

Hanford Elementary School District

REGULAR BOARD MEETING AGENDA

Wednesday, September 28, 2022

HESD District Office Board Room

714 N. White Street, Hanford, CA

OPEN SESSION

5:30 p.m.

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

CLOSED SESSION

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

Administrative Panel Recommendations

Case# 23-01 Wilson

Case# 23-02 Kennedy

Case# 22-04 Wilson Revoke Readmission

OPEN SESSION

5:50 P.M.

Take action on closed session items

1. PRESENTATIONS, REPORTS AND COMMUNICATIONS

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

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

2. CONSENT ITEMS

(Items listed are considered routine and may be adopted in one motion. If discussion is required, a particular item may be removed upon request by any Board member and made a part of the regular business.)

- a) Accept warrant listings dated September 9, 2022 and September 16, 2022.
- b) Approve minutes of Regular Board Meeting held on September 14, 2022.
- c) Approve interdistrict transfers as recommended.

- *Materials related to an item on this agenda submitted to the Board after distribution of the agenda packet are available for public inspection at the superintendent's Office located at 714 N. White Street, Hanford, CA during regular business hours.*
- *Any individual who requires disability-related accommodations or modifications, including auxiliary aides and services, in order to participate in the Board meeting should contact the Superintendent in writing.*

3. INFORMATION ITEMS

- a) Receive for information the monthly financial reports for the period of 07/01/2022 – 08/31/2022 (Endo)
- b) Receive for information the Independent Citizen's Bond Oversight Committee Annual Report (Endo)
- c) Receive for information the 2022-2023 Enrollment Loss (Strickland)
- d) Receive for information the Clarification Update to the 2022-2023 Local Control Accountability Plan (Heugly)
- e) Receive for information the following revised Board Policy and Administrative Regulation: (Rubalcava)
 - BP/AR 6158 – Independent Study

4. BOARD POLICIES AND ADMINISTRATION

- a) Consider for approval a consultant contract with Central California Intelligence Center (Gabler)
- b) Consider for approval a consultant contract with Ray Trinidad, Mpac People (McConnell)
- c) Consider for approval a consulting services agreement with California State University, Fresno Foundation to provide Parent University Virtual Modules (Gomez)
- d) Consider for approval the renewal of Ground Lease for Telecommunications Towers and Indemnification Agreement with KCOE (Goldsmith)
- e) Consider for approval the following revised Board Policy: (Endo)
 - BP 3110 – Transfer of Funds
- f) Consider for approval the following revised Board Policy and Administrative Regulation: (Endo)
 - BP/AR 3523 – Electronic Signatures
- g) Consider for approval the following revised Board Policy and Administrative Regulation: (Endo)
 - BP/AR 3550 – Food Service/Child Nutrition Program
- h) Consider for approval the following revised Board Policy and Administrative Regulation: (Endo)
 - BP/AR 3551 – Food Service Operations/Cafeteria Fund
- i) Consider for approval the following revised Board Policy and Administrative Regulation: (Endo)
 - BP/AR 3553 – Free and Reduced Price Meals

5. PERSONNEL (Martinez)

a) Employment

Classified

- Cristina Cervantes, READY Program Tutor – 4.5 hrs., King, effective 9/8/22
- Melinda Casarez, Educational Tutor – 4.5 hrs., Richmond, effective 9/6/22

Classified Temps/Sub

- Leslie Arakelian, Substitute Yard Supervisor, Clerk Typist I and Student Specialist, effective 9/8/22
- Olivia Chavez, Substitute Yard Supervisor, effective 9/5/22
- Ronnie Leal, Substitute Yard Supervisor and Custodian I, effective 9/7/22
- Maria Patino de Ponce, Substitute Yard Supervisor, effective 9/6/22
- Francisca Perez, Substitute Yard Supervisor, effective 9/12/22
- Rosa Rodriguez, Substitute Clerk Typist I, effective 9/9/22

- Alex Santiago, Athletic Coach, effective 8/31/22
- Steven Santiago, Athletic Coach, effective 9/2/22
- Alijah Turner, Athletic Coach, effective 9/8/22

Short Term Classified

- Neida Chavez, Short-Term Yard Supervisor – 3.5 hrs., Simas, effective 9/12/22-10/28/22
- Maria Palacios, Short-Term Yard Supervisor – 3.0 hrs., Roosevelt, effective 9/6/22-10/28/22

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

- Mariah Benitez, Girls 4-6th Softball, Hamilton, effective 8/22/22-10/29/22
- Demerio Carre, Boys 4-6th Football, Washington, effective 8/22/22-10/29/22
- Joseph Hernandez, Jr High Drum Coach, Kennedy and Wilson, effective 9/9/22-6/2/23
- Michael Quiñones, Girls 4-6th Softball, Washington, effective 8/22/22-10/29/22
- Alex Santiago, Boys 4-6th Football, Monroe, effective 8/31/22-10/29/22
- Steven Santiago, Boys 4-6th Football, Hamilton, effective 9/2/22-10/29/22
- Kelvin Shepherd, Boys 7th Football, Wilson, effective 8/22/22-10/26/22
- Alijah Turner, Girls 8th Volleyball, Wilson, effective 9/8/22-10/26/22

b) Resignations

Classified

- Maria Herrera Gamboa, Substitute Yard Supervisor, effective 9/2/22

c) Volunteers

<u>Name</u>	<u>School</u>
Irene Gallegos	Jefferson
Estefania Garcia De La Torre	Hamilton
Darlean Levario	Monroe
Debrjah Montejano	Simas
Bodhi Vigario	Roosevelt

d) Consider approval of an Agreement between University of Massachusetts (UMASS) Global (formerly Brandman University) and Hanford Elementary School District

- Authorize to enter into a Memorandum of Understanding between Hanford Elementary School District and UMASS Global for the placement of student teachers and interns for 2022-23 school year.

6. FINANCIAL (Endo)
NONE

ADJOURN MEETING

HANFORD ELEMENTARY SCHOOL DISTRICT
AGENDA REQUEST FORM

TO: Joy Gabler
FROM: Jay Strickland
DATE: September 19, 2022

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

Date you wish to have your item considered: September 28, 2022

ITEM: Administrative Panel Recommendations

PURPOSE:

Case# 23-01 – Wilson
Case# 23-01 – Kennedy
Case# 22-04 – Wilson Revoke Readmission

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 09/19/2022

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 09/28/2022

ITEM:

Consider approval of warrants.

PURPOSE:

The administration is requesting the approval of the warrants as listed on the registers dated: 09/09/22 and 09/16/22.

FISCAL IMPACT:

See attached.

RECOMMENDATIONS:

Approve the warrants.

Warrant Register For Warrants Dated 09/09/2022

Warrant Number	Vendor Number	Vendor Name	Amount
12694904	4566	ALLIED STORAGE CONTAINERS – Services	\$182.33
12694905	6306	KAREN ALVARADO – Reimburse-Mileage	\$28.25
12694906	7810	AMERICA'S BEST VALUE INN – Other Services	\$700.00
12694907	4670	ALICIA ARTHUR – Reimburse-Materials/Supplies	\$200.00
12694908	91	AUTOMATED OFFICE SYSTEMS – Equipment	\$20,368.92
12694909	3067	KAREN BELT – Reimburse-Materials/Supplies	\$64.73
12694910	3654	JOSEFA BUSTOS-PELAYO – Reimburse-Mileage	\$43.19
12694911	1667	CDW GOVERNMENT INC. – Materials/Supplies	\$16,033.88
12694912	6964	CENTRAL VALLEY PRINT SOLUTIONS – Materials/Supplies	\$1,742.23
12694913	6552	CHILDREN'S STORYBOOK GARDEN – Study Trips	\$1,650.00
12694914	7891	CINTAS CORPORATION NO. 2 – Materials/Supplies	\$427.83
12694915	1670	CONTRACT PAPER GROUP INC – Warehouse Inventory	\$38,738.70
12694916	7129	TIMERIE CORREIA – Reimburse-Materials/Supplies	\$197.36
12694917	8021	NATALIE DAMIAN – Reimburse-Materials/Supplies	\$6.90
12694918	4486	GABRIEL DE LEON – Reimburse-Materials/Supplies	\$198.15
12694919	415	DELRAY TIRE & RETREADING INC. – Services/Repair	\$166.74
12694920	4512	DIV. OF STATE ARCHITECT – Richmond II Modernization Project	\$15,807.96
12694921	4512	DIV. OF STATE ARCHITECT – MLK Shade Structure	\$43.77
12694922	4512	DIV. OF STATE ARCHITECT – Monroe Shade Structure	\$38.49
12694923	4512	DIV. OF STATE ARCHITECT – Richmond Shade Structure	\$38.49
12694924	4512	DIV. OF STATE ARCHITECT – JFK Shade Structure	\$50.64
12694925	4512	DIV. OF STATE ARCHITECT – Richmond I Modernization Project	\$3,650.65
12694926	6956	DT CUSTOMS – Services/Repair	\$500.00
12694927	509	EWING IRRIGATION PRODUCTS – Materials/Supplies	\$1,572.90
12694928	7673	STEPHEN L. HAHN INSPECTIONS – Roosevelt I Modernization Project	\$2,625.00
12694929	7592	HANFORD SENTINEL – Equipment	\$1,404.55
12694930	7859	YVONNE HERNANDEZ – Reimburse-Materials/Supplies	\$54.69
12694931	6397	KATIE HEUGLY – Reimburse-Materials/Supplies	\$200.00
12694932	8004	INTERNATIONAL E-Z UP INC – Materials/Supplies	\$7,641.85
12694933	7728	ISTATION – Other Services	\$11,268.00
12694934	759	DARYL L. JOHNSON – Reimburse-Materials/Supplies	\$72.35
12694935	779	KEENAN & ASSOC. CPIC – Health/Welfare Benefits	\$20,650.00
12694936	1783	KELLER MOTORS – Materials/Supplies	\$239.52
12694937	3962	KINGS COUNTY GLASS – Materials/Supplies	\$944.74
12694938	808	KINGS WASTE & RECYCLING – Utilities	\$2,104.20
12694939	808	KINGS WASTE & RECYCLING – Utilities	\$99.20
12694940	7521	LITERACY RESOURCES LLC – Other Services	\$750.00
12694941	6749	LIVESCHOOL – Other Services	\$6,930.00
12694942	7821	LOW COST EARBUDS – Warehouse Inventory	\$3,831.95
12694943	7260	LOWE'S PRO SERVICES – Materials/Supplies	\$1,731.65
12694944	912	MANGINI ASSOCIATES INC. – Woodrow Admin Project	\$4,817.30
12694945	977	ORAL MICHAM INC – Richmond II Modernization Project	\$4,112.57
12694946	8015	MISSION BANK – Richmond II Modernization Project	\$216.46
12694947	8031	DEBRJAH MONTEJANO – Reimburse-Other Services	\$25.00
12694948	6965	MYSTERY SCIENCE INC. – Other Services	\$1,599.00
12694949	6739	NEARPOD INC. – Other Services	\$25,050.00
12694950	7817	NOREDINK CORP – Other Services	\$1,732.50
12694951	7203	PARADIGM HEALTHCARE SERVICES LLC. – Other Services	\$2,219.74

Warrant Register For Warrants

Dated 09/09/2022

Warrant Number	Vendor Number	Vendor Name	Amount
12694952	7280	PUT-IN-CUPS LLC – Materials/Supplies	\$232.76
12694953	7979	SENSORY ROCK LLC – Study Trips	\$2,600.00
12694954	6368	SINCLAIR RESEARCH GROUP – Other Services	\$6,000.01
12694955	6785	SPY SCREEN & IMAGE PRINTING – Materials/Supplies	\$85.80
12694956	4381	STAPLES - BUSINESS ADVANTAGE – Materials/Supplies	\$4,024.75
12694957	1554	SONIA VELO – Reimburse-Mileage	\$54.38
12694958	1558	VERIZON WIRELESS – Telephone Communications	\$1,414.90
12694959	7966	DANAE WILLIAMS-LOFTIS – Reimburse-Mileage	\$52.25
12694960	8029	BRANDON YELDER – Reimburse-Mileage	\$52.50
12694961	6435	ZOHO CORP – Other Services	\$1,295.10
Total Amount of All Warrants:			\$218,584.83

Warrant Register For Warrants

Dated 09/16/2022

Warrant Number	Vendor Number	Vendor Name	Amount
12695489	7879	CARMEN ALVAREZ-VARGAS – MATERIALS/SUPPLIES	\$183.04
12695490	6431	AMAZON.COM – MATERIALS/SUPPLIES	\$4,602.65
12695491	59	ARAMARK UNIFORM & CAREER – OTHER SERVICES	\$174.15
12695492	7230	ARDENT GENERAL INC – ROOS. MODERNIZATION #7 & #8	\$732,834.00
12695493	6253	AT&T – TELEPHONE COMMUNICATIONS	\$2,359.12
12695494	1690	BATTERY SYSTEMS – MATERIALS/SUPPLIES	\$1,605.20
12695495	6112	JENNIFER BAYS – MATERIALS/SUPPLIES	\$95.55
12695496	7399	BIMBO BAKERIES USA – FOOD SERVICES/FOOD	\$2,898.72
12695497	7120	KELSEY CANTRELL – REIMBURSE- MATERIALS/SUPPLIES	\$194.02
12695498	1667	CDW GOVERNMENT INC. MATERIALS/SUPPLIES	\$11,259.96
12695499	6552	CHILDREN'S STORYBOOK GARDEN – OTHER SERVICES	\$495.00
12695500	325	CHILDSWORK CHILDSPLAY – MATERIALS/SUPPLIES	\$23.90
12695501	7985	COAST TROPICAL – FOOD SERVICES – FOOD	\$2,843.70
12695502	4148	CARRIE CORTINAS – REIMBURSE – MATERIALS/SUPPLIES	\$12.95
12695503	6999	KATHRYN COZ – REIMBURSE – MATERIALS/SUPPLIES	\$12.95
12695504	3973	DANIELLE DARPLI – MILEAGE REIMBURSEMENT	\$25.75
12695505	405	DASSEL'S PETROLEUM INC. – REIMBURSE – MATERIALS/SUPPLIES	\$807.64
12695506	5360	EDUPOINT EDUCATIONAL SYSTEMS – OTHER SERVICES	\$30,336.05
12695507	8032	ADELA ESPERICUETA – MILEAGE REIMBURSEMENT	\$122.50
12695508	8034	DELIA FARIA FARPELLA – OTHER SERVICES	\$37.00
12695509	4092	FITNESS FINDERS IN – MATERIALS/SUPPLIES	\$2,570.61
12695510	539	FRANKLIN PLANNER CORPORATION – MATERIALS/SUPPLIES	\$43.92
12695511	1393	GAS COMPANY – UTILITIES	\$1,704.05
12695512	591	GOLD STAR FOODS – FOOD SERVICES - FOOD	\$16,865.01
12695513	1458	JULIAN GONZALEZ – REIMBURSE – MATERIALS/SUPPLIES	\$200.00
12695514	632	CITY OF HANFORD – UTILITIES	\$34,758.86
12695515	8038	RUBY HERNANDEZ – REIMBURSE – MATERIALS/SUPPLIES	\$25.00
12695516	2188	THE HOME DEPOT PRO – WAREHOUSE INVENTORY	\$725.01
12695517	4597	IVS COMPUTER TECHNOLOGY – OTHER SERVICES	\$6,231.52
12695518	5913	JAMI JENKINS – MILEAGE REIMBURSEMENT	\$192.25
12695519	6997	KIT CARSON UNION ELEMENTARY – OTHER SERVICES	\$2,500.00
12695520	7521	LITERACY RESOURCES LLC – MATERIALS/SUPPLIES	\$536.76
12695521	3424	JACQUELINE MONZON – REIMBURSE – MATERIALS/SUPPLIES	\$200.00
12695522	2909	MARCELA NICOLE NASH – MILEAGE REIMBURSEMENT	\$42.38
12695523	6743	NORMA NAVARRETE NAVARRO – MILEAGE REIMBURSEMENT	\$15.44
12695524	1058	ODP BUSINESS SOLUTIONS LLC – MATERIALS/SUPPLIES	\$246.53
12695525	8008	OFFICE SOURCE 360 – MATERIALS/SUPPLIES	\$3,784.46
12695526	5111	P & R PAPER SUPPLY COMPANY INC – MATERIALS/SUPPLIES	\$6,327.06
12695527	7544	ASHLEY POND – REIMBURSE – MATERIALS/SUPPLIES	\$149.28
12695528	6946	MARIA PORRAS – REIMBURSE – MATERIALS/SUPPLIES	\$65.00
12695529	1168	PRODUCERS DAIRY PRODUCTS – FOOD SERVICES – FOOD	\$14,453.39
12695530	1901	PYRAMID CABINET SYSTEMS INC. – MATERIALS/SUPPLIES	\$1,304.16
12695531	1188	QUILL LLC – WAREHOUSE INVENTORY	\$3,339.27
12695532	7428	R.V. NUCCIO & ASSOCIATES - INSURANCE	\$2,016.00
12695533	4827	RAYMOND GEDDES & CO. INC. – MATERIALS/SUPPLIES	\$620.86
12695534	1227	RENAISSANCE LEARNING INC. – SOFTWARE	\$9,535.00
12695535	3583	SAN JOAQUIN IMPERIAL – SERVICES/REPAIRS	\$1,797.95
12695536	1303	SAVE MART SUPERMARKETS – FOOD SERVICES – FOOD	\$228.48

Warrant Register For Warrants

Dated 09/16/2022

Warrant Number	Vendor Number	Vendor Name	Amount
12695537	1327	SCHOOL SPECIALTY LLC – MATERIALS/SUPPLIES	\$85.66
12695538	3207	SCHOOLPLANNERS.COM – MATERIALS/SUPPLIES	\$476.00
12695539	7292	SCREENCAST-O-MATIC – SOFTWARE	\$240.00
12695540	6122	SHI INTERNATIONAL CORP - SOFTWARE	\$12,500.00
12695541	3743	SHRED-IT USA – FRESNO – SHREDDING SERVICES	\$2,317.44
12695542	6826	SITELOGIQ – OTHER SERVICES	\$4,951.00
12695543	1374	SMART & FINAL STORES (HFD DO) – MATERIALS/SUPPLIES	\$1,157.60
12695544	1801	SMART & FINAL STORES (HFD KIT) – FOOD SERVICES – FOOD	\$157.09
12695545	1392	SOUTHERN CALIFORNIA EDISON CO. – UTILITIES	\$13,023.42
12695546	2031	SOUTHWEST SCH & OFFICE SUPPLY – WAREHOUSE	\$6,623.25
12695547	1403	STANISLAUS FOUNDATION – DENTAL – HEALTH/WELFARE BENEFITS	\$9,743.91
12695548	1403	STANISLAUS FOUNDATION – DENTAL– HEALTH/WELFARE BENEFITS	\$10,202.69
12695549	4541	STONEYS CONCRETE LLC– MATERIALS/SUPPLIES	\$372.75
12695550	1444	SYSCO FOODSERVICES OF MODESTO – MATERIALS/SUPPLIES	\$36,881.15
12695551	6744	OSCAR TAFOLLA – MATERIALS/SUPPLIES	\$47.33
12695552	6697	JENNIFER TAYLOR – REIMBURSE – MATERIALS/SUPPLIES	\$200.00
12695553	1554	SONIA VELO – REIMBURSE – MATERIALS/SUPPLIES	\$80.71
		Total Amount of All Warrants:	\$1,000,462.10

Credit Card Register For Payments

Dated 09/16/2022

Document Number	Vendor Number	Vendor Name	Amount
14034130	5747	CRISIS PREVENTION INSTITUTE – MATERIALS/SUPPLIES	\$2,114.35
14034131	4125	DISCOUNT SCHOOL SUPPLY – MATERIALS/SUPPLIES	\$150.35
14034132	599	GOPHER SPORT – MATERIALS/SUPPLIES	\$707.52
14034133	3653	HEINEMANN PUBLISHING – MATERIALS/SUPPLIES	\$5,027.22
14034134	5280	J&E RESTAURANT SUPPLY INC – MATERIALS/SUPPLIES	\$11,853.27
14034135	831	LAKESHORE LEARNING MATERIALS – MATERIALS/SUPPLIES	\$1,519.81
14034136	1071	ORIENTAL TRADING CO. INC. – MATERIALS/SUPPLIES	\$386.79
14034137	1214	REALLY GOOD STUFF – MATERIALS/SUPPLIES	\$440.42
14034138	2524	ROCHESTER 100 INC. – MATERIALS/SUPPLIES	\$3,292.00
14034139	5120	SAFETY DEPOT – MATERIALS/SUPPLIES	\$92.25
Total Amount of All Credit Card Payments:			\$25,583.98

Hanford Elementary School District
Minutes of the Regular Board Meeting
September 14, 2022

Minutes of the Regular Board Meeting of the Hanford Elementary School District Board of Trustees on September 14, 2022, at the District Office Board Room, 714 N. White Street, Hanford, CA.

Call to Order Vice-President Revious called the meeting to order at 5:30 p.m. Trustee Garcia, Hernandez, and Strickland were present. President Garner arrived at 5:34 pm.

HESD Managers Present Joy C. Gabler, Superintendent, and the following administrators were present: Kristina Baldwin, Jason Brasil, Lindsey Calvillo, David Endo, David Goldsmith, Lucy Gomez, Lindsay Hastings, Robert Heugly, Jaime Martinez, Karen McConnell, Cynthia Pursell, Jill Rubalcava and Jay Strickland.

PRESENTATION, REPORTS AND COMMUNICATIONS

Public Comments None

Board and Staff Comments None

Requests to Address the Board None

Dates to Remember Vice-President Revious reviewed dates to remember: Elementary Football & Softball Games – September 22nd; Regular Board Meeting – September 28th.

CONSENT ITEMS

Trustee Garcia made a motion to take consent items "a" through "e" together.

Trustee Hernandez seconded; motion carried 4-0:

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

Trustee Garcia then made a motion to approve consent items "a" through "e".

Trustee Hernandez seconded; motion carried 4-0:

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

The items approved are as follows:

- a) Warrant listings August 19, 2022; August 26, 2022 and September 2, 2022.
- b) Approve minutes of Regular Board Meeting held on August 24, 2022.
- c) Approve interdistrict transfers as recommended.
- d) Approve donation of dictionaries from Rotary Club of Hanford Sunset for all 3rd grade students.
- e) Approve donation of 384 backpacks from Hanford Costco to Lincoln students.

Trustee Strickland thanked Rotary Club and Hanford Costco for their donations.

INFORMATION ITEMS

- BP 3110** a) David Endo, Chief Business Official, presented for information the following revised Board Policy:
 - BP 3110 – Transfer of Funds
- BP/AR 3523** b) David Endo, Chief Business Official, presented for information the following revised Board Policy and Administrative Regulation:
 - BP/AR 3523 – Electronic Signatures
- PB/AR 3550** c) David Endo, Chief Business Official, presented for information the following revised Board Policy and Administrative Regulation:
 - BP/AR 3550 – Food Service/Child Nutrition Program
- BP/AR 3551** d) David Endo, Chief Business Official, presented for information the following revised Board Policy and Administrative Regulation:
 - BP/AR 3551 – Food Service Operations/Cafeteria Fund
- BP/AR 3553** e) David Endo, Chief Business Official, presented for information the following revised Board Policy and Administrative Regulation:
 - BP/AR 3553 – Free and Reduced Price Meals

BOARD POLICIES AND ADMINISTRATION

- Resolution #08-23** a) Trustee Revious made a motion to adopt Resolution #05-23: Regarding Absent Board Member Compensation for Robert Garcia. Trustee Strickland seconded; motion carried 4-0:
 - Garcia – Abstention
 - Garner – Yes
 - Hernandez – Yes
 - Revious – Yes
 - Strickland – Yes
- Resolution #06-23** b) Trustee Garcia made a motion to adopt Resolution #06-23: Conflict of Interest Code. Trustee Hernandez seconded; motion carried 5-0:
 - Garcia – Yes
 - Garner – Yes
 - Hernandez – Yes
 - Revious – Yes

Strickland – Yes

School Safety Operations Superintendent requested this item be brought back at the next scheduled meeting. She has a second lead and is working on a proposal.

