

Hanford Elementary School District

REGULAR BOARD MEETING AGENDA

Wednesday, March 11, 2026

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 #26-04 Washington

- **Personnel** (*Pursuant to Government Code Sections 54957, 54957.6, and/or Education Code provisions, Trustees will adjourn to Closed Session to discuss the items listed below. The items to be discussed shall be announced in accordance with Government Code Section 54954.5.*)
 - Public Employee Discipline/Dismissal/Release (GC 54957) – Classified
 - Employee #65575
 - Public Employee Performance Evaluation (GC 54957) – Superintendent
- **Conference with Legal Counsel** – Existing Litigation (*Gov. Code, § 54956.9, sub. (d)(1)*)
 - Name of case: Merlos v. Hanford ESD | #610464

OPEN SESSION

6:00 p.m.

Take action on closed session items

1. PRESENTATIONS, REPORTS AND COMMUNICATIONS

(In order to ensure 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) 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 February 18, 2026; February 20, 2026; and February 27, 2026

- *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's Office at least 48 hours prior to the meeting.*

- b) Approve minutes of the Regular Board Meeting held on February 25, 2026
- c) Approve interdistrict transfers as recommended
- d) Approve donation(s):
 - \$1,286.02 from Washington Parent Teacher Club

3. INFORMATION ITEMS

- a) Receive for information the HESD Parent Survey (*Heugly*)
- b) Receive for information the Tulare County Superintendent of Schools Migrant Education Program, Region VIII – Study Trip (*Baldwin*)
- c) Receive for information revised Board Policy 3470 – Debt Issuance and Management (*Endo*)
- d) Receive for information revised Administrative Regulation 6159.4 – Behavioral Interventions for Special Education Students (*Sanchez-Leal*)
- e) Receive for information revised Administrative Regulation 5131.41 – Use of Seclusion and Restraint (*Sanchez-Leal*)
- f) Receive for information revised Administrative Regulation 3311.3 – Design Build Contracts (*Pierotte*)
- g) Receive for information revised Board Policy 7131 – Regulations with Local Agencies (*Pierotte*)
- h) Receive for information revised Administrative Regulation 3516.1 – Fire Drills and Fires (*Pierotte*)

4. BOARD POLICIES AND ADMINISTRATION

- a) Consider approval of the Hanford Elementary School District Arts, Music, Discretionary Block Grant expenditure plan (*Heugly*)
- b) Consider ratifying the Forensic Analytical Consulting Services – Monroe Elementary School (*Pierotte*)
- c) Consider approval of revised Administrative Regulation 3542 – School Bus Drivers (*Pierotte*)
- d) Consider approval of the revised Board Policy and Administrative Regulation 5020 – Parent Rights and Responsibilities (*Heugly*)

5. PERSONNEL (Martinez)

a) Employment

Classified

- Grace Herman, Special Education Aide – 5.0 hrs., Roosevelt, effective 2/23/26
- Emma Semas, Yard Supervisor – 2.5 hrs., Monroe, effective 2/2/26

Temporary Employees/Substitutes

- Ashley Carvajal, Substitute Yard Supervisor, effective 2/19/26
- Ashley Desales, Substitute Yard Supervisor, effective 3/2/26
- Jazlyn Mireles, Substitute Yard Supervisor, effective 2/20/26

Temporary Out of Class Assignment

- Gladys Aldaco Parada, from READY Program Tutor – 4.5 hrs., King, to
- Library/Media Technician – 8.0 hrs., Lincoln, effective 2/10/26-2/27/26
- Stephanie Rubio, from Bilingual Clerk Typist II – 8.0 hrs., Simas, to School
- Operations Officer – 8.0 hrs., Simas, effective 2/17/26-5/13/26

Short Term Classified

- Destiny Jimenez, Short-, READY Program Tutor – 4.5 hrs., Simas, effective 2/3/26

b) Resignations

Certificated

- Victor Castrejon, Teacher, Lincoln, effective 6/5/26
- Madison Garcia, Teacher, Richmond, effective 6/5/26
- Lacie Horsting, Teacher, Roosevelt, effective 6/5/26

c) Volunteers

<u>Name</u>	<u>School</u>
Erika Ramos	Hamilton
Crystal Trevino	Hamilton
Dayanna Ortega	Lincoln
Isabella Avila	Monroe
Kathleen Boyle	Monroe
Harkiran Saran	Monroe
Caitlyn Smith	Monroe
Abbey Soto (HESD EE)	Monroe
Teresa Soto	Richmond
Rayshaun Barnes	Roosevelt
Gabriela Campana	Simas
Anthony Cardenas	Washington
Mia Alvarez	Wilson

6. FINANCIAL (*Endo*)

- a) Consider approval of the Classroom Lease Agreement with the Kings County Office of Education
- b) Consider approval of the Classroom Utilities Agreement with the Kings County Office of Education
- c) Consider approval of proposal from K12 Partners and Modus Design Studio, Inc.
- d) Consider approval of a savings audit agreement for the Lincoln Modernization

ADJOURN MEETING

HANFORD ELEMENTARY SCHOOL DISTRICT
AGENDA REQUEST FORM

TO: Joy Gabler
FROM: Jay Strickland
DATE: February 26, 2026

For: Board Meeting
 Superintendent's Cabinet
 Information
 Action

Date you wish to have your item considered: March 11, 2026

ITEM: Administrative Panel Recommendations

PURPOSE:
Case#26-04 Washington

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 03/02/2026

FOR: Board Meeting
 Superintendent's Cabinet

FOR: Information
 Action

Date you wish to have your item considered: 03/11/2026

ITEM:

Consider approval of warrants.

PURPOSE:

The administration is requesting the approval of the warrants as listed on the registers dated: 02/18/2026, 02/20/2026 and 02/27/2026.

FISCAL IMPACT:

See attached.

RECOMMENDATIONS:

Approve the warrants.

**Warrant Register For Warrants
Dated 02/18/2026**

Warrant Number	Vendor Number	Vendor Name	Amount
12800817	8514	DJ RICKY YANEZ – Other Services	\$435.00
12800818	7384	LA ESQUINITA MI PUEBLO TAQUERIA #2 – Other Services	\$1,800.00
Total Amount of All Warrants:			\$2,235.00

Warrant Register For Warrants Dated 02/20/2026

Warrant Number	Vendor Number	Vendor Name	Amount
12800912	2	A-Z BUS SALES INC – Materials/Supplies	\$997.71
12800913	8180	AIRGAS INC. – Materials/Supplies	\$346.01
12800914	6431	AMAZON.COM – Materials/Supplies, Other Services	\$4,869.03
12800915	8311	CYDNE ANDERSON – Reimburse-Materials/Supplies	\$195.00
12800916	6253	AT&T – Telephone Communications	\$3,170.90
12800917	5560	CALIFORNIA ACADEMY OF SCIENCES – Lincoln Study Trip	\$829.40
12800918	3937	CALIFORNIA IT IN EDUCATION – Membership Dues	\$120.00
12800919	303	CHAFFEE ZOO – Jefferson Field Trip	\$690.00
12800920	8521	CLAY CAFÉ – Other Services	\$1,716.23
12800921	8757	DEEP SPACE SPARKLE INC. – Other Services	\$2,639.70
12800922	416	DEMCO INC. – Materials/Supplies	\$431.70
12800923	8692	EMCOR SERVICE MESA ENERGY – Services/Repair	\$19,294.00
12800924	8691	GALAXY TULARE LP – Roosevelt Field Trip	\$220.00
12800925	5590	PRISCILLA GARIVAY – Reimburse-Materials/Supplies	\$200.00
12800926	1393	GAS COMPANY – Utilities	\$2,627.12
12800927	599	GOPHER SPORT – Materials/Supplies	\$2,429.54
12800928	3253	CORI GRIFFIN – Reimburse-Materials/Supplies	\$200.00
12800929	1931	KCSBA – Membership Dues	\$250.00
12800930	796	KINGS COUNTY OFFICE OF ED – Travel/Conference	\$696.71
12800931	2910	KINGS DANCE CENTER – Other Services	\$5,000.00
12800932	808	KINGS WASTE & RECYCLING – Utilities	\$678.25
12800933	5768	MCGEE PRODUCTIONS – Other Services	\$500.00
12800934	3689	PIONEER VALLEY ED. PRESS – Books	\$9,528.16
12800935	6035	PROJECT SURVIVAL CAT HAVEN – Hamilton Study Trip	\$706.00
12800936	1253	ROBINSON'S INTERIORS INC. – Services/Repair	\$125.00
12800937	1303	SAVE MART SUPERMARKETS – Food Services-Food	\$127.98
12800938	8148	CAITLYN SCHULTZE – Reimburse-Materials/Supplies	\$200.00
12800939	1801	SMART & FINAL STORES (HFD KIT) – Food Services-Food	\$35.21
12800940	1392	SOUTHERN CALIFORNIA EDISON CO. – Utilities	\$16,254.72
12800941	8734	TREVIPAY – Materials/Supplies	\$197.78
12800942	8127	UPPER EDGE TECHNOLOGIES INC – Materials/Supplies	\$4,997.50
12800943	4522	US AIR CONDITIONING DIST INC. – Materials/Supplies	\$1,775.25
12800944	8245	VALLEY PAINT & SUPPLY LLC – Materials/Supplies	\$84.98
12800945	8770	BRIANNA VONBARGEN – Reimburse-Other Services	\$39.00
12800946	8772	BENJAMIN WICKENDEN – Reimburse-Materials/Supplies	\$200.00

Total Amount of All Warrants:

\$82,372.88

**Credit Card Register For Payments
Dated 02/20/2026**

Document Number	Vendor Number	Vendor Name	Amount
14043467	1466	TERMINIX COMMERCIAL – Services	\$560.88
Total Amount of All Credit Card Payments:			\$560 . 88

Warrant Register For Warrants Dated 02/27/2026

Warrant Number	Vendor Number	Vendor Name	Amount
12801687	6650	MONICA ALBERT – Reimburse-Materials/Supplies	\$200.00
12801688	6431	AMAZON.COM – Materials/Supplies	\$6,510.19
12801689	73	APPLE INC. – Materials/Supplies	\$2,723.96
12801690	6253	AT&T – Telephone Communications	\$124.28
12801691	3947	ATKINSON ANDELSON LOYA RUUD & ROMO – Other Services	\$6,924.77
12801692	1690	BATTERY SYSTEMS – Materials/Supplies	\$507.42
12801693	8568	BRENDA BELTRAN – Reimburse-Materials/Supplies	\$200.00
12801694	7399	BIMBO BAKERIES USA – Food Services-Food	\$903.50
12801695	6658	BRICKS4KIDZ – Other Services	\$630.00
12801696	7250	LUCY BRIENO – Reimburse-Materials/Supplies	\$200.00
12801697	4839	CA DEPT OF EDUCATION – Materials/Supplies	\$310.00
12801698	5651	CALIFORNIA JUMPING OF FRESNO – Other Services	\$774.20
12801699	236	STATE OF CALIFORNIA – Other Services	\$1,099.00
12801700	8774	MONIQUE CANTU – Advance-Travel/Conference, Mileage	\$548.49
12801701	6954	MARINA CERVANTEZ – Reimburse-Materials/Supplies	\$200.00
12801702	303	CHAFFEE ZOO – Hamilton Study Trip	\$724.50
12801703	304	NICK CHAMPI ENTERPRISES INC. – Materials/Supplies	\$178.50
12801704	8778	FRANCINE CRUZ – Reimburse-Other Services	\$39.00
12801705	5846	CINDY CUIEL – Reimburse-Materials/Supplies	\$200.00
12801706	4815	DIGITECH INTEGRATIONS INC – Services/Repair	\$699.57
12801707	7397	JACOB DONABEDIAN – Reimburse-Materials/Supplies	\$9.99
12801708	8755	EAGER STUDIOS – Other Services	\$7,500.00
12801709	6725	DARRYN ELLIOTT – Reimburse-Materials/Supplies	\$200.00
12801710	8360	KARINA ESCOBEDO – Reimburse-Materials/Supplies	\$200.00
12801711	2915	ROSE MARY FLORES – Reimburse-Materials/Supplies	\$200.00
12801712	6851	JENNIFER FOSSETT – Reimburse-Materials/Supplies	\$200.00
12801713	2141	FRESNO COUNTY OFFICE OF ED – Travel/Conference	\$700.00
12801714	7965	JEANNIE FROMME – Reimburse-Materials/Supplies	\$200.00
12801715	7699	EVELYN GALVAN – Reimburse-Materials/Supplies	\$64.89
12801716	3862	SHELLY GARRETT – Reimburse-Materials/Supplies	\$200.00
12801717	4225	KAYE GARRISON – Reimburse-Materials/Supplies	\$196.50
12801718	1393	GAS COMPANY – Utilities	\$3,992.34
12801719	591	GOLD STAR FOODS – Food Services-Food	\$33,514.11
12801720	2544	EVA GONZALEZ – Reimburse-Materials/Supplies	\$150.63
12801721	1458	JULIAN GONZALEZ – Reimburse-Materials/Supplies	\$199.60
12801722	8153	JEWELIE HANEY – Reimburse-Materials/Supplies	\$185.33
12801723	6697	JENNIFER HIATT – Reimburse-Materials/Supplies	\$200.00
12801724	8002	ALISA HOUT – Advance-Travel/Conference	\$212.00
12801725	5882	LINDSAY HOWELL – Reimburse-Materials/Supplies	\$65.30
12801726	5052	IMAGINE U CHILDRENS MUSEUM – Roosevelt Study Trip	\$900.00
12801727	5052	IMAGINE U CHILDRENS MUSEUM – Hamilton Study Trip	\$630.00
12801728	8257	IMPERIAL BAG & PAPER CO LLC – Food Services-Food	\$5,309.67
12801729	8084	INDUSTRIAL CASTER & WHEEL CO – Food Services-Materials/Supplies	\$156.37
12801730	7881	INNOVED – Monroe Study Trip	\$6,063.75
12801731	7121	BAILEY JEFFUS – Reimburse-Materials/Supplies	\$200.00
12801732	764	RICHARD JOHNSTON – Reimburse-Materials/Supplies	\$121.63
12801733	6493	KELLIE JONES – Reimburse-Materials/Supplies	\$197.74
12801734	8748	JV MYKA PUBLISHING COMPANY LLC – Textbooks	\$735.95

Warrant Register For Warrants Dated 02/27/2026

Warrant Number	Vendor Number	Vendor Name	Amount
12801735	7867	KRISTY KAIRIS – Reimburse-Materials/Supplies	\$193.97
12801736	3760	KINGS COUNTY AIR – Materials/Supplies	\$272.00
12801737	3962	KINGS COUNTY GLASS – Services/Repair	\$245.00
12801738	796	KINGS COUNTY OFFICE OF ED – Other Services	\$385.50
12801739	3782	KINGS COUNTY SPORTS OFFICIALS – Other Services	\$5,610.00
12801740	806	KINGS COUNTY TROPHY – Materials/Supplies	\$510.94
12801741	7677	EMILY LASTIRI – Reimburse-Materials/Supplies	\$190.00
12801742	7553	MARIA LAWSON – Reimburse-Materials/Supplies	\$200.00
12801743	5647	DIANA LUGO – Advance-Travel/Conference	\$212.00
12801744	8758	MASCOT JUNCTION INC. – Materials/Supplies	\$870.89
12801745	5768	MCGEE PRODUCTIONS – Other Services	\$1,000.00
12801746	2545	JEANETTA MINOR – Reimburse-Materials/Supplies	\$200.00
12801747	994	MOBILE MODULAR MGMT. CORP. – Services/Repair	\$1,440.00
12801748	8422	MUSIC THEATRE INTERNATIONAL – Materials/Supplies, Other Services	\$590.00
12801749	6018	NAfME – Membership Dues	\$160.00
12801750	8145	MAYRA NARANJO – Reimburse-Materials/Supplies	\$200.00
12801751	4188	CHAD NIELSEN – Reimburse-Materials/Supplies	\$61.14
12801752	8775	MARCILINA OCAMPO – Advance-Travel/Conference	\$212.00
12801753	6080	NEYDA ORTIZ – Reimburse-Materials/Supplies	\$100.20
12801754	3407	STEPHANIE PARKS – Reimburse-Materials/Supplies	\$200.00
12801755	8717	PARTS TOWN LLC – Food Services-Materials/Supplies	\$162.05
12801756	1116	TRINIDAD PEREZ – Reimburse-Materials/Supplies	\$200.00
12801757	4118	KERRY PIEROTTE – Reimburse-Materials/Supplies	\$188.75
12801758	4686	JOHN PORRAS – Reimburse-Materials/Supplies	\$200.00
12801759	5432	SARAH PRINCETTA – Reimburse-Materials/Supplies	\$200.00
12801760	1168	PRODUCERS DAIRY PRODUCTS – Food Services-Food	\$12,861.51
12801761	7580	PRUDENTIAL OVERALL SUPPLY – Food Services-Other Services	\$287.06
12801762	7869	ALICIA RAMIREZ – Reimburse-Materials/Supplies	\$200.00
12801763	8779	ERIKA RAMOS – Reimburse-Other Services	\$39.00
12801764	2956	JACQUELINE A. RAVEN – Reimburse-Materials/Supplies	\$200.00
12801765	6747	CARIN RAY – Reimburse-Materials/Supplies	\$196.71
12801766	4827	RAYMOND GEDDES & CO. INC. – Materials/Supplies	\$272.73
12801767	6499	VERONICA REYNOSO – Reimburse-Materials/Supplies	\$200.00
12801768	7862	JAIMIE RICHMOND – Reimburse-Materials/Supplies	\$90.81
12801769	1253	ROBINSON'S INTERIORS INC. – Services/Repair	\$250.00
12801770	6450	MARIAH ROMERO – Reimburse-Materials/Supplies	\$200.00
12801771	6028	MARIA ROSALES – Reimburse-Materials/Supplies	\$198.82
12801772	8781	SEBASTIAN SANTILLAN SANTOS – Reimburse-Materials/Supplies	\$200.00
12801773	2985	ELIZABETH SASSELLI – Reimburse-Materials/Supplies	\$58.15
12801774	1303	SAVE MART SUPERMARKETS – Food Services-Food	\$941.67
12801775	7442	SCHOOLSIN – Materials/Supplies	\$2,293.45
12801776	4748	TARYN SCHRECKENGOST – Reimburse-Materials/Supplies	\$200.00
12801777	7979	SENSORY ROCK LLC – Study Trips	\$3,400.00
12801778	7337	JAMEE SERRATO – Reimburse-Materials/Supplies	\$114.39
12801779	8780	SARAH SIMAS – Reimburse-Materials/Supplies	\$180.14
12801780	8095	SKYLINE BUS CHARTER LLC – Other Services	\$17,200.00
12801781	1801	SMART & FINAL STORES (HFD KIT) – Food Services-Food	\$349.83
12801782	2006	JOHN SNYDER – Reimburse-Materials/Supplies	\$188.21

**Warrant Register For Warrants
Dated 02/27/2026**

Warrant Number	Vendor Number	Vendor Name	Amount
12801783	1444	SYSCO FOODSERVICES OF MODESTO – Food Services-Food	\$42,457.10
12801784	6744	OSCAR TAFOLLA – Reimburse-Materials/Supplies	\$200.00
12801785	8777	ALFONSO TAFOYA – Reimburse-Other Services	\$39.00
12801786	7872	EMILY THOMPSON – Reimburse-Materials/Supplies	\$109.00
12801787	2138	THE TREE HOUSE – Warehouse Inventory	\$4,164.92
12801788	8734	TREVIPAY – Materials/Supplies	\$1,327.36
12801789	1558	VERIZON WIRELESS – Telephone Communications	\$1,472.46
12801790	8776	JASMINE VIDAL – Advance-Travel/Conference	\$212.00

Total Amount of All Warrants:

\$190,111.94

**Credit Card Register For Payments
Dated 02/27/2026**

Document Number	Vendor Number	Vendor Name	Amount
14043490	7836	FOLLETT CONTENT SOLUTIONS LLC – Books	\$213.19
14043491	1111	J W PEPPER & SON INC – Books	\$47.63
14043492	831	LAKESHORE LEARNING MATERIALS – Materials/Supplies	\$11,421.72
14043493	1121	PERMA-BOUND – Books	\$3,205.10
Total Amount of All Credit Card Payments:			\$14,887.64

Hanford Elementary School District
Minutes of the Regular Board Meeting
February 25, 2026

The Regular Board Meeting of the Hanford Elementary School District Board of Trustees was held on February 25, 2026, in the District Office Board Room, 714 N. White Street, Hanford, California.

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

HESD Managers Present Joy C. Gabler, Superintendent, and the following administrators were present: Kristina Baldwin, Kelly Bekedam, David Endo, Amy Fochetti, Matthew Gamble, Robert Heugly, Jennifer Levinson, Chris Martinez, Jaime Martinez, Daniel Pierotte, Jill Rubalcava, Cruz Sanchez-Leal, and Jay Strickland.

PRESENTATION, REPORTS AND COMMUNICATIONS

Public Comments No comments were received.

Board and Staff Comments Tiffany Maline, President of CSEA, introduced the new CSEA executive board. She stated their goal is to have better communication with CSEA members, the Board, and Administration. She noted that two members were unable to attend: Carolina Garcia de Ortega, Vice-President, and Rachelle Vasquez, Communications Officer.

Melissa Lincicum introduced herself as Treasurer. Carolina Garcia introduced herself as Secretary. They thanked the Board for their support of HESD and its students.

Joy C. Gabler, Superintendent, introduced Angel Mora, the new Transportation Supervisor, who previously worked at Lemoore High School District, and Joseph Padilla, the new Warehouse Supervisor, who previously worked at Clovis Unified School District.

She also recognized Jaime Martinez, Michelle Alexander, Bernadette Bracy, and the Human Resources team for organizing the Teacher Recruitment Fair held in the Board Room the previous Saturday. A total of 125 candidates attended.

Dates to Remember President Garner reviewed the following dates: End of 2nd Trimester – March 6; Tulare/King Teacher Recruitment Fair – March 6; Regular Board Meeting – March 11.

CONSENT ITEMS

Trustee Revious made a motion to take the Consent Items "a" through "c" together. Trustee Hernandez seconded; the motion carried 5-0:

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

Strickland – Yes

Trustee Revious then made a motion to approve Consent Items “a” through “c”.
Trustee Hernandez seconded; the motion carried 5-0:

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

The items approved are as follows:

- a) Warrant listings dated February 4, 2026; February 6, 2026; February 11, 2026 and February 13, 2026.
- b) Minutes of the Regular Board Meeting held on February 11, 2026.
- c) Donations:
 - \$1,000.00 from Pom Wonderful
 - \$5,097.00 from Monroe Parent Teacher Club
 - \$3,026.20 from Jefferson Parent Teacher Club

Vice-President Revious expressed appreciation to all donors.

INFORMATION ITEMS

Financial Report a) David Endo, Chief Business Official, presented for information the monthly financial reports for the period of July 1, 2025, through January 31, 2026. He stated that everything is proceeding according to plan.
7/1/25-1/31/26

LCAP Mid-Year Update b) Robert Heugly, Director of Program Development, Assessment & Accountability, presented for information the Local Control and Accountability Plan (LCAP) Mid-Year Update and the Local Control Funding Formula (LCFF) Broad Course of Study. He reviewed a PowerPoint presentation outlining each LCAP goal, student achievement data, mid-year progress, actions implemented to achieve each goal, and associated expenditures:

- LCAP Goal 1 – Students will receive a broad educational program that includes English language arts, mathematics, science, history, visual and performing arts, and physical education.
- LCAP Goal 2 – All students will make progress toward proficiency on the state adopted standards and English learners will make progress learning the English language.
- LCAP Goal 3 – The district will support teachers and staff with professional development, training, and collaboration time.
- LCAP Goal 4 – Students will learn in a safe, well-maintained school where they are supported, engaged, and connected to their school.
- LCAP Goal 5 – Communication between schools and home will be regular and meaningful.
- LCAP Goal 6 – Students at Community Day School will learn in a safe, well-maintained school where they are supported, engaged, and connected to their school.

President Garner asked if the data could be broken down by site. Robert responded that it could.

PAC

- c) Robert Heugly, Director of Program Development, Assessment & Accountability, presented for information a report from the District Parent Advisory Committee (PAC) meeting held on February 4, 2026. The PAC made the following recommendations. The Superintendent indicated support for:
- Not creating combination classes and reducing class sizes;
 - Continuing to build upon science programs while exploring additional professional development opportunities in science; and
 - Exploring and developing Career Technical Education (CTE) pathways as elective options for junior high students.

