

Hanford Elementary School District

REGULAR BOARD MEETING AGENDA

Wednesday, June 27, 2012

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

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

OPEN SESSION

6:00 p.m. 1. PRESENTATIONS, REPORTS AND COMMUNICATIONS

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

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

2. CONSENT ITEMS

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

- a) Accept warrant listings dated June 8, 2012; and June 15, 2012.
- b) Approve minutes of Regular Board Meeting June 13, 2012.
- c) Accept donation of \$2,723.29 from Monroe PTC to Monroe. (Martinez)
- d) Accept donation of \$150 from Edison International to Simas School. (Duvall)

3. BOARD POLICIES AND ADMINISTRATION

- a) Consider award of bid for the roof replacement of the District Office North Wing. (Mulligan)
- b) Hear and consider for approval 2012-2013 School Plans and School Improvement Plans. (Carlton)
- c) Consider approval of Consolidated Application for Funding Categorical Aid Programs (Part I Fiscal Year 2012-2013). (Carlton)
- d) Consider approval of Memorandum of Understanding (MOU) between Kings View

- 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 aids and services, in order to participate in the Board meeting should contact the Superintendent in writing.

- Counseling Services and Hanford Elementary School District. (McConnell)
- e) Consider approval of Memorandum of Understanding (MOU) between Tiffany A. Diluzio, LMFT, and Teresa A. Jaquez, LMFT, and Hanford Elementary School District. (McConnell)
 - f) Consider adoption of the following revised Administrative Regulation: (Simas)
 - AR 5132 – Dress and Grooming
 - g) Consider adoption of the following revised Board Policy: (Williams)
 - BP 4362 – Vacation and Holidays (revised)
 - h) Consider adoption of the following revised Administrative Regulation: (Williams)
 - AR 4217.3 – Layoff and Reemployment Rights (revised)
 - i) Hear public comments and consider approval of negotiated amendments to the 2010-2013 Collective Bargaining Agreement with Hanford Elementary Teachers Association (HETA) as well as corresponding Certificated Salary Schedules. (Williams)

4. PERSONNEL (Williams)

- a) Amendment to Employment Contract – Superintendent

- b) Employment

- Professional Specialists

- Ivan D. Alvarez, School Psychologist – 8.0 hrs., Special Services

- Certificated, effective 8/14/12

- Jaqueline Huerta, Teacher, Probationary I
 - Ashley Valdez, Teacher, Probationary I

- Classified

- Amber Purdy, Special Education Aide – 5.0 hrs., Lincoln, effective 8/16/12
 - Angelynn Ouelette, Special Education Aide – 5.0 hrs., Kennedy, effective 8/16/12
 - Cory Stewart, Educational Tutor K-6 – 3.5 hrs., Hamilton, effective 8/30/12

- Employees/Substitutes/Yard Supervisors

- Chantel Andresen, Yard Supervisor – 2.25 hrs., Simas, effective 8/15/12
 - Tyson Azevedo, Short-term Custodian II – 8.0 hrs., Kennedy, effective 6/12/12 to 6/29/12
 - Alyssa Casarez, Substitute Yard Supervisor, effective 8/16/12
 - Raul Guzman, Yard Supervisor – 2.0 hrs., Monroe, effective 8/16/12
 - Brenda Rosas, Yard Supervisor – 3.0 hrs., Simas, effective 8/16/12
 - Christian Yarbrough, Yard Supervisor – 3.0 hrs., Simas, effective 8/16/12

- c) Resignations

- Carlos Cabrera, School Psychologist – 8.0 hrs., Special Services, effective 6/14/12
 - Sheri Gordon, Teacher, Hamilton, effective 6/8/12
 - Kate Smith, Teacher, Lincoln, effective 6/8/12
 - David Yadeta, Substitute READY Program Tutor, effective 8/13/11

- d) Request to be Removed from Classified Substitute List/Failure to Respond

- Connie Armerding, Substitute Student Advocate, effective 12/15/11
 - Dorcel Boyd, Substitute Clerk Trainee, effective 4/11/11
 - Irma Castillo, Substitute School Operations Officer and Written Translator, effective 9/9/11
 - Carina Castro, Substitute Bilingual Health Care Assistant, Translator: Oral Interpreter and Written Translator, effective 11/21/11
 - Doreen Champlin, Substitute Clerk Typist II and Media Services Aide, effective 2/3/12
 - Mattie Collier, Substitute Yard Supervisor, effective 8/24/11
 - Maureen Diaz, Substitute Database Specialist II, effective 9/2/11
 - Connie Donahue, Substitute Babysitter, Custodian I and Yard Supervisor, effective 6/5/11
 - Traci Fox, Substitute Alternative Education Program Aide and READY Program Tutor, effective 3/9/12
 - Francisca Gonzalez, Substitute Yard Supervisor, effective 10/21/11

- Alicia Grandmont, Substitute Yard Supervisor, effective 11/8/11
 - Liz Ibarra, Substitute Bilingual Clerk Typist II, Clerk Typist II, Translator: Oral Interpreter and Written Translator, effective 3/15/12
 - Vanessa Jacuinde, Substitute Special Circumstance Aide and Special Education Aide, effective 2/2/12
 - Jolene LaRue, Substitute Bus Driver, effective 1/23/12
 - Williams Loyd, Substitute Yard Supervisor, 3/30/12
 - Martha Martinez, Substitute Alternative Education Program Aide, Bilingual Aide 9, Educational Tutor K-6, Instructional Aide, READY Program Tutor, Translator: Oral Translator and Written Translator, effective 12/15/11
 - Sharon Mishan, Substitute Clerk Typist II, effective 11/29/11
 - Matthew Mosher, Substitute Custodian I and Groundskeeper I, effective 9/22/11
 - Victoria Naranjo, Substitute Translator: Oral Interpreter, Written Translator and Yard Supervisor, effective 11/21/11
 - Carolyn Nunes, Substitute School Operations Officer, effective 9/13/11
 - Diane Orosco, Substitute Custodian II, effective 7/2/09
 - Roxanne Reyes, Substitute READY Program Tutor, effective 9/12/11
 - Anissa Rosales, Substitute Yard Supervisor, effective 10/3/11
 - Larry Silva, Substitute Custodian I, effective 12/1/10
 - Martin Southall, Substitute Yard Supervisor, effective 2/10/12
 - Brenda Thomas, Substitute Educational Tutor, READY Program Tutor and Special Education Aide, effective 10/2/11
 - Lori Todd, Substitute READY Program Tutor, effective 9/1/11
 - Mercedes Yang, Substitute Yard Supervisor, effective 11/16/11
 - Veronica Zambrano, Substitute Alternative Education Program Aide, Special Circumstance Aide, Special Education Aide, Translator: Oral Interpreter and Written Translator, effective 3/15/11
 - Graciela Zevada, Substitute Yard Supervisor, effective 10/5/11
- e) Promotion
- Laura Rodriguez, from READY Program Tutor – 4.5 hrs., to Lead READY Program Tutor – 5.0 hrs., King, effective 8/10/12
- f) Promotions/Transfers
- Ashley Lizotte, from READY Program Tutor – 4.5 hrs., Monroe to Lead READY Program Tutor – 5.0 hrs., Simas, effective 8/10/12
 - Colby Semas, from READY Program Tutor – 4.5 hrs., Simas to Media Services Aide – 5.5 hrs., Roosevelt, effective 8/2/12
 - Andrea Valencia, from Lead READY Program Tutor – 5.0 hrs., Simas to Media Services Aide – 5.5 hrs., Kennedy, effective 8/2/12
- g) Transfers
- Josefina Etchegoin, School Operations Officer – 8.0 hrs., from King to Washington, effective 8/2/12
 - Lillian Garcia, School Operations Officer – 8.0 hrs., from Washington to King, effective 8/2/12
- h) Leave of Absence
- Dan Gerbrandt, Teacher, King, effective 11/20/12 to 6/7/13, restoration of health
- i) Volunteers
- | <u>Name</u> | <u>School</u> |
|----------------|---------------|
| Garrett Barth | Jefferson |
| Tara Rodriguez | Jefferson |
| Maria Barboza | Roosevelt |

ADJOURN MEETING

Hanford Elementary School District
Minutes of the Regular Board Meeting
June 13, 2012

Minutes of the Regular Board Meeting of the Hanford Elementary School District Board of Trustees on June 13, 2012, at the District Office Board Room, 714 N. White Street, Hanford, CA.

Call to Order

President Hill called the meeting to order at 5:30 p.m. Trustees Hernandez and Jay were present. Trustee Revious arrived at 5:38 p.m. and joined Trustees during the closed session in progress. Trustee Garner was absent for a reason deemed acceptable by the Board.

Closed Session

Trustees immediately adjourned to closed session for:

- Student Discipline pursuant to Education Code section 48918
- Conference with Labor Negotiator (GC 54957.6) - HETA
- Employee Discipline/Dismissal/Release (GC 54957)
- Public Employee Performance Evaluation (GC 54957)

Trustees returned to open session at 6:25 p.m.

HESD Managers Present

Dr. Paul J. Terry, Superintendent, and the following administrators were present: Doug Carlton, Anthony Carrillo, Debra Colvard, Kenny Eggert, Joy Gabler, David Goldsmith, Lucy Gomez, Karen McConnell, Gerry Mulligan, Jennifer Pitkin, Jeanne Rios, Jill Rubalcava, Liz Simas, Jason Strickland, and Nancy White.

Expulsion Cases
#12-73, 12-74,
12-75, 12-76,
12-77, 12-78,
12-80

Trustee Jay made a motion to accept the Findings of Facts and expel Cases #12-73, 12-74, 12-75, 12-76, 12-77, 12-78, and 12-80 for the remainder of the 2011-12 school year and the first semester of the 2012-13 school year for violation of Education Code 48900 and/or 48915 as determined by the Administrative Panel at Hearings held on June 4, 2012. Parents may apply for readmission on or after January 11, 2013. Trustee Hernandez seconded; motion carried 4-0.

Settlement
Agreement
#2012-01

Trustee Jay stated: "During closed session, the Board acted to adopt Settlement Agreement #2012-01 for a certificated employee. The motion carried by a vote of 4 to 0."