- c) Trustee Strickland made a motion to table the item, consultant contract with School Safety Operations, for the next schedule meeting. Trustee Revious seconded; motion carried 5-0:

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

Bricks4Kids d) Trustee Strickland made a motion to approve the consultant contract with Bricks4Kids. Trustee Revious seconded; motion carried 5-0:

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

Out-of-State Travel e) Trustee Strickland made a motion to approve the out-of-state travel for one HESD School Psychologist. Trustee Garcia 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 "e" together. Trustee Hernandez 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 "e". Trustee Garcia seconded; the motion carried 5-0:

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

The following items were approved:

**Item "a" –
Employment**

Classified

- Rylyn Burnett, READY Program Tutor – 4.5 hrs., Monroe, effective 8/15/22
- Tia Cooper, Special Circumstances Aide – 5.75 hrs., Wilson, effective 9/2/22
- Audussie Martinez, Education Tutor – 4.5 hrs., Roosevelt, effective 8/23/22
- Natasha Trevino, Bus Driver – 4.5 hrs., Transportation, effective 8/29/22

Classified Temps/Sub

- Strajee' Brown-Burke, Substitute Special Circumstance Aide and Special Education Aide, effective 9/1/22
- Neida Chavez, Substitute Yard Supervisor, effective 8/31/22

Short Term Classified

- Silvia Foreman, Short-Term Special Circumstances Aide – 5.75 hrs., Simas, effective 8/9/22-12/16/22
- Guadalupe Gonzales, Short-Term Yard Supervisor – 3.5 hrs., Roosevelt, effective 8/29/22-9/30/22
- Gina Jundt, Short-Term Yard Supervisor – 1.5 hrs., Roosevelt, effective 8/22/22-9/30/22
- Brentny Miller, Short-Term Yard Supervisor – 1.5 hrs., Roosevelt, effective 8/22/22-9/30/22
- Olga Ramirez, Short-Term Yard Supervisor – 3.5 hrs., Roosevelt, effective 8/22/22-9/30/22
- Leslie Santamaria, Short-Term READY Program Tutor – 4.5 hrs., Simas, effective 8/9/22-9/22/22
- Ashley Sosa, Short-Term Special Circumstances Aide – 5.75 hrs., Simas, effective 8/9/22-10/3/22

Promotion/Transfer

- Mayra Rodriguez Delgado, from Food Service Worker I – 3.0 hrs., Monroe, to Food Service Worker I – 3.0 hrs., Hamilton, effective 8/18/22

**Item "b" –
Resignations**

Classified

- Yusra Almarush, Yard Supervisor – 3.5 hrs., Simas, effective 8/25/22
- Allen Christian Altamirano, Special Circumstances Aide – 5.75 hrs., Monroe, effective 9/1/22
- Mariah Benitez, Yard Supervisor – 2.5 hrs., Monroe, effective 6/3/22
- Krystal Calderon, Yard Supervisor – 2.25 hrs., King, effective 8/19/22
- Tia Cooper, Yard Supervisor – 3.25 hrs., Wilson, effective 9/1/22
- Jenny Delgado, Yard Supervisor – 3.5 hrs., Kennedy, effective 8/11/22
- Anahi Linan, Yard Supervisor – 1.5 hrs., Roosevelt, effective 6/3/22
- Ivette Macias Ortiz, Substitute Yard Supervisor, effective 6/3/22
- Audussie Martinez, Yard Supervisor – 3.5 hrs., Roosevelt, effective 8/22/22

**Item "c" –
Certificated
Transfers/
Reassignments/
Reinstatements**

Certificated Transfers/Reassignments/Reinstatements, effective 8/04/22

Involuntary Transfers

- Timerie Correia, from 4th Grade Teacher, Monroe, to Kindergarten Teacher, Monroe
- Kathryn Coz, from 6th Grade Teacher, Roosevelt, to 1st Grade Teacher, Roosevelt
- Jenifer Laird, from 3rd Grade Teacher, Richmond, to Independent Study Teacher
- Guadalupe Mangandi, from 6th Grade Teacher, Hamilton, to 1st Grade Teacher, MLK

- Amy Neumann, from Kindergarten Teacher, Richmond, to Kindergarten Teacher, Hamilton
- Margarita Royal, from 5th Grade Teacher Roosevelt, to Kindergarten Teacher, Roosevelt

Combination Class Assignment

- Lisa Hinojos, from TK Teacher, Lincoln, to TK/K Teacher, Lincoln

**Item "c" –
Volunteers**

<u>Name</u>	<u>School</u>
Jessica Valencia	Simas
Maryra Hernandez Ortiz	Jefferson
Kerri Hodgson	Hamilton
Diana Garcia	Washington
Nereyda Ramirez	Washington
Lorena Fernandez	District Office
Anthony Gracian	District Office

Item "d" – Term Approve Variable Term Waiver Request, EC 44253.3

- Waiver Request**
- BCLAD for Gladys Cruz, Kindergarten Dual Immersion Teacher, Jefferson Academy for 2022-23 School Year

FINANCIAL

Resolution #07-a) Trustee Garcia made a motion to adopt Resolution # 07-23: Accounting of Developer Fees. Trustee Strickland seconded; motion carried 5-0:

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

**Citizen's
Oversight
Committee**

- b) Trustee Revious made a motion to approve the Citizens' Oversight Committee Members. Trustee Hernandez seconded; motion carried 5-0:

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

Adjournment There being no further business, President Garner adjourned the meeting at 5:43 p.m.

Respectfully submitted,

Joy C. Gabler,
Secretary to the Board of Trustees

Approved:

Jeff Garner, President

Lupe Hernandez, Clerk

No	Reason	A/D	Sch Req'd	Home Sch	Date
I-272	O	A	Simas	Lemoore	9/20/2022
I-273	O	A	Simas	Pioneer	9/20/2022
I-274	O	A	Simas	Pioneer	9/20/2022
I-275	O	A	Simas	Pioneer	9/20/2022
I-276	O	A	Simas	Pioneer	9/20/2022
I-277	O	A	Wilson	Pioneer	9/20/2022
I-278	O	D	Monroe	Pioneer	9/20/2022

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 09/19/2022

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☒ Information
☐ Action

Date you wish to have your item considered: 09/28/2022

ITEM:

Receive for information monthly financial reports for the period of 07/01/2022-08/31/2022.

PURPOSE:

Attached are financial summaries for all of the District's funds for the period of 07/01/2022-08/31/2022.

FISCAL IMPACT:

The financial reports are informational only.

RECOMMENDATIONS:

Receive the monthly financial reports.

13 Hanford Elementary School District
 Fiscal Year: 2023
 Requested by dendo

Fiscal Position Report

August 2022

Page 1 of 12

9/15/2022 10:01:41AM

Fund: 0100 General Fund

		August Amount	YTD Amount	Working Budget	% of Budget	% Remain
BEGINNING BALANCE						
Net Beginning Balance	9791-9795		\$26,676,557.84	\$26,676,557.84		
REVENUES						
1) LCFF Sources	8010-8099	\$3,487,047.06	\$3,487,047.06	\$71,515,502.00	4.88	95.12
2) Federal Revenues	8100-8299	\$0.00	\$2,189,706.34	\$12,688,176.98	17.26	82.74
3) Other State Revenues	8300-8599	\$450,137.00	\$1,594,787.94	\$16,806,770.82	9.49	90.51
4) Other Local Revenues	8600-8799	\$181,692.77	\$186,423.79	\$3,089,921.55	6.03	93.97
5) Total, Revenues		\$4,118,876.83	\$7,457,965.13	\$104,100,371.35	7.16	92.84
EXPENDITURES						
1) Certificated Salaries	1000-1999	\$3,214,910.05	\$3,717,545.32	\$36,481,496.91	10.19	89.81
2) Classified Salaries	2000-2999	\$1,249,231.87	\$2,068,029.31	\$15,032,175.29	13.76	86.24
3) Employee Benefits	3000-3999	\$1,326,561.85	\$1,815,463.93	\$25,355,372.88	7.16	92.84
4) Books and Supplies	4000-4999	\$254,878.41	\$346,417.89	\$4,715,449.37	7.35	92.65
5) Services, Oth Oper Exp	5000-5999	\$621,528.07	\$1,305,374.08	\$6,903,177.14	18.91	81.09
6) Capital Outlay	6000-6999	\$56,761.84	\$56,761.84	\$3,342,242.74	1.70	98.30
7) Other Outgo(excl. 7300`s)	7100-7499	(\$30,967.25)	(\$30,967.25)	\$1,962,708.03	(1.58)	101.58
8) Direct/Indirect Support	7300-7399	\$0.00	\$0.00	(\$65,000.00)	0.00	100.00
9) Total Expenditures		\$6,692,904.84	\$9,278,625.12	\$93,727,622.36	9.90	90.10
OTHER FINANCING SOURCES/USES						
1) Transfers						
B) Transfers Out	7610-7629	\$0.00	\$0.00	\$4,285,000.00	0.00	100.00
3) Contributions	8980-8999	\$0.00	\$0.00	\$0.00	0.00	100.00
4) Total, Other Financing Sources/Uses		\$0.00	\$0.00	(\$4,285,000.00)	0.00	100.00
NET INCREASE (DECREASE) IN FUND BALANCE		(\$2,574,028.01)	(\$1,820,659.99)	\$6,087,748.99		
ENDING FUND BALANCE			\$24,855,897.85	\$32,764,306.83		

13 Hanford Elementary School District
Fiscal Year: 2023
Requested by dendo

Fiscal Position Report
August 2022

Fund: 0800 Student Activity Special Revenue Fund

		August Amount	YTD Amount	Working Budget	% of Budget	% Remain
BEGINNING BALANCE						
Net Beginning Balance	9791-9795		\$32,993.24	\$32,993.24		
REVENUES						
4) Other Local Revenues	8600-8799	\$0.00	\$0.00	\$0.00	0.00	100.00
5) Total, Revenues		\$0.00	\$0.00	\$0.00	0.00	100.00
EXPENDITURES						
4) Books and Supplies	4000-4999	\$0.00	\$0.00	\$0.00	0.00	100.00
5) Services, Oth Oper Exp	5000-5999	\$0.00	\$0.00	\$0.00	0.00	100.00
9) Total Expenditures		\$0.00	\$0.00	\$0.00	0.00	100.00
NET INCREASE (DECREASE) IN FUND BALANCE		\$0.00	\$0.00	\$0.00		
ENDING FUND BALANCE			\$32,993.24	\$32,993.24		

13 Hanford Elementary School District
Fiscal Year: 2023
Requested by dendo

Fiscal Position Report
August 2022

9/15/2022 10:01:41AM

Fund: 0900 Charter Schools Fund

		August Amount	YTD Amount	Working Budget	% of Budget	% Remain
BEGINNING BALANCE						
Net Beginning Balance	9791-9795		\$1.73	\$1.73		
REVENUES						
4) Other Local Revenues	8600-8799	\$0.00	\$0.00	\$66.41	0.00	100.00
5) Total, Revenues		\$0.00	\$0.00	\$66.41	0.00	100.00
NET INCREASE (DECREASE) IN FUND BALANCE		\$0.00	\$0.00	\$66.41		
ENDING FUND BALANCE			\$1.73	\$68.14		

13 Hanford Elementary School District
 Fiscal Year: 2023
 Requested by dendo

Fiscal Position Report

August 2022

Page 4 of 12

9/15/2022 10:01:41AM

Fund: 1300 Cafeteria Fund

		August Amount	YTD Amount	Working Budget	% of Budget	% Remain
BEGINNING BALANCE						
Net Beginning Balance	9791-9795		\$2,364,190.61	\$2,364,190.61		
REVENUES						
2) Federal Revenues	8100-8299	\$0.00	\$146,412.11	\$3,728,459.00	3.93	96.07
3) Other State Revenues	8300-8599	\$0.00	\$0.00	\$282,422.00	0.00	100.00
4) Other Local Revenues	8600-8799	(\$13.63)	\$0.00	\$155,786.25	0.00	100.00
5) Total, Revenues		(\$13.63)	\$146,412.11	\$4,166,667.25	3.51	96.49
EXPENDITURES						
2) Classified Salaries	2000-2999	\$125,770.25	\$175,169.04	\$1,405,199.00	12.47	87.53
3) Employee Benefits	3000-3999	\$37,835.04	\$56,917.91	\$632,854.00	8.99	91.01
4) Books and Supplies	4000-4999	\$91,507.24	\$91,666.64	\$2,435,702.76	3.76	96.24
5) Services, Oth Oper Exp	5000-5999	(\$318.10)	(\$318.10)	(\$45,025.59)	0.71	99.29
8) Direct/Indirect Support	7300-7399	\$0.00	\$0.00	\$65,000.00	0.00	100.00
9) Total Expenditures		\$254,794.43	\$323,435.49	\$4,493,730.17	7.20	92.80
NET INCREASE (DECREASE) IN FUND BALANCE		(\$254,808.06)	(\$177,023.38)	(\$327,062.92)		
ENDING FUND BALANCE			\$2,187,167.23	\$2,037,127.69		

13 Hanford Elementary School District
 Fiscal Year: 2023
 Requested by dendo

Fiscal Position Report

August 2022

9/15/2022 10:01:41AM

Fund: 1400 Deferred Maintenance Fund

		August Amount	YTD Amount	Working Budget	% of Budget	% Remain
BEGINNING BALANCE						
Net Beginning Balance	9791-9795		\$339,382.06	\$339,382.06		
REVENUES						
1) LCFF Sources	8010-8099	\$0.00	\$0.00	\$300,000.00	0.00	100.00
4) Other Local Revenues	8600-8799	\$0.00	\$0.00	\$17,389.61	0.00	100.00
5) Total, Revenues		\$0.00	\$0.00	\$317,389.61	0.00	100.00
EXPENDITURES						
5) Services, Oth Oper Exp	5000-5999	\$130,150.00	\$130,150.00	\$169,000.00	77.01	22.99
6) Capital Outlay	6000-6999	\$0.00	\$0.00	\$0.00	0.00	100.00
9) Total Expenditures		\$130,150.00	\$130,150.00	\$169,000.00	77.01	22.99
NET INCREASE (DECREASE) IN FUND BALANCE		(\$130,150.00)	(\$130,150.00)	\$148,389.61		
ENDING FUND BALANCE			\$209,232.06	\$487,771.67		

13 Hanford Elementary School District
 Fiscal Year: 2023
 Requested by dendo

Fiscal Position Report

August 2022

9/15/2022 10:01:41AM

Fund: 1500 Pupil Transportation Equip

		August Amount	YTD Amount	Working Budget	% of Budget	% Remain
BEGINNING BALANCE						
Net Beginning Balance	9791-9795		\$283,748.56	\$283,748.56		
REVENUES						
4) Other Local Revenues	8600-8799	\$0.00	\$0.00	\$14,194.71	0.00	100.00
5) Total, Revenues		\$0.00	\$0.00	\$14,194.71	0.00	100.00
EXPENDITURES						
6) Capital Outlay	6000-6999	\$0.00	\$0.00	\$0.00	0.00	100.00
9) Total Expenditures		\$0.00	\$0.00	\$0.00	0.00	100.00
OTHER FINANCING SOURCES/USES						
1) Transfers						
A) Transfers In	8910-8929	\$0.00	\$0.00	\$100,000.00	0.00	100.00
4) Total, Other Financing Sources/Uses		\$0.00	\$0.00	\$100,000.00	0.00	100.00
NET INCREASE (DECREASE) IN FUND BALANCE		\$0.00	\$0.00	\$114,194.71		
ENDING FUND BALANCE			\$283,748.56	\$397,943.27		

13 Hanford Elementary School District
 Fiscal Year: 2023
 Requested by dendo

Fiscal Position Report

August 2022

9/15/2022 10:01:41AM

Fund: 2000 SPECIAL RESERVE FUND FOR OTHER POSTE

		August Amount	YTD Amount	Working Budget	% of Budget	% Remain
BEGINNING BALANCE						
Net Beginning Balance	9791-9795		\$11,428,322.05	\$11,428,322.05		
REVENUES						
4) Other Local Revenues	8600-8799	\$0.00	\$0.00	\$560,880.53	0.00	100.00
5) Total, Revenues		\$0.00	\$0.00	\$560,880.53	0.00	100.00
OTHER FINANCING SOURCES/USES						
1) Transfers						
A) Transfers In	8910-8929	\$0.00	\$0.00	\$1,185,000.00	0.00	100.00
4) Total, Other Financing Sources/Uses		\$0.00	\$0.00	\$1,185,000.00	0.00	100.00
NET INCREASE (DECREASE) IN FUND BALANCE		\$0.00	\$0.00	\$1,745,880.53		
ENDING FUND BALANCE			\$11,428,322.05	\$13,174,202.58		

13 Hanford Elementary School District
 Fiscal Year: 2023
 Requested by dendo

Fiscal Position Report

August 2022

9/15/2022 10:01:41AM

Fund: 2120 Building Funds - Local 2

		August Amount	YTD Amount	Working Budget	% of Budget	% Remain
BEGINNING BALANCE						
Net Beginning Balance	9791-9795		\$2,102,106.58	\$2,102,106.58		
REVENUES						
4) Other Local Revenues	8600-8799	\$0.00	\$0.00	\$82,934.22	0.00	100.00
5) Total, Revenues		\$0.00	\$0.00	\$82,934.22	0.00	100.00
EXPENDITURES						
6) Capital Outlay	6000-6999	\$28,013.20	\$28,013.20	\$1,800,000.00	1.56	98.44
9) Total Expenditures		\$28,013.20	\$28,013.20	\$1,800,000.00	1.56	98.44
OTHER FINANCING SOURCES/USES						
1) Transfers						
B) Transfers Out	7610-7629	\$0.00	\$0.00	\$385,040.80	0.00	100.00
4) Total, Other Financing Sources/Uses		\$0.00	\$0.00	(\$385,040.80)	0.00	100.00
NET INCREASE (DECREASE) IN FUND BALANCE						
		<u>(\$28,013.20)</u>	<u>(\$28,013.20)</u>	<u>(\$2,102,106.58)</u>		
ENDING FUND BALANCE						
			<u>\$2,074,093.38</u>	<u>\$0.00</u>		

13 Hanford Elementary School District
 Fiscal Year: 2023
 Requested by dendo

Fiscal Position Report

August 2022

Page 9 of 12

9/15/2022 10:01:41AM

Fund: 2500 CapitalFacilities Fund

		August Amount	YTD Amount	Working Budget	% of Budget	% Remain
BEGINNING BALANCE						
Net Beginning Balance	9791-9795		\$887,458.12	\$887,458.12		
REVENUES						
4) Other Local Revenues	8600-8799	\$0.00	\$0.00	\$131,076.55	0.00	100.00
5) Total, Revenues		\$0.00	\$0.00	\$131,076.55	0.00	100.00
EXPENDITURES						
5) Services, Oth Oper Exp	5000-5999	\$97,581.27	\$97,581.27	\$120,000.00	81.32	18.68
9) Total Expenditures		\$97,581.27	\$97,581.27	\$120,000.00	81.32	18.68
NET INCREASE (DECREASE) IN FUND BALANCE		<u>(\$97,581.27)</u>	<u>(\$97,581.27)</u>	<u>\$11,076.55</u>		
ENDING FUND BALANCE			<u>\$789,876.85</u>	<u>\$898,534.67</u>		

13 Hanford Elementary School District
 Fiscal Year: 2023
 Requested by dendo

Fiscal Position Report

August 2022

9/15/2022 10:01:41AM

Fund: 3500 SCHOOL FACILITY PROGRAM

		August Amount	YTD Amount	Working Budget	% of Budget	% Remain
BEGINNING BALANCE						
Net Beginning Balance	9791-9795		\$912,793.74	\$912,793.74		
REVENUES						
4) Other Local Revenues	8600-8799	\$0.00	\$0.00	\$47,679.19	0.00	100.00
5) Total, Revenues		\$0.00	\$0.00	\$47,679.19	0.00	100.00
EXPENDITURES						
5) Services, Oth Oper Exp	5000-5999	\$182.33	\$364.66	\$1,093.98	33.33	66.67
6) Capital Outlay	6000-6999	\$14,890.00	\$14,890.00	\$1,350,485.53	1.10	98.90
9) Total Expenditures		\$15,072.33	\$15,254.66	\$1,351,579.51	1.13	98.87
OTHER FINANCING SOURCES/USES						
1) Transfers						
A) Transfers In	8910-8929	\$0.00	\$0.00	\$391,106.58	0.00	100.00
3) Contributions	8980-8999	\$0.00	\$0.00	\$0.00	0.00	100.00
4) Total, Other Financing Sources/Uses		\$0.00	\$0.00	\$391,106.58	0.00	100.00
NET INCREASE (DECREASE) IN FUND BALANCE		(\$15,072.33)	(\$15,254.66)	(\$912,793.74)		
ENDING FUND BALANCE			\$897,539.08	\$0.00		

13 Hanford Elementary School District
 Fiscal Year: 2023
 Requested by dendo

Fiscal Position Report

August 2022

9/15/2022 10:01:41AM

Fund: 4000 Special Reserve - Capital Outlay

		August Amount	YTD Amount	Working Budget	% of Budget	% Remain
BEGINNING BALANCE						
Net Beginning Balance	9791-9795		\$78,058.38	\$78,058.38		
REVENUES						
4) Other Local Revenues	8600-8799	\$0.00	\$0.00	\$3,579.63	0.00	100.00
5) Total, Revenues		\$0.00	\$0.00	\$3,579.63	0.00	100.00
EXPENDITURES						
6) Capital Outlay	6000-6999	\$0.00	\$0.00	\$200,000.00	0.00	100.00
9) Total Expenditures		\$0.00	\$0.00	\$200,000.00	0.00	100.00
OTHER FINANCING SOURCES/USES						
1) Transfers						
A) Transfers In	8910-8929	\$0.00	\$0.00	\$3,000,000.00	0.00	100.00
4) Total, Other Financing Sources/Uses		\$0.00	\$0.00	\$3,000,000.00	0.00	100.00
NET INCREASE (DECREASE) IN FUND BALANCE		\$0.00	\$0.00	\$2,803,579.63		
ENDING FUND BALANCE			\$78,058.38	\$2,881,638.01		

13 Hanford Elementary School District
 Fiscal Year: 2023
 Requested by dendo

Fiscal Position Report

August 2022

9/15/2022 10:01:41AM

Fund: 6720 Self-Insurance/Other

		August Amount	YTD Amount	Working Budget	% of Budget	% Remain
BEGINNING BALANCE						
Net Beginning Balance	9791-9795		\$663,056.16	\$663,056.16		
REVENUES						
4) Other Local Revenues	8600-8799	\$29,396.72	\$36,378.06	\$778,317.42	4.67	95.33
5) Total, Revenues		\$29,396.72	\$36,378.06	\$778,317.42	4.67	95.33
EXPENDITURES						
5) Services, Oth Oper Exp	5000-5999	\$80,337.14	\$144,296.32	\$749,000.00	19.27	80.73
9) Total Expenditures		\$80,337.14	\$144,296.32	\$749,000.00	19.27	80.73
NET INCREASE (DECREASE) IN FUND BALANCE		(\$50,940.42)	(\$107,918.26)	\$29,317.42		
ENDING FUND BALANCE			\$555,137.90	\$692,373.58		

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Bond Oversight Committee Chairperson

DATE: 09/19/2022

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☒ Information
☐ Action

Date you wish to have your item considered: 09/28/2022

ITEM:

Receive the Independent Citizen's Bond Oversight Committee annual report for information.

PURPOSE:

The Independent Citizens' Bond Oversight Committee is submitting the attached annual report for information consistent with the committee's bylaws.

FISCAL IMPACT:

See attached.

RECOMMENDATIONS:

This item is for information.



Hanford Elementary School District

INDEPENDENT CITIZENS' BOND OVERSIGHT COMMITTEE

Annual Report

09/15/2022

The Independent Citizens' Oversight Committee received information on the following topics:

- Role and bylaws of the Independent Citizens' Oversight Committee
- Reviewed bond projects and expenditures
 - Richmond Elementary School (phase I and II) and Roosevelt Elementary School (phase I and II) Modernization projects

The Independent Citizens' Oversight Committee inspected the Richmond Elementary School modernization project.

The Independent Citizens' Oversight Committee approved the following items:
Measure U Financial and Performance Audit

The District is in compliance with the requirements of Article XIII A, Section 1(b)(3) of the California Constitution as follows:

- Bond proceeds were only used for construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities.
- The specific school facilities projects to be funded and certification that the school district board has evaluated safety, class size reduction, and information technology needs in developing that list.
- The school district board conducted an annual, independent performance audit to ensure that the funds have been expended only on the specific projects listed.
- The school district board conducted an annual, independent financial audit of the proceeds from the sale of the bonds until all of those proceeds have been expended for the school facilities projects.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Jay Strickland

DATE: September 13, 2022

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☒ Information
☐ Action

Date you wish to have your item considered: September 28, 2022

ITEM: 2022-2023 enrollment loss**PURPOSE:** To review enrollment loss and indicate where these students are attending school for 2022-2023.**FISCAL IMPACT:** None**RECOMMENDATIONS:** To approve

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy Gabler

FROM: Robert Heugly

DATE: September 19, 2022

For: ☒ Board Meeting
☐ Superintendent's Cabinet

For: ☒ Information
☐ Action

Date you wish to have your item considered: September 28, 2022

ITEM: Receive for Information on Clarification Update to the 2022-2023 Local Control Accountability Plan

PURPOSE: After board approval of the 2022-2023 LCAP, the LCAP was submitted to Kings County Office of Education (KCOE) for approval. Prior to KCOE's approval, KCOE requested clarification and edits to these sections:

- LCAP 1.19 on page 4 (Correction from \$15,777,883 to \$15,776,883)
- LCAP 6.07 on pages 99-118
 - Goal 2.3 - add initial performance data points mentioned for all groups
 - Goal 3.1 - add initial performance data points mentioned for all groups
 - Goal 3.2 - move baseline data to support the need-add initial performance data points mentioned for all groups
 - Goal 4.1 - add initial performance data points mentioned for all groups
 - Goal 4.2 - move baseline data to support the need-add initial performance data points mentioned for all groups
 - Goal 4.3 - add initial performance data points mentioned for all groups
 - Goal 4.4 - add initial performance data points mentioned for all groups
- LCAP 6.04 on page 118 (Add a Goal 2.4)
- LCAP 8.24 on page 125
 - Changed 4.1 from \$1,083,734 to \$1,083,733
 - Changed 4.3 from \$2,990,890 to \$2,990,891
 - Changed 5.2 from \$111,520 to \$110,520
- LCAP 8.29 on page 127 (Changes on 8.24 now reflect on 8.29)

KCOE approved the 2022-23 HESD LCAP and requested the district to submit the LCAP reflecting the clarifications to the Governing Board for informational purposes.

FISCAL IMPACT: Fiscal changes are reflected above.