DELAC

- d) Robert Heugly, Director of Program Development, Assessment & Accountability, presented for information a report from the District English Learner Advisory Committee (DELAC) meeting held on February 5, 2026. The DELAC made the following recommendations. The Superintendent indicated support for:
- Exploring various avenues to encourage increased parent participation;
 - Seeking training opportunities for families and students to help prepare them for their first state testing experience; and
 - Exploring pathways for junior high students beyond the core curriculum.

BOARD POLICIES AND ADMINISTRATION

**2026 Delegate
Assembly
Ballot**

- a) Trustee Garcia made a motion to approve the 2026 Delegate Assembly Ballot, Sub-region 10C (Kings County), and to submit it electronically. Trustee Strickland seconded; the motion carried 5-0:
- Garcia – Yes
 - Garner – Yes
 - Hernandez – Yes
 - Revious – Yes
 - Strickland – Yes

**Transportation
Services Plan**

- b) Trustee Garcia made a motion to approve the Annual Transportation Services Plan. Trustee Hernandez seconded; the motion carried 5-0:
- Garcia – Yes
 - Garner – Yes
 - Hernandez – Yes
 - Revious – Yes
 - Strickland – Yes

Surplus

- c) Trustee Garcia made a motion to declare the listed items surplus. Trustee Strickland seconded; the motion carried 5-0:
- Garcia – Yes
 - Garner – Yes
 - Hernandez – Yes
 - Revious – Yes
 - Strickland – Yes

- BP/AR 1445** d) Trustee Garcia made a motion to approve new Board Policy and Administrative Regulation 1445 – Response to Immigration. Trustee Hernandez seconded; the motion carried 5-0:
Garcia – Yes
Garner – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes
- BP/AR 5125** e) Trustee Garcia made a motion to approve revised Board Policy and Administrative Regulation 5125 – Student Records. Trustee Revious seconded; the motion carried 5-0:
Garcia – Yes
Garner – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes
- BP/AR 5145.13** f) Trustee Garcia made a motion to approve deleted Board Policy and Administrative Regulation 5145.13 – Response to Immigration. Trustee Hernandez seconded; the motion carried 5-0:
Garcia – Yes
Garner – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes
- BP/AR 6161.1** g) Trustee Garcia made a motion to approve revised Board Policy and Administrative Regulation 6161.1 – Selection and Evaluation of Instructional Materials. Trustee Hernandez seconded; the motion carried 5-0:
Garcia – Yes
Garner – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes
- BP 6161.11** h) Trustee Garcia made a motion to approve revised Board Policy 6161.11 – Supplementary Instructional Materials. Trustee Revious seconded; the motion carried 5-0:
Garcia – Yes
Garner – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes
- BP 6162.5** i) Trustee Hernandez made a motion to approve revised Board Policy 6162.5 – Student Assessment. Trustee Revious seconded; the motion carried 5-0:
Garcia – Yes
Garner – Yes

Hernandez – Yes
Revious – Yes
Strickland – Yes

BP 6163.1

- j) Trustee Revious made a motion to approve revised Board Policy 6163.1 – Library Media Centers. Trustee Hernandez seconded; the motion carried 5-0:
Garcia – Yes
Garner – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes

BP/AR 6020

- k) Trustee Garcia made a motion to approve Board Policy and Administrative Regulation 6020 – Parent Involvement. Trustee Revious seconded; the motion carried 5-0:
Garcia – Yes
Garner – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes

PERSONNEL

Trustee Revious 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 Revious then made a motion to approve Personnel Items “a” through “e”. Trustee Hernandez seconded; the motion carried 5-0:

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

***Item “a” –
Employment***

The following items were approved:

Classified Management

- Joseph Padilla, Supervisor – Warehouse/Reprographics & Mail – 8.0 hrs., Warehouse, effective 2/17/26

Classified

- Lamis Chahla, Yard Supervisor – 2.5 hrs., Wilson, effective 2/2/26
- Savannah Juarez, Special Education Aide – 5.0 hrs., Washington, effective 2/2/26
- Keiry Navarro Linares, READY Program Tutor – 4.5 hrs., Hamilton, effective 2/12/26

- Yurianna Ventura, READY Program Tutor – 4.5 hrs., Simas, effective 2/3/26
- Haydee Zamora, READY Program Tutor – 4.5 hrs., Simas, effective 2/3/26

Temporary Employees/Substitutes

- Maritza Armenta, Substitute Yard Supervisor, effective 2/13/26
- Salema Elgelda, Substitute READY Program Tutor, effective 2/4/26
- Natalie Fagundes, Substitute Yard Supervisor, effective 2/10/26
- Precious Garcia, Substitute Paraprofessional (TK/K), Special Circumstance Aide and Special Education Aide, effective 2/2/26
- Isaiah Perez, Substitute Special Education Aide, effective 2/3/26
- Mariella Rehfeld, Substitute Bilingual Clerk Typist II, Translator: Oral Interpreter and Translator: Written Translator, effective 2/13/26
- Sidney Sandoval, Substitute Yard Supervisor, effective 2/13/26

Temporary Out-of-Class Assignment

- Steven Rivera-Perez, from Custodian II – 8.0 hrs., Hamilton, to Lead Custodian – 8.0 hrs., Hamilton, effective 1/5/26-2/6/26

Short-Term Certificated

- Debra Cawley, Short-Term School Nurse – 3 Days/Week, effective 3/11/26-6/5/26

Short-Term Classified

- Delila Izquierdo, Short-Term Yard Supervisor – 3.5 hrs., Simas, effective 2/2/26-2/27/26
- Anessa Valdivia, Short-Term Yard Supervisor – 2.75 hrs., Monroe, effective 2/10/26-3/27/26

Item "b" – Resignations

Certificated

- Julee Pires, Teacher on leave of absence, effective 2/13/26
- Kathleen Salyer, School Nurse, Special Services, effective 3/12/26

Classified

- Michael Bruno, READY Program Tutor – 4.5 hrs., King, effective 2/13/26

Item "c" Leave of Absence

- Andrea Ermie, Teacher, Wilson, effective 2026-27 school year, restoration of health

Item "d" – Retirements

Certificated

- Jaime Camacho, Teacher, Community Day School, effective 6/5/26
- Kelly Mayfield, Teacher, Richmond, effective 6/5/26

Item "e" – Volunteers

<u>Name</u>	<u>School</u>
Ashley Desales	Hamilton
Jayleen Gomez	Hamilton
Natalie Gonzales	Hamilton
Claudia B Olguin	Hamilton
Melanie Vasquez	Hamilton
Zoe Fletcher	Jefferson
Elizabeth Rodriguez	Jefferson
Felicia Meza	King
Claudia Valenzuela	King
Sabrina Vela	King
Jesus Cortez	Lincoln
Carmen Villanueva	Lincoln

Venus Govea	Monroe
Mary Jane Richardson	Monroe
Breonna Alexander	Richmond
Lexie Hernandez	Richmond
Alina Muldrow	Richmond/Kennedy
Emily Plueard	Roosevelt
Jocelyn Rodriguez	Roosevelt
Alfred Carrillo	Simas
Luz Perryman	Simas
Pavoua Xiong	Simas
Bernice Vega	Washington
Cesar Vega	Washington

FINANCIAL

CERBT

- a) Trustee Strickland made a motion to approve the California Employers' Retiree Benefit Trust (CERBT) Quarterly Reports. Trustee Hernandez seconded; the 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 6:02 p.m.

Respectfully submitted,

Joy C. Gabler,
Secretary to the Board of Trustees

Approved:

Jeff Garner, President

Lupe Hernandez, Clerk

INTERS OUT TRANSFER REQUEST

No	A/D	Sch Req'd	Home Sch	Date
O-208	A	Raisin City	Simas	3/02/2026
O-209	A	Lemoore	Monroe	3/02/2026

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy Gabler

FROM: Lindsay Hastings

DATE: 2/26/26

FOR: Board Meeting
 Superintendent's Cabinet

FOR: Information
 Action

Date you wish to have your item considered: March 11, 2026

ITEM: Consider approval of donations to HESD-Washington School from: Washington PTC, total donation \$1,286.02.

PURPOSE: Northstar-Window graphics for front/side office

FISCAL IMPACT: 0100-1100-0-1110-1000-430000-028-0000

RECOMMENDATIONS: Approve Donation

HANFORD ELEMENTARY SCHOOL DISTRICT
AGENDA REQUEST FORM

TO: Joy Gabler

FROM: Robert Heugly

DATE: February 27, 2026

For: Board Meeting
 Superintendent's Cabinet

For: Information
 Action

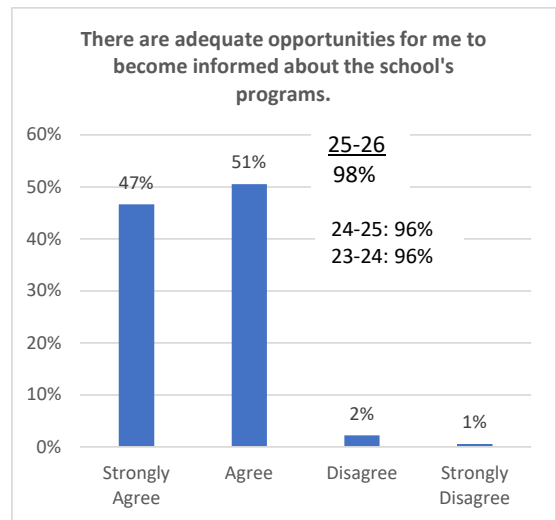
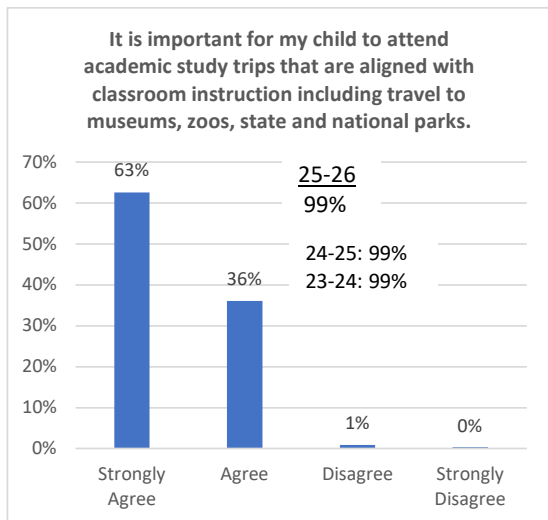
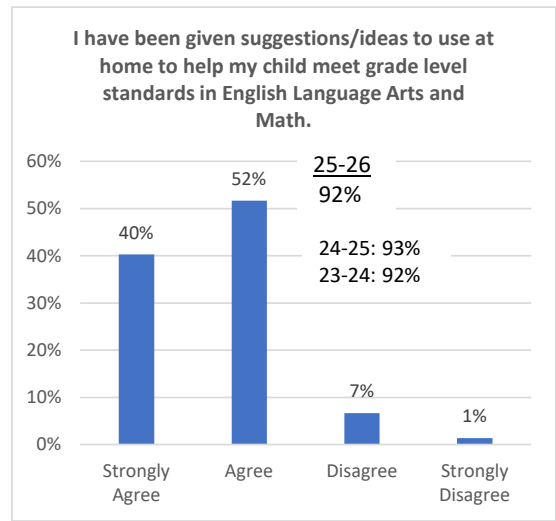
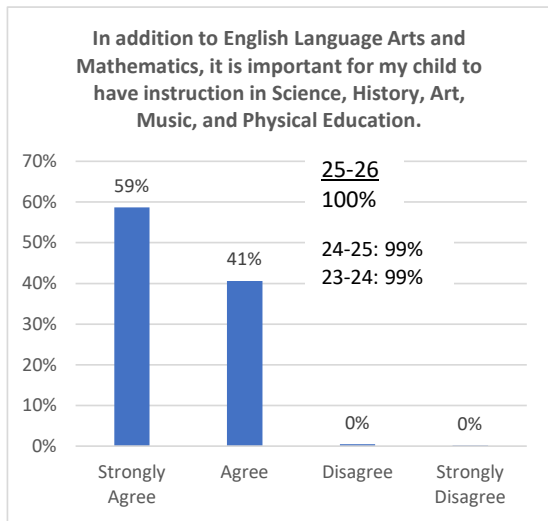
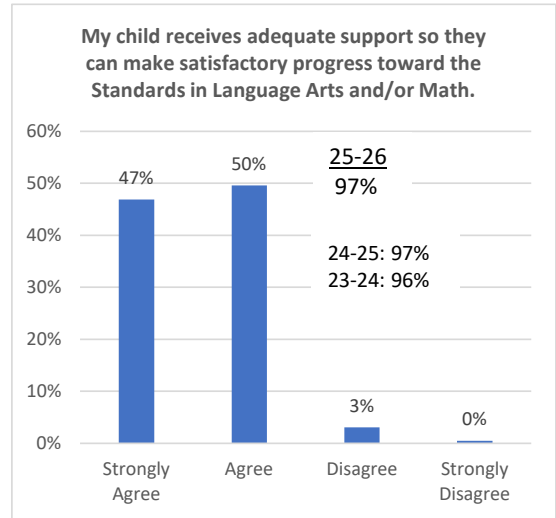
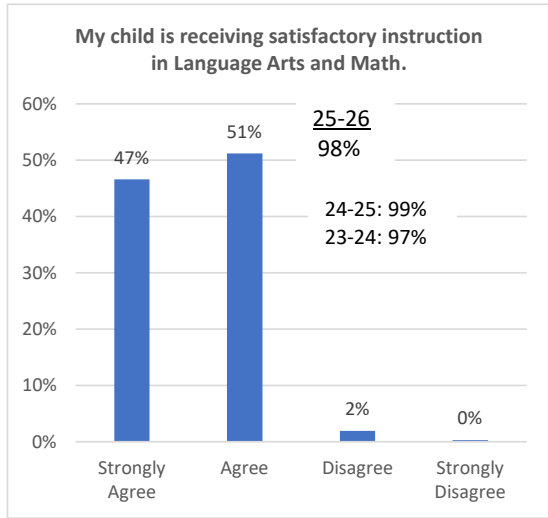
Date you wish to have your item considered: March 11, 2026

ITEM: Receive for information the HESD Parent Survey

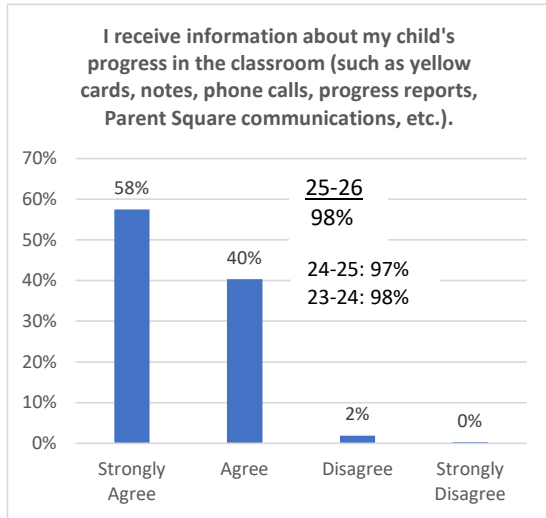
PURPOSE: The HESD Parent Survey provides information that informs the development of the district's comprehensive plans. These plans include the Local Control Accountability Plan (LCAP), the LCAP Federal Addendum, and School Plans for Student Achievement. The HESD Parent Survey is one of a number of methods the district employs to provide our educational partners with opportunities to provide input into the district's programs and services for students. The HESD Parent Survey also provides information for the Local Indicators on the California School Dashboard.

FISCAL IMPACT: None

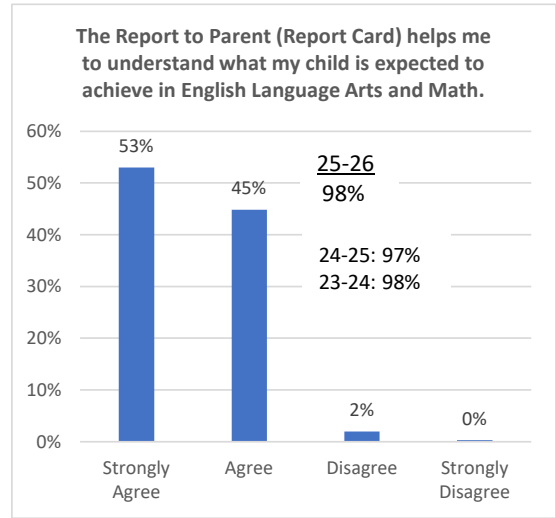
RECOMMENDATIONS: Receive for Information the HESD Parent Survey



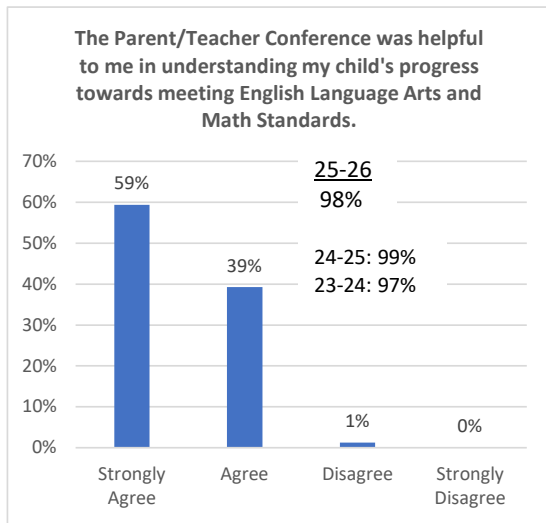
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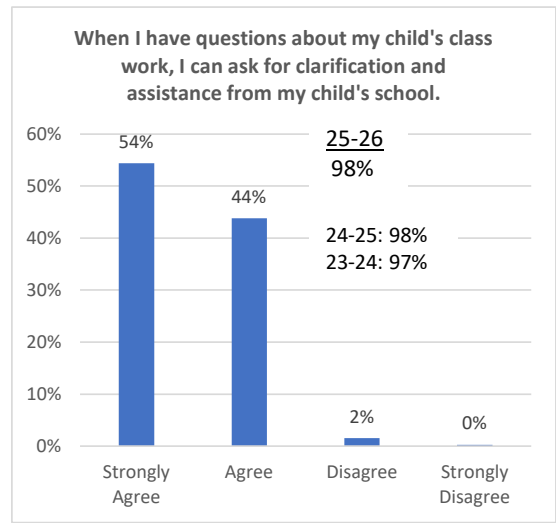
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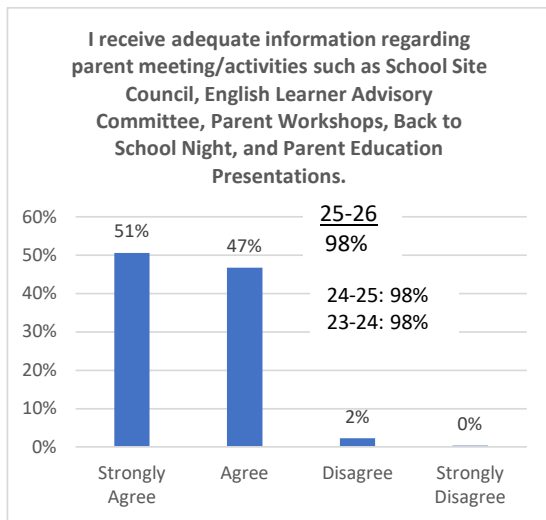
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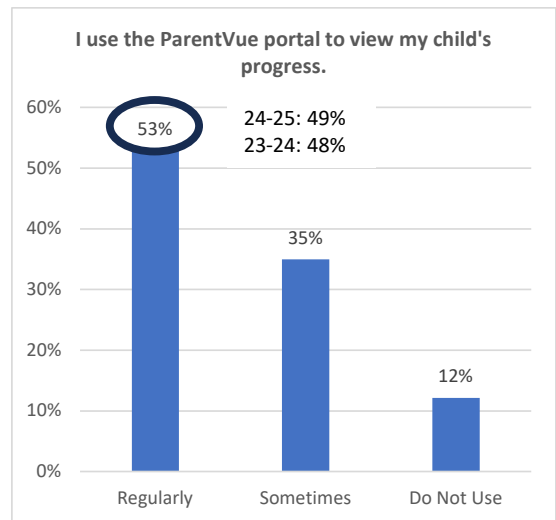
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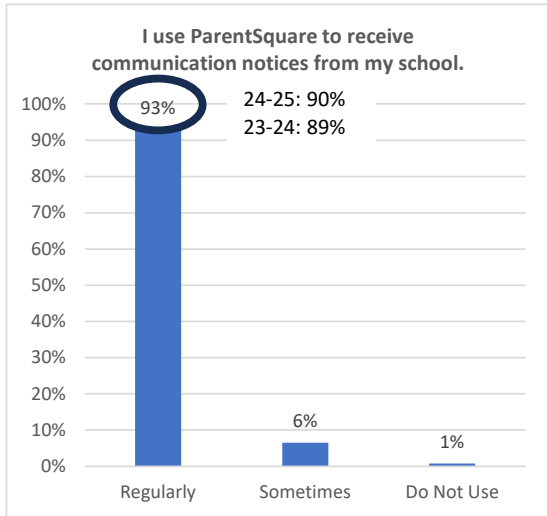
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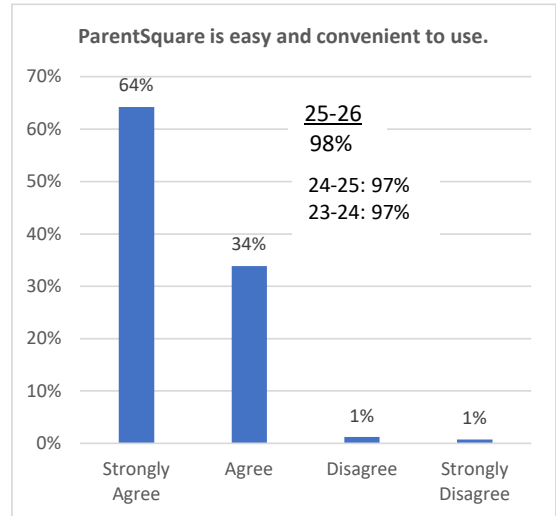
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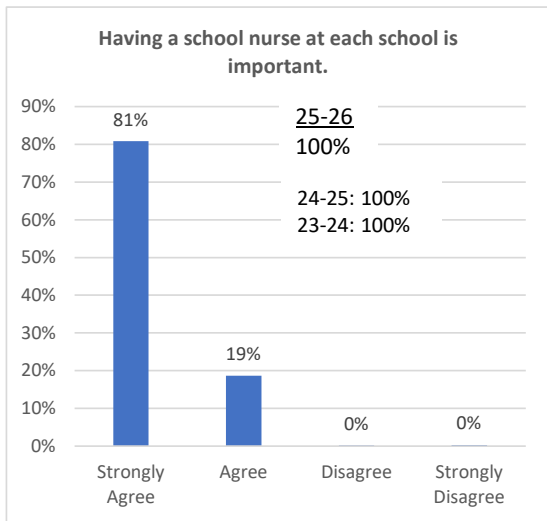
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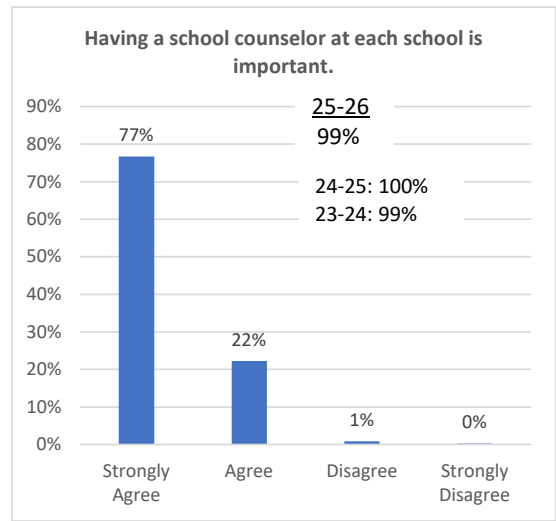
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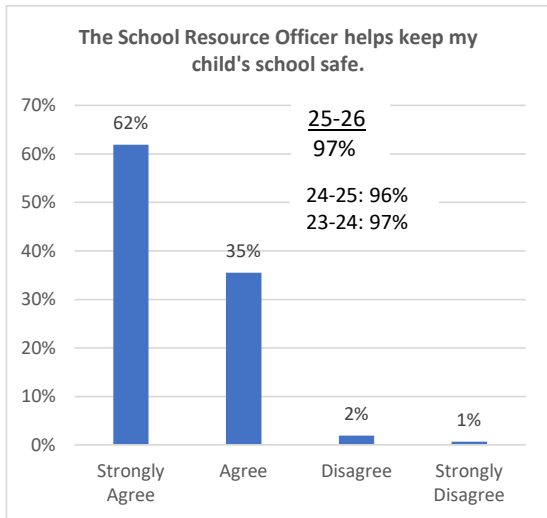
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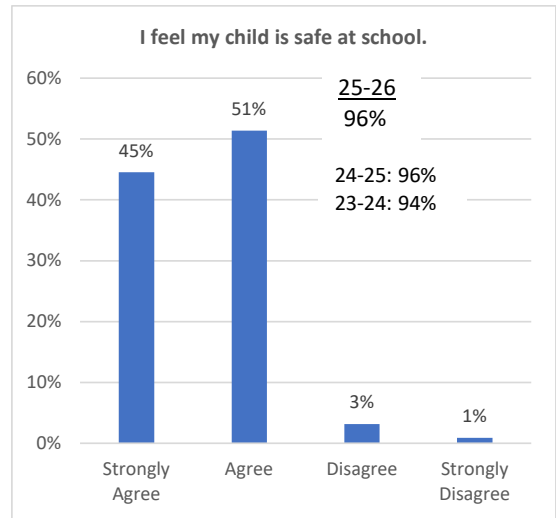
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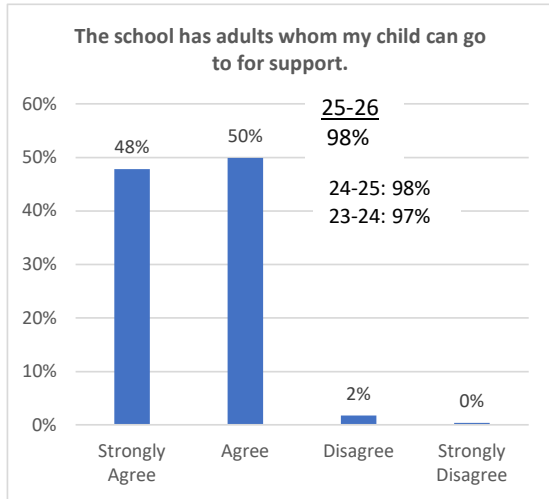
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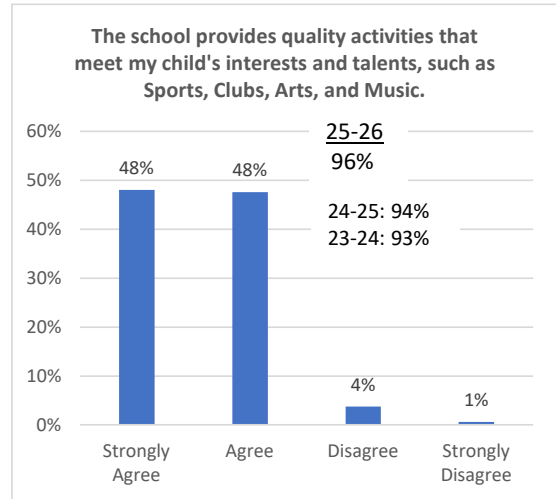
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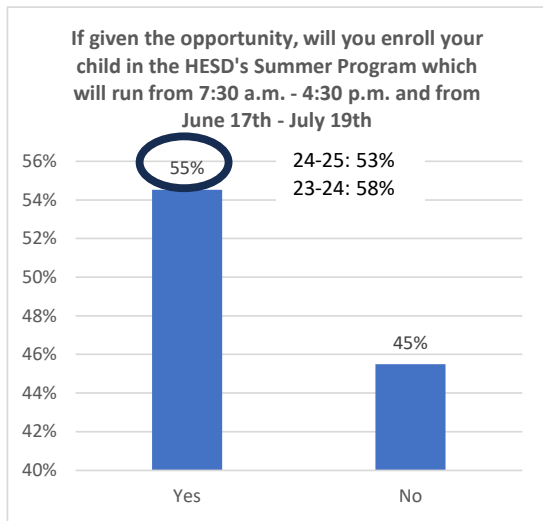
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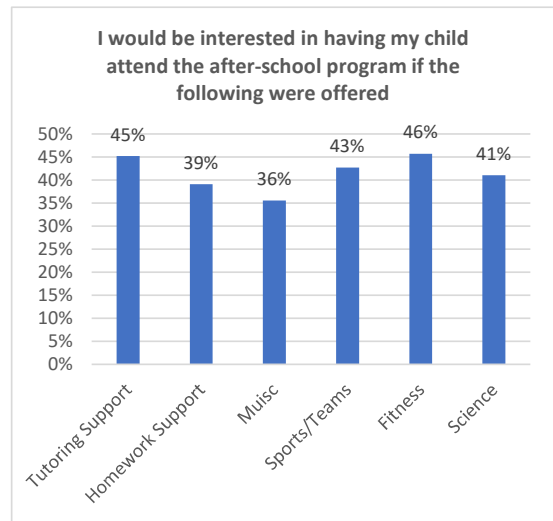
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HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy Gabler

