli.eboardsolutions.com/SU/VYnljyVICioMRtesjCvaQ==
6142.1	Sexual Health And HIV/AIDS Prevention Instruction - https://simbli.eboardsolutions.com/SU/Q8tVuLnGZzKk1KhXhtY1qA==
6142.1	Sexual Health And HIV/AIDS Prevention Instruction - https://simbli.eboardsolutions.com/SU/NUwcuolmewTs7yugplusZHLyQ==
6142.7	Physical Education And Activity - https://simbli.eboardsolutions.com/SU/JiplusZmGslshHkm74v5p7Jm2beQ==
6142.7	Physical Education And Activity - https://simbli.eboardsolutions.com/SU/XG8GEWuqF7c9plusK6DuD9RAw==
6146.4	Differential Graduation And Competency Standards For Students With Disabilities - https://simbli.eboardsolutions.com/SU/S30aRrMY0jn4Ua0fK0AuAQ==
6151	Class Size - https://simbli.eboardsolutions.com/SU/TslshV3daDWvF4fiplusB5EslshxSaA==
6158	Independent Study - https://simbli.eboardsolutions.com/SU/OJ7nDplusqd6ztyXnXStnNdog==
6158	Independent Study - https://simbli.eboardsolutions.com/SU/plusWyr5plusyT4TvKZYHVlJfB1g==
6159.1	Procedural Safeguards And Complaints For Special Education - https://simbli.eboardsolutions.com/SU/VVkhsl3ltpVmrMTYITQwuA==
6159.1	Procedural Safeguards And Complaints For Special Education - https://simbli.eboardsolutions.com/SU/zjve5llcmOiaLMd9hRslshDlw==
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education - https://simbli.eboardsolutions.com/SU/qKtWKARhYZtPRVylVGvmmQ==
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education - https://simbli.eboardsolutions.com/SU/kXcOkzneOZYCOxTe5GSLlg==
6159.3	Appointment Of Surrogate Parent For Special Education Students - https://simbli.eboardsolutions.com/SU/COZPD5l6SqN6LoWTL4lz7A==
6159.3	Appointment Of Surrogate Parent For Special Education Students - https://simbli.eboardsolutions.com/SU/xGPm9Ja5iHNKe9Hf9bAHjg==
6159.4	Behavioral Interventions For Special Education Students - https://simbli.eboardsolutions.com/SU/Qo2VRbOsJWo0nr3gwmWYnw==
6162.51	State Academic Achievement Tests - https://simbli.eboardsolutions.com/SU/QedRRYplussBsDhplus5HoK0Zhrq==
6162.51	State Academic Achievement Tests - https://simbli.eboardsolutions.com/SU/OXhX2dQQIRMBAWUDslshMuGeA==
6163.2	Animals At School - https://simbli.eboardsolutions.com/SU/bdV9cT4UslshncWmdoUeXI3mA==

6163.2	Animals At School - https://simbli.eboardsolutions.com/SU/plusg4qzZR6aELzKTY4ZOYbmA==
6164.4	Identification And Evaluation Of Individuals For Special Education - https://simbli.eboardsolutions.com/SU/SuslshwZaGBGCFACJRcyJuOKw==
6164.4	Identification And Evaluation Of Individuals For Special Education - https://simbli.eboardsolutions.com/SU/Mfslh5plusjp8CjGgOTO8IYFA==
6164.41	Children With Disabilities Enrolled By Their Parents In Private School - https://simbli.eboardsolutions.com/SU/DiOOJPIQObEKyktAHf2slsh8Q==
6164.41	Children With Disabilities Enrolled By Their Parents In Private School - https://simbli.eboardsolutions.com/SU/zZNOkc14A7plusJ8oZePGDAYA==
6164.6	Identification And Education Under Section 504 - https://simbli.eboardsolutions.com/SU/QbYAokVsEt94prJULkGrCg==
6164.6	Identification And Education Under Section 504 - https://simbli.eboardsolutions.com/SU/II2yokXjjul6zKjd25EdDw==
6173	Education For Homeless Children - https://simbli.eboardsolutions.com/SU/ziLY6jh8GJTX7M1sR08cbw==
6173	Education For Homeless Children - https://simbli.eboardsolutions.com/SU/LslshovvKSDP51HPXYeFDbFzA==
6173-E(1)	Education For Homeless Children - https://simbli.eboardsolutions.com/SU/biYAm4a71uBXPP46AFLUg==
6173.1	Education For Foster Youth - https://simbli.eboardsolutions.com/SU/eVhjcNplus5gaKuXjDnh3LFRQ==
6173.1	Education For Foster Youth - https://simbli.eboardsolutions.com/SU/9zSYbslshmj955flW8slshWtTClw==
6173.2	Education Of Children Of Military Families - https://simbli.eboardsolutions.com/SU/KH4ab7brXUqsqQL5JlicFA==
6173.2	Education Of Children Of Military Families - https://simbli.eboardsolutions.com/SU/IGiLCqplusjhgePoer5hCHSuA==
6174	Education For English Learners - https://simbli.eboardsolutions.com/SU/u08nrn8X1jkHc86GKo8hgA==
6174	Education For English Learners - https://simbli.eboardsolutions.com/SU/zMM8T3QfgFc1MYWQwuOohQ==
6177	Summer Learning Programs - https://simbli.eboardsolutions.com/SU/0HQm0BI0i8AplusS3Bk5slsh4sg==
6185	Community Day School - https://simbli.eboardsolutions.com/SU/kl9elmknAfJCTsfBCTDTqg==
6185	Community Day School - https://simbli.eboardsolutions.com/SU/Dv4raLcYv5Yw1OTByxTpluscg==

Regulation 6159: Individualized Education Program

Status: DRAFT

Original Adopted Date: 05/16/2001 | **Last Revised Date:** 01/11/2017

At the beginning of each school year, the district shall have an individualized education program (IEP) in effect for each student with a disability within district jurisdiction. The IEP shall be a written statement designed by the IEP team to meet the unique educational needs of a student with a disability. (Education Code 56344; 56345; 34 CFR 300.320, 300.323)

Members of the IEP Team

Unless excused by written agreement in accordance with Education Code 56341, the IEP team for any student with a disability shall include the following members: (Education Code 56341, 56341.5; 20 USC 1414(d)(1); 34 CFR 300.321)

1. One or both of the student's parents/guardians and/or a representative selected by them

To the extent permitted by federal law, a foster parent shall have the same rights relative to a foster child's IEP as a parent/guardian. (Education Code 56055)

2. If the student is or may be participating in the regular education program, at least one of the student's regular education teachers designated by the Superintendent or designee to represent the student's teachers

The regular education teacher shall, to the extent appropriate, participate in the development, review, and revision of the student's IEP, including assisting in the determination of appropriate positive behavioral interventions, supports, and other strategies for the student, and supplementary aids and services, program modifications, and supports for school personnel that will be provided for the student, consistent with 34 CFR 300.320. (Education Code 56341; 20 USC 1414(d)(3)(C); 34 CFR 300.324)

~~(cf. 6159.4 – Behavioral Interventions for Special Education Students)~~

3. At least one of the student's special education teachers or, where appropriate, special education providers

4. A representative of the district who is:

- a. Qualified to provide or supervise the provision of specially designed instruction to meet the unique needs of students with disabilities
- b. Knowledgeable about the general education curriculum
- c. Knowledgeable about the availability of district ~~and/or special education local plan area (SELPA)~~ resources

~~(cf. 0430 – Comprehensive Local Plan for Special Education)~~

5. An individual who can interpret the instructional implications of assessment results

This individual may already be a member of the team as described in items #2-4 above or in item #6 below.

6. At the discretion of the parent/guardian or the Superintendent or designee, other individuals who have knowledge or special expertise regarding the student, including related services personnel, as appropriate.

The determination of whether the individual has knowledge or special expertise regarding the student shall be made by the party who invites the individual to be a member of the IEP team.

7. Whenever appropriate, the student with a disability

In the development, review, or revision of his/her IEP, the student shall be allowed to provide confidential input to any representative of his/her IEP team. (Education Code 56341.5)

8. When the student is suspected of having a specific learning disability, at least one individual who is qualified to conduct individual diagnostic examinations of the student such as a school psychologist, speech language pathologist, or remedial reading teacher

In accordance with 34 CFR 300.310, at least one team member other than the student's regular education teacher shall observe the student's academic performance and behavior in the areas of difficulty in his/her learning environment, including in the regular classroom setting. If the child is younger than five years or not enrolled in school, a team member shall observe the child in an environment appropriate for a child of that age.

In the following circumstances, the Superintendent or designee shall invite other specified individuals to an IEP team meeting:

1. When the student has been placed in a group home by the juvenile court, a representative of the group home shall be invited to attend IEP team meetings. (Education Code 56341.2)

2. Whenever the IEP team is meeting to consider the student's postsecondary goals and the transition services needed to assist **him/her the student** in reaching the goals **as stated in Education Code 56345(a)(8)**, the following individuals shall be invited to attend: (34 CFR 300.321)

- a. The student, regardless of his/her age

If the student does not attend the IEP team meeting, the Superintendent or designee shall take other steps to ensure that the student's preferences and interests are considered.

- b. To the extent appropriate, and with the consent of the parent/guardian, a representative of any other agency that is likely to be responsible for providing or paying for the transition services

3. If the student was previously served under the Early Education for Individuals with Exceptional Needs (Education Code 56425-56432) or the California Early Intervention Services Act (Government Code 95000-95004), and upon request of the student's parent/guardian, the Superintendent or designee shall invite the Infant and Toddlers with Disabilities Coordinator or other representative of the early education **or** early intervention system to the initial IEP team meeting to assist with the smooth transition of services. (Education Code 56341; 20 USC 1414(d)(1)(D); 34 CFR 300.321)

A member of the IEP team shall not be required to attend an IEP team meeting, in whole or in part, if the parent/guardian and the district agree, in writing, that the attendance of the member is not necessary because the member's area of the curriculum or related services is not being modified or discussed at the meeting. Even if the meeting involves a discussion of the IEP team member's area of the curriculum or related service, the member may be excused from the meeting if the parent/guardian, in writing, and the district consent to the excusal after conferring with the member and the member submits to the parent/guardian and team written input into the development of the IEP prior to the meeting. (Education Code 56341; 20 USC 1414(d)(1)(C); 34 CFR 300.321)

Contents of the IEP

The IEP shall include, but not be limited to, all of the following: (Education Code 56043, 56345, 56345.1; 20 USC 1414(d)(1)(A); 34 CFR 300.320)

1. A statement of the present levels of the student's academic achievement and functional performance, including:

- a. The manner in which the student's disability affects his/her involvement and progress in the general education curriculum (i.e., the same curriculum as for nondisabled students)

- b. For a preschool child, as appropriate, the manner in which the disability affects his/her participation in appropriate activities

- c. For a student with a disability who takes alternate assessments aligned to alternate achievement standards, a description of benchmarks or short-term objectives

2. A statement of measurable annual goals, including academic and functional goals, designed to:

- a. Meet the student's needs that result from his/her disability in order to enable the student to be involved in and progress in the general education curriculum

- b. Meet each of the student's other educational needs that result from his/her disability

3. A description of the manner in which the student's progress toward meeting the annual goals described in item #2 above will be measured and when the district will provide periodic reports on the progress the student is making

toward meeting the annual goals, such as through the use of quarterly or other periodic reports, concurrent with the issuance of report cards

4. A statement of the special education instruction and related services and supplementary aids and services, based on peer-reviewed research to the extent practicable, to be provided to the student or on behalf of the student, and a statement of the program modifications or supports for school personnel that will be provided to enable the student to:

- a. Advance appropriately toward attaining the annual goals
- b. Be involved and make progress in the general education curriculum in accordance with item #1 above and to participate in extracurricular and other nonacademic activities
- c. Be educated and participate with other students with disabilities and nondisabled students in the activities described in the IEP

~~(cf. 3541.2 – Transportation for Students with Disabilities)~~

5. An explanation of the extent, if any, to which the student will not participate with nondisabled students in the regular class and in extracurricular and other nonacademic activities described in the IEP

6. A statement of any appropriate individual accommodations necessary to measure the academic achievement and functional performance of the student on state and districtwide assessments

If the IEP team determines that the student shall take an alternate assessment instead of a particular regular state or districtwide assessment, the student's IEP also shall include a statement of the reason that he/she cannot participate in the regular assessment and the reason that the particular alternate assessment selected is appropriate for him/her.

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

~~(cf. 6162.51 – State Academic Achievement Tests)~~

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

7. The projected date for the beginning of the services and modifications described in item #4 above and the anticipated frequency, location, and duration of those services and modifications

8. Beginning not later than the first IEP to be in effect when the student is 16 years of age, or younger if determined appropriate by the IEP team, and updated annually thereafter, the following:

- a. Appropriate measurable postsecondary goals based upon age-appropriate transition assessments related to training, education, employment, and where appropriate, independent living skills
- b. The transition services, including courses of study, needed to assist the student in reaching those goals

9. A description of the means by which the IEP will be provided under emergency conditions, as described in Education Code 46392, in which instruction and/or services cannot be provided to the student either at school or in person for more than 10 school days. The description shall take into account public health orders and shall include special education and related services, supplementary aids and services, transition services, and extended school year.

~~10.9.~~ Beginning at least one year before the student reaches age 18, a statement that the student has been informed of his/her rights, if any, that will transfer to him/her upon reaching age 18, pursuant to Education Code 56041.5

~~Where appropriate, the IEP shall also include: (Education Code 56345)~~

11. For a student in grades 7-12, any alternative means and modes necessary for the student to complete the district's prescribed course of study and to meet or exceed proficiency standards required for graduation

~~(cf. 6146.1 – High School Graduation Requirements)~~

~~(cf. 6146.11 – Alternative Credits Toward Graduation)~~

12. For a student whose native language is not English, linguistically appropriate goals, objectives, programs, and services ~~for a student whose native language is not English~~

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

13. Extended school year services when the IEP team determines, on an individual basis, that the services are necessary for the provision of a free appropriate public education (FAPE)

~~(cf. 5148.2 – Before/After School Programs)~~

~~(cf. 6177 – Summer School)~~

14. ~~If Provision for transition into the regular education program if the~~ the student is to be transferred from a special class ~~or center~~ or nonpublic, nonsectarian school into a regular education program in a public school for any part of the school day, including descriptions of activities intended to:

- a. Integrate the student into the regular education program, including indications of the nature of each activity and the time spent on the activity each day or week
- b. Support the transition of the student from the special education program into the regular education program

~~(cf. 6176 – Weekend/Saturday Classes)~~

~~(cf. 6178 – Career Technical Education)~~

~~(cf. 6181 – Alternative Schools/Programs of Choice)~~

15. ~~For Specialized services, materials, and equipment for~~ a student with low incidence disabilities, ~~specialized services, materials, and equipment~~ consistent with the guidelines pursuant to Education Code 56136

To assist a student who is blind, has low vision, or is visually impaired to achieve the student's maximum potential, the IEP team may consider instruction in the expanded core curriculum, including compensatory skills such as Braille, concept development, or other skills needed to access the core curriculum; orientation and mobility; social interaction skills; career technical education, assistive technology, including optical devices; independent living skills, recreation and leisure; self-determination; and sensory efficiency. When appropriate, such services may be offered before or after school (Education Code 56353)

Development of the IEP

Within 30 days of a determination that a student needs special education and related services, the Superintendent or designee shall ensure that a meeting to develop an initial IEP is conducted. (Education Code 56043; 34 CFR 300.323)

Any IEP required as a result of an assessment of a student shall be developed within 60 days from the date of receipt of the parent/guardian's written consent for assessment, unless the parent/guardian agrees, in writing, to an extension. Days between the student's regular school sessions, terms, or vacation of more than five school days shall not be counted. In the case of school vacations, the 60-day time limit shall recommence on the date that the student's school days reconvene. (Education Code 560436, 56344)

However, when the IEP is required as a result of an assessment of a student for whom a referral has been made 30 days or less prior to the end of the preceding regular school year, the IEP shall be developed within 30 days after the commencement of the subsequent regular school year. (Education Code 56344)

In developing the IEP, the IEP team shall consider all of the following: (Education Code 56341.1, 56345; 20 USC 1414(d)(3)(A); 34 CFR 300.324)

1. The strengths of the student
2. The concerns of the parents/guardians for enhancing the education of their child
3. The results of the initial or most recent assessment of the student
4. The academic, developmental, and functional needs of the student
5. In the case of a student whose behavior impedes his/her learning or that of others, the use of positive behavioral interventions and supports and other strategies to address that behavior
6. In the case of a student with limited English proficiency, the language needs of the student as such needs relate to

the student's IEP

7. In the case of a student who is blind or visually impaired, the need to provide for instruction in Braille and instruction in the use of Braille

However, such instruction need not be included in the IEP if the IEP team determines that instruction in Braille or the use of Braille is not appropriate for the student. This determination shall be based upon an assessment of the student's reading and writing skills, his/her future needs for instruction in Braille or the use of Braille, and other appropriate reading and writing media.

8. The communication needs of the student and, in the case of a student who is deaf or hard of hearing, the student's language and communication needs, opportunities for direct communications with peers and professional personnel in the student's language and communication mode, academic level, and full range of needs, including opportunities for direct instruction in the student's language and communication mode

The team shall also consider the related services and program options that provide the student with an equal opportunity for communication access, as described in Education Code 56345.

9. Whether the student requires assistive technology devices and services

If, in considering the special factors in items #1-9 above, the IEP team determines that the student needs a particular device or service, including an intervention, accommodation, or other program modification, in order to receive FAPE, the team shall include a statement to that effect in the student's IEP. (Education Code 56341.1)

Provision of Special Education and Related Services

The district shall ensure that, as soon as possible following development of the IEP, special education services and related services are made available to the student in accordance with his/her IEP. (Education Code 56344; 34 CFR 300.323)

The Superintendent or designee shall ensure that the student's IEP is accessible to each regular education teacher, special education teacher, related service provider, and any other service provider who is responsible for its implementation. The Superintendent or designee also shall ensure that such teachers and providers are informed of their specific responsibilities related to implementing the IEP and the specific accommodations, modifications, and supports that must be provided to the student in accordance with the IEP. (34 CFR 300.323)

If an orientation and mobility evaluation is determined to be needed for a student who is blind, has low vision, or is visually impaired, the evaluation shall be conducted by a person who is appropriately certified as an orientation and mobility specialist and shall occur in familiar and unfamiliar environments, in varying lighting conditions, and in the home, school, and community, as appropriate. The Superintendent or designee may require annual written parent/guardian consent to provide orientation and mobility services when such services are provided before or after school and when they are provided away from the school site. (Education Code 56354; 5 CCR 3051.3)

If a student's IEP requires the provision of assistive technology devices or services, the district shall provide such devices or services and shall, on a case-by-case basis, provide for the use of school-purchased devices in the student's home or other settings if the IEP team determines that the student needs access to those devices in order to receive FAPE. If a student who requires the use of an assistive technology device transfers to another local educational agency, the district shall provide the student with continued access to the device or a comparable device for two months from the date the student ceased to be enrolled in the district or until alternative arrangements can be made to provide access to the device, whichever occurs first. (Education Code 56040.3; 34 CFR 300.105)

Review and Revision of the IEP

The Superintendent or designee shall ensure that the IEP team reviews the IEP periodically, but at least annually, in order to: (Education Code 56043, 56341.1, 56380; 20 USC 1414(d)(4); 34 CFR 300.324)

1. Determine whether the annual goals for the student are being achieved
2. Revise the IEP, as appropriate, to address:
 - a. Any lack of expected progress toward the annual goals and in the general education curriculum, where appropriate
 - b. The results of any reassessment conducted pursuant to Education Code 56381

c. Information about the student provided to or by the parents/guardians regarding review of evaluation data pursuant to 34 CFR 300.305(a)(2) and Education Code 56381(b)

d. The student's anticipated needs

e. Any other relevant matter

3. Consider the special factors listed in items #5-9 above under "Development of the IEP," when reviewing the IEP of any student with a disability to whom one of those factors may apply

The IEP team shall also meet at any other time upon request by the student's parent/guardian or teacher to review or revise the IEP. (Education Code 56343)

When a parent/guardian requests an IEP team meeting to review the IEP, the team shall meet within 30 days of receiving the parent/guardian's written request, not counting days between the student's regular school sessions or terms or days of school vacation in excess of five school days. If a parent/guardian makes an oral request, the district shall notify the parent/guardian of the need for a written request and the procedure for filing such a request. (Education Code 56043, 56343.5)

A regular education or special education teacher may request a review of the classroom assignment of a student with a disability by submitting a written request to the Superintendent or designee. The Superintendent or designee shall consider the request within 20 days of receiving it, not counting days when school is not in session or, for year-round schools, days when the school is off track. If the review indicates a need for change in the student's placement, instruction, and/or related services, the Superintendent or designee shall convene an IEP team meeting, which shall be held within 30 days of the Superintendent or designee's review, not counting days when school is not in session or days when school is off track, unless the student's parent/guardian consents in writing to an extension of time.