RECOMMENDATION: Receive for Information the updated 2022-2023 LCAP

LCAP Item	Page #	Original Clarification	KCOE Notes/Comments/Follow up	LEA Response
2022-23 Budget Overview for Parents (BOP)				
1.19	4	21/22 Actual Expenditures for High Needs Students in LCAP: \$15,776,833		Changed from \$15,777,883 to \$15,776,883
2021-22 Supplement to the Annual Update				
		no clarifications		
Plan Summary				
		no clarifications		
Engaging Educational Partners				
		no clarifications		
Goals and Actions				
		no clarifications		
Increased or Improved Services				
6.07	Pages 99-118	<p>Prompt #1:</p> <p>1) Goal 2.3 - add initial performance data points mentioned for all groups</p> <p>2) Goal 3.1 - add initial performance data points mentioned for all groups</p> <p>3) Goal 3.2 - move baseline data to support the need add initial performance data points mentioned for all groups</p> <p>4) Goal 4.1 - add initial performance data points mentioned for all groups</p> <p>5) Goal 4.2 - move baseline data to support the need add initial performance data points mentioned for all groups</p> <p>6) Goal 4.3 - add initial performance data points mentioned for all groups</p> <p>7) Goal 4.4 - add initial performance data points mentioned for all groups</p>		<p>1) Goal 2.3 - Added this language: "For the 2020-2021 school year, "All Students" scored 39% Proficient in ELA and 25% Proficient in Math. EL students scored 15% Proficient in ELA and 8% Proficient in Math. Low-income students scored 32% Proficient in ELA and 20% Proficient in Math. Foster youth scored 21% Proficient in ELA and 10% Proficient in Math."</p> <p>2) Goal 3.1 - Added this language: "For the 2020-2021 school year, "All Students" scored 39% Proficient in ELA and 25% Proficient in Math. EL students scored 15% Proficient in ELA and 8% Proficient in Math. Low-income students scored 32% Proficient in ELA and 20% Proficient in Math. Foster youth scored 21% Proficient in ELA and 10% Proficient in Math."</p> <p>3) Goal 3.2 - Added this language: "For the 2020-2021 school year, "All Students" scored 39% Proficient in ELA and 25% Proficient in Math. EL students scored 15% Proficient in ELA and 8% Proficient in Math. Low-income students scored 32% Proficient in ELA and 20% Proficient in Math. Foster youth scored 21% Proficient in ELA and 10% Proficient in Math."</p> <p>4) Goal 4.1 - Added this language: "For 2019, "All Students" had a chronic absenteeism rate</p>
6.08	118	<p>Prompt #2:</p> <p>A limited action is an action that serves only foster youth, English learners, and/or low-income students. This description explains how these action(s) are expected to result in the required proportional increase or improvement in services for unduplicated student groups compared to the services the LEA provides to all students for the relevant LCAP year</p> <p>-Add Goal 2.4</p>		<p>Added this language: "Goal 2.4: Supporting Designated and Integrated English Language Development Instruction (ELD): This action is "limited" to serving students who are English learners."</p>
Actions Tables				
8.24	125	Estimated actuals listed do not match amounts listed on contributing table for actions: 4.1, 4.3, 5.2		<p>Changed 4.1 from \$1,083,734 to \$1,083,733</p> <p>Changed 4.3 from \$2,990,890 to \$2,990,891</p> <p>Changed 5.2 from \$111,520 to \$110,520</p>
8.29	127	Contribution amounts do not match estimated actuals for actions: 4.1, 4.3, 5.2		Dollar amounts changed above and match these numbers now
Miscellaneous Notes				
		no clarifications		

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy Gabler
FROM: Jill Rubalcava
DATE: 9/19/2022



FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☒ Information
☐ Action

Date you wish to have your item considered: September 28, 2022

ITEM: AR/BP 6158 Independent Study

PURPOSE: Board Policy 6158 – Independent Study Policy updated to reflect NEW LAW (AB 181, 2022) Administrative Regulation 6158 – Independent Study Regulation updated to reflect NEW LAW (AB 181, 2022)

FISCAL IMPACT: none

RECOMMENDATIONS: Information Item

Policy 6158: Independent Study

Status: DRAFT

Original Adopted Date: 04/08/2015 | **Last Revised Date:** 08/11/2021

The Governing Board authorizes independent study as an optional alternative instructional strategy for students whose needs may be best met through study outside of the regular classroom setting. Independent study shall offer a means of individualizing the educational plan to serve students who desire a more challenging educational experience, whose health or other personal circumstances make classroom attendance difficult, who are unable to access course(s) due to scheduling problems, and/or who need to make up credits or fill gaps in their learning. As necessary to meet student needs, independent study may be offered for short- or long-term placements, on a full-time or part-time basis, and/or in conjunction with part- or full-time classroom study.

The Board shall hold a public hearing when considering the scope of its existing or prospective use of independent study as an instructional strategy, its purposes in authorizing independent study, and factors bearing specifically on the maximum realistic lengths of assignments and acceptable number of missed assignments for specific populations of students or adult education students. (Education Code 51747; 5 CCR 11701)

The Superintendent or designee may provide a variety of independent study opportunities, including, but not limited to, through a program or class within a comprehensive school, an alternative school or program of choice, a charter school, and an online course.

Student participation in independent study shall be voluntary and no student shall be required to participate. (Education Code 51747, 51749.5, 51749.6)

Independent study for each student shall be under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300. Students' independent study shall be coordinated, evaluated, and documented, as prescribed by law and reflected in the accompanying administrative regulation. (Education Code 51747.5)

The ratio of average daily attendance for independent study pupils to school district full-time equivalent certificated employees responsible for independent study, shall not exceed the equivalent ratio of average daily attendance to full-time equivalent certificated employees providing instruction in other educational programs operated by the school district, unless a new higher or lower average daily attendance ratio for all other educational programs offered is negotiated in a collective bargaining agreement or a memorandum of understanding is entered into that indicates an existing collective bargaining agreement contains an alternative average daily attendance ratio.

Not more than 10 percent of the pupils participating in an opportunity school or program, calculated as specified by the department, shall be eligible for apportionment credit for independent study. A pupil who is pregnant or is a parent who is the primary caregiver for one or more of their children shall not be counted within the 10 percent cap.

Special education pupils may participate in independent study if their individualized education program (IEP) specifically provides for that participation. EC Section 51745(c)

A temporarily disabled pupil shall not receive individual instruction pursuant to Section 48206.3 through independent study.

Statewide testing results shall be reported and assigned to the school at which the student is enrolled and shall be included in the aggregate results of the district. Test results also shall be disaggregated for purposes of comparisons with the test results of students enrolled in classroom-based courses.

The minimum period of time for any independent study option shall be three consecutive school days. (Education Code 46300)

General Independent Study Requirements

The Superintendent or designee may offer and approve independent study for an individual student upon

determining that the student is prepared to meet the district's requirements for participation and is likely to succeed as well as or better than the student would in the regular classroom setting.

The minimum instructional minutes shall be the same for all students at each school including students participating in independent study, except as otherwise permitted by law. (Education Code 46100)

Because excessive leniency in the duration of independent study assignments may result in a student falling behind peers and increase the risk of dropping out of school, independent study assignments shall be completed no more than ~~one week~~ 10 school days after assigned for all grade levels and types of programs. When necessary based on the specific circumstances of the student's approved program, the Superintendent or designee may allow for a longer period of time between the date an assignment is made and when it is due. However, in no event shall the due date of an assignment be extended beyond the termination date specified in the student's written agreement.

An evaluation shall be conducted to determine whether it is in a student's best interest to remain in independent study whenever the student fails to make satisfactory educational progress and/or misses ~~three~~ five assignments. Satisfactory educational progress shall be determined based on all of the following indicators: (Education Code 51747)

1. The student's achievement and engagement in the independent study program, as indicated by the student's performance on applicable student-level measures of student achievement and engagement specified in Education Code 52060
2. The completion of assignments, assessments, or other indicators that evidence that the student is working on assignments
3. Learning of required concepts, as determined by the supervising teacher
4. HESD SCH 104A at-risk criteria: If a student is determined to be at-risk based on the local SCH 104A process, an evaluation shall be immediately conducted to determine whether it is in a student's best interest to remain in independent study.
5. Progress towards successful completion of the course of study or individual course, as determined by the supervising teacher

The Superintendent or designee shall ensure that students participating in independent study are provided with content aligned to grade level standards at a level of quality and intellectual challenge substantially equivalent to in-person instruction. For high schools, this shall include access to all courses offered by the district for graduation and approved by the University of California (UC) or the California State University (CSU) as creditable under the A-G admissions criteria. (Education Code 51747)

The Superintendent or designee shall ensure that all students participating in independent study for 15 school days or more receive the following throughout the school year: (Education Code 51747)

1. For students in grades transitional kindergarten, kindergarten, and grades 1 to 3, opportunities for daily synchronous instruction
2. For students in grades 4-8, opportunities for both daily live interaction and at least weekly synchronous instruction
3. ~~For students in grades 9-12, opportunities for at least weekly synchronous instruction~~

The Superintendent or designee shall ensure that procedures for tiered reengagement strategies are used for all students participating in an independent study program for 15 school days or more who are: (Education Code 51747)

1. Not generating attendance for more than ten percent of required minimum instructional time over four continuous weeks of the district's approved instructional calendar
2. Not participating in synchronous instructional offerings pursuant to Education Code 51747.5 for more than 50 percent of the scheduled times of synchronous instruction in a school month as applicable by grade span

3. In violation of their written agreement
- 4.

Tiered reengagement strategies procedures used in district independent study programs shall include local programs intended to address chronic absenteeism, as applicable, including but not limited to the following: (Education Code 51747)

1. Verification of current contact information for each enrolled student
2. Notification to parents/guardians of lack of participation within one school day of the recording of a nonattendance day or lack of participation
3. A plan for outreach from the school to determine student needs, including connection with health and social services as necessary
4. A clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being

The Superintendent or designee shall, for students who participate in an independent study program for 15 school days or more, develop a plan to transition students whose families wish to return to in-person instruction from independent study expeditiously, and, in no case, later than five instructional days. (Education Code 51747)

When any student enrolled in classroom-based instruction is participating in independent study due to necessary medical treatment or inpatient treatment for mental health or substance abuse under the care of appropriately licensed professionals, the student shall be exempt from the live interaction and/or synchronous instruction, tiered reengagement strategies, and transition back to in-person instruction requirements specified above. In such cases, evidence from appropriately licensed professionals, of the student's need to participate in independent study, shall be submitted to the Superintendent or designee. (Education Code 51747)

The Superintendent or designee shall ensure that a written agreement exists for each participating student as prescribed by law. (Education Code 51747, 51749.5)

Upon the request of the parent/guardian of a student, and before signing a written agreement as described below in the section "Master Agreement," the district shall conduct a telephone, video conference, or in-person student-parent-educator conference or other meeting during which the student, parent/guardian, and, if requested by the parent/guardian an advocate, may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study. (Education Code 51747)

Master Agreement

A written agreement shall be developed and implemented for each student participating in independent study for three or more consecutive school days. (Education Code 46300, 51747)

For student participation for 15 school days or more, a signed written agreement shall be obtained before the student begins independent study. For student participation of less than 15 school days, a signed written agreement shall be obtained within ten school days of the first day of the student's enrollment. (Education Code 46300, 51747)

The agreement shall include general student data, including the student's name, address, grade level, birth date, school of enrollment, and program placement.

The independent study agreement for each participating student also shall include, but is not limited to, all of the following: (Education Code 51747; 5 CCR 11700, 11702)

1. The manner, time, frequency, and place for submitting the student's assignments, reporting the student's academic progress, and communicating with a student's parent/guardian regarding the student's academic progress

2. The objectives and methods of study for the student's work and the methods used to evaluate that work
3. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work
4. A statement of the Board's policy detailing the maximum length of time allowed between an assignment and its completion, the level of satisfactory educational progress, and the number of missed assignments which will trigger an evaluation of whether the student should be allowed to continue in independent study
5. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one school year
6. A statement of the ~~number of course credits or, for the elementary grades, other~~ measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion
7. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports
8. A statement that independent study is an optional educational alternative in which no student may be required to participate
9. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through independent study only if the student is offered the alternative of classroom instruction
10. Before the commencement of independent study projected to last for 15 school days or more, or within ten school days of the first day of enrollment for independent study for less than 15 school days, the agreement shall be signed and dated by the student, the student's parent/guardian or caregiver if the student is under 18 years of age, the certificated employee responsible for the general supervision of independent study, and for students with disabilities, the certificated employee designated as having responsibility for the special education programming of the student

Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education (CDE). (Education Code 51747)

The parent/guardian's signature on the agreement shall constitute permission for the student to receive instruction through independent study.

Course-Based Independent Study ~~The district's course-based independent study program for students in grades K-12 shall be subject to the following requirements: (Education Code 51749.5)~~

1. ~~A signed learning agreement shall be completed and on file for each participating student, pursuant to Education Code 51749.6~~
2. ~~Courses shall be taught under the general supervision of certificated employees who hold the appropriate subject matter credential and are employed by the district or by another district, charter school, or county office of education with which the district has a memorandum of understanding to provide the instruction~~
3. ~~Courses shall be annually certified by Board resolution to be of the same rigor and educational quality and to provide intellectual challenge that is substantially equivalent to in-person, classroom-based instruction, and shall be aligned to all relevant local and state content standards. For high schools, this shall include access to all courses offered by the district for graduation and approved by UC or CSU as creditable under the A-G admissions criteria. The certification shall, at a minimum, include the duration, number of equivalent daily instructional minutes for each school day that student is enrolled, number of equivalent total instructional minutes, and number of course credits for each course, consistent with that of equivalent classroom-based courses. The certification shall also include plans to provide opportunities throughout the school year, for all~~

students in transitional kindergarten, kindergarten, and grades 1-3 to receive daily synchronous instruction, for all students in grades 4-8, to receive both daily live interaction and at least weekly synchronous instruction, and for all students in grades 9-12 to receive at least weekly synchronous instruction.

4. Students enrolled in independent study courses shall meet the applicable age requirements established pursuant to Education Code 46300.1, 46300.4, 47612, and 47612.1, and the applicable residency and enrollment requirements established pursuant to Education Code 46300.2, 47612, 48204, and 51747.3
5. For each student participating in an independent study course, satisfactory educational progress shall be determined based on the student's achievement and engagement in the independent study program as indicated by the student's performance on applicable student-level measures of student achievement and engagement set forth in Education Code 52060, completion of assignments, assessments, or other indicators that evidence that the student is working on assignments, learning of required concepts, as determined by the supervising teacher, and progress toward successful completion of the course of study or individual course, as determined by the supervising teacher.

If satisfactory educational progress in one or more independent study courses is not being made, the teacher providing instruction shall notify the student and, if the student is under 18 years of age, the student's parent/guardian. The teacher shall conduct an evaluation to determine whether it is in the student's best interest to remain in the course or whether the student should be referred to an alternative program, which may include, but is not limited to, a regular school program. A written record of the evaluation findings shall be treated as a mandatory interim student record maintained for three years from the date of the evaluation. If the student transfers to another California public school, the record shall be forwarded to that school.

Procedures for tiered reengagement strategies shall be used for all students who are not making satisfactory educational progress in one or more courses or who are in violation of the written learning agreement, as described in the section "Learning Agreement for Course-Based Independent Study" below. These procedures shall include, but are not necessarily limited to, the verification of current contact information for each enrolled student, a plan for outreach from the school to determine student needs, including connection with health and social services as necessary, and a clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being.

6. Examinations shall be administered by a proctor
7. Statewide testing results shall be reported and assigned to the school at which the student is enrolled and shall be included in the aggregate results of the district. Test results also shall be disaggregated for purposes of comparisons with the test results of students enrolled in classroom-based courses.
8. A student shall not be required to enroll in courses included in the course-based independent study program
9. The student-teacher ratio in the courses in this program shall meet the requirements of Education Code 51745.6
10. For each student, the combined equivalent daily instructional minutes for courses in this program and all other courses shall meet applicable minimum instructional day requirements, and the student shall be offered the minimum annual total equivalent instructional minutes pursuant to Education Code 46200-46208
11. Courses required for high-school graduation or for admission to UC or CSU shall not be offered exclusively through independent study
12. A student participating in this program shall not be assessed a fee that is prohibited by Education Code 49011
13. A student shall not be prohibited from participating in independent study solely on the basis that the student does not have the materials, equipment, or access to Internet connectivity necessary to participate in the course
14. A student with disabilities, as defined in Education Code 56026, may participate in course-based independent study if the student's individualized education program specifically provides for that participation
15. A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3

through course-based independent study

16. The district shall maintain a plan to transition any student whose family wishes to return to in-person instruction from course-based independent study expeditiously, and, in no case, later than five instructional days

Learning Agreement for Course-Based Independent Study Before enrolling a student in a course within a course-based independent study program, the Superintendent or designee shall provide the student and, if the student is under age 18 years, the student's parent/guardian with a written learning agreement that includes all of the following: (Education Code 51749.6)

1. A summary of the district's policies and procedures related to course-based independent study pursuant to Education Code 51749.5
2. The duration of the enrolled course(s) and the number of course credits for each enrolled course, consistent with the Board certifications made pursuant to Item #3 of the Course-Based Independent Study section above
3. The duration of the learning agreement, which shall not exceed a school year or span multiple school years
4. The learning objectives and expectations for each course, including, but not limited to, a description of how satisfactory educational progress is measured and when a student evaluation is required to determine whether the student should remain in the course or be referred to an alternative program, which may include, but is not limited to, a regular school program
5. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work
6. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports
7. A statement that enrollment is an optional educational alternative in which no student may be required to participate. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through course-based independent study only if the student is offered the alternative of classroom instruction.
8. The manner, time, frequency, and place for submitting a student's assignments, for reporting the student's academic progress, and for communicating with a student's parent/guardian regarding a student's academic progress
9. The objectives and methods of study for the student's work, and the methods used to evaluate that work
10. A statement of the adopted policies regarding the maximum length of time allowed between the assignment and the completion of a student's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed before an evaluation of whether the student should be allowed to continue in course-based independent study
11. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the learning agreement, to be earned by the student upon completion.
12. Before the commencement of an independent study course projected to last for 15 school days or more, or within ten school days of the first day of enrollment for an independent study course projected to last less than 15 school days, the learning agreement shall be signed and dated by the student, and by the student's parent/guardian or caregiver if the student is less than 18 years of age, the certificated employee responsible for the general supervision of the independent study course, and as applicable for students with disabilities, the certificated employee designated as having responsibility for the special education programming of the student. For purposes of this paragraph "caregiver" means a person who has met the requirements of Family Code 6550-6552.

Learning agreements may be signed using an electronic signature that complies with state and federal standards, as determined by CDE. (Education Code 51749.6)

A signed learning agreement from a parent/guardian of a student who is less than 18 years of age shall constitute the parent/guardian's permission for the student to receive instruction through course-based independent study. (Education Code 51749.6) Upon the request of a student's parent/guardian, and before signing a learning agreement as described above, the district shall conduct a telephone, videoconference, or in-person student-parent-educator conference, or other meeting during which the student, parent/guardian, and, if requested by the parent/guardian, an advocate, may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study. (Education Code 51749.6) **Student-Parent-Educator Conferences** A student-parent-educator conference shall be held as appropriate including, but not limited to, as a reengagement strategy and/or, if requested by a parent/guardian, prior to enrollment or disenrollment from independent study. (Education Code 51745.5, 51747, 51749.5)

Records

The Superintendent or designee shall ensure that records are maintained for audit purposes.

These records shall include, but not be limited to: (Education Code 51748; 5 CCR 11703)

1. A copy of the Board policy, administrative regulation, and other procedures related to independent study
2. A listing of the students, by grade level, program, and school, who have participated in independent study, along with the units of the curriculum attempted and completed by students in grades K-8 and the course credits attempted by and awarded to students in grades 9-12 and adult education
3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's signed or initialed and dated notations indicating that the teacher has personally evaluated the work or personally reviewed the evaluations made by another certificated teacher
4. As appropriate to the program in which the students are participating, a daily or hourly attendance register that is separate from classroom attendance records, maintained on a current basis as time values of student work products judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons
5. Appropriate documentation of compliance with the teacher-student ratios required by Education Code 51745.6 and 51749.5 (Education Code 51745.6 and 51749.5)
6. Appropriate documentation of compliance with the requirements pursuant to Education Code 51747.5 to ensure the coordination, evaluation, and supervision of the independent study of each student by a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300 (Education Code 51747.5)

The district shall document each student's participation in live interaction and synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which live interaction or synchronous instruction is provided as part of the independent study program. A student who does not participate in scheduled live interaction or synchronous instruction shall be documented as nonparticipatory for that school day. (Education Code 51747.5)

The Superintendent or designee shall also maintain a written or computer-based record such as a grade book or summary document of student engagement, for each class, of all grades, assignments, and assessments for each student for independent study assignments. (Education Code 51747.5)

Signed written and supplemental agreements, assignment records, work samples, and attendance records may be maintained as an electronic file in accordance with Education Code 51747 and 51749.6, as applicable.

Program Evaluation

The Superintendent or designee shall annually report to the Board the number of district students participating in independent study, the average daily attendance generated for apportionment purposes, student performance as measured by standard indicators and in comparison to students in classroom-based instruction, and the number and proportion of independent study students who graduate or successfully complete independent study. Based on the program evaluation, the Board and Superintendent shall determine areas for program improvement as needed.

Regulation 6158: Independent Study

Status: DRAFT

Original Adopted Date: 04/08/2015 | **Last Revised Date:** 08/11/2021

Definitions

Live interaction means interaction between the student and classified or certificated staff, and may include peers, provided for the purpose of maintaining school connectedness, including, but not limited to, wellness checks, progress monitoring, provision of services, and instruction. This interaction may take place in-person, or in the form of Internet or telephonic communication. (Education Code 51745.5)

Student-parent-educator conference means a meeting involving, at a minimum, all parties who signed the student's written independent study agreement pursuant to Education Code 51747 or the written learning agreement pursuant to Education Code 51749.6. (Education Code 51745.5)

Synchronous instruction means classroom-style instruction or designated small group or one-on-one instruction delivered in-person, or in the form of Internet or telephonic communications, and involving live two-way communication between the teacher and student. Synchronous instruction shall be provided by a teacher or teachers of record for that student pursuant to Education Code 51747.5 or the certificated employee providing instruction for course-based independent study. (Education Code 51745.5)

Educational Opportunities

Educational opportunities offered through independent study may include, but are not limited to: (Education Code 51745)

1. Special assignments extending the content of regular courses of instruction
2. Individualized study in a particular area of interest or in a subject not currently available in the regular school curriculum
3. Continuing and special study during travel
4. Volunteer community service activities and leadership opportunities that support and strengthen student achievement
5. Individualized study for a student whose health, as determined by the student's parent/guardian, would be put at risk by in-person instruction or for a student who is unable to attend in-person instruction due to a quarantine due to exposure to, or infection with, COVID-19, pursuant to local or state public health guidance

In addition, when requested by a parent/guardian due to an emergency or illness, independent study may be used on a short-term basis to ensure that the student is able to maintain academic progress in the student's regular classes. No course required for high school graduation shall be offered exclusively through independent study. (Education Code 51745)

Equivalency

The district's independent study option shall be substantially equivalent in quality and quantity to classroom instruction to enable participating students to complete the district's adopted course of study within the customary timeframe. Students in independent study shall have access to the same services and resources that are available to other students in the school and shall have equal rights and privileges. (5 CCR 11700, 11701.5)

Students participating in independent study shall have access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work. (Education Code 51747)

The district shall not provide independent study students and their parents/guardians with funds or items of value that are not provided for other students and their parents/guardians. Providing access to Internet connectivity and district-owned devices adequate to participate in an independent study program and complete assigned work consistent with Education Code 51747, or to participate in an independent study course, as authorized by Education Code 51749.5, shall not be considered funds or other things of value. (Education Code 46300.6, 51747.3)

Eligibility for Independent Study

To participate in independent study, a student shall be enrolled in a district school. (Education Code 51748)

The Superintendent or designee may approve the participation of a student who demonstrates the motivation, commitment, organizational skills, and academic skills necessary to work independently provided that experienced certificated staff are available to effectively supervise students in independent study. The Superintendent or designee may also approve the participation of a student whose health would be put at risk by in-person instruction.

A student whose academic performance is not at grade level may participate in independent study only if the program is able to provide appropriate support, such as supplemental instruction, tutoring, counseling, ongoing diagnostic assessments, and/or differentiated materials, to enable the student to be successful. For an elementary student, the Superintendent or designee may consider the parent/guardian's level of commitment to assist the student.

A student participating in independent study must be a resident of the county or an adjacent county. Full-time independent study shall not be available to students whose district residency status is based on their parent/guardian's employment within district boundaries pursuant to Education Code 48204. (Education Code 46300.2, 51747.3)

A student with disabilities, as defined in Education Code 56026, may participate in independent study if the student's individualized education program (IEP) specifically provides for such participation. If a parent/guardian of a student with disabilities requests independent study because the student's health would be put at risk by in-person instruction, the student's IEP team shall make an individualized determination as to whether the student can receive a free appropriate public education (FAPE) in an independent study placement. A student's inability to work independently, need for adult support, or need for special education or related services shall not preclude the IEP team from determining that the student can receive FAPE in an independent study placement. (Education Code 51745)

In addition, any student with disabilities who receives services from a nonpublic, nonsectarian school through a virtual program may be permitted to participate in independent study if the student's IEP team determines that FAPE can be provided to the student by means of the virtual program and other conditions of law are satisfied.

A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 through independent study. (Education Code 51745)

Except for students participating in independent study due to an emergency as described in Education Code 41422 and 46392 and pregnant and parenting students who are the primary caregiver for their child(ren), no more than 10 percent of the students enrolled in a continuation high school or opportunity school or program shall be enrolled in independent study. (Education Code 51745)

Monitoring Student Progress

The independent study administrator and/or supervising teacher shall promptly and directly address any failure by the student to meet the terms of the student's written agreement. The following supportive strategies may be used:

1. A letter to the student and/or parent/guardian
2. A meeting between the student, parent/guardian, and the teacher and/or counselor
3. A meeting between the student, parent/guardian, and the independent study administrator, including the parent/guardian if appropriate
4. An increase in the amount of time the student works under direct supervision

When the student has failed to make satisfactory educational progress or missed the number of assignments specified in the written agreement as requiring an evaluation, the Superintendent or designee shall conduct an evaluation to determine whether independent study is in the student's best interest. This evaluation may result in termination of the independent study agreement and the student's return to the regular classroom program or other alternative program. (Education Code 51747, 51749.5; 5 CCR 11701)

A written record of the findings of any such evaluation shall be treated as a mandatory interim student record which shall be maintained for three years from the date of the evaluation, and if the student transfers to another public school in California, the record shall be forwarded to that school. (Education Code 51747, 51749.5)

Responsibilities of Independent Study Administrator

The responsibilities of the independent study administrator include, but are not limited to:

1. Recommending certificated staff to be assigned as independent study teachers at the required teacher-student ratios pursuant to Education Code 51745.6 and supervising staff assigned to independent study functions who are not regularly supervised by another administrator
2. Approving or denying the participation of students requesting independent study
3. Facilitating the completion of written independent study agreements
4. Ensuring a smooth transition for students into and out of the independent study mode of instruction
5. Approving ~~all credits earned through independent study~~ work completion and synchronous participation records
6. Completing or coordinating the preparation of all records and reports required by law, Board policy, or administrative regulation

Assignment and Responsibilities of Independent Study Teachers

Each student's independent study shall be coordinated, evaluated, and carried out under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or emergency credential pursuant to Education Code 44300, registered as required by law, and who consents to the assignment. (Education Code 44865, 51747.5; 5 CCR 11700)

The ratio of student average daily attendance for independent study students age 18 years or younger to full-time equivalent certificated employees responsible for independent study shall not exceed the equivalent ratio for all other education programs in the district, unless a new higher or lower ratio for all other educational programs offered is negotiated in a collective bargaining agreement or the district enters into a memorandum of understanding that indicates an existing collective bargaining agreement contains an alternative ratio. (Education Code 51745.6)

The responsibilities of the supervising teacher shall include, but are not limited to:

1. Completing designated portions of the written independent study agreement and signing the agreement
2. Supervising and approving coursework and assignments
3. Maintaining records of student assignments showing the date the assignment is given and the date the assignment is due
4. Maintaining a daily or hourly attendance register in accordance with Item #4 in the section on "Records" in the accompanying Board policy
5. Providing direct instruction and counsel as necessary for individual student success
6. Regularly meeting with the student to discuss the student's progress
7. Determining the time value of assigned work or work products completed and submitted by the student
8. Assessing student work and assigning grades or other approved measures of achievement

9. Documenting each student's participation in live interaction and/or synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which live interaction or synchronous instruction is provided as part of the independent study program

The Superintendent or designee shall ensure that independent study teachers have access to professional development and support comparable to classroom-based teachers.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Board of Trustees

FROM: Joy C. Gabler

DATE: 09/19/22

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 09/28/22

ITEM: Consider approval of a consultant contract with Central California Intelligence Center

PURPOSE: Central California Intelligence Center (CIC) – Critical Infrastructure Protection (CIP) unit provides services related to an assessment of the District's sites and identifying any safety vulnerabilities.