FROM: Kristina Baldwin

DATE: March 2, 2026

FOR: Board Meeting
 Superintendent's Cabinet

FOR: Information
 Action

Date you wish to have your item considered: March 11, 2026

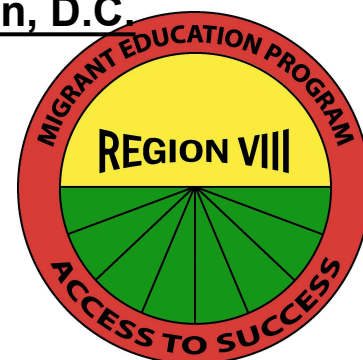
ITEM: Tulare County Superintendent of Schools Migrant Education Program, Region VIII, will offer a Study Trip opportunity for 8th grade HESD Migrant Students. This trip has been planned for April 18th-April 22nd, 2026, for travel to Washington D.C. School days affected will be April 20th, 21st, and 22nd.

PURPOSE: These identified students are involved in a Civics and Leadership Migrant class led by Javier Gonzalez, the Migrant Area Administrator. This study trip is a culminating activity where students will visit the capital, numerous historical landmarks, and museums.

This field trip is not sponsored by Hanford Elementary School District (HESD). As such, HESD disclaims any and all liability for incidents, accidents, or issues that may arise during the trip. All responsibilities relate to the trip, including funding, organization, and supervision, lie solely with the Region VIII Migrant Education Program. Participants assume all risks associated with their involvement in this event.

FISCAL IMPACT:**RECOMMENDATIONS:**

Migrant Education Program Region VIII Washington, D.C. Study Trip April 2026 Tentative Itinerary



Travel Day: April 18 - Off to Washington D.C.

Time TBD

- **Travel:** Depart from Fresno-Yosemite International Airport

Arrive at Ronald Reagan National Washington Airport - TBD

Day 2 in Washington, D.C.: - Leadership and Rights

- **Breakfast**
- **Travel:** Depart for the **Martin Luther King Jr. Memorial** via Metro.
- **Activity:** Reflect on MLK's legacy and discuss leadership and activism.
- **Activity:** Visit the **National Museum of African American History and Culture**. Explore exhibits on civil rights and leadership.
- **Lunch:** TBD
- **Activity:** Visit the **National Museum of American History**. Focus on exhibits related to American leadership and civic movements.
- **Activity:** Walk to the **Washington Monument** for a discussion about its significance.
- **Travel:** Return to accommodation via Metro.
- **Evening:** Dinner & evening group discussion/reflection of the day's learnings.

Day 3 in Washington, D.C.: - Foundations of Democracy

- **Breakfast**
- **Travel:** Depart from accommodation to the **U.S. Capitol** via Metro.
- **Activity:** **U.S. Capitol Tour**. Explore the legislative process and the history of Congress. Discuss the importance of civic engagement.
- **Activity:** Visit the **Capitol Visitor Center** for interactive exhibits on democracy.
- **Lunch:** TBD
- **Activity:** Visit the **National Archives** to see the Declaration of Independence and the Constitution. Discuss their significance.
- **Activity:** Walk to the **National Gallery of Art (East Building)** to explore how art influences civic life.
- **Travel:** Return to accommodation via Metro.
- **Evening:** Dinner & evening group discussion/reflection of the day's learnings.

Day 4 in Washington, D.C.: - Civic Engagement

- **Breakfast**
- **Travel:** Depart for the **White House** via Metro.
- **Activity: Photo Op and Discussion** about the role of the President in civic leadership.
- **Activity:** Visit the **FDR Memorial** and discuss leadership during crises.
- **Lunch:** TBD
- **Activity:** Tour of the **U.S. Supreme Court**. Discuss the judiciary's role in upholding rights.
- **Activity:** Visit the **Newseum** (if open) or the **National Press Club** for insights on the media's role in democracy.
- **Travel:** Return to accommodation via Metro.
- **Evening:** Dinner & evening group discussion/reflection of the day's learnings.

Day 5 in Washington, D.C.: April 22 - Activism and Reflection & Go Home

Breakfast

Travel: Depart for the **Lincoln Memorial** via Metro.

Activity: Reflect on Lincoln's leadership and the Emancipation Proclamation.

Activity: Visit the **Vietnam Veterans Memorial** and discuss the impact of war on civic responsibility.

Lunch: TBD

Time TBD: Depart from Ronald Reagan National Washington Airport

Chaperones: Area Administrators **Javier González & Alicia Gaytán**

Hotel Stay: **Crystal Gateway Marriott**, 1700 Richmond Highway Arlington, Virginia 22202
1-703-920-3230 (2 guests/room 2 Double Beds; each student will have their own bed)

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 03/02/2026

FOR: Board Meeting
 Superintendent's Cabinet

FOR: Information
 Action

Date you wish to have your item considered: 03/11/2026

ITEM:

Receive the following revised Board Policy for information:
 BP 3470 – Debt Issuance and Management

PURPOSE:

Policy updated to (1) add communication to the public to the list of debt issuance program activities that the Superintendent administers and coordinates, (2) remove reference to Qualified Zone Academy Bonds which are no longer authorized to be issued, (3) add types of temporary borrowing or short-term transfers to the list of potential financing sources for the district, (4) add that the method of sale for any district-issued debt be the most cost-effective, (5) add that before any sale of bonds, the Governing Board adopt a resolution stating the Board's express approval of the method of sale and a statement of the reasons for the method of sale selected, and (6) include additional information regarding the report to the California Debt Investment and Advisory Commission, which the district is required to submit annually following a bond issuance.

FISCAL IMPACT:

None.

RECOMMENDATIONS:

Consider adoption of the following revised Board Policy at the next board meeting:
 BP 3470 – Debt Issuance and Management

Policy 3470: Debt Issuance And Management

Status: ADOPTED

Original Adopted Date: 02/08/2017 | **Last Revised Date:** 02/08/2018 | **Last Reviewed Date:** 02/08/2018

This Debt Management Policy (the "Policy") provides written guidelines for the issuance of indebtedness by the Hanford Elementary School District (the "District") in satisfaction of the requirements of S.B. 1029, codified as part of Government Code Section 8855.

Article I

Purpose and Goals

This Policy provides a framework for debt management and capital planning by the District.

This Policy has been developed to meet following goals:

1. Identifying the purposes for which the debt proceeds may be used.
-
2. Identifying the types of debt that may be issued.
-
3. Describing the relationship of the debt to, and integration with, the District's capital improvement program.
-
4. Establishing policy goals related to the District's planning goals and objectives.
-
5. Implementing internal control procedures to ensure that the proceeds of the proposed debt issuance will be directed to the intended use upon completion of the issuance.

Article II

Purposes for Which Debt Proceeds May be Used

Section 2.01. Authority and Purposes of the Issuance of Debt

The laws of the State of California (the "State") authorize the District to incur debt to make lease payments, contract debt, borrow money, and issue bonds for school improvement projects. The District is authorized to contract debt to acquire, construct, reconstruct, rehabilitate, replace, improve, extend, enlarge, and equip such projects; to refund existing debt; or to provide for cash flow needs.

Section 2.02. State Law

Section 18 of Article XVI of the State Constitution contains the "debt limitation" formula applicable to the District.

There are a number of State laws that govern the issuance of general obligation bonds ("GO Bonds") by school districts. Sections 1(b)(2) (Proposition 46) and 1(b)(3) of Article XIII A (Proposition 39) of the State Constitution allow the District to issue GO Bonds. The statutory authority for issuing GO Bonds is contained in Education Code Section 15000 et seq. Additional provisions applicable only to Proposition 39 GO Bonds are contained in

Education Code Section 15264 et seq. An alternative procedure for issuing GO Bonds is also available in Government Code Section 53506 et seq.

The statutory authority for issuing Tax and Revenue Anticipation Notes ("TRANS") is contained in Government Code Section 53850 et seq. Authority for lease financings is found in Education Code Section 17455 et seq. and additional authority is contained in Education Code Sections 17400 et seq., 17430 et seq. and 17450 et seq. The District may also issue Mello-Roos bonds pursuant to Government Code Section 53311 et seq.

Section 2.03. Debt Issued to Finance Operating Costs

The District may deem it necessary to finance cash flow requirements under certain conditions. Such cash flow borrowing must be payable from taxes, income, revenue, cash receipts and other moneys attributable to the fiscal year in which the debt is issued.

General operating costs include, but are not limited to, those items normally funded in the District's annual operating budget.

The District's Superintendent, or Chief Business Official ("CBO"), will review potential financing methods to determine which method is most prudent for the District. Potential financing sources include tax and revenue anticipation notes, temporary borrowing from the Kings County Treasurer and Tax Collector, and internal temporary interfund borrowing.

Article III

Types of Debt That May be Issued

Section 3.01. Types of Debt Authorized to be Issued

A. Short-Term: The District may issue fixed-rate and/or variable-rate short-term debt, which may include TRANS, when such instruments allow the District to meet its cash flow requirements. The District may also issue bond anticipation notes ("BANs") to provide interim financing for bond projects that will ultimately be paid from GO Bonds.

B. Long-Term: Debt issues may be used to finance essential capital facilities, projects and certain equipment where it is appropriate to spread the cost of the projects over more than one budget year. Long-term debt should not be used to fund District operations.

Long term debt in the form of GO Bonds may be issued under Article XIII A of the State Constitution, either under Proposition 46, which requires approval by at least a two-thirds (66.67%) majority of voters, or Proposition 39, which requires approval by at least 55% of voters, subject to certain accountability requirements and additional restrictions.

The District may also enter into long-term leases and/or COPs for public facilities, property, and equipment.

C. Lease Financing: Lease-purchase obligations are a routine and appropriate means of financing capital equipment and certain capital facilities. However, lease obligations may impact on budget flexibility.

D. Use of

The Board of Trustees is committed to long-term capital and financial planning and recognizes that the issuance of debt is a key source for funding the improvement and maintenance of school facilities and managing cash flow. Any debt issued by the district shall be consistent with law and this policy.

The district shall not enter into indebtedness or liability that in any year exceeds the income and revenue provided for such year, unless two-thirds of the voters approve the obligation or one of the exceptions specified in law applies.

When the Board determines that it is in the best interest of the district, the Board may issue debt or order an election to issue debt. The Superintendent or designee shall make recommendations to the Board regarding appropriate financing methods for capital projects or other projects that are authorized purposes for debt issuance. When approved by the Board and/or the voters as applicable, the Superintendent or designee shall administer and coordinate the district's debt issuance program and activities, including the timing of issuance, sizing of issuance, method of sale, structuring of the issue, communication with the public, and marketing strategies.

The Superintendent or designee shall retain a financial advisor, municipal advisor, investment advisor, and/or other financial services professionals as needed to assist with the structuring of the debt issuance and to provide general advice on the district's debt management program, financing options, investments, and compliance with legal requirements. Contracts for services provided by such advisors may be for a single transaction or for multiple transactions, consistent with the contracting requirements in Education Code 17596. In the event that the district issues debt through a negotiated sale, underwriters may be selected for multiple transactions if multiple issuances are planned for the same project. Additionally, the district shall select a legal team on an as-needed basis to assist with debt issuances or special projects.

Goals

The district's debt issuance activities and procedures shall be aligned with the district's vision and goals for providing adequate facilities and programs that support student learning and well-being. When issuing debt, the district shall ensure that it:

1. Maintains accountability for the fiscal health of the district, including prudent management and transparency of the district's financing programs

Attains ~~General Obligation Bonds: A significant portion of the District's capital projects are projected to be funded by GO Bond proceeds. Projects financed by the GO Bonds will be determined by the constraints of applicable law and the project list approved by voters.~~

Article IV

Relationship of Debt to and Integration with District's Capital Improvement Program or Budget

Section 4.01: Impact on Operating Budget and District Debt Burden

~~In evaluating financing options for capital projects, both short and long-term debt amortization will be evaluated when considering a debt issuance, along with the potential impact of debt service, and additional costs associated with new projects on the operating budget of the District. The cost of debt issued for major capital repairs or replacements may be judged against the potential cost of delaying such repairs.~~

Section 4.02. Capital Improvement Program

The CBO and the facilities staff have responsibility for the planning and management of the District's capital improvement program subject to review and approval by the Board of Trustees. Staff will, as appropriate, supplement and revise any applicable Facilities Master Plan in keeping with the District's current needs for the acquisition, development and/or improvement of District's real estate and facilities. Such plans may include a summary of the estimated cost of each project, schedules for the projects, the expected quarterly cash requirements, and annual appropriations, in order for the projects to be completed.

Section 4.03. Refunding and Restructuring Policy

A. Considerations for Refunding.

1. ~~District's Best Interest. Whenever deemed to be in the best interest of the District, the District shall consider refunding or restructuring outstanding debt if it will be financially advantageous or beneficial for debt repayment and/or structuring flexibility.~~
-
2. ~~Net Present Value Analysis. The CBO shall review a net present value analysis of any proposed refunding in order to make a determination regarding the cost-effectiveness of the proposed refunding.~~
-
3. ~~Maximization of Expected Net Savings. Another consideration in deciding which debt to refinance and the timing of the refinancing shall be maximization of the District's expected net savings over the life of the bonds.~~
-
4. ~~Comply with Existing Legal Requirements. The refunding of any existing debt shall comply with all applicable State and Federal laws governing such issuance.~~

Article V

Policy Goals Related to District's Planning Goals and Objectives

In following this Policy, the District shall pursue the following goals:

1. ~~The District shall strive to fund capital improvements from voter approved GO Bond issues to preserve the availability of its General Fund for District operating purposes and other purposes that cannot be funded by such bond issues.~~
-
2. ~~The District shall endeavor to attain the best possible credit rating for each debt issue in order to reduce interest costs, within the context of preserving financial flexibility and meeting capital funding requirements.~~
3. ~~The District shall take~~Takes all practical precautions and proactive measures to avoid any financial decision that will negatively impact current credit ratings on existing or future debt issues.
4. ~~The District shall, with respect to GO Bonds, remain mindful~~Maintains effective communication with rating agencies and, as appropriate, credit enhancers such as bond insurers or other providers of its credit or liquidity instruments in order to enhance the creditworthiness, liquidity, or marketability of the debt
-
- 4.5. Monitors the district's statutory debt limit in relation to assessed value growth valuation within the school-district and the tax burden needed to meet long-term capital debt service requirements.

5. ~~The District shall consider market conditions and District cash flows when timing the issuance of debt.~~

6. ~~The District shall determine~~ When determining the timing of debt issuance, considers market conditions, cash flows associated with repayment, and the district's ability to expend the obtained funds in a timely, efficient, and economical manner consistent with federal tax laws

6.7. ~~Determines~~ the amortization (maturity) schedule which will fit best within the overall debt structure of the District ~~district~~ at the time the new debt is issued-

7.8. ~~The District shall match the term of the issue to~~ Considers the useful lives of assets funded by that issue ~~whenever practicable and economic, while considering~~ the debt issue, as well as repair and replacement costs of those assets to be incurred in the future-

9. ~~The District shall, when planning for the issuance of~~ Preserves the availability of the district's general fund for operating purposes and other purposes that cannot be funded by the issuance of voter-approved debt

10. Meets the ongoing obligations and accountability requirements associated with the issuance and management of debt under state and federal tax and securities laws

Authorized Purposes for the Issuance of Debt

The district may issue debt for any of the following purposes:

1. To pay for the cost of capital improvements, including acquiring, constructing, reconstructing, rehabilitating, replacing, improving, extending, enlarging, and/or equipping district facilities
2. To refund existing debt
3. To provide for cash flow needs

Pursuant to Government Code 53854, general operating costs, including, but not limited to, items normally funded in the district's annual operating budget, shall not be financed from debt payable later than 15 months from the date of issuance. The district may deem it desirable to finance cash flow requirements under certain conditions so that available resources better match expenditures within a given fiscal year. To satisfy both state constitutional and statutory constraints, such cash flow borrowing shall be payable from taxes, income, revenue, cash receipts, and other moneys attributable to the fiscal year in which the debt is issued.

Authorized Types of Debt

The Superintendent or designee shall recommend to the Board potential financing method(s) that result in the highest benefit to the district, with the cost of staff and consultants considered. Potential financing sources may include:

1. Short-Term Debt

- a. Short-term debt, such as tax and revenue anticipation notes (TRANS), when necessary to allow the district to meet its cash flow requirements (Government Code 53850-53858)
- b. Bond anticipation notes (BANs) to provide interim financing for capital bond projects that will ultimately be paid from general obligation bonds (Education Code 15150)
- c. Grant anticipation notes (GANs) to provide interim financing pending the receipt of grants and/or loans from the state or federal government that have been appropriated and committed to the district (Government Code 53859-53859.08)

2. Long-Term Debt

- a. General obligation bonds for projects approved by voters (Education Code 15100-15262, 15264-15276; Government Code 53506-53509.5)
- b. Special tax bonds issued pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code 53311-53368.3)

3. Lease financing, including certificates of participation (COPs)

- a. Lease financing to fund the highest priority capital equipment purchases when pay-as-you-go financing is not feasible (Education Code 17450-17453.1)
- b. Lease financing to fund facilities projects when there is insufficient time to obtain voter approval or in instances where obtaining voter approval is either not feasible or unavailable (Education Code 17400-17429)

4. Special financing programs or structures offered by the federal or state government when the use of such programs or structures is determined to result in sufficiently lower financing costs compared to traditional tax-exempt bonds and/or COPs (Government Code 53700-53706)

5. Temporary borrowing or short-term transfers from other sources, including the following: (Education Code 42620, 42621; Government Code 53820-53833, 53850-53858)

- a. When the district lacks sufficient funds to meet its current expenses:
 - i. Transfers of funds from the County Treasurer up to 85 percent of the amount of money that will accrue to the district within the fiscal year
 - ii. Transfers of funds from the county school service fund up to 85 percent of the money accruing to the district at the time of transfer, to be repaid before June 30 of the current fiscal year
- b. Temporary borrowing from other sources

8.

COPs, TRANS, revenue bonds, or any other non-voter approved debt instrument shall not be issued by the district in any fiscal year in which the district has a qualified or negative certification, unless the County Superintendent of Schools determines, pursuant to criteria established by the Superintendent of Public Instruction, that the district's repayment of that indebtedness is probable. (Education Code 42133)

Relationship of Debt to District Facilities Program and Budget

Decisions regarding the issuance of debt for the purpose of financing capital improvement shall be aligned with current needs for acquisition, development, and/or improvement of district property and facilities as identified in the district's facilities master plan or other applicable needs assessment, the projected costs of those needs, schedules for the projects, and the expected resources.

The cost of debt issued for major capital repairs or replacements shall be evaluated against the potential cost of delaying such repairs and/or replacing such facilities.

When considering a debt issuance, the Board and the Superintendent or designee shall evaluate both the short-term and long-term implications of the debt issuance and additional operating costs associated with the new debt, consider the impact of such new debt on overlapping debt of local, state and other governments that overlap with the District.

-
9. The District shall, when issuing debt, assess projects involved. Such evaluation may include, but is not limited to, the projected ratio of annual debt service to the tax burden on the district's taxpayers and the ratio of annual debt service secured by the general fund to general fund expenditures.

The district may enter into credit enhancement agreements such as municipal bond insurance, surety bonds, letters of credit, and lines of credit with commercial banks, municipal bond insurance companies, or other financial alternatives to include new and innovative financing approaches, including whenever feasible, categorical grants, revolving loans or other State/federal aid, so as to minimize the encroachment on the District's General Fund.