PUBLIC HEARING
2012-2013 Hanford
Elementary School
District Budget

At 6:30 p.m. President Hill opened the Public Hearing regarding 2012-2013 Hanford Elementary School District Budget. The time was turned to Nancy White, Assistant Superintendent Fiscal Services, who highlighted several facts about revenue and expenditures for the coming fiscal year that have factored into the development of the 2012-2013 budget. President Hill asked for clarification regarding deficit spending, and White explained that the budget as proposed indicates spending more than we are projected to bring in so reserves will have to be drawn down from the current 7% to 3.5 %. The 3.5% General Fund Reserve for Economic Uncertainty would be above the above the minimum 3% required.

President Hill then called for any comments or questions from the public. There being none, President Hill closed the public hearing at 6:40 p.m.

PRESENTATIONS, REPORTS AND COMMUNICATIONS

Public Comments None.

Board and Staff Comments None.

Requests to Address the Board at Future Meetings None.

Dates to Remember President Hill reviewed Dates to Remember: June 27 regular Board Meeting; July 4 Independence Day holiday, August 8 regular Board Meeting; August 16 first day of school 2012-13; August 22 regular Board Meeting.

CONSENT ITEMS

Trustee Revious made a motion to take consent items "a" through "e" collectively. Trustee Jay seconded, motion carried 4-0. Then Trustee Revious made a motion to approve consent items "a" through "e" and Trustee Hernandez seconded; motion carried 4-0. The items approved are:

- a) Warrant listings dated May 9, 2012; May 18, 2012; May 25, 2012; and June 1, 2012.
- b) Minutes of the Regular Board Meeting May 23, 2012.
- c) Donation of \$1,284.00 from Hamilton PTC to Hamilton School.
- d) Donation of \$181.22 from Box Tops for Education to Roosevelt School.
- e) Donation of \$1,200.00 from Lowe's Heroes Project.

President Hill acknowledged and thanked Hamilton PTC, Box Tops for Education, and Lowe's Heroes Project for their donations to our schools.

INFORMATION ITEMS

Tentative Agreements with HETA for 2012-13 contract reopeners

Superintendent Dr. Terry presented for information the Tentative Agreements between Hanford Elementary School District (HESD) and Hanford Elementary Teachers' Association (HETA) for 2012-13 contract reopeners.

BP 4362

Superintendent Dr. Terry presented for information the following revised Board Policy:

- BP 4362 – Vacation and Holidays (revised)

AR 4217.3

Superintendent Dr. Terry presented for information the following revised Administrative Regulation:

- AR 4217.3 – Layoff and Reemployment Rights (revised)

AR 5132

Liz Simas, Child Welfare and Attendance Coordinator, presented for information the following revised Administrative Regulation:

- AR 5132 – Dress and Grooming

BOARD POLICIES AND ADMINISTRATION

2012-13 QEIA Plans for King, Lincoln, Richmond

Trustee Jay made a motion to approve the 2012-2013 Quality Education Investment Act (QEIA) plans for King, Lincoln, and Richmond schools. Trustee Hernandez seconded; motion carried 4-0.

- Roof Bid** Item "b" was tabled until the next meeting. No action taken.
- BP/AR 5131.7** Trustee Revious made a motion to adopt the following revised Board Policy and Administrative Regulation. Trustee Jay seconded; motion carried 4-0:
- BP/AR 5131.7 – Weapons and Dangerous Instruments
- AR 5125** Trustee Hernandez made a motion to adopt the following revised Administrative Regulation. Trustee Jay seconded; motion carried 4-0:
- AR 5125 – Student Records
- BP/AR 5113** Trustee Jay made a motion to adopt the following revised Board Policy and Administrative Regulation. Trustee Revious seconded; motion carried 4-0:
- BP/AR 5113 - Absences and Excuses
- AR 5111.12** Trustee Revious made a motion to adopt the following revised Administrative Regulation. Trustee Jay seconded; motion carried 4-0:
- AR 5111.12 – Residency Based on Parent/Guardian Employment
- AR 5111.1** Trustee Revious made a motion to adopt the following revised Administrative Regulation. Trustee Jay seconded; motion carried 4-0:
- AR 5111.1 – District Residency
- BP/AR 0450** Trustee Hernandez made a motion to adopt the following revised Board Policy and Administrative Regulation. Trustee Revious seconded; motion carried 4-0:
- BP/AR - 0450 Comprehensive Safety Plan
- AR/Exhibit 5125.1** Trustee Revious made a motion to adopt the following revised Administrative Regulation and Exhibit. Trustee Jay seconded; motion carried 4-0:
- AR/Exhibit 5125.1 – Release of Directory Information
- BP/AR 5111** Trustee Hernandez made a motion to adopt the following revised Board Policy and Administrative Regulation. Trustee Revious seconded; motion carried 4-0:
- BP/AR 5111 – Admission
- BP 6163.4** Trustee Jay made a motion to adopt the following revised Administrative Regulation. Trustee Revious seconded; motion carried 4-0:
- BP 6163.4 – Student Use of Technology
- AR 5111.13** Trustee Revious made a motion to delete the following Administrative Regulation. Trustee Jay seconded; motion carried 4-0:
- AR 5111.13 – Residency for Homeless Children (delete)
- BP 4140, 4240, 4340** Trustee Hernandez made a motion to adopt the following revised Board Policy. Trustee Jay seconded; motion carried 4-0:
- BP 4140, 4240, 4340 - Bargaining Units
- Resolution #27-12** Trustee Hernandez made a motion to approve Resolution #27-12: Reduction in Classified Services for the 2012-13 school year. Trustee Jay seconded; motion carried 4-0.

PERSONNEL

Trustee Jay made a motion to take Personnel items "a" through "k" collectively. Trustee Hernandez seconded; motion carried 4-0. Then Trustee Revious made a motion to approve Personnel items "a" through "k". Trustee Hernandez seconded; the motion carried 4-0. The following items were approved:

Item "a" – Employment

Professional Specialists

- Melanie Gallaher, School Psychologist – 8.0 hrs., Special Services
- Jami Garcia, School Psychologist – 8.0 hrs., Special Services

Certificated effective 8/14/12

- Rachelle Hurtado, Teacher, Probationary I
- Stacie Johnson, Teacher, Probationary I
- Karen Morton, Teacher, Probationary I
- Katelyn Warner, Teacher, Probationary I
- Cherry Gomez-Rivera, READY Program Tutor – 4.5 hrs., Washington, effective 6/8/12
- Heidi Hartman, Media Services Aide – 5.5 hrs., Roosevelt, effective 6/15/12
- Laura Kroes, School Psychologist – 8.0 hrs., Office of Special Services, effective 6/14/12
- Jodi Podoehl, Special Circumstance Aide – 5.75 hrs., Simas, effective 6/8/12
- Lorian Riley, School Psychologist – 8.0 hrs., Office of Special Services, effective 6/14/12

Item "b" – Resignations

Item "c" – Short term Employment

CERTIFICATED STAFF – Extended Learning Opportunities

Burris Park Summer School Program June 18 – June 29

- Christopher Piche, Lead Teacher – 6.0 hrs., effective 6/11/12 to 6/29/12
- Angel Bravo, Teacher – 6.0 hrs., effective 6/13/12 to 6/29/12
- Omar Fierro, Teacher – 6.0 hrs., effective 6/13/12 to 6/29/12
- Cynthia Lara, Teacher – 6.0 hrs., effective 6/13/12 to 6/29/12
- Allyson Whitmer – 6.0 hrs., Nurse, effective 6/14/12 to 6/29/12

CLASSIFIED STAFF – Extended Learning Opportunities

Burris Park Summer School Program

- Jennifer Bays, READY Program Tutor – 6.0 hrs., effective 6/14/12 to 6/29/12
- Sandy Perez, Bus Driver – 4.5 hrs., effective 6/14/12 to 6/29/12
- Jason Roberson, READY Program Tutor – 6.0 hrs., effective 6/14/12 to 6/29/12
- Andrea Valencia, READY Program Tutor – 6.0 hrs., effective 6/14/12 to 6/29/12

Special Education Extended School Year Program, June 14 – July 13

- Veronica Chavez, Special Education Aide – 4.5 hrs., Richmond, effective 6/18/12 to 7/13/12
- Danna Miller, Bus Driver – 4.5 hrs., Transportation, DSF, effective 6/18/12 to 7/13/12

West Hills 5C's Program

- John Arnett, Bus Driver – 4.5 hrs., (M-Th), Transportation, DSF, effective 6/8/12 to 6/28/12
- Linda Arnett, Bus Driver – 4.5 hrs., (M-Th), Transportation, DSF, effective 6/18/12 to 6/28/12

CLASSIFIED STAFF – Seamless Summer Meal Program

- Yolanda Bernal, Yard Supervisor – 1.75 hrs., Lincoln, effective 6/11/12 to 8/3/12
- Corina Carrera, Food Service Worker I – 2.5 hrs., Lincoln, effective 6/11/12 to 8/3/12
- Teresa Coyt, Food Service Worker I – 2.5 hrs., King, effective 6/11/12 to 8/3/12
- Loretta King, Yard Supervisor – 1.75 hrs., Richmond, effective 6/11/12 to 8/3/12
- Michelle Lowell, Food Service Worker I – 2.5 hrs., King, effective 6/11/12 to 8/3/12
- Debbie Upton, Food Service Worker I – 2.5 hrs., Lincoln, effective 6/11/12 to 8/3/12
- Araceli Mandujano, Yard Supervisor – 1.75 hrs., King, effective 6/11/12 to 8/3/12
- Diane Medellin, Food Services Supervisor – 5.5 hrs., Food Services, effective 7/13/12 to 7/31/12
- Lucy Rose, Food Service Worker I – 2.5 hrs., Richmond, effective 6/13/12 to 8/3/12

CLASSIFIED STAFF – Seamless Summer Meal Program and Summer School

- Wilma Etulain-Baraibar, Cook/Baker – 5.5 hrs., Food Services, Richmond, effective 6/11/12 to 8/3/12
- Anneliese Roa, Program Manager – 5.5 hrs., Food Services, effective 6/22/12 to 7/12/12