FISCAL IMPACT: None

RECOMMENDATIONS: Approve

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Karen McConnell

DATE: September 8, 2022

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: September 24, 2022

ITEM: Consultant Contract between Ray Trinidad, Mpact People and the Hanford Elementary School District

PURPOSE: To provide professional learning experience to the Hanford Elementary School District READY Program Staff at the October 17, 2022 professional development training day around the areas of team building and activity-based learning games.

FISCAL IMPACT: Total cost of the training, including travel expenses will be \$4, 300.00 to be build to the READY Expanded Learning Department.
0100-2600-0-1110-4000-580009-020-0000

RECOMMENDATIONS: Approve

HANFORD ELEMENTARY SCHOOL DISTRICT

CONSULTANT CONTRACT

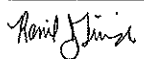
This contract is entered into on September 28, 20 22, between the Hanford Elementary School District and Ray Trinidad, Mpact People, INC (Consultant).


Consultant agrees to perform the following services for the Hanford Elementary School District:
IMPACT PEOPLE will provide professional learning experience for the Hanford Elementary School District to support READY Program staff with implementing team building and activity-based learning games at a 1 day professional development training on October 17, 2022.

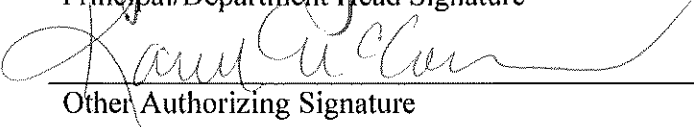
The Consultant, and the agents and employees of the Consultant, in the performance of this agreement shall act in an independent capacity and not as officers or employees or agents of the Hanford Elementary School District.

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

The Hanford Elementary School District agrees to pay Ray Trinidad, Mpact People, INC
 the sum of four thousand, three hundred ^{Text} Dollars (\$ 4300.00) for such services.

<u></u> Consultant Signature	<u>Raniel "Ray" Trinidad. (Ray Trinidad, Mpact People, INC)</u> Consultant Name
<u>1554 Hopscotch Dr</u> Consultant's Address	<u>Chula Vista, CA</u> <u>91915</u> City State Zip Code


 Principal/Department Head Signature


 Other Authorizing Signature

Budget Account Number: 0100-2600-0-1110-4000-580009-020-0000

Board Approved: _____

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

DISTRICT USE:
 SUBJECT TO MONTOYA SCHOOL SAFETY ACT?

YES / NO
 (CIRCLE ONE)

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Lucy Gomez

DATE: September 14, 2022

FOR: ☒ Board Meeting
☐ Superintendent's CabinetFOR: ☐ Information
☒ Action

Date you wish to have your item considered: September 28, 2022

ITEM: Request approval of Consulting Services Agreement with California State University, Fresno Foundation to provide Parent University Virtual Modules**PURPOSE:** Approval of this Consulting Services Agreement with California State University, Fresno Foundation would provide parents in our district with the opportunity to participate in Parent University modules addressing the following topics: Social and Emotional Wellness, Health and Wellness, Parenting Skills, Pathways to College, Digital Literacy, Financial Literacy, Small Business Development, English Conversation, Spanish Conversation. Each module includes eight sessions taught across four weeks in English, Spanish, Hmong and Punjabi, with parents having the option to choose topics and language of preference.**FISCAL IMPACT:** \$6,000**RECOMMENDATIONS:** Approve

Consulting Services Agreement
Parent University

This consulting services agreement ("Agreement") is made and entered into by and between the **Hanford Elementary School District** ("Agency") and California State University, Fresno Foundation ("Foundation"), a California nonprofit public benefit corporation organized and operating as an auxiliary organization supporting Fresno State in accordance with California Education Code Sections 89900, et seq. and Title 5 CCR Sections 42400, et seq.). This Agreement shall be effective as of September 29, 2022 ("Effective Date").

Foundation agrees to provide the following services, and Agency agrees to pay the Foundation for such services, as follows:

1. Consulting Services.

Foundation shall provide the Agency the following consulting services (hereinafter referred to as the "Services"):

- Produce a bilingual (English and Spanish or other language as requested) flier for Agency and Foundation to use in its participant recruitment efforts;
- Deliver the following virtual Parent University training classes:

Digital Literacy I, II, III, IV

Financial Literacy I, II

Pathway to College

Social and Emotional Wellness

Business Development

English Conversation I, II

Spanish Conversation I, II

Health and Wellness

Parenting Skills

Classes will be delivered in September, October, November, February, March and April to participants (no minimum and no maximum in each class) recruited by Agency and Foundation, using a schedule determined by Agency;

- Deliver eight (8) training sessions for each selected class over a four (4) week period per class to be determined by Agency within the Agreement term.
 - Deliver two (2) hours of instruction per training session
- Provide written notice to Agency if a training session needs to be rescheduled, postponed or cancelled, and assist Agency in notifying participants of any changes to regularly scheduled training sessions;
- Provide staff member(s) for delivery of virtual Parent University training classes;
- Provide oversight of Parent University training class curriculum implementation through constant communication with staff member(s) responsible for delivering instruction;

- Provide Certificates of Completion to all participants who complete a minimum of ninety (90) percent of coursework, including session attendance and assignments, and who pass the final exam with a minimum of eighty (80) percent; and

The Agency shall provide Foundation the following:

- Assist with recruitment of participants for Parent University training classes using the bilingual flier produced by Foundation.

2. Term.

Foundation shall provide the Services beginning on the Effective Date and expiring on June 30, 2023, unless earlier terminated by either party in accordance with section 7 below.

3. Payment.

The Agency agrees to pay Foundation a Consulting Services Fee in the amount of Six Thousand US Dollars (\$6,000) for the Services. The Agency agrees to pay Foundation no later than thirty (30) calendar days after the invoice date.

4. Reimbursement of Mileage.

All travel expenses incurred by Foundation are included in the Consulting Services Fee.

5. Independent Contractor/Agency Status.

Foundation and its employees shall perform this Agreement as an independent contractor and not as officers, employees, or agents of the Agency. Foundation shall retain the right to perform similar services for others during the term of this Agreement.

6. Indemnity.

To the extent of Foundation's fault, Foundation shall indemnify, defend, and hold harmless the Agency, its directors, officers, agents, and employees, from and against any and all claims, damages, losses, causes of action, and demands, arising out of the negligence or intentional misconduct of Foundation or its employees in connection with the performance of the Services. To the extent of the Agency's fault, the Agency shall indemnify, defend and hold harmless Foundation; the Trustees of the California State University; the State of California; California State University, Fresno; and all of said entities' directors, officers, agents, and employees from and against any and all claims, damages, losses, causes of action and demands, arising out of the negligence or intentional misconduct of the Agency or its employees in connection with this Agreement. The obligation of each party to indemnify, defend and hold the other harmless as specified in this section 6 shall survive any expiration or earlier termination of this Agreement. Each party shall carry and maintain a general liability insurance policy with limits of no less than One Million Dollars (\$1,000,000) combined single limit per occurrence coverage that insures against personal injury and property damage claims.

7. Termination of Agreement.

Either party hereto may terminate this Agreement at any time for any reason or no reason by providing the other party thirty (30) calendar days' advance written notice. In the event of early termination, the Agency shall pay Foundation for work performed and obligations incurred to the date of termination of this Agreement. The Agency may then proceed with the work in any manner deemed appropriate by the Agency.

8. Workers' Compensation Insurance.

Foundation agrees to provide all necessary Workers Compensation Insurance for its employees, at its own cost and expense.

9. Taxes.

Foundation agrees that its employees working under this Agreement have no entitlement to any future work from the Agency or to any employment or fringe benefits from the Agency. Payments to Foundation pursuant to this Agreement will be reported to federal and state taxing authorities as required. The Agency will not withhold any money from compensation payable to Foundation. In particular, the Agency will not withhold FICA (social security), state or federal unemployment insurance contributions, and/or state or federal income tax, or disability insurance. Foundation agrees that it is independently responsible for the payment of all applicable payroll taxes with respect to Foundation employees working under this contract.

10. Notices.

All payments and any notices or communications under this Agreement shall be in writing and shall be deemed to be duly given if served personally on the party to whom notice is directed or if mailed to such party, in which case notice shall be deemed given forty-eight (48) hours after the same has been deposited in the United States mail, certified or registered, return receipt requested, postage prepaid, and addressed in the case of:

California State University, Fresno Foundation
4910 N. Chestnut Ave.
Fresno, CA 93726

With a copy to:

California State University, Fresno
San Joaquin Valley Rural Development Center
Attention: Eduardo González, Director
550 E. Shaw Avenue, Suite 230
Fresno, CA 93710

and

Hanford Elementary School District
Attention: Lucy Gomez/Director of Curriculum & Instruction
P.O. Box 1067, Hanford, CA 93232
Email: lgomez@hanfordesd.org
Phone Number: 559-585-3638

11. No Entitlement.

Foundation agrees that there is no entitlement to any future contracts or work from the Agency or to any employment or fringe benefits from Agency. The Agency agrees that Foundation has no obligation to provide Services to the Agency after the expiration or earlier termination of this Agreement.

12. Governing Law and Venue.

This Agreement and the rights and obligations of the parties shall be construed and enforced in accordance with the laws of the State of California, excluding its choice of law provisions. The parties also agree that in the event of litigation venue shall only lie with the appropriate state court or federal court located in Fresno County. The parties to this Agreement submit to the jurisdiction of the federal and state courts located in the County of Fresno, State of California.

13. Binding Effect.

This Agreement shall inure to the benefit of and shall be binding upon Foundation and Agency and their respective heirs, executors, administrators, or successors.

14. Severability.

If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions of this Agreement.

15. Amendment.

The term of this Agreement shall not be amended in any manner whatsoever except by written agreement signed by the parties.

16. Entire Agreement.

This Agreement constitutes the entire agreement and understanding between the parties. There are no understandings, agreements, representations, or warranties, expressed or implied, not specified in this Agreement.

17. Attorneys' Fees.

In the event that either party hereto initiates litigation against the other to interpret or to enforce any of the terms or conditions of this Agreement, the prevailing party shall be entitled to an award of its attorneys' fees and costs incurred in such litigation.

18. Compliance with Law.

Foundation agrees to perform the Services outlined by the Agreement in a professional and a competent manner. Each party hereto agrees to abide by all applicable federal, state and local laws relative to the subject matter of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the parties on the date and year first-above written.

BY: _____ Date: _____
Joy C. Gabler
Superintendent

California State University, Fresno Foundation

BY: _____ Date: _____
Deborah S. Adishian-Astone
Executive Director

BY: _____ Date: _____
Joy J. Goto
Interim Dean of Research and Graduate Studies

HANFORD ELEMENTARY SCHOOL DISTRICTAGENDA REQUEST FORM

TO: Joy Gabler
FROM: David Goldsmith 
DATE: September 19, 2022

For: ☒ Board Meeting
☐ Superintendent's Cabinet

For: ☐ Information
☒ Action

Date you wish to have your item considered: September 28, 2022

ITEM: Renewal of Ground Lease for Telecommunications Towers and Indemnification Agreement with KCOE

PURPOSE: Kings County Office of Education and Hanford Elementary School District entered into a lease agreement in December 2002 for the installation of the wireless communications towers on HESD grounds. This agreement expires in December 2022 and is scheduled for renewal. The proposed renewal agreement, including exhibits for each location, is attached for review.

FISCAL IMPACT: None.

RECOMMENDATION: Approve.

GROUND LEASE FOR TELECOMMUNICATIONS TOWER AND INDEMNIFICATION AGREEMENT

THIS LEASE AGREEMENT is entered into by and between Hanford Elementary School District hereinafter "Lessor" and the Kings County Office of Education, hereinafter "Lessee" for the purpose herein stated.

RECITALS

A. Lessee is the educational agency in Kings County that is primarily responsible for the provision of Internet services to schools in the County; and

B. This Lease provides for the lease by Lessor of the property described in Exhibits A-1 thru A-11 (the "Premises") to Lessee for the purpose of a telecommunications tower (the "Tower") that will be utilized by Lessee to coordinate a countywide network of telecommunications equipment (the "Network") that will accommodate for educational purposes the broadband transmission of data over the Internet; and

C. For the purposes of this Lease, the term "Tower" shall refer to all of those activities associated with the use and occupancy of the Tower site and structure, including any necessary governmental land-use or environmental permitting, and the placement, use, operation and maintenance of said Tower by the Lessee, its officers, agents, servants, contractors, or employees; and

D. Lessee has successfully arranged funding for the construction, installation and maintenance of said telecommunications tower; and

E. This Lease is necessary to the successful completion of the Network, so that reliable broadband transmissions can occur between all of the Towers in this countywide system.

NOW THEREFORE, FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee do hereby covenant, contract and agree as follows:

1. Lessor does hereby lease to Lessee the Premises, which will be used by Lessee for the placement of a telecommunications tower for use by the Kings County Office of Education on Lessor's property described on the attached Exhibits A-1 thru A-11.

2. The dimensions of the lease sites shall be those contained in Exhibits A-1 thru A-11. Attached, as Exhibits A-1 thru A-11, are documents with the Global Positioning

System ("GPS") coordinates and map of the leased sites exhibiting the foregoing dimensions.

3. Lessee agrees to pay Lessor the sum of \$1.00 per year due on or before December 1, 2022 and on July 1st of each year thereafter, beginning December 1, 2022 for a period of twenty (20) years. The Lease term shall be for a period of twenty (20) years. If Lessee conveys, during the term of this Lease Agreement, a site license to a telecommunication provider or services firm, the term of this Lease Agreement shall be extended to coincide with the term of the site license agreement, the latter of which shall not exceed ten years beyond the twenty (20) years of the term.

In the event Lessee conveys, on or after the date of this amendment, any interest in the Tower and/or the lease site to a third party as part of a commercial site license, Lessor shall be entitled to one-third of the net revenues derived from that transaction and any current leases, paid annually by June 30 for any revenue earned during the current fiscal year.

4. The tower shall be for the exclusive use of the Kings County Office of Education and the divisions thereof. However, Lessee, shall, upon request of Kings County, and at no cost to Lessor, permit the installation and operation of county-owned or leased emergency telecommunications devices for use by Kings County law enforcement and fire services, so long as that use will not conflict with the primary telecommunication operations under this lease. No other person or entity may be permitted to use said tower without first obtaining the express written consent of Lessor and Lessee.

5. Lessee shall be allowed access to and from said tower across the Lessor's property as shown on the Site Plan attached hereto as Exhibits A-1 thru A-11.

6. The use of the property for the Tower and access by Lessee shall not interfere with the use and enjoyment of the property by Lessor or the operation of Lessor's own radio and telecommunication services.

7. Any FCC and FAA approval of the placement of the Tower and use thereof shall be the responsibility of Lessee.

8. **HOLD HARMLESS; INDEMNIFICATION.** Except to the extent arising from the sole gross negligence or willful misconduct of Lessor, Lessee shall indemnify, protect, and defend Lessor and hold Lessor harmless from or against any and all claims, demands, losses, damages, liabilities, costs and expenses, including, but not limited to, reasonable attorneys' fees, arising from Lessee's use or enjoyment of the Premises, from the conduct of Lessee's business, from any act or omission, work or thing done, permitted or suffered by Lessee, or any of Lessee's officers, employees, agents, contractors, representatives, licensees, guests, invitees or visitors in or about the Premises, or from any default under

this Lease by Lessee. For the purposes of this Paragraph 8, the phrase, “the conduct of Lessee’s business”, shall include, but shall not be limited to, the design, development, permitting, construction and operation of the Tower Project, and all other activities and facilities related thereto. If any action or proceeding is brought against Lessor by reason of any such matter or of any matter arising out of this Lease, Lessee shall, upon Lessor's request, defend same at Lessee's expense by counsel satisfactory to Lessor. Lessee, as a material part of the consideration to Lessor, hereby assumes all risk of damage to property of Lessor or injury to persons in or about the Premises from any cause, except to the extent arising from the sole gross negligence or willful misconduct of Lessor, and Lessee hereby waives all claims in respect thereof against Lessor and Lessor's agents, officers, employees, and representatives. The provisions of this Paragraph 8 shall survive the expiration or termination of this Lease with respect to any claims or liability arising from events occurring prior to such expiration or termination.

Such defense and indemnification obligations of Lessee shall include, but shall not be limited to the following:

A. All costs incurred by the Lessor or its staff, officers, agents, representatives, employees or consultants in the drafting, preparation, review, processing or approval of all agreements, leases, contracts, memorandums and other documents related in any way to governmental permitting, placement, use, operation and maintenance of the Tower, including but not limited to, any part of an environmental review of the Tower project (CEQA Process), and any litigation resulting from any of the above.

B. Lessor’s administrative office, costs and expenses incurred in consulting with, conferring with and communicating with Lessor’s other departments, with Lessee and its officers, agents and employees, and with other third parties in any way involved with the Tower Project, or the permitting and CEQA process.

C. The Costs of all outside counsel or consultants employed by Lessor for the purpose of assisting Lessor in the processing of Tower Project documents, including, but not limited to, contracts, leases and other documents required for the purpose of completing any governmental permitting and CEQA Process, or for the purpose of responding to claims, complaints, inquiries, demands or litigation resulting from, or related in any way to, the foregoing.

D. Costs incurred by Lessor staff, consultants, outside counsel employed by Lessor to respond to any litigation or administrative proceeding involving or challenging the Tower Project, including any necessary governmental permitting or the CEQA Process, or arising in any way from the consideration, review, negotiation or approval by Lessor, or any third party.

E. Costs resulting from other circumstances or events which involve the workload of Lessor staff, officers, agents, employees or consultants in processing Tower Project-related documents.

F. The costs of preparation of and defense of an initial study and any negative declaration or environmental review report or document under CEQA, including all costs of outside consultants or attorneys for the preparation or defense of such environmental documents.

G. All damages, costs and/or attorneys fees awarded against Lessor by a court in the course of, as a result of, or in any way related to, litigation challenging the Tower Project, including any governmental permitting or the CEQA Process.

9. In the event it is necessary for either Lessor or Lessee to file suit to enforce any of the provisions of this agreement, the prevailing party in said litigation shall be entitled to an award of all costs and attorney fees that the court determines were reasonably incurred therein.

10. MANNER OF GIVING NOTICE. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when served personally on Lessor or Lessee, or when made in writing and deposited in the United States mail, registered and postage prepaid, and addressed to the Lessor or Lessee at the address as follows:

LESSOR: Hanford Elementary School District
P. O. Box 1067
714 N. White Street
Hanford, California 93232

LESSEE: Kings County Office of Education
1144 West Lacey Boulevard
Hanford, California 93230

The address to which the notices shall be mailed as aforementioned to either party may be changed, but only by written notice given by such party to the other, as hereinbefore provided.

11. USE OF LEASED PREMISES. The Premises shall be used by Lessee for operation of telecommunication services to coordinate a countywide network of telecommunications towers that will accommodate for educational purposes the broadband transmission of data over the Internet and for no other use or uses without the prior express written consent of Lessor. The Lessee shall not commit, suffer or permit any waste or nuisance on said property, and not to use or permit the use of the said

property for any illegal or immoral purposes, and shall at all times keep and maintain the Premises in a good and safe condition. Lessee shall comply with all State law, local ordinances or other governmental regulations which may be required by the proper authorities. The Lessee shall permit the Lessor or its agents to enter said premises at any reasonable time to inspect same.

Lessee may, through one or more site license agreements, allow any commercial wireless carrier to use the Leased Premises to engage in any lawful activity in connection with providing mobile/wireless communications services including the transmission and reception of radio communication signals on various designated frequencies.

12. **MAINTENANCE AND RESTORATION OF PREMISES.** Lessee shall maintain the Premises in the same condition as when Lessee took possession of the Premises. At the end of the term of this Lease, or at the earlier termination hereof, unless otherwise agreed upon in writing by the Lessor and Lessee, Lessee shall at its sole cost and expense remove all its equipment, improvements and property from the Premises and shall leave the Premises in the same condition as when Lessee took possession of the Premises, with the exception of reasonable wear and tear. Upon termination, Lessee shall remove any concrete footings to a maximum depth of five (5) feet from the ground's surface and replace with compacted soil covered by a concrete pad to a maximum of six (6) inches or landscaping to reflect school grounds existing surroundings if requested by Lessor.

13. **ENFORCEMENT OF THE AGREEMENT.** If default shall be made in any of the covenants or agreements on the part of the Lessee contained in this Lease, Lessor may, at its option, at any time after such default or breach and without any demand on or notice to Lessee or to any person, of any kind whatsoever, re-enter and take possession of said property and remove all persons and property therefrom, and Lessee waives any legal remedy to defeat Lessor's rights and possession hereunder. However, nothing contained herein shall prevent Lessor from seeking any other legal or equitable remedies in a court of law which arise from such breach or default.

14. **POSSESSORY INTEREST TAX.** The Lessee agrees to pay applicable possessory interest taxes which may be levied upon the leased property. In this respect, the Lessee understands that a leasehold interest of property owned by a tax exempt public agency may be subject to property taxation and that the Lessee (the person in whom the possessory interest is vested) may be subject to the payment of property taxes levied on such interest.

15. **BINDING EFFECT.** This Lease shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties, but nothing in this paragraph shall be construed as consent by Lessor to any assignment or subletting of this Lease or any interest therein by Lessee except as provided in Paragraph 8 hereof.

16. TIME OF THE ESSENCE. Time is expressly declared to be of the essence in this Lease and in performance hereunder.

17. ENTIRETY. This Lease merges and supersedes all prior negotiations, representations, and contracts, and constitutes the entire agreement concerning Lessor's leasing of the premises to Lessee and the consideration therefore.

18. GOVERNING LAW. This Agreement shall be governed by California law. Venue for any legal action arising out of this Agreement shall only be in Kings County, California.

19. NO THIRD PARTY BENEFICIARY. Lessee and the Lessor agree that this Lease and the rights and obligations created by this Lease are solely for the benefit of the parties hereto and that this Lease is not intended to confer a benefit on any Third Party.

20. CONSEQUENTIAL OR PUNITIVE DAMAGES. In no event shall Lessor be liable to Lessee or obligated in any manner to pay to Lessee any special, incidental, consequential, punitive or similar damages based upon claims arising out of or in connection with the performance or nonperformance of Lessor's obligations under this Lease, or the material inaccuracy of any representation made in this Lease by Lessor, whether such claims are based upon contract, tort, negligence, warranty or any other legal theory. However, Lessee shall be responsible to Lessor for special, incidental, consequential, punitive or similar damages based upon claims arising out of or in connection with the performance or nonperformance of Lessee's obligations under this Lease, or the material inaccuracy of any representation made in this Lease by Lessee.