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10. The District shall, when planning for the sizing and timing of debt issuance, consider its ability to expend the funds obtained in a timely, efficient and economical manner.

Article VI

~~Internal Control Procedures for Issuance of Debt to Ensure Intended Use of Proceeds~~

~~Section 6.01. entities when their use is judged to lower borrowing costs, eliminate restrictive covenants, or have a net economic benefit to the financing.~~

Structure of Debt Issues

~~A. Maturity of Debt: The duration of a debt issue shall be consistent, to the extent possible, with the economic or useful life of the improvement or asset that the issue is financing. Accordingly, the final maturity of the debt shall be equal to or less than the useful life of the assets being financed, and the average life of the financing shall not exceed 120% of the average life of the assets being financed. In addition, the District~~

The district shall consider the overall impact of the current and future debt burden of the financing when determining the duration of the debt issue.

B. Debt Structure:

1. ~~GO Bonds:~~

-
- a. ~~New Money Bond Issuances:~~

The district shall design the financing schedule and repayment of debt so as to take best advantage of market conditions, ensure cost effectiveness, provide flexibility, and, as practical, recapture or maximize its debt capacity for future use. Principal amortization will be structured to meet debt repayment, tax rate, and flexibility goals.

~~For new money bond~~debt issuances for capital improvements, the ~~District~~district shall size the ~~bond issuance~~debt issuance with the aim of funding capital projects as deemed appropriate by the Board, as long as the issuance is consistent with the ~~"spend-down" requirements of the Internal Revenue Code and within any limits approved by the District's voters. To the extent possible, the District will~~overall financing plan, does not exceed the amount authorized by voters, and, unless a waiver is sought and received from the state, will not cause the district to exceed the limitation on debt issuances specified in the California Constitution or Education Code 15102, 15106, 15268, and 15270.

To the extent practicable, the district shall also consider credit issues, market factors (e.g. bank qualification), and tax law when sizing the ~~District's~~district's bond issuance.

~~b. Refunding Bond Issuances:~~ The sizing of refunding bonds ~~will~~shall be determined by the amount of money that will be required to cover the principal of, any accrued interest (if any) on, and any redemption premium for the ~~bonds~~debt to be ~~defeased~~paid on the call date and to cover appropriate financing costs.

~~c. Maximum Maturity: All bonds~~
Any general obligation bond issued by the ~~District~~district shall mature within the limits set forth in applicable provisions of the Education Code or the Government Code. The final maturity of bonds will also be limited to the average useful life of the assets financed 40 years of the issuance date or as otherwise required by ~~tax~~ law.

2. ~~Lease-Purchase Obligations:~~ (Government Code 53508.6)

The final maturity of equipment or real property lease obligations will be limited to the useful life of the assets to be financed. but, with respect to a lease purchase of equipment, no longer than a period of 10 years. (Education Code 17452)

Method of Sale

For the sale of any district-issued debt, the Superintendent or designee shall recommend the method of sale which is most cost-effective, that has the potential to achieve the lowest financing cost, and/or generates other benefits to the district. Potential methods of sale include:

1. ~~C. Debt Service Structure: The District shall design~~ A competitive bidding process through which the award is based on, among other factors, the lowest offered true interest cost
2. ~~Negotiated sale, subject to approval by the district to ensure that interest costs are in accordance with comparable market interest rates~~
3. ~~Private placement sale, when the financing schedule can or must be structured for a single or limited number of purchasers or where the terms of the private placement are more beneficial to the district than either a negotiated or competitive sale~~

Before any sale of bonds, the Board shall adopt a resolution stating the Board's express approval of the method of sale and a statement of the reasons for the method of sale selected. (Education Code 15146)

Investment of Proceeds

The district shall actively manage the proceeds of debt issued for public purposes in a manner that is consistent with state law governing the investment of public funds and with the permitted securities covenants of related financing documents executed by the district. Where applicable, the district's official investment policy and legal documents for a particular debt issuance shall govern specific methods of investment of bond-related proceeds. Preservation of principal shall be the primary goal of any investment strategy, followed by the availability of funds and then by return on investment.

With regard to general obligation bonds, the district shall invest new money bond proceeds in the county treasury pool as required by law. (Education Code 15146)

The management of public funds shall enable the district to respond to changes in markets or changes in payment or construction schedules so as to ensure liquidity and minimize risk.

Refunding/Restructuring

The district may consider refunding or restructuring outstanding debt if it will be financially advantageous or beneficial for debt repayment of debt so as to take best advantage of market conditions, provide and/or structuring flexibility, and, as practical, to recapture or maximize its debt capacity for future. When doing so, the district shall consider the maximization of the district's expected net savings over the life of the debt issuance and, when using a general obligation bond to refund an existing bond, shall ensure that the final maturity of the refunding bond is no longer than the final maturity of the existing bond.

Internal Controls

The Superintendent or designee shall establish internal control procedures to ensure that the proceeds of any debt issuance are directed to the intended use. Such procedures shall assist the district in maintaining the effectiveness and efficiency of operations, properly expending funds, reliably reporting debt incurred by the district and the use of the proceeds, complying with all laws and regulations, preventing fraud, and avoiding conflict of interest.

The district shall be vigilant in using bond proceeds in accordance with the stated purposes at the time such debt was incurred as defined in the text of the voter-approved bond measure. (Government Code 53410)

When feasible, the district shall issue debt with a defined revenue source in order to preserve the use of the general fund for general operating purposes.

The district shall annually conduct a due diligence review to ensure its compliance with all ongoing obligations applicable to issuers of debt. Such a review may be conducted by general legal counsel or bond counsel. Any district personnel involved in conducting such reviews shall receive periodic training regarding their

responsibilities.

Additionally, the Superintendent or designee shall ensure that the district completes, as applicable, all performance and financial audits that may be required for any debt issued by the district, including disclosure requirements applicable to a particular transaction.

Records/Reports

At least 30 days prior to the sale of any debt issue, the Superintendent or designee shall submit a report of the proposed issuance to the California Debt and Investment Advisory Commission (CDIAC). Such report shall include a self-certification that the district has adopted a policy concerning the use of debt that complies with law and that the contemplated debt issuance is consistent with that policy. (Government Code 8855)

Following a bond issuance, by each subsequent January 31, the district shall submit an annual report to CDIAC that consists of the following information for a reporting period of the prior July 1 to June 30, inclusive: (Government Code 8855)

Section 6.02. Use of Proceeds

~~The District shall be vigilant in using bond proceeds in accordance with the stated purposes at the time such debt was incurred. In furtherance of the policy debt authorized, issued, authorized but unissued, and in connection with the issuance of all GO Bonds:~~

- ~~1. As required by Government Code Section 53410, the District shall only use GO Bond proceeds debt for the purposes approved by the District's voters; and~~
-
- ~~2. The CBO shall have the responsibility, no less often than annually, to provide to the District's Board of Trustees a written report which shall contain at least the following information:~~
-
- ~~a. 1. The amount of the Bonds proceeds received and expended authorization has lapsed during the applicable reporting period; and~~

- ~~b. The status of the acquisition, construction or financing of the school facility projects, as identified in any applicable bond measure, with the proceeds of the GO Bonds.~~

~~These reports may be combined with other periodic reports which include the same information, including but not limited to, periodic reports made to the California Debt and Investment Advisory Commission, or continuing disclosure reports or other reports made in connection with the GO Bonds. These requirements shall apply only until the earliest of the following: (i) all the GO Bonds are redeemed or defeased, but if the GO Bonds are refunded, such provisions shall apply until all such refunding bonds are redeemed or defeased, or (ii) all proceeds of the GO Bonds, or any investment earnings thereon, are fully expended.~~

- ~~3. The District shall post on the District website the Annual Report of the District's Independent Bond Oversight Committee which has been given the responsibility to review the expenditure of GO Bond proceeds to assure the community that all GO Bond funds have been used for the construction, renovation, repair, furnishing and equipping of school facilities, and not used for teacher or administrator~~

salaries or other operating expenses.

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4. ~~The District shall hire an independent auditor to perform an annual independent financial and performance audit of the expenditure of GO Bond proceeds, and to post such audits on the District website.~~

2. -The principal balance at the beginning of the reporting period, the principal paid during the reporting period, and the remaining principal outstanding at the end of the reporting period

-

3. The use of proceeds of issued debt including the amount of proceeds available at the beginning of the reporting period, the proceeds spent during the reporting period and the purposes for which they were spent, and the proceeds remaining at the end of the reporting period

The Superintendent or designee shall provide initial and any annual or ongoing disclosures required by 17 CFR 240.10b-5 and 240.15c2-12 to the Municipal Securities Rulemaking Board, investors, and other persons or entities entitled to disclosure, and shall ensure that the district's disclosure filings are updated as needed.

The Superintendent or designee shall maintain transaction records of decisions made in connection with each debt issuance, including the selection of members of the financing team, the structuring of the financing, selection of credit enhancement products and providers, and selection of investment products. Each transaction file shall include the official transcript for the financing, interest rates and cost of issuance on the day when the debt was sold ("final number runs"), and a post-pricing summary of the debt issue. Additionally, documentation evidencing the expenditure of proceeds, the use of debt-financed property by public and private entities, all sources of payment or security for the debt, and investment of proceeds shall be kept for as long as the debt is outstanding, plus the period ending three years after the financial payment date of the debt or the final payment date of any obligations or series of bonds issued to refund directly or indirectly all of any portion of the debt, whichever is later.

The Superintendent or designee shall annually report to the Board regarding debt issued by the district, including information on actual and projected tax rates, an analysis of bonding capacity, ratings on the district's bonds, market update and refunding opportunities, new development for California bond financings, and the district's compliance with post-issuance requirements.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy Gabler

FROM: Cruz Sanchez-Leal

DATE: 3/2/2026

FOR: Board Meeting
 Superintendent's Cabinet

FOR: Information
 Action

Date you wish to have your item considered: 3/11/2026

ITEM: Regulation 6159.4: Behavioral Interventions For Special Education Students

PURPOSE: Regulation updated to reflect the requirement for the district's data on the use of seclusion and behavioral restraint to be reported on the district's website and submitted to the California Department of Education, and NEW LAW (SB 483, 2024) which prohibits the use of prone restraint and prone containment.

FISCAL IMPACT: None

RECOMMENDATIONS: Receive Updates

Regulation 6159.4: Behavioral Interventions For Special Education Students

Status:

ADOPTED

Original Adopted Date: 05/16/2001 | Last Revised Date: 10/22/2014 | Last Reviewed Date:

10/22/2014

Generally, any student identified as a student with a disability pursuant to the Individuals with Disabilities Education Act, 20 USC 1400-1482, is subject to the same disciplinary measures applicable to all students for violations of the code of conduct, except when the student's behavior is determined to be a manifestation of ~~his/her~~ the student's disability.

However, when the behavior of a student with a disability impedes ~~his/her~~ the student's learning or the learning of others, the student's individualized education program (IEP) team shall consider the use of positive behavioral interventions and supports and other strategies consistent with 20 USC 1414(d) to address the student's behavior. (Education Code 56521.2; 34 CFR 300.324)

If, pursuant to a manifestation determination conducted as specified in 34 CFR 300.530, the student's behavior is determined to be a manifestation of ~~his/her~~ the student's disability, the IEP team shall conduct a functional behavioral assessment (FBA) and implement a behavioral intervention plan (BIP) for the student. If a BIP is already in place for the student, the IEP team shall review and modify the BIP to address the student's behavior. (Education Code 56520; 34 CFR 300.324, 300.530)

In addition, when the disciplinary removal of a student with a disability will result in a change in the student's placement as specified in 34 CFR 300.530, the student shall receive an FBA and behavioral intervention services and modifications designed to address the student's behavior so that it does not recur. (34 CFR 300.530)

Functional Behavioral Assessment

Any FBA to be conducted for a student with a disability shall focus on identifying the function or purpose of the student's behavior.

Before any FBA is conducted, the Superintendent ~~or~~ designee shall notify the student's parent/guardian in accordance with Education Code 56321 and obtain the parent/guardian's consent. (Education Code 56321; 34 CFR 300.324)

If the parent/guardian disagrees with the result of an FBA, ~~he/she~~ the parent/guardian has the right to obtain an independent educational evaluation at district expense, subject to the conditions specified in 34 CFR 300.502.

Behavioral Intervention Plan and Services

When any behavioral intervention, support, or other strategy is to be used by the district, the Superintendent or designee shall consider the student's physical freedom and social interaction, administer the intervention, support, or other strategy in a manner that respects the student's dignity and personal privacy, and ensure the student's right to be placed in the least restrictive educational environment. (Education Code 56520)

When a student for whom a BIP is to be developed is also the responsibility of another agency for residential care or related services, the Superintendent or designee shall cooperate with the other agency to ensure that the BIP, to the extent possible, is developed and implemented in a consistent manner. (Education Code 56520)

~~When a student for whom a BIP is to be developed is also the responsibility of another agency for residential care or related services, the Superintendent or designee shall cooperate with the other agency to ensure that the BIP, to the extent possible, is implemented in a consistent manner. (Education Code 56520)~~

Behavior assessments and behavioral intervention services shall be provided only by individuals who possess the qualifications specified in Education Code 56525 or 5 CCR ~~3065~~ 3051.23.

Emergency Interventions

Emergency interventions may be used only to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the student or others and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. Emergency interventions shall not be used as a substitute for a systematic BIP that is designed to change, replace, modify, or eliminate a targeted behavior. (Education Code 56521.1)

No emergency intervention shall be used for longer than is necessary to contain the behavior. For any situation that requires a prolonged use of an emergency intervention, staff shall seek assistance of the principal or law enforcement agency, as applicable to the situation. (Education Code 56521.1)

~~enforcement agency, as applicable to the situation. (Education Code 56521.1)~~

Emergency interventions shall not involve the use of force exceeding what is reasonable and necessary under the

circumstances. In addition, use of locked seclusion, prone restraint, or a device, material, or objects that simultaneously immobilize all hands and feet shall not be allowed except as allowed authorized by law. (Education Code 56521.1)

Parents/guardians and, if appropriate, residential care providers shall be notified within one school day whenever emergency intervention is used or serious property damage occurs. A behavior emergency report shall immediately be completed, kept in the student's file, and forwarded to the Superintendent or designee for review. This report shall include all of the following information: (Education Code 56521.1)

1. The name and age of the student
2. The setting and location of the incident
3. The name of the staff or other persons involved
4. A description of the incident and the emergency intervention used
5. A statement of whether the student is currently engaged in a systematic BIP
6. Details of any injuries sustained by the student or others, including staff, as a result of the incident

If the behavior emergency report is for a student who does not have a BIP, the Superintendent or designee shall, within two days, schedule an IEP team meeting to review the emergency report, determine the necessity for an FBA, and determine the necessity for an interim BIP. The IEP team shall document the reasons for not conducting the FBA and/or not developing the interim BIP. (Education Code 56521.1)

If the behavior emergency report is for a student who has a BIP, any incident involving a previously unseen serious behavior problem or where a previously designed intervention is not effective shall be referred to the IEP team. The IEP team shall review the incident and determine whether the student's plan needs to be modified. (Education Code 56521.1)

The Superintendent or designee shall annually collect data on the number of times that seclusion, mechanical restraint, and physical restraint were used on students and the number of students subjected to such techniques. The data shall be disaggregated by race/ethnicity and gender, and reported for students with a Section 504 plan, students with an IEP, and all other students. This report shall be posted on the district's website and submitted to the California Department of Education no later than three months after the end of each school year and shall be available as a public record pursuant to Government Code 7920.000-7930.215. (Education Code 49006) **Prohibited Interventions**

The district prohibits the use of corporal punishment as defined in Education Code 49001 as an intervention. In addition, the district prohibits all of the following: (Education Code 56521.2)

1. Any intervention designed or likely to cause physical pain, including, but not limited to, electric shock
2. Any intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances near the student's face
3. Any intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities
4. Any intervention that is designed to subject, used to subject, or likely to subject the student to verbal abuse, ridicule, or humiliation or that can be expected to cause excessive emotional trauma
5. Any restrictive intervention that uses a device, material, or objects which simultaneously immobilize all hands and feet, including the procedure known as prone containment, ~~except that prone containment or similar techniques may be used by trained staff as a limited emergency intervention~~

6. Prone restraint

~~6-7.~~ Locked seclusion, unless in a facility otherwise licensed or permitted by state law to use a locked room

~~7-8.~~ Any intervention that precludes adequate supervision of the student

~~8-9.~~ Any intervention that deprives the student of one or more of his/her the student's senses

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy Gabler

FROM: Cruz Sanchez-Leal

DATE: 3/2/2026

FOR: Board Meeting
 Superintendent's Cabinet

FOR: Information
 Action

Date you wish to have your item considered: 3/11/2026

ITEM: Administrative Regulation 5131.41 - Use of Seclusion and Restraint

PURPOSE: Regulation updated to reflect NEW LAW (SB 483, 2024) which prohibits the use of prone restraint and prone containment, and add the requirement that the district's data on the use of seclusion and behavioral restraint be reported on the district's website.

FISCAL IMPACT: None

RECOMMENDATIONS: Receive Updates

Board Policy Manual
Hanford Elementary School
District

Regulation 5131.41: Use Of Seclusion And Restraint Original Adopted Date: 05/24/2023 |
Last Reviewed Date: 05/24/2023

Status:
ADOPTED

District staff shall enforce standards of appropriate student conduct in order to provide a safe and secure environment for students and staff on campus, but are prohibited from using seclusion and behavioral restraint to control student behavior except as authorized by law when the behavior poses a clear and present danger of serious physical harm to the student, other students, or others on campus, and that cannot be immediately prevented by a less restrictive response.

Definitions

Behavioral restraint includes mechanical restraint or physical restraint used as an intervention when a student presents an immediate danger to self or to others. Behavioral restraint does not include postural restraints or devices used to improve a student's mobility and independent functioning rather than to restrict movement. (Education Code 49005.1)

Mechanical restraint means the use of a device or equipment to restrict a student's freedom of movement. Mechanical restraint does not include the use of devices as prescribed by an appropriate medical or related services professional, including, but not limited to, adaptive devices or mechanical supports used to achieve proper body position, balance, or alignment; vehicle safety restraints during the transport of a student; restraints for medical immobilization; or orthopedically prescribed devices which permit a student to participate in activities without risk of harm. Mechanical restraint also does not include the use of devices by peace officers or security personnel for detention or for public safety purposes. (Education Code 49005.1)

Physical restraint means a personal restriction that immobilizes or reduces the ability of a student to move the torso, arms, legs, or head freely. Physical restraint does not include a physical escort in which a staff member temporarily touches or holds the student's hand, wrist, arm, shoulder, or back for the purpose of inducing a student who is acting out to walk to a safe location. Physical restraint also does not include the use of force by peace officers or security personnel for detention or for public safety purposes. (Education Code 49005.1)

~~*Prone restraint* means the application of a behavioral restraint on a student in a facedown position. (Education Code 49005.1)~~

Seclusion means the involuntary confinement of a student alone in a room or an area from which the student is physically prevented from leaving. Seclusion does not include a timeout involving the monitored separation of the student in an unlocked setting, which is implemented for the purpose of calming the student. (Education Code 49005.1)

Prohibitions

Seclusion and behavioral restraint of students shall not be used in any form as a means of coercion, discipline, convenience, or retaliation. (Education Code 49005.8)

~~In addition~~ **Additionally**, staff shall not take any of the following actions: (Education Code 49005.2, 49005.8)

1. Administer a drug that is not a standard treatment for a student's medical or psychiatric condition in order to control the student's behavior or restrict the student's freedom of movement
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use as a locked room

3. Use a physical restraint technique that obstructs a student's respiratory airway or impairs a student's breathing or respiratory capacity, including a technique in which a staff member places pressure on the student's back or places the staff member's body weight against the student's torso or back
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, the use of a pillow, blanket, carpet, mat, or other item to cover a student's face
5. ~~Place~~ Use prone restraint, defined as the application of a behavioral restraint on a student in a facedown position ~~with the student's hands held or restrained behind the student's back~~ for any period of time and includes prone containment (Education Code 49005.1)
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present
 - ~~6.~~ danger of serious physical harm to the student or others

Limited Use of Seclusion or Restraint

Staff shall avoid the use of seclusion and behavioral restraint of students whenever possible. Seclusion or behavioral restraint may be used only to control student behavior that poses a clear and present danger of serious physical harm to the student or others, which cannot be immediately prevented by a response that is less restrictive. (Education Code 49005.4, 49005.6, 49005.8)

When used, seclusion or restraint shall not be applied for longer than is necessary to contain the dangerous behavior. For any situation that requires a prolonged use of an emergency intervention, staff shall seek the assistance of the principal or law enforcement agency, as applicable to the situation. (Education Code 56521.1)

If a student is put in seclusion, the student shall be under constant, direct observation of a staff member. Such observation may be through a window or another barrier through which the staff member is able to make direct eye contact with the student, but shall not be made through indirect means such as a security camera or closed-circuit television. (Education Code 49005.8)

If a student is restrained, staff shall afford the student the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the student and others. (Education Code 49005.8)

~~If a prone restraint technique is used on a student, a staff member shall observe the student for any signs of physical distress throughout the use of the restraint. Whenever possible, the staff member monitoring the student shall not be involved in restraining the student. (Education Code 49005.8)~~

Seclusion or restraint may only be applied to a student with disabilities in accordance with rules specified in ~~AR~~ Administrative Regulation 6159.4 - Behavioral Interventions ~~For~~ for Special Education Students. Staff may not apply seclusion or restraint to students with disabilities based on assumptions or stereotypes about disabilities or students with disabilities or for behavior that would not result in restraint or seclusion for students without disabilities.

The ~~superintendent~~ Superintendent or designee shall provide training to staff in the safe and effective use of seclusion and restraint, as appropriate.

Documentation of Seclusion and Restraint

Parents/guardians and, if appropriate, residential care providers shall be notified within one school day whenever an emergency intervention is used or serious property damage occurs. (Education Code 56521.1)

A behavior emergency report shall be completed and forwarded to the Superintendent or designee for review. This report shall include: (Education Code 56521.1)

1. The name and age of the student
2. The setting and location of the incident
3. The name of the staff or other persons involved
4. A description of the incident and the emergency intervention used
5. A statement of whether the student is currently engaged in a systematic behavior intervention plan
6. Details of any injuries sustained by the student or others, including staff, as a result of the incident

Reports

The Superintendent or designee shall annually collect data on the number of times that seclusion, mechanical restraint, and physical restraint were used on students and the number of students subjected to such techniques. The data shall be disaggregated by race/ethnicity and gender, and reported for students with a Section 504 plan, students with an individualized education program, and all other students. This report shall be posted on the district's website and submitted to the California Department of Education no later than three months after the end of each school year, and shall be available as a public record pursuant to Government Code ~~6250-6270~~ 7920.000-7930.215. (Education Code 49006)

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Daniel Pierotte

DATE: 02.19.2026

FOR: Board Meeting
 Superintendent's Cabinet

FOR: Information
 Action

Date you wish to have your item considered: **03.11.2026**

**ITEM: Receive for information the revised Administrative Regulation -
 3311.3 - Design-Build Contracts**

PURPOSE:

Regulation updated to reflect **NEW LAW (SB 956, 2024)** which extends indefinitely the authorization to enter into a design-build contract for a public works project in excess of \$1,000,000. Additionally, regulation updated to add objective criteria for awarding a design-build contract, including the minimum factors of price, technical design and construction experience, and life-cycle costs over 15 years or more. In addition, regulation updated to clarify which occupations are subject to the 30 percent threshold for a skilled and trained workforce.