**Item "d" –
More Hours**

- Angelica Aguilar, Yard Supervisor, from .75 hr. to 2.50 hrs., King, effective 5/21/12
- Elizabeth Chavez, Yard Supervisor, from 2.25 hrs., to 3.25 hrs., King, effective 5/21/12
- Evette Gonzalez, Yard Supervisor, from 1.75 hrs. to 2.25 hrs., King, effective 5/21/12

**Item "e" –
Promotions**

- Summer Dalafu, from Educational Tutor K-6 – 3.5 hrs., to Special Education Aide – 5.0 hrs., Hamilton, effective 8/16/12
- Carol Gallegos, from Literacy Coach to Curriculum Specialist – English Language Arts – Curriculum, Instruction & Professional Development, effective 7/26/12
- Laura Rodriguez, from READY Program Tutor – 4.5 hrs to Lead READY Program Tutor – 5.0 hrs., King, effective 8/10/12

**Item "f" –
Administrative
Transfers**

- Linda Cruz, Media Services Aide – 5.5 hrs., from King to Richmond, effective 8/2/12
- Kathleen Portugal, Media Services Aide – 5.5 hrs., from Lincoln to Monroe, effective 8/2/12

**Item "g" –
Leave of Absence**

- Pauline Strambi, Teacher, Wilson, effective 5/8/12 to 6/8/12, baby bonding
- Valerie Velazquez, Yard Supervisor – 2.25 hrs., Monroe, effective 2/14/12 to 5/22/12, maternity

**Item "h" –
Ratify Assistant
Superintendent
Employment Contracts
for 2012-2013**

- Joy Gabler, Curriculum, Instruction and Professional Development
- Nancy White, Fiscal Services
- Diane Williams, Human Resources

**Item "i" –
Salary/Wage
Schedules for 2012-13**

- Management/Professional Specialist/Confidential Salary Schedule
- Credentialed Teacher Salary Schedule
- Non-Credentialed Teacher and Intern Salary Schedule "B"
- School Nurse Salary Schedule "C"
- Classified Salary Schedule (Interim)
- Classified, Substitute/Temporary Wage Schedule (Interim)
- Non-Represented Part-time Employee Wage Schedule

**Item "j" –
Declaration of Need**

- Adopt Declaration of Need for Fully Qualified Educators for 2012-2013 School Year (Title 5, 80026)

**Item "k" – Annual
Statement of Need**

- Annual Statement of Need for 30-Day Substitute Teaching Permits

FINANCIAL**Resolution #26-12**

Trustee Revious made a motion to approve Resolution #26-12: Board Delegation of Powers/Duties of Governing Board. Trustee Jay seconded; motion carried 4-0.

**Adoption of 2012-13
Budget**

Trustee Hernandez made a motion to adopt the 2012-13 Hanford Elementary School District Budget. Trustee Jay seconded; motion carried 4-0.

**Legal Services
Agreements**

Trustee Jay made motion to approve legal services agreements and fees for fiscal year 2012-13. Trustee Hernandez seconded; motion carried 4-0.

Consultant Contract

Trustee Hernandez made a motion to approve consultant contract with Mandate Resource Services, LLC for preparation of Mandated Cost Claims. Trustee Jay seconded; motion carried 4-0.

Consultant Contract

Trustee Revious made a motion to approve consultant contract with School Facility Consultants for advisory services related to school facilities funding, financing and planning. Trustee Hernandez seconded; motion carried 4-0.

Consultant Contract

Trustee Revious made a motion to approve consultant contract with Government

Financial Strategies. Trustee Jay seconded; motion carried 4-0.

Consultant Contract Trustee Hernandez made a motion to approve consultant contract with Mangini Associates, Inc. Trustee Revious seconded; motion carried 4-0.

Consultant Contract Trustee Jay made a motion to approve consultant contract with David B. Beller. Trustee Hernandez seconded; motion carried 4-0.

Renewal of Lease Trustee Jay made a motion to renew lease agreement with Mobile Modular Management Corporation for thirteen (13) portable classrooms. Trustee Revious seconded; motion carried 4-0.

Renewal of Lease Trustee Jay made a motion to renew lease agreement with Modular Space Corporation for three (3) portable classrooms. Trustee Hernandez seconded; motion carried 4-0.

Declaration of Surplus Property Trustee Jay made a motion to declare surplus property. Trustee Hernandez seconded; motion carried 4-0.

Adjournment There being no further business, President Hill adjourned the meeting at 7:08 p.m.

Respectfully submitted,

Paul J. Terry,
Secretary to the Board of Trustees

Approved:

Dennis Hill, President


James L. Jay III, Clerk

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HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Paul Terry

FROM: Jaime Martinez 

DATE: June 12, 2012

For: ☒ Board Meeting
☐ Superintendent's Cabinet

For: ☐ Information
☒ Action

Date you wish to have your item considered: June 27, 2012

ITEM: Donation of \$2,723.29 from Monroe PTC

PURPOSE: Accept donation of \$2,723.29 from Monroe PTC for the following:

Study Trips:

6th Grade to Chaffee Zoo Educational Center: \$1747.00

Credit: \$1,747.00 to 0100-0000-0-1110-1000-571020-024-0000
(Transportation)

Yearbooks: \$936.29

Credit: \$936.29 to 0100-0000-0-0000-2700-571030-024-0000
(Print Shop)

Sports Entry Fees

Hanford Zone Track Meet :\$50

County Track Meet: \$40

Credit: \$90.00 to 0100-0000-0-1110-1000-430006-024-0000
(Other Supplies)

FISCAL IMPACT (if any): \$2,723.29

RECOMMENDATION (if any): Action.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Dr. Paul J. Terry

FROM: Silvia Duvall 

DATE: 6-13/12

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 7-11-12

ITEM: Edison International for \$150.00

PURPOSE: instructional supplies

FISCAL IMPACT: \$150.00

RECOMMENDATIONS: accept donations

HANFORD ELEMENTARY SCHOOL DISTRICT

Agenda Request Form

TO: Dr. Paul J. Terry

FROM: Gerry Mulligan

DATE: June 15, 2012

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

FOR: () Information
(X) Action

Date you wish to have your item considered: June 27, 2012

ITEM:

Consider award of bid for the roof replacement of the District Office North Wing.

PURPOSE:

Bids will be accepted until 10:00 a.m. on Tuesday, June 26, 2012. All bids received will then be opened, tabulated and presented to the Board at the Board meeting.

FISCAL IMPACT:

The estimated cost is \$83,000. Funding will be from the Deferred Maintenance Fund.

RECOMMENDATION:

Award bid as presented for the roof replacement of the District Office North Wing.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Paul Terry, Ed.D.

FROM: Doug Carlton

DATE: June 13, 2012

For: ☒ Board Meeting
☐ Superintendent's Cabinet

For: ☐ Information
☒ Action

Date you wish to have your item considered: June 27, 2012

ITEM: Hear and consider for approval 2012-2013 School Plans and School Improvement Plans

PURPOSE: Each school has carefully and thoroughly followed the planning process. Schools have developed Action Strategies that are aligned with the California Department of Education's *Nine Essential Program Components*. School Site Councils, with input from English Language Advisory Committees, have approved the School Plans and School Improvement Plans for the next school year.

Fiscal Impact:

Hamilton Elementary	\$ 208,543
Hanford Community Day	\$ 4,405
Kennedy Jr. High	\$ 171,695
King Elementary	\$ 266,878
Lincoln Elementary	\$ 251,698
Monroe Elementary	\$ 192,645
Richmond Elementary	\$ 168,809
Roosevelt Elementary	\$ 264,146
Simas Elementary	\$ 191,271
Washington Elementary	\$ 159,798
Wilson Jr. High	\$ 166,541

RECOMMENDATION: Approve the 2012-2013 School plans and School Improvement Plans

2012-2013 School Plans and School Improvement Plans: Executive Summary

School Planning

Each school continually maintains, reviews, and revises three documents, that together, guide and provide a record of the planning process and an evaluation of schools' progress toward achieving their established goals. These documents are the Evaluation of Consolidated Programs / Comprehensive Needs Assessment, the Comprehensive Plan for Student Achievement (School Plan), and the School Improvement Plan. Together, these documents form the Single Plan for Student Achievement.

School planning is an ongoing process. Each year, School Leadership Teams and School Site Councils (SSC), along with input from English Language Advisory Committees (ELAC), review schools' progress toward achieving their established goals. This is done through a careful analysis of student achievement data and monitoring of the school's implementation of action strategies.

The graphic below illustrates the planning process.

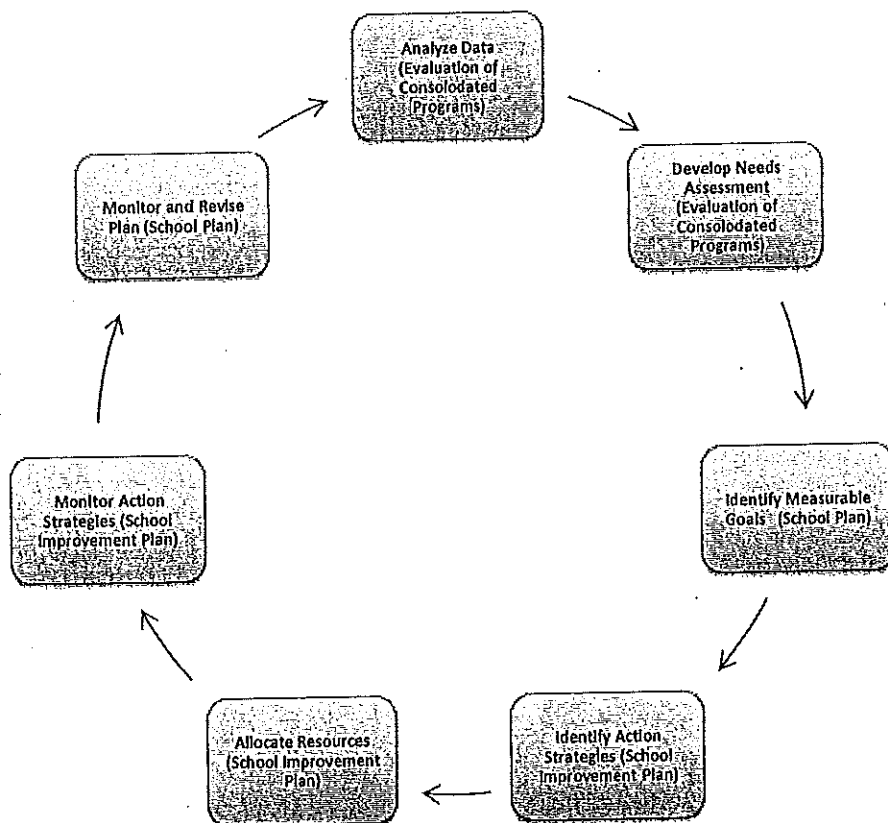


Figure 1: School Planning Process

Evaluation of Consolidated Programs / Comprehensive Needs Assessment

The Evaluation of Consolidated Programs documents the following components of the planning process:

- Analysis of student achievement data
- Areas in which the School Plans and School Improvement Plans were well implemented and led to increases in student achievement
- Areas of need (specific areas of focus that are required to further improve student achievement)

The Comprehensive Plan for Student Achievement (School Plan)

The School Plan documents the following components of the planning process:

- The committee members who participate in the planning process (SSC and ELAC)
- The federal and state categorical funds that will be received by the school
- Goals that will lead to increased student achievement

School Improvement Plans

The School Improvement Plan contains the specific actions that are necessary to achieve each goal, the persons responsible for implementation, and the methods that will be used to measure progress toward achieving each goal. Additionally, the School Improvement Plan, by allocating federal and state funds for each action strategy, shows how much it will cost to achieve each goal.

Each action strategy in the school improvement plan is aligned with the California Department of Education's *Nine Essential Program Components* (EPCs). These EPCs provide specific guidance to improve student achievement.

California Department of Education Nine Essential Program Components

1. Instructional Program (State adopted materials in ELA and mathematics)
2. Instructional Time (Core program and intervention)
3. School Administrator Instructional Leadership Training (AB430 Training)
4. Credentialed Teachers and Professional Development
5. Student Achievement Monitoring System (Benchmark and curriculum imbedded assessments)
6. Ongoing Instructional Assistance and Support for Teachers (Content area and Induction Coaches)
7. Teacher Collaboration
8. Lesson Pacing Schedule
9. Fiscal Support

Summary

Each school has carefully and thoroughly followed the planning process. School Site Councils, with input from English Language Advisory Committees, have approved the School Plans and School Improvement Plans for the next school year. It is the recommendation of this office that the Board of Trustees approve the School Plans and School Improvement Plans for the 2012-2013 school year.

Copies of the School Plans and School Improvement Plans are available at each school site, the District Office, and online (within the HESD network). [HESD Program Evaluation School Site Libraries](#)

The full text of the *Nine Essential Program Components* is available online from the California Department of Education. <http://www.cde.ca.gov/ta/lp/vl/essentialcomp.asp>

HANFORD ELEMENTARY SCHOOL DISTRICT
AGENDA REQUEST FORM

TO: Paul Terry, Ed.D.

FROM: Doug Carlton
DATE: June 18, 2012

For: ☒ Board Meeting
☐ Superintendent's Cabinet

For: ☐ Information
☒ Action

Date you wish to have your item considered: June 27, 2012

ITEM: Approve Consolidated Application for Funding Categorical Aid Programs (Part I Fiscal Year 2012-2013)

PURPOSE: The Consolidated Application is the document that is used to apply for, and report on several federal and state categorical aid programs including:

Title I	Low Income Students
Title II	Teacher Quality
Title III	English Learners
Economic Impact Aid	Low Income Students and English Learners

FISCAL IMPACT: Approximately \$3.3 million in categorical funding is requested through the Consolidated Application.

RECOMMENDATION: Approve the Consolidated Application for Funding Categorical Aid Programs (Part I)

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Dr. Paul J. Terry

FROM: Karen McConnell *KM*

DATE: June 13, 2012

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: June 27, 2012

ITEM: Memorandum of Understanding (MOU) between Kings View Counseling Services and Hanford Elementary School District.

PURPOSE: This Memorandum of Understanding between Kings View Counseling Services and Hanford Elementary School District for the purpose of funding and providing educationally related mental health services to specified students with exceptional needs.

FISCAL IMPACT: Fees for these services are \$109.20 - \$ 141.00 per hour, as outlined in the MOU. The cost will be paid for from the AB 114 budget.

RECOMMENDATIONS: Approve

MEMORANDUM OF UNDERSTANDING
between
Kings View Counseling Services for Kings County
and
Hanford Elementary School District

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

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

1. Scope of Services.

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

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

- a. Assessments

- b. Individual counseling
- c. Group counseling
- d. Case management/consultation services

3. Compensation/Billing.

- a. An accounting/invoice shall be submitted to HESD by KINGS VIEW quarterly for each student indicating the school district of residence; student's date of birth; the nature of the services provide; the total minutes per session and the total sessions; dates on which services were rendered; the revenue received; and the net and/or unreimbursed cost for IEP-driven educationally relevant counseling and guidance services due and payable to KINGS VIEW. The compensation shall be paid within thirty (30) business days after receipt of invoice.
- b. It will be the responsibility of the KINGS VIEW to diligently account for and seek reimbursement from the State for all Medi-Cal/Early and Periodic Screening and Diagnostic Treatment (EPSDT) eligible services.
- c. KINGS VIEW agrees to diligently leverage additional funding from other sources, should any exist or come into existence. Such funding and/or reimbursements received by KINGS VIEW for educationally relevant counseling and guidance services shall offset any amount HESD is required to fund under this MOU.

4. Rate of Service.

KINGS VIEW proposes to bill (HESD) for all staff time required for IEP services at whatever the current Short/Doyle Medi-Cal billing rate is for the particular service. If it is not a billable Medi-Cal service, we will bill the Medi-Cal rate for Mental Health Services.

Medi-Cal rates are based on Kings View's actual costs which are defined and audited by the State, but an interim billing rate is used and is based on as close an estimate to actual costs as possible. Since the State is in the process of changing the methodology for determining that rate, and is also eliminating the State Maximum Allowable, it is possible that the rates could go up or down from they are currently. Therefore, the rates shown below are subject to change based on the above.

KINGS VIEW Medi-Cal Billing Rates (March 31, 2012)

Case Management, Brokerage	\$1.82 per minute	\$109.20 per hour
Mental Health Services	\$2.35 per minute	\$141.00 per hour
Agency Consultation	\$2.35 per minute	\$141.00 per hour

Case Management, Brokerage includes linkage and consultation.

Mental Health Services includes individual, group, and family therapy as well as collateral and rehab.

KINGS VIEW would bill HESD per minute which includes direct face-to-face time as well as documentation time. If a student is eligible for Medi-Cal, any Medi-Cal billable service costs would be credited in the amount of the Federal Financial participation (FFP) which is currently 50%. HESD would then be responsible only for the non-FFP portion for Medi-Cal billable services provided to Medi-Cal eligible children. For example,

Medi-Cal Eligible Student receives an hour of therapy –

Billing is for 1 hour @ \$2.35 per min.	\$ 141.00
Medi-Cal FFP credit @ 50%	(70.50)
Balance to be paid by HESD	\$ 70.50

Non Medi-Cal Eligible Student receives an hour of therapy –

Billing is for 1 hour @ \$2.35 per min.	\$ 141.00
Medi-Cal FFP credit @ 50%	0
Balance to be paid by HESD	\$ 141.00

5. Effective Date and Duration. The MOU and the obligations hereunder shall be effective upon signatures and dates of all parties. The agreement and the scope of services under this MOU will cover all services rendered as of August 1, 2012 shall remain in effect until September 30, 2013.
6. Termination of MOU for Convenience of Either Party. Any party may terminate this MOU at any time by giving to the other party thirty (30) days written notice of each termination. Termination for convenience shall be effective at 11:59 p.m., Pacific Standard Time on the intended date for termination (the "Termination Date"). The terminating party shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. KINGS VIEW shall be paid for all services satisfactorily completed at the rates stated above and not previously paid through payments prior to the effective date of said termination.
7. Termination of MOU for Cause. If either party fails to perform its duties under this MOU or if either party breaches any of the material terms or provisions of the MOU, then the non-breaching party shall have the right to terminate this MOU effective immediately upon giving written notice to the breaching party. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. If the termination for cause is defective for any reason, including, but not limited to, reliance on erroneous facts concerning performance or any defect in notice thereof, then the maximum liability shall not exceed the amount payable to KINGS VIEW under Paragraph 4 above.
8. Entire Agreement and Modification. This MOU supersedes all previous agreements and constitutes the entire understanding of the parties hereto. All parties specifically acknowledge that in entering into and executing this MOU that they shall rely solely upon the provisions contained in this MOU.
9. Enforceability. If any term, covenant, condition, or provision of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.
10. Employment Status. KINGS VIEW and its officers, employees, or agents shall, during the entire term of the MOU, be construed to be an independent contractor and nothing in this MOU is intended nor shall be construed to create an employer-employee relationship, a joint

venture relationship, or to allow LEA to exercise direction or control over the professional manner in which KINGS VIEW performs the services which are the subject matter of this MOU. KINGS VIEW understands and agrees that its employees shall not and will not be eligible for membership in for any benefits from any LEA group plan for hospital, surgical, or medical insurance, or for membership in any LEA retirement program, or for paid vacation, sick leave or other leave, with or without pay, or for any other benefit which accrues to a LEA employee.