LESSOR:

Hanford Elementary School District

LESSEE:

Kings County Office of Education

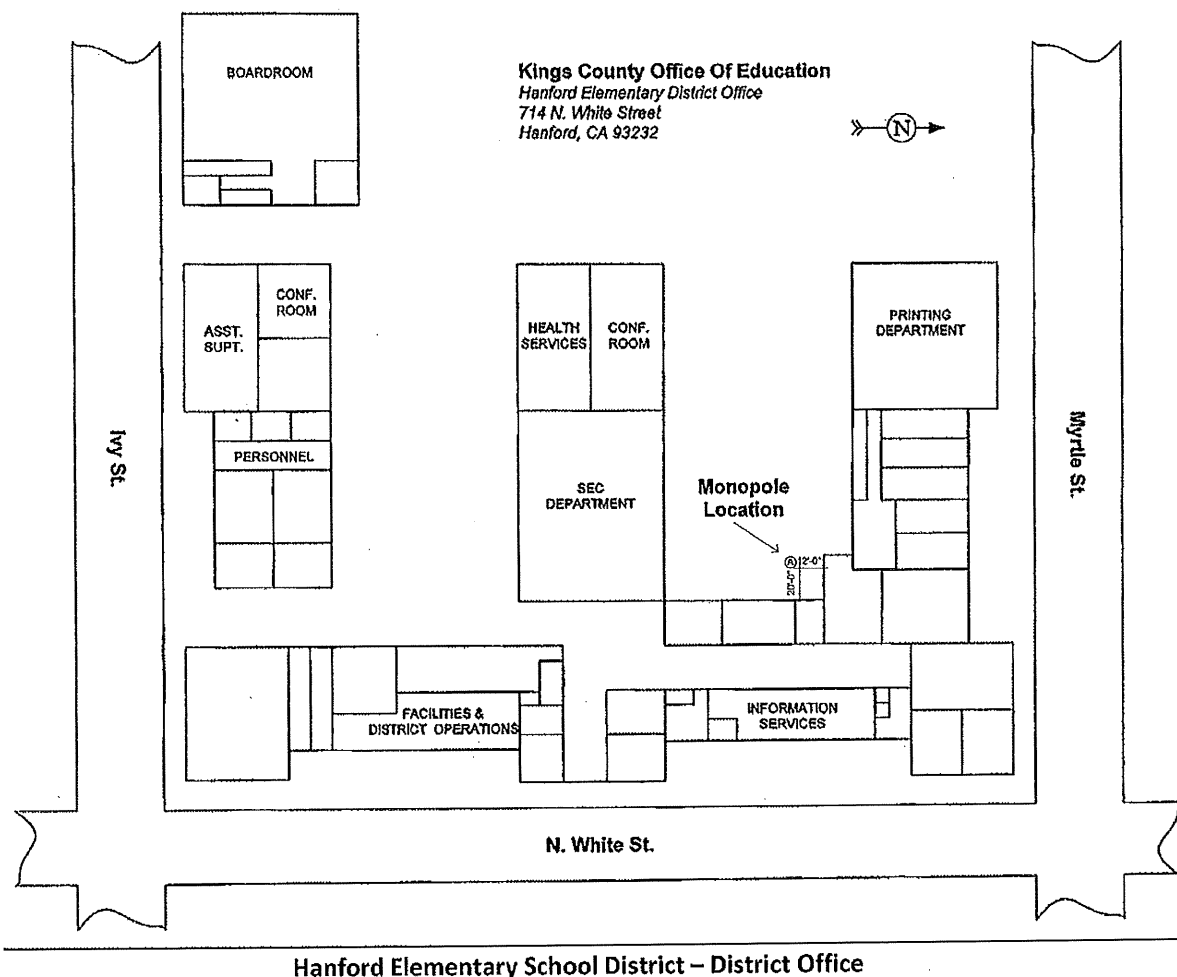
By _____
Board President
On behalf of the Governing Board
of the Hanford Elementary School District

By _____
Todd Barlow, Superintendent

Dated: _____

Dated: _____

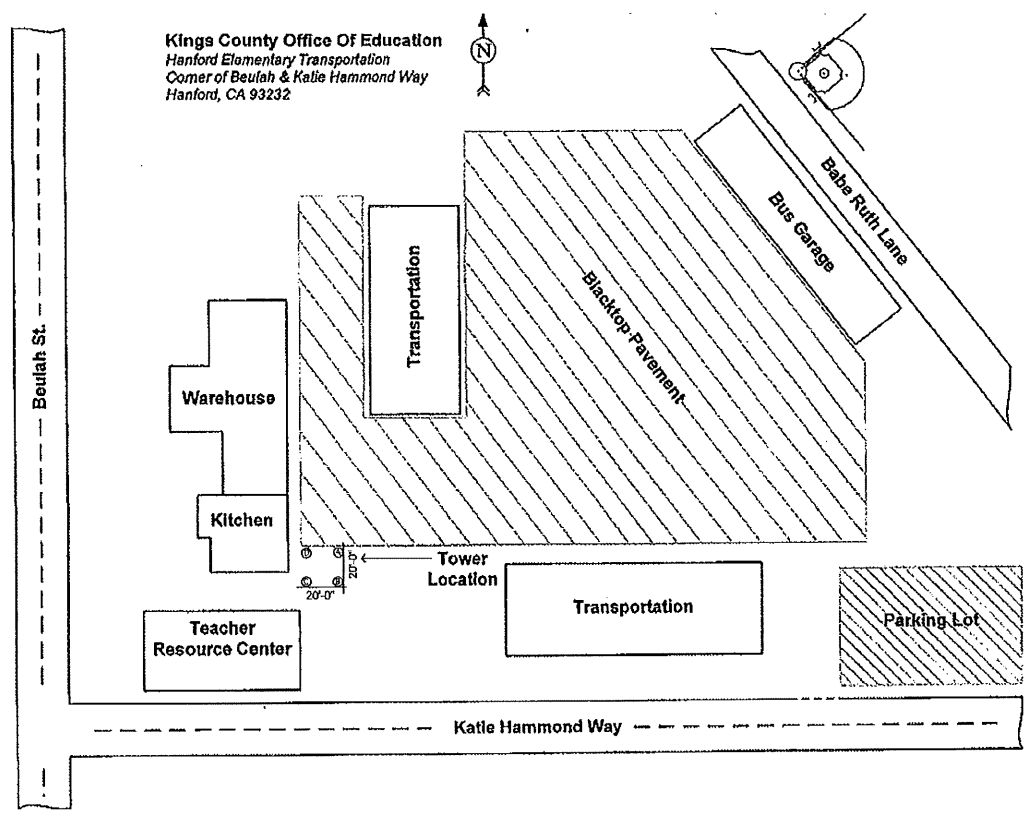
EXHIBIT A-1



A 20.00' by 12.00' parcel of land located on the North half of the Hanford Elementary School District Office located at 714 N. White St., City of Hanford, County of Kings, State of California, more particularly described as:

Commencing at the **True Point of Beginning** of said 20.00' by 12.00' parcel (SW corner), thence being the Southwest corner (A) $36^{\circ}19'57.44''$ North Latitude and $119^{\circ}38'24.30''$ West Longitude, thence a distance due North of 12.0' of said parcel, thence a distance due East of 20.0' of said parcel, thence a distance due South of 12.0' of said parcel, thence a distance due West of 20.0' to the True Point of Beginning.

EXHIBIT A-2

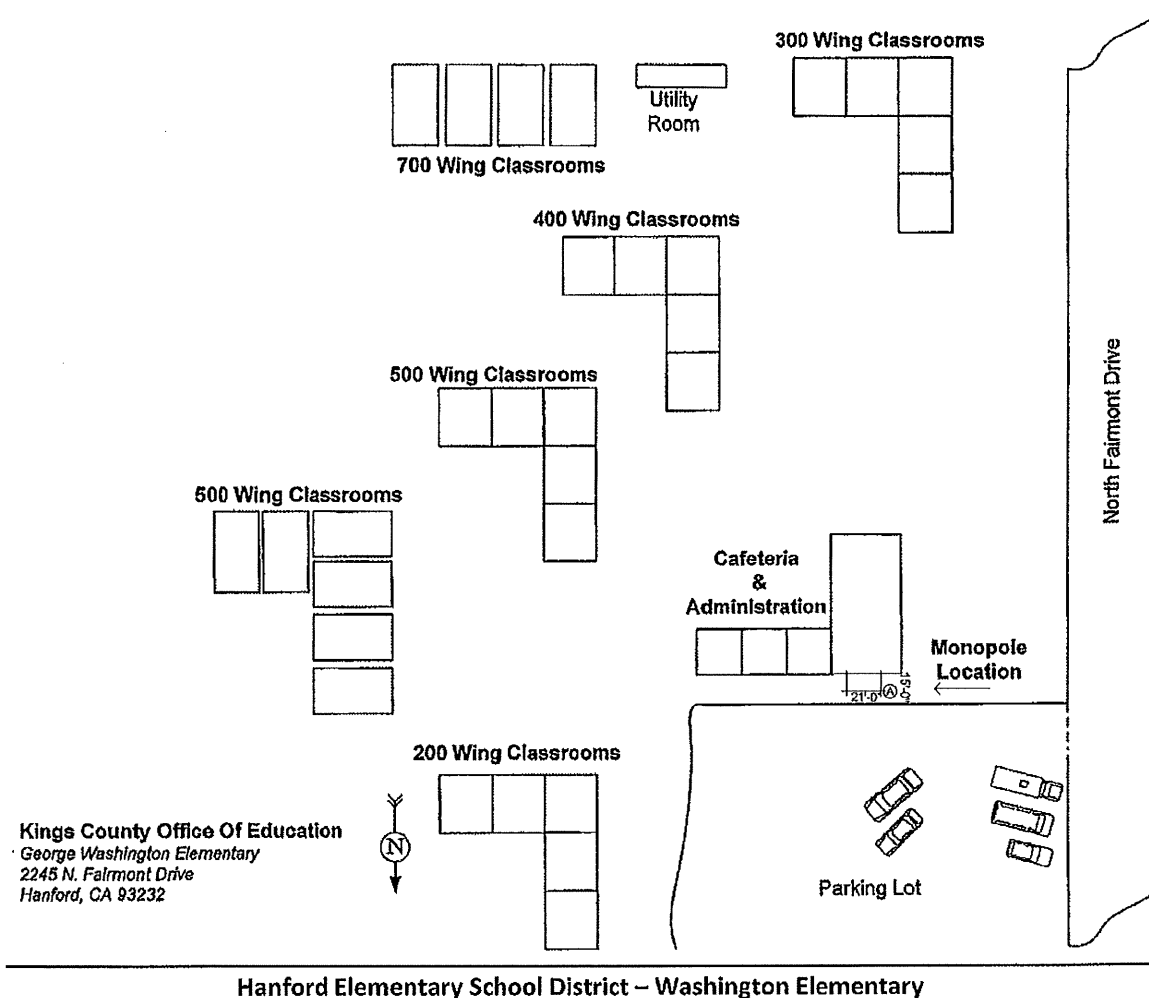


Hanford Elementary School District – District Services Facility

A 20.00' by 20.00' parcel of land located on the Southwest Quarter of the Hanford Elementary School District, District Services Facility located at the corner of Beulah St. and Katie Hammond Way, City of Hanford, County of Kings, State of California, more particularly described as:

Commencing at the **True Point of Beginning** of said 20.00' by 20.00' parcel (NE corner), thence being (A) $36^{\circ} 20' 17.76''$ North Latitude and $119^{\circ} 37' 51.96''$ West Longitude, thence a distance (B) due South of 20.00' of said parcel, thence a distance of (C) due West of 20.00' of said parcel to $36^{\circ} 20' 17.76''$ North Latitude and $119^{\circ} 37' 52.14''$ West Longitude, thence a distance (D) due North of 20.00' of said parcel, thence a distance due East of 20.00' to the True Point of Beginning.

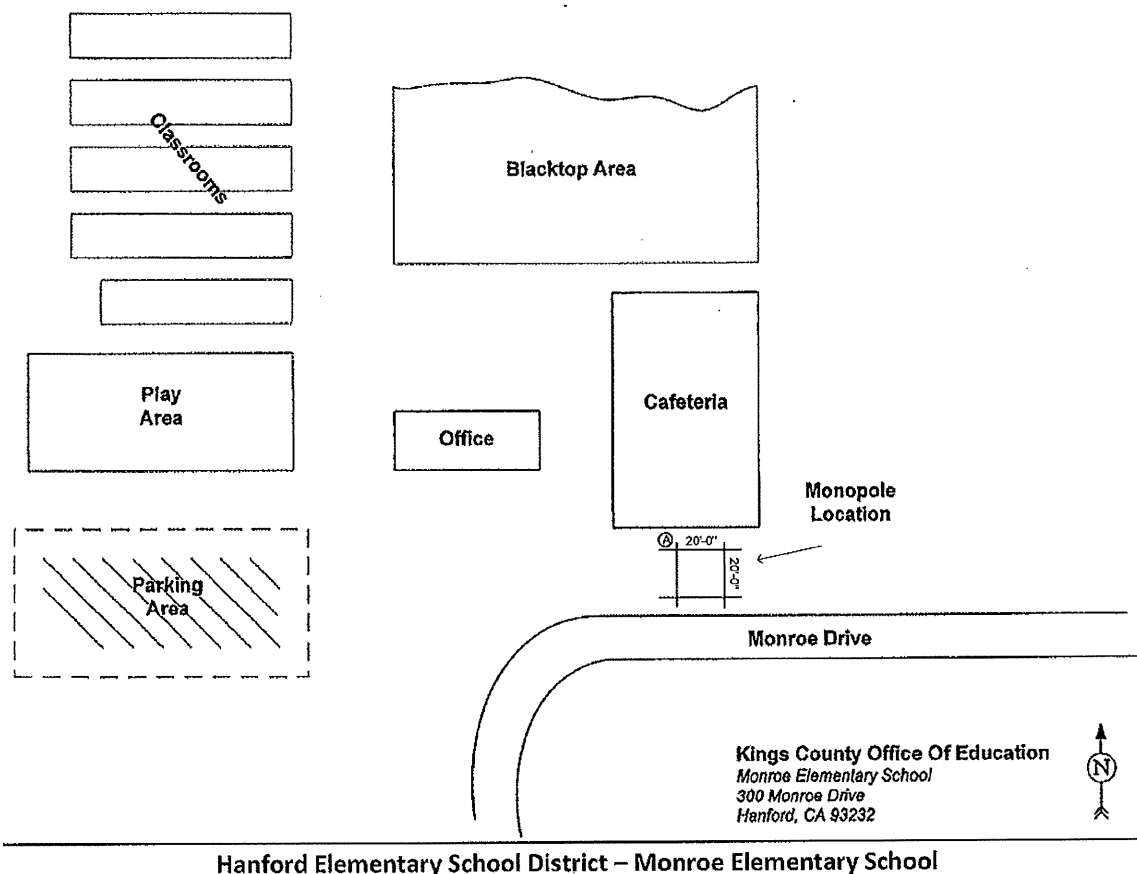
EXHIBIT A-3



A 15.00' by 21.00' parcel of land located on the West half of the Hanford Elementary School District, George Washington Elementary School, located at 2245 N. Fairmont Drive, City of Hanford, County of Kings, State of California, more particularly described as:

Commencing at the **True Point of Beginning** of said 15.00' by 21.00' parcel (NW corner), thence being (A) $36^{\circ} 21' 10.20''$ North Latitude and $119^{\circ} 38' 21.42''$ West Longitude, thence a distance due East of 21.00' of said parcel, thence a distance due South of 15.00' of said parcel, thence a distance due West a distance of 21.00' of said parcel, thence a distance due North a distance of 15.00' to the True Point of Beginning.

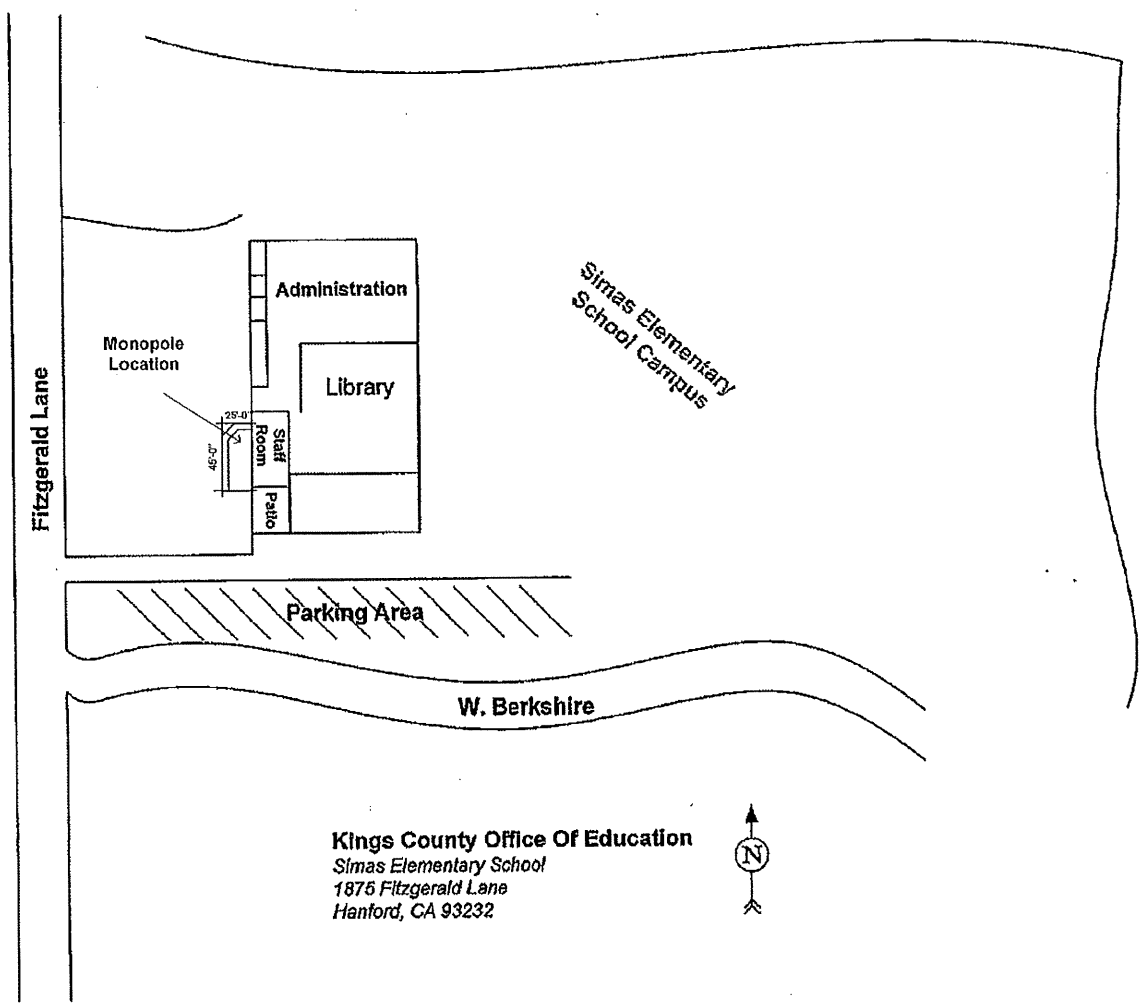
EXHIBIT A-4



A 20.00' by 20.00' parcel of land located on the South half of the Hanford Elementary School District, Monroe Elementary School, located at 300 Monroe Drive, City of Hanford, County of Kings, State of California, more particularly described as:

Commencing at the **True Point of Beginning** of said 20.00' by 20.00' parcel (NW corner), thence being (A) $36^{\circ} 21' 01.02''$ North Latitude and $119^{\circ} 38' 59.52''$ West Longitude, thence a distance due East of 20.00' of said parcel, thence a distance due South of 20.00' of said parcel, thence a distance due West a distance of 20.00' of said parcel, thence a distance due North a distance of 20.00' to the True Point of Beginning.

EXHIBIT A-5

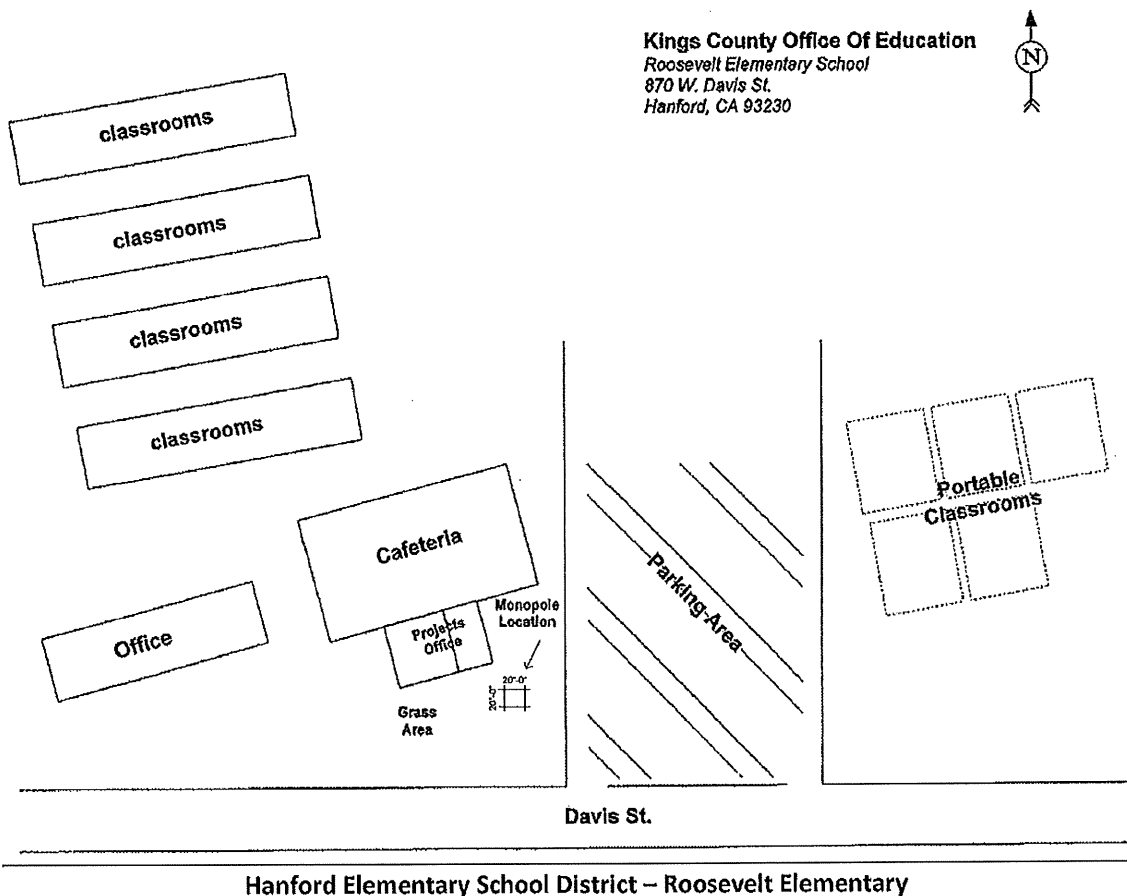


Hanford Elementary School District – Simas Elementary School

A 25.00' by 45.00' parcel of land located on the West half of the Hanford Elementary School District, Simas Elementary School, located at 1875 Fitzgerald Lane, City of Hanford, County of Kings, State of California, more particularly described as:

Commencing at the **True Point of Beginning** of said 25.00' by 45.00' parcel (NW corner), thence being $36^{\circ} 20' 44.62''$ North Latitude and $119^{\circ} 40' 51.10''$ West Longitude, thence a distance due East of 25.00' of said parcel, thence a distance due South of 45.00' of said parcel, thence a distance due West a distance of 25.00' of said parcel, thence a distance due North a distance of 45.00' to the True Point of Beginning.

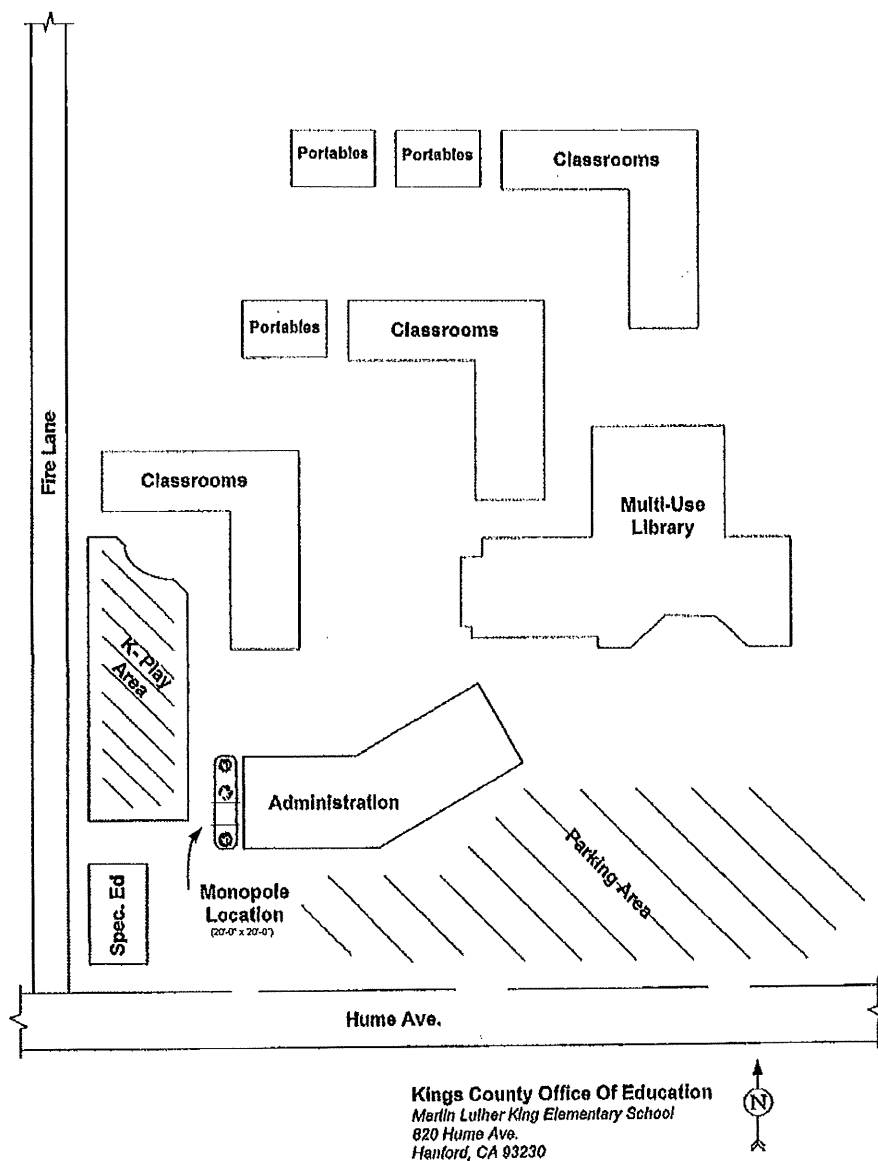
EXHIBIT A-6



A 20.00' by 20.00' parcel of land located on the South half of the Hanford Elementary School District, Roosevelt Elementary School, located at 870 W. Davis Street, City of Hanford, County of Kings, State of California, more particularly described as:

Commencing at the **True Point of Beginning** of said 20.00' by 20.00' parcel (NW corner), thence being $36^{\circ} 19' 04.92''$ North Latitude and $119^{\circ} 39' 27.96''$ West Longitude, thence a distance due East of 20.00' of said parcel, thence a distance due South of 20.00' of said parcel, thence a distance due West a distance of 20.00' of said parcel, thence a distance due North a distance of 20.00' to the True Point of Beginning.