FISCAL IMPACT: None**RECOMMENDATIONS: - Receive for information**

7/07

ADM-018

Regulation 3311.3: Design-Build Contracts

Status: ADOPTED

Original Adopted Date: 10/25/2017 | **Last Revised Date:** 11/08/2023 | **Last Reviewed Date:** 11/08/2023

Until January 1, 2025, the

~~The Governing Board of Trustees~~ may approve a design-build contract with a single entity for both design and construction of any school facility in excess of \$1,000,000, awarding the contract to either the low bid or the best value as determined by evaluation of objective criteria. ~~(Education Code 17250.20 including the minimum factors of price; technical design and construction experience; and life-cycle costs over 15 years or more. (Education Code 17250.20, Education Code 17250.25))~~

Additionally, until January 1, 2029, the Board may approve an alternative design-build contract with a single entity for both design and construction of any school facility in excess of \$5,000,000. Such contracts may be awarded to the low bid or the best value. If the selection is based on best value, the Board shall evaluate competitive proposals, taking into consideration, ~~at a~~ the minimum, factors of design cost, general conditions, overhead, and profit as a component of the project price; technical design and construction expertise; and life-cycle costs over 15 or more years. The district's determination of price shall be based on the open book evaluation of construction subcontracts. The contract may be subject to further negotiations or amendment and may be terminated by the district if the district and the design-build entity are unable to reach an agreement. ~~— (Education Code 17250.61, 17250.62, 17250.65)~~

Design-build documents shall not include provisions for long-term project operations, but may include operations during a training or transition period. ~~— (Education Code 17250.25, 17250.62)~~

Procedures for Awarding the Contract

The procurement process for design-build and alternative design-build projects shall be as follows: ~~— (Education Code 17250.25, 17250.35, 17250.62, 17250.65; Public Contract Code 2600)~~

1. ~~Performance Specifications: The~~ specifications, which includes the district shall ~~prepare~~ preparing a set of documents setting forth the scope and estimated price of the project:

The documents may include, but are not limited to:

- a. The size, type, and desired design character of the project
- b. Performance specifications that cover the quality of materials, equipment, and workmanship
- c. Preliminary plans or building layouts

d. Any other information deemed necessary to describe adequately the district's needs

⌘. The performance specifications and any plans shall be prepared by a design professional who is duly licensed and registered in California.

-

2. ~~2.~~—Prequalification: ~~The~~, which includes the district ~~shall prepare~~ preparing and ~~issue~~ issuing a request for qualifications in order to prequalify, or develop a short list of, the design-build entities whose proposals shall be evaluated for final selection.

The request for qualifications shall include, but is not limited to, all of the following elements:

- a. Identification of the basic scope and needs of the project or contract, the expected cost range, the methodology that will be used by the district to evaluate proposals, the procedure for final selection of the design-build entity, and any other information deemed necessary by the district to inform interested parties of the contracting opportunity
- b. Significant factors that the district reasonably expects to consider in evaluating qualifications, including technical design and construction expertise, acceptable safety record, and all other non-price-related factors
- c. A standard template request for statements of qualifications prepared by the district, which shall contain all of the information required pursuant to Education Code 17250.25 or 17250.62
- d. ~~-~~ A notice that the project is subject to the skilled and trained workforce requirements specified in Public Contract Code 2600-2603

⌘. The district also may identify specific types of subcontractors that must be included in the statement of qualifications and proposal.

-

3. Request for Proposals: ~~The~~ (RFP), which includes the district ~~shall prepare a request for proposals (RFP)~~ preparing an RFP that invites prequalified or short-listed entities to submit competitive sealed proposals in a manner prescribed by the district.

The RFP shall include the information identified in Items #2a, 2b, and 2d above and the relative importance or weight assigned to each of the factors.

If the district uses a best value selection method for a project, the district may reserve the right to request proposal revisions and hold discussions and negotiations with responsive proposers, in which case the district shall so specify in the ~~request for proposals~~ RFPs and shall publish separately or incorporate into the ~~request for proposals~~ RFPs applicable procedures to be observed by the district to ensure that any discussions or negotiations are conducted in good faith.

4. Selection Based based on ~~Low Bid: For~~ low bid, which includes for those projects utilizing low bid as the final selection method, that the bidding process shall result in lump-sum bids

by the prequalified or short-listed design-build entities, and the contract shall be awarded to the lowest responsible bidder

5. Selection Based ~~based~~ on ~~Best Value: For~~ best value, which includes for those projects utilizing best value as a selection method, that the following procedures shall be used:

- a. Competitive proposals shall be evaluated using only the criteria and selection procedures specifically identified in the ~~request for proposals. RFPs~~

Criteria shall be weighted as deemed appropriate by the district. The proposal for a design-build project, as specified in Education Code 17250.25, shall, at a minimum, include price, unless a stipulated sum is specified; technical design and construction experience; and life-cycle costs over 15 or more years. The proposal for an alternative design-build project, as specified in Education Code 17250.62, shall, at a minimum, include design cost, general conditions, overhead, and profit as a component of the project price, unless a stipulated sum for the project is specified; technical design and construction expertise; and life-cycle costs over 15 or more years.

- b. Following any discussions or negotiations with responsive proposers and completion of the evaluation process, the responsive proposers shall be ranked on a determination of value provided, provided that no more than three proposers are required to be ranked
- c. The contract shall be awarded to the responsible entity whose proposal is determined by the district to have offered the best value to the public
- d. The district shall publicly announce the contract award, identifying the entity to which the award is made and the basis of the award:

This statement and the contract file shall provide sufficient information to satisfy an external audit.

Skilled and Trained Workforce

A design-build entity shall not be prequalified or short-listed unless the entity provides an enforceable commitment to the district that the entity and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or contract that falls within an apprenticeable occupation in the building and construction trades. The entity may demonstrate such commitment through a project labor agreement, by becoming a party to the district's project labor agreement, or through an agreement with the district to provide evidence of compliance on a monthly basis during the performance of the project or contract.— (Education Code 17250.25, 17250.62; Public Contract Code 2602)

Skilled and trained workforce means that all the workers performing the work are either skilled journeypersons or apprentices registered in a state-approved apprenticeship program. At least 60 percent of the skilled journeypersons employed to perform the work shall be graduates of an apprenticeship program for the applicable occupation or at least 60 percent of the hours worked by skilled journeypersons shall be performed by graduates of an apprenticeship program, with the exception of certain work performed in the following occupations ~~specified in Public Contract Code 2601,~~ which are subject to a 30 percent threshold.— (Public Contract Code 2601)

1. Acoustical installer
2. Bricklayer
3. Carpenter
4. Cement mason
5. Drywall installer or lather
6. Marble mason, finisher, or setter
7. Modular furniture or systems installer
8. Operating engineer
9. Pile driver
10. Plasterer, roofer, or waterproofer
11. Stone mason
12. Surveyor
13. Teamster
14. Terrazzo worker or finisher
15. Tile layer, setter, or finisher

If the contractor fails to provide the monthly report demonstrating compliance with the skilled and trained workforce requirements or provides an incomplete report, the district shall withhold further payments until a complete report is provided. If a report does not demonstrate compliance with the skilled and trained workforce requirements, the district shall withhold further payments until the contractor provides a sufficient plan to achieve substantial compliance with respect to the relevant apprenticeable occupation, prior to completion of the contract or project. ~~In addition~~ **Additionally**, the district shall forward to the Labor Commissioner a copy of the monthly report, any plan to achieve compliance, and the district's response to that plan.— (Public Contract Code 2602)

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Daniel Pierotte

DATE: 02.19.2026

FOR: Board Meeting
 Superintendent's Cabinet

FOR: Information
 Action

Date you wish to have your item considered: **03.11.2026****ITEM: Receive for information the revised Board Policy 7131-Relations with Local Agencies****PURPOSE:**

Policy updated to add that (1) the Governing Board is required to meet with appropriate local agency recreation and park authorities to review possible methods of coordinating the planning, design, and construction of new school facilities and school sites, or major additions to existing school facilities and recreation and park facilities in the community, and (2) the district is required to recommend measures for inclusion in the city/county general plan to ensure the availability of adequate school facilities to address a new development. Additionally, policy updated to clarify material related to development within the district, including that in order to adequately mitigate additional students generated by such development, the Board may make certain findings required by law and that upon such findings, notify the city council or county board of supervisors. In addition, policy updated to add material related to a district workforce housing development.

FISCAL IMPACT: None**RECOMMENDATIONS: - Receive for information**

7/07

ADM-018

Policy 7131: Relations With Local Agencies

Status: ADOPTED

Original Adopted Date: 05/16/2001 | **Last Reviewed Date:** 05/16/2001

The Board of Trustees recognizes the importance of ~~two-way communication~~ collaborating and communicating with other local agencies in order to provide the best possible school facilities and ~~make the best use of school construction funds.~~ to allocate facility resources in an effective and efficient manner. The Board and district staff shall consult and coordinate with local agencies as required by law, and ~~whenever~~ shall utilize the expertise and resources of ~~these~~ such agencies ~~can assist~~ when useful to the district in the planning, design, and construction of facilities.

The Board shall meet with the appropriate local agency recreation and park authorities to review all possible methods of coordinating the planning, design, and construction of new school facilities and school sites, or major additions to existing school facilities and recreation and park facilities in the community. (Education Code 35275)

Upon receiving notification of proposed action to adopt or substantially revise a city or county general plan, the Board may request a meeting with the local planning agency to discuss possible methods of coordinating planning, design, and construction of new school facilities and school sites. (Government Code 65352.2)

The Superintendent or designee shall monitor land development proposals within district boundaries and shall ensure that an exchange of accurate information is maintained with city/county planning staff regarding the impact of land development on the district's educational programs and facility needs ~~is maintained.~~

. When necessary, the district shall recommend measures for inclusion in the city/county general plan to ensure the availability of adequate school facilities to address the new development.

Recognizing that available funds may not suffice to eliminate overcrowding in district schools caused by new development, the Board urges the city/county to adopt in its general plan, or other appropriate planning documents, to the extent permitted by law, a provision which ensures that adequate school facilities will be available ~~to the extent permitted by law.~~

Notifications to Other Local Agencies

In order to adequately mitigate the additional students generated by new development within the district, the Board may make a finding, based on clear and convincing evidence, that: (Government Code 65971)

Impact Ordinances

~~The Board shall notify the city council or county board of supervisors whenever it finds, based on clear and convincing evidence: (Government Code 65971)~~

1. That conditions of overcrowding, as defined in Government Code 65973, exist in one or more attendance areas within the district which will impair the normal functioning of the educational programs, and the reason for the existence of those conditions
2. That all reasonable methods of mitigating conditions of overcrowding have been evaluated and no feasible method for reducing those conditions ~~exist~~exists

~~The above notice shall specify the mitigation measures considered by the district and~~ Upon making such a finding, the Board shall notify the city council or county board of supervisors of such finding. The notice shall include a completed application to the Office of Public School Construction for preliminary determination of eligibility for school construction under applicable state law. ~~(Government Code 65971)~~ (Government Code 65971)

The Superintendent or designee shall notify the appropriate city or county planning agency of the adoption of a school facility needs analysis; facilities master plan or other long-range plan; the acquisition of a school site; and any other action regarding school facilities, in accordance with law.

District Workforce Housing Development

The Superintendent or designee shall ensure that the use of district-owned real property for workforce housing is consistent with the criteria specified in Government Code 65914.7.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Daniel Pierotte

DATE: 02.19.2026

FOR: Board Meeting
 Superintendent's Cabinet

FOR: Information
 Action

Date you wish to have your item considered: **03.11.2026****ITEM: Receive for information the revised Administrative Regulation 3516.1- Fire Drills and Fires****PURPOSE:**

Regulation updated to reflect the requirement that the first emergency evacuation drill of each school year be conducted within 10 days of the beginning of classes. Additionally, regulation updated to reflect **NEW LAW (AB 2968, 2024)** which requires districts to develop a procedure to identify appropriate refuge shelters for all students and staff to be used in the event of an evacuation order by local authorities and notification to the fire department or other local authorities of the identified refuge, and, for each school in a high-risk fire zone, to (1) coordinate such procedure with the fire department or other local authorities, and (2) develop a communication and evacuation plan which can be used in the event of an early notice evacuation warning.

FISCAL IMPACT: None**RECOMMENDATIONS: - Receive for information**

7/07

ADM-018

Regulation 3516.1: Fire Drills And Fires

Status: ADOPTED

Original Adopted Date: 05/16/2001 | Last Reviewed Date: 05/16/2001

Principals

Fire Drills

The principal shall cause the fire alarm signal to be sounded at least once every month. (Education Code 32001)

The principal shall hold the first emergency evacuation drill of each school year within 10 days of the beginning of classes. (24 CCR 403.4.2)

Additionally, the principal shall hold fire drills at least once a month in all at the elementary level, four times every school year at the intermediate level, and middle schools and at least not less than twice each every school year in all high schools. (5 CCR 550)

Whenever at the secondary level. (Education Code 32001)

When the principal conducts a fire signal is given drill, all students, teachers, and other employees shall quickly be directed to leave the building in an orderly manner. Teachers shall ascertain, which may include: (5 CCR 550)

1. Notifying staff as to the schedule for fire drills

2. Ascertaining that no student remains in the building.

2. Teachers As appropriate, teachers shall be prepared to select alternate exits and shall direct their classes to these exits whenever the designated escape route is blocked.

3.

The principal or designee shall keep a record of each fire drill conducted and file a copy of this record with the office of the Superintendent or designee.

Fires

The district shall identify refuge shelters for all students and staff to be used in the event of an evacuation order by local authorities and notify the fire department or other appropriate local authority of such refuge to prioritize the safety of students and staff. (Education Code 32282)

The identification of refuge shelters at schools in a high or very high fire hazard severity zone shall be coordinated with the fire department or other appropriate local authority. Additionally, each school in a high or very high fire hazard severity zone shall prepare a communication and evacuation

plan to be used in the event of an early notice evacuation warning which allows enough time to evacuate all students and staff. (Education Code 32282)

When a fire is discovered in any part of the school, the following actions shall be taken:

1. The principal or designee shall sound fire signals, unless the school and/or building is equipped with an automatic fire detection and alarm system (Education Code 32001)
2. The principal or designee shall call 911.
3. ~~Students and adults~~ All persons shall be directed to leave the building and ~~go directly to~~ shall proceed outside to designated assembly areas.
4. Staff shall give students clear direction and supervision and help ~~retain~~ maintain a calm, and orderly response
5. In outside assembly areas, teachers shall take roll, report missing students, and provide assistance to any injured students.
5. 6. In outside assembly areas, the principal, designee and/or each department head shall account for their staff, report missing staff, and provide assistance to any injured staff
6. 7. If the fire is extensive, students shall be taken to an alternate location for protective custody until parents/guardians can pick them up or until they can be safely transported to their homes.

HANFORD ELEMENTARY SCHOOL DISTRICT
AGENDA REQUEST FORM

TO: Joy Gabler

FROM: Robert Heugly

DATE: February 27, 2026

For: Board Meeting
 Superintendent's Cabinet

For: Information
 Action

Date you wish to have your item considered: March 11, 2026

ITEM:

Consider approval of the updated Hanford Elementary School District Arts, Music, Discretionary Block Grant expenditure plan

PURPOSE:

Part of AB 181 and AB 185 established the Arts, Music, and Instructional Materials (AMIM) Discretionary Block Grant. The grant allocates funds to LEAs for five purposes

1. Standards-aligned professional development and instructional materials
2. Professional development on improving school culture
3. Diverse and culturally relevant book collections
4. Operational costs
5. COVID personal protective equipment

These funds are available for encumbrance through the 2025–26 fiscal year.

Conditions of receiving these funds, the governing board of each school district shall discuss and approve a plan for the expenditure of funds received at a regularly scheduled public meeting.

The plan was originally approved on March 22, 2023. Attached is the updated plan along with a comparison of the original plan and the update version.

FISCAL IMPACT:

The fiscal impact is detailed in the Hanford Elementary School District Arts, Music, Discretionary Block Grant expenditure plan. Total grant amount is: \$3,190,499

RECOMMENDATION:

Consider the Approval of the updated Hanford Elementary School District Arts, Music, Discretionary Block Grant expenditure plan

Arts, Music, and Instructional Materials Discretionary Block Grant ~~2022~~2026 Expenditure Plan

LEA Name:	Hanford Elementary School District		
Contact Name:	Robert Heugly		
Email Address:	rheugly@hanfordesd.org		
Phone Number:	(559) 585-3600		
Total Amount of funds received by the LEA:	<u>3,190,499</u>		

Date of adoption at a public meeting:	<u>Originally 3/22/2023 (updated 12/13/23, 4/11/25, 8/28/25, 2/20/26)</u>		
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Total Amount of funds received by the LEA:	2,173,334		
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Date of adoption at a public meeting:	<u>03/22/2023</u>		
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[AB 181 Sec. 134](#)

[AB 185 Sec. 56](#)

(a) For the 2022–23 fiscal year, the sum of three billion five hundred sixty million eight hundred eighty-five thousand dollars (\$3,560,885,000) is hereby appropriated from the General Fund to the State Department of Education to establish the Arts, Music, and Instructional Materials Discretionary Block Grant, for allocation to county offices of education, school districts, charter schools, and the state special schools to:

- (1) Obtain standards-aligned professional development and acquire instructional materials, in the following subject areas: (A) Visual and performing arts.
- (B) World languages.
 - (C) Mathematics.
 - (D) Science, including environmental literacy.
 - (E) English language arts, including early literacy.
 - (F) Ethnic studies.
 - (G) Financial literacy, including the content specified in Section 51284.5 of the Education Code. (H) Media literacy.
 - (I) Computer science.
 - (J) History-social science.

Planned Activity	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
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Musical instruments and equipment purchase including materials needed to support the music program	73,334.00 <u>63,365.79</u>	<u>11,426.08</u>			73,334.00 <u>74,791.87</u>
Textbook adoptions including standards-aligned instructional materials and supplies along with providing professional development for implementations <u>Indirect Costs</u>	<u>3,000.00</u>		2,100,000		2,100 <u>3,000.00</u>
Subtotal	73,334.00 <u>66,365.79</u>	<u>11,426.08</u>	<u>2,100,000.00</u>		2,173,334.00 <u>77,791.87</u>

- (2) Obtain instructional materials and professional development aligned to best practices for improving school climate, including training on deescalation and restorative justice strategies, asset-based pedagogies, antibias, transformative social-emotional learning, media literacy, digital literacy, physical education, and learning through play.

Planned Activity	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
<u>Instructional Materials</u>				<u>34,238.00</u>	<u>34,238.00</u>
<u>Software Licenses</u>				<u>2,640.00</u>	<u>2,640.00</u>
<u>Indirect Costs</u>				<u>2,165.38</u>	<u>2,165.38</u>
Subtotal				<u>39,043.38</u>	<u>39,043.38</u>

- (3) Develop diverse book collections and obtain culturally relevant texts, including leveled texts, in both English and pupils' home languages, to support pupils' independent reading. It is the intent of the Legislature that these book collections and culturally relevant texts be used to provide support for pupils through the establishment of site-based school and classroom libraries that are culturally relevant to pupils' home and community experiences and be available in English, pupils' home language, or a combination of more than one language.

Planned Activity	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Subtotal					

- (4) Operational costs, including but not limited, to retirement and health care cost increases.

Planned Activity	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
<u>Educational Tutors</u>			<u>\$391,337.44</u>	<u>\$258,013.00</u>	<u>649,350.44</u>
<u>TK Tutors</u>			<u>\$505,690.10</u>	<u>\$934,344.00</u>	<u>1,440,034.10</u>
<u>SPED Instructional Aides</u>			<u>\$107,200.00</u>	<u>\$105,627.00</u>	<u>212,827.00</u>
<u>SPED Teachers (including RSP & SDC)</u>				<u>\$455,671.00</u>	<u>455,671.00</u>
<u>Independent Study Teacher</u>				<u>\$166,947.00</u>	<u>166,947.00</u>
<u>Indirect</u>			<u>\$45,000.00</u>	<u>\$103,834.62</u>	<u>148,834.62</u>
Subtotal			<u>1,049,227.54</u>	<u>2,024,436.62</u>	<u>3,073,664.16</u>

(5) As related to the COVID-19 pandemic, acquire personal protective equipment, masks, cleaning supplies, COVID-19 tests, ventilation upgrades, and other similar expenditures, if they are necessary to keep pupils and staff safe from COVID-19 and schools open for in-person instruction.

Planned Activity	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Subtotal					

(6)

Planned Activity	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Subtotal					

Summary of Expenditures

Total Planned Expenditures by the LEA:	2,173,334.00 <u>3,190,499.41</u>
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(b) The Superintendent of Public Instruction shall apportion funds proportionally to county offices of education, school districts, charter schools, and the state special schools on the basis of an equal amount per unit of average daily attendance for kindergarten and grades 1 to 12, inclusive, as those numbers were reported as of the second principal apportionment for the 2021–22 fiscal year. The average daily attendance for each state special school shall be deemed to be 97 percent of the enrollment as reported in the California Longitudinal Pupil Achievement Data System as of the 2021–22 Fall 1 Submission.

(c) Funding appropriated pursuant to this section shall be available for encumbrance through the 2025–26 fiscal year. Local educational agencies are encouraged, but not required, to proportionally use resources received pursuant to this section for the purposes noted in paragraphs (1) to (5), inclusive, of subdivision (a) and to support arts and music education programs.

(d) For purposes of this section, standards-aligned instructional materials includes, but is not limited to, books for school and classroom libraries.

(e) The governing board or body of each school district, county office of education, or charter school receiving funds pursuant to this section shall discuss and approve a plan for the expenditure of funds received pursuant to this section at a regularly scheduled public meeting. It is the intent of the Legislature that each school district, county office of education, or charter school expend any resources received pursuant to this section consistent with their governing board or body approved plan.

Planned Activity	Budgeted 2022-23	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per 2025-26	Total Budgeted Activity
<u>startcollapse</u>							
Subtotal Section (1)	<u>66,365.79</u>	73,334.00 <u>11,426.08</u>			<u>2,100,000.00</u>	<u>77,791.87</u>	<u>2,173,334.00</u>
Planned Activity	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per 2025-26	Total Budgeted Activity	
Subtotal Section (2)					<u>39,043.38</u>	<u>39,043.38</u>	
Subtotal Section (4)				<u>1,049,227.54</u>	<u>2,024,436.62</u>	<u>3,073,664.16</u>	
Totals by year	73,334.00 <u>66,365.79</u>	0.00 <u>11,426.08</u>	2,100,000.00 <u>1,049,227.54</u>	0 <u>2,063,480.00</u>	2,173,334.00 <u>3,190,499.41</u>		

Total planned expenditures by the LEA:
<u>2,173,334.00</u> <u>3,190,499.41</u>

General Instructions

This example template is provided as a resource as one way to develop an expenditure plan for the Arts, Music, and Instructional Materials Discretionary Block Grant of 2022. LEAs are cautioned to refer to AB 181, Sec. 134, (amended by AB 185, Sec. 56) for all program requirements. Please verify all calculations/formulas before finalizing the plan.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Daniel Pierotte

DATE: March 2, 2026

FOR: Board Meeting
 Superintendent's Cabinet

FOR: Information
 Action

Date you wish to have your item considered: **March 11, 2026****ITEM:**

(Ratify) Forensic Analytical Consulting Services – Proposal for Monroe Elementary School Classrooms Modernization Hazardous Building Materials Project Oversight and Clearances (FACS# PJ90990)

PURPOSE:

To ensure compliance with California state regulations and standards, it is necessary for the school district to engage professional consultants, such as engineers and environmental specialists, when designing and constructing Division of the State Architect (DSA)-approved school facilities. In accordance with **Education Code §§ 17280–17317** and the building standards outlined in **Title 24 of the California Code of Regulations**, all school construction and modernization projects must be supervised and reviewed by qualified professionals. This process ensures that plans meet safety, structural, and environmental requirements, thereby protecting the health and well-being of students, staff, and the broader community.

FISCAL IMPACT:

Proposal Fees: Not-to-Exceed \$82,650.00

RECOMMENDATIONS:

(Ratify) Approve the Proposal for Monroe Elementary School Classrooms Modernization Hazardous Building Materials Project Oversight and Clearances (FACS# PJ90990)



Forensic Analytical Consulting Services
CELEBRATING 35 YEARS OF EXCELLENCE · 1986-2021

February 19, 2026

TO Daniel Pierotte, Director
Facilities and Operations
Hanford Elementary School District
714 North White Street
Hanford, CA 93230

dpierotte@hanfordesd.org
Phone: 559.585.3628

FROM Chris Chipponeri, Director
Forensic Analytical Consulting Services, Inc.
2440 West Shaw Avenue, #105
Fresno, CA 93711

Chris.C@facs.com
Phone: 209.484.4648

RE **Proposal for Monroe Elementary School Classrooms Modernization Hazardous Building Materials Project Oversight and Clearances (FACS# PJ90990)**

Forensic Analytical Consulting Services, Inc. (FACS) is pleased to present this proposal to provide environmental health consulting services to Hanford Elementary School District as a part of the hazardous building materials abatement during modernization activities at Monroe Elementary School, located at 300 Monroe Drive in Hanford, California.