If a participating agency other than the district fails to provide the transition services described in the student's IEP, the team shall reconvene to identify alternative strategies to meet the transition service objectives set out for the student in the IEP. (Education Code 56345.1; 20 USC 1414(d); 34 CFR 300.324)

If a student with a disability residing in a licensed children's institution or foster family home has been placed by the district in a nonpublic, nonsectarian school, the Superintendent or designee shall conduct an annual evaluation as part of the IEP process of whether the placement is the least restrictive environment that is appropriate to meet the student's needs. (Education Code 56157)

(cf. 6159.2 – Nonpublic, Nonsectarian School and Agency Services for Special Education)

(cf. 6173.1 – Education for Foster Youth)

To the extent possible, the Superintendent or designee shall encourage the consolidation of reassessment meetings and other IEP team meetings for a student. (20 USC 1414(d)(3)(A); 34 CFR 300.324)

When a change is necessary to a student's IEP after the annual IEP team meeting for the school year has been held, the parent/guardian and the Superintendent or designee may agree not to convene an IEP team meeting for the purpose of making the change and instead may develop a written document to amend or modify the student's current IEP. The IEP team shall be informed of any such changes. Upon request, the Superintendent or designee shall provide the parent/guardian with a revised copy of the IEP with the incorporated amendments. (Education Code 56380.1; 20 USC 1414(d)(3)(D); 34 CFR 300.324)

Audio Recording of IEP Team Meetings

Parents/guardians and the Superintendent or designee shall have the right to audio record the proceedings of IEP team meetings, provided members of the IEP team are notified of this intent at least 24 hours before the meeting. If the Superintendent or designee gives notice of intent to audio record a meeting and the parent/guardian objects or refuses to attend because the meeting would be audio recorded, the meeting shall not be audio recorded. Parents/guardians also have the right to: (Education Code 56341.1)

1. Inspect and review the audio recordings

2. Request that an audio recording be amended if they believe it contains information that is inaccurate, misleading, or in violation of the student's privacy rights or other rights

3. Challenge, in a hearing, information that the parents/guardians believe is inaccurate, misleading, or in violation of the student's privacy rights or other rights

Parent/Guardian Participation and Other Rights

The Superintendent or designee shall take steps to ensure that one or both of the parents/guardians of the student with a disability are present at each IEP team meeting or are afforded the opportunity to participate. These steps shall include notifying the parents/guardians of the meeting early enough to ensure that they will have the opportunity to attend and scheduling the meeting at a mutually agreed upon time and place. (Education Code 56341.5; 34 CFR 300.322)

The Superintendent or designee shall send parents/guardians notices of IEP team meetings that: (Education Code 56341.5; 34 CFR 300.322)

1. Indicate the purpose, time, and location of the meeting

2. Indicate who will be in attendance at the meeting

3. Inform them of:

a. Their right to bring to the meeting other individuals who have knowledge or special expertise about the student, pursuant to Education Code 56341(b)(6)

b. The provision of Education Code 56341(i) relating to the participation of the Infant and Toddlers with Disabilities Coordinator at the initial IEP team meeting, if the student was previously served under Early Education for Individuals with Exceptional Needs (Education Code 56425-56432) or the California Early Intervention Services Act (Government Code 95000-95004)

In addition, when the IEP team meeting is to consider the development, review, or revision of the IEP of a student with a disability who is 16 years of age or older, or younger than 16 if deemed appropriate by the IEP team, the Superintendent or designee's notice to the student's parents/guardians shall include the following: (Education Code 56341.5)

1. An indication that a purpose of the meeting will be the consideration of postsecondary goals and transition services for the student pursuant to Education Code 56345.1, 20 USC 1414(d)(1)(A)(i)(VIII), and 34 CFR 300.320(b)

2. An indication that the student is invited to the IEP team meeting

3. Identification of any other agency that will be invited to send a representative

(cf. 5145.6 – Parental Notifications)

At each IEP team meeting convened by the district, the district administrator or specialist on the team shall inform the parent/guardian and student of the federal and state procedural safeguards included in the notice of parental rights provided pursuant to Education Code 56321. (Education Code 56500.1)

(cf. 6159.1 – Procedural Safeguards and Complaints for Special Education)

The parent/guardian shall have the right and opportunity to examine all of his/her child's school records upon request, before any IEP meeting, and in connection with any hearing or resolution session on matters affecting his/her child, including, but not limited to, initial formal assessment, procedural safeguards, and due process. Upon receipt of an oral or written request, the Superintendent or designee shall provide complete copies of the records within five business days. (Education Code 56043, 56504)

(cf. 5125 – Student Records)

The parent/guardian shall have the right to present information to the IEP team in person or through a representative and the right to participate in meetings that relate to eligibility for special education and related services, recommendations, and program planning. (Education Code 56341.1)

If neither parent/guardian can attend the meeting, the Superintendent or designee shall use other methods to ensure parent/guardian participation, including video conferences or individual or conference telephone calls. (Education Code 56341.5; 20 USC 1414(f); 34 CFR 300.322)

An IEP team meeting may be conducted without a parent/guardian in attendance if the Superintendent or designee is unable to convince the parent/guardian that he/she should attend. In such a case, the Superintendent or designee shall maintain a record of the attempts to arrange a mutually agreed upon time and place for the meeting, including: (Education Code 56341.5; 34 CFR 300.322)

1. Detailed records of telephone calls made or attempted and the results of those calls
2. Copies of correspondence sent to the parent/guardian and any responses received
3. Detailed records of visits made to the parent/guardian's home or place of employment and the results of those visits

The Superintendent or designee shall take any action necessary to ensure that the parents/guardians understand the proceedings of the meeting, including arranging for an interpreter for parents/guardians with deafness or whose native language is not English. (Education Code 56341.5; 34 CFR 300.322)

The Superintendent or designee shall give the parents/guardians of a student with a disability a copy of his/her child's IEP at no cost. (Education Code 56341.5; 34 CFR 300.322)

Parent/Guardian Consent for Provision of Special Education and Services

Before providing special education and related services to any student, the Superintendent or designee shall seek to obtain informed consent of the student's parent/guardian pursuant to 20 USC 1414(a)(1). The district shall not provide services by utilizing the due process hearing procedures pursuant to 20 USC 1415(f) if the parent/guardian refuses to consent to the initiation of services. If the parent/guardian does not consent to all of the components of the IEP, then those components to which the parent/guardian has consented shall be implemented so as not to delay providing instruction and services to the student. (Education Code 56346)

If the parent/guardian fails to respond or refuses to consent to the initiation of services, the district shall not use the due process hearing procedures pursuant to 20 USC 1415 to obtain agreement or a ruling that the services may be provided to the student. In such circumstance, the district shall not be required to convene an IEP team or develop an IEP for the student. (Education Code 56346)

If the parent/guardian consents in writing to the receipt of special education and related services for the student but does not consent to all of the components of the IEP, then those components to which the parent/guardian has consented shall be implemented so as not to delay providing instruction and services to the student. If the Superintendent or designee determines that a part of a proposed IEP to which the parent/guardian does not consent is necessary in order to provide the student with FAPE, a due process hearing shall be initiated in accordance with 20 USC 1415(f). While the due process hearing is pending, the student shall remain in the current placement unless the parent/guardian and the Superintendent or designee agree otherwise. (Education Code 56346)

If at any time subsequent to the initial provision of services, the student's parent/guardian, in writing, revokes consent for the continued provision of special education services, the Superintendent or designee shall provide prior written notice within a reasonable time before ceasing to provide services to the student. The Superintendent or designee shall not request a due process hearing or pursue mediation in order to require an agreement or ruling that services be provided to the student. (Education Code 56346; 34 CFR 300.300, 300.503)

Prior to the discontinuation of services, the Superintendent or designee may offer to meet with the parents/guardians to discuss concerns for the student's education. However, this meeting shall be voluntary on the part of the parent/guardian and shall not delay the implementation of the parent/guardian's request for discontinuation of services.

When the district ceases to provide special education services in response to the parent/guardian's revocation of consent, the student shall be classified as a general education student.

Transfer Students

To facilitate the transition of a student with a disability who is transferring into the district, the Superintendent or designee shall take reasonable steps to promptly obtain the student's records, including his/her IEP and the supporting documents related to the provision of special education services. (Education Code 56325; 34 CFR 300.323)

If the student transfers into the district from another school district within the same SELPA during the school year, the district shall continue to provide services comparable to those described in the student's existing IEP, unless his/her parent/guardian and the district agree to develop, adopt, and implement a new IEP that is consistent with state and federal law. (Education Code 56325; 34 CFR 300.323)

If the student transfers into the district from a school district outside of the district's SELPA during the school year, the district shall provide the student with FAPE, including services comparable to those described in the previous district's IEP. Within 30 days, the Superintendent or designee shall, in consultation with the student's parents/guardians, adopt the previous district's IEP or shall develop, adopt, and implement a new IEP that is consistent with state and federal law. (Education Code 56325; 34 CFR 300.323)

If the student transfers into the district from an out-of-state district during the school year, the district shall provide the student with FAPE, including services comparable to the out-of-state district's IEP, in consultation with the parent/guardian, until such time as the Superintendent or designee conducts an assessment, if it determines that such an assessment is necessary, and develops, adopts, and implements a new IEP, if appropriate. (Education Code 56325; 34 CFR 300.323)

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State References

5 CCR 1215.5-1218

5 CCR 3021-3029

5 CCR 3040-3043

5 CCR 853-853.5

Ed. Code 51225.3

Ed. Code 56055

Ed. Code 56136

Ed. Code 56195.8

Ed. Code 56321

Ed. Code 56321.5

Ed. Code 56340.1-56347

Ed. Code 56350-56352

Ed. Code 56380

Ed. Code 56390-56392

Ed. Code 56500-56509

Ed. Code 60640-60649

Fam. Code 6500-6502

Gov. Code 7572.5

W&I Code 300

W&I Code 601

W&I Code 602

Description

High School Exit Examination, accommodations for students with disabilities

Identification, referral and assessment

Instructional planning and the individualized education program

State assessments, accommodations

High school graduation

Rights of foster parents pertaining to foster child's education

Guidelines for low incidence disabilities areas

Adoption of policies

Notice of parental rights; consent of parents

Notice to include right to electronically record

Instructional planning and individualized education program

IEP for visually impaired students

IEP reviews; notice of right to request

Recognition for educational achievement, special education

Procedural safeguards

California Assessment of Student Performance and Progress

Age of majority

Seriously emotionally disturbed child, expanded IEP team

Minors subject to jurisdiction

Minors habitually disobedient

Minors violating law; ward of court

Federal References

20 USC 1232g

20 USC 1400-1482

Description

Family Educational Rights and Privacy Act (FERPA) of 1974

Individuals with Disabilities Education Act

34 CFR 300.1-300.818

Individuals with Disabilities Education Act

Management Resources References

Attorney General Opinion

Court Decision

Court Decision

Court Decision

Court Decision

Court Decision

Federal Register

Website

Website

Description

85 Ops.Cal.Atty.Gen. 157 (2002)

Marshall v. Monrovia Unified School District, (9th Circuit, 2010) 327 f.3d 773

Marshall v. Monrovia Unified School District, (9th Circuit, 2010) 327 f.3d 773

Shapiro v. Paradise Valley Unified School District, No. 69 (9th Circuit, 2003) 317 F.3d 1072

Schaffer v. Weast (2005) 125 S. Ct. 528

Sacramento City School District v. Rachel H. (9th Cir. 1994) 14 F.3d 1398

Rules and Regulations, August 14, 2006, Vol. 71, Number 156, pages 46539-46845

U.S. Department of Education, Office of Special Education and Rehabilitative Services -

<https://simbli.eboardsolutions.com/SU/Cxzo7PzfaDuHEvIT8iBmcw==>

California Department of Education -

<https://simbli.eboardsolutions.com/SU/os2jq5DcA2RawmY2VZ5FZQ==>**Cross References**

0200

0430

0430

0450

0450

0460

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0470

1312.3

1312.3

3260

3260

3541

3541.2

Description

Goals For The School District -

<https://simbli.eboardsolutions.com/SU/Zn2GfltbZa80iWlphhQ==>

Comprehensive Local Plan For Special Education -

<https://simbli.eboardsolutions.com/SU/weYMs4m5eTBubT6cRVbnXQ==>

Comprehensive Local Plan For Special Education -

<https://simbli.eboardsolutions.com/SU/yLkGIYiGmc1b0GWqkRkghQ==>

Comprehensive Safety Plan -

<https://simbli.eboardsolutions.com/SU/Pw53k7slshWwK5WnIplAj4TaQ==>

Comprehensive Safety Plan -

<https://simbli.eboardsolutions.com/SU/l4Efl6y2kHuwWKAC7AywwQ==>

Local Control And Accountability Plan -

<https://simbli.eboardsolutions.com/SU/gGplush8ivcRdlU9slsh2xJ4CtRQ==>

Local Control And Accountability Plan -

<https://simbli.eboardsolutions.com/SU/yPyO74Acplush62hPz8JUI8Lw==>

COVID-19 Mitigation Plan -

<https://simbli.eboardsolutions.com/SU/Uda1PR36HqbR8ubMgSxA2Q==>

Uniform Complaint Procedures -

<https://simbli.eboardsolutions.com/SU/fUA3jplus6KeSpBgRVCKLrseQ==>

Uniform Complaint Procedures -

<https://simbli.eboardsolutions.com/SU/iN56JWXd0VQZlHrBGBpBXw==>

Fees And Charges -

<https://simbli.eboardsolutions.com/SU/7ZPab4GEsJVwtslshdfpluscvrTw==>

Fees And Charges -

<https://simbli.eboardsolutions.com/SU/Lggr4xRG4yoQ7QhnCHNHjQ==>

Transportation Routes And Services -

<https://simbli.eboardsolutions.com/SU/BHLJW17TDWUJakigeakAfw==>

Transportation For Students With Disabilities -

<https://simbli.eboardsolutions.com/SU/k5F9xQH1GNVF6FUILe57dw==>

3555	Nutrition Program Compliance - https://simbli.eboardsolutions.com/SU/JslshhTeOpIXQVUU8slshPWngt3w==
4112.23	Special Education Staff - https://simbli.eboardsolutions.com/SU/qlL1MDdd6CpV7sqbJFCcQ==
5125	Student Records - https://simbli.eboardsolutions.com/SU/uiVJk3G6TkTplusVR2QwgWBtw==
5125	Student Records - https://simbli.eboardsolutions.com/SU/aoTt3s0aYvG7slshk1b5KoNOA==
5126	Awards For Achievement - https://simbli.eboardsolutions.com/SU/cQEYOAhtCTVsBXQ5rO8sHQA==
5126	Awards For Achievement - https://simbli.eboardsolutions.com/SU/9T6VcBfHein5vn4PUQOiQQ==
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities) - https://simbli.eboardsolutions.com/SU/bJ9BfrAyiOM1a9rGZU0EtQ==
5145.6	Parental Notifications - https://simbli.eboardsolutions.com/SU/SVh9c5vAppvZXDHq9LvEsQ==
5145.6-E(1)	Parental Notifications - https://simbli.eboardsolutions.com/SU/1tnmC4RSauktplus5IQACGBpA==
5148.2	Before/After School Programs - https://simbli.eboardsolutions.com/SU/Okh5ypR1BQFoXiflctfXZg==
5148.2	Before/After School Programs - https://simbli.eboardsolutions.com/SU/1slec2Dplus4V28toDFEIdr6g==
6000	Concepts And Roles - https://simbli.eboardsolutions.com/SU/w7PlhhcnxpAplusAixXEUgOQA==
6112	School Day - https://simbli.eboardsolutions.com/SU/tiJUzplusl2ZqZ3DQTROoS06Q==
6112	School Day - https://simbli.eboardsolutions.com/SU/4SfM5hSQOIHXxP30xSPIfw==
6141	Curriculum Development And Evaluation - https://simbli.eboardsolutions.com/SU/VYnljyvVICioMRtesjCvaQ==
6142.1	Sexual Health And HIV/AIDS Prevention Instruction - https://simbli.eboardsolutions.com/SU/Q8tVuLnGZzKk1KhXhtY1qA==
6142.1	Sexual Health And HIV/AIDS Prevention Instruction - https://simbli.eboardsolutions.com/SU/NUwcuolmewTs7yugplusZHLyQ==
6142.7	Physical Education And Activity - https://simbli.eboardsolutions.com/SU/JiplusZmGslshHkm74v5p7Jm2beQ==
6142.7	Physical Education And Activity - https://simbli.eboardsolutions.com/SU/XG8GFWuqF7c9plusK6DuD9RAw==
6146.4	Differential Graduation And Competency Standards For Students With Disabilities - https://simbli.eboardsolutions.com/SU/S30aRrMY0jn4Ua0fK0AuAQ==
6151	Class Size - https://simbli.eboardsolutions.com/SU/TslshV3daDWvF4fiplusB5EslshxSaA==
6158	Independent Study - https://simbli.eboardsolutions.com/SU/OJ7nDplusqd6ztyXnXStnNdog==
6158	Independent Study - https://simbli.eboardsolutions.com/SU/plusWyr5plusyT4TvKZYHVIjFb1g==
6159.1	Procedural Safeguards And Complaints For Special Education - https://simbli.eboardsolutions.com/SU/VVkhisi3ltpVmrMTYITQwuA==

6159.1	Procedural Safeguards And Complaints For Special Education - https://simbli.eboardsolutions.com/SU/zjve5llcmQiaLMd9hRslshDIw==
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education - https://simbli.eboardsolutions.com/SU/qKtWKARhYZtPRVYIVGvmmQ==
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education - https://simbli.eboardsolutions.com/SU/kXcOkzneOZYCOxTe5GSLlg==
6159.3	Appointment Of Surrogate Parent For Special Education Students - https://simbli.eboardsolutions.com/SU/COZPD5l6SqN6LoWTL4lz7A==
6159.3	Appointment Of Surrogate Parent For Special Education Students - https://simbli.eboardsolutions.com/SU/xGPm9Ja5iHNKe9Hf9bAHjg==
6159.4	Behavioral Interventions For Special Education Students - https://simbli.eboardsolutions.com/SU/Qo2VRbOsJWo0nr3gwmWYnw==
6162.51	State Academic Achievement Tests - https://simbli.eboardsolutions.com/SU/QedRRYplussBsDhplus5HoK0Zhr==
6162.51	State Academic Achievement Tests - https://simbli.eboardsolutions.com/SU/OXhX2dQQIRMBAWUDslshMuGeA==
6163.2	Animals At School - https://simbli.eboardsolutions.com/SU/bdV9cT4UslshncWmdoUeXl3mA==
6163.2	Animals At School - https://simbli.eboardsolutions.com/SU/plusg4qzZR6aELzKTY4ZOYbmA==
6164.4	Identification And Evaluation Of Individuals For Special Education - https://simbli.eboardsolutions.com/SU/SuslshwZaGBGCFacJRcyJuOKw==
6164.4	Identification And Evaluation Of Individuals For Special Education - https://simbli.eboardsolutions.com/SU/Mfslh5plusjp8CjGgOTO8IYFA==
6164.41	Children With Disabilities Enrolled By Their Parents In Private School - https://simbli.eboardsolutions.com/SU/DiOOJPIQObEKyktAHf2slsh8Q==
6164.41	Children With Disabilities Enrolled By Their Parents In Private School - https://simbli.eboardsolutions.com/SU/zZNOkl4A7plusJ8oZePGDayA==
6164.6	Identification And Education Under Section 504 - https://simbli.eboardsolutions.com/SU/II2yokXjjul6zKjd25EdDw==
6164.6	Identification And Education Under Section 504 - https://simbli.eboardsolutions.com/SU/QbYAokVsEt94prJULkGrCg==
6173	Education For Homeless Children - https://simbli.eboardsolutions.com/SU/ziLY6jh8GJTX7M1sR08cbw==
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6173-E(1)	Education For Homeless Children - https://simbli.eboardsolutions.com/SU/biYAm4a71uBXPP46AFliUg==
6173.1	Education For Foster Youth - https://simbli.eboardsolutions.com/SU/eVhjcNplus5gaKuXjDnh3LfRQ==
6173.1	Education For Foster Youth - https://simbli.eboardsolutions.com/SU/9zSYbslshmJ955fIW8slshWtTClw==
6173.2	Education Of Children Of Military Families - https://simbli.eboardsolutions.com/SU/KH4ab7brXUqsqQL5JlicFA==
6173.2	Education Of Children Of Military Families - https://simbli.eboardsolutions.com/SU/IGiLcplusjhgePoer5hCHSuA==
6174	Education For English Learners - https://simbli.eboardsolutions.com/SU/u08nrn8X1jkHc86Gko8hgA==
6174	Education For English Learners - https://simbli.eboardsolutions.com/SU/zMM8T3QfgFc1MYWQwuOohQ==

- 6177 Summer Learning Programs -
<https://simbli.eboardsolutions.com/SU/0HQm0BI0i8AxplusS3Bk5slsh4sg==>
- 6185 Community Day School -
<https://simbli.eboardsolutions.com/SU/kl9elmknAfJCTsfBCTDTqg==>
- 6185 Community Day School -
<https://simbli.eboardsolutions.com/SU/Dv4raLcYv5Yw1OTByxTpluscg==>

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Karen McConnell

DATE: May 27, 2021

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☒ Information
☐ Action

Date you wish to have your item considered: June 9, 2021

ITEM: Consider recommended revisions to Administrative Policy and Board Policy 6159.2 – Nonpublic, Nonsectarian School and Agency Services for Special Education

PURPOSE: Policy updated to include provisions of nonpublic, nonsectarian and agency services, as outlined in the comprehensive local plan of Special Education Local Plan Area. The updates also include terms of the master contract between the district and the NPS/A and follow up requirements as required by Education Code.