EXHIBIT A-7

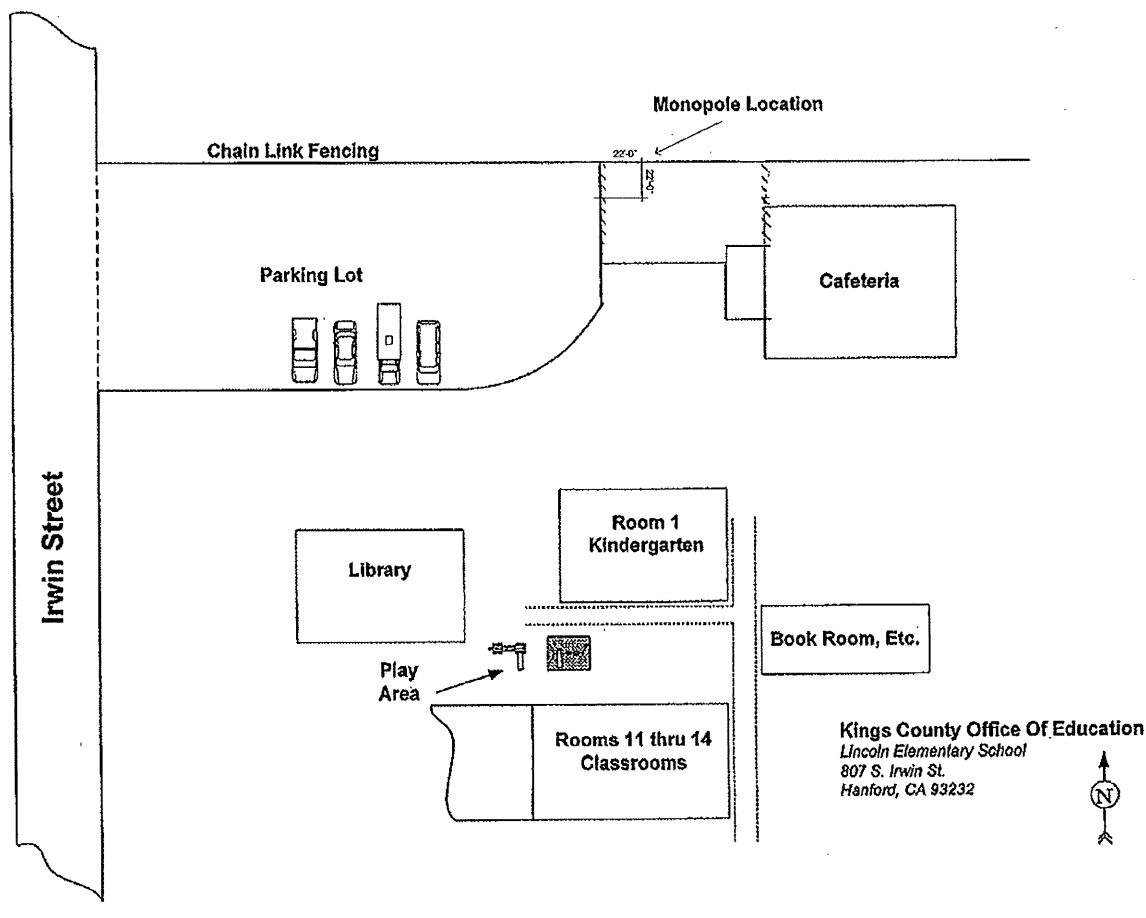


Hanford Elementary School District – Martin Luther King Elementary

A 20.00' by 20.00' parcel of land located on the Southwest Quarter of the Hanford Elementary School District, Martin Luther King Elementary School, located at 820 Hume Avenue, City of Hanford, County of Kings, State of California, more particularly described as:

Commencing at the **True Point of Beginning** of said 20.00' by 20.00' parcel (NW corner), thence being 36° 18' 21.90" North Latitude and 119° 39' 25.62" West Longitude, thence a distance due East of 20.00' of said parcel, thence a distance due South of 20.00' of said parcel, thence a distance due West a distance of 20.00' of said parcel, thence a distance due North a distance of 20.00' to the True Point of Beginning.

EXHIBIT A-8

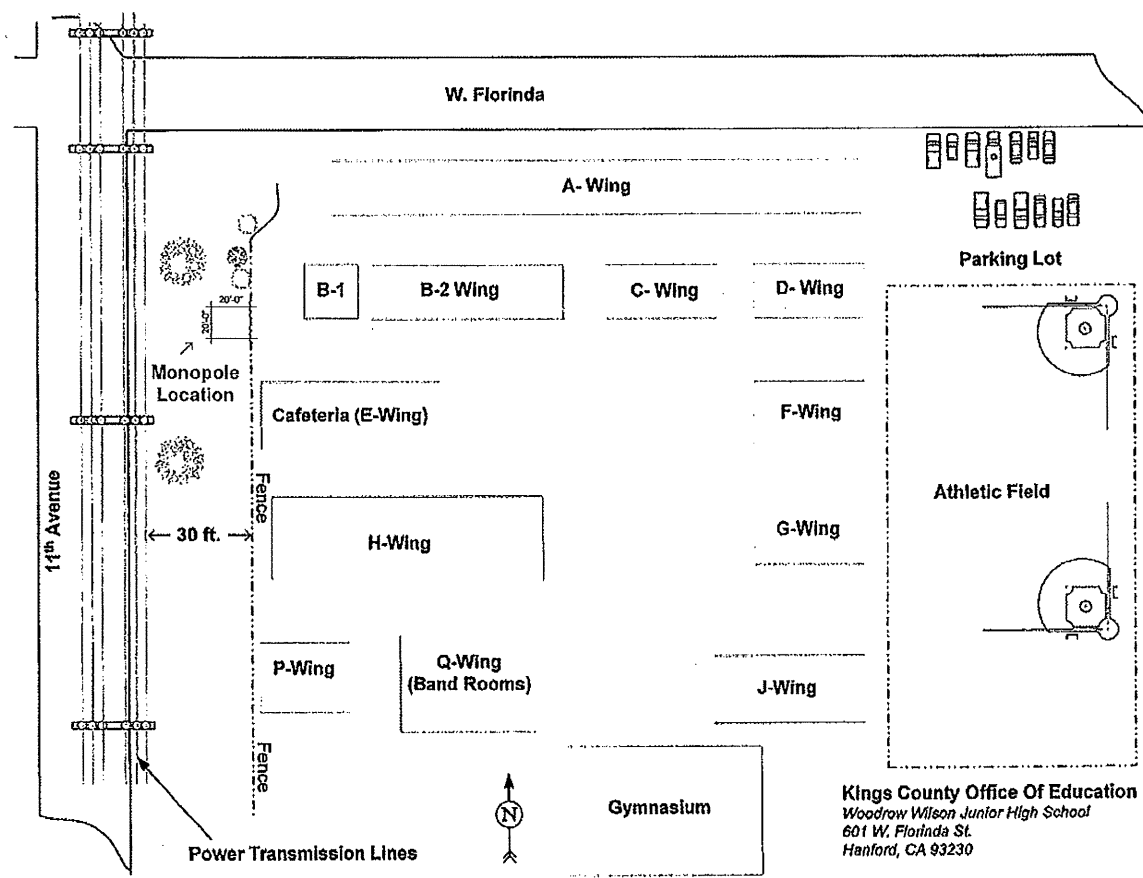


Hanford Elementary School District – Lincoln Elementary

A 22.00' by 22.00' parcel of land located on the North Half of the Hanford Elementary School District, Lincoln Elementary School, located at 807 S. Irwin Street, City of Hanford, County of Kings, State of California, more particularly described as:

Commencing at the **True Point of Beginning** of said 22.00' by 22.00' parcel (NW corner), thence being 36° 18' 57.18" North Latitude and 119° 38' 42.66" West Longitude, thence a distance due East of 22.00' of said parcel, thence a distance due South of 22.00' of said parcel, thence a distance due West a distance of 22.00' of said parcel, thence a distance due North a distance of 22.00' to the True Point of Beginning.

EXHIBIT A-9

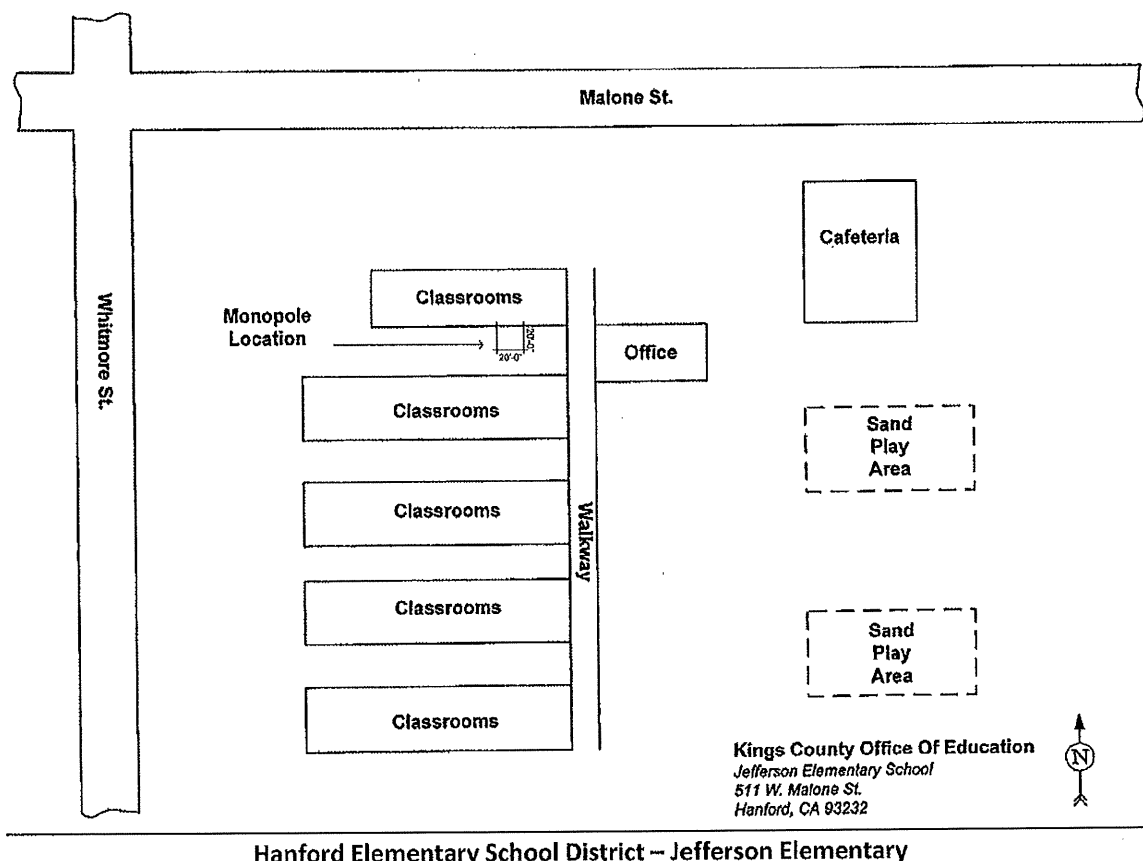


Hanford Elementary School District – Woodrow Wilson Jr. High

A 20.00' by 20.00' parcel of land located on the Northwest Quarter of the Hanford Elementary School District, Woodrow Wilson Jr. High School, located at 601 W. Florinda Street, City of Hanford, County of Kings, State of California, more particularly described as:

Commencing at the **True Point of Beginning** of said 20.00' by 20.00' parcel (NW corner), thence being $36^{\circ} 20' 4.44''$ North Latitude and $119^{\circ} 39' 18.00''$ West Longitude, thence a distance due East of 20.00' of said parcel, thence a distance due South of 20.00' of said parcel, thence a distance due West a distance of 20.00' of said parcel, thence a distance due North a distance of 20.00' to the True Point of Beginning.

EXHIBIT A-10



A 20.00' by 20.00' parcel of land located on the North Half of the Hanford Elementary School District, Jefferson Elementary School, located at 511 W. Malone Street, City of Hanford, County of Kings, State of California, more particularly described as:

Commencing at the **True Point of Beginning** of said 20.00' by 20.00' parcel (NW corner), thence being $36^{\circ} 20' 18.72''$ North Latitude and $119^{\circ} 39' 11.70''$ West Longitude, thence a distance due East of 20.00' of said parcel, thence a distance due South of 20.00' of said parcel, thence a distance due West a distance of 20.00' of said parcel, thence a distance due North a distance of 20.00' to the True Point of Beginning.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 09/19/2022

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 09/28/2022

ITEM:

Consider adoption of the following Board Policy:
BP 3110 – Transfer of Funds

PURPOSE:

Policy updated to delete an authorization for the temporary transfer of funds which only pertained to the 2020-21 and 2021-22 fiscal years.

FISCAL IMPACT:

None.

RECOMMENDATIONS:

Adopt the following Board Policy:
BP 3110 – Transfer of Funds

Board Policy Manual
Hanford Elementary School District

Policy 3110: Transfer Of Funds

Status: ~~ADOPTED~~DRAFT

Original Adopted Date: 12/15/2021 - ~~Last Reviewed Date: 12/15/2021~~

The Governing Board recognizes its responsibility to monitor the district's fiscal practices to ensure accountability regarding the expenditure of public funds and compliance with legal requirements.

The total amount budgeted by the district for each major classification of expenditures, as listed in the California Department of Education's budget forms, shall be the maximum amount which the district may expend for that classification for the school year. (Education Code 42600)

However, when it is in the best interest of the district, the Board may:

1. At any time, adopt a written resolution providing for transfers from the designated fund balance or the unappropriated fund balance to any expenditure classification or between classifications. The resolution shall be filed with the County Superintendent of Schools and the County Auditor. (Education Code 42600)
 2. Direct the temporary transfer of monies held in any district fund or account to another fund or account as necessary for the payment of obligations. Such borrowing shall occur only when the fund or account receiving the money will earn sufficient income during the current fiscal year to repay the amount transferred. No more than 75 percent of the maximum amount held in any fund or account during the current fiscal year may be transferred. Amounts transferred shall be repaid in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year. (Education Code 42603)
- ~~For the 2020-21 and 2021-22 fiscal years only, if the state defers any payments owed to districts, the Board may direct the temporary transfer of up to 85 percent of the maximum amount held in any fund or account during the current fiscal year for the payment of obligations. Such borrowing shall occur only when the fund or account receiving the money will earn sufficient income during the current fiscal year to repay the amount transferred. Prior to exercising this authority, the Board shall hold a public hearing and adopt a resolution authorizing such transfer. (Education Code 42603.1)~~
3. At the close of a school year, request that the County Superintendent make transfers between the designated fund balance or the unappropriated fund balance and any expenditure classification(s), or balance any expenditure classifications of the district budget as necessary for the payment of obligations incurred during that school year. (Education Code 42601)
 4. If any special reserve funds that are maintained for capital outlay or other purposes pursuant to ~~Education Code~~Education Code 42842 are not actually encumbered for ongoing expenses, transfer those monies into the general fund for the general operating purposes of the district. If any monies remain in the special reserve fund at the conclusion of a project, the Board may submit a written request to the County Superintendent, Auditor, and Treasurer to discontinue the special reserve fund and transfer those monies to the district's general fund. (Education Code 42841-42843)
 5. Transfer monies between other funds or accounts when authorized by law.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 09/19/2022

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 09/28/2022

ITEM:

Consider adoption of the following Board Policy/Administrative Regulation:
 BP/AR 3523 – Electronic Signatures

PURPOSE:

New policy reflects the authorization for districts to use electronic signatures in their communications and operations, including the benefits of electronic records and signatures, the requirement that electronic signatures conform with criteria described in law and that the level of security is sufficient for the transaction being conducted, and that electronic records are retained in accordance with law and regulations and as specified in board policy and administrative regulation.

New regulation establishes procedures for district use of electronic signatures, including that in any business transaction electronic signatures may be used only when each party has agreed to conduct the transaction in such a manner and that in other district operations electronic signatures may be required, criteria that must be met in order for an electronic signature to be used, and specific requirements for notarized signatures and statements that are required to be signed under penalty of perjury.

FISCAL IMPACT:

None.

RECOMMENDATIONS:

Adopt the following Board Policy/Administrative Regulation:
 BP/AR 3523 – Electronic Signatures

Policy 3523: Electronic Signatures

Status: DRAFT

Original Adopted Date: Pending

The Governing Board believes that the use of electronic records and signatures is a convenient paperless option that can increase efficiency in commercial and administrative transactions, reduce costs, and contribute to environmental sustainability in district operations. The Board authorizes the use of electronic signatures in district operations when authorized by law.

The Superintendent or designee shall ensure that any electronic signature utilized by the district conforms with criteria described in law and that the level of security is sufficient for the transaction being conducted. (Government Code 16.5; 2 CCR 22003, 22005)

The Superintendent or designee shall retain electronic records in accordance with law and regulations, and as specified in BP/AR 3580 - District Records.

Regulation 3523: Electronic Signatures

Status: DRAFT

Original Adopted Date: Pending

When authorized by law, electronic signatures may be used in the operation of district business and/or administration.

In any business transaction, an electronic signature shall only be used when each party has agreed to conduct the transaction by electronic means. In other district operations, the Superintendent or designee may require the use of an electronic signature. (Civil Code 1633.5; 15 USC 7001)

A *digital signature* is defined as an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature. (Government Code 16.5)

An *electronic signature* consists of an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record. (Civil Code 1633.2)

In order for an electronic signature to be used, the electronic signature shall be: (Government Code 16.5; 2 CCR 22002)

1. Unique to the person using it
2. Capable of verification
3. Under the sole control of the person using it
4. Linked to data in such a manner that if the data are changed the electronic signature is invalidated
5. Conform to 2 CCR 22000-22005

Prior to accepting an electronic signature, the Superintendent or designee shall ensure the following: (2 CCR 22005)

1. That the signature is created by acceptable technology pursuant to 2 CCR 22003
2. That the level of security used to identify the signer of the document and to transmit the signature is sufficient for the transaction being conducted
3. That, if a certificate is a required component of the electronic signature, the certificate format used by the signer is sufficient for the security and interoperability needs of the district.

If a notarized signature is required with respect to an electronic signature, the electronic signature of the notary public together with all of the other information required by law to be included in a notarization shall accompany the electronic signature. (Civil Code 1633.11)

If a statement is required to be signed under penalty of perjury, the electronic signature shall include all of the information to which the declaration pertains together with a declaration under penalty of perjury by the person who submits the electronic signature that the information is true and correct. (Civil Code 1633.11)

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 09/19/2022

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 09/28/2022

ITEM:

Consider adoption of the following Board Policy/Administrative Regulation:
 BP/AR 3550 – Food Service/Child Nutrition Program

PURPOSE:

Policy updated to reflect NEW LAW (AB 130, 2021) which requires districts to provide a nutritionally adequate breakfast and lunch to any student who requests a meal, regardless of the student's free and/or reduced-price meal eligibility, and NEW LAW (AB 486, 2021) which authorizes the coordination of food service programs with classroom instruction and other related district programs.

Regulation updated to reflect changes necessary to implement NEW LAW (AB 130, 2021) which requires the provision of a nutritionally adequate breakfast and lunch to any student who requests a meal, regardless of the student's free and/or reduced-price meal eligibility and make other clarifying changes in the "Food Safety" section.

FISCAL IMPACT:

None.

RECOMMENDATIONS:

Adopt the following Board Policy/Administrative Regulation:
 BP/AR 3550 – Food Service/Child Nutrition Program

Policy 3550: Food Service/Child Nutrition Program

Status: ~~ADOPTED~~DRAFT

Original Adopted Date: 05/16/2001 | Last Revised Date:
10/14/2015

The Governing Board ~~of Trustees~~ recognizes that adequate, nourishing food is essential to student health and well-being, development, and ability to learn. The Superintendent or designee shall develop strategies to increase students' access to and participation in the district's food service programs and ~~to maximize their participation in available~~ maintain fiscal integrity of the programs in accordance with law.

Foods and beverages available through the district's food service program shall:

1. Be carefully selected so as to contribute to students' nutritional well-being and the prevention of disease

~~{cf. 5141.27 – Food Allergies/Special Dietary Needs}~~

2. Meet or exceed nutrition standards specified in law ~~and administrative regulation~~

~~{cf. 3552 – Summer Meal Program}~~

~~{cf. 3554 – Other Food Sales}~~

~~{cf. 5030 – Student Wellness}~~

~~{cf. 5148 – Child Care and Development}~~

~~{cf. 5148.2 – Before/After School Programs}~~

~~{cf. 5148.3 – Preschool/Early Childhood Education}~~

3. Be prepared in ways that will appeal to students, retain nutritive quality, and foster lifelong healthful eating ~~habits~~ 4. Be served in age-appropriate portions habits

~~5.~~

4. Be ~~available~~ served in age-appropriate portions

5. Be provided at no cost to students who ~~meet federal eligibility criteria at no cost~~ request a meal

At the beginning of each school year, the Superintendent or at reduced prices designee shall communicate information related to the district's food service programs to the public through available means, including, but not limited to, the district's web site, social media, flyers, and to other students at reasonable prices ~~school publications.~~

~~{cf. 3551 – Food Service Operations/Cafeteria Fund}~~

~~{cf. 3553 – Free and Reduced Price Meals}~~

The district's food service program shall give priority to serving unprocessed foods and fresh fruits and vegetables.

District schools are encouraged to establish school gardens and/or farm-to-school projects to increase the availability of safe, fresh, seasonal fruits and vegetables for school meals and to support the district's nutrition education program.

To the extent possible, the school meal program shall be coordinated with the nutrition education program, instructional program for teachers, parents/guardians and food service employees, available community resources, and other related district programs.

To encourage student participation in school meal programs, schools may offer multiple choices of food items within a meal service, provided all food items meet nutrition standards and all students are given an opportunity to select any food item.

The Superintendent or designee may invite students and parents/guardians to participate in the selection of foods of good nutritional quality for school menus.

~~The Board desires to provide students with~~Students shall be allowed adequate time and space to eat meals. To the extent possible, school, recess, and transportation schedules shall be designed to ~~encourage~~promote participation in school meal programs.

The Superintendent or designee shall periodically review the adequacy of school cafeterias and facilities for ~~cafeteria eating and~~ food preparation and consumption.

~~{cf. 1312.4 - Williams Uniform Complaint Procedures}~~

~~{cf. 3517 - Facilities Inspection}~~

~~{cf. 7110 - Facilities Master Plan}~~

In accordance with law, the Superintendent or designee shall develop and maintain a food safety program in order to reduce the risk of foodborne hazards at each step of the food preparation ~~process, from~~ receiving to and service process.

The Superintendent or designee shall annually report to the Board on student participation in the district's nutrition programs and the extent to which the district's food ~~service~~service program meets state and federal nutrition standards for foods and beverages. In addition, the Superintendent or designee shall provide all necessary and available documentation required for the Administrative Review conducted by the California Department of Education (CDE) to ensure the food service program's compliance with federal requirements related to nutrition standards, meal patterns, provision of drinking water, school meal environment, food safety, and other areas as required by the CDE. ~~{cf. 0500 - Accountability}~~
~~{cf. 3555 - Nutrition Program Compliance}~~

Regulation 3550: Food Service/Child Nutrition Program

Status: ~~ADOPTED~~DRAFT

Original Adopted Date: 10/14/2015

Nutrition Standards for School Meals

Meals, food items, and beverages provided through the district's food services program shall: (Education Code ~~49531, 49553; 42 USC 1758, 1773~~)

~~1. 49501.5, 49553; 42 USC 1758, 1773~~

1. Comply with National School Lunch and/or Breakfast Program standards for meal patterns, nutrient levels, and calorie requirements for the ages/grade levels served, as specified in 7 CFR 210.10, ~~220.8,~~ or 220.238 as applicable ~~2. Not be deep fried, par fried, or flash fried, as defined in Education Code 49430 and 49430.7~~

~~Not be deep fried, par fried, or flash fried, as defined in Education Code 49430 and 49430.7 (cf. 3552– Summer Meal Program)~~

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

~~(cf. 3554– Other Food Sales)~~

~~(cf. 5030– Student Wellness)~~

~~(cf. 5141.27– Food Allergies/Special Dietary Needs)~~

2.

Drinking Water

The district shall provide access to free, fresh drinking water during meal times in food service areas at all district schools, including, but not limited to, areas where reimbursable meals under the National School Lunch or Breakfast Program are served or consumed. (Education Code 38086; 42 USC 1758)

Special Milk Program

Any school that does not participate in the National School Lunch or Breakfast Program may participate in the Special Milk Program to provide all enrolled students with reasonably priced milk.

(7 CFR 215.17) **Food Safety**

The Superintendent or designee shall ensure that the district's food service program meets the applicable sanitation and safety requirements of the California Retail Food Code as set forth in Health and Safety Code 113700-114437.

For all district schools participating in the National School Lunch and/or School Breakfast Program, the Superintendent or designee shall implement a written food safety program for the storage, preparation, and service of school meals which complies with the national Hazard Analysis and Critical Control Point (HACCP) system. The district's HACCP plan shall include, but is not limited to, a determination of critical control points and critical limits at each stage of food production, monitoring procedures, corrective actions, and recordkeeping procedures. (42 USC 1758; 7 CFR 210.13, 220.7)

The Superintendent or designee shall ensure that food service directors, managers, and staff complete an annual continuing education or training as required by law. Each new employee, including a substitute, or volunteer shall complete initial food safety training prior to handling food. For each employee, the Superintendent or designee shall document the date, trainer, and subject of each training.

The Superintendent or designee shall assign staff to maintain records and logs documenting food safety activities, including, but not limited to, records of food deliveries, time and temperature monitoring during food production, equipment temperature (freezer, cooler, thermometer calibration), corrective actions, verification or review of safety efforts, and staff training.

Inspection of Food Facilities

All food preparation and service areas shall be inspected in accordance with Health and Safety Code ~~113725-113725~~113725113725.1 and applicable county regulations.

Each school participating in the National School Lunch and/or Breakfast Program shall, during each school year, obtain a minimum of two food safety inspections conducted by the county environmental health agency. (42 USC 1758; 7 CFR 210.13, 220.7)

The Superintendent or designee shall retain records from the most recent food safety inspection. All schools shall post a notice indicating that the most recent inspection report is available to any interested person upon request.

(Health and Safety Code 113725.1; 42 USC 1758; 7 CFR 210.13, 210.15, 220.7)

~~{cf. 1340—Access to District Records}~~

~~{cf. 3580—District Records}~~

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 09/19/2022

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 09/28/2022

ITEM:

Receive the following Board Policy/Administrative Regulation for information:
 BP/AR 3551 – Food Service Operations/Cafeteria Fund

PURPOSE:

Policy updated to reflect NEW LAW (AB 130, 2021) which requires districts to provide a nutritionally adequate breakfast and lunch to any student who requests a meal, regardless of the student's free and/or reduced-price meal eligibility, including revisions to the "Meal Sales" and "Program Monitoring and Evaluation" sections

Regulation updated to reflect NEW LAW (AB 130, 2021) which requires districts to provide a nutritionally adequate breakfast and lunch to any student who requests a meal, regardless of the student's free and/or reduced-price meal eligibility. Updated Regulation includes revision to "Payment for Meals," "Cafeteria Funds," and "Contracts with Outside Services" sections to make them generally applicable to all food service programs and the deletion of the "Unpaid and Delinquent Meal Charges" section which is no longer applicable.

FISCAL IMPACT:

None.

RECOMMENDATIONS:

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

Policy 3551: Food Service Operations/Cafeteria Fund

Status: ~~ADOPTED~~DRAFT

Original Adopted Date: 05/16/2001 | Last Revised Date:
04/11/2019

The Governing ~~Board of Trustees~~ intends that school food services shall be a self-supporting, nonprofit program. To ensure program quality and ~~increase~~ cost effectiveness, the Superintendent or designee shall centralize and direct the purchasing of foods and supplies, the planning of menus, and the auditing of all food service accounts for the district. ~~(cf. 3100—Budget)~~

~~(cf. 3300—Expenditures and Purchases)~~

~~(cf. 3311—Bids)~~

~~(cf. 3550—Food Service/Child Nutrition Program)~~

~~(cf. 3552—Summer Meal Program)~~

~~(cf. 5030—Student Wellness)~~

The Superintendent or designee shall ensure that ~~all~~ food service ~~personnel~~director(s) possess the ~~required qualifications and receive ongoing professional development related to the effective management and implementation required by 7 CFR 210.30 and California Department of the district's food service program in accordance with law.~~ Education (CDE) standards.