Client Objectives

Based on our correspondence, the following summarizes our understanding of your objectives:

- To renovate various wings of the school to improve learning conditions for students and teachers.
- To ensure the proper handling of hazardous material during the project to protect workers and prevent the creation of a hazard onsite.
- To seek a trusted environmental expert, as a partner, to protect public health and reduce risk and liability.

Scope of Work

Subject to the attached Fee Schedule (Attachment A), General Terms and Conditions (Attachment B), and the other provisions of this proposal, FACS will provide the following services:

1. **Provide Project Management Services**

- a. FACS personnel will assist with pre-bid site walks, pre-construction meeting, on-going construction meetings, submittal reviews and other similar items as requested by the Client for this project.

2. **Provide Project Oversight**

- a. FACS personnel will provide project oversight from the setup and commencement of hazardous materials work through the removal of the final containment area.
- b. As part of project oversight, FACS personnel will collect daily ambient air samples for asbestos and/or lead as appropriate for work being conducted. The asbestos air samples will be analyzed by phase contrast microscopy and lead air samples will be analyzed by flame atomic absorption.
- c. At the conclusion of asbestos abatement or lead remediation and detail cleaning, FACS personnel will perform a detailed visual inspection of the containment area to verify all materials have been removed and the work area is clean of all dust and debris.

- d. Once the final visual inspection has been passed, FACS personnel will collect clearance air samples in accordance with AHERA requirements. These samples will be analyzed by either phase contrast microscopy or transmission electron microscopy based on final quantity of material abated and laboratory turnaround time will be for the same day received by the laboratory.
- e. At the conclusion of work, FACS will issue a project closeout document that includes project daily logs, air sampling results, other applicable documents generated on the project by FACS, contractor project submittals and a final report. If desired by the client, this information can be provided electronically.

3. Quality assurance and quality control.

- a. FACS maintains a stringent QA/QC program in order to ensure the continued delivery of accurate and contextually appropriate technical data and solutions to our clientele and community. FACS practices are developed under the guidance of subject and industry sector practice groups consisting of FACS's leading subject matter experts. Technical oversight, including review of the Scope of Work and all work product, is provided on all projects by team members whom have demonstrated proficiency in the pertinent subject matter per the FACS QA/QC program.

4. Additional items.

- a. FACS will engage in communication, coordination and research activities as required in order to complete the above Scope of Work.
- b. During the course of the project, conditions may arise that significantly change the Scope of Work. The cost of any changes to the Scope of Work will be priced individually and agreed to by FACS and Client before additional work is performed. The additional amount will be added to the original project cost.

Timeframe

In communication with the remediation contractor for the project, they are anticipating a project duration of 56 days to complete all phases of the project. FACS understands the first phase is scheduled to commence on April 28, 2026 and have staff available to cover the project for the District.

Cost

This project will be billed on a time and material basis with a **not-to-exceed** price of **\$82,650**. The estimated cost is based on contractor-provided duration for remediation and FACS' understanding of containment areas for the project. FACS has included a rate sheet (Attachment A) to provide rates for any work performed on a time and material basis that exceeds our current Scope of Work. A table is provided below with a breakdown of costs associated with this project.

COST BREAKDOWN			
DESCRIPTION	QUANTITY	RATE	TOTAL
Project Coordinator	3	\$110	\$330
Project Management Services	10	\$180	\$1,800
Project Oversight (per day fee)	57	\$1,150	\$65,550
Bulk Asbestos Samples – Point-Count Analysis	5	\$80	\$400
Daily Ambient Air Sample – PCM Analysis (Asbestos)	50	\$18	\$900
Daily Ambient Air Sample – Flame AA Analysis (Lead)	8	\$30	\$240
Clearance Air Sample Set – TEM Analysis (Asbestos)	7	\$1,500	\$10,500
Clearance Air Sample Set – PCM Analysis (Asbestos)	4	\$155	\$620
Generate Final Report	12	\$115	\$1,725
Project Review by Technical Oversight	3	\$195	\$585
		TOTAL	\$82,650


Limitations

The proposed Scope of Work is limited to the conditions and practices observed and information made available to FACS. The methods, conclusions, and recommendations provided are based on judgment, experience and the standard of practice for professional environmental health consulting services. They are subject to the limitations and variability inherent in the methodology employed. As with all environmental investigations, this investigation is limited to the defined scope and does not purport to set forth all hazards, nor indicate that other hazards do not exist.

This proposal is valid for a period of 60 days from the date of the proposal.

Please contact me if you have any questions regarding the information provided. If this proposal is acceptable, please sign your acceptance below and return to our office by email (see above). Thank you again for your time and consideration.

Respectfully,
FORENSIC ANALYTICAL CONSULTING SERVICES, INC.


By: 
Name: Chris Chipponeri
Title: Director, Central Valley Offices

Attachment A: Fee Schedule (2025 CV)
Attachment B: General Terms and Conditions

ACCEPTANCE

Proposal for Monroe Elementary School Classrooms Modernization Hazardous Building Materials Project Oversight and Clearances (FACS# PJ90990)

The terms and conditions set forth in the above proposal, Fee Schedule (Attachment A) and General Terms and Conditions (Attachment B) are hereby accepted.

Hanford Elementary School District
By: 
Name: Daniel Pierotte
Title: Director of Facilities
Date: 2-19-26
Purchase/
Work Order #: _____



Forensic Analytical Consulting Services

www.facs.com**LABOR RATES**

DESIGNATION	HOURLY RATE
Senior CIH	\$335
CIH/Principal Scientist	\$315
Senior Project Manager	\$195
Project Manager	\$180
Project Specialist	\$135
Senior Technician	\$125
Technician	\$115
Project Coordinator	\$110
Administrative Support	\$90

Right People.**Right Perspective.****Right Now.****LABORATORY ANALYTICAL RATES (PER SAMPLE)**

ANALYSIS*	TURNAROUND TIME**					
MICROBIOLOGY	Same Day	1 Day	2 Days	3 Days	4 Days	5 Days
Non-Viable Air	\$185	\$150	\$135	\$85		
Non-Viable Bulk	\$135	\$125	\$85	\$65		
Total Coliform & E. Coli (MUG)		\$180	\$135			
ASBESTOS	Same Day	1 Day	2 Days	3 Days	4 Days	5 Days
PCM (air)	\$31	\$26	\$24	\$22	\$20	\$18
TEM (air)	\$300	\$225	\$200	\$175	\$150	\$125
PLM ≤ 3 LAYERS (bulk)	\$44	\$39	\$34	\$30	\$28	\$25
PLM > 3 LAYERS bulk	\$70	\$55	\$50	\$45	\$41	\$38
METALS	Same Day	1 Day	2 Days	3 Days	4 Days	5 Days
Lead – Atomic Absorption	\$70	\$60	\$50	\$40	\$35	\$30
SMOKE	Same Day	1 Day	2 Days	3 Days	4 Days	5 Days
Particle Identification – Smoke	\$550	\$350	\$275	\$225	\$175	\$145

*Listed analyses and pricing are not exhaustive, but are representative of our most requested items
 **Turnaround time = total business days to receive results after sample receipt at laboratory

MISCELLANEOUS

Mileage: Cost plus 15%
 Reimbursables: Cost plus 15%
 Equipment and Consumables: Cost plus 15%
 Off-Hours Lab Opening Fee: \$400

Deposition/Testimony: Labor Rate x 1.5
 Emergency Response: Labor Rate x 2
 Overtime: Labor Rate x 1.5

2025 Central Valley Fee Schedule
 Please contact us for a complete list of services.

Right People. Right Perspective. Right Now.

GENERAL TERMS AND CONDITIONS

ALL ORDERS FOR SERVICES SET FORTH IN FORENSIC ANALYTICAL CONSULTING SERVICES, INC'S SCOPE OF WORK (THE "SERVICES") SHALL BE COVERED BY THE FOLLOWING EXPRESS TERMS AND CONDITIONS WHICH SHALL CONSTITUTE THE ENTIRE CONTRACT (THE "CONTRACT") BETWEEN FORENSIC ANALYTICAL CONSULTING SERVICES, INC. ("FACS") AND THE CLIENT ("CLIENT").

1. **TERMS AND CONDITIONS.** All terms and conditions relating to the rendering of services by FACS are set forth herein. The Proposal, including its Attachments, (the "Proposal") contains the final and complete agreement between the parties and there are no representations or warranties, expressed or implied, with respect to services, except as specifically set forth herein. No waiver by FACS of any default shall be deemed a waiver of any subsequent default. Failure of FACS to object to provisions contained in any order or other communication from the Client shall not be construed as a waiver of any right or remedy of FACS hereunder, nor an acceptance of any such provisions.
2. **INDEMNIFICATION.** The Client waives any claim against FACS and its directors, officers, employees, and agents, and agrees to defend, indemnify and hold FACS harmless from any claim or liability for injury or loss, including all attorney fees and defense costs, arising or allegedly arising from or in any way connected with FACS' services under this Contract, except where such claim or liability is caused by the gross negligence or willful misconduct of FACS. The Client also agrees to defend, indemnify and hold FACS and its directors, officers, employees, and agents harmless from any claim or liability, injury or loss, including all attorney fees and defense costs, arising in whole or in part from the negligent act or omission, and/or strict liability of the Client or anyone directly or indirectly employed or contracted by the Client. FACS does not guarantee the completion of performance of any contract between Client and other parties, nor is it responsible for those third parties' acts of omissions. FACS does not warranty or guaranty the safety of any place FACS provides its services.
3. **COMPENSATION.** The compensation for services will be billed in accordance with the rates stated in this Proposal. The rates are subject to change upon notification provided by FACS at its sole discretion. Time spent traveling, when in the interest of the Project, as defined herein, will be charged to the Client. Reimbursable expenses will be charged at cost plus 15%.
4. **PAYMENT TERMS.** Payment terms are Net 30 days unless FACS and Client have agreed in writing to different payment terms. FACS may, at any time, suspend performance of any service, withhold written reports, or require payment in cash, security or other adequate assurance satisfactory to FACS when, in FACS' sole opinion, the financial condition of Client or other grounds for insecurity warrant such action. FACS reserves the right to assess late charges on accounts past due at a rate of 18% per annum. Any attorney fees or other costs incurred in collecting any delinquent amount shall be paid by the Client.

For projects that will exceed 30 days in length, FACS reserves the right to invoice on a monthly basis.
5. **TAXES.** All sales taxes or use taxes, whether now existing or hereinafter imposed or modified, or taxes or duties of any nature whatsoever which may be assessed, shall be paid by the Client. In the event FACS is required to pay any such tax, the Client shall reimburse FACS upon demand. In lieu of such payment, the Client shall provide FACS with exemption certificates or other documents acceptable to taxing or customs authorities upon execution of this Proposal.
6. **CREDIT.** This Proposal is provided and accepted subject to FACS' approval of the Client's credit, determinable at any time and from time to time by FACS in its sole judgment, affecting the whole or any unfulfilled portion of this contract.
7. **LEGAL ENFORCEMENT OF GENERAL CONDITIONS.** If any portion of this Contract is found to be unenforceable, the remaining portions of the Contract shall remain in full force and effect.
8. **MODIFICATION OF AGREEMENT.** The foregoing conditions may be modified only by written agreement and signed by a duly authorized representative of FACS and the Client.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Daniel Pierotte

DATE: 02.19.2026

FOR: Board Meeting
 Superintendent's Cabinet

FOR: Information
 Action

Date you wish to have your item considered: 03.11.2026

ITEM:

Consider adoption of the following revised Administrative Regulation: AR
 3542 – School Bus Drivers

PURPOSE:

Regulation updated to include in the philosophical statement that in order to administer safe and efficient transportation of students, the district may employ its own school bus or student activity bus drivers or contract with an agency to provide such drivers. Additionally, regulation updated to reflect specified qualification and training requirements for all drivers employed to operate school buses or student activity buses. In addition, regulation updated to add, to the list of required training for drivers, training related to the district's transportation safety plan. Regulation also updated to include additional requirements for drivers employed to operate school buses or student activity buses related to length of driving time, daily log sheets, and pretrip inspections. Additionally, regulation updated to add that the Superintendent or designee retain records of school bus accident reports, including a report of each accident that occurred on public or private property involving a school bus with students aboard, including pertinent details of the accident, for 12 months from the date of the accident, and that if the accident was not investigated by the California Highway Patrol (CHP), the Superintendent or designee forward a copy of the report to the local CHP within five business days of the date of the accident.

FISCAL IMPACT: None.**RECOMMENDATIONS:**

Adopt the following revised Administrative Regulation:
 AR 3542 – School Bus Drivers

Regulation 3542: School Bus Drivers

Status: ADOPTED

Original Adopted Date: 05/21/2001 | Last Revised Date: 11/12/2025 | Last Reviewed Date: 11/12/2025

Authority

~~Students transported in a~~

In order to provide a safe and efficient student transportation service, the district may employ its own school bus or in a student activity bus shall be under the authority of, and responsible directly to, the driver of the bus. The driver shall be held responsible for the orderly conduct of the students while they are on the bus drivers or being escorted across a street, highway or road. (5 CCR 14103)

~~A bus driver shall have the authority to discontinue the operation of a~~ may contract with an agency that provides such transportation service. Such school bus whenever he/she determines that it is unsafe to continue.

~~Administrative or student activity bus drivers shall be required to comply with Board Policy 3540 - Transportation and other applicable district policies and~~ regulations related to bus driver authority shall be made available to parents/guardians, students, teachers and other interested parties. (5 CCR 14103)

Qualifications

All drivers employed to operate a school bus or student activity bus shall: (Education Code 39877, 39878)

1. Hold a valid California driver's license for the appropriate class of vehicle
2. Be at least 18 years of age
3. Pass a criminal background check, including fingerprint clearance consistent with Education Code 45125 for district employees and Education Code 45125.1 for all other compensated drivers
4. Have a satisfactory driving record that does not include any of the following:
 - a. Within three years, has committed any violation that results in a conviction assigned a violation point count of two or more, as defined in Vehicle Code 12810 and 12810.5
 - b. Within three years, has had driving privilege suspended, revoked, or on probation for any reason involving the unsafe operation of a motor vehicle

- c. Has been determined by the Department of Motor Vehicles (DMV) to be a negligent or incompetent operator
- 5. Not have demonstrated irrational behavior to the extent that a reasonable and prudent person would have reasonable cause to believe that the driver's ability to perform the duties of a driver may be impaired
- 6. Not have been convicted of an offense listed in Vehicle Code 13370(a)(1), (a)(5) or (b)
- 7. Provide the district or the private entity contracting with the district a report showing the driver's current public record as recorded by the DMV and participate in the DMV's pull-notice system
- 8. Comply with the district's drug and alcohol testing in accordance with Administrative Regulation 4112.42 - Drug and Alcohol Testing for School Bus Drivers, subject to the cannabis discrimination limitations specified in Government Code 12954
- 9. Complete a medical examination not more than two years prior to the driver performing student transportation by a qualified health professional
 - a. The driver shall provide a copy of the medical certificate to the district or the private entity contracting with the district
 - b. The driver shall complete a medical examination pursuant to this paragraph every two years after the initial examination and provide a copy of the medical examiner's certificate of clearance to the district or the private entity contracting with the district
 - c. Within the same month of reaching age 65 years, and annually thereafter, the driver shall undergo a medical examination and provide a copy of the medical examiner's certificate of clearance to the district or the private entity contracting with the district
- 10. Submit and clear a tuberculosis risk assessment pursuant to Education Code 49406

Additionally, all drivers employed to operate school buses or student activity buses shall possess, and ~~shall retain~~ in their immediate possession while operating the bus, ~~the following documents:~~ (Vehicle Code ~~12517, 12517.4~~)

- 1. ~~A valid driver's license issued by the California Department of Motor Vehicles (DMV) for the appropriate class of vehicle to be driven and endorsed for school bus and/or passenger transportation.~~
- 2. ~~A~~ a certificate issued by the California Highway Patrol (CHP) which permits the operation of school buses or student activity buses, as applicable.

(Vehicle Code 12517, 12517.4)

The Superintendent or designee may use an electronic fingerprinting system, managed by the California Department of Justice, to fingerprint an applicant for an ~~original~~ initial certificate to drive a school bus or student activity bus. (Vehicle Code 12517.3)

When initially applying for or renewing a license or certificate to drive a school bus or student activity bus, and annually upon reaching age 65 years, the driver shall submit to the DMV and to the Superintendent or designee a report of a medical examination conducted in accordance with the timelines and procedures specified in Vehicle Code 12517.2. ~~(Vehicle Code 12517.2; (13 CCR 1234)~~

The Superintendent or designee shall notify each driver of the expiration date of ~~his/her~~ the individual's driver's license, certificate, and medical certificate, and shall ensure each document is renewed prior to expiration. (13 CCR 1234)

~~School bus and student activity bus drivers shall be subject to drug and alcohol testing in accordance with Board policy and the requirements of federal law.~~

The Superintendent or designee shall notify the DMV within five days whenever any driver refuses, fails to comply, or receives a positive test result on a drug or alcohol test; is dismissed for a cause related to student transportation safety; or is reinstated after being dismissed for a cause related to student transportation safety. (Vehicle Code 1808.8, 13376)

Training

In addition to any other training required to obtain or renew the certificate authorizing operation of a school bus or student activity bus, drivers shall receive training which includes, but is not limited to:

~~First aid practices deemed necessary for school bus drivers, through a course of instruction that prepares drivers to pass the related DMV examination. (Vehicle Code 12522)~~

1. The proper installation of mobile seating devices in the bus securement systems (Education Code 56195.8)
2. The proper actions to be taken in the event that a school bus is hijacked (Education Code 39831)

Responsibilities

3. The district's Transportation Safety Plan

All drivers employed to operate school buses or student activity buses shall complete training at least equivalent to the American Red Cross first aid training program, or hold a valid and current first aid certificate issued by the American Red Cross or equivalent. Additionally, all drivers shall complete training sufficient to gain proficiency in all of the following: (Education Code 39877, 39878)

- a. Pretrip vehicle inspections

- b. Safe loading and unloading of passengers
- c. Proper use of seatbelts and child safety restraints
- d. Handling accidents, incidents, and emergency situations
- e. Providing proper accommodations for students with disabilities
- f. Defensive driving
- g. Operations in inclement weather
- h. Operations at night or under impaired visibility conditions

To determine any other needs for professional development, the Superintendent or designee shall periodically review accident reports involving district drivers and may seek input from drivers, district and school administrators, students, and/or other stakeholders on desired topics for professional development.

Authority

Students transported in a school bus or student activity bus shall be under the authority of, and responsible directly to, the driver of the bus. The driver shall be held responsible for the orderly conduct of the students while they are on the bus or being escorted across a street, highway, or road. (5 CCR 14103)

The driver shall have the authority to discontinue the operation of a school bus or student activity bus whenever the driver determines that it is unsafe to continue.

This regulation and Administrative Regulation 5131.1 - Bus Conduct shall be made available to parents/guardians, students, teachers, and other interested parties. (5 CCR 14103)

Responsibilities

The driver's primary responsibility is to safely transport students to and from school and school activities. ~~He/she~~**The driver** shall follow procedures contained in district plans and regulations pertaining to transportation safety

The driver shall stop to load or unload students only at school bus stops designated by the Superintendent or designee, or authorized by the Superintendent or designee for school activity trips. (Vehicle Code 22112)

The driver shall activate the amber warning light system, flashing red signal lights, and stop arm signal and shall escort students in accordance with Vehicle Code 22112.

The driver shall not require any student to leave the bus en route between home and school or other destinations. (5 CCR 14103)

The driver shall not drive a school bus or student activity bus while using a wireless telephone or using a wireless communications device for text-based communication, except when otherwise

authorized by law and ~~AR 3543 – Transportation Safety and Emergencies.~~ Administrative Regulation 3543 - Transportation Safety and Emergencies.

All drivers employed to operate school buses or student activity buses shall not drive for more than 10 hours within a work period, or after the end of the 16th hour after coming on duty following eight consecutive hours off duty. Additionally, drivers shall maintain a daily log sheet and complete the daily pretrip inspection of the vehicle before the vehicle is driven. The pretrip inspection shall include a check of the vehicle for fluid leaks and the operability of all lights and the brakes, each of which shall be initialed by the driver. (Education Code 39877, 39878)

The driver shall report at the completion of each day's work on each vehicle operated by the driver, all of the following to the Superintendent or designee:

~~The driver shall report the following to the Superintendent or designee:~~

1. The condition of the driver's bus at the completion of each work day. (13 CCR 1215; 49 CFR 396.11, 396.13)
2. ~~His/her~~ The driver's duty status for each 24-hour period, including, but not limited to, the number of hours on and off duty. (13 CCR 1213)
3. Any traffic accident involving the driver's bus. (13 CCR ~~1213~~ 1219)

In addition to notifying the Superintendent or designee, the driver shall immediately notify the ~~California Highway Patrol~~ CHP of any traffic accident and, if the bus is operated under contract, ~~his/her~~ the driver's employer. (13 CCR 1219)

4. Traffic ~~Violations~~ violations by the driver
5. Consistently late school dismissals which cause transportation delays for the driver's bus
6. Overload runs by the driver
7. Recurring and serious student misbehavior on the driver's bus
8. Parent/guardian and student complaints regarding the driver or related to the driver's bus

Vehicle Idling

The driver of a school bus or student activity bus shall: do both of the following: (13 CCR 2480)

1. Turn off the bus engine upon stopping at a school or within 100 feet of a school and not restart the engine more than 30 seconds before beginning to depart.
2. Not cause or allow the bus to idle at any location greater than 100 feet from a school for more than five consecutive minutes or for an aggregated period of more than five minutes in any one hour.

However, vehicle idling may be allowed under limited conditions, including, but not limited to, ⁷⁸all of the following occasions when idling is necessary to: (13 CCR 2480)

1. Stop for an official traffic control signal or device, for traffic conditions under which the driver has no control, or at the direction of law enforcement
2. Ascertain that the bus is in safe operating condition and properly equipped
3. Operate equipment designed to safely load, unload, or transport students with disabilities
4. Operate a heater, air conditioner, defroster, or other equipment as necessary to ensure the safety or health of passengers
5. Cool down a turbo-charged diesel engine before turning off the engine
6. Recharge a battery or other energy storage unit of a hybrid electric bus or vehicle

The Superintendent or designee shall notify all drivers, upon employment and at least once per year thereafter, of the requirements specified above and the potential legal and employment consequences of failure to comply. All complaints of noncompliance shall be reviewed and remedial action taken as necessary. The Superintendent or designee shall retain records of the training and of any complaints and enforcement actions for at least three years. ~~(13 CCR 2480)~~ (13 CCR 2480)

Reports

The Superintendent or designee shall retain records of all of the following: (13 CCR 1234)

Reports

~~The Superintendent or designee shall retain records of: (13 CCR 1234)~~

1. Each driver's duty status and supporting documents provided pursuant to 13 CCR 1201 and 1213.

Such records shall be retained for six months and made available to the CHP upon request.

2. The different types of vehicles and vehicle combinations each driver has demonstrated capability to operate.
3. Records of each driver's license, certificate, medical certificate, first aid certificate, and training as specified in 13 CCR 1234.
4. Daily vehicle inspection reports prepared by drivers pursuant to 13 CCR 1215.

5. -School bus accident reports

A report of each accident that occurred on public or private property involving a school bus with students aboard, including pertinent details of the accident, shall be retained for 12 months from the date of the accident. If the accident was not investigated by CHP, the

Superintendent or designee shall forward a copy of the report to the local CHP within five⁷⁹ business days of the date of the accident.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy Gabler

FROM: Robert Heugly

DATE: September 27, 2026

For: Board Meeting
 Superintendent's Cabinet

For: Information
 Action

Date you wish to have your item considered: March 11, 2026

ITEM: Receive for Information BP/AR 5020 Parents Rights and Responsibilities

PURPOSE: Policy updated to more closely align with law, the Governing Board's belief that the district's relationship with parents/guardians is one of mutual support and respect, and that the partnership with parents/guardians is specific to their children. Additionally, policy updated to clarify that the notification parents/guardians receive regarding their rights, includes, but is not limited to, rights under the Family Educational Rights and Privacy Act (FERPA), in accordance with Board Policy/Exhibit (1) 5145.6 - Parent/Guardian Notifications. In addition, policy updated to reflect NEW COURT DECISION (Mahmoud v. Taylor) which held that the First Amendment prohibited a district from including lesbian, gay, bisexual, transgender, queer, and questioning (LGBTQ+) storybooks as part of elementary school instruction without providing parents/guardians with notice and the ability to opt their students out of that instructional content on the grounds that the storybooks substantially interfered with the religious development of their children. Policy also updated to include that the Superintendent or designee may establish a parent center at a school with a substantial number of students with a home language other than English, to encourage parent/guardian understanding of and participation in their children's educational programs.