FISCAL IMPACT: None

RECOMMENDATIONS:

Policy 6159.2: Nonpublic, Nonsectarian School And Agency Services For Special Education

Status: DRAFT

Original Adopted Date: 05/16/2001 | **Last Revised Date:** 08/28/2013

The Board of Trustees Governing Board recognizes its responsibility to provide all district students, including students with disabilities, a free appropriate public education in accordance with law. When the district is unable to provide direct special education and/or related services to students with disabilities, the Board may enter into a contract with a nonpublic, nonsectarian school or agency (NPS/A) to meet the students' needs consistent with the comprehensive local plan of the Special Education Local Plan Area.

(cf. 0430 – Comprehensive Local Plan for Special Education)

(cf. 1312.3 – Uniform Complaint Procedures)

(cf. 3541.2 – Transportation for Students with Disabilities)

(cf. 4112.23 – Special Education Staff)

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

In selecting nonpublic, nonsectarian schools or agencies with which the district may contract for the placement of any district student with disabilities, the Superintendent or designee shall follow the procedures specified in law and accompanying administrative regulation.

Prior to entering into a contract to place any student in a nonpublic, nonsectarian school or agency, the Superintendent or designee shall verify that the school or agency is certified to provide special education and related services to individuals with disabilities and compiles with staff training requirements in accordance with Education Code 56366 and 56366.1. In addition, the Superintendent or designee shall monitor, on an ongoing basis, the certification of any NPS/A nonpublic, nonsectarian school with which the district has a contract to ensure that the school or agency's certification has not expired.

No district student shall be placed in a NPS/A nonpublic, nonsectarian school or agency unless the student's individualized education program (IEP) team has determined that an appropriate public education alternative does not exist and that the nonpublic, nonsectarian school or agency placement is appropriate for the student.

The district student shall pay the NPS/A the full amount of the tuition or fees, as applicable, for students with disabilities who are enrolled in programs or receiving services provided by the NPS/A.

In accordance with law, any student with disabilities placed in a nonpublic, nonsectarian school or agency nNPS/A shall have all the rights and protections to which students with disabilities are generally entitled, including, but not limited to, the procedural safeguards, due process rights, and periodic review of his/her IEP. (Education Code 56195.8, 56342.1)

(cf. 6159 – Individualized Education Program)

(cf. 6159.1 – Procedural Safeguards and Complaints for Special Education)

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

During the period when any student with disabilities is placed in a NPS/A nonpublic, nonsectarian school or agency, the student's IEP team shall retain responsibility for monitoring the student's progress towards meeting the goals identified in his/her IEP.

The Superintendent or designee shall notify the Board prior to approving an out-of-state placement for any district student.

The Superintendent or designee may apply to the Superintendent of Public Instruction to waive any of the in accordance with Education Code 56366.2, the Superintendent or designee may apply to the Superintendent of Public Instruction to waive any of the requirements of Education Code 56365, 56366, 56366.3, and 56366.6. (Education Code 56366.2)

(cf. 1431 – Waivers)

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State References

5 CCR 3001	Definitions
5 CCR 3060-3070	Nonpublic, nonsectarian school and agency services
Ed. Code 56034-56035	Definitions of nonpublic, nonsectarian school and agency
Ed. Code 56042	Placement not to be recommended by attorney with conflict of interest
Ed. Code 56101	Waivers
Ed. Code 56163	Certification
Ed. Code 56168	Responsibility for education of student in hospital or health facility school
Ed. Code 56195.8	Adoption of policies
Ed. Code 56342.1	Individualized education program; placement
Ed. Code 56360-56369	Implementation of special education
Ed. Code 56711	Computation of state aid
Ed. Code 56740-56743	Apportionments and reports
Ed. Code 56760	Annual budget plan; service proportions
Ed. Code 56775.5	Reimbursement of assessment and identification costs
Fam. Code 7911-7912	Interstate compact on placement of children
Gov. Code 7570-7587	Interagency responsibilities for providing services to children with disabilities
Gov. Code 7572.55	Seriously emotionally disturbed child; out-of-state placement
W&I Code 362.2	Out-of-home placement for IEP
W&I Code 727.1	Out-of-state placement of wards of court

Federal References

20 USC 1400-1487	Individuals with Disabilities Education Act
34 CFR 300.129-300.148	Children with disabilities in private schools

Management Resources References

Court Decision	Agostini v. Felton, (1997) 521 U.S. 203, 117 S.Ct. 1997
Federal Register	Rules and Regulations, August 14, 2006, Vol. 71, Number 156, pages 46539-46845
Website	U.S. Department of Education, Office of Special Education and Rehabilitative Services - https://simbli.eboardsolutions.com/SU/Cxzo7PzfaDuHEvIT8iBmcw==
Website	California Department of Education - https://simbli.eboardsolutions.com/SU/os2jq5DcA2RawmY2VZ5FZQ==

Cross References

0430	Comprehensive Local Plan For Special Education - https://simbli.eboardsolutions.com/SU/weYMs4m5eTBUbT6cRVbnXQ==
0430	Comprehensive Local Plan For Special Education - https://simbli.eboardsolutions.com/SU/yLkGIYiGMc1b0GWqkRkghQ==

0500	Accountability - https://simbli.eboardsolutions.com/SU/8MWUST2bCklr2OkW3mlkRQ==
1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/fUA3jplus6KeSpBgRVCKLrseQ==
1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/iN56JWXd0VQZlHrBGBpBXw==
1431	Waivers - https://simbli.eboardsolutions.com/SU/cQAplus2PBht4SGdwhuUGaOQ==
3541.2	Transportation For Students With Disabilities - https://simbli.eboardsolutions.com/SU/k5F9xQH1GNVF6FUILe57dw==
3580	District Records - https://simbli.eboardsolutions.com/SU/elor88EuYEm6RyfhUueq1Q==
3580	District Records - https://simbli.eboardsolutions.com/SU/xkJZwu9wAnlw5slshflzNP19w==
4112.23	Special Education Staff - https://simbli.eboardsolutions.com/SU/qlqL1MDdd6CpV7sqbJFCcQ==
5125	Student Records - https://simbli.eboardsolutions.com/SU/uiVJk3G6TkTplusVR2QwgWBtw==
5125	Student Records - https://simbli.eboardsolutions.com/SU/aoTt3s0aYvG7slshk1b5KoNOA==
6146.4	Differential Graduation And Competency Standards For Students With Disabilities - https://simbli.eboardsolutions.com/SU/S30aRrMY0jn4Ua0fK0AuAQ==
6159	Individualized Education Program - https://simbli.eboardsolutions.com/SU/mrkWNmu6HXl5jwnslshCEsqFw==
6159	Individualized Education Program - https://simbli.eboardsolutions.com/SU/DeN9HStTt62obomUMqoh2Q==
6159.1	Procedural Safeguards And Complaints For Special Education - https://simbli.eboardsolutions.com/SU/VVkhSi3ltpVmrMTYITQwuA==
6159.1	Procedural Safeguards And Complaints For Special Education - https://simbli.eboardsolutions.com/SU/zjve5llcmOiaLMd9hRslshDlw==
6159.3	Appointment Of Surrogate Parent For Special Education Students - https://simbli.eboardsolutions.com/SU/COZPD5l6SqN6LoWTL4lz7A==
6159.3	Appointment Of Surrogate Parent For Special Education Students - https://simbli.eboardsolutions.com/SU/xGPm9Ja5iHNKe9Hf9bAHjg==
6162.51	State Academic Achievement Tests - https://simbli.eboardsolutions.com/SU/QedRRYplussBsDhplus5HoK0Zhrq==
6162.51	State Academic Achievement Tests - https://simbli.eboardsolutions.com/SU/OXhX2dQQIRMBAWUDslshMuGeA==
6164.4	Identification And Evaluation Of Individuals For Special Education - https://simbli.eboardsolutions.com/SU/SuslshwZaGBGCFACJRcyJuOKw==
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6173.1	Education For Foster Youth - https://simbli.eboardsolutions.com/SU/eVhjcNplus5gaKuXjDnh3LfRQ==
6173.1	Education For Foster Youth - https://simbli.eboardsolutions.com/SU/9zSYbslshMJ955fIW8slshWtTClw==
6173.2	Education Of Children Of Military Families - https://simbli.eboardsolutions.com/SU/KH4ab7brXUqsqQL5JlicFA==

6173.2

Education Of Children Of Military Families -
<https://simbli.eboardsolutions.com/SU/IGiLCqplusjhgePoer5hCHSuA==>

Regulation 6159.2: Nonpublic, Nonsectarian School And Agency Services For Special Education

Status: DRAFT

Original Adopted Date: 05/16/2001 | **Last Revised Date:** 08/28/2013

Master Contract

Every master contract with a nonpublic, nonsectarian school or agency (NPS/A) shall specify the general administrative and financial agreement for providing special education and designated instruction and services. The master contract shall be for the term not to exceed one year and shall be renegotiated prior to June 30. Provisions of the contract shall include, but not be limited to: (Education Code 56366.5; 5 CCR 3062)

1. Student-teacher ratios
2. Transportation specified in the student's individual education program (IEP)
The contract shall not include special education transportation provided through the use of services or equipment owned, leased, or contracted by the district for students enrolled in the NPS/A unless provided directly or subcontracted by that NPS/A.
3. Procedures for recordkeeping and documentation
4. The maintenance of school records by the district to ensure that appropriate high school graduation credit is received by any participating student
5. An individual services agreement of each student, which will be negotiated for the length of time for which NPS/A special education and designated instruction and services are specified in the student's IEP
6. A description of the process to be utilized by the district to oversee and evaluate placements in the NPS/A, including a method for evaluating whether each student is making appropriate educational progress
7. Procedures and responsibilities for attendance and unexcused absences
8. General provisions related to modifications and amendments to the contract, waivers, disputes, contractor's status, conflicts of interest, termination, inspection and audits, compliance with applicable state and federal laws and regulations, and indemnification and insurance requirements
9. Payment schedule, including, but not limited to, payment amounts, payment demand, right to withhold, and audit exceptions

The contract may allow for partial or full-time attendance at the NPS/A. (Education Code 56366)

With mutual agreement of the district and NPS/A, changes may be made to the administrative and financial agreements in the master contract at any time, provided the change does not alter a student's education instruction, services, or placement as outlined in the student's individual services agreement. (Education Code 56366)

The master contract or individual services agreements may be terminated for cause if either party gives 20 days' notice. However, the availability of a public education program initiated during the period of the contract shall not give cause for termination unless the parent/guardian agrees to transfer the student to the program. (Education Code 56366)

be made on forms provided by the California Department of Education and shall include an individual services agreement negotiated for each student.

Each master contract shall specify the general administrative and financial agreements for providing the special education and designated instruction and services, including student-teacher ratios, as well as transportation if specified in a student's individualized education program (IEP). The administrative provisions of the contract shall include procedures for recordkeeping and documentation, and the maintenance of school records by the district to ensure that appropriate high school graduation credit is received by any participating student. The contract may allow for partial or full-time attendance at the nonpublic, nonsectarian school. (Education Code 56366)

(cf. 3541.2 – Transportation for Students with Disabilities)

(cf. 3580 – District Records)

(cf. 5125 – Student Records)

(cf. 6146.1 – High School Graduation Requirements)

The master contract shall include a description of the process to be utilized by the district to oversee and evaluate

placements in nonpublic, nonsectarian schools. This description shall include a method for evaluating whether each student is making appropriate educational progress. (Education Code 56366)

With mutual agreement of the district and a nonpublic, nonsectarian school or agency, changes may be made to the administrative and financial agreements in the master contract at any time, provided the change does not alter a student's educational instruction, services, or placement as outlined in his/her individual services agreement. (Education Code 56366)

Placement and Services

For any student The Superintendent or designee shall develop an individual services agreement for each student to be placed in a nonpublic, nonsectarian school or agency NPS/A, the Superintendent or designee shall be develop an individual services agreement based on the student's IEP. Each individual services agreement shall specify the length of time authorized in the student's IEP for the NPS/A servies, not to exceed one year. Changes in a student's educational on the student's IEP. Each individual services agreement shall specify the length of time authorized in the student's IEP for the nonpublic, nonsectarian school services, not to exceed one year. Changes in a student's educational instruction, services, or placement shall be made only on the basis of revisions to the student's IEP. (Education Code 56366)

(cf. 6159 – Individualized Education Program)

At least once each year, the district shall: (Education Code 56366)

1. Evaluate the educational progress of each student palced in an NPS/A, including a review of state assessment results
2. Druing the annual meeting held to review the student's IEP pursuant to Education Code 56343, consider whether the student's needs continue to be best met at the NPS/A and whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting

The IEP team of a student placed in a nonpublic, nonsectarian school or agency shall annually review the student's IEP. The student's IEP and individual services agreement shall specify the review schedules. (5 CCR 3069)

Prior to the annual review of a student's IEP, the Superintendent or designee shall notify any high school district to which the student may transfer of the student's enrollment in a NPS/A nonpublic, nonsectarian school or agency. (5 CCR 3069)

When a special education student meets the district requirements for completion of prescribed course of study as designated in the student's IEP, the district shall award the student a diploma of graduation. (5 CCR 3070)

(cf. 6146.4 – Differential Graduation and Competency Standards for Individuals with Exceptional Needs)

Out-of-State Placements

Before contracting with a NPS/A nonpublic, nonsectarian school or agency outside California, the Superintendent or designee shall document the district's efforts to find an appropriate program offered by a NPS/A nonpublic, nonsectarian school or agency within California. (Education Code 56365)

Within 15 days of any decision for an out-of-state placement, the student's IEP team shall submit to the Superintendent of Public Instruction a report with information about the services provided by the out-of-state program, the related costs, and the district's efforts to locate an appropriate public school or nonpublic, nonsectarian school or agency within California. (Education Code 56365)

Within 15 days of any decision for an out-of-state placement, the student's IEP team shall submit to the Superintendent of Public Instruction a report with information about the services provided by the out-of-state program, the costs of the special education and related services provided, and the district's efforts to locate an appropriate public school or NPS/A within California. (Education Code 56365)

If the district decides to place a student with a NPS/A nonpublic, nonsectarian school or agency outside the state, the district shall indicate the anticipated date of the student's return to a placement within California and shall document efforts during the previous year to return the student to California. (Education Code 56365)

On-site Visits

The Superintendent or designee shall conduct an on-site visit to an NPS/A before the placement of a student at the school or agency, if the district does not have any other students currently enrolled at the NPS/A/ (Education Code 65366.1)

At least once per year, the Superintendent or designee shall conduct an on-site monitoring visit to each NPS/A at which the district has a student attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to: (Education Code 56366.1)

1. A review of services provided to the student through the individual services agreement
2. A review of progress the student is making toward the goals set forth in the student's IEP
3. a review of progress the student is making toward the goals set forth in the students' behavioral intervention plan, if applicable
4. An observation of the student during instruction
5. A walkthrough of the facility

The district shall report the findings resulting from the monitoring visit to CDE within 60 calendar days of the on-site visit. (Education Code 56366.1)

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State References

State References	Description
5 CCR 3001	Definitions
5 CCR 3060-3070	Nonpublic, nonsectarian school and agency services
Ed. Code 56034-56035	Definitions of nonpublic, nonsectarian school and agency
Ed. Code 56042	Placement not to be recommended by attorney with conflict of interest
Ed. Code 56101	Waivers
Ed. Code 56163	Certification
Ed. Code 56168	Responsibility for education of student in hospital or health facility school
Ed. Code 56195.8	Adoption of policies
Ed. Code 56342.1	Individualized education program; placement
Ed. Code 56360-56369	Implementation of special education
Ed. Code 56711	Computation of state aid
Ed. Code 56740-56743	Apportionments and reports
Ed. Code 56760	Annual budget plan; service proportions
Ed. Code 56775.5	Reimbursement of assessment and identification costs
Fam. Code 7911-7912	Interstate compact on placement of children
Gov. Code 7570-7587	Interagency responsibilities for providing services to children with disabilities
Gov. Code 7572.55	Seriously emotionally disturbed child; out-of-state placement
W&I Code 362.2	Out-of-home placement for IEP
W&I Code 727.1	Out-of-state placement of wards of court

Federal References

Federal References	Description
20 USC 1400-1487	Individuals with Disabilities Education Act

34 CFR 300.129-300.148

Children with disabilities in private schools

Management Resources References

Court Decision

Agostini v. Felton, (1997) 521 U.S. 203, 117 S.Ct. 1997

Federal Register

Rules and Regulations, August 14, 2006, Vol. 71, Number 156, pages 46539-46845

Website

U.S. Department of Education, Office of Special Education and Rehabilitative Services -
<https://simbli.eboardsolutions.com/SU/Cxzo7PzfaDuHEvIT8iBmcw==>

Website

California Department of Education -
<https://simbli.eboardsolutions.com/SU/os2jq5DcA2RawmY2VZ5FZQ==>**Cross References**

0430

Comprehensive Local Plan For Special Education -
<https://simbli.eboardsolutions.com/SU/weYMs4m5eTBUbT6cRVbnXQ==>

0430

Comprehensive Local Plan For Special Education -
<https://simbli.eboardsolutions.com/SU/yLkGIYiGMc1b0GWqkRkghQ==>

0500

Accountability -
<https://simbli.eboardsolutions.com/SU/8MWUST2bCklr2OkW3mlkRQ==>

1312.3

Uniform Complaint Procedures -
<https://simbli.eboardsolutions.com/SU/fUA3jplus6KeSpBgRVCKlrseQ==>

1312.3

Uniform Complaint Procedures -
<https://simbli.eboardsolutions.com/SU/iN56JWXd0VQZlHrBGBpBXw==>

1431

Waivers -
<https://simbli.eboardsolutions.com/SU/cQAplus2PBht4SGdwhuUGaOQ==>

3541.2

Transportation For Students With Disabilities -
<https://simbli.eboardsolutions.com/SU/k5F9xQH1GNVF6FUILe57dw==>

3580

District Records -
<https://simbli.eboardsolutions.com/SU/elor88EuYEm6RyfhUueq1Q==>

3580

District Records -
<https://simbli.eboardsolutions.com/SU/xkJZwu9wAnlw5slshflzNP19w==>

4112.23

Special Education Staff -
<https://simbli.eboardsolutions.com/SU/qlqL1MDdd6CpV7sqbJFCcQ==>

5125

Student Records -
<https://simbli.eboardsolutions.com/SU/uiVJk3G6TkTplusVR2QwgWBtw==>

5125

Student Records -
<https://simbli.eboardsolutions.com/SU/aoTt3s0aYvG7slshk1b5KoNOA==>

6146.4

Differential Graduation And Competency Standards For Students With Disabilities -
<https://simbli.eboardsolutions.com/SU/S30aRrMY0jn4Ua0fk0AuAQ==>

6159

Individualized Education Program -
<https://simbli.eboardsolutions.com/SU/mrkWNmu6HXl5jwnslshCEsqFw==>

6159

Individualized Education Program -
<https://simbli.eboardsolutions.com/SU/DeN9HStTt62obomUMqoh2Q==>

6159.1

Procedural Safeguards And Complaints For Special Education -
<https://simbli.eboardsolutions.com/SU/VVkhsi3ltpVmrMTYITQwuA==>

6159.1

Procedural Safeguards And Complaints For Special Education -
<https://simbli.eboardsolutions.com/SU/zjve5llcmOiaLMd9hRslshDIw==>

6159.3

Appointment Of Surrogate Parent For Special Education Students -
<https://simbli.eboardsolutions.com/SU/COZPD5l6SqN6LoWTL4lz7A==>

6159.3	Appointment Of Surrogate Parent For Special Education Students - https://simbli.eboardsolutions.com/SU/xGPm9Ja5iHNKe9Hf9bAHjg==
6162.51	State Academic Achievement Tests - https://simbli.eboardsolutions.com/SU/QedRRYplussBsDhplus5HoK0Zhrge==
6162.51	State Academic Achievement Tests - https://simbli.eboardsolutions.com/SU/OXhX2dQQIRMBAWUDslshMuGeA==
6164.4	Identification And Evaluation Of Individuals For Special Education - https://simbli.eboardsolutions.com/SU/SuslshwZaGBGCFACJRcyJuOKw==
6164.4	Identification And Evaluation Of Individuals For Special Education - https://simbli.eboardsolutions.com/SU/Mfslh5plusjp8CjGgOTO8IYFA==
6173.1	Education For Foster Youth - https://simbli.eboardsolutions.com/SU/eVhjcNplus5gaKuXjDnh3LfRQ==
6173.1	Education For Foster Youth - https://simbli.eboardsolutions.com/SU/9zSYbslshMJ955fIW8slshWtTClw==
6173.2	Education Of Children Of Military Families - https://simbli.eboardsolutions.com/SU/KH4ab7brXUqsqOL5JlicFA==
6173.2	Education Of Children Of Military Families - https://simbli.eboardsolutions.com/SU/IGiLCqplusjhgePoer5hCHSuA==

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 05/28/2021

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☒ Information
☐ Action

Date you wish to have your item considered: 06/09/2021

ITEM:

Receive the following revised Exhibit for information:

E 3553 – Free and Reduced Meals

PURPOSE:

The United States Department of Agriculture (USDA) requires that school districts ensure sufficient funds are being provided by meals served to students that are not eligible for free or reduced meals. As such, the USDA requires districts that charge less than the target weighted average of \$3.09 per paid student meal to increase the paid lunch price or provide non-federal support to the food service account. Since the District currently charges \$1.75 per a paid student lunch, at a minimum the district would need to increase the cost to \$1.80 per a paid student meal to comply with the guidance. Since the District participates in the Community Eligibility Provision (CEP) and all District students receive meals for free, this amount only applies to those students that pay for lunch at non District sites to which the District provides meals.