11. Warranty of KINGS VIEW. KINGS VIEW warrants that KINGS VIEW and each of the personnel employed or otherwise retained by KINGS VIEW for services performed pursuant to this MOU are properly certified and licensed under the laws and regulations of the State of California to provide the special services herein agreed to. Mental health services shall be provided in a manner consistent with all applicable standards and regulations governing such services. Staff will be either a Licensed Married and Family Therapist, or a Licensed Social Worker, or will be a Masters Level Counselor, or Social Worker with a Pupil Personnel Services Credential. KINGS VIEW also warrants that all of its employees are covered by a current liability insurance policy during the term of this MOU.
12. California Law and Venue. It is agreed this MOU shall be governed by the laws of the State of California. This MOU is made, executed, and performed in the County of Kings.
13. Indemnification.
 - a. Each party agrees to defend, hold harmless, and indemnify the other party's (and the other party's officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses, losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including, but not limited to, personal injury, death at any time, and property damage) arising out of or made necessary by: (a) the indemnifying party's breach of the terms of this MOU, (b) the act or omission of the indemnifying party, its employees, officers, agents, and assigns in connection with the performance of this MOU, and (c) the presence of the indemnifying party, its officers, employees, agents, assigns, or invitees on the other party's premises.
 - b. In the event of any action or proceeding is brought against any party by reason of any claim or demand discussed in this section, upon notice, the indemnifying party shall defend the action or proceeding at the indemnifying party's expense, through counsel reasonably satisfactory to the other party or parties. The obligation to indemnify set forth in this section shall include reasonable attorneys' fees and investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand is made.
 - c. The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage determined by an arbitrator or court of competent jurisdiction to be caused by the sole active negligence or willful misconduct of the other party, its officers, employees, trustees, or agents.
 - d. These indemnification obligations shall survive the expiration and/or termination of this MOU.

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

number of students increase rapidly, KINGS VIEW will be provided one (1) month to secure staff resources in order to address the needs of the student being serviced as outlined on the IEP.

21. Term. This MOU shall cover the period beginning on August 1, 2012 through the close of business on September 30, 2013. However, this MOU may be extended by the parties' mutual written consent.

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

Kings View Counseling Services for Kings County
1393 Bailey Drive
Hanford, CA 93230

And

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

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

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

HANFORD ELEMENTARY SCHOOL DISTRICT

Paul Terry, Superintendent Hanford Elementary
School District

DATE

KINGS VIEW COUNSELING SERVICES FOR KINGS COUNTY

Brenda Johnson-Hill, LMFT Executive Director

DATE

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Dr. Paul J. Terry

FROM: Karen McConnell *KM*

DATE: June 13, 2012

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: June 27, 2012

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

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

FISCAL IMPACT: Fees for these services are \$120.00 per hour, as outlined in the MOU. The cost will be paid for from the AB 114 budget.

RECOMMENDATIONS: Approve

MEMORANDUM OF UNDERSTANDING

between

Tiffany A. Diluzio, LMFT/Teresa A. Jaquez, LMFT
and
Hanford Elementary School District

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

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

1. Scope of Services.

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

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

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

3. Compensation/Billing. An accounting/invoice shall be submitted to HESD by DILUZIO/JAQUEZ monthly for each student indicating the school district of residence; student's date of birth; the nature of the services provide; the total minutes per session and the total sessions; dates on which services were rendered; the revenue received; and the net and/or unreimbursed cost for IEP-driven educationally relevant counseling and guidance services due and payable to DILUZIO/JAQUEZ. The compensation shall be paid within thirty (30) business days after receipt of invoice.
4. Rate of Service. HESD and DILUZIO/JAQUEZ agree to \$120.00 per hour (flat rate) of billing for all services rendered under this agreement.
5. Effective Date and Duration. The MOU and the obligations hereunder shall be effective upon signatures and dates of all parties. The agreement and the scope of services under this MOU will cover all services rendered as of August 1, 2012 shall remain in effect until September 30, 2013.
6. Termination of MOU for Convenience of Either Party. Any party may terminate this MOU at any time by giving to the other party thirty (30) days written notice of each termination. Termination for convenience shall be effective at 11:59 p.m., Pacific Standard Time on the intended date for termination (the "Termination Date"). The terminating party shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. DILUZIO/JAQUEZ shall be paid for all services satisfactorily completed at the rates stated above and not previously paid through payments prior to the effective date of said termination.
7. Termination of MOU for Cause. If either party fails to perform its duties under this MOU or if either party breaches any of the material terms or provisions of the MOU, then the non-breaching party shall have the right to terminate this MOU effective immediately upon giving written notice to the breaching party. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. If the termination for cause is defective for any reason, including, but not limited to, reliance on erroneous facts concerning performance or any defect in notice thereof, then the maximum liability shall not exceed the amount payable to DILUZIO/JAQUEZ under Paragraph 4 above.
8. Entire Agreement and Modification. This MOU supersedes all previous agreements and constitutes the entire understanding of the parties hereto. All parties specifically acknowledge that in entering into and executing this MOU that they shall rely solely upon the provisions contained in this MOU.
9. Enforceability. If any term, covenant, condition, or provision of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.
10. Employment Status. DILUZIO/JAQUEZ and its officers, employees, or agents shall, during the entire term of the MOU, be construed to be an independent contractor and nothing in this MOU is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow LEA to exercise direction or control over the professional manner in which DILUZIO/JAQUEZ performs the services which are the subject matter of this MOU. DILUZIO/JAQUEZ understands and agrees that its employees shall not and will not be eligible for membership in for any benefits from any LEA group plan for hospital, surgical, or medical insurance, or for membership in any LEA retirement program, or for paid

vacation, sick leave or other leave, with or without pay, or for any other benefit which accrues to a LEA employee. 27/64

11. Warranty of DILUZIO/JAQUEZ. DILUZIO/JAQUEZ warrants that DILUZIO/JAQUEZ and each of the personnel employed or otherwise retained by DILUZIO/JAQUEZ for services performed pursuant to this MOU are properly certified and licensed under the laws and regulations of the State of California to provide the special services herein agreed to. Mental health services shall be provided in a manner consistent with all applicable standards and regulations governing such services. Staff will be either a Licensed Married and Family Therapist, or a Licensed Social Worker, or will be a Masters Level Counselor, or Social Worker with a Pupil Personnel Services Credential. DILUZIO/JAQUEZ also warrants that all of its employees are covered by a current liability insurance policy during the term of this MOU.
12. California Law and Venue. It is agreed this MOU shall be governed by the laws of the State of California. This MOU is made, executed, and performed in the County of Kings.
13. Indemnification.
 - a. Each party agrees to defend, hold harmless, and indemnify the other party's (and the other party's officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses, losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including, but not limited to, personal injury, death at any time, and property damage) arising out of or made necessary by: (a) the indemnifying party's breach of the terms of this MOU, (b) the act or omission of the indemnifying party, its employees, officers, agents, and assigns in connection with the performance of this MOU, and (c) the presence of the indemnifying party, its officers, employees, agents, assigns, or invitees on the other party's premises.
 - b. In the event of any action or proceeding is brought against any party by reason of any claim or demand discussed in this section, upon notice, the indemnifying party shall defend the action or proceeding at the indemnifying party's expense, through counsel reasonably satisfactory to the other party or parties. The obligation to indemnify set forth in this section shall include reasonable attorneys' fees and investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand is made.
 - c. The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage determined by an arbitrator or court of competent jurisdiction to be caused by the sole active negligence or willful misconduct of the other party, its officers, employees, trustees, or agents.
 - d. These indemnification obligations shall survive the expiration and/or termination of this MOU.
14. Confidentiality. Services provided by DILUZIO/JAQUEZ are confidential in nature. All mental health records shall be maintained by DILUZIO/JAQUEZ and not shared with HESD or their officers, agents, or employees, except as authorized by law. Confidential information obtained by HESD or its officers, agents, or employees, in the course of receiving services and/or residential placements under this MOU may not be disclosed except as authorized by law or unless HESD secures prior written authorization from DILUZIO/JAQUEZ. HESD and their officers, agents, and employees, agree to obey all applicable laws and regulation, including without limitation the provisions of the Health Information Portability and Accountability Act, the Public Health Service Act (42 U.S.C. Section 290ee-3), Title 42 of the Code of Federal Regulations, any other applicable Federal, State, or local laws, regulations, directives, or guidelines. All student records by HESD are confidential as provided for by the California Education Code and the

Federal Educational Rights and Privacy Act. DILUZIO/JAQUEZ agrees to have all of its employees abide by these confidentiality laws regarding student records.

15. Third Party Rights. Nothing in this MOU shall be construed to give any rights or benefits to anyone other than DILUZIO/JAQUEZ and HESD.
16. Integration. This MOU represents the entire understanding of DILUZIO/JAQUEZ and HESD as to those matters contained herein and supersedes and cancels any prior oral or written understanding, promises, representations, or agreement(s) with respect to those matters covered hereunder. This MOU may not be modified or altered except in writing and signed by all the parties hereto.
17. Legal Compliance. Each party shall comply with all laws as may be applicable for the provision of services within the scope of this MOU, and within the State and Federal audit compliance requirements as set forth by the State Department of Mental Health and Federal regulations.
18. Records.
 - a. DILUZIO/JAQUEZ shall keep complete accurate records as required by law for the services performed pursuant to this MOU. Those records shall only be releasable in accordance with appropriate provisions of law.
 - b. DILUZIO/JAQUEZ shall assure the confidentiality of any records that are required by law to be so maintained.
 - c. DILUZIO/JAQUEZ shall comply with the Health Insurance Portability and Accountability Act of 1996 Public Law 104-19 (HIPAA). DILUZIO/JAQUEZ shall train all of its personnel regarding the requirements of the Act. DILUZIO/JAQUEZ shall implement all privacy protections to individual's identifiable protected health information.
19. Attorney Fees. If the parties become involved in arbitration or litigation concerning this contract or the performance of this contract, the prevailing party shall be entitled to an award of reasonable costs and expenses of arbitration or litigation, including expert witness fees and attorney fees.
20. Staffing. Staffing is dependent on the number of students and amount of services. It is understood these hours may fluctuate based on student's IEP requirements.
21. Term. This MOU shall cover the period beginning on August 1, 2012 through the close of business on September 30, 2013. However, this MOU may be extended by the parties' mutual written consent.