Regulation updated to add that parent/guardian rights include notification of the opportunity to opt their child out of certain instruction, as required by state law, and NEW COURT DECISION (Mahmoud v. Taylor) which held that the First Amendment prohibited a district from including lesbian, gay, bisexual, transgender, queer, and questioning (LGBTQ+) storybooks as part of elementary school instruction without providing parents/guardians with notice and the ability to opt their students out of that instructional content on the grounds that the storybooks substantially interfered with the religious development of their children. Additionally, regulation updated to clarify that parents/guardians have the right to receive notice and information about and to opt out of (1) any psychological testing involving their child and (2) any assessment, analysis, evaluation, or monitoring of the quality or character of the student's home life. In addition, regulation updated to add that (1) parents/guardians of English learners be given any required written notification in English and the student's home language, and (2) that the rights of parents/guardians be exercised in accordance with applicable Board policy and administrative regulation. Regulation also updated to expand that parents/guardians may support the learning environment of their child by monitoring and prohibiting or regulating the use of social media and other forms of online entertainment viewed by their child.

FISCAL IMPACT: The district receives a series of federal grants which are impacted by this policy.

RECOMMENDATION: Approve BP/AR 5020 Parents Rights and Responsibilities

Policy 5020: Parent Rights And Responsibilities

Status: ADOPTED

Original Adopted Date: 05/16/2001 | Last Revised Date: 12/02/2025 | Last Reviewed Date: 12/02/2025

The Governing Board of Trustees recognizes that parents/guardians of district students have certain rights as well as responsibilities related to the education of their children.

The Board believes that the ~~education of the district's students~~ relationship with parents/guardians is a shared responsibility one of mutual support and respect. The Superintendent or designee shall work with parents/guardians, including parents/guardians of English learners, to determine appropriate roles and responsibilities of parents/guardians, ~~school staff and students~~ for continuing the intellectual, physical, emotional, and social development and well-being of their students ~~at each school site~~, including the means by which the ~~schools~~ district and parents/guardians can help their students achieve academic and other standards of the ~~school~~ district.

Within this framework, the ~~school's~~ district's primary responsibility shall be to provide a high-quality curriculum and instructional program in a supportive and effective learning environment that enables all students to meet the academic expectations of the school. ~~district.~~

Parents/guardians shall have the opportunity to work with schools in a mutually supportive and respectful partnership and to help their children succeed in school. ~~(Education Code 51100)~~ (Education Code 51100)

The Superintendent or designee shall ensure that district staff understand the rights of parents/guardians afforded by law, Board policy, and administrative regulation, and follow acceptable practices that respect those rights.

The Superintendent or designee shall ensure that parents/guardians receive notification regarding their rights ~~in accordance with law,~~ including, but not limited to, their rights in accordance with 20 USC 1232g and 34 CFR 99.1-99.8, the federal Family Educational Rights and Privacy Act (FERPA), and as specified in Board Policy/Exhibit (1) 5145.6 - Parent/Guardian Notifications.

When required by law, Board policy, or administrative regulation, the district shall notify parents/guardians that they may request to opt their student out of certain instruction. Students for whom the district has approved the opt out shall be offered an alternative activity of similar educational value.

The Superintendent or designee shall take all reasonable steps to ensure that all parents/guardians who speak a language other than English are properly notified in English, and in their home language, of the rights and opportunities available to them pursuant to Education Code 48985. (Education Code 51101.1)

The Superintendent or designee may establish a parent center at a school with a substantial number of students with a home language other than English, to encourage parent/guardian understanding of, and participation in, their children's educational programs. (Education Code 51101.1)

Regulation 5020: Parent Rights And Responsibilities

Status: ADOPTED

Original Adopted Date: 05/16/2001 | Last Revised Date: 12/02/2025 | Last Reviewed Date: 12/02/2025

Parent/Guardian Rights

The rights of parents/guardians of district students include, but are not limited to, the following:

1. To observe, within a reasonable period of time after making the request, the classroom(s) in which their child is enrolled or for the purpose of selecting the school in which their child will be enrolled (Education Code 51101)

Parents/guardians may observe instructional and other school activities that involve their child in accordance with Board policy and administrative regulations adopted to ensure the safety of students and staff, prevent undue interference with instruction or harassment of school staff, and provide reasonable accommodation to parents/guardians. Upon written request by ~~parents/guardians~~ a parent/guardian, the Superintendent or designee shall arrange for parental observation of a class or activity in a reasonable time frame and in accordance with Board policy and administrative regulations. (Education Code 49091.10)

2. To meet, within a reasonable time of their request, with their child's teacher(s) and the principal ~~of the school in which their child is enrolled~~ (Education Code 51101)
3. Under the supervision of district employees, to volunteer their time and resources for the improvement of school facilities and school programs, including, but not limited to, providing assistance in the classroom with the approval, and under the direct supervision, of the teacher (Education Code 51101)
4. To be notified on a timely basis if their child is absent from school without permission (Education Code 51101)
5. To receive the results of their child's performance and the school's performance on standardized tests and statewide tests (Education Code 51101)

For parents/guardians of English learners, this right shall include the right to receive the results of their child's performance on the English language development test. (Education Code 51101.1)

6. To request a particular school for their child and to receive a response from the district (Education Code 51101)
7. To have a school environment for their child that is safe and supportive of learning (Education Code 51101)

8. To examine the curriculum materials of the class(es) in which their child is enrolled (Education Code 51101; 20 USC 1232h)

Parents/guardians may inspect, in a reasonable time frame, all primary supplemental

instructional materials and assessments stored by the classroom teacher, including textbooks, teacher's manuals, films, tapes, audio and video recordings, and software, stored by the classroom teacher. (Education Code 49091.10)

Each school site shall make available to parents/guardians and others, upon request, a copy of the prospectus for each course, including the titles, descriptions and instructional aims of the course. (Education Code 49091.14)

The school may charge an amount not to exceed the cost of duplication if a hardcopy is created. (Education Code 49091.14)

~~8.~~9. To be notified of the opportunity to opt their child out of certain instruction, as required by law (Education Code 51240, 51938)

~~9.~~—To be informed of their child's progress in school and of the appropriate school personnel whom they should contact if problems arise with their child (Education Code 51101)

~~10.~~ To have access to the school records of their child. (Education Code 51101)

11. For parents/guardians of English learners, to support their child's advancement toward literacy. (Education Code 51101.1)

The Superintendent or designee may make available, to the extent possible, surplus or undistributed instructional materials to parents/guardians pursuant to Education Code 60510. (Education Code 51101.1)

12. For parents/guardians of English learners, to be informed, through the school accountability report card, about statewide and local academic standards, testing programs, accountability measures, and school improvement efforts. (Education Code 51101.1)

13. To have access to the student records of their child (Education Code 51101)

~~13.~~14. To receive information concerning the academic performance standards, proficiencies, or skills their child is expected to accomplish. (Education Code 51101)

~~14.~~15. To be informed in advance about school rules, including disciplinary rules and procedures in accordance with Education Code 48980, attendance policies, dress codes, and procedures for visiting the school. (Education Code 51101)

~~15.~~16. To be notified, as early in the school year as practicable pursuant to Education Code 48070.5, if their child is identified as being at risk of retention, and of their right to consult with school district personnel responsible for a decision to promote or retain their child and to appeal such a decision. (Education Code 51101)

~~16.~~17. To receive notice and information about and to opt out of any psychological testing the school does involving their child and to deny permission to give the test. (Education Code 51101)

~~17.~~18. To refuse to submit or to participate in receive notice and information about and to opt out of any assessment, analysis, evaluation, or monitoring of the quality or character of the student's home life, any form of parental parent/guardian screening or testing, any nonacademic home-based counseling program, parent/guardian training, or any prescribed

family education service plan, and to inspect any survey collecting personal information. (Education Code 49091.18); 20 USC 1232h)

- ~~18.~~ 19. To participate as a member of a parent advisory committee, school site council, or site-based management leadership team in accordance with any rules and regulations governing membership in these organizations. (Education Code 51101)

For parents/guardians of English learners, this right shall include the right to participate in school and district advisory bodies in accordance with federal and state law and regulations. (Education Code 51101.1)

- ~~19.~~ 20. To question anything in their child's student record that the parent/guardian feels is inaccurate or misleading or is an invasion of privacy and to receive a response from the school. (Education Code 51101)

- ~~20.~~ 21. To provide informed, written parental consent before ~~testing any student~~ their child is tested for a behavioral, mental, or emotional evaluation.

A general consent, including medical consent used to approve admission to or involvement in, a special education or remedial program or regular school activity, shall not constitute written consent for these purposes. (Education Code 49091.12)

22. For parents/guardians of English learners, to be given any required written notification, under any applicable law, in English and the student's home language pursuant to Education Code 48985 (Education Code 51101.1)

These rights shall be exercised in accordance with applicable Board policy and administrative regulation.

Parent Responsibilities

Parents/guardians may support the learning environment of their ~~children~~ child by: (Education Code 51101)

1. Monitoring attendance of their ~~children~~ child
2. Ensuring that homework is completed and turned in on time
3. Encouraging their ~~children~~ child to participate in extracurricular and cocurricular activities
4. Monitoring and prohibiting or regulating the ~~television~~ use of social media and other forms of online entertainment viewed by their ~~children~~ child
5. Working with their ~~children~~ child at home in learning activities that extend the classroom learning
6. Volunteering in their ~~children's~~ child's classroom(s) or for other school activities
7. Participating in decisions related to the education of their own ~~children~~ child or the total school program, as appropriate

HANFORD ELEMENTARY SCHOOL DISTRICT
Human Resources Department
AGENDA REQUEST FORM

TO: Joy C. Gabler
FROM: Jaime Martinez
DATE: March 2, 2026
RE: (X) Board Meeting
() Superintendent's Cabinet
() Information
(X) Action

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **March 11, 2026**

ITEM: Consider approval of personnel transactions and related matters.

PURPOSE:

a. Employment

Classified

- Grace Herman, Special Education Aide – 5.0 hrs., Roosevelt, effective 2/23/26
- Emma Semas, Yard Supervisor – 2.5 hrs., Monroe, effective 2/2/26

Temporary Employees/Substitutes

- Ashley Carvajal, Substitute Yard Supervisor, effective 2/19/26
- Ashley Desales, Substitute Yard Supervisor, effective 3/2/26
- Jazlyn Mireles, Substitute Yard Supervisor, effective 2/20/26

Temporary Out of Class Assignment

- Gladys Aldaco Parada, from READY Program Tutor – 4.5 hrs., King, to Library/Media Technician – 8.0 hrs., Lincoln, effective 2/10/26-2/27/26
- Stephanie Rubio, from Bilingual Clerk Typist II – 8.0 hrs., Simas, to School Operations Officer – 8.0 hrs., Simas, effective 2/17/26-5/13/26

Short Term Classified

- Destiny Jimenez, Short-Term Yard Supervisor – 2.5 hrs., Monroe, effective 3/2/26-3/27/26

b. Resignations

Certificated

- Victor Castrejon, Teacher, Lincoln, effective 6/5/26

- Madison Garcia, Teacher, Richmond, effective 6/5/26
- Lacie Horsting, Teacher, Roosevelt, effective 6/5/26

c. Volunteers

<u>Name</u>	<u>School</u>
Erika Ramos	Hamilton
Crystal Trevino	Hamilton
Dayanna Ortega	Lincoln
Isabella Avila	Monroe
Kathleen Boyle	Monroe
Harkiran Saran	Monroe
Caitlyn Smith	Monroe
Abbey Soto (HESD EE)	Monroe
Teresa Soto	Richmond
Rayshaun Barnes	Roosevelt
Gabriela Campana	Simas
Anthony Cardenas	Washington
Mia Alvarez	Wilson

RECOMMENDATION: Approve.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 03/02/2026

FOR: Board Meeting
 Superintendent's Cabinet

FOR: Information
 Action

Date you wish to have your item considered: 03/11/2026

ITEM:

Consider approval of Classroom Lease Agreement with the Kings County Office of Education (KCOE).

PURPOSE:

Currently, KCOE pays for the lease for classrooms from school districts across the County. As such, each district had different lease amounts per classroom. The KCOE has standardized the lease rates for all classrooms being used by KCOE.

FISCAL IMPACT:

There should be an increase in revenue of approximately \$16,000.

RECOMMENDATIONS:

Approve the Classroom Lease Agreement.

CLASSROOM LEASE AGREEMENT
between
Hanford Elementary School District
and
KINGS COUNTY OFFICE OF EDUCATION

The School District, a California public school district, hereinafter called "District" and the Kings County Office of Education, a California public county office of education, hereinafter called "KCOE" mutually agree as follows:

RECITALS

WHEREAS, District desires to lease a certain classrooms to KCOE on the grounds of the Lincoln Elementary School site; and

WHEREAS, the District owns the real property on which the subject classroom is located; and

WHEREAS, this lease would be in the best interests of both parties;

WHEREAS, the leasing of the subject real property is categorically exempt from the California Environmental Quality Act (CEQA) as the disposal of surplus property.

AGREEMENT

1. LICENSE OF PROPERTY:

District hereby leases to KCOE and KCOE leases from District, Lincoln classroom numbers 21 and 31 with a square footage of approximately 960 square feet each.

2. PURPOSE: The purpose of this Agreement is to lease certain classroom spaces for the operation of special education classrooms on the Property.

3. USE OF PROPERTY: KCOE shall use the Property solely for conducting legally allowable special education center activities. Those activities include special day classes, resources specialists, support services to district/county special education students and programs, and other services providing direct or indirect support to special education. KCOE may use the Property for services other than special education only if such use is approved by the District.

4. TERM: The term of this Agreement is from July 1, 2026 and ending June 30, 2027 unless earlier terminated in accordance with this Agreement or by operation of law.

5. COSTS AND FACILITY MAINTENANCE:

A. KCOE shall pay eight thousand dollars (\$8,000) for each classroom rental for a total of sixteen thousand dollars (\$16,000) per year.

B. KCOE shall pay an agreed upon rate for utilities consisting of gas, electricity, water and sewer to the Property on separate agreement

- C. KCOE shall provide custodial services to the classroom.
- D. District shall maintain and keep in good order, condition and repair all improvements to the Property, including but not limited to, window glass, outdoor lights (if any), signs, the exterior and interior of all buildings and other structures, and infrastructure improvements on, above and under the Property, hereinafter collectively referred to as "the Improvements." If District does not maintain the Property and Improvements, upon thirty (30) days' written notice and District's approval, KCOE may, but is not required to, provide any needed maintenance and/or make any needed repairs, all at District's cost. District shall pay such costs (or reimburse KCOE for such costs) within thirty (30) days of receipt of an invoice from KCOE.
- E. District shall install and maintain, repair and replace at its sole cost and expense, at the direction of the Fire Marshal, the necessary number of A-B-C fire extinguishers for the Property.
- F. KCOE shall comply at its sole cost and expense, with all statutes, ordinances, regulations and requirements of all local, state, and federal governmental entities.

6. **IMPROVEMENTS:**

- A. KCOE shall keep the Property and Improvements free and clear of any and all liens and encumbrances arising from the construction and any subsequent alterations or repairs. District shall have the right to post and maintain on the Property any notices that are required to protect District and District's interest in the Property from any liens for work and labor performed or materials furnished in construction or making any improvements or repairs.
- B. KCOE may make any lawful and proper minor alterations, attach fixtures, equipment and signs in or upon the Property. Any alterations made on the exterior must meet the standards of the district and are subject to the written approval of the District, which shall not be unreasonably withheld. If requested by District, such alterations, fixtures, and signs shall be removed by KCOE prior to the termination of this Agreement. Any such alterations, signs, or fixtures shall be at KCOE's sole cost and expense, and all signs shall meet with existing District signage requirements.

7. **WASTE: NUISANCE:** KCOE shall not commit, or suffer to be committed, any waste upon the Property, or any nuisance or other act or thing that may disturb the quiet enjoyment of District's real property. KCOE shall keep the Property and Improvements free and clear of all liens and encumbrances during the term of this Agreement.

8. **ACCESS BY DISTRICT:** KCOE shall permit the District to enter the Property at all reasonable times for the purpose of inspecting the Property to determine whether KCOE is complying with the lease and for the purpose of doing other lawful acts that may be necessary to protect the District's interest in the Property or to perform the District's duties under this lease.
9. **QUIET ENJOYMENT:** District covenants that KCOE shall at all times during the term of this Agreement peaceably and quietly have, hold, and enjoy the Property without suit, trouble or hindrance from or on account of District as long as KCOE fully performs hereunder.
10. **HAZARDOUS MATERIALS:**
- A. As used herein, "Hazardous Materials" is defined to mean any substance, material or waste, including asbestos and petroleum (including crude oil or any fraction thereof), which is or becomes designated, classified or regulated as being "toxic," "hazardous," a "pollutant" or similar designation under any federal, state or local law, regulation or ordinance.
 - B. District warrants that it has no knowledge of the presence of any Hazardous Materials on the Property. In the event that Hazardous materials are discovered on the Property not brought there by KCOE, District, at its sole cost and expense, shall be responsible for removal or disposal of any such materials. District shall indemnify, defend, save, protect, and hold harmless KCOE and its successors and assigns, Board members, officers, directors and employees from all liability, damages, penalties, expenses and costs, for any necessary or required remediation, repair, removal or cleanup of Hazardous Materials from the Property. KCOE shall indemnify, defend, save, protect and hold harmless, District and its successors and assigns, Board members, officers, directors and employees from all liability, damages, penalties, expenses and costs, for any necessary or required remediation, repair, removal or cleanup of Hazardous Materials resulting from KCOE's activities on the Property or KCOE's use, release or disposal of Hazardous Materials on or from the Property, including any activities, use, release or disposal by an officer, agent, employee, contractor, or subcontractor of KCOE. These provisions shall survive the termination of this Agreement.
11. **INSURANCE:**
- A. General Liability Insurance: Throughout the term of this Agreement, KCOE, at its sole cost and expense, shall maintain in full force and effect comprehensive or commercial general liability insurance covering bodily injury (including death), personal injury, and property damage, including loss

of use. KCOE shall provide District with a certificate of insurance indicating the aforementioned provisions are in effect and naming District as additional insured and including a provision for thirty (30) calendar days' notice prior to cancellation or a material change in coverage. This insurance shall be written for not less than One Million Dollars (\$1,000,000) per person, One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) for all damages or liability arising out of injury to or destruction of property.

- B. KCOE shall provide fire insurance on its own contents and personal property contained within or on the Property.

12. **STUDENT INFORMATION:** KCOE will provide student emergency information to the school for all students attending at the District site.
13. **HOLD HARMLESS:** KCOE agrees to indemnify and hold harmless District from any and all claims, costs, and liability for any damage, injury or death of or to any person or the property of any person, to the extent arising out of negligent acts, errors or omissions of KCOE, its officers, employees, Board members, agents, contractors, subcontractors or invitees. KCOE shall not be responsible for the negligence or willful misconduct of District, which results in damage to any person or property, to the extent arising out of District's negligence or willful misconduct. District agrees to indemnify and hold harmless KCOE from any and all claims, costs, and liability for any damages, injury or death of any person or the property of any person, to the extent arising out of negligent acts, errors or omissions of District, its officers, agents, employees, or invites. District shall not be liable for the negligence or willful misconduct of KCOE, which results in damage to any person or property to the extent arising out of KCOE's negligence or willful misconduct.
14. **DEFAULTS:** KCOE's failure to comply with any material term or provision of this Agreement shall constitute a default by KCOE if such failure continues for sixty (60) days after written notice of failure from District to KCOE specifying in reasonably sufficient detail the nature of said failure. If the required cure of the noticed default cannot be completed within sixty (60) days, KCOE's failure to perform shall constitute a default under this Agreement unless KCOE has attempted to cure the failure within sixty (60) days and diligently and continuously attempts to complete this cure as soon as reasonably possible. On the occurrence of an Event of Default by KCOE, District shall give KCOE written notice of such default and termination of the Agreement and if KCOE does not vacate the premises within 90 days, proceed to repossess District's real property in accordance with the law.

15. **OPTION TO RENEW:** KCOE may exercise an option to renew and extend the term of this Agreement by providing written notice to District, no later than ninety (90) days prior to the last day of the term of the Agreement, provided that at the time notice is given, KCOE is not in default under the Agreement and District agrees to the renewal in writing prior to the last day of the term of the Agreement. The renewal of the Agreement shall be upon the same terms and conditions set forth in this Agreement, or as otherwise agreed to by the parties.
16. **NOTICES AND RECORDATION:** All notices given hereunder shall be in writing and shall be deemed to have been given if personally delivered or deposited in the United States mail postage prepaid, certified or registered, return receipt requested, or overnight mail and addressed to the other party as follows or as other designated by written notice hereunder from time to time:
- To:* Kings County Office of Education
1144 West Lacey Blvd.
Hanford, CA 93230
Attn: Superintendent of Schools
- To:* Hanford Elementary School District
714 W. White Street
Hanford, CA 93230
Attn: Superintendent
17. **CANCELLATION AND REVISIONS:** This contract may be canceled or revised at any time with mutual written consent of both parties.
18. **TIME IS OF THE ESSENCE** of each and all of the terms and provisions of this Agreement.
19. **ASSIGNMENT OR SUBLEASE:** KCOE shall not have the right or assign this Agreement or any part thereof, delegate any of its duties, or sublease the Property or Improvements at any time during the term of this Agreement without prior written authorization from District.
20. **SUCCESSORS AND ASSIGNS:** The terms and provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, successors, and assigns of the respective parties hereto.
21. **SEVERABILITY:** In the event that any provision herein is held to be invalid by any court of competent jurisdiction, the invalidity of any such provision shall not materially

prejudice either District or KCOE in its respective rights and obligations contained in the valid provisions of this Agreement.

22. **WRITTEN AGREEMENT:** Neither party has relied on any promise or representation not contained in the Agreement. All previous and contemporaneous conversations, negotiations, and understandings, written or oral, are of no further force or effect and are superseded, unless such agreement is expressly incorporated herein. This Agreement is intended as the complete and exclusive statement of the parties' agreement pursuant to Code of Civil Procedure section 185. Only a writing signed by both parties may modify this Agreement. The headings of the pages and paragraphs are for convenience only and are not a part of this Agreement, nor shall they be considered by construing the intent of this Agreement.

WHEREFORE, the parties hereto, by their signatures herein below, enter into this Agreement effective on the date indicated in Section 4 of this Agreement.

Dated: _____

By: _____
Joy Gabler, HESD Superintendent

Dated: _____

By: _____
President of the Board, Hanford Elementary

Dated: 2/18/2026

By: Todd Barlow
Todd Barlow, KCOE Superintendent

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 03/02/2026

FOR: Board Meeting
 Superintendent's Cabinet

FOR: Information
 Action

Date you wish to have your item considered: 03/11/2026

ITEM:

Consider approval of Classroom Utilities Agreement with the Kings County Office of Education (KCOE).

PURPOSE:

Currently, KCOE pays for utilities for buildings that it uses to school districts across the County. As such, each district has a different method of computing the rate per building for sewer, electricity and gas. The KCOE is proposing to standardize the utility rates for all buildings being used by KCOE on school district infrastructure.

FISCAL IMPACT:

There should be an increase in revenue of approximately \$60,000.

RECOMMENDATIONS:

Approve the Classroom Utilities Agreement.

CLASSROOM UTILITIES AGREEMENT
between
Hanford Elementary School District
and
KINGS COUNTY OFFICE OF EDUCATION

The School District, a California public school district, hereinafter called "District" and the Kings County Office of Education, a California public county office of education, hereinafter called "KCOE" mutually agree as follows:

RECITALS

WHEREAS, District desires to charge KCOE for utilities for the KCOE classroom located on the grounds of the Hanford Elementary School sites; and

WHEREAS, the District owns the real property on which the subject classroom is located; and

WHEREAS, this agreement would be in the best interests of both parties;

AGREEMENT

1. **TERM:** The term of this Agreement is from July 1, 2026 and ending June 30, 2027.
2. **UTILITY COSTS:** KCOE shall pay for their proportionate share of all costs of gas, electricity, water, sewer, telephone service/internet to the property by site.