Additionally, the District is not recommending an increase to the paid adult lunch (without milk) until such guidance is available from the California Department of Education.

FISCAL IMPACT:

There should be a slight increase in paid lunches by the private schools that are serviced by the District.

RECOMMENDATIONS:

Consider approval of the following revised Exhibit at the next Board meeting:

E 3553 – Free and Reduced Meals

Hanford ESD

Exhibit

Free And Reduced Price Meals

E 3553

Business and Noninstructional Operations

CAFETERIA PRICES LIST

CAFETERIA PRICES

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

Lunch Program (Effective July 1, ~~2020~~ 2021)

Student Lunch	\$1.75 \$1.80
Reduced Price Lunch	\$0.00
Student Milk Only	\$0.30
Adult Lunch without Milk	\$3.85 \$4.00
Adult Milk Only	\$0.30

Breakfast Program (Effective July 1, 2015)

Student Breakfast	\$0.60
Reduced Price Breakfast	\$0.00
Adult Breakfast	\$2.30

Exhibit HANFORD ELEMENTARY SCHOOL DISTRICT

version: June 15, 2011 Hanford, California

revised: April 10, 2013

revised: March 17, 2014

revised: January 14, 2015

revised: April 13, 2016

revised: May 24, 2017

revised: June 16, 2018

revised: June 12, 2019

revised: June 24, 2020

HANFORD ELEMENTARY SCHOOL DISTRICT

Agenda Request Form

TO: Joy C. Gabler
FROM: Bill Potter
DATE: May 28, 2021
FOR: (X) Board Meeting
() Superintendent's Cabinet
FOR: () Information
(X) Action

Date you wish to have your item considered: June 9, 2021

ITEM

Consider approval of agreement with Mangini Architecture for architectural services of the new shade structure for Hamilton, Jefferson, Kennedy, King, Monroe, Richmond, Roosevelt, Simas, & Wilson Schools.

PURPOSE

Mangini Architects to provide the District with architectural services for a new shade structures.

FISCAL IMPACT

Architectural costs for this project are estimated to be \$45,000.

RECOMMENDATION

Approve agreement with Mangini Architects for architectural services of the new shade structures at multiple campuses



MANGINI

ARCHITECTURE
INGENUITY

McLAIN BARENG MORRELLI SCOTT

MANGINI ASSOCIATES INC.
4320 West Mineral King Avenue
Visalia, California 93291

www.mangini.us
(559) 627-0530 *Office*
(559) 627-1926 *Fax*

Architect's Project No.: 2134

**AGREEMENT BETWEEN
OWNER AND ARCHITECT FOR**

**ONE NEW SHADE STRUCTURE AT
SIMAS ELEMENTARY SCHOOL**

AGREEMENT made as of May 27, 2021,

BETWEEN the **Owner** (hereafter referred to as Owner):

HANFORD ELEMENTARY SCHOOL DISTRICT
714 N. White Street
Hanford, CA 93230

and the **Architect** (hereafter referred to as Architect):

MANGINI ASSOCIATES INC.
4320 W. Mineral King Avenue
Visalia, CA 93291

For the following **Project**:

(1) NEW SHADE STRUCTURE AT SIMAS ELEMENTARY SCHOOL
870 Davis Street
Hanford, CA 93230

The Owner and the Architect agree as follows:

ARTICLE 1 - INITIAL INFORMATION

1.1 This Agreement is based on the Initial Information set forth in this Article 1.

1.2 THE PROJECT'S PHYSICAL CHARACTERISTICS

1.2.1 Site improvements for one new shade structure.

1.3 SHADE STRUCTURES BY OWNER

1.3.1 Shade Structures provided by Owner under separate contract shall be standard, 30' x 40'.

- .1** The Shade Structure shall be installed with all necessary sawcutting, earthwork, and concrete footings.
- .2** The Shade Structure shall include rain gutters and downspouts.
- .3** The Shade Structure columns and framing shall be galvanized.

1.5 SITE PREPARATION CONSTRUCTION BY OWNER

1.5.1 Site preparation construction provided by Owner under separate contract shall include the following:

- .1** Repairs to landscape irrigation system and reseeding of damaged lawn areas.
- .2** Compliance with accessibility requirements of DSA.

1.6 FINANCIAL INFORMATION

1.6.1 The Owner's budget for the Project is unknown.

1.7 SCHEDULE INFORMATION

1.7.1 The Owner intends to use the Project beginning upon completion at the end of 2021 or early 2022.

1.8 PROCUREMENT INFORMATION

1.8.1. The Owner intends to procure the project based on a single general contract for site preparation and a separate piggy-back agreement for the shade structure and foundations.

1.9 The Owner and the Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services, and the Architect's compensation.

ARTICLE 2 - ARCHITECT'S RESPONSIBILITIES

2.1 The Architect shall provide the professional services as set forth in this Agreement.

2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar conditions. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

2.3 COMPLIANCE WITH LAW

2.3.1 The Architect shall provide services in accordance with applicable Federal, State, and local laws, regulations and directives.

2.3.2 With respect to Architect's employees, Architect shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.

2.3.3 The Architect shall be properly licensed as an architect under the laws of the State of California during the term of this Agreement.

ARTICLE 3 - SCOPE OF ARCHITECT'S BASIC SERVICES

3.1 BASIC SERVICES

3.1.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary architectural and engineering services. Services not set forth in Article 3 are Additional Services.

3.1.2 The Architect's drawings and specifications shall comply with the California Building Code and be submitted to the Division of the State Architect (DSA) as required.

3.1.3 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made without the Architect's approval.

3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for approval of governmental authorities having jurisdiction over the Project.

3.2 CONSTRUCTION DOCUMENTS SERVICES

3.2.1 The Architect shall provide services for site preparation as described in Paragraphs 1.2 and 1.3 above.

3.2.1 The Architect shall prepare a preliminary evaluation of the Owner's stated needs, schedule and budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

3.2.3 In conjunction with the Owner, the Architect shall visit the site to establish shade structure location, observe existing grades, and observe site conditions.

3.2.4 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

3.2.5 The Architect shall prepare drawings describing site preparation required for the installation of shade structures, connections to existing power and fire alarm and detection systems required for the installation of shade

structures, installation of fire alarm and detection systems within the shade structures, and raceway systems for connection to existing communications and data systems.

3.2.6 The Architect shall submit to the Owner a preliminary Statement of the Probable Cost of the Work prepared in accordance with Section 6.3.

3.3 AGENCY APPROVAL SERVICES

3.3.1 The Architect shall provide services to assist the Owner in obtaining approval from the governing governmental agencies, local fire authority, and DSA.

3.4 CONSTRUCTION PHASE SERVICES

3.4.1 Subject to the terms of Paragraphs 3.2, 3.4.3, 3.4.4, 3.4.5, 3.4.6 and 3.4.7, the Architect shall provide construction phase services consisting of the following:

- .1** Visit the site twice after completion of the Work for punchlist review.
- .2** Review submittals, respond to requests for information, process applications for payment as needed.
- .3** Assist the Owner in obtaining and submitting documentation necessary for DSA certification and closeout of the Project.

3.4.2 General

3.4.2.1 Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and Architect.

3.4.2.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The Architect shall not be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents. The Architect shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor, or of any other persons performing portions of the Work.

3.4.2.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

3.4.3 Evaluations of the Work

3.4.3.1 As part of Basic Services, the Architect shall visit the site **two times** after project completion to generally observe the quality of the Work and to determine in general if the Work was performed in accordance with the Contract Documents. The Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed of the progress and quality of the portion of the Work, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

3.4.3.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor,

Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work.

3.4.3.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness. The Owner will be the final interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by the Contractor. The Owner shall not disregard the Architect's interpretation without good cause.

3.4.3.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for the results of interpretations or decisions rendered in good faith.

3.4.3.5 The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

3.4.4 Certificates of Payment to Contractor

3.4.4.1 The Architect shall review and certify the amounts due the Contractor and shall issue certifications in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observations at the site as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Notice of Completion, (2) to results of subsequent tests and inspections, (3) to minor deviations from the Contract Documents correctable prior to completion, and (4) to specific qualifications expressed by the Architect.

3.4.4.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

3.4.5 Submittals

3.4.5.1 The Architect shall review and take appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the construction of the Owner or of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review.

3.4.5.2 Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions, or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's review of a specific item shall not indicate approval of an assembly of which the item is a component.

3.4.5.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings

and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon such the accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

3.4.5.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that includes the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within the time frames agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

3.4.6 Changes in the Work

3.4.6.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involving an adjustment in the Contract Sum or an extension of the Contract Time.

3.4.6.2 The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

3.4.7 Project Completion

3.4.7.1 The Architect shall conduct inspections to determine the date of Notice of Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

3.4.7.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

3.4.7.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid to the Contract, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

3.4.7.4 The Architect shall assist the Owner in obtaining and submitting documentation necessary for DSA certification and closeout of the Project.

3.5 OPTIONAL BASIC SERVICES

NO OPTOINAL BASIS SERVICES REQUESTED

ARTICLE 4 - ADDITIONAL SERVICES

4.1 The Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if authorized or confirmed in writing by the Owner. Compensation for Additional Services shall be as provided in Section 11.2, in addition to compensation for Basic Services.

4.2 Additional Services may be provided after execution of this agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this

Article 4 shall entitle the Architect to compensation pursuant to Section 11.2 and an appropriate adjustment in the Architect's schedule.

4.2.1 Upon recognizing the need to perform additional services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide Additional Services until the Architect receives the Owner's written authorization.

4.3 ADDITIONAL SERVICES

4.3.1 Additional Construction Document Services:

- .1** Establish existing grades.
- .2** Prepare drawings of connection to existing telephone, intercom / master clock, burglar alarm, and data systems.
- .3** Prepare drawings of new power utility service and coordinate with power utility provider.
- .4** Prepare drawings of replacement of existing fire alarm panel.
- .5** Prepare drawings of domestic water, sewer, and gas utility services.
- .6** Prepare drawings of modifications to the existing storm drain system, or of new storm drain system.
- .7** Prepare drawings of fire protection systems mandated by the authority having jurisdiction, including fire hydrants, fire sprinkler systems, water piping and other fire protection equipment.
- .8** Prepare drawings for repairs to the existing landscaping and sprinkler irrigation system.
- .9** Prepare drawings for new Path of Travel lighting as required by DSA.

4.3.2 Additional Bidding Services: The Architect shall assist the Owner in obtaining either competitive bids as follows:

- .1** Develop and prepare (1) bidding and procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary, and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and specifications that may include bidding requirements and sample forms;
- .2** Procure the reproduction of Bidding Documents for distribution to prospective bidders;
- .3** Distribute Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .4** Organize and conduct a pre-bid conference for prospective bidders;
- .5** Prepare responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda;
- .6** Organize and conduct the opening of the bids, and subsequently documenting and distributing bid results, as directed by the Owner.
- .7** The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

4.3.3 Additional Site Review Services: Subject to the terms of Paragraph 3.4, the Architect shall provide additional site visits and construction contract administration as requested by the Owner.

4.3.4 Assisting the Owner in soliciting pricing from shade structure manufacturers.

4.3.5 Attending meetings requested by the Owner in excess of the initial review of the scope of work, the site approval, and the inspection to determine Notice of Completion.

4.3.6 Providing services related to research, design, and drawings for concrete foundation system, if required.

4.3.7 Providing services to procure final DSA approval of projects by other Architects not previously closed out.

- 4.3.8** Providing coordination of Work performed by separate contractors or by the Owner's own forces.
- 4.3.9** Providing services to make measured drawings existing site improvements and existing utilities available on the site, or to verify the accuracy of drawings or other information furnished by the Owner.
- 4.3.10** Providing special surveys, environmental studies and submissions required for approval of governmental authorities having jurisdiction over the Project.
- 4.3.11** Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.
- 4.3.12** Providing Detailed Estimates of Construction Costs, including estimates for the purpose of obtaining OPSC site grants; analyses of owning and operating costs, or detailed quantity services or inventories of material, equipment and labor.
- 4.3.13** Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project, including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method.
- 4.3.14** Services necessitated by concealed or unknown conditions encountered during the progress of the Work.
- 4.3.15** Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws, or regulations or official interpretations.
- 4.3.16** Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors.
- 4.3.17** Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique systems designs, in-depth material research, energy modeling, or LEED or CHPS certification.
- 4.3.18** Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients.
- 4.3.19** Providing services relative to future facilities, systems or equipment.
- 4.3.20** Providing services to investigate existing conditions or facilities or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by the Owner.
- 4.3.21** Providing planning surveys, site evaluations or comparative studies of prospective sites.
- 4.3.22** Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.
- 4.3.23** Providing on-site project representation during construction beyond Basic Services.
- 4.3.24** Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.
- 4.3.25** Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is a party thereto.
- 4.3.26** Preparing Drawings, Specifications and supporting data and providing other services in connection with Change Orders unless such Change Orders are required due to errors or omissions of the Architect.

4.3.27 Consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing services as may be required in connection with the replacement of such Work.

4.3.28 Providing services made necessary by the default of the Contractor, or by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.

4.3.29 Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than sixty days after the Date of Notice of Completion of the Work.

4.3.30 Providing services of consultants for other than the normal architectural and electrical engineering services for the Project.

4.3.31 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

ARTICLE 5 - OWNER'S RESPONSIBILITIES

5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints, and criteria, including space requirements and relationships, flexibility and expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

5.3 The Owner shall contract with the shade structure manufacturer to provide the shade structures. The Owner shall provide purchase order information to the shade structure manufacturer to allow for the release of shade structure drawings to the Architect, for the Architect's use.

5.3.1 The Owner shall provide site preparation construction required by Paragraph 1.4 under separate contract or with the Owner's own forces.

5.2.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides benefits, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. If the Owner selects accelerated, phased, or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

5.3 The Owner shall identify a representative authorized to act in the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal description shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wet-lands;

adjacent drainage; flood plain designations; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines both public and private, above and below grade, including inverts and depths. All information on the survey shall be referenced to a Project benchmark.

5.5 The Owner shall furnish the services of geotechnical engineers and other consultants when such services are deemed necessary by the Architect. Such services shall include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluations, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance appropriate to the services provided.

5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

5.8 The Owner shall furnish all legal, insurance, and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

5.10 The Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Architect's services and of the Work.

5.11 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 - COST OF THE WORK

6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct of all elements of the Project designed or specified by the Architect and shall include the cost of the shade structures and the contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary statement of the Probable Cost of the Work, and updated Statements of Probable Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Project budget for the Cost of the Work or from any Statement of Probable Cost of the Work prepared by the Architect.

6.3 In preparing Statements of Probable Cost of the Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the scope of the Project; and to include in the Contract Documents alternate bids to adjust the Probable Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's opinion of the Probable Cost of the Work shall be based on current area, volume, or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

6.4 If the Bidding Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

6.5 If at any time the Architect's opinion of the Probable Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

ARTICLE 7 - OWNERSHIP AND USE OF DOCUMENTS

7.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The Architect's Instruments of Service shall be the property of the Owner as provided by Education Code Section 17316, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement.

7.2 This Agreement creates a non-exclusive and perpetual license for Owner to copy, use, modify, reuse, or sub-license any and all copyrights, designs, and other intellectual property embodied in the Architect's Instruments of Service, including drawings, specifications, studies, estimates, and other documents, or any other works of authorship fixed in any tangible medium of expression, including, but not limited to, physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by Architect pursuant to this Agreement. This transfer of rights pertains not only to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) but as they relate or may relate to other projects, provided that any invalidity of such license in relation to such other projects shall not affect the validity of such license in relation to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project under Education Code Section 17316. This Agreement is an express transfer of rights as specified in Education Code Section 17316(b).

7.3 Architect represents and warrants that Architect has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Architect's Instruments of Service that Architect or its consultant's prepares or causes to be prepared pursuant to this Agreement. The Architect shall indemnify and hold the District harmless pursuant to Section 7.2 of this Agreement for any breach of this Article 7. The Architect makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates, or other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings, that were prepared by design professionals other than Architect and provided to Architect by the Owner.

7.4 The parties acknowledge the the Architect's Instruments of Service are not represented to be appropriate for re-use without modification. Any reuse by Owner of documents prepared under this Agreement, without employing the services of Architect, shall be at Owner's own risk. In the event the Owner reuses or modifies the the Architect's Instruments of Service developed by the Architect pursuant to this Contract for purposes other than that for which they are contemplated, the Owner shall hold the Architect harmless for damages and expenses caused by the Owner's use or modification of the Architect's Instruments of Service, and the parties agree that the provisions of this Article shall be the terms and conditions for the reuse as authorized by Education Code Section 17316(c).

ARTICLE 8 - CLAIMS AND DISPUTES

8.1 GENERAL

8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or relating to this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Notice of Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except as such rights as they may have to the proceeds of such insurance as is required by the General Conditions of the Contract for Construction. The Owner or Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, with limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Article 9.

8.2 MEDIATION

8.2.1 If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be shared equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 60 days, either party may pursue litigation to resolve the dispute.

8.2.2 Demand for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for mediation shall be made within reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such a claim, dispute or other matter in question would be barred by California statutes of limitations.

ARTICLE 9 - TERMINATION OR SUSPENSION

9.1 The right to terminate this Agreement under this provision may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under the Agreement.

9.2 TERMINATION WITHOUT CAUSE

9.2.1 The Owner may terminate this Agreement upon not less than 7 days' written notice to the Architect for Owner's convenience and without cause.

9.3 SUSPENSION OF THE PROJECT

9.3.1 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

9.3.2 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than 7 days' written notice.

9.4 TERMINATION WITH CAUSE

9.4.1 Either party may terminate this Agreement upon not less than 7 days' written notice should the other party fail to substantially perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

9.4.2 Failure of the Owner to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

9.4.3 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give 7 days' written notice to the Owner before suspending services. Before resuming services, the Architect shall be paid all sums due prior to suspension services and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fee for the remaining services and the time schedules shall be equitably adjusted.

9.4.4 Either party may terminate this Agreement upon not less than 7 days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

9.5 EFFECTS OF TERMINATION

9.5.1 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.5.2.

9.5.2 Termination Expenses are in addition to compensation for the Architect's services and include expenses which are directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of services not performed by the Architect.

9.5.3 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7.

ARTICLE 10 - MISCELLANEOUS PROVISIONS

10.1 This Agreement shall be governed by the law of the State of California.

10.2 The Owner and the Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to this Agreement. Neither the Owner nor Architect shall assign this Agreement without the written consent of the other.

10.3 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

10.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

10.5 Unless otherwise provided in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

10.6 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

ARTICLE 11 - COMPENSATION

11.1.1 For the Architect's Basic Services and Optional Basic Services described in Article 3, the Owner shall compensate the Architect on the basis of a stipulated sum as follows:

<u>DESCRIPTION</u>	<u>BASIS</u>	<u>AMOUNT</u>
Basic Services described in Article 3:		
1 Shade Structures	<u>Lump Sum</u>	<u>\$ 5,000.00</u>
Total Compensation for Basic and Optional Basic Services:		\$5,000.00

11.2 ADDITIONAL SERVICES

11.2.1 For Additional Services that may arise during the course of the Project, the Owner shall compensate the Architect on the basis of a stipulated sum agreed to by the parties, or on an hourly basis, plus compensation for reimbursable expenses.

11.2.2 When compensation for Additional Services is on an hourly basis, compensation for Additional Services of the Architect's consultants will be computed at a rate of 1.10 times the amount billed to the Architect for such services.

11.2.3 For Reimbursable Expenses incurred in the furnishing of Additional Services, compensation will be computed at a rate of 1.10 times the amount of expenses incurred by the Architect and the Architect's Consultants.

11.3 HOURLY BILLING RATES

11.3.1 The hourly billing rates for services of the Architect are set forth below:

Standard Hourly Billing Rates Schedule:

Principal Architect	\$ 205.00
Architect III	165.00
Architect II	145.00
Architect I	130.00
Construction Administrator III	145.00
Construction Administrator II	120.00
Construction Administrator I	110.00
Business Manager	155.00
Project Manager	150.00
Interior Designer II	90.00
Interior Designer I	70.00
Drafting Technician IV	110.00
Drafting Technician III	100.00
Drafting Technician II	90.00
Drafting Technician I	70.00
Administrative Asst. II	90.00
Administrative Asst. I	50.00

The above rates are effective through December 31, 2021. Work continuing beyond December 31, 2021, shall be subject to increases in the above noted schedule based on Engineering News Record's, "Cost of Living Index Adjustment", until this agreement is modified.