~~(cf. 4231—Staff Development)~~

~~(cf. 4331—Staff Development)~~

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

Meal Sales

Any student who requests a meal shall be served a nutritionally adequate breakfast and lunch free of charge, each school day. (Education Code 49501.5)

As permitted by law, additional or second meals, adult meals, and other nonprogram foods, such as smart snack compliant food and beverages sold in vending machines, may be sold to students. (Education Code 38082, 49501.5)

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

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

Meal prices, as recommended by the Superintendent or designee and approved by the Board, shall be based on the costs of providing food services and consistent with Education Code 38084 and 42 USC 1760.

The Superintendent or designee shall establish strategies and procedures for the collection of meal payments, ~~including delinquent meal payments.~~ Such procedures shall conform with 2 CFR 200.426 and any applicable CDE guidance. The Superintendent or designee shall clearly communicate these procedures to students and parents/guardians, and shall make this policy and the accompanying administrative regulation available to the public pursuant to Education Code 49557.5.

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

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

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

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

Cafeteria Fund and Account

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

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

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

OPTION 1: The wages, salaries, and benefits of food service employees shall be paid from the district's general fund. At any time, the Board may order reimbursement from the district's cafeteria fund for these payments in amounts prescribed by the Board and not exceeding the costs actually incurred. (Education Code 38103)(cf. 3230 – Federal Grant Funds)

~~(cf. 3400 – Management of District Assets/Accounts)~~

~~(cf. 3460 – Financial Reports and Accountability)~~

OPTION 1 ENDS HERE

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

OPTION 2 ENDS HERE

Contracts with Outside Services

With Board approval, the district may enter into a contract for food service consulting services or management services in one or more district schools. (Education Code 45103.5; 42 USC 1758; 7 CFR 210.16) ~~(cf. 3312 – Contracts)~~

~~(cf. 3600 – Consultants)~~

Procurement of Foods, Equipment and Supplies

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

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

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

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

Program Monitoring and Evaluation

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

The Superintendent or designee shall provide all necessary documentation required for the Administrative Review conducted by ~~the~~ CDE to ensure compliance of the district's food service program with federal requirements ~~related to maintenance of the nonprofit school food service account, meal charges, paid lunch equity, revenue from nonprogram goods, indirect costs, and USDA foods.~~
~~(cf. 3555 – Nutrition Program Compliance)~~

Regulation 3551: Food Service Operations/Cafeteria Fund

Status: ~~ADOPTED~~DRAFT

Original Adopted Date: 04/16/1997 | Last Revised Date: 04/11/2019

Payments for Meals

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

~~{cf. 3550 – Food Service/Child Nutrition Program}~~

~~{cf. 3552 – Summer Meal Program}~~

~~{cf. 3553 – Free and Reduced Price Meals}~~

~~{cf. 3555 – Nutrition Program Compliance}~~

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

1. Explaining the meal charge policy within registration materials provided to parents/guardians at the start of ~~theschool~~the school year
2. Including the policy in print versions of student handbooks, if provided to parents/guardians annually
3. Providing the policy whenever parents/guardians are notified regarding the application process for free ~~and reduced~~and reduced-price meals, such as in the distribution of ~~applications~~eligibility forms at the start of the school year
4. Posting the policy on the district's web site

~~5. Establishing a system to notify parents/guardians when a student's meal payment account has a low or negative balance~~

~~{cf. 1113 – District and School Web Sites}~~

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

~~In any school that uses a system of meal tickets or other similar medium of exchange rather than an electronic point-of-sale system, the Superintendent or designee shall develop a process for providing replacement tickets to any student who reports his/her tickets as lost or stolen. However, whenever any student reports an excessive number of lost or stolen tickets, the Superintendent or designee shall notify the parent/guardian and may provide an alternative method of tracking meal usage for that student.~~

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

~~{cf. 1340 – Access to District Records}~~

~~{cf. 3580—District Records}~~

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

Unpaid and Delinquent Meal Charges

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

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

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

~~The district shall not direct any action toward a student to collect unpaid school meal fees. {Education Code 49557.5}~~

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

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

Reimbursement

Claims

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

Donation of Leftover Food

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

Food that may be donated includes prepackaged, nonpotentially hazardous food with the packaging still intact and in good condition, whole uncut produce that complies with Health and Safety Code 113992, unopened bags of sliced fruit, unopened containers of milk that are immediately stored in a cooling bin maintained at 41 degrees Fahrenheit or below, and perishable prepackaged food if it is placed in a proper temperature-controlled environment. The preparation, safety, and donation of food shall be consistent with Health and Safety Code 113980. (Health and Safety Code 114079)

Cafeteria Fund and Account

All proceeds from food sales and other services offered by the cafeteria shall be deposited in the cafeteria fund as provided by law. ~~The income and expenditures of any cafeteria revolving account established by the Board of Trustees shall be recorded as income and expenditures of the cafeteria fund. (Education Code 38090, 38091) (Education Code 38090, 38093)~~

~~(cf. 3100—Budget)~~

~~(cf. 3300—Expenditures and Purchases)~~

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

The district may use cafeteria funds to supplement the provision of a nutritionally adequate breakfast and/or lunch to district students when permitted by law.

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

~~(cf. 3110—Transfer of Funds)~~

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

Net cash resources in the nonprofit school food service shall not exceed three ~~months~~ months' average expenditures. ~~(2 (7 CFR 210.14, 220.14)7)~~

U.S. Department of Agriculture Foods

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

- ~~1. Are sanitary and free from rodent, bird, insect, and other animal infestation~~
- ~~2. Safeguard foods that protect~~ against theft, spoilage, ~~and damage, or~~ other loss
- ~~3. Maintain foods.~~ Such storage facilities shall maintain donated foods in sanitary conditions, at the proper storage temperatures
- ~~4. Store foods off the floor in a manner to allow for temperature and humidity, and with adequate ventilation~~
- ~~5. Take other protective measures~~ air circulation. The district shall comply with all federal, state, or local requirements related to food safety and health and procedures for responding to a food recall, as may be necessary applicable, and shall obtain all required health inspections. (7 CFR 250.14)

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

USDA donated foods shall be used in school lunches as far as practicable. USDA foods also may be used in other nonprofit food service activities, including, but not limited to, school breakfasts or other meals, a la carte foods sold to students, meals served to adults directly involved in the operation and administration of the food service and to other school staff, and training in nutrition, health, food service, or general home economics instruction for students, provided that any revenues from such activities accrue to the district's nonprofit food service account. (7 CFR 250.59)

Contracts with Outside Services

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

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

Any contract for consulting services shall not result in the supervision of food service classified staff by the management consultant, nor shall it result in the elimination of any food service classified staff or position or have any adverse effect on the wages, benefits, or other terms and conditions of employment of classified food service staff or positions. All persons providing consulting services shall be subject to applicable employment conditions related to health and safety as listed in Education Code 45103.5. (Education Code 45103.5) ~~(cf. 3312—Contracts)~~

~~(cf. 3515.6—Criminal Background Checks for Contractors)~~

~~(cf. 3600—Consultants)~~

~~(cf. 4112.4/4212.4/4312.4—Health Examinations)~~

~~(cf. 4212—Appointments and Conditions of Employment)~~

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 09/19/2022

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 09/28/2022

ITEM:

Receive the following Board Policy/Administrative Regulation for information:

BP/AR 3553 – Free and Reduced Price Meals

PURPOSE:

Policy updated to reflect NEW LAW (AB 130, 2021) which requires districts to provide a nutritionally adequate breakfast and lunch to any student who requests a meal, regardless of the student's free and/or reduced-price meal eligibility. Updated policy includes general requirements applicable to federal National School Lunch and Breakfast Programs as well as the state Universal Meal Program. Updated Policy also includes revision to the "Confidentiality/Release of Records" section to permit the use of student information to facilitate the provision of targeted educational services to a student based on the local control and accountability plan, as clarified in the California Department of Education's Management Bulletin SNP-02- 2018.

Regulation updated to reflect NEW LAW (AB 130, 2021) which requires districts to provide a nutritionally adequate breakfast and lunch to any student who requests a meal, regardless of the student's free and/or reduced-price meal eligibility, and includes program implementation changes to "Verification of Eligibility" and "Nondiscrimination Plan" sections and the deletion of the "Prices" section which is no longer necessary.

FISCAL IMPACT:

None.

RECOMMENDATIONS:

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

BP/AR 3553 – Free and Reduced Price Meals

ADM-018

7/07

Policy 3553: Free And Reduced Price Meals

Status: ~~ADOPTED~~DRAFT

Original Adopted Date: 11/18/1998 | Last Revised Date: 04/11/2019

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

~~{cf. 3551 – Food Service Operations/Cafeteria Fund}~~

~~{cf. 3552 – Summer Meal Program}~~

~~{cf. 5030 – Student Wellness}~~

~~{cf. 5148 – Child Care and Development}~~

~~{cf. 5148.2 – Before/After School Programs}~~

~~{cf. 6177 – Summer Learning Programs}~~

~~The Each school day, the~~ district shall provide ~~at least one, free of charge, a~~ nutritionally adequate meal each school day, ~~free of charge or at a reduced price, breakfast and lunch~~ for students whose families meet federal eligibility criteria ~~any student who requests a meal.~~ (Education Code ~~49550, 49552~~49501.5)

To provide optimal nutrition and ~~reduce the administrative burden of food service operations~~ensure that schools receive maximum federal meal reimbursement, the

Superintendent or designee shall assess the eligibility of district schools to ~~provide breakfast and/or lunch free of charge to all students at the school under a federally funded~~operate a federal universal meal service provision, such as Provision 2 or the Community Eligibility Provision, pursuant to 42 USC 1759a.

~~The~~

~~If~~Superintendent or designee shall submit an application to operate a federal universal meal provision to the California

Department of Education (CDE) on behalf of any district school that meets the criteria for definition of a "very-high poverty school" through its eligibility for the federal Community Eligibility Provision reimbursement rate pursuant to 42 USC 1759a, the district shall apply to the California Department of Education (CDE) to operate a universal meal service, unless the Board adopts a resolution stating that the district is unable to comply with this requirement due to fiscal hardship. The resolution shall be part of the public agenda for at least two consecutive Board meetings, first as an information item and then as an action item. The Board shall reconsider the resolution at least once every four years." (Education Code ~~49564; 42 USC 1759a.3~~)

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

~~{cf. 3550 – Food Service/Child Nutrition Program}~~

~~Schools participating in the Special Milk Program pursuant to 42 USC 1772 shall provide milk at no charge to students who meet federal eligibility criteria for free or reduced-price meals.~~

The Board shall approve, and shall submit to ~~the~~ CDE for approval, a plan that ensures that students eligible to receive free or reduced-price meals ~~and milk~~ are not treated differently from other students. ~~{and that meets other requirements specified in~~ Education Code 49557}.

~~{cf. 0410 – Nondiscrimination in District Programs and Activities}~~

~~(cf. 3555—Nutrition Program Compliance)~~

~~(cf. 5145.3—Nondiscrimination/Harassment)~~

Confidentiality/Release of Records

All applications and records related to eligibility for the free and reduced-price meal program shall be confidential and may not be ~~released~~disclosed except as provided by law and authorized by the Board or pursuant to a court order. ~~(Education Code 49558)~~
(Education Code 49558)~~(cf. 5125—Student Records)~~

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

1. Disaggregation of academic achievement data

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

2. Identification of students eligible for services under the federal Elementary and Secondary Education Act ~~pursuant to~~pursuant to 20 USC 6301-6576

~~(cf. 6171—Title I Programs)~~

3. Facilitation of targeted educational services and supports to individual students based on the local control accountability plan

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

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

The Superintendent or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to the Superintendent of Public Instruction for purposes of determining allocations under the ~~local control funding formula~~LCFF and for assessing accountability of that funding. (Education Code 49558)

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

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

Regulation 3553: Free And Reduced Price Meals

Status: ~~ADOPTED~~DRAFT

Original Adopted Date: 11/18/1998 | Last Revised Date: 04/11/2019

Applications

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

~~{cf. 3550—Food Service/Child Nutrition Program}~~

~~{cf. 3551—Food Service Operations/Cafeteria Fund}~~

~~{cf. 3552—Summer Meal Program}~~

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

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

In addition, the district application form for free and reduced price meals shall be available online. The online application form shall require completion of only those questions necessary for determining eligibility, contain clear instructions for families that are homeless or migrant, and comply with other requirements specified in Education Code 49557.

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

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

Eligibility

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

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

~~{cf. 6173—Education for Homeless Children}~~

~~{cf. 6173.1—Education for Foster Youth}~~

~~{cf. 6175—Migrant Education Program}~~

Verification of Eligibility

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

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

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

~~If any household is to receive a reduction or termination of benefits. If~~ as a result of verification activities, ~~the eligibility of a household that is receiving free or reduced-price benefits cannot be confirmed,~~ or if the household fails to cooperate with verification efforts, the Superintendent or designee shall reduce or terminate benefits, as applicable, and shall properly document and retain on file in the district the reasons for ~~the household's~~ ineligibility. ~~He/she also shall send a notice of adverse action to any household that is to receive a reduction or termination of benefits. Such notice shall be provided~~ At least 10 days prior to the actual reduction or termination ~~of benefits, the Superintendent or designee shall send a notice of adverse action to the household.~~ The notice shall advise the household of: ~~(7 CFR 245.6a)~~

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

Confidentiality/Release of Records

The Superintendent designates the following district employee(s) to ~~used~~ disclose a student's name and eligibility status from individual ~~meal~~ records ~~pertaining to student participation in the free and reduced-price meal program only~~ for the purpose of disaggregation of academic achievement data and/or the provision of services under the federal Elementary and Secondary Education Act pursuant to 20 USC 6301-6576. Director of Program Development, Assessment and Accountability

~~Director~~ In permitting the disclosure of Program Development, Assessment and Accountability

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

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

~~(cf. 5125—Student Records)~~

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

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

3. All other confidentiality provisions required by law are met.
4. Information collected regarding individual students certified to participate in the free and reduced-price ~~meal program~~ meal program is destroyed when no longer needed for its intended purpose.

Nondiscrimination Plan

~~The district's plan~~ In implementing the district's food service programs for students ~~receiving~~ who are eligible to receive free or reduced-price meals, the district shall ensure the following: (Education Code 49557; 42 USC 1758)

1. The names of the students shall not be published, posted, or announced in any manner, or used for any ~~purpose~~ other purpose other than the National School Lunch and School Breakfast Programs, unless otherwise provided by law.
2. There shall be no overt identification of any of the students by the use of special tokens or tickets or by any ~~other means~~ other means.
3. The students shall not be required to work for their meals ~~or for milk~~.
4. The students shall not be required to use a separate dining area, go through a separate serving line or entrance, ~~or consume~~ or consume their meals ~~or milk~~ at a different time.

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

~~(cf. 3555—Nutrition Program Compliance)~~

~~When more than one lunch, breakfast, or type of milk is offered, the students shall have the same choice of meals or milk as is available to those students who pay the full price. (Education Code 49557; 7 CFR 245.8)~~

Prices

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

HANFORD ELEMENTARY SCHOOL DISTRICT
Human Resources Department
AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Jaime Martinez

DATE: September 19, 2022

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

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **September 28, 2022**

ITEM: Consider approval of personnel transactions and related matters.

PURPOSE:

a. Employment

Classified

- Cristina Cervantes, READY Program Tutor – 4.5 hrs., King, effective 9/8/22
- Melinda Casarez, Educational Tutor – 4.5 hrs., Richmond, effective 9/6/22

Classified Temps/Sub

- Leslie Arakelian, Substitute Yard Supervisor, Clerk Typist I and Student Specialist, effective 9/8/22
- Olivia Chavez, Substitute Yard Supervisor, effective 9/5/22
- Ronnie Leal, Substitute Yard Supervisor and Custodian I, effective 9/7/22
- Maria Patino de Ponce, Substitute Yard Supervisor, effective 9/6/22
- Francisca Perez, Substitute Yard Supervisor, effective 9/12/22
- Rosa Rodriguez, Substitute Clerk Typist I, effective 9/9/22
- Alex Santiago, Athletic Coach, effective 8/31/22
- Steven Santiago, Athletic Coach, effective 9/2/22
- Alijah Turner, Athletic Coach, effective 9/8/22

Short Term Classified

- Neida Chavez, Short-Term Yard Supervisor – 3.5 hrs., Simas, effective 9/12/22-10/28/22
- Maria Palacios, Short-Term Yard Supervisor – 3.0 hrs., Roosevelt, effective 9/6/22-10/28/22

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

- Mariah Benitez, Girls 4-6th Softball, Hamilton, effective 8/22/22-10/29/22
- Demerio Carre, Boys 4-6th Football, Washington, effective 8/22/22-10/29/22
- Joseph Hernandez, Jr High Drum Coach, Kennedy and Wilson, effective 9/9/22-6/2/23
- Michael Quiñones, Girls 4-6th Softball, Washington, effective 8/22/22-10/29/22
- Alex Santiago, Boys 4-6th Football, Monroe, effective 8/31/22-10/29/22
- Steven Santiago, Boys 4-6th Football, Hamilton, effective 9/2/22-10/29/22
- Kelvin Shepherd, Boys 7th Football, Wilson, effective 8/22/22-10/26/22
- Alijah Turner, Girls 8th Volleyball, Wilson, effective 9/8/22-10/26/22

b. Resignations

Classified

- Maria Herrera Gamboa, Substitute Yard Supervisor, effective 9/2/22

c. Volunteers

Name	School
Irene Gallegos	Jefferson
Estefania Garcia De La Torre	Hamilton
Dariean Levario	Monroe
Debrjah Montejano	Simas
Bodhi Vigario	Roosevelt

d. Consider approval of an Agreement between University of Massachusetts (UMASS) Global (formerly Brandman University) and Hanford Elementary School District

- Authorize to enter into a Memorandum of Understanding between Hanford Elementary School District and UMASS Global for the placement of student teachers and interns for 2022-23 school year.

RECOMMENDATION: Approve.



INTERNSHIP CONTRACT AGREEMENT

by and between

UNIVERSITY OF MASSACHUSETTS GLOBAL

and

Hanford Elementary School District

- **Multiple Subject Internship Credential**
- **Single Subject Internship Credential**
- **Education Specialist Internship Credential**

An Internship Credential authorizes the same service at the same level as the Preliminary Credential with some exceptions. The Internship Credential is only valid in one school district or consortium under the preconditions established by State law (see Appendix A).

For this reason, interns must have a contract before a credential can be issued. Each intern candidate is to work under the direct and continuing supervision of a University of Massachusetts Global Supervisor, from the Visalia Campus, and District Mentor who provides general support at the classroom level of the cooperating school. Also, the Internship Credential shall be issued initially for a two-year period. (Education Code Section 44455).

I. General Provisions

a. The UNIVERSITY agrees and verifies that:

- i. Each Intern Teacher shall have met the requirements for enrollment in its Credential Programs
- ii. Each Intern Teacher must have completed the minimum number of preservice hours of University Credential Program course work, as required by the CTC for issuance of the Intern Credential.
- iii. Each Intern Teacher shall apply for the Internship Credential through the Teacher Accreditation Department at University of Massachusetts Global, upon verification of employment from the School District.

b. The DISTRICT agrees and verifies that:

- i. The intern assumes full teaching and legal responsibility for their classroom from the first day of the teaching assignment as a paid employee of the District for at least **one academic year**, subject to the District's personnel policies and State law(s).

- ii. The intern will attend department and faculty meetings and parent-teacher conferences when appropriate. No intern may coach extracurricular activities nor be required to attend meetings that present a conflict with his/her internship responsibilities at University of Massachusetts Global.
- iii. The intern is expected to attend all school and district in-service training sessions whenever possible. The intern will also attend assigned District and School orientations that occur prior to the start of the school. If there is a conflict between University and District training, University meetings shall take priority during the Internship period.

II. Support and Supervision Requirements

Pursuant to California Education Code §44321, the supervision and support of interns is the responsibility of both the Commission-approved teacher preparation program and the employer. The Commission requires that each approved intern program must have a signed Memorandum of Understanding (MOU) outlining the respective responsibilities of the program and of the employer.

a. General Support and Supervision Provided to All Interns

The UNIVERSITY and DISTRICT together shall provide a minimum of 144 hours of support/mentoring and supervision to each intern teacher per school year including coaching, modeling, and demonstrating within the classroom, assistance with course planning and problem-solving regarding students, curriculum, and development of effective teaching methodologies. The minimum support, mentoring and supervision provided to an intern teacher who assumes daily teaching responsibilities after the beginning of a school year shall be equal to four hours times the number of instructional weeks remaining in the school year. A minimum of two hours of support/mentoring and supervision must be provided to an intern teacher every five instructional days.

- i. The UNIVERSITY shall select supervisors that have current knowledge in their subject matter area; understand the context of public schooling; ability to model best professional practices in teaching and learning, scholarship and service; knowledge about diverse abilities, cultural, language, ethnic and gender diversity; and understanding of academic standards, frameworks, and accountability systems that drive the curriculum of public schools.
- ii. The UNIVERSITY shall provide supervision and ongoing support for a minimum of 72 hours per school year. University supervisors will conduct classroom observations a minimum of four times each term that include pre and post observation discussions. Supervisors will maintain weekly contact with the intern to provide support related to planning, curriculum, and instruction in addition to problem solving regarding students.

- iii. The DISTRICT shall select mentor teachers who meet the following qualifications:
 - (1) valid corresponding Clear or Life credential,
 - (2) three years successful teaching experience, and
 - (3) the English Learner (EL) Authorization (if responsible for providing specified EL support).

If the mentor does not hold an EL Authorization, the district must identify an individual who does have a valid EL authorization and who is immediately available to assist the intern with planning lessons that are appropriately designed and differentiated for English learners, for assessing language needs and progress, and to support language accessible instruction, through in-classroom modeling and coaching as needed.
- iv. The DISTRICT shall provide supervision and ongoing support for a minimum of 72 hours per school year with a minimum of two hours of support/mentoring and supervision per week. The mentor(s) role is to provide support specifically addressing issues in the intern's classroom (See Appendix B for examples of support/supervision activities). Interns without an English Language Authorization must also receive focused English Language instruction support.
- v. The UNIVERSITY shall provide orientation and training for the district mentors and university supervisors.
- vi. The UNIVERSITY provides the 10 hour CTC mandatory mentor training.
- vii. The DISTRICT requires mentors complete the CTC mandatory 10 hour training. Experienced mentors may be eligible to waive up to 8 hours of this training based on prior experience and professional development.
- viii. The University Supervisor and District Mentor shall meet together regularly with the intern to ensure the intern is following the California Teaching Performance Expectations.
- ix. The UNIVERSITY shall monitor the completion of university and employer-provided support/mentoring to ensure that interns teachers are receiving the minimum 144 hours of mentoring via forms submitted by the interns in LiveText.
- x. The District Mentor and site administrator shall participate in surveys that provide feedback to the university regarding the internship experience.
- xi. University may request use of video capture for candidate supervision, reflection, and CAL TPA completion to reflect to the extent possible Intern's knowledge, skills, and abilities to instruct TK-12 students while meeting state-adopted academic standards. School Site shall inform

Teacher Education Credential Interns of video recording policies in place for the CAL TPA task video capture requirement.

b. Support and Supervision Specific to Teaching English Learners

The following additional support/mentoring and supervision shall be provided to an intern teacher who enters the program without a valid English learner authorization listed on a previously issued multiple subject, single subject, or education specialist instruction teaching credential; a valid English learner or Cross-cultural, Language and Academic Development (CLAD) authorization:

- i. The UNIVERSITY shall provide 45 hours of support/mentoring and supervision per school year, including in-classroom coaching, specific to the needs of English learners. The minimum support/mentoring and supervision provided to an intern teacher who assumes daily teaching responsibilities after the beginning of a school year shall be equal to five hours times the number of months remaining in the school year. The support/mentoring and supervision should be distributed in a manner that sufficiently supports the intern teacher's development of knowledge and skills in the instruction of English learners.
- ii. The DISTRICT shall identify an individual who will be immediately available to assist the intern teacher with planning lessons that are appropriately designed and differentiated for English learners, for assessing language needs and progress, and for support of language accessible instruction through in-classroom modeling and coaching as needed. The identified individual may be the same mentor assigned pursuant to section I above provided the individual possesses an English learner authorization and will be immediately available to assist the intern teacher. (See Appendix B for examples of support/supervision activities).
- iii. An individual who passes the California Teaching of English Learner (CTEL) examinations prior or subsequent to the issuance of the intern credential may be exempted from the additional 45 hours of support/mentoring and supervision specific to the needs of English learners.
- iv. The UNIVERSITY shall monitor the completion of university and employer-provided support/mentoring to ensure that interns teachers are receiving the minimum 45 hours of support/mentoring specific to the needs of English learners via forms submitted by the interns in LiveText.

III. THE PARTIES MUTUALLY AGREE

- A. The parties mutually agree each shall provide and maintain commercial general liability insurance or self-insurance acceptable to both parties in the minimum amounts of

\$1,000,000 per occurrence, \$3,000,000 general aggregate and upon request shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Agreement. Each Certificate of Insurance shall specify that should any above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

- B. The UNIVERSITY agrees to indemnify, hold harmless, and defend the DISTRICT, its agents and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the DISTRICT because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the UNIVERSITY, its agents or employees.

The DISTRICT agrees to indemnify, hold harmless, and at the University's request, defend the UNIVERSITY, its agents and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the University because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with the Agreement, and due or claimed to be due to the negligence of the DISTRICT, its agents or employees.

- C. Both parties acknowledge they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.
- D. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- E. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

**FIELDWORK SITE CONTACT
INFORMATION:**

Hanford Elementary School District
714 N. White St.

**UNIVERSITY CONTACT
INFORMATION:**

University of Massachusetts Global
16355 Laguna Canyon Road

Hanford, CA 93230
 Attn: Alice Garcia
 Phone: 559-585-3600

Irvine, CA 92618
 Attn: School of Education, Dean
 Fax: (800) 775-0128

- F. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- G. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.
- H. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.
- I. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.

IV. TERM AND TERMINATION OF AGREEMENT

University of Massachusetts Global and the Hanford Elementary School District, agree to all the conditions of this Internship Contract Agreement as outlined above, to be effective on 09/01/2022, and continuing until 09/01/2025 (3-year maximum). This agreement may be terminated and the provisions of this agreement may be altered, changed or amended by mutual consent of both parties upon sixty (60) days written notice.