Site Location	Square Footage	Annual Utility Amount
JFK #601 (Swap for Monroe)	960 sq feet	\$2,000
Lincoln #805 (KCOE owned)	960 sq feet	\$2,000
Lincoln #21	960 sq feet	\$2,000
Lincoln #31	960 sq feet	\$2,000
MLK #300 (KCOE Owned)	1,710 sq feet	\$4,000
Roosevelt #71 (KCOE Owned)	1,710 sq feet	\$4,000
Roosevelt #63 (KCOE Owned)	960 sq feet	\$2,000
Shelly Baird #1 (KCOE Owned)	1,440 sq feet	\$4,000
Shelly Baird #2 (KCOE Owned)	1,440 sq feet	\$4,000
Shelly Baird #3 (KCOE Owned)	1,440 sq feet	\$4,000
Shelly Baird #4 (KCOE Owned)	960 sq feet	\$2,000
Shelly Baird #5 (KCOE Owned)	960 sq feet	\$2,000
Shelly Baird #6 (KCOE Owned)	960 sq feet	\$2,000
Shelly Baird #7 (KCOE Owned)	960 sq feet	\$2,000
Shelly Baird #8 (KCOE Owned)	960 sq feet	\$2,000
Shelly Baird #9 (KCOE Owned)	960 sq feet	\$2,000

Shelly Baird #10 (KCOE Owned)	960 sq feet	\$2,000
Shelly Baird #11 (KCOE Owned)	960 sq feet	\$2,000
Shelly Baird #12 (KCOE Owned)	960 sq feet	\$2,000
Shelly Baird #13	960 sq feet	\$2,000
Shelly Baird #14	960 sq feet	\$2,000
Shelly Baird Cafeteria	N/A	\$4,000
Shelly Baird Admin Offices	N/A	\$4,000
Shelly Baird Teacher's Workroom/MTU/Nurse's Station	N/A	\$4,000
Total		\$60,000

WHEREFORE, the parties hereto, by their signatures herein below, enter into this Agreement effective on the date indicated in Section 1 of this Agreement.

Dated: _____

By: _____
Joy Gabler, Hanford Elem. Superintendent

Dated: _____

By: _____
President of the Board, Hanford Elementary

Dated: 2/18/2026

By: Todd Barlow
Todd Barlow, KCOE Superintendent

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 03/02/2026

FOR: Board Meeting
 Superintendent's Cabinet

FOR: Information
 Action

Date you wish to have your item considered: 03/11/2026

ITEM:

Consider approval of the proposal from K12 Partners and Modus Design Studio, Inc. to conduct a Districtwide Facilities Needs Assessment and Facilities Master Plan.

PURPOSE:

K12 Partners, in strategic partnership with Modus Design Studio, Inc., is presenting a proposal to conduct a comprehensive Districtwide Facilities Needs Assessment (FNA) and Facilities Master Plan (FMP) for Hanford Elementary School District. The combined FNA–FMP will align future capital investments with the District’s instructional priorities, equity initiatives, and long-term enrollment projections. The cost of the agreement to complete the FNA and FMP is \$120,000.

RECOMMENDATIONS:

Approve the proposal from K12 Partners and Modus Design Studio, Inc. to conduct a Districtwide Facilities Needs Assessment and Facilities Master Plan.

January 13, 2026

Mr. David Endo

Chief Business Officer
 Hanford Elementary School District
 714 N. White Street | Hanford, CA 93230

Subject: FEE PROPOSAL: Facilities Needs Assessment & Facilities Master Plan (FNA-FMP)

Dear Mr. Endo,

Thank you for the opportunity to provide you with our services to conduct a district wide Facilities Needs Assessment (FNA) and Facilities Master Plan (FMP); together identified as FNA-FMP in this document. K12 Partners proposes to partner with Hanford Elementary School District to develop a comprehensive, FNA-FMP that directly links capital investments to the District's instructional programs, equity goals, and long-term enrollment trends.

"K12 Partners" (a division of Urban Futures, Inc.) and Modus Design Studio, Inc. ("Modus") collaborate as strategic partners to deliver FNA-FMP services. Modus is a planning, management, and architectural design firm specializing in K-12 public schools throughout California, with experience in all aspects of school facility projects from start to completion. Our proprietary Master Planning software platform, "Athenate," enables comprehensive FNA-FMP delivery with long-term data retention and access. Together, K12 Partners and Modus provide clients with a unified, seamless approach to facilities needs assessment and master planning.

Our portfolio encompasses a wide range of master planning and educational projects, from new school construction to expansions and modernizations for both small, medium and large school districts. We pride ourselves on delivering sustainable, cost-effective solutions that adhere to strict timelines and budgets.

Our team members each bring 25+ years of proven track record in the California K-12 market. We have the capability and bandwidth to provide unparalleled service to the District. Our integrated approach allows us to merge strategic expertise with forward thinking design and technology, ensuring that the projects we deliver foster long-term value for the students, the District and the community.

OUR VALUE PROPOSITION


Proven Experience—With a portfolio spanning hundreds of educational projects, we bring extensive experience in master planning, facility assessments, modernization, renovations, and new school design. While our expertise is deeply rooted in K-12 education, we also draw from higher education and other industries, ensuring that every solution is future-ready, adaptable, and informed by best practices beyond traditional school design.

Resources and Capacity—We've built a multidisciplinary team of experts bringing a holistic, integrated approach to provide flexible and future-ready environment that supports learning, connection, and community, coupled with data & process driven planning that leverages insights to develop high-impact design tailored to District's needs

Demonstrated Client Satisfaction—Our greatest measure of success is the trust we've earned from school districts across California. We understand that a well-designed school isn't just about the building itself, it's about aligning with the district's broader mission, meeting the needs of students and educators, and ensuring that every project serves multiple stakeholder and fiscal goals.

We appreciate the opportunity to be considered for providing Facility Needs Assessment & Facility Master Planning services. For any questions or further information, please don't hesitate to contact me directly at 415-798-0138.

Thank you for your consideration.



Vijay Jayachandran
 Director of Planning & Development | K12 Partners | Modus Design Studio

OBJECTIVES OF THE FNA-FMP

- To provide the District with a comprehensive assessment of the current condition of its facilities
- To ensure that existing facilities effectively support current educational needs
- To align facilities planning with the District's future educational programs
- To deliver a strategic blueprint for facility modernization, expansion and/or new construction
- To inform the District of the total estimated costs associated with all identified needs
- To support the District in allocating funds appropriately across school sites and districtwide programs
- To help prioritize projects for the current bond measure and establish a roadmap for projects to be identified in future bonds
- To fulfill the requirements of Proposition 2, which is a prerequisite for applying for State Matching Funds

PROJECT SCOPE

The FNA-FMP will focus on the following District facilities

- Hamilton Elementary
- Jefferson Academy
- Lee Richmond Elementary
- Lincoln Elementary
- Martin Luther King Jr. Elementary
- Roosevelt Elementary
- Sinas Elementary
- Washington Elementary
- John F. Kennedy Jr. High
- Woodrow Wilson Jr. High
- District office
- Maintenance & Transportation

DETAILED SCOPE

The standard scope is organized into integrated components that together produce a practical, implementation-ready plan.

- **Planning Standards & Guidelines:** Modus will work with District leadership to define consistent facility standards by grade level (e.g., classroom sizes, support spaces, early learning requirements, multipurpose and food service capacities). These standards will be used to evaluate existing campuses and to guide all future modernization and new construction concepts.
- **Needs Assessment & Site Visits:** The team will walk every campus with site principals and facilities/maintenance staff to document building conditions, site infrastructure, safety and security systems, and the adequacy of instructional and support spaces for current programs. This process combines technical review (HVAC, roofs, utilities, code issues) with user input.
- **Scope of Work Development:** Using the assessment results and planning standards, Modus will define specific project scopes for repairs, modernization, and potential new facilities, including projects needed to replace aging portable classrooms with permanent construction where appropriate. Each project will be prioritized using criteria such as urgency, educational impact, health and safety, and long-term sustainability.
- **Facilities Inventory and Diagrams:** For each campus, Modus will develop a building inventory matrix (permanent vs. portable, year built, square footage, and State-defined teaching stations) and create clear site diagrams. These tools support classroom capacity calculations, deferred maintenance planning, State eligibility analysis, FIT reporting, and communication with architects, designers, and the community.
- **Capacity, Utilization, and Enrollment Projections:** In collaboration with SchoolWorks, Inc., the team will prepare demographic studies and enrollment projections using a State-recognized cohort survival method, incorporating birth data and housing development. This analysis will be paired with both State School Facilities Program capacity standards and District-defined classroom loading standards, enabling the District to see where schools are under- or over-utilized and to plan for boundary adjustments or future school expansions.

Funding Profile and Deferred Maintenance Guide: The Plan will analyze the District’s history and future opportunities with State programs (New Construction, Modernization) and local funding tools, then align priority projects with realistic funding timelines. A Deferred Maintenance Pacing Guide will outline when major building systems (roofs, HVAC, finishes, etc.) should be replaced over time, helping the District stabilize annual maintenance budgeting and avoid crisis repairs.

FEE PROPOSAL

We propose to provide comprehensive Facilities Needs Assessment and Facilities Master plan along with software integration for a fixed fee of \$120,000.

Proposed Fee Breakdown:

- | | |
|--------------------|-----|
| • Data Collection | 30% |
| • Needs Assessment | 30% |
| • Master Plan | 40% |

TOTAL	100%
-------	------

- Software access to “Athenate” (the master planning software platform) is included for 1 year from project delivery.
- Access to Athenate is available at a price of \$25,000 per year beyond the 1st year term.

Invoices for FNA-FMP delivery will be generated monthly, based on progress by phase. Payment is expected within 30 days of submitting the invoice.

REIMBURSABLE EXPENSES

There are no reimbursable expenses expected for this project except as follows billed at cost:

- Printing color boards in large format
- Printing for mass distribution.

EXCLUSIONS

The following are not included in our fee proposal:

- Geotechnical and/or geohazard reports
- Hazardous Material Reports or Abatement
- Arborist Reports
- Topographic Survey/ Underground Utility Mapping
- Testing & Inspections
- Structural analysis

If this proposal meets with your approval, please sign below and return a copy for our records. We will start work upon your written authorization below while the formal contract is being prepared. Thank you for this opportunity to be of service.

Sincerely,



Vijay Jayachandran

Director of Planning & Development | K12 Partners | Modus Design Studio

Accepted by:
Mr. David Endo
Chief Business Officer
Hanford Elementary School District

Signature

Date

FACILITIES NEEDS ASSESSMENT & FACILITIES MASTER PLAN

FACILITIES NEEDS ASSESSMENT (FNA) PROCESS

Across California, school districts are facing similar challenges—aging infrastructure, rising construction costs, and limited funding opportunities. The FNA serves as both a diagnostic and a planning instrument, designed to evaluate current building conditions, identify areas of need, and prioritize capital improvements. This process combines field observations, review of available as-built drawings, stakeholder engagement, and a systematic review of each site’s compliance with current codes and educational standards.

Through a collaborative process involving District administrators, site staff, and the assessment team, each facility is evaluated for safety, functionality, sustainability, and educational adequacy. The assessment integrates physical condition data, programmatic needs, and equity considerations to ensure that each campus supports the district’s mission and values. While the identified needs often exceed available funding, this process provides the foundation for strategic, phased planning aligned with the District’s long-term vision.

While assessing facilities the following were taken into consideration:

- Health, Safety, and Security: Fire alarms, security systems, fencing, ADA compliance, and related life-safety improvements.
- Building Improvements: Modernization of interior and exterior of the building focused on creating healthy work environments.
- Site Improvements: Utilities, landscaping, signage, circulation, parking, and playground or athletic area enhancements.
- New Construction: New classrooms, replacement of portables, new support facilities, or athletic complexes responding to growth or modernization goals.
- Deferred Maintenance: Facilities in good condition with no current deficiencies, scheduled for regular upkeep under the District’s maintenance program

ASSESSMENT CATEGORIES

The data collection and needs assessment process follow both prescriptive and descriptive approaches, depending on each facility’s condition. A prescriptive approach is applied in facilities that are generally in good condition, where more detailed, system-level information within the building are required. A descriptive approach is used in facilities where the overall building exhibited a consistent need for modernization across most spaces and systems. In both cases, identified needs are rated on a heat scale from 1 to 5, with 5 indicating the most critical items requiring immediate attention:

- 1 – Excellent: No anticipated repairs (10+ years)
- 2 – Good: Routine Maintenance (7-10 Years)
- 3 – Moderate: Recommended repairs, upgrades and/or replacement (4-7 years)
- 4 – Poor: Necessary repairs, upgrades and/or replacement (2-4 years)
- 5 – Critical: Immediate repairs, upgrades and/or replacement (0-2 years)

PRESCRIPTIVE METHOD

The prescriptive approach to data collection for buildings is divided into three primary categories, each comprising several subcategories:

Category 1: ENV – Building Envelope: Identifies issues at the building level

- EW: Building Envelope (Siding, insulation, covered walkways etc)
- RF: Roof System (Roofs, eaves, overhangs, gutters etc)
- WD: Window System (Exterior windows, sills, glazing etc)
- DR: Exterior Door (Exterior doors & frames, hardware etc)
- BA: Building Access (ADA access to buildings, thresholds etc)
- SS: Structural System (Foundation, structure etc)
- FLS: Fire Life Safety (Fire alarm, fire suppression etc)
- UT: Utilities (Mechanical, Electrical, Plumbing etc)

Category 2: SYS – Building Systems: Identifies issues at the room level

FA	Fire Alarm
FS	Fire Suppression
E	Electrical Power & Lighting
M	Mechanical Systems
P	Plumbing Systems (Water, Waste, Gas etc)
T	Technology (IT, Low Voltage, AV, Security Systems etc)
AC	Acoustics
EN	Energy
ADA	Accessibility (Americans with Disability Act)

Category 3: IQ – Indoor Quality

FF	Floor Finish
WF	Wall Finish
CF	Ceiling Finish
FFE	Fixed Furniture & Equipment

DESCRIPTIVE METHOD

The descriptive approach to data collection for buildings is divided into three major categories:

Modernization Level 1: Light Modernization

Light modernization involves the least intervention that is aimed at general cosmetic improvements with minimal upgrades to fire life safety and technology systems. The construction cost (including contractor's overhead & profit) for this category is estimated range between \$100-\$275 per square foot in 2025 dollars. This cost does not include soft costs.

- Protect existing conditions
- Interior painting
- Replace flooring in non-wet areas
- Hazmat abatement
- New tackable boards
- Lighting with controls
- Replace building fire alarm
- Replace building PA, Clock & Bell

Modernization Level 2: Mid-Level Modernization

Mid-level modernization involves intervention that is aimed at cosmetic improvements focused on upgrades to building interiors and building systems. The construction cost (including contractor's overhead & profit) for this category is estimated to range between \$275-\$450 per square foot in 2025 dollars. This cost does not include soft costs.

- Protect existing conditions
- Interior finishes
- Hazmat abatement
- Interior partitions
- Interior doors
- Miscellaneous specialties (casework etc)
- Fire protection
- In-kind replacement of HVAC equipment & some HVA distribution
- Upgrade electrical power & lighting
- Technology upgrades (data/ AV)
- Replace building fire alarm
- Replace building PA, Clock & Bell

Modernization Level 3: Full Modernization

Full modernization involves intervention that is aimed at cosmetic & structural upgrades to building interiors and building systems. The construction cost (including contractor's overhead & profit) for this category is estimated to range between \$450-\$650 per square foot in 2025 dollars. This cost does not include soft costs.

- Protect existing conditions
- Interior finishes
- Hazmat abatement
- Structural/seismic mandates
- New exterior fenestration & finishes
- Interior partitions
- Interior doors
- Miscellaneous specialties (casework etc)
- Fire protection
- In-kind replacement of HVAC equipment & some HVA distribution
- Replace building BMS/EMS
- Electrical power & lighting
- Data & technology upgrades
- Replace building fire alarm
- Replace building PA, Clock & Bell

SITE EVALUATION

The data collection and needs assessment process for sites used a prescriptive approach. This approach focuses on the following assessment sub-categories:

- SCA – Site Accessibility (ADA, ramps & other code compliance issues etc)
- SFC – Site Facility Condition (Asphalt, concrete, fields, play structures etc)
- SCS – Site Campus Security (Fencing, gates, cameras, visitor control etc)
- SCF – Site Campus Flow (Pick-up/drop-off areas, site organization etc)
- SES – Site Environment & Sustainability (Landscaping, trees, outdoor learning, beautification etc)
- SUI – Site Utility & Infrastructure (Under & above ground site utilities etc)
- SDO – Site Demolition (Demolition of site features and buildings etc)

Company Name: Modus Design Studio, Inc. ("Modus")

Headquarters: 58 2nd Street, 4th Floor, San Francisco, CA 94105

Website: <https://modus-ds.com/>

Federal Tax ID : 83-2444621

Organization Type : California Corporation

No. of Employees: 6 Locally, 27 Globally

Licensed Employees: 2

Sean T. Huang | CEO | Director of Architecture

License Number: C27059

Issuance Date: 08.21.1992

Expiration Date: 08.31.2025

Michael Stephen Lehmborg | Principal

License Number: C19487

Issuance Date: 09.19.1988

Expiration Date: 09.30.2028

Principal-in-Charge: **Vijay Jayachandran** | President | Director of Planning
(415)798 0138



HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 03/02/2026

FOR: Board Meeting
 Superintendent's Cabinet

FOR: Information
 Action

Date you wish to have your item considered: 03/11/2026

ITEM:

Consider approval of a savings audit agreement for the following state funded construction project:
 Lincoln Modernization

PURPOSE:

Pursuant to Education Code Section 41024(b)(1)(B), the District's construction project is subject to an audit of the project by a local auditor that is in accordance with the Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting. A project that receives any School Facility Program (SFP) and has savings is subject to an audit. The following project is subject to audit:

Lincoln Modernization with savings of \$1,179,382.33

The attached agreement is for the audit of the aforementioned project

FISCAL IMPACT:

The cost of the agreement is \$3,000.

RECOMMENDATIONS:

Approve the savings audit agreement for the aforementioned state funded construction project.



February 20, 2026

207683

David Endo
Chief Business Officer
Hanford Elementary School District
714 N. White Street
Hanford, California 93232

This document constitutes a statement of work ("SOW") under the most recently executed Master Services Agreement ("MSA"), made by and between Eide Bailly LLP ("Eide Bailly", "we," "us," and "our") and Hanford Elementary School District ("Client," "you," "your," or "the entity"). We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services Eide Bailly will provide for the entity.

Bill Williams is the engagement partner for the audit services specified in this letter. The engagement partner's responsibilities include supervising services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Scope of Audit Services

We will perform a performance audit of the Non-Financial Hardship Project No. 57/63917-00-007 in accordance with the compliance requirements of Section 8 of Article II of the California Constitution (Proposition 51).

Audit Objectives

The objectives of our audit are to obtain reasonable assurance regarding compliance with Proposition 51 requirements for Non-Financial Hardship Project No. 57/63917-00-007 proceeds.

The performance audit will be conducted in accordance with Generally Accepted *Government Auditing Standards* and in accordance with the *Performance Audit standards contained in Government Auditing Standards*.

As part of complying with Section 8 of Article II of the California Constitution (Proposition 51), we will perform tests of Hanford Elementary School District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Auditor Responsibilities, Procedures, and Limitations

We will conduct our audit in accordance with GAAS and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America. Those standards require that we exercise professional judgment and maintain professional skepticism throughout the planning and performance of the audit. As part of our audit, we will:

- Identify and assess the risks of material noncompliance, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material noncompliance resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of the system of internal control in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material noncompliance may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards of the Comptroller General of the United States of America*. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity, may not be detected.

In addition, an audit is not designed to detect immaterial noncompliance or violations of laws or governmental regulations that do not have a direct and material effect on compliance. However, we will inform the appropriate level of management and those charged with governance of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management and those charged with governance of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand they have responsibility:

- a. For complying with Section 8 of Article II of the California Constitution (Proposition 51).
- b. For the design, implementation, and maintenance of effective internal control over compliance to meet Proposition 51 requirements for the proceeds to ensure compliance with Section 8 of Article II of the California Constitution Proposition 51).

- c. To provide us with:
 - i. Access to all financial records and related information of which you are aware that is relevant to the compliance of Proposition 51 and for the accuracy and completeness of that information,
 - ii. Additional information that we may request for the purpose of the performance audit, and
 - iii. Unrestricted access to persons within Hanford Elementary School District and others from whom we determine it necessary to obtain audit evidence.
- d. For the design, implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting Hanford Elementary School District involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting Hanford Elementary School District received in communications from employees, former employees, grantors, regulators, or others.
- e. For identifying and ensuring that Hanford Elementary School District complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, or grant agreements, or abuse that we report.
- f. Assume all management responsibilities relating to the compliance of Section 8 of Article II of the California Constitution (Proposition 51) and objectives of this performance audit.
- g. Responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the performance audit. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.
- h. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work.
- i. For the accuracy and completeness of all information provided.

Management of Hanford Elementary School District is responsible for establishing and maintaining effective internal control over compliance to meet the Proposition 51 requirements for the proceeds to ensure compliance with Section 8 of Article II of the California Constitution Proposition 51).

Management agrees they are responsible for the distribution of reports issued in conjunction with this engagement to those charged with governance, entity officials, oversight bodies, or other organizations requiring audits, as applicable.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

Responsibilities and Limitations Related to Nonattest Services

For all nonattest services we may provide to you, management agrees to assume all management responsibilities for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) designing, implementing, and maintaining the system of internal control, including the process used to monitor the system of internal control.

We will provide the following nonattest services:

- Prepare or assist with the preparation of your financial statements and the related notes
- Maintenance of depreciation schedules
- Maintenance of lease schedules
- Add others, as applicable

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the services previously outlined above. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities.

You are also responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee the services.

Reporting

We will issue a written report upon completion of our performance audit of Hanford Elementary School District's audit of the Non-Financial Hardship Project No. 57/63917-00-007. Our report will be addressed to the governing body of Hanford Elementary School District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), to our performance audit report, or if necessary, withdraw from the engagement. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Engagement Administration and Other Matters

We understand that your employees will prepare all confirmations, account analyses, and audit schedules we request and will locate any documents or invoices selected by us for testing. Details of information we expect to need for our audit and the dates required will be provided separately.

You agree to share all facts that may affect relevant compliance requirements, even if you first become aware of those facts after the date of the auditor's report but before the issuance of our report.

Government Auditing Standards require that we provide, upon request, a copy of our most recent external peer review report and any subsequent review reports to the party contracting for the audit. Accordingly, we will provide a copy of our most recent peer review report at your request.

Eide Bailly LLP has owners that are not licensed as certified public accountants as permitted under Section 5079 of the California Business Code. The nature of the services to be provided in conjunction with this engagement are such that non-licensee owners may be involved in performing our services.

Engagement Fees

Our fees are based on the amount of time required at various levels of responsibility. We estimate that our fee for the audit will be \$3,000, plus actual out-of-pocket expenses, administrative charges and a technology fee. All bills are payable upon receipt.

The ability to perform and complete our engagement consistent with the estimated fee included above depends upon the quality of your underlying accounting records and the timeliness of your personnel in providing information and responding to our requests. To assist with this process, we will provide you with an itemized request list that identifies the information you will need to prepare and provide in preparation for our engagement, as well as the requested delivery date for those items. A lack of preparation, including not providing this information in an accurate and timely manner, unanticipated audit adjustments, and/or untimely assistance by your personnel may result in an increase in our fees and/or a delay in the completion of our engagement.

We will advise you if unexpected circumstances require significant additional procedures resulting in a substantial increase in the fee estimate.

Changes in Professional Standards

Standard setters and regulators continue to evaluate and modify standards. Such changes may result in new or revised financial reporting and disclosure requirements or expand the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in the SOW increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work.

Termination

The engagement contemplated by this SOW shall terminate upon the earlier of completion of the services described herein or as described in the MSA.

Agreement

We appreciate the opportunity to provide the services described in this SOW under the MSA. This SOW and the MSA constitute the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and Eide Bailly related to audit services. Please sign, date, and return this SOW to us to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our audit including the terms of our engagement and the parties' respective responsibilities. By signing this Statement of Work, you represent and warrant that you are authorized to sign on behalf of and bind each client and any affiliate identified herein.

Sincerely,

A handwritten signature in cursive script that reads "Eide Bailly LLP".

Eide Bailly LLP

AGREED TO AND ACCEPTED:

Signature: _____

Name: David Endo

Title: Chief Business Official

Date: _____