11.4 COMPENSATION FOR REIMBURSABLE EXPENSES

11.4.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's consultants directly related to the Project, as follows:

- .1 Transportation in connection with the project shall be compensated at the yearly established rate as permitted and published by the Internal Revenue Service for compensated mileage.
- .2 Expense of out of county meals and lodging in connection with the Project.
- .3 If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates.
- .4 Expense of renderings, models and mock-ups requested by the Owner.
- .5 Expense of additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and Architect's consultants.
- .6 Expense of reproductions, postage and handling of Drawings, Specifications, and other documents required for approval, bidding, and construction of the Project in the Owner's interest, excluding reproductions for the office use of the Architect and the Architect's consultants.

11.4.2 For Reimbursable Expenses, compensation will be computed at a rate of 1.10 times the amount of expenses incurred by the Architect and the Architect's Consultants.

11.5 PAYMENTS TO THE ARCHITECT

11.5.1 Payments for services and reimbursable expenses shall be made monthly and, where applicable, shall be in proportion to services performed.

11.5.2 Payments are due and payable upon presentation of the Architect's invoice.

11.5.3 Amounts unpaid 30 calendar days after the 5th of the month shall bear interest at the rate of 1-1/2%.

11.6 PAYMENTS WITHHELD

11.6.1 The Owner shall not withhold amounts from the Architect's compensation to impose penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

11.7 ARCHITECT'S ACCOUNTING RECORDS

11.7.1 Architect shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement, including but not limited to Reimbursable Expenses and expenses pertaining to Additional Services. In addition, architect shall maintain complete and accurate records with respect to any payments to employees or subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. Upon request, Architect shall make such records available within Tulare County to the Auditor of Owner and to its agents and representatives, for the purpose of auditing and/or copying such records for a period of 5 years from the date of final payment under this Agreement.

ARTICLE 12 - INSURANCE PROVISIONS

12.1 General Liability Insurance: Without limiting Architect's indemnification, Architect shall secure and maintain, at its sole cost and expense during the term of this Agreement, a comprehensive general liability insurance policy with combined single limits of \$2,000,000.00 per occurrence, with an General Aggregate limit of \$4,000,000.00.

12.1.2 Upon request, the Owner shall be named as an additional insured on the policy by endorsement. A certificate of insurance will be provided. Written notification from the carrier will be provided to the Owner, at least 30 days prior to cancellation, for failure to renew or cancellation of coverage.

12.2 Worker's Compensation Insurance: Prior to the commencement of services under this Agreement, the Architect shall furnish to the Owner satisfactory proof that the Architect, for the period of this Agreement, is providing workers' compensation insurance with \$1,000,000.00 coverage for all persons whom they may employ in carrying out the Work contemplated under this Agreement in accordance with the Workers' Compensation Laws of the State of California.

12.3 Professional Liability Insurance: Prior to commencement of services under this Agreement, the Architect shall furnish to the Owner satisfactory proof that the Architect has Professional Liability Insurance (errors and omissions) with limits of \$1,000,000.00 per claim/\$2,000,000.00 annual aggregate. This insurance shall be maintained in force during the entire period of time the Architect renders service to the Owner under this Agreement.

ARTICLE 13 - SPECIAL PROVISIONS

13.1 INDEMNIFICATION

13.1.1 The Architect agrees, to the fullest extent permitted by law, to indemnify and hold the Owner harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Architect's negligent acts, errors or omissions in the performance of professional services arising out of this Agreement and those of his or her subconsultants or anyone for whom the Architect is legally responsible. The Architect is not obligated to indemnify the Owner, agents, and employees in any manner whatsoever for the Owner's own negligence.

13.1.2 The Owner agrees, to the fullest extent permitted by law, to indemnify and hold the Architect harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Owner's negligent acts, errors or omissions arising out of this Agreement and those of its agents, officers and

employees. The Owner is not obligated to indemnify the Architect in any manner whatsoever for the Architect's own negligence.

13.1.3 This indemnification specifically includes any claims that may be made against Owner by any taxing authority asserting that an employer-employee relationship exists by reason of this agreement. The Architect specifically agrees to hold harmless and indemnify the Owner for any and all claims arising out of any injury, disability, or death of the Architect's employees or agents to the extent that the above are caused by the negligent acts, errors, or omissions of the Architect. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement, subject to the applicable statute of limitations.

13.2 FINGERPRINTING

13.2.1 Pursuant to California Education Code Section 45125.1, before any agents or employees of Architect may enter school grounds where they may have any contact with pupils, Architect shall submit fingerprints of its employees in a manner authorized by the California Department of Justice, together with a fee determined by the Department of Justice. Architect shall not permit any employee to come in contact with pupils of School District until the Department of Justice has ascertained that the Architects employees have not been convicted of a felony as defined in Education Code Section 45122.1.

13.2.2 Architect shall provide School District with a written list of the names of its employees who may come in contact with pupils before commencement of work. Architect shall certify, in a form provided by School District, in writing to the School District, under penalty of perjury, that it has complied with the requirements of Education Code Section 45125.1, and that none of its employees who may come in contact with pupils have been convicted of a felony as defined in Education Code Section 45122.1, based upon the information Architect has received from the Department of Justice.

13.2.3 If Architect believes that its employees will have only limited contact with pupils and should therefore be exempted from these requirements, Architect must contact the School District with its request for exemption within 15 days prior to the commencement of work. The request for exemption must specify the grounds for such proposed exemption, considering the totality of circumstances, including but not limited to the length of time Architect will be on school grounds, whether pupils will be in proximity to the site where the Architect's employees are working, and whether the Architect's employees will be working by themselves or with others. Whether to grant or deny the exemption is within the sole discretion of the School District governing board.

13.3 ASSURANCES OF NON-DISCRIMINATION

13.3.1 Architect expressly agrees that it will not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

13.4 INDEPENDENT CONTRACTOR STATUS

13.4.1 This Agreement is entered into by both parties with the express understanding that Architect will perform all services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute the Architect or any of its agents, employees or officers as an agent, employee or officer of Owner. Architect agrees to advise everyone it assigns or hires to perform any duty under this Agreement that they are not employees of Owner. Subject to any performance criteria contained in this Agreement, Architect shall be solely responsible for determining the means and methods of performing the specified services and Owner shall have no right to control or exercise any supervision over Architect as to how the services will be performed. As Architect is not Owner's employee, Architect is responsible for paying all required state and federal taxes. In particular, Owner will not (1) withhold FICA (Social Security) from Architect payments, (2) make state or federal unemployment insurance contributions on Architect's behalf, (3) withhold state or federal income tax from payments to Architect, (4) make disability insurance contributions on behalf of Architect, (5) obtain unemployment compensation insurance on behalf

of Architect. Notwithstanding this independent contractor relationship, Owner shall have the right to monitor and evaluate the performance of Architect to assure compliance with this Agreement.

13.5 MANUFACTURER'S PRODUCT DATA

13.5.1 To the extent the Architect collects product manufacturer materials disclosing product contents, the Owner acknowledges that it is not relying on the Architect for any analysis of material composition or the human or environmental health impacts of specific material selections. Any assessments or evaluations of this kind should be conducted by a toxicologist or other trained professionals retained by the Owner.

ARTICLE 14 - SCOPE OF THE AGREEMENT

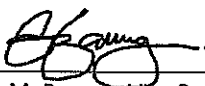
14.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the terms set and agreed upon as of the day and year first written above.

OWNER
HANFORD ELEMENTARY SCHOOL DISTRICT

ARCHITECT
MANGINI ASSOCIATES INC.

By: _____
Joy Gabler, Superintendent

By:  _____
Gilbert M. Bareng, Vice President, C33544

HANFORD ELEMENTARY SCHOOL DISTRICT
HUMAN RESOURCE DEPARTMENT

AGENDA REQUEST FORM

TO: Joy Gabler

FROM: Jaime Martinez

DATE: May 28, 2021

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

☐ Information
☒ Action

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **June 9, 2021**

ITEM: Hear public comments and consider approval of negotiated amendments to the 2019-2022 Collective Bargaining Agreement with the Hanford Elementary Teachers Association (HETA).

PURPOSE: To comply with the requirement of Government Code Section 3547 for hearing of public comments prior to approval of amendments to HETA's 2019-2022 Collective Bargaining Agreement and authorize implementation of the Tentative Agreements. HETA ratified the Tentative Agreement on June 1, 2021.

FISCAL IMPACT: The costs of the negotiated contract amendments and funding sources are attached.

RECOMMENDATION: Hear public comments and amendments.

Tentative Agreement 2021-2022
May 21, 2021

ARTICLE 11: SCHOOL CALENDARS AND WORK YEAR

A. Traditional School Calendar

1. Returning teachers shall be required to report back to school no more than five (5) working days (this includes up to three (3) P.D. days) before students arrive for the beginning of the new school year. Teachers shall be required to participate in up to three (3) P.D. Days, one (1) day of management-directed staff training and one day for teacher instructional preparation. If it is necessary for the teacher to leave the school site for that preparation, the teacher shall notify the school site principal or school operations officer.
2. New teachers may be required to report to work no more than five (5) days in advance of returning teachers to participate in management-directed inservice training. They shall be compensated at the K-6 substitute teacher rate of pay based on ½ day or full day of work. In the event a teacher is hired after the school year has commenced, the principal shall be responsible for orientation prior to the teacher being placed in a classroom, except in cases of emergency.
3. The work year for Unit Members shall contain the following elements:

180 student days

1 teacher/Nurse work day before students arrive

1 management-directed activity day before students arrive

*2 Parent/Teacher conference days within the school year

 3 Professional Development days

187 DAYS TOTAL

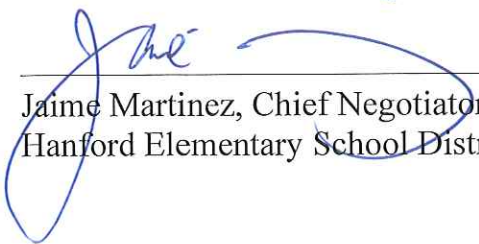
* With regards to the work year for school nurses, nurses shall return to work two days prior to the teacher work year and will not work on parent/teacher conference days.

4. A minimum student attendance day shall be scheduled on the last day of school. A minimum day shall be scheduled on the work day preceding the Memorial Day holiday, Winter recess, and Spring recess.
 - a. Inservices, staff meetings and other such District-initiated activities shall not be scheduled on the minimum days described above. This does not apply to check out duties on the last day of school.
 - b. The beginning and ending times for instruction on minimum days shall be determined by the Administration in accordance with student transportation schedules.
5. Student minimum days shall be scheduled for collaboration, P.D., portfolio days, employee recognition, additional parent conferences, and student assessment.
6. In the event an emergency necessitates the canceling of any student days at a school site or district-wide, only the number of days and minutes needed to comply with applicable State Education Code requirements shall be rescheduled.
7. Inservices, staff meetings, and other school site and/or District initiated activities shall not be scheduled on the student attendance day immediately preceding a scheduled holiday.

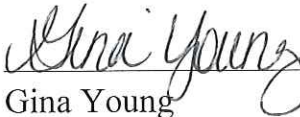
Article 11 will remain status quo for the negotiations of the 2021-2022 amendments to the 2020-23 Collective Bargaining Agreement

FOR THE DISTRICT:

FOR HETA:


Jaime Martinez, Chief Negotiator
Hanford Elementary School District

5/21/21
Date


Gina Young
Negotiations Chair

5/21/21
Date

Tentative Agreement 2021-2022
May 21, 2021

ARTICLE 18: EMPLOYEE GROUP HEALTH AND WELFARE INSURANCE BENEFITS

A. Full-time Employees

For each member of the bargaining unit who is a full-time employee, the District shall provide the following health and welfare benefits to the unit member and his/her eligible dependents; effective the first of the month following the first day in paid status or eligibility subject to timely submission of enrollment forms:

1. Medical Insurance:

Prudent Buyer Hospital/Prudent Buyer Professional Services medical insurance, Plan 80-G \$30.00, administered by Self-Insured Schools of California (SISC) under a Joint Powers Agreement (JPA). The benefits of the Plan shall be in accordance with the Plan description presented by SISC to the Association and any future amendments thereto approved by the JPA.

- a. The SISC medical insurance program shall include chiropractic services, a behavioral health program, and prescription drug benefits under a SISC pharmacy and mail order program.
- b. Disputed claims which have not been resolved by the normal claims administration process shall be directed to the SISC Claims Administrator according to the appeal process identified in the SISC Medical Plan Document.

2. Dental Insurance

An incentive 70, 80, 90, 100 percent dental insurance program.

3. **Vision Insurance**

A vision insurance plan substantially equal to the plan in effect on June 30, 1995.

4. **Life Insurance**

- a. A level term life insurance plan paying on the death of a bargaining unit member under age 65, from any cause authorized by the plan provider, the amount of fifty thousand dollars (\$50,000) to the beneficiary named by the unit member. Bargaining unit members over age 65 shall be eligible for a reduced benefit amount as set forth in the policy established by the insurance company. Benefits terminate upon retirement or upon termination of active employment (under age 65). However, early retirees may continue life insurance benefits at their own expense if they meet eligibility criteria of an employee retiring as stated under section E.1.b.
- b. During unpaid leave for any reason, life insurance will be discontinued (per the insurance company) unless a waiver of premium is requested by the employee and approved by the insurance company or the unpaid leave qualifies under a protected status.

- 5. Effective October 1, 2020 2021 and continuing through September 30, 2021-2022 and thereafter, the maximum monthly District contribution toward the total premium costs for these benefits set forth above shall be \$1,256.58-\$1,278.11 per month per employee or a maximum annual District contribution of \$14,946.96 \$15,078.96 \$15,337.32 for 2020-2021-2021-2022 and thereafter, unless otherwise negotiated by the parties.

6. Monthly payroll deductions beginning October 1, 2021 2022 for the difference between the maximum District contribution and the actual cost established for bargaining unit members' total health benefit costs shall commence with the pay warrant for the first month for which costs exceed the maximum District contribution defined in subsection 5. above.
7. During the term of this contract either party reserves the right to initiate and review possible changes in health benefits, cost containment, and/or retiree participation provisions. Any changes in Plan benefits shall be mutually agreed upon.
8. Changes in carriers are at the discretion of the District so long as the benefits provided by the new carrier are substantially equal to, or better than, the benefits provided by the previous carrier.
9. Spouses, domestic partners and dependents of District employees who have health plan benefits through their employer shall use such benefits as primary coverage.
10. The following provisions shall regulate health benefit coverage:
 - a. A year's full-time service by the unit member shall entitle him/her to twelve (12) months of medical, dental, and vision insurance coverage.
This does not apply to retiring teachers who will move to the retiree group the first of the month following their last work-day.
 - b. A regular full-time teacher hired after the beginning of the school year who provides less than a full year, but at least four (4) months or more

of service during the instructional year, shall receive medical, dental, and vision benefit coverage through August 31 of that year. Life insurance ends on the last day of the month worked.

- c. For teachers whose employment is terminated prior to the fulfillment of their contract, the District contribution to insurance coverage shall be terminated on the first of the month following termination of employment. Life insurance ends on the last day of the month worked.

B. Part-time Employees

District support of those teachers who work less than full-time, shall be as follows:

1. Teachers who work at least half-time, but less than full-time, shall receive the proportionate amount of maximum District contributions extended to full-time teachers; and
2. Teachers who are contracted to work less than half-time shall receive no District support for insurance coverage.
3. Part-time teachers eligible for pro rata benefits shall have the following options in regard to insurance coverage:
 - a. Apply the District contribution to any one, several, or all of the available health plan(s), and authorize payroll deductions to make up the difference in cost, if any, for full coverage under the plan(s) selected. Life insurance must be maintained when participating in any of the available health plan options.
 - b. Decline any segment of the program and not be covered by that part of the insurance program.

- c. District contributions may be applied toward available District group medical health insurance plans only.

C. Health Insurance During Leaves of Absence

1. Paid Leave of Absence - Disability - The District shall pay the regular or prorated share of District contributions for the teacher's insurance coverage as described in this article throughout paid leaves due to illness, pregnancy, or disability.
2. Unpaid Family Care Leave - The District shall maintain the regular or prorated share of District contributions for the teacher's group medical, dental and vision insurance coverage provided that coverage was in place before he/she took the leave, for up to twelve (12) weeks of Family Care Leave per year. If the employee fails to return to district employment after the expiration of the leave, for any reason other than the continuation, recurrence, or onset of a serious health condition, other circumstances beyond his/her control, or returns to work and fails to either work for 30 days or retires, the employee shall reimburse the district for premiums paid during the family care and medical leave. (20 USC 2614; Government Code 12954.2; 29 CFR 800.213). For Family Care Leave exceeding twelve (12) weeks in any twelve-month period, the teacher may elect continuation of group insurance(s) at his/her own expense as described in subsection 3. below.
3. Unpaid Leave of Absence - During District-approved unpaid leave, except as provided for Family Care Leave, the District will make no contributions to the cost of insurance plans. It shall be the teacher's responsibility to make the required monthly premium payments toward his/her medical, dental, vision

insurance coverage to the District when due if s/he elects to maintain insurance coverage during the leave.

D. Continuity of Benefits

Except as otherwise provided or limited in this Article, the health and life insurance benefits provided in this Article and the District's contribution thereto shall remain in effect during the term of this Agreement and/or until a successor Agreement is effected, except that the District shall not be bound to pay the premiums for any individual engaged in any strike.

E. Retiree Health Plan Benefits

1. District-Paid Group Insurance

- a. The District will contribute to the total premium cost for group medical and dental insurances maintained by the District the same amount for any retiree and his/her eligible dependents, as it contributes for active employees, until such time as the retiree reaches age sixty-five (65), provided said retiree meets the eligibility requirements as specified below.
- b. Eligibility
 - (1) The retiree must have served in the District during the last five (5) years prior to retirement and must have served a total of at least thirteen (13) years in the District.
 - (2) Such continued coverage is available only for retirees who maintained coverage as an active employee and sign up for continued coverage immediately after the end of their employment without a break in coverage.

- (3) The retiree shall have reached age fifty-five (55). (Note: Board-approved paid leave shall count as service to the District for purposes of eligibility for this benefit.)
 - (4) The retiree's dependents must enroll in Medicare Part "A" (Hospital Insurance) when eligible for such enrollment without cost to the retiree and/or his/her dependents.
 - (5) The retiree's dependents must enroll in Medicare Part "B" (Medical Insurance) upon attainment of age sixty-five (65).
- c. At such time as the benefits under this Article expire, the retiree may elect to continue these benefits at his/her own cost as provided in Section 2 below.

2. **Retiree-Paid Group Insurance**

Teachers retiring after their fifty-fifth (55th) birthday or retiring under STRS disability or who do not meet the service requirements shall have the option at the time of their retirement to continue membership in District's medical and dental group insurance plans at the retiree's expense.

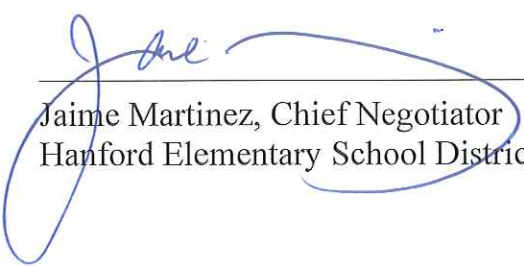
- a. Payments for benefit coverage shall be made on a monthly basis by the insured prior to the premium due date.
- b. Failure to make said timely premium payment may result in cancellation of group insurance.
- c. In order to continue such coverage beyond the insured's sixty-fifth (65th) birthday, the retiree and/or dependents shall be required to enroll in Medicare Part A. In any case, the retiree and/or dependents shall be

required to enroll in Medicare Part B by payment of the required premiums.

- d. The District agrees to inform potential retirees of the cost, payment procedures, payment changes, and premium due dates at the time of their retirement.

FOR THE DISTRICT:

FOR HETA:



Jaime Martinez, Chief Negotiator
Hanford Elementary School District

5/21/21

Date



Gina Young
Negotiations Chair

5/21/21

Date

Tentative Agreement 2021-2022
May 21, 2021

ARTICLE 20: SALARY

A. Salary Schedules

1. Teacher Salary Schedules and the Nurse Salary Schedule in effect for 2020-2021 ~~shall remain the same for 2020-2021~~ be increased by three point five percent (3.5%) effective July 1, 2021 (see Appendices A in this Agreement).
2. Teachers shall be compensated in accordance with the Credentialed Teacher Salary Schedule or Non-Credentialed Teacher and Intern Salary Schedule "B", as appropriate.
3. Nurses shall be compensated in accordance with the Nurse Salary Schedule "C", as appropriate.