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

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

And

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

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

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

Paul Terry, Superintendent Hanford Elementary
School District

DATE

Tiffany A. Diluzio, LMFT License #MFC 48663

DATE

Teresa A. Jaquez, LMFT License # MFC 49724

DATE

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Dr. Paul Terry
FROM: Liz Simas *LS*
DATE: June 14, 2012

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

Date you wish to have your item considered: June 27, 2012

ITEM: Consider for adoption the following revised Administrative Regulation:

- AR 5132 - Dress and Grooming

PURPOSE: Adds language to the student dress and grooming regulation prohibiting visible tattoos

FISCAL IMPACT (if any): None

RECOMMENDATION (if any): Adopt

Hanford ESD

Administrative Regulation

Dress And Grooming

AR 5132
Students

In cooperation with teachers, students and parents/guardians, the principal or designee shall establish school rules governing student dress and grooming which are consistent with law, Board of Trustees policy and administrative regulations. These school dress codes shall be regularly reviewed.

(cf. 0420 - School Plans/Site Councils)

General Guidelines

School officials may prohibit any apparel, accessory, hairstyle or cosmetic, even if not specifically mentioned in this regulation, that:

1. Creates a safety concern
2. Draws undue attention to the wearer
3. Detracts from the learning process
4. Causes disturbances among other students
5. Is considered gang related

Dress and Grooming Regulations are in effect during all times at school, on the way to school, on the way home from school, and at any school function or activity regardless of location. Each administrator reserves the right to determine and enforce appropriate dress at school and at school-sponsored events.

All clothing shall be neat, clean, and acceptable in repair and appearance and shall be worn within the bounds of decency and good taste as appropriate for school.

1. Shoes must be worn at all times. Closures must be properly secured and have a closed toe and heel. Thongs or backless shoes or sandals are not acceptable. Military style boots, steel toes, cleats, slippers, shoes with rollers, and high heels are prohibited.
2. Clothing, jewelry and personal items (backpacks, fanny packs, gym bags, water bottles etc.) shall be free of writing, pictures or any other insignia which are crude, vulgar, profane or sexually suggestive; shall not bear drug, alcohol or tobacco company

advertising, promotions or likenesses; shall not promote violence, illegal activity, or relate to gang affiliation or activity; and shall not advocate racial, religious or sexual orientation prejudice.

3. Clothing and accessories that can be used as a weapon shall be prohibited.
4. Earrings must be small and worn in ears. Body piercing is prohibited (eyebrows, nose, lips, tongue, etc.)
5. Hair shall be clean and neatly groomed.
6. Hair that causes undue attention to the wearer or is a distraction is not acceptable; i.e., unusual designs, colors, symbols, messages, Mohawks, or "tails" or unusual razor cuts.
7. Belts must be worn through belt loops and may not hang down.
8. Hats, caps, visors and other head coverings shall not be worn indoors. Head bands and sweat bands are prohibited except if participating in sports events. Bandannas and "do-rags" are also prohibited for all students. Each school shall allow students to wear sun-protective clothing, including but not limited to hats, for outdoor use during the school day. Acceptable sun protective headgear is a hat with a 2 inch brim all the way around. (Education Code 35183.5)
9. Clothes shall be worn as intended and be sufficient to conceal undergarments, which shall be worn and covered at all times.
10. See-through clothing, clothing that reveals a bare midriff or chest, or clothes that expose the body in a sexually suggestive manner shall not be worn.
11. Extreme fashion that draws undue attention to the student will not be allowed. This includes exotic clothing, exotic jewelry, extreme make-up, body piercing, visible tattoos etc.
12. Articles of clothing which display gang symbols, profanity, or products or slogans promoting tobacco, alcohol, drugs or sex; materially interfere with school work; create disorder or disrupt the educational process are not allowed.
13. Physical education clothing may not be worn in classes other than physical education
14. Any clothing or apparel that a student or group of students wear to identify themselves for the purpose of harassing, threatening, or intimidating others will not be allowed.
15. Students who participate in nationally recognized youth organizations shall be allowed to wear organization uniforms to school on days when the organization has a scheduled meeting.

Additional clothing requirements:

1. Tops must be worn tucked in and stay tucked in;
2. Bottoms must fit properly (no sagging or bagging)
3. Pants must be hemmed at least one inch above the ground (not stapled, taped, pinned, rubber bands, or elastic around bottom of pant leg) and no higher than ankles;
4. Dresses, skirts, shorts, skorts, and jumpers may not be more than four inches above the knee;
5. Shorts are to be hemmed and not form fitting
6. Outer garments must be no more than one size too large or one size too small.

Coaches and teachers may impose more stringent dress requirements to accommodate the special needs of certain sports and/or classes.

(cf. 3260 - Fees and Charges)

No grade of a student participating in a physical education class shall be adversely affected if the student does not wear standardized physical education apparel because of circumstances beyond the student's control. (Education Code 49066)

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

The principal, staff, students and parent/guardians at each school may establish reasonable dress and grooming regulations for times when students are engaged in extracurricular or other special school activities.

Gang-Related Apparel

At individual schools that have a dress code prohibiting gang-related apparel at school or school activities, the principal, staff and parents/guardians participating in the development of the school safety plan shall define "gang-related apparel" and shall limit this definition to apparel that reasonably could be determined to threaten the health and safety of the school environment if it were worn or displayed on a school campus. (Education Code 35294.1) (See BP/AR 5136 - Gangs)

Because gang-related symbols are constantly changing, definitions of gang-related apparel shall be reviewed at least once each semester at Superintendent's Cabinet and updated whenever related information is received.

Uniforms

In schools where a schoolwide uniform is required, the principal, staff and parents/guardians of the individual school shall jointly select the specific uniform to be worn. (Education Code 35183)

At least six months before a school uniform policy is implemented, the principal or designee shall notify parents/guardians of this policy. (Education Code 35183)

Parents/guardians shall also be informed of their right to have their child exempted.

The principal or designee shall also repeat this notification at the end of the school year so that parents/guardians are reminded before school clothes are likely to be purchased.

The Superintendent or designee shall establish criteria for determining student eligibility for financial assistance when purchasing uniforms.

The Superintendent or designee shall establish a method for recycling or exchanging uniforms as students grow out of them.

Students who participate in a nationally recognized youth organization shall be allowed to wear organization uniforms on days when the organization has a scheduled meeting. (Education Code 35183)

Discipline Consequences for violation of Dress and Grooming Code Regulations

First violation: Parent/guardian contact.

Student may be sent home to change

Second violation: Parent/guardian contact.

Student may be sent home to change;

Level A Citation issued for willful disobedience

Third violation: Parent/guardian contact.

Level B Citation for Defiance of Authority

Regulation HANFORD ELEMENTARY SCHOOL DISTRICT

adopted: May 5, 2002 Hanford, California

revised: June 18, 2003

revised: June 6, 2006

HANFORD ELEMENTARY SCHOOL DISTRICT
Human Resources Department
AGENDA REQUEST FORM

TO: Dr. Paul Terry

FROM: Diane Williams

DATE: June 18, 2012

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

☐ Information
☒ Action

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **June 27, 2012**

ITEM: Consider adoption of the following revised Board Policy.

PURPOSE: The following Board Policy reflects changes (see underlined and strikeouts) that are necessary to align with current practices and procedures.

- BP 4362 – Vacation and Holidays (revised)

FISCAL IMPACT: This change would reduce the potential liability of vacation payoff when a management employee leaves District service.

RECOMMENDATION: Adopt.

Management, Supervisory, and Confidential Employees

BP 4362(a)

VACATION AND HOLIDAYS

A. Vacation Allowance

1. Twelve-month certificated and all classified probationary or permanent managers and supervisors contracted to work 223 days per year shall earn 22 duty-free days without loss of pay (vacation) each fiscal year. Probationary or permanent managers and supervisors contracted to work fewer than 223 days per year shall be credited with that pro rata share of 22 days that equals 223 days divided by the number of work days assigned to their position. In addition, the pro-rata share of vacation for the probationary or permanent managers and supervisors contracted to work less than 223 days is not compensated as duty-free days, but instead is compensated in the annual salary amount. Fractional days of .5 or more resulting from the pro-rata shall be rounded up to the next full day. Fractional days of less than .5 shall be rounded down.
2. Twelve-month probationary or permanent confidential employees shall earn duty-free vacation days without loss of pay as follows.

1-5 years of service	14 days per year
6-10 years of service	16 days per year
11-14 years of service	18 days per year
15-19 years of service	20 days per year
20 years of more of service	22 days per year

In addition, the pro-rata share of vacation for the probationary or permanent confidential employees contracted to work less than 223 days is not compensated as duty-free days, but instead is compensated in the annual salary amount.

3. The annual vacation allowance of probationary and permanent managers, supervisors, and confidential employees who are hired after the beginning of the standard work year for their positions, or who leave district service prior to the completion of their standard work year, shall be prorated as described under A. 1. above.

B. Vacation Credit and Accumulation

1. Annual vacation allowances shall be credited to employees on July 1 of each year and shall be available for use, upon approval, anytime during the year.
2. Not more than ~~26~~ 22 days of earned, unused vacation as of the payroll cutoff date in June of any year shall be carried forward into the new fiscal year. Unused earned vacation days accumulated in excess of ~~26~~ 22 days as of June 30, shall be paid off with the employee's last paycheck for the year.

VACATION AND HOLIDAYS (continued)

3. For employees leaving the district, unused earned vacation days shall be paid off with the employee's last pay warrant at the employee's regular per diem rate. Unearned vacation days used during the year but not earned as of the date of separation from service shall result in an appropriate deduction from the employee's last pay warrant at the employee's regular per diem rate.

C. Vacation Approval

1. All vacation requests shall be submitted reasonably in advance to the employee's immediate supervisor for his/her consideration and approval.
2. When considering vacation requests, managers and supervisors are expected to balance the employee's preference against the district's needs for his/her services at the time the employee wishes to be on vacation.
3. Vacation requests for all department heads and division or program managers shall be approved by the Superintendent or designee.

D. Holidays

1. All probationary and permanent management, supervisory, and confidential employees shall be off duty without loss of pay on legal and Board-designated holidays during which schools and/or offices are closed.

(cf. 6115 - Ceremonies and Observances)

2. Managers, supervisors, and confidential employees shall not be assigned, nor permitted, to work on a holiday except in emergencies. Necessary assignment for work on a holiday shall be approved by the Superintendent or designee.
3. When assigned to work on a holiday due to an emergency, the employee shall be given the choice of a day off in lieu of the holiday or pay at his/her regular per diem rate.