SIGNATURES:

DISTRICT

REPRESENTATIVES:

Signature: _____

Name: _____

Title: Superintendent

Date: _____

Signature: _____

Name: _____

Title: Human Resources

Date: _____

UNIVERSITY:

Signature: _____

Name: Phillip L. Doolittle

Title: Executive Vice Chancellor of Finance and
Administration and Chief Financial Officer

Date: _____

APPENDIX A

Preconditions Established for Internship Programs

For initial program accreditation and continuing accreditation by the Committee on Accreditation, participating districts and universities must adhere to the following requirements of state law or Commission policy.

- (1) **Bachelor's Degree Requirement.** Candidates admitted to internship programs must hold baccalaureate degrees or higher from a regionally accredited institution of higher education. Reference: Education Code §§44325, 44326, 44453.
- (2) **Subject Matter Requirement.** Each Multiple Subject intern admitted into the program has passed the Commission-approved subject matter examinations(s) for the subject area(s) in which the Intern is authorized to teach, and each Single Subject intern admitted into the program has passed the Commission-approved subject matter examination(s) or completed the subject matter program for the subject areas(s) in which the Intern is authorized to teach. Reference: Education Code § 44325(c) (3).
- (3) **Pre-Service Requirement.**
 - (a) Each Multiple and Single Subject Internship program must include a minimum of 120 clock hour (or the semester or quarter unit equivalent) pre-service component which includes foundational preparation in general pedagogy including classroom management and planning, reading/language arts, subject specific pedagogy, human development, and teaching English Learners.
 - (b) Each Education Specialist Internship program includes a minimum of 120 clock hour (or the semester or quarter unit equivalent) pre-service component which includes foundational preparation in pedagogy including classroom management and planning, reading/language arts, specialty specific pedagogy, human development, and teaching English Learners.
- (4) **Professional Development Plan.** The employing district has developed and implemented a Professional Development Plan for interns in consultation with a Commission-approved program of teacher preparation. The plan shall include all of the following:
 - (a) Provisions for an annual evaluation of the intern.
 - (b) A description of the courses to be completed by the intern, if any, and a plan for the completion of preservice or other clinical training, if any, including student teaching.
 - (c) Additional instruction during the first semester of service, for interns teaching in kindergarten or grades 1 to 6 inclusive, in child development and teaching methods, and special education programs for pupils with mild and moderate disabilities.
 - (d) Instruction, during the first year of service, for interns teaching children in bilingual classes in the culture and methods of teaching bilingual children, and instruction in the etiology and methods of teaching children with mild and moderate disabilities.

(5) Supervision of Interns.

(a) In all internship programs, the participating institutions shall provide supervision of all interns.

(b) University Intern Programs only: No intern's salary may be reduced by more than 1/8 of its total to pay for supervision, and the salary of the intern shall not be less than the minimum base salary paid to a regularly certificated person. If the intern salary is reduced, no more than eight interns may be advised by one district support person. Reference: Education Code § 44462. Institutions will describe the procedures used in assigning supervisors and, where applicable, the system used to pay for supervision.

(6) Assignment and Authorization. To receive program approval, the participating institution authorizes the candidates in an internship program to assume the functions that are authorized by the regular standard credential. Reference: Education Code § 44454. The institution stipulates that the interns' services meet the instructional or service needs of the participating district(s). Reference: Education Code § 44458.

(7) Participating Districts. Participating districts are public school districts or county offices of education. Submissions for approval must identify the specific districts involved and the specific credential(s) involved. Reference: Education Code §§ 44321 and 44452.

(8) Early Program Completion Option. Each intern program must make available to candidates who qualify for the option the opportunity to choose an early program completion option, culminating in a five year preliminary teaching credential. This option must be made available to interns who meet the following requirements:

- (a) Pass a written assessment adopted by the commission that assesses knowledge of teaching foundations as well as all of the following:
 - Human development as it relates to teaching and learning aligned with the state content and performance standards for K-12 students
 - Techniques to address learning differences, including working with students with special needs
 - Techniques to address working with English learners to provide access to the curriculum
 - Reading instruction in accordance with state standards
 - Assessment of student progress based on the state content and performance standards
 - Classroom management techniques
 - Methods of teaching the subject fields
- (b) Pass the teaching performance assessment. This assessment may be taken only one time by an intern participating in the early completion option.
- (c) Pass the Reading Instruction Competence Assessment (RICA) (Multiple Subject Credential only).

- (d) Meet the requirements for teacher fitness.

An intern who chooses the early completion option but is not successful in passing the assessment may complete his or her full internship program. (Reference: Education Code § 44468).

- (9) **Length of Validity of the Intern Certificate.** Each intern certificate will be valid for a period of two years. However, a certificate may be valid for three years if the intern is participating in a program leading to the attainment of a specialist credential to teach students, or for four years if the intern is participating in a district intern program leading to the attainment of both a multiple subject or a single subject teaching credential and a specialist credential to teach students with mild/moderate disabilities. Reference: Education Code § 44325 (b).
- (10) **Non-Displacement of Certificated Employees.** The institution and participating districts must certify that interns do not displace certificated employees in participating districts.
- (11) **Justification of Internship Program.** When an institution submits a program for initial or continuing accreditation, the institution must explain why the internship is being implemented. Programs that are developed to meet employment shortages must include a statement from the participating district(s) about the availability of qualified certificated persons holding the credential. The exclusive representative of certificated employees in the credential area (when applicable) is encouraged to submit a written statement to the Committee on Accreditation agreeing or disagreeing with the justification that is submitted.
- (12) **Bilingual Language Proficiency.** Each intern who is authorized to teach in bilingual classrooms has passed the language proficiency subtest of the Commission-approved assessment program leading to the Bilingual Crosscultural Language and Academic Development Certificate. Reference: Education Code Section 44325 (c).

APPENDIX B

Support and Supervision Activities

Potential Support & Supervision Activities to be Provided by the District
Demonstration Lessons and/or Co-teaching activities with mentor
Classroom Observations and Coaching*
Content Specific Coaching (for example: math coaches, reading coaches, EL coaches*)
Grade Level or Department Meetings related to curriculum, planning, and/or instruction
New Teacher Orientation
Coaching (not evaluation) from Administrator
Co-planning with Special Educator or EL expert to address included special needs students and/or English learners*
Logistical help before and during school year (bulletin boards, seating arrangements, materials acquisition, parent conferences, etc.)
Review/discuss test results with colleagues (CELDT and standardized tests)*
Activities/workshops specifically addressing issues in the intern's classroom—co-attended by intern and mentor(s)
Intern Observations of other teachers and classrooms including observations of SDAIE/ELD lessons*
Support & Supervision Activities Provided through the University
Classroom Observations and Coaching*
Weekly Online Seminars (problem solving issues with students, curriculum, instruction, TPEs, etc.) including EL support*
Weekly Contact with Supervisors via email, phone (voice, text), and/or video conferencing
Intern Observations of other teachers and classrooms including observations of SDAIE/ELD lessons*

**May also be used towards the 45-hour EL Support & Supervision Requirement.*



TRADITIONAL CLINICAL PRACTICE AGREEMENT

Please check below all the applicable supervised practicum and/or fieldwork in which in your District will be participating with University of Massachusetts Global Visalia Campus.

TEACHER EDUCATION	<input checked="" type="checkbox"/>	SCHOOL PSYCHOLOGY	<input type="checkbox"/>
SCHOOL COUNSELING	<input type="checkbox"/>	EDUCATION ADMINISTRATION	<input type="checkbox"/>

THIS AGREEMENT is made and entered into by and between University of Massachusetts Global hereinafter called the "UNIVERSITY," and the Hanford Elementary School District, hereinafter called "FIELDWORK SITE."

I. RESPONSIBILITIES OF THE UNIVERSITY

- A. The UNIVERSITY will assure that the student shall have completed the necessary educational prerequisites, to be eligible for supervised fieldwork including proof of negative TB test current within one year of supervised fieldwork and issuance of certificate of clearance.
- B. The UNIVERSITY shall designate a faculty or staff member to coordinate, consult, and collaborate with the classroom teacher or district designee of the FIELDWORK SITE, the activities of each student assigned to FIELDWORK SITE and student fieldwork experience.
- C. The UNIVERSITY may provide monetary compensation for services rendered by the FIELDWORK SITE in an amount not to exceed the actual cost of the services rendered by the FIELDWORK SITE per Appendix A.

II. RESPONSIBILITIES OF THE FIELDWORK SITE

- A. The FIELDWORK SITE shall provide students with experiences with a student population that is diverse in terms of ethnicity, culture, language, socio-economics and/or special needs.
- B. The FIELDWORK SITE staff will promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or involving employees or agents of the FIELDWORK SITE, take prompt and effective remedial action when discrimination or harassment is found to have occurred, and promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating student.
- C. The FIELDWORK SITE staff will provide, upon request by any participating student, such reasonable accommodations at the FIELDWORK SITE as required by law in order to allow qualified disabled students to participate in the program.
- D. To provide for emergency health care of the student in case of accident at the expense of the student.

- E. To provide all participating students with a copy of the FIELDWORK SITE'S rules, regulations, policies, and procedures with which the students are expected to comply and notify the UNIVERSITY of any change in its personnel, operation, or policies which may affect the field education experience.
- F. Comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation, laws relating to the confidentiality of student records.
- G. The FIELDWORK SITE staff shall comply with APPENDIX B regarding the FIELDWORK SITE'S supervision of UNIVERSITY students.

III. THE PARTIES MUTUALLY AGREE

- A. The FIELDWORK SITE shall provide field experiences in such schools or classes of the FIELDWORK SITE and under the direct supervision and instruction of such employees of the FIELDWORK SITE, as specified by the duly authorized representatives of the FIELDWORK SITE and the UNIVERSITY.
- B. The FIELDWORK SITE may, for good cause, refuse to accept for field experiences, or terminate the field experience assignment of any student of the UNIVERSITY assigned to the FIELDWORK SITE in writing. Prior to removal of a student, the FIELDWORK SITE shall consult with the UNIVERSITY about its concerns and proposed course of action. The UNIVERSITY may terminate the field experience assignment or student teaching assignment of any student of the UNIVERSITY at the FIELDWORK SITE at any time, and may do so if the FIELDWORK SITE so requests in writing with a statement of reasons why the FIELDWORK SITE desires to have the student withdrawn.
- C. Neither party shall discriminate in the assignment of students on the basis of race, color, disability, sex, religion, national origin, ancestry, sexual orientation, or any other basis prohibited by law.
- D. The UNIVERSITY agrees to indemnify, hold harmless, and defend the FIELDWORK SITE, its agents, and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the FIELDWORK SITE because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the UNIVERSITY, its agents, employees, or students.
- E. The FIELDWORK SITE agrees to indemnify, hold harmless, and at the UNIVERSITY'S request, defend the UNIVERSITY, its agencies and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the UNIVERSITY because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement, and due or claimed to be due to the negligence of the FIELDWORK SITE, its agents, or employees.
- F. The parties agree that the students are considered learners who are fulfilling specific requirements for field experiences as part of a degree and/or credential requirement. Therefore, regardless of the nature or extent of the acts performed by them, students are not to be considered employees or agents of either the UNIVERSITY or the FIELDWORK SITE for any purpose including Workers' Compensation or any other employee benefit programs. The students shall not be entitled to any monetary remuneration for services performed by them in the course of their training.
- G. The parties mutually agree each shall provide and maintain commercial general liability insurance or self-insurance acceptable to both parties in the minimum amounts of \$1,000,000 per occurrence, \$3,000,000 general aggregate and upon request shall furnish proof thereof in the

form of a certificate of insurance within 30 days of the effective date of this Agreement. Each Certificate of Insurance shall specify that should any above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

- H. Both parties acknowledge they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.
- I. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- J. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

FIELDWORK SITE CONTACT INFORMATION:

Hanford Elementary School District
714 N. White St.
Hanford, CA 93230
Attn: Alice Garcia
Phone: 559 585-3600

UNIVERSITY CONTACT INFORMATION:

University of Massachusetts Global
16355 Laguna Canyon Road
Irvine, CA 92618
Attn: School of Education, Dean
Fax: (800) 775-0128

- K. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- L. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.
- M. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.
- N. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.

IV. TERM AND TERMINATION OF AGREEMENT

- A. THE TERM of this Agreement shall be effective 09/01/2022 and shall continue in full force and

effect through 09/01/2025. This Agreement may be renewed for one (1) additional term of the contract by mutual written consent of the parties.

- B. THIS AGREEMENT may be terminated by either the UNIVERSITY or the FIELDWORK SITE with or without cause upon thirty (30) days written notice provided that (subject to the other terms of this Agreement) all students performing fieldwork at the time of notice of termination are given the opportunity to complete their fieldwork at the Fieldwork Site.

SIGNATURES:

FIELDWORK SITE: Signature: _____
 Name: _____
 Title: _____
 Date: _____

UNIVERSITY: Signature: _____
 Name: Phillip L. Doolittle
 Title: Executive Vice Chancellor of Finance and
 Administration and Chief Financial Officer
 Date: _____

Appendix A
Payment for Cooperating Teachers for Teacher Education Fieldwork Only

I. SPECIAL PROVISIONS – RATES and PAYMENTS

- (a) \$ 200 Cooperating Teacher stipend per eight (8) week session of full-time student teaching consisting of three to six (3-6) units for Multiple and Single Subject Credential candidates.
- (b) \$ 200 Cooperating Teacher stipend per eight (8) week session of full-time student teaching consisting of three to six (3-6) units for Education Specialist Instruction Credential (Special Education) candidates.

METHOD OF PAYMENT: Stipend is to be paid directly to the Cooperating Teacher.

In the event the assignment of a UNIVERSITY student is terminated by the UNIVERSITY and/or the FIELDWORK SITE for any reason after the student has been in student teaching and has been at the assignment for a minimum of two weeks, COOPERATING TEACHER shall receive payment for one assignment on account of each student as though there had been no termination of the assignment. Said payment is to exceed no more than six (6) units per session of terminated assignment. In the event the field experience of a UNIVERSITY student is terminated by the UNIVERSITY and/or the COOPERATING TEACHER for any reason after the student has been in the field experience for a minimum of two weeks, COOPERATING TEACHER shall receive payment for one assignment on account of each student as though there had been no termination of the assignment.

Within thirty (30) days following the close of each session or academic session of the UNIVERSITY, the COOPERATING TEACHER shall submit an invoice and I-9 form as provided and signed to them by the UNIVERSITY, to the UNIVERSITY for payment at the rate provided therein for all field experiences provided by the FIELDWORK SITE under and in accordance with this agreement during said session. This process may be altered according to individual districts procedures as to the manner in which the invoicing will proceed so long as the parties mutually agree to such alteration in advance.

Appendix B

Specific Supervision Requirements for Each Program

Teacher Education Fieldwork:

- A. "Field Experience" as used herein and elsewhere in this agreement means active participation in the duties and function of classroom under the direct supervision and instruction of employees of the FIELDWORK SITE who hold valid clear teaching credentials issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the field experience is provided, and have completed a minimum of three years successful teaching experience. "Student Teaching" is used herein and elsewhere in this agreement means participation in the duties and function of classroom teaching under the direct supervision and instruction of employees of the FIELDWORK SITE who hold valid, teaching credentials issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the student teaching experience is provided, and have completed a minimum of three years successful teaching experience.
- B. The UNIVERSITY'S Teacher Education Policy provides that student teachers without emergency or substitute permits may not be asked by the school districts to serve and be paid for substitute teaching as, under California law, student teachers are not certificated personnel and as they require full-time supervision. Those holding substitute or emergency permits may substitute for their Cooperating Teacher only (a maximum of four (4) days only): when s/he is ill; when it is determined by the principal that this is in the best interest of the students in the classroom as well as the candidate; after the first four weeks of the first assignment; and/or when the candidate is paid.
- C. "Session of Student Teaching," for Multiple Subject and Single Subject Credential candidates as used herein and elsewhere in this agreement is considered to be a full day of student teaching daily for five (5) days a week for a minimum of eight (8) weeks for elementary credential candidates (for this, the elementary credential candidate receives three to six (3-6) session units of practice teaching credit), and three periods a day for five (5) days a week for a minimum of eight (8) weeks for secondary credential candidates (for this, the secondary credential candidate receives three to six (3-6) session units of practice teaching credit).
- D. "Session of Student Teaching," for Education Specialist Instruction Credential (Special Education) candidates as used herein and elsewhere in this agreement is considered to be a full day of student teaching daily for five (5) days a week for a minimum of eight (8) weeks for elementary credential candidates (for this, the elementary credential candidate receives three to six (3-6) session units of practice teaching credit), and three periods a day for five (5) days a week for a minimum of eight (8) weeks for secondary credential candidates (for this, the secondary credential candidate receives three to six (3-6) session units of practice teaching credit).
- E. An assignment of a Multiple Subject and Single Subject Credential candidate of the UNIVERSITY to student teaching in classes of schools of the FIELDWORK SITE shall be for a two eight (8) week session as mutually agreed between the UNIVERSITY and FIELDWORK SITE.
- F. An assignment of an Education Specialist Instruction Credential (Special Education) candidate of the UNIVERSITY to student teaching in classes of schools of the FIELDWORK SITE shall be for a single eight (8) week session as mutually agreed between the UNIVERSITY and FIELDWORK SITE.
- G. The assignment of a UNIVERSITY student to field experiences and student teaching at FIELDWORK SITE shall be deemed to be effective for the purposes of this agreement as of the date the student presents to the proper FIELDWORK SITE officials the assignment papers or

other documents provided by the UNIVERSITY effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

- H. School Site-employed supervisors for multiple and single subject candidates must complete an orientation to the program's expectations to be knowledgeable regarding program curriculum and assessments, including the TPEs and the California Teaching Performance Assessment (CAL TPA). School Site employed supervisors are required to complete a minimum of 10 hours of initial orientation provided through University of Massachusetts Global on the program curriculum, effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices, program curriculum and assessments, including the TPEs and the CAL TPA. The program ensures that district employed supervisors remain current in the knowledge and skills for candidate supervision and program expectations. Eight hours of the ten-hour orientation may be met via experience and professional development pertaining to cognitive coaching, adult learning theory, instructional practices, and inclusion. Two hours of the ten-hour orientation are specific to University of Massachusetts Global and take place via the shared candidate supervision process.
- I. School Site with Student Teachers must have a fully qualified administrator.
- J. University may request use of video capture (GoReact) for candidate reflection and CAL TPA completion to reflect to the extent possible Student Teacher's knowledge, skills, and abilities to instruct TK-12 students while meeting state-adopted academic standards for their program. School Site shall inform Credential Student Teachers of video recording policies in place for the CAL TPA video capture requirement. If the site does not have a video request form or permission slip a generic form is available to the candidate via the CTC webpage.
- K. The UNIVERSITY shall complete formal observations and/or evaluations of the student approximately every 3 weeks regarding his/her performance at the FIELDWORK SITE. This may be conducted in person or via secure video (GoReact).

School Counseling Fieldwork:

- A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school counselor with at least two years of professional experience.
- B. The program assigns qualified supervisors and provides training based on the program's design.

Qualifications for supervisors must include, but are not limited to:

- a. Possession of a PPS School Counselor credential and a minimum of two years PPS experience as appropriate to the candidate's fieldwork setting.
- b. The University will provide materials for supervisors on training in models of supervision, the SCPEs, and program fieldwork requirements share responsibility for the quality of field experience, design of field experiences, quality of clinical progress, and assessment and verification of candidate competence.

Candidates are required to:

- c. Complete a minimum of eight hundred (800) clock hours in two of three school levels such as elementary, middle, high school with a minimum of two hundred (200) clock hours within each level. Two hundred (200) hours of the eight hundred (800) clock hours may be completed in other areas related to schools and/or counseling, such as field work hours needed for a Child Welfare and Attendance (CWA) authorization.
- d. Meet with their supervisor for one (1) hour of individual or one-and-one-half (1.5) hours of small group (limit 8 candidates per group) supervision per week. 600 clock hours are required in a public Pre-K-12 school, must be supervised by a professional who holds a valid PPS credential and is always also accessible to the candidate while the candidate is accruing fieldwork hours.

C. University Supervision Requirements include:

- e. One-and-one-half (1.5) hours per week of group supervision provided on a regular schedule throughout the field experience, usually performed by a program faculty member.
 - f. The program provides preparation and continuing education for field experience supervisors on program requirements, models of supervision, and the SCPEs, in collaboration with site supervisors. Site Supervisors share responsibility for the quality of field experience, design of field experiences, quality of clinical progress, and assessment and verification of candidate competence.
- D. Provide opportunities for students to gain a broad range of experiences, including experiences in:
- a. Personal and career assessments
 - b. Personal counseling experience in either an individual or group context
 - c. Experience in School-based programs serving parents and family members
 - d. Observing classroom instruction
 - e. Attending district and school-based meetings
 - f. Mapping school-based community resources
 - g. The candidate is to perform, under supervision, the functions of school counselors in school counseling domains.
 - h. Participating in professional development activities.
 - i. Participating in individual or group supervision.
 - j. Learning about and using technology and information systems.
 - k. Learning about Individual differences and student diversity.
- E. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including, (a) elementary, middle school or junior high, and (b) high school.
- F. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school counselor who has at least two years' experience in school counseling to serve as the primary supervisor. The candidate may also work with other experienced school counselors for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two candidates.
- G. The FIELDWORK SITE shall ensure that the candidate receives an average of one hour of individual or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- H. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.
- I. The FIELDWORK SITE shall ensure that the candidate will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the candidate is encouraged to participate in

district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

Specific Supervision Requirements School Psychology Fieldwork:

There are two required levels of field based activities. The first level, practicum, consists of a series of supervised experiences that occur prior to the culminating field experience or internship, and is conducted in field-based settings. The practicum provides for the application of pedagogical knowledge, skills and abilities as identified in the SPPEs.

A minimum of 450 clock hours of practicum is required according to the following standards and guidelines:

1. A minimum of three hundred (300) clock hours in a preschool to grade 12 school setting providing direct and indirect pupil services.
 2. Up to 150 hours of experience may be offered through on-campus agencies (for example, child study center, psychology clinic, relevant educational research or evaluation activities), or community agencies (for example, private schools, community mental health centers).
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- J. Provide an average of two (2) hours of individual or small group supervision per week from an experienced school psychologist.
 - K. Assigned practicum supervisors must meet the following qualifications for practicum/fieldwork supervisors must include but are not limited to:
 - Minimum of 3 years of experience as professional in the field
 - Possession of a PPS School Psychology Credential
 - Knowledge of context and content appropriate to the practicum experience. A field-based professional holding a current and valid credential authorizing service as a school psychologist provides direct culminating fieldwork or internship supervision.
 - L. Provide experiences with a diverse student population.
 - M. Provide experiences with a variety of educational programs.
 - N. A minimum of twelve hundred (1,200) clock hours of field experience is required as part of the culminating fieldwork or internship according to the following guidelines:
 - i. The culminating field experience or internship is typically completed within one (1) academic year but shall be completed within no more than two (2) consecutive academic years.
 - ii. The culminating field experience or internship must include a minimum of one thousand (1000) clock hours in a preschool –grade 12 school setting providing direct and indirect services to pupils.
 - iii. Up to two hundred (200) hours of field experience may be acquired in other settings such as (a) private, state-approved educational programs; (b) other appropriate mental health-related program settings involved in the education of pupils; (c) relevant educational research or evaluation activities. Supervision and principal responsibility for the field experience in other settings is the responsibility of the off-campus agency.
 - iv. A written plan for the culminating field (or intern) experience is prepared and agreed upon by representatives of the local educational agency, the field (or intern) supervisor(s), and program supervisory staff. The field experience plan is completed early in the field experience and is periodically reviewed and revised by the University Supervisor along with input from the site supervisor. The plan identifies the field experience objectives, describes appropriate experiences for the achievement of the objectives across settings, and outlines the evaluation plan for determining the achievement of each objective. The plan also delineates the responsibilities of both the university and the local supervisory personnel.

- O. Provide opportunities for candidates to gain a broad range of experiences, including experiences in:
 - a. Data based decision making: Assessing and reevaluating individual pupils and their programs.
 - b. Collaboration and consultation with school personnel and participation on interdisciplinary teams.
 - c. Developing, implementing and evaluating academic and behavioral interventions.
 - d. Providing counseling and other mental health interventions.
 - e. Home, school, community collaboration: working with parents and community members.
 - f. Learning about, helping develop, or evaluating policy, practices and programs.
 - g. Participating in professional development activities.
 - h. Participating in individual or group supervision.
 - i. Learning about and using technology and information systems.
- P. Learning about Individual differences and student diversity.
- Q. The University will provide materials for supervisors on training in models of supervision, the SPPEs, and program fieldwork requirements share responsibility for the quality of field experience, design of field experiences, quality of clinical progress, and assessment and verification of candidate competence.
- R. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including (a) preschool, (b) elementary, (c) middle school or junior high, and (d) high school.
- S. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school psychologist who has at least three years' experience in School Psychology to serve as the primary supervisor. The student may also work with other experienced school psychologists for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
- T. The FIELDWORK SITE shall ensure that the student receives an average of two hour of individual or two hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- U. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluations of the student's performance near the end of each university session.
- V. The FIELDWORK SITE shall ensure that the candidate will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the candidate is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

School Administration:

- A. The FIELDWORK SITE shall provide student with individual and/or small group supervision from an experienced school administrator.
- B. The FIELDWORK SITE shall ensure that the student receives an average of one hour of

individual and/or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.

- C. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.
- D. The FIELDWORK Site shall support the Administration of the California Administrator Performance Assessment (CalAPA) Video.
 - a. For purposes of implementing any video requirement, candidates must be able to record interactions with faculty, staff, and PK-12 students.
 - b. The program assures that each school or district where the candidate is completing fieldwork has a media release for all who are videotaped on file.
 - c. The program requires candidates to affirm that the candidate has followed all applicable video policies for any CalAPA task requiring a video, and maintains records of this affirmation for a full Accreditation cycle
- E. The FIELDWORK Site shall provide a range of activities in educational settings. The settings must:
 - a. support the candidate's ability to complete the CalAPA;
 - b. demonstrate commitment to collaborative student-centered practices and continuous program improvement.
 - c. have partnerships with appropriate other educational, social, and community entities that support teaching and learning for all students;
 - d. create a learning culture that supports all students;
 - e. understand and reflect socioeconomic and cultural diversity;
 - f. support the candidate to access data, work with other educators, and observe teaching practice; and
 - g. permit video capture, where designated, for candidate reflection and CalAPA task completion.