B. Initial Salary Schedule Placement for Teachers

The following factors shall be considered for initial placement on the Teacher Salary Schedule:

1. Effective with the 2003-2004 school year, year-for-year teaching experience shall be granted for placement on the salary schedule.
 - a. One (1) year of teaching credit shall be given for each year in which teaching service was rendered for seventy-five percent (75%) or more of the teaching year.
 - b. One (1) year of teaching credit shall be given for every two (2) years of teaching service rendered on a half-time contract (i.e., two (2) certificated employees sharing one (1) job) or ½ time teacher.

2. Unit computation shall be weighed on a semester-unit basis. Quarter (1/4) units are converted to semester units by multiplying the quarter (1/4) units by two-thirds (2/3).
3. Placement on the appropriate Salary Schedule and Column shall be in accordance with the educational and credential requirements identified on the Salary Schedules.
4. Tenured teachers returning to the District after resigning shall be subject to California Education Code, Sections 44848.
5. For purposes of initial salary schedule placement, teaching experience shall be verified by the District. Initial salary schedule placement shall be based on official transcripts of all college credits received and verified by the District on or before August 12, or on the date of employment if after August 12.
6. The initial offer of employment shall be based on verified units which have been received by the District on the date of the offer of employment.
7. A teacher employed by the District at the time s/he enters military service will be given credit for each year of service experience upon resumption of his/her employment by the District.
8. For initial placement purposes, only upper division and/or graduate units earned **after** receipt of a Bachelor's Degree shall be used, except that such units earned during the semester immediately preceding the receipt of the Bachelor's Degree for which post baccalaureate credit was given by the awarding institution shall also be applied. Post baccalaureate credit must be noted on the transcript.

C. Salary Schedule Advancement for Teachers

1. Advancement from Column to Column is based upon increments of fifteen (15) semester units which were graded "pass" or "C" or better and possession of the required credential.
 - a. Units to be used after initial placement for column to column advancement on the Salary Schedule shall be upper division and/or graduate units. Lower division courses shall be counted towards column advancement if said courses are taken at the request of the District or if required for Board authorization to teach particular subjects in accordance with California Education Code provisions.
 - b. For column advancement on the Credentialed and/or the Non-Credentialed Teacher Salary Schedules, teachers shall submit official transcripts, report cards, or other means of verification deemed appropriate by the District, by no later than August 12th of each year.
2. Non-credentialed teachers shall be eligible for placement on the Credentialed Teacher Salary Schedule in accordance with the following schedule:
 - a. Effective the first contracted day of the school year, if the District receives verification of the teacher's preliminary credential on or before September 12 of that year; or
 - b. Effective February 1 if the District receives verification of the teacher's preliminary credential on or before February 10.

3. A one-step advancement on the Teacher Salary Schedule shall be granted for each school year in the District if the teacher is in paid status for the equivalent of seventy-five percent (75%) of full-time service of an established work year.
4. One (1) year of teaching credit shall be given for every two (2) years of teaching service rendered on a half-time contract in this District (i.e., two (2) certificated employees sharing one (1) job) or teacher working $\frac{1}{2}$ contract.
5. No advancement will be made for less than 50% of a full contract worked.

D. Teaching Stipends

1. The following teachers shall, in addition to their basic annual salary, be paid an annual responsibility stipend, for assignments as follows:
 - a. Resource Specialist Program Teacher \$2,000.00
 - b. Special Day Class Teacher \$2,500.00
 - c. Jefferson Charter Academy Spanish Bilingual \$2,000.00
Teacher with BCLAD certification in Spanish
 - d. Jefferson Charter Academy Spanish Bilingual \$1,200.00
Teacher without BCLAD certification in Spanish
 - e. Combination Class Teacher \$1,500.00
 - f. Split Assignment (two or more schools) \$ 825.00
(does not include band teachers)
 - g. Community Day School Teacher \$3,500.00
 - h. Instructional/Induction Coach \$4,000.00
 - i. Master's Degree \$1,200.00
 - j. Doctorate Degree \$1,014.00

Payment of these stipends shall be incorporated into the teacher's regular monthly salary payments, on a pro-rata basis.

E. Initial Salary Schedule Placement and Advancement for Nurses

1. Nurses new to the District will be placed on Step 1 of Schedule "C".
2. Nurses who worked at least 75% of the student days during an established work year shall advance each year to the next step.
3. Nurses are paid based on Salary Schedule "C" and therefore not eligible for longevity steps as available on the Credentialed Teacher Salary Schedule.

F. MISCELLANEOUS PROVISIONS

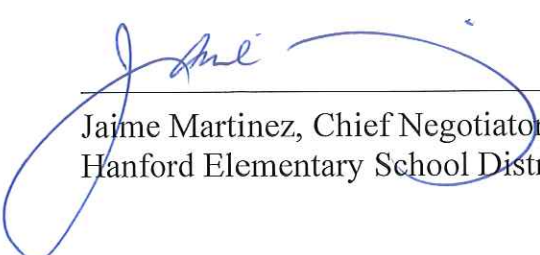
1. Any certificated employee who accepts the extension of his/her work year beyond the regular work year, as otherwise established herein, shall be paid at his/her regular per diem rate, if said extended period immediately precedes or follows the regular work year. Any teacher who agrees to provide service(s) to the District at times that do not immediately precede or follow the regular work year shall be paid at rates to be established by the District.
2. Daily Rate of Pay means the teacher's annual salary divided by the number of days in the established work year, except as otherwise provided for in this Agreement.
3. Hourly Rate of Pay means the Daily Rate of Pay divided by eight (8), except as otherwise provided in this Agreement.
4. The Average Hourly Rate of Pay for all bargaining unit members will be calculated by increasing the existing rate by the cost of living adjustment agreed

to by the bargaining unit for that year. If there is no cost of living adjustment for a designated school year, the Average Hourly Rate of Pay will remain unchanged.

5. The sharing of teaching contracts shall not result in additional or unreasonable burden to the district. Teachers on a shared contract shall be paid the per diem rate that equals fifty percent (50%) of their annual salary rate divided by fifty percent (50%) of the number of work days for full time teachers for each work day in the shared contract period.
6. Certificated unit members assigned to more than one school site during an instructional day shall be entitled to mileage in accordance with Board Policy.

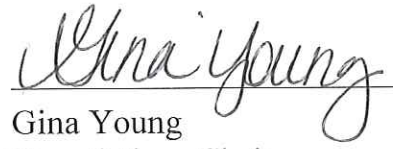
FOR THE DISTRICT:

FOR HETA:


 Jaime Martinez, Chief Negotiator
 Hanford Elementary School District

Date

5/21/21


 Gina Young
 Negotiations Chair

Date

5/21/21

HANFORD ELEMENTARY SCHOOL DISTRICT
2021-2022 CREDENTIALLED TEACHER SALARY SCHEDULE "A"
187 Work Days

124

STEP	COLUMN			
	I	II	III	IV
	BA	BA + 45	BA + 60	BA + 75
	semester hours	semester hours	semester hours	semester hours
	+ Credential ¹	+ Credential ¹	Credential ¹	Credential ¹
1	55,820	58,052	60,375	62,789
2	58,052	60,375	62,789	65,301
3	60,375	62,789	65,301	67,913
4	62,789	65,301	67,913	70,630
5	65,301	67,913	70,630	73,455
6	67,913	70,630	73,455	76,393
7	70,630	73,455	76,393	79,449
8	73,455	76,393	79,449	82,627
9	76,393	79,449	82,627	85,932
10		82,627	85,932	89,369
11		85,932	89,369	92,944
12			92,944	96,662
L - 15	Requires 15 years of service ²		96,662	100,528
L - 20	Requires 20 years of service ²		100,528	104,549
L - 25	Requires 25 years of service ²		104,549	108,731
L - 30	Requires 30 years of service ²		108,731	113,080

¹ Preliminary or Clear/Professional Clear teaching or service credential authorizing service at the elementary (K-8) level.

² "Years of service" for purpose of longevity steps means certificated service in the Hanford Elementary School District for at least 75% of the student days of each year, including paid leave days.

INITIAL STEP PLACEMENT

New teachers will be given step placement credit on a year-for-year basis for previous full-time teaching experience up to Step 12.

STEP ADVANCEMENT

A one-step advancement on the Teacher Salary Schedule shall be granted for each school year in the District if the teacher is in paid status for the equivalent of 75% of full-time service of an established work year.

One (1) year of teaching credit shall be given for every two (2) years of teaching service rendered on a half-time contract in this District (i.e., two (2) certificated employees sharing one (1) job) or teacher working 1/2 contract.

STIPENDS

Jefferson Academy Spanish Bilingual Teacher with BCLAD certification in Spanish	\$2,000 per year	Instructional / Induction Coach	\$4,000 per year
Jefferson Academy Spanish Bilingual Teacher without BCLAD certification in Spanish	\$1,200 per year	Masters	\$1,200 per year
Special Day Class Teacher	\$2,500 per year	Doctorate	\$1,014 per year
Resource Specialist Program Teacher	\$2,000 per year	Combination Class	\$1,500 per year
Community Day School Teacher	\$3,500 per year	Split Assign. 2 schools	\$ 825 per year

AVERAGE HOURLY RATE OF PAY (Article 20) = \$53.98

Adopted: 06/01/21
Effective: 07/01/21

HANFORD ELEMENTARY SCHOOL DISTRICT
2021-2022 Non-Credentialed Teacher and Intern
Salary Schedule "B"
(For Teachers Hired On or After November 1, 2000)
187 Work Days

STEP	COLUMN	
	B-1 B.A.	B-11 B.A. + 15
1	52,261	53,307
2	53,307	54,373

INITIAL STEP PLACEMENT

Teachers with one year of full-time teaching experience will be placed at Step 2 of the appropriate column.

STEP ADVANCEMENT

A one-step advancement on the Teacher Salary Schedule shall be granted for each school year in the District if the teacher is in paid status for the equivalent of 75% of full-time service of an established work year.

ADVANCEMENT TO CREDENTIALLED TEACHER SALARY SCHEDULE

Non-credentialed teachers shall be eligible for placement on the Credentialed Teacher Salary Schedule in accordance with the following schedule:

- (1) Effective the first contracted day of the school year, if the District receives verification of the teacher's preliminary credential on or before September 12 of that year; or
- (2) Effective February 1 if the District receives verification of the teacher's preliminary credential on or before February 10.

STIPENDS

Jefferson Academy Spanish Bilingual Teacher with BCLAD certification in Spanish	\$2,000 per year	Instructional / Induction Coach	\$4,000 per year
Jefferson Academy Spanish Bilingual Teacher without BCLAD certification in Spanish	\$1,200 per year	Masters	\$1,200 per year
Special Day Class Teacher	\$2,500 per year	Doctorate	\$1,014 per year
Resource Specialist Program Teacher	\$2,000 per year	Combination Class	\$1,500 per year
Community Day School Teacher	\$3,500 per year	Split Assgmt. 2 schools	\$ 825 per year

AVERAGE HOURLY RATE OF PAY (Article 20) = \$53.98

Adopted: 06/01/21

Effective: 07/01/21

**CERTIFICATION #1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF
COLLECTIVE BARGAINING AGREEMENT**


The disclosure document must be signed by the district Superintendent and Chief Business Officer at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of the **Hanford Elementary School District**, hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the **Certificated Bargaining Unit**, during the term of the agreement from **July 1, 2019 to June 30, 2022**.

The budget revisions necessary to meet the costs of the agreement in each year of its term are as follows:

<u>Budget Adjustment Categories</u>	<u>Budget Adjustment Increase (Decrease)</u>
<u>Revenues/Other Financing Sources</u>	<u>0</u>
<u>Expenditures/Other Financing Uses</u>	<u>\$2,262,763</u>
<u>Ending Balance Increase (Decrease)</u>	<u>(\$2,262,763)</u>

___ (No budget revisions necessary)



**District Superintendent
(Signature)**



Date



**Chief Business Officer
(Signature)**



Date

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT
In Accordance with AB1200 (Statutes of 1991, Chapter 1213); G.C. 3547.5

Hanford Elementary School District

Name of Bargaining Unit: Certificated

New Agreement: _____

Reopener: X

The proposed agreement is an agreement that covers the period beginning July 1, 2019 and ending June 30, 2022 and will be acted upon the Governing Board at it meeting on June 9, 2021.

A.(1) Proposed Change in Compensation

Compensation		Fiscal Impact of Proposed Agreement Increase (Decrease) and Percentage Change			
		Cost Prior to Proposed Agreement	Current Year 2021-2022	Year 2 2022-2023	Year 3 2023-2024
1	Base Salary	\$ 25,156,617	\$ 880,482	\$ 880,482	\$ 880,482
			3.50%	3.50%	3.50%
2	Other Compensation	\$ 2,185,108	\$ 938,000	\$ -	\$ -
			42.93%	0.00%	0.00%
3	Total Salary - (Sum of 1 & 2)	\$ 27,341,725	\$ 1,818,482	\$ 880,482	\$ 880,482
			6.65%	3.22%	3.22%
4	Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare	\$ 5,746,925	\$ 387,700	\$ 206,913	\$ 206,913
			6.75%	3.60%	3.60%
5	Health/Welfare Benefits	\$ 4,266,939	\$ 56,581	\$ 75,441	\$ 75,441
			1.33%	1.77%	1.77%
6	Total Benefits - (Total Lines 4 & 5)	\$ 10,013,864	\$ 444,281	\$ 282,354	\$ 282,354
			4.44%	2.82%	2.82%
7	Total Compensation (Sum of Lines 3 & 6)	\$ 37,355,589	\$ 2,262,763	\$ 1,162,836	\$ 1,162,836
			6.06%	3.11%	3.11%

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

In Accordance with AB 1200 (Statutes of 1991, Chapter 1213); G.C. 3547.5

- A.(2)** Provide a brief narrative of the proposed change in compensation, including percentage change(s), effective date(s), and comments and explanations as necessary:

There will be a 3.50% increase to the first step of the Certificated and Nurse salary schedule beginning with the 2021-2022 school year. The subsequent steps will be increased in accordance with the current structure. The healthcare cap will be increase to \$15,337.32/year effective October 1, 2021. There will also be a \$3,500 one-time off schedule payment to every returning Certificated bargaining unit member on the September 2021 paycheck.

- B. Proposed Negotiated Changes in Non-Compensation Items** (class size adjustments, staff development days, teacher prep time, etc.)

None.

- C. What are the specific impacts on instructional and support programs to accommodate the settlement? Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations.**

None.

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

In Accordance with AB 1200 (Statutes of 1991, Chapter 1213); G.C. 3547.5

- D. What contingency language is included in the proposed agreement?** Include specific areas identified for reopeners, applicable fiscal years, and specific contingency language.

There is no contingency language.

E. Source of Funding for Proposed Agreement

1. Current Year

The agreement will be funded will be funded with reserve balances with respect to the one-time payment and projected unrestricted General Fund surplus for the on schedule increases.

2. How will the ongoing cost of the proposed agreement be funded in future years?

Ongoing cost will be funded with projected growth in the Local Control Funding Formula.

3. **If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations)**

Future years are funded with the underlying unrestricted surplus the District is currently experiencing. The assumptions used in the multi-year projection are listed.

- 3A. For multi-year agreements, please provide a multi-year financial projection covering the term of the agreement. Include all assumptions used in the projections, growth, COLA, etc.**

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

In Accordance with AB 1200 (Statutes of 1991, Chapter 1213); G.C. 3547.5

G. Certification

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement in accordance with the requirements of AB 1200 and G.C. 3547.5.



District Superintendent
(Signature)

5/26/21

Date

Contact Person: David Endo Telephone No.: 559-585-3628

IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET
In Accordance with AB3141 (Statutes of 1994, Chapter 650) (G.C. 42142)

131

Hanford Elementary School District

	(Col. 1) Latest Board Approved Budget	(Col. 2) Adjustments as a Result of Settlement (from page 1)	(Col. 3) Other Revisions (provide explanation)	Notes (Col. 3)	(Col. 4) Total Impact on Budget (Col. 1+2+3)
REVENUES					
LCFF Sources (8010-8099)	\$ 66,270,770	\$ -	\$ -		\$ 66,270,770
Remaining Revenues (8100-8799)	\$ 15,687,647	\$ -	\$ -		\$ 15,687,647
TOTAL REVENUES	\$ 81,958,417	\$ -	\$ -		\$ 81,958,417
EXPENDITURES					
1000 Certificated Salaries	\$ 34,549,758	\$ 1,818,482	\$ -		\$ 36,368,240
2000 Classified Salaries	\$ 13,492,603	\$ -	\$ -		\$ 13,492,603
3000 Employees' Benefits	\$ 22,749,893	\$ 444,281	\$ -		\$ 23,194,174
4000 Books and Supplies	\$ 4,858,540	\$ -	\$ -		\$ 4,858,540
5000 Services and Operating Exps	\$ 5,880,148	\$ -	\$ -		\$ 5,880,148
6000 Capital Outlay	\$ 2,293,437	\$ -	\$ -		\$ 2,293,437
7000 Other	\$ 1,520,258	\$ -	\$ -		\$ 1,520,258
TOTAL EXPENDITURES	\$ 85,344,637	\$ 2,262,763	\$ -		\$ 87,607,400
OPERATING SURPLUS (DEFICIT)	\$ (3,386,220)	\$ (2,262,763)	\$ -		\$ (5,648,983)
OTHER SOURCES AND TRANSFERS IN	\$ 1,238,825	\$ -	\$ -		\$ 1,238,825
OTHER USES AND TRANSFERS OUT	\$ (285,000)	\$ -	\$ -		\$ (285,000)
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (2,432,396)	\$ (2,262,763)	\$ -		\$ (4,695,158)
BEGINNING BALANCE	\$ 28,879,215	\$ -	\$ -		\$ 28,879,215
CURRENT-YEAR ENDING BALANCE	\$ 26,446,819	\$ (2,262,763)	\$ -		\$ 24,184,056
COMPONENTS OF ENDING BALANCE:					
Nonspendable / Restricted	\$ 6,984,691	\$ -	\$ -		\$ 6,984,691
Reserved for Economic Uncertainties	\$ 8,265,000	\$ -	\$ -		\$ 8,265,000
Board Designated Amounts	\$ -	\$ -	\$ -		\$ -
Unappropriated Amounts	\$ 11,197,128	\$ (2,262,763)	\$ -		\$ 8,934,365

A. Date of governing board approval of budget revisions in Col. 1
6/23/2021

Contact Person: David Endo

Date: 05/26/2021

Multiyear Projection

Hanford Elementary School District

	21-22	22-23	%	23-24	%	Explanations
REVENUES						
Revenue Limit Source (8010-8099)	\$ 66,270,770	\$ 67,906,344	2.5%	\$ 70,011,415	3.1%	1
Remaining Revenues (8100-8799)	\$ 15,687,647	\$ 29,668,647	89.1%	\$ 13,668,647	-53.9%	2
TOTAL REVENUES	\$ 81,958,417	\$ 97,574,991	19.1%	\$ 83,680,062	-14.2%	
EXPENDITURES						
1000 Certificated Salaries	\$ 36,368,240	\$ 36,032,240	-0.9%	\$ 36,634,240	1.7%	3
2000 Classified Salaries	\$ 13,492,603	\$ 13,658,603	1.2%	\$ 13,824,603	1.2%	4
3000 Employees' Benefits	\$ 23,194,174	\$ 24,418,238	5.3%	\$ 24,758,876	1.4%	5
4000 Books and Supplies	\$ 4,858,540	\$ 4,858,540	0.0%	\$ 4,858,540	0.0%	
5000 Services and Operating Exps	\$ 5,880,148	\$ 5,880,148	0.0%	\$ 5,880,148	0.0%	
6000 Capital Outlay	\$ 2,293,437	\$ 654,437	-71.5%	\$ 654,437	0.0%	6
7000 Other	\$ 1,520,258	\$ 1,576,258	3.7%	\$ 1,633,258	3.6%	7
TOTAL EXPENDITURES	\$ 87,607,400	\$ 87,078,464	-0.6%	\$ 88,244,102	1.3%	
OPERATING SURPLUS (DEFICIT)	\$ (5,648,983)	\$ 10,496,527	-285.8%	\$ (4,564,040)	-143.5%	
OTHER SOURCES AND TRANSFERS IN	\$ 1,238,825	\$ -	-100.0%	\$ -	0.0%	8
OTHER USES AND TRANSFERS OUT	\$ (285,000)	\$ (285,000)	0.0%	\$ (285,000)	0.0%	
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (4,695,158)	\$ 10,211,527	-317.5%	\$ (4,849,040)	-147.5%	
BEGINNING BALANCE	\$ 28,879,215	\$ 24,184,056	-16.3%	\$ 34,395,584	42.2%	
CURRENT-YEAR ENDING BALANCE	\$ 24,184,056	\$ 34,395,584	42.2%	\$ 29,546,544	-14.1%	

Explanations:
1 2.48% COLA in 22-23 and 3.11% COLA in 23-24 / ADA and unduplicated students count to remain static at prepandemic levels
2 \$16,000k ESSER III in 22-23 and (\$16,000k) in 23-24 / (\$2,019k) In person grant in 22-23
3 \$602k Certificated step and column annually
4 \$166k Classified step annually
5 STRS rate project at 19.10% in 22-23 and 19.10% in 23-24 / PERS rate projected at 26.10% in 22-23 and 27.10% in 23-24
6 (\$1,239k) solar project reduction in 22-23 on-going / (\$400k) HVAC installations in 22-23
7 \$26k in LCFF transfers in 22-23 and \$27k in 23-24 / \$30k SELPA excess costs in 22-23 on-going
8 (\$1,239k) solar project reduction in 22-23 on-going

HANFORD ELEMENTARY SCHOOL DISTRICT
Human Resources Department
AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Jaime Martinez

DATE: May 28, 2021

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

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **June 9, 2021**

ITEM: Consider approval of personnel transactions and related matters.