Legal Reference: (see next page)

VACATION AND HOLIDAYS (continued)

*Legal Reference:*EDUCATION CODE*37220 School holidays**44988 Designation of alternative holidays**45130 Exclusion from overtime provisions; work on holidays**45197 Annual vacations**45200 Interruption or termination of vacation leave**45203 Paid holidays 45206 Substitute holiday**45206.5 Admission day*

Policy

adopted: March 4, 1992

revised: November 7, 2001

revised: June 17, 2002

revised: February 9, 2009

revised: February 16, 2011

revised: _____, 2012

HANFORD ELEMENTARY SCHOOL DISTRICT

Hanford, California

HANFORD ELEMENTARY SCHOOL DISTRICT
Human Resources Department
AGENDA REQUEST FORM

TO: Dr. Paul Terry
FROM: Diane Williams
DATE: June 18, 2012
FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

☐ Information
☒ Action

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **June 27, 2012**

ITEM: Consider adoption of the following revised Board Policy.

PURPOSE: The following Administrative Regulation reflects changes (see underlined and strikeouts) that are necessary to align with current practices and procedures as well as recommendations by CSBA due to State and federal law mandates and Education Code changes.

- AR 4217.3 – Layoff and Reemployment Rights (revised)

FISCAL IMPACT: None.

RECOMMENDATION: Adopt.

LAYOFF AND REEMPLOYMENT RIGHTS

Classified employees shall be subject to layoff for lack of work or lack of funds. (Education code 45114, 45308)

A. Order of Layoff Within a Classification/Determination of Seniority

1. Layoff or reduction in assigned time of permanent or probationary classified employees shall be within a classification. The order of layoff shall be based on seniority within the class and higher classes in which the employee has served in the district.
2. Seniority for purposes of layoff or reduction in assigned time shall be determined in accordance with the provisions of the collective bargaining agreement between the district and the classified bargaining unit.
3. The Human Resources Department shall maintain up-to-date records of each employee's seniority in the district, in the bargaining unit, and in each classification in which the employee served, and shall determine the seniority of employees hired into a class on the same date by the procedures set forth in the collective bargaining agreement.
4. Length of service credit shall include time spent on military leaves of absence while employed by the district, including voluntary or involuntary active duty during a period of national emergency or war as a member of the Military Reserve or the National Guard.

(cf. 4161.5/4261.5/6361.5 - Military Leave)

5. Length of service credit for other types of unpaid leaves shall be in accordance with law and the provisions of the collective bargaining agreement.
6. Short-term and substitute employees are not part of the classified service and may be terminated at anytime without regard to the layoff and reemployment procedures in this regulation. NO permanent or probationary classified employee shall be laid off or suffer a reduction in assigned time while a short-term temporary or substitute employee is retained for work the employee is qualified to perform. This prohibition does not apply to the retention of a short-term employee who is hired for a period not exceeding 45 days after which the short-term service may not be extended or renewed.

(cf. 4221 - Temporary/Substitute Personnel)

LAYOFF AND REEMPLOYMENT RIGHTS (continued)**B. Notice of Layoff/Reduction in Assigned Time**

Classified employees subject to layoff or reduction in assigned time because of lack of work or lack of funds shall receive notice of the layoff at least 45 days before the effective date of the layoff or reduction in assigned time, and shall be informed of their reemployment and displacement rights, if any. The notice shall be given in writing no later than April 29, if the layoff is for lack of funds due to the expiration of a specially funded program at the end of any school year. The district is not obligated to provide 45 days' notice to any person hired as a short-term or substitute employee, as defined in Education Code 45103.

The district is not bound to provide 45 days' notice in the event of an actual and existing financial inability to pay the salaries of classified employees or if the layoff is due to a lack of work resulting from conditions not foreseeable or preventable by the district.

C. Voluntary Demotion, Reduction of Hours, or Retirement

Employees may take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or in order to remain in their present position, or may elect to retire. Employees who do so shall be granted the same rights as persons laid off.

D. Reemployment Eligibility

1. Classified employees laid off because of lack of work or lack of funds are eligible for reemployment within a period of 39 months from the date of layoff, and shall be reemployed in preference to new applicants. Persons so laid off also have the right to apply and establish their qualification for vacant promotional positions within the district during the 39-month period. When an employee is reemployed in a class that is different from the one in which he/she had permanent status, the employee shall be required to serve a probationary period for the new position.
2. Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff, or reassignment shall retain eligibility for reemployment in a vacant position in the class from which demoted or reassigned, or reinstatement to number of hours they previously held, for an additional period of 24 months, provided that the same tests of fitness under which they qualified for appointment to the class are still applicable.
3. Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall have the option of returning to a position in their former class or to positions with increased assigned time as vacancies become available, and without limitation of time. If there is a valid reemployment list, they shall be ranked on that list in accordance with their proper seniority.

LAYOFF AND REEMPLOYMENT RIGHTS (continued)

4. In order to be ~~reinstated~~-reemployed, an employee must be fully capable of performing the essential functions of the job. Employees who are unable to assume the essential functions of the position offered at the time called for reemployment will be kept on the reemployment list until another vacancy occurs and the employee is able to return to work or until the remainder of the 39 calendar months expired, whichever occurs sooner.

E. Reemployment Procedures

1. Reemployment or reinstatement offers shall be made in the order of the employee with the greatest seniority in the class.
2. When a vacancy occurs, the most senior employee on the reemployment list for the classification will be so notified by ~~certified U.S. mail~~ at his/her last known address by the fastest means possible and given the opportunity to accept or reject appointment into the vacant position. The employee must advise the district of his/her decision not later than five work days following notification. If the employee accepts, he/she must report to work within two calendar weeks from the vacancy notification date unless a later date is specified or agreed to by the district.

F. Rights Upon Reemployment/Reinstatement

An employee on a reemployment list will be reemployed with all rights and benefits accorded to him/her at the time of the reduction in service.

1. A probationary employee will be reemployed as a probationary employee, and the time served toward the completion of the required probationary period will be counted.
2. When reemployed, the employee will be placed on the salary step held at the time of layoff. An employee who bumped into a lower class will, when reinstated to the previous class, be placed on the salary step to which he/she would have progressed had he/she remained there. An adjusted anniversary date will be established for step increment purposes so as to reflect the actual amount of time served in the district.
3. Sick leave (personal illness or injury leave) credits accrued prior to being placed on a reemployment list shall be restored when the employee is reemployed.

Legal reference (next page)

LAYOFF AND REEMPLOYMENT RIGHTS (continued)

Legal Reference:

EDUCATION CODE

45101 Definitions

45103 Classified service in districts not incorporating the merit system

45105 Positions under various acts not requiring certification qualifications; classification

45113 Rules and regulations for classified service in districts not incorporating the merit system

45114 Layoff and reemployment procedures; definitions

45115 Layoff: Reinstatement from service retirement

45117 Notice of layoff

45286 Limited term employees

45297 Right to take equivalent examination while employee in military service

45298 Reemployment and promotional examination preference of persons laid off; voluntary demotions or reductions in time

45308 Order of layoff and reemployment; length of service

45309 Reinstatement of permanent noncertified employees after resignation

UNITED STATES CODE, TITLE 38

4301-4307 Veterans' Reemployment Rights

COURT DECISIONS

San Mateo City School District v. Public Employment Relations Board (1983) 33 Cal.3d 850, 866

Management Resources:

WEB SITESCalifornia School Employees Association: <http://www.csea.com>

Regulation

approved: May 4, 1994

revised: November 7, 2001

revised: November 1, 2005

revised: _____ 2012

HANFORD ELEMENTARY SCHOOL DISTRICT

Hanford, California

Hanford Elementary School District
HUMAN RESOURCES DEPARTMENT

AGENDA REQUEST FORM

TO: Dr. Paul Terry

FROM: Diane Williams

DATE: June 18, 2012

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

☐ Information

☒ Action

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: June 27, 2012

ITEM: Hear public comments and consider approval of negotiated amendments to the 2010-2013 Collective Bargaining Agreement with Hanford Elementary Teachers Association (HETA) as well as corresponding Certificated Salary Schedules.

PURPOSE: To meet the public hearing requirements of Government Code Section 3547, and authorize implementation of the negotiated amendments to the HETA contract.

The amendments were ratified by HETA on June 5, 2012. Sunshining of the Amendments began June 13, 2012.

FISCAL IMPACT: The Costs of the negotiated contract amendments and funding sources were disclosed at the June 13, 2012, regular Board meeting.

RECOMMENDATION: Hear public comments and approve amendments.

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT
In Accordance with AB 1200 (Statutes of 1991, Chapter 1213); G.C. 3547.5

Hanford Elementary School District

Name of Bargaining Unit: Hanford Elementary Teachers Association

Certificated X Classified _____
New Agreement _____ or Reopener X

The proposed agreement is a three-year agreement that covers the period beginning July 1, 2010 and ending June 30, 2013 and will be acted upon by the Governing Board at its meeting on June 27, 2012.

A.(1) Proposed Change in Compensation

Compensation		Cost Prior to Proposed Agreement	Fiscal Impact of Proposed Agreement Increase (Decrease) and Percentage Change		
			Current Year 2012-13	Year 2 2013-14	Year 3 2014-15
1.	Base Salary	\$ 15,684,105	\$ 0 0%	\$ 0 0%	\$ 0 0%
2.	Other Compensation -- i.e. Stipends or Bonuses	\$ 0	\$ 0 0%	\$ 0 0%	\$ 0 0%
3.	Total Salary - (Sum of 1 & 2)	\$ 15,684,105	\$ 0 0%	\$ 0 0%	\$ 0 0%
4.	Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare	\$ 1,936,987	\$ 0 0%	\$ 0 0%	\$ 0 0%
5.	Health/Welfare Benefits	\$ 3,030,823	\$ 0 0%	\$ 0 0%	\$ 0 0%
6.	Total Benefits - (Total Lines 4 & 5)	\$ 4,967,810	\$ 0 0%	\$ 0 0%	\$ 0 0%
7.	Total Compensation -- (sum of 3 & 6)	\$ 20,651,915	\$ 0 0%	\$ 0 0%	\$ 0 0%

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

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

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

The District and HETA negotiating teams agreed to no changes in compensation for the 2012-2013 school year.