PURPOSE:

a. Employment

Certificated, effective 8/3/21

- Carmen Alvarez-Vargas, Social Worker, Kennedy, Temporary
- Anel Avalos, Counselor, Jefferson, Temporary
- Dustine Borges, Psychologist, Monroe, Temporary
- Maria Calvillo, Counselor, King, Temporary
- Angelica Garcia, Social Worker, Wilson, Temporary
- Margarita Gonzales, Counselor, Kennedy, Temporary
- Roxanna Hernandez, Counselor, Roosevelt, Temporary
- Adrian Jones, Psychologist, Richmond/CDS, Temporary
- Gabriella Raeber, Counselor, Wilson, Temporary
- Erica Sargent, Counselor, Simas, Temporary
- Iselda Valero, Counselor, Kennedy, Temporary
- Phoua Xiong, Counselor, Hamilton, Temporary

b. More Hours

- Deborah Albrecht, Licensed Vocational Nurse, from 6.0 hrs., to 8.0 hrs., Simas, effective 8/4/21
- Cassandra Arceo, Licensed Vocational Nurse, from 6.0 hrs., to 8.0 hrs., Lincoln, effective 8/4/21
- Branden Barajas, Educational Tutor, from 3.5 hrs., to 4.5 hrs., Washington, effective 8/10/21
- Kimberly Brown, Licensed Vocational Nurse, from 6.0 hrs., to 8.0 hrs., Wilson, effective 8/4/21

b. More Hours (cont.)

- James Camacho, Licensed Vocational Nurse, from 6.0 hrs., to 8.0 hrs., Kennedy, effective 8/4/21
- Sheila Dizon, Licensed Vocational Nurse, from 6.0 hrs. to 8.0 hrs., Jefferson, effective 8/4/21
- Maria Flores, Bilingual Clerk Typist II, from 5.0 hrs., to 8.0 hrs., Wilson, effective 7/27/21
- Anna Hernandez, Food Service Worker II, from 2.5 hrs., Kennedy to 3.0 hrs., Wilson, effective 8/9/21
- Ruth Hernandez, Licensed Vocational Nurse, from 6.0 hrs., to 8.0 hrs., Washington, effective 8/4/21
- Antonia Maldonado Arciga, Educational Tutor, from 3.5 hrs., to 4.5 hrs., Washington, effective 8/10/21
- Juana Meza, Educational Tutor, from 3.5 hrs., to 4.5 hrs., Monroe, effective 8/10/21
- Daisy Wallace, Licensed Vocational Nurse, from 6.0 hrs., to 8.0 hrs., Monroe, effective 8/4/21
- Norma Zuniga, Licensed Vocational Nurse, from 6.0 hrs., to 8.0 hrs., Roosevelt, effective 8/4/21

c. Temporary Out of Class Assignment

- Rosie Holguin, READY Program Tutor – 4.5 hrs., Washington to READY Site Lead – 5.0 hrs., Washington, effective 3/15/21-5/26-21

d. Short-term Employment

CLASSIFIED STAFF SUMMER PROGRAMS

Special Education Extended School Year at Monroe – June 14, 2021 – July 2, 2021

- Menchu Rosaroso, Special Education Aide – 4.5 hrs., effective 6/14/21 to 7/2/21
- Jessieca Vallin, Special Education Aide – 4.5 hrs., effective 6/14/21 to 7/2/21

Summer Tutoring Program at Hamilton, Jefferson, Kennedy Lincoln, and Monroe

- Melissa Acosta, Bus Driver – 4.0 hrs., effective 6/22/21 to 7/16/21
- Abel Aguilar, Bus Driver – 4.0 hrs., effective 6/21/21 to 7/16/21
- Gennarina Alvarez, Yard Supervisor – 2.5 hrs., effective 6/21/21 to 7/16/21
- Danna Bailey, Bus Driver – 4.0 hrs., effective 6/22/21 to 7/16/21
- Dianna Bonilla, Bilingual Clerk Typist II – 5.5 hrs., effective 7/13/21 to 7/16/21
- James Camacho, Licensed Vocational Nurse – 5.5 hrs., effective 6/17/21 to 7/16/21

Summer Tutoring Program at Hamilton, Jefferson, Kennedy Lincoln, and Monroe (cont.)

- Tiffany Carpentieri, Student Specialist – 5.5 hrs., effective 6/17/21 to 6/25/21 and 7/6/21 to 7/16/21
- Yessenia Chacon, Bilingual Clerk Typist II – 5.5 hrs., effective 6/17/21 to 7/9/21
- Chandler Contente, Bus Driver – 4.0 hrs., effective 6/22/21 to 7/16/21
- Janice DeLoza, Bilingual Clerk Typist II – 5.5 hrs., effective 6/17/21 to 7/16/21
- Maria Flores, Bilingual Clerk Typist II – 5.5 hrs., effective 6/17/21 to 7/16/21
- Alison Fruit, Student Specialist – 5.5 hrs., effective 6/17/21 to 7/16/21
- Carolina Garcia, Bilingual Clerk Typist II – 5.5 hrs., effective 6/17/21 to 7/16/21
- Mayra Garcia, Bus Driver – 4.0 hrs., effective 6/22/21 to 7/16/21
- Veronica Godinez, Yard Supervisor – 2.5 hrs., effective 6/21/21 to 7/16/21
- Frank Gonzales, Student Specialist – 5.5 hrs., effective 6/29/21 to 7/2/21
- Cynthia Gonzalez, Yard Supervisor – 2.5 hrs., effective 6/21/21 to 7/16/21
- Jenny Gonzalez, Yard Supervisor – 2.5 hrs., effective 6/22/21 to 7/9/21
- Lizette Gutierrez, Bilingual Clerk Typist II – 5.5 hrs., effective 6/17/21 to 7/16/21
- Esmeralda Ledesma, Yard Supervisor – 1.5 hrs., effective 6/21/21 to 7/16/21
- Adrianna Luna, Yard Supervisor – 2.5 hrs., effective 6/21/21 to 7/16/21
- Florita Magallon, Bilingual Student Specialist – 5.5 hrs., effective 6/17/21 to 7/16/21
- Audussie Martinez, Yard Supervisor – 1.0 hrs., effective 6/22/21 to 7/16/21
- Amy McClard, Yard Supervisor – 2.5 hrs., effective 6/21/21 to 7/16/21
- Teresita Ramirez, Yard Supervisor – 2.5 hrs., effective 6/21/21 and 7/13/21 to 7/16/21
- Dana Raulino, Bus Driver – 4.0 hrs., effective 6/14/21 to 7/2/21
- Sherman Royal, Student Specialist – 5.5 hrs., effective 6/17/21 to 7/16/21
- Veronica Sanchez, Bus Driver – 4.0 hrs., effective 6/22/21 to 7/16/21
- Cristina Solorio, Yard Supervisor – 2.5 hrs., effective 6/21/21 to 7/16/21
- Rachelle Vasquez, Student Specialist – 5.5 hrs., effective 6/17/21 to 7/16/21
- Sandy Virden, Yard Supervisor – 2.5 hrs., effective 6/21/21 to 7/16/21
-

Summer Tutoring Program at Hamilton, Jefferson, Kennedy Lincoln, and Monroe (cont.)

-
- Daisy Wallace, Bilingual Licensed Vocational Nurse – 5.5 hrs., effective 6/14/21 to 7/16/21
- Cheyenne Zimmerman, Yard Supervisor – 2.5 hrs., effective 6/21/21 to 7/16/21
- Norma Zuniga, Bilingual Licensed Vocational Nurse – 5.5 hrs., effective 6/17/21 to 7/16/21

Seamless Summer Meal Program at Hamilton, Jefferson, Kennedy Lincoln, and Monroe

- Carrie Canada, Food Service Worker I – 3.5 hrs., effective 6/22/21 to 7/16/21
- Lucila Cervantes, Food Service Worker I – 2.5 hrs., effective (6/7/21 to 6/18/21 and 7/19/21 to 7/23/21) and 3.5 hrs., effective 6/21/21 to 7/16/21
- Veronica Grever, Food Service Worker I - 2.5 hrs., effective (6/7/21 to 6/18/21 and 7/19/21 to 7/23/21) and 3.5 hrs., effective 6/21/21 to 7/16/21
- Audra Jaurigui, Food Service Worker I - 2.5 hrs., effective (6/7/21 to 6/18/21 and 7/19/21 to 7/23/21) and 3.5 hrs., effective 6/21/21 to 7/16/21
- Daisy Maya-Gaona, Food Service Worker I - 2.5 hrs., effective (6/7/21 to 6/18/21 and 7/19/21 to 7/23/21) and 3.5 hrs., effective 6/21/21 to 7/16/21
- Nellie Montes, Food Service Worker I – 3.5 hrs., effective 6/22/21 to 7/16/21
- Jaime Reyes Camargo, Food Service Worker I - 2.5 hrs., effective (6/7/21 to 6/18/21 and 7/19/21 to 7/23/21) and 3.5 hrs., effective 6/21/21 to 7/16/21
- Rosa Temores, Food Service Worker I – 3.5 hrs., effective 6/22/21 to 7/16/21
- Miriam Thompson, Food Service Worker I – 3.5 hrs., effective 7/1/21 to 7/16/21 and 2.5 hrs., effective 7/19/21 to 7/23/21
- Perla Vega, Food Service Worker I - 2.5 hrs., effective (6/7/21 to 6/18/21 and 7/19/21 to 7/23/21) and 3.5 hrs., effective 6/21/21 to 7/16/21
- Gina Wibeto, Food Service Worker I – 3.5 hrs., effective 6/22/21 to 7/16/21

e. Resignations

- REVISED: Jaime Reyes Camargo, Food Service Utility Worker - 3.5 hrs., Food Services, effective 06/30/21
- Inez Carreiro, Substitute Yard Supervisor, effective 5/27/21

e. **Resignations (cont.)**

- REVISED: Sarah Evans, Licensed Vocational Nurse - 6.0 hrs., Richmond, effective 06/04/21
- Ray Mueller, Substitute Personnel Specialist, effective 5/20/21
- Raquel Villarino, Teacher, King, effective 06/04/21

f. **Unpaid Leave**

- Sheila Dizon, LVN – 6.0 hrs., Jefferson, Family Illness, from 05/24/21 to 06/04/21
- Debralee Juarez, Special Education Aide – 5.0 hrs., Wilson, Personal Leave, from 05/07/21 to 6/4/21

RECOMMENDATION: Approve.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 05/28/2021

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 06/09/2021

ITEM:

Consider approval of contract with School Services of California for the 2021-2022 fiscal year.

PURPOSE:

School Service of California is the leading consultant in California school finance and is primarily used to provide updates on state activities as it relates to school districts finance.

FISCAL IMPACT:

There cost of the contract is \$4,080.

RECOMMENDATIONS:

Approve the contract with School Services of California for the 2021-2022 fiscal year.

Client # 0009850/S15

P.O. # _____

AGREEMENT FOR SPECIAL SERVICES
Fiscal and Management Information Services

This is an Agreement between the **HANFORD ELEMENTARY SCHOOL DISTRICT**, hereinafter referred to as "Client," and **SCHOOL SERVICES OF CALIFORNIA INC.**, hereinafter referred to as "Consultant," entered into as of July 1, 2021.

RECITALS

WHEREAS, the Client needs assistance regarding issues of school finance, legislation, school budgeting, general fiscal issues, and the state-mandated program cost claims process; and

WHEREAS, the Consultant is professionally and specially trained and competent to provide these services; and

WHEREAS, the authority for entering into this Agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;

NOW, THEREFORE, the parties to this Agreement do hereby mutually agree as follows:

1. The Consultant agrees to perform such duties relating to issues of school finance, including:
 - a. Electronic delivery of the *Fiscal Report* containing information on issues of school finance, budgets, or practices and policy issues that impact local educational agency fiscal policies, and an electronic copy of the *Analysis of the Governor's Proposals for the State Budget and K-12 Education*
 - b. An analysis of all major school finance/fiscal legislation and reports on its legislative/executive branch progress
 - c. Participation at the Consultant's school finance conferences and workshops at the Consultant's client rate
 - d. Counsel the Client on new mandates and information relating to the local mandate reimbursement process for all applicable legislation already adopted that contains a reimbursement appropriation, and maintain liaison with the State Controller, the Commission on State Mandates, and the State Department of Finance
2. The Consultant shall provide the Client with services as requested to a total of 12 direct service hours during the 12-month period of this Agreement at no additional cost beyond the annual fee. The hours of service may be used as the Client directs on fiscal and mandate service issues, including: mandate counseling, analysis of specific local educational agency revenue or expenditure issues, analysis of specific legislative or regulatory issues, including a "quick query" service to provide telephone response to specific fiscal or mandate questions of the Client.

Services for which the base service hours may not be used, include: Client specific economy, efficiency, or management consulting services, including, but not limited to efficiency or management studies, demographic or school facility studies, special education studies, fiscal health analysis, and/or an in-depth budget review, direct collective bargaining or factfinding assistance; fiscal analysis for purposes of collective bargaining, legislative representation or advocacy; appearance as an expert witness; provision of depositions or declarations for local educational agency legal issues; major customized research projects or studies; or, on-site speeches or presentations.

3. The Client agrees to pay to the Consultant for services rendered under this Agreement:
 - a. \$4,080 annually, plus expenses, or payable at \$340 per month, plus expenses, upon receipt of a billing from the Consultant
 - b. For all requested services in excess of 12 direct service hours as indicated in Item 2 above in the 12-month period, the applicable hourly rate for the person(s) performing the services shall apply
 - c. "Hours" are defined as hours of direct service to the Client, as well as reasonable travel time to and from the Client's site
 - d. "Expenses" are defined as actual, out-of-pocket expenses, such as travel, meals, shipping, and duplication of materials
4. This Agreement shall be for the period of one year, beginning July 1, 2021, and terminating June 30, 2022. This Agreement may be terminated prior to June 30, 2022, by either party on 30 days' written notice. In the event that the Client elects to terminate services at the end of the Agreement, the Client shall give a 30-day written notice of nonrenewal. The Consultant will provide continuing services for 90 days after the expiration date of the Agreement or until the client provides written notice. The Client is responsible for these accrued charges and the Consultant may bill these additional days. In the case of cancellation, the Client shall be liable for any costs accrued to the date of cancellation.
5. It is expressly understood and agreed to by both parties that the Consultant, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the Client.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as indicated below:

Agreement for Special Services
HANFORD ELEMENTARY SCHOOL DISTRICT

By: _____

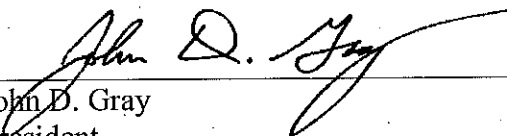
Date: _____

Print Name

Job Title

Hanford Elementary School District

By: _____


John D. Gray
President

School Services of California Inc.

Date: May 11, 2021

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 05/28/2021

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 06/09/2021

ITEM:

Consider approval of food service agreements with the Kings County Office of Education, St. Rose McCarthy Catholic School and Hanford Christian School.

PURPOSE:

The District has provided lunches to the Kings County Office of Education, St. Rose McCarthy Catholic School and Hanford Christian School in the recent past. Both entities have expressed interest in continuing the relationship with the District for the 2021-2022 school year. Currently, there is little operational impact to the Food Service Department.

FISCAL IMPACT:

The Child Nutrition Fund should realize an increase in revenue dependent on participation.

RECOMMENDATIONS:

Approve the food service agreements with the Kings County Office of Education, St. Rose McCarthy Catholic School and Hanford Christian School.

FOOD SERVICE AGREEMENT

Administering Sponsor: Hanford Elementary School District
 Receiving Sponsor: Kings County Office of Education

This Agreement executed in duplicate and entered into on July 1, 2021 between the **Administering Sponsor, Hanford Elementary School District**, hereinafter referred to as **SCHOOL FOOD AUTHORITY (SFA)** and the receiving sponsor, **Kings County Office of Education**, hereinafter referred to as **COUNTY SCHOOLS**, and is created for the purpose of providing Lunches under the National School Lunch Program.

Pursuant to the authority in Section 2202(a) of the Families First Coronavirus Response Act (the FFCRA) (P.L.116-127), as extended by the continuing Appropriations Act, 2021 and Other Extensions Act (P.L. 116-159), and based on the exceptional circumstances of this public health emergency, the Food and Nutrition Service (FNS) established a waiver to allow the National School Lunch Program (SSO) to operate when school is open during the regular school year, through June 30th 2022.

The Hanford Elementary School District will apply for the Waiver for each school site and with proper approval from the CDE, we are anticipating that all school sites receiving meals from the Hanford Elementary School District's Food Service Department for the 2021-2022 school year will not collect meal payments for student meals received.

It is hereby agreed that:

- (1) The **SFA** will represent **COUNTY SCHOOLS** as the Child Nutrition Program "Sponsor" and will claim reimbursement from the California Department of Education for all meals served to children enrolled in **COUNTY SCHOOLS**. Reimbursement will be claimed at the rate of one lunch per child per day, only for complete meals counted at the point of service, and (if waiver is not approved) according to each child's eligibility category.
- (2) The **COUNTY SCHOOLS** will notify the **SFA** of all Name, Address, Phone and Lunch Period – Serving time changes as they are made, in order to keep the CNIP's application current and in compliance. In addition, the Name, Address, Phone and Lunch Period – Serving times will be submitted annually with this Food Service Agreement.
- (3) Once approved by the California Department of Education, this agreement is considered permanent by the California Department of Education. However, the **SFA** will initiate a new written contract prior to July 1st of each year. Either party may terminate this agreement for cause upon ten days' written notice. Notice of termination will be provided in writing to the California Department of Education, Nutrition Services Division.
- (4) The **SFA** will verify student Direct Certification and conduct the free and reduced-price application process, including the distribution, review and approval of applications for the sites belonging to **COUNTY SCHOOLS**. The **SFA** will create and update the eligibility roster and provide current lists to **COUNTY SCHOOLS** as soon as possible after changes occur.
- (5) (If waiver is not approved) The **SFA** will conduct the free and reduced-price application process, including the distribution, review, and approval of applications for the sites belonging to **COUNTY SCHOOLS**. The **SFA** will create and update the eligibility roster and provide current lists to **COUNTY SCHOOLS** as soon as possible after changes occur.

- (6) The **COUNTY SCHOOLS** will perform the point of service meal counts. The **SFA** will provide training as necessary to staff at **COUNTY SCHOOLS** regarding point-of-service meal counts and completion of all required documents.
- (7) The **SFA** will perform the required daily and monthly edit checks.
- (8) The **SFA** will ultimately be responsible for meal count and claiming accountability.
- (9) The **SFA** will perform the verification process and will notify **COUNTY SCHOOLS** of its findings.
- (10) The **SFA** will assume responsibility for any over-claims identified during a review or audit, and reimburse the State accordingly.
- (11) The **SFA** will include all participating sites from **COUNTY SCHOOLS** in its agreement with the California Department of Education.
- (12) The **SFA** will provide meals to **COUNTY SCHOOLS** that comply with the nutrition standards established by the United States Department of Agriculture for the Enhanced Food Base/Offer vs. Serve menu planning option.
- (13) The **SFA** will prepare the meals in the District Kitchen located at 924 Katie Hammond Lane. This preparation site will maintain the appropriate state and local health certifications for the facility.
- (14) The **COUNTY SCHOOLS** will notify the **SFA** of the number of meals needed no later than 9:00 am by e-mail each day. **COUNTY SCHOOLS** will be obligated to accept and pay for the number of meals requested. The **SFA** will not be obligated to provide any meals on days when the **SFA** is not open for business.
- (15) **COUNTY SCHOOLS** will provide the personnel, vehicle, and sufficient mobile transport thermos carts to pick up and transport the meals.
- (16) **COUNTY SCHOOLS** will be responsible for transporting the meals from the **SFA** District Kitchen. The pick-up of prepared meals will be no later than 9:45 am.
- (17) The **SFA** will be responsible for maintaining the proper temperature of the meals until **COUNTY SCHOOLS** takes delivery of the meals. At the time of delivery, **COUNTY SCHOOLS** will be responsible for documenting and maintaining the proper temperature of the meals until they are served.
- (18) The **SFA** will provide the necessary hotel pans and lids, thermometer, serving scoops, ladles, eating utensils, straws, and napkins during the term of this agreement.
- (19) **COUNTY SCHOOLS** will provide personnel to serve meals, clean serving and eating areas, utensils, mobile transport thermos cart and any other equipment used to transport meals including pre-washing all hotel pans and lids on a daily basis, **COUNTY SCHOOLS** will deliver any and all pre-washed hotel pans and lids that are property owned by the **SFA** to the HESD Lee Richmond Elementary School kitchen.
- (20) The **SFA** will wash and sanitize the hotel pans and lids in a commercial dishwasher.
- (21) **COUNTY SCHOOLS** will deliver Food Service reports to the **SFA** daily.

- (22) No later than three (3) days prior to the end of each month, the **SFA** will provide to the **COUNTY SCHOOLS** a monthly menu consisting of the meals to be served the following month.
- (23) The **SFA** will submit to the **COUNTY SCHOOLS** itemized invoices for the meals provided by the **SFA**. The invoices will be calculated at the following rates (rates are subject to change):
- a. Student Full Pay Lunch - one dollar and sixty-five cents (\$1.80)
 - b. Student Reduced Lunch – forty cents (\$0.40)
 - c. Student Free Lunch - no charge (\$0.00)
 - d. Adult Lunch without Milk – three dollars and eighty-five (\$4.00)
 - e. Adult Lunch with Milk – four dollars and fifteen cents (\$4.30)
 - f. Student Milk - thirty cents (\$0.30)
 - g. Adult Milk - thirty cents (\$0.30)
- (24) **COUNTY SCHOOLS** will pay **SFA** the full amount as presented on the monthly itemized invoice by the end of the following month.
- (25) When requested by **COUNTY SCHOOLS**, the **SFA** will provide sack lunches for field trips that meet the meal pattern requirements. Sack lunches for field trips will be requested at least 10 working days in advance. The cost per lunch will remain the same as for the regular lunch. **COUNTY SCHOOLS** will be responsible for maintaining the appropriate temperature of lunches until served. **COUNTY SCHOOLS** will be responsible for creating a list of students attending the field trip and ensuring that only students receiving a lunch from the **SFA** get marked. **COUNTY SCHOOLS** will submit checked off roster to the **SFA** the following day.
- (26) The gift or exchange of commodities is not permitted. Until students are served a meal, all food remains the property of the **SFA**.
- (27) **COUNTY SCHOOLS** will indemnify and hold the **SFA** and its officers, employees, and agents harmless from any and all liability, cost, or expense incurred as a result of negligence on the part of the **COUNTY SCHOOLS**.
- (28) **COUNTY SCHOOLS** will keep and maintain liability insurance, including extended coverage for product liability in an amount no less than \$1,000,000 (one million dollars) for each occurrence and will provide the **SFA** with a certificate evidencing insurance in the amount, naming the **SFA** as an additional insured and specifying that the coverage will not be canceled or modified without 10 days' prior written notice to the **SFA**. The **SFA** will keep and maintain liability insurance that covers the **SFA's** liability.
- (29) Both parties will comply with all applicable federal, state and local statutes and regulations with regard to the preparation and service of National School Lunch Program meals, including, but not limited to, all applicable regulations relating to the overt identification of needy pupils, the nutritional content of meals, and nondiscrimination. All records maintained by both parties shall be open and available to inspection by Federal, State, and local authorities in accordance with applicable statutes and regulations.
- (30) **COUNTY SCHOOLS** will abide by all health and safety rules for serving food. They shall have one employee who has successfully passed an approved and accredited Food Safety Certification Examination. The Certificate must be current and retained on file at the facility at all times. As needed, **SFA** can provide a list of approved classes. After each review by the Kings County Health Department, a copy of the review report will be sent to the **SFA** by **COUNTY SCHOOLS**.

- (31) **COUNTY SCHOOLS** will reimburse the **SFA** for any loss of reimbursement funds denied by the National School Lunch Program which arise out of intentional or negligent conduct or omission of **COUNTY SCHOOLS**.
- (32) All business and information relating to the execution of this agreement and the services thereof, including kitchen visitations, will be directed to the Manager of Food Services, **SFA**.

TERM

This agreement becomes effective this day and will continue until June 30, 2022

IN WITNESS WHEREOF, HANFORD ELEMENTARY SCHOOL DISTRICT and KINGS COUNTY OFFICE OF EDUCATION has executed this agreement as of the date first written above.

KINGS COUNTY OFFICE OF EDUCATION

Name and Title of Receiving Sponsor Official

By:

(Signature)

(Printed Name)

Title: Superintendent

Date: _____

KINGS COUNTY OFFICE OF EDUCATION

Telephone (559) 584-1441

HANFORD ELEMENTARY SCHOOL DISTRICT

Name and Title of SFA Official

By:

(Signature)

Joy C. Gabler

(Printed Name)

Title: Superintendent

Date: _____

HANFORD ELEMENTARY SCHOOL DISTRICT

Telephone (559) 585-3620

CALIFORNIA DEPARTMENT OF EDUCATION

Approved

Denied

By: _____

FOOD SERVICE AGREEMENT

Administering Sponsor: Hanford Elementary School District
 Receiving Sponsor: St. Rose McCarthy Catholic School

This Agreement executed in duplicate and entered into on July 1, 2021 between the **Administering Sponsor, Hanford Elementary School District**, hereinafter referred to as **School Food Authority (SFA)** and the receiving sponsor, hereinafter referred to as **St. Rose McCarthy Catholic School**, and is created for the purpose of providing Lunches under the National School Lunch Program.

Pursuant to the authority in Section 2202(a) of the Families First Coronavirus Response Act (the FFCRA) (P.L. 116-127), as extended by the continuing Appropriations Act, 2021 and Other Extensions Act (P.L. 116-159), and based on the exceptional circumstances of this public health emergency, the Food and Nutrition Service (FNS) established a waiver to allow the National School Lunch Program (SSO) to operate when school is open during the regular school year, through June 30th 2022.

The Hanford Elementary School District will apply for the Waiver for each school site and with proper approval from the CDE, we are anticipating that all school sites receiving meals from the Hanford Elementary School District's Food Service Department for the 2021-2022 school year will not collect meal payments for student meals received.

It is hereby agreed that:

- (1) The **SFA** will represent **St. Rose McCarthy Catholic School** as the Child Nutrition Program "Sponsor" and will claim reimbursement from the California Department of Education for all meals served to children enrolled in **St. Rose McCarthy Catholic School**. Reimbursement will be claimed at the rate of one lunch per child per day, only for complete meals counted at the point of service, and according to each child's eligibility category.
- (2) The **St. Rose McCarthy Catholic School** will notify the **SFA** of all Name, Address, Phone and Lunch Period – Serving time changes as they are made, in order to keep the CNIP's application current and in compliance. In addition, the Name, Address, Phone and Lunch Period – Serving times will be submitted annually with this Food Service Agreement.
- (3) Once approved by the California Department of Education, this agreement is considered permanent by the California Department of Education. However, the **SFA** will initiate a new written contract prior to July 1st of each year. Either party may terminate this agreement for cause upon ten days' written notice. Notice of termination will be provided in writing to the California Department of Education, Nutrition Services Division.
- (4) The **SFA** will verify student Direct Certification and conduct the free and reduced-price application process, including the distribution, review and approval of applications for the sites belonging to **St. Rose McCarthy Catholic School**. The **SFA** will create and update the eligibility roster and provide current lists to **St. Rose McCarthy Catholic School** as soon as possible after changes occur.
- (5) The **SFA** will conduct the free and reduced-price application process, including the distribution, review, and approval of applications for the sites belonging to **St. Rose McCarthy Catholic School**. The **SFA** will create and update the eligibility roster and provide current lists to **St. Rose McCarthy Catholic School** as soon as possible after changes occur.
- (6) **St. Rose McCarthy Catholic School** will perform the point of service meal counts. The **SFA** will provide training as necessary to staff at **St. Rose McCarthy Catholic School** regarding point-of-service meal counts and completion of all required documents.
- (7) The **SFA** will perform the required daily and monthly edit checks.

- (8) The **SFA** will ultimately be responsible for meal count and claiming accountability.
- (9) The **SFA** will perform the verification process and will notify **St. Rose McCarthy Catholic School** of its findings.
- (10) The **SFA** will assume responsibility for any over-claims identified during a review or audit, and reimburse the State accordingly.
- (11) The **SFA** will include all participating sites from **St. Rose McCarthy Catholic School** in its agreement with the California Department of Education.
- (12) The **SFA** will provide meals to **St. Rose McCarthy Catholic School** that comply with the nutrition standards established by the United States Department of Agriculture for the Enhanced Food Base/Offer vs. Serve menu planning option.
- (13) The **SFA** will prepare the meals in the District Kitchen located at 924 Katie Hammond Lane. This preparation site will maintain the appropriate state and local health certifications for the facility.
- (14) **St. Rose McCarthy Catholic School** will notify the **SFA** of the number of meals needed no later than 9:00 am by e-mail each day. **St. Rose McCarthy Catholic School** will be obligated to accept and pay for the number of meals requested. The **SFA** will not be obligated to provide any meals on days when the **SFA** is not open for business.
- (15) **St. Rose McCarthy Catholic School** will provide the personnel and vehicle necessary to transport the meals.
- (16) **St. Rose McCarthy Catholic School** will be responsible for transporting the meals from the **SFA** District Kitchen. The pick-up of prepared meals will be no later than 10:45 am.
- (17) The **SFA** will be responsible for maintaining the proper temperature of the meals until **St. Rose McCarthy Catholic School** takes delivery of the meals. At the time of delivery, **St. Rose McCarthy Catholic School** will be responsible for documenting and maintaining the proper temperature of the meals until they are served.
- (18) On a daily basis, **St. Rose McCarthy Catholic School** will return any and all hotel pans and lids that are property owned by the **SFA**.
- (19) **St. Rose McCarthy Catholic School** will deliver Food Service reports to the **SFA** daily.
- (20) The **SFA** will provide the necessary hotel pans and lids, transport thermos container, thermometer, serving gloves, scoops, ladles, eating utensils, straws and napkins during the term of this agreement.
- (21) **St. Rose McCarthy Catholic School** will provide personnel to serve meals, clean serving and eating areas, utensils, and any other equipment used to transport meals.
- (22) No later than three (3) days prior to the end of each month, the **SFA** will provide to the **St. Rose McCarthy Catholic School** a monthly menu consisting of the meals to be served the following month.
- (23) The **SFA** will submit to the **St. Rose McCarthy Catholic School** itemized invoices for the meals provided by the **SFA**. The invoices will be calculated at the following rates (rates are subject to change):
 - a. Student Full Pay Lunch - one dollar and sixty-five cents (\$1.80)
 - b. Student Reduced Lunch – forty cents (\$0.40)
 - c. Students Free Lunch - no charge (\$0.00)
 - d. Adult Lunch without Milk – three dollars and eighty-five (\$4.00)
 - e. Adult Lunch with Milk – four dollars and fifteen cents (\$4.30)
 - f. Student Milk - thirty cents (\$0.30)

g. Adult Milk - thirty cents (\$0.30)

- (24) **St. Rose McCarthy Catholic School** will pay **SFA** the full amount as presented on the monthly itemized invoice by the end of the following month
- (25) When requested by **St. Rose McCarthy Catholic School**, the **SFA** will provide sack lunches for field trips that meet the meal pattern requirements. Sack lunches for field trips will be requested at least 10 working days in advance. The cost per lunch will remain the same as for the regular lunch. **St. Rose McCarthy Catholic School** will be responsible for maintaining the appropriate temperature of lunches until served. **St. Rose McCarthy Catholic School** will be responsible for creating a list of students attending the field trip and ensuring that only students receiving a lunch from the **SFA** get marked. **St. Rose McCarthy Catholic School** will submit checked off roster to the **SFA** the following day.
- (26) The gift or exchange of commodities is not permitted. Until students are served a meal, all food remains the property of the **SFA**.
- (27) **St. Rose McCarthy Catholic School** will indemnify and hold the **SFA** and its officers, employees, and agents harmless from any and all liability, cost, or expense incurred as a result of negligence on the part of the **St. Rose McCarthy Catholic School**.
- (28) **St. Rose McCarthy Catholic School** will keep and maintain liability insurance, including extended coverage for product liability in an amount no less than \$1,000,000 (one million dollars) for each occurrence and will provide the **SFA** with a certificate evidencing insurance in the amount, naming the **SFA** as an additional insured and specifying that the coverage will not be canceled or modified without 10 days' prior written notice to the **SFA**. The **SFA** will keep and maintain liability insurance that covers the **SFA's** liability.
- (29) Both parties will comply with all applicable federal, state and local statutes and regulations with regard to the preparation and service of National School Lunch Program meals, including, but not limited to, all applicable regulations relating to the overt identification of needy pupils, the nutritional content of meals, and nondiscrimination. All records maintained by both parties shall be open and available to inspection by Federal, State, and local authorities in accordance with applicable statutes and regulations.
- (30) **St. Rose McCarthy Catholic School** will abide by all health and safety rules for serving food. They shall have one employee who has successfully passed an approved and accredited Food Safety Certification Examination. The Certificate must be current and retained on file at the facility at all times. As needed, **SFA** can provide a list of approved classes. After each review by the Kings County Health Department, a copy of the review report will be sent to the **SFA** by **St. Rose McCarthy Catholic School**.
- (31) **St. Rose McCarthy Catholic School** will reimburse the **SFA** for any loss of reimbursement funds denied by the National School Lunch Program which arise out of intentional or negligent conduct or omission of **St. Rose McCarthy Catholic School**
- (32) All business and information relating to the execution of this agreement and the services thereof, including kitchen visitations, will be directed to the Manager of Food Services, **SFA**.

This agreement becomes effective this day and will continue until June 30, 2022.

IN WITNESS WHEREOF, HANFORD ELEMENTARY SCHOOL DISTRICT and St. Rose McCarthy Catholic School has executed this agreement as of the date first written above

St. Rose McCarthy Catholic School
Name and Title of Receiving Sponsor Official

By:

(Signature)

(Printed Name)

Title:

Date:

St. Rose McCarthy Catholic School
Telephone (559) 584-5218

HANFORD ELEMENTARY SCHOOL DISTRICT
Name and Title of SFA Official

By:

(Signature)

Joy C. Gabler

(Printed Name)

Title: Superintendent

Date:

HANFORD ELEMENTARY SCHOOL DISTRICT
Telephone (559) 585-3620

CALIFORNIA DEPARTMENT OF EDUCATION

Approved

Denied

By _____

FOOD SERVICE AGREEMENT

Administering Sponsor: Hanford Elementary School District
 Receiving Sponsor: Hanford Christian School

This Agreement executed in duplicate and entered into on July 1, 2021 between the **Administering Sponsor, Hanford Elementary School District**, hereinafter referred to as **School Food Authority (SFA)** and the receiving sponsor, hereinafter referred to as **HANFORD CHRISTIAN SCHOOL**, and is created for the purpose of providing Lunches under the National School Lunch Program.

Pursuant to the authority in Section 2202(a) of the Families First Coronavirus Response Act (the FFCRA) (P.L.116-127), as extended by the continuing Appropriations Act, 2021 and Other Extensions Act (P.L. 116-159), and based on the exceptional circumstances of this public health emergency, the Food and Nutrition Service (FNS) established a waiver to allow the National School Lunch Program (SSO) to operate when school is open during the regular school year, through June 30th 2022.

The Hanford Elementary School District will apply for the Waiver for each school site and with proper approval from the CDE, we are anticipating that all school sites receiving meals from the Hanford Elementary School District's Food Service Department for the 2021-2022 school year will not collect meal payments for student meals received.

It is hereby agreed that:

- (1) The **SFA** will represent **HANFORD CHRISTIAN SCHOOL** as the Child Nutrition Program "Sponsor" and will claim reimbursement from the California Department of Education for all meals served to children enrolled in **HANFORD CHRISTIAN SCHOOL**. Reimbursement will be claimed at the rate of one lunch per child per day, only for complete meals counted at the point of service, and (if waiver is not approved) according to each child's eligibility category.
- (2) The **HANFORD CHRISTIAN SCHOOLS** will notify the **SFA** of all Name, Address, Phone and Lunch Period – Serving time changes as they are made, in order to keep the CNIP's application current and in compliance. In addition, the Name, Address, Phone and Lunch Period – Serving times will be submitted annually with this Food Service Agreement.
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- (5) The **SFA** will conduct the free and reduced-price application process, including the distribution, review, and approval of applications for the sites belonging to **HANFORD CHRISTIAN SCHOOL**. The **SFA** will create and update the eligibility roster and provide current lists to **HANFORD CHRISTIAN SCHOOL** as soon as possible after changes occur.

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- (7) The **SFA** will perform the required daily and monthly edit checks.
- (8) The **SFA** will ultimately be responsible for meal count and claiming accountability.
- (9) The **SFA** will perform the verification process and will notify **HANFORD CHRISTIAN SCHOOL** of its findings.
- (10) The **SFA** will assume responsibility for any over-claims identified during a review or audit, and reimburse the State accordingly.
- (11) The **SFA** will include all participating sites from **HANFORD CHRISTIAN SCHOOL** in its agreement with the California Department of Education.
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- (15) **HANFORD CHRISTIAN SCHOOL** will provide the personnel and vehicle necessary to transport the meals.
- (16) **HANFORD CHRISTIAN SCHOOL** will be responsible for transporting the meals from the **SFA** District Kitchen. The pick-up of prepared meals will be no later than 10:45 am.
- (17) The **SFA** will be responsible for maintaining the proper temperature of the meals until **HANFORD CHRISTIAN SCHOOL** takes delivery of the meals. At the time of delivery, **HANFORD CHRISTIAN SCHOOL** will be responsible for documenting and maintaining the proper temperature of the meals until they are served.
- (18) On a daily basis, **HANFORD CHRISTIAN SCHOOL** will return any and all hotel pans and lids that are property owned by the **SFA**.
- (19) **HANFORD CHRISTIAN SCHOOL** will deliver Food Service reports to the **SFA** daily.
- (20) The **SFA** will provide the necessary hotel pans and lids, transport thermos container, thermometer, serving gloves, scoops, ladles, eating utensils, straws and napkins during the term of this agreement.
- (21) **HANFORD CHRISTIAN SCHOOL** will provide personnel to serve meals, clean serving and eating areas, utensils, and any other equipment used to transport meals.

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- (23) The **SFA** will submit to the **HANFORD CHRISTIAN SCHOOL** itemized invoices for the meals provided by the **SFA**. The invoices will be calculated at the following rates (rates are subject to change):
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- (24) **HANFORD CHRISTIAN SCHOOL** will pay **SFA** the full amount as presented on the monthly itemized invoice by the end of the following month
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- (26) The gift or exchange of commodities is not permitted. Until students are served a meal, all food remains the property of the **SFA**.
- (27) **HANFORD CHRISTIAN SCHOOL** will indemnify and hold the **SFA** and its officers, employees, and agents harmless from any and all liability, cost, or expense incurred as a result of negligence on the part of the **HANFORD CHRISTIAN SCHOOL**.
- (28) **HANFORD CHRISTIAN SCHOOL** will keep and maintain liability insurance, including extended coverage for product liability in an amount no less than \$1,000,000 (one million dollars) for each occurrence and will provide the **SFA** with a certificate evidencing insurance in the amount, naming the **SFA** as an additional insured and specifying that the coverage will not be canceled or modified without 10 days' prior written notice to the **SFA**. The **SFA** will keep and maintain liability insurance that covers the **SFA's** liability.
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- (30) **HANFORD CHRISTIAN** will abide by all health and safety rules for serving food. They shall have one employee who has successfully passed an approved and accredited Food Safety Certification Examination. The Certificate must be current and retained on file at the facility at all times. As needed, **SFA** can provide a list of approved classes. After each review by the Kings County Health Department, a copy of the review report will be sent to the **SFA** by **HANFORD CHRISTIAN SCHOOL**.

- (31) **HANFORD CHRISTIAN SCHOOL** will reimburse the **SFA** for any loss of reimbursement funds denied by the National School Lunch Program which arise out of intentional or negligent conduct or omission of **HANFORD CHRISTIAN SCHOOL**
- (32) All business and information relating to the execution of this agreement and the services thereof, including kitchen visitations, will be directed to the Manager of Food Services, **SFA**.

This agreement becomes effective this day and will continue until June 30, 2022.

IN WITNESS WHEREOF, HANFORD ELEMENTARY SCHOOL DISTRICT and HANFORD CHRISTIAN SCHOOL has executed this agreement as of the date first written above.

HANFORD CHRISTIAN SCHOOL
Name and Title of Receiving Sponsor Official

By: _____

(Signature)

(Printed Name)

Title: _____

Date: _____

HANFORD CHRISTIAN SCHOOL
Telephone (559) 584-9207

HANFORD ELEMENTARY SCHOOL DISTRICT
Name and Title of SFA Official

By: _____

(Signature)

Joy C. Gabler

(Printed Name)

Title: Superintendent

Date: _____

HANFORD ELEMENTARY SCHOOL DISTRICT
Telephone (559) 585-3620

CALIFORNIA DEPARTMENT OF EDUCATION

Approved

Denied

By _____

HANFORD ELEMENTARY SCHOOL DISTRICT
AGENDA REQUEST FORM

TO: Joy Gabler
FROM: Jay Strickland
DATE: June 1, 2021

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

Date you wish to have your item considered: June 9, 2021

ITEM: Administrative Panel Recommendations

PURPOSE:
Case# 21-04 Simas