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

None

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

None

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT
In Accordance with AB 1200 (Statutes of 1991, Chapter 1213); G.C. 3547.5

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

No contingency language is included in the proposed agreement.

- E. Source of Funding for Proposed Agreement

1. Current Year

Not Applicable for 2012-13

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

Not Applicable for 2012-13

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

Not Applicable for 2012-13

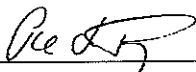
- 3A. For multi-year agreements, please provide a multi-year financial projection covering the term of the agreement. Include all assumptions used in the projections, growth, COLA, etc.

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

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

G. Certification

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



District Superintendent
(Signature)

June 13, 2012
Date

Contact Person: Nancy White

Telephone No.: (559) 585-3628

IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET
In accordance with AB3141 (Statutes of 1994, Chapter 650) (EC42142)

	(Col. 1) Latest Board- Approved Budget	(Col. 2) Adjustments as a Result of Settlement (from page 1)	(Col. 3) Other Revisions (provide explanation)	(Col. 4) Total Impact on Budget (Col. 1+2+3)
REVENUES				
Revenue Limit Source (8010-8099)				
Remaining Revenues (8100-87991)				
TOTAL REVENUES				
EXPENDITURES	No Change -			
1000 Certificated Salaries	Not Applicable	for 2012-13		
2000 Classified Salaries				
3000 Employees' Benefits				
4000 Books and Supplies				
5000 Services and Operating Exps				
6000 Capital Outlay				
7000 Other				
TOTAL EXPENDITURES				
OPERATING SURPLUS (DEFICIT)				
OTHER SOURCES AND TRANSFERS IN				
OTHER USES AND TRANSFERS OUT				
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE				
BEGINNING BALANCE				
CURRENT YEAR ENDING BALANCE				
COMPONENTS OF ENDING BALANCE:				
Reserved Amounts				
Reserved for Economic Uncertainties				
Board Designated Amounts				
Unappropriated Amounts				

A. Date of governing board approval of budget revisions in Col. 1 Not Applicable

Contact Person: Nancy White

Date: June 13, 2012

Description	Object Codes	2012-13 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2013-14 Projection (C)	% Change (Cols. E-C/C) (D)	2014-15 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. Revenue Limit Sources	8010-8099	25,435,247.00	0.00%	25,435,246.54	0.00%	25,435,246.54
2. Federal Revenues	8100-8299	2,747,890.00	0.00%	2,747,890.00	0.00%	2,747,890.00
3. Other State Revenues	8300-8599	8,812,910.00	0.00%	8,812,910.00	0.00%	8,812,910.00
4. Other Local Revenues	8600-8799	2,199,626.00	0.00%	2,199,626.00	0.00%	2,199,626.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	0.00	0.00%	0.00	0.00%	0.00
6. Total (Sum lines A1 thru A5)		39,195,672.54	0.00%	39,195,672.54	0.00%	39,195,672.54
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries				20,695,442.00		20,393,742.00
a. Base Salaries				482,300.00		482,300.00
b. Step & Column Adjustment				0.00		0.00
c. Cost-of-Living Adjustment				(784,000.00)		(1,180,000.00)
d. Other Adjustments						
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	20,695,442.00	-1.46%	20,393,742.00	-3.42%	19,696,042.00
2. Classified Salaries				7,543,202.00		6,460,002.00
a. Base Salaries				70,800.00		70,800.00
b. Step & Column Adjustment				0.00		0.00
c. Cost-of-Living Adjustment				(1,154,000.00)		(590,000.00)
d. Other Adjustments						
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	7,543,202.00	-14.36%	6,460,002.00	-8.04%	5,940,802.00
3. Employee Benefits	3000-3999	9,213,667.00	0.00%	9,213,667.00	0.00%	9,213,667.00
4. Books and Supplies	4000-4999	1,821,420.00	-10.98%	1,621,420.00	0.00%	1,621,420.00
5. Services and Other Operating Expenditures	5000-5999	2,951,622.00	-8.47%	2,701,622.00	0.00%	2,701,622.00
6. Capital Outlay	6000-6999	138,383.00	-81.87%	25,083.00	0.00%	25,083.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	258,681.00	0.00%	258,681.00	0.00%	258,681.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(65,076.00)	153.67%	(165,076.00)	0.00%	(165,076.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%	0.00	0.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments				(523,000.00)		0.00
11. Total (Sum lines B1 thru B10)		42,557,341.00	-6.04%	39,986,141.00	-1.74%	39,292,241.00
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)						
		(3,361,668.46)		(790,468.46)		(96,568.46)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01, line F1e)		6,987,665.00		3,625,996.54		2,835,528.08
2. Ending Fund Balance (Sum lines C and D1)		3,625,996.54		2,835,528.08		2,738,959.62
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	122,622.00		122,622.00		122,622.00
b. Restricted	9740	1,295,818.00		1,186,395.00		1,126,472.00
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	0.00		0.00		0.00
d. Assigned	9780	700,000.00		0.00		0.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	1,487,500.00		1,427,000.00		1,427,000.00
2. Unassigned/Unappropriated	9790	20,057.00		99,511.08		62,865.62
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		3,625,997.00		2,835,528.08		2,738,959.62

Description	Object Codes	2012-13 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2013-14 Projection (C)	% Change (Cols. E-C/C) (D)	2014-15 Projection (E)
E. AVAILABLE RESERVES						
1. General Fund		0.00		0.00		0.00
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789	1,487,500.00		1,427,000.00		1,427,000.00
c. Unassigned/Unappropriated	9790	20,057.00		99,511.08		62,865.62
d. Negative Restricted Ending Balances (Negative resources 2000-9999) (Enter projections)	979Z			0.00		0.00
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
3. Total Available Reserves - by Amount (Sum lines E1a thru E2c)		1,507,557.00		1,526,511.08		1,489,865.62
4. Total Available Reserves - by Percent (Line E3 divided by Line F3c)		3.54%		3.82%		3.79%
F. RECOMMENDED RESERVES						
1. Special Education Pass-through Exclusions For districts that serve as the administrative unit (AU) of a special education local plan area (SELPA):						
a. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?	No					
b. If you are the SELPA AU and are excluding special education pass-through funds: 1. Enter the name(s) of the SELPA(s):						
2. Special education pass-through funds (Column A: Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223; enter projections for subsequent years 1 and 2 in Columns C and E)		0.00				
2. District ADA Used to determine the reserve standard percentage level on line F3d (Col. A: Form A, Estimated P-2 ADA column, lines 3, 6, and 25; enter projections)		5,462.00		5,462.00		5,462.00
3. Calculating the Reserves						
a. Expenditures and Other Financing Uses (Line B11)		42,557,341.00		39,986,141.00		39,292,241.00
b. Plus: Special Education Pass-through Funds (Line F1b2, if Line F1a is No)		0.00		0.00		0.00
c. Total Expenditures and Other Financing Uses (Line F3a plus line F3b)		42,557,341.00		39,986,141.00		39,292,241.00
d. Reserve Standard Percentage Level (Refer to Form 01CS, Criterion 10 for calculation details)		3%		3%		3%
e. Reserve Standard - By Percent (Line F3c times F3d)		1,276,720.23		1,199,584.23		1,178,767.23
f. Reserve Standard - By Amount (Refer to Form 01CS, Criterion 10 for calculation details)		0.00		0.00		0.00
g. Reserve Standard (Greater of Line F3e or F3f)		1,276,720.23		1,199,584.23		1,178,767.23
h. Available Reserves (Line E3) Meet Reserve Standard (Line F3g)		YES		YES		YES

HANFORD ELEMENTARY SCHOOL DISTRICT

ADOPTED BUDGET 2012/2013

MULTIYEAR PROJECTIONS – UNRESTRICTED ASSUMPTIONS

- Revenue Limit
 - COLA is projected at 0% for 12/13, 13/14 and 14/15.
 - The estimated reduction of \$441/ADA if the Tax Proposal does not pass is reduced from the 12/13, 13/14 and 14/15 revenue estimate.
 - Maintained current manner of funding for Revenue Limit. Did not include the Governor's Weighted Pupil funding proposal.
- Did not budget for Mandated Costs revenue in 12/13, 13/14 or 14/15.
- Assumed flexibility through June 30, 2014 for K-3 CSR.
- Assumed extended State Categorical Programs flexibility transfer options through June 30, 2015.
- ADA is projected to remain flat (no decline or increase).
- Negotiations are tentatively settled with the certificated union for 12/13, and if approved, will result in \$0 cost. Negotiations are not yet settled with the classified union.
- Projected salary and/or health benefit COLA's are estimated at 0% for 12/13, 13/14 and 14/15.
- Projected the following possible expenditure reductions necessary if the proposed Tax Initiative does not pass and due to other increased costs (such as step and column/class raises):

2012-13

▪ Eliminate Classified & Management/Confidential Positions mid-year	\$(273,000)
▪ Reduce Department budgets	(250,000)
	<u>\$(523,000)</u>

Multiyear Projections – Unrestricted Assumptions (continued)

Page 2

2013-14

▪ Reduce School Year by 5 days	\$(700,000)
Certificated \$(500,000)	
Classified \$(200,000)	
▪ Eliminate Certificated & Management Positions	(229,000)
▪ Eliminate additional Classified & Management Positions	(916,000)
(includes full year savings from previous year's mid-year layoffs)	
▪ Reduce Department Budgets	(250,000)
▪ Eliminate Athletics	(100,000)
▪ Eliminate SRO	(100,000)
▪ Eliminate Reserve for Capital Facilities	(700,000)
	<u>\$(2,995,000)</u>

2014-15

▪ Eliminate additional certificated and management positions	\$(514,000)
▪ Eliminate additional classified and management positions	(319,000)
▪ Reduce Pay 3%	(825,000)
Certificated \$(600,000)	
Classified \$(225,000)	
	<u>\$(1,658,000)</u>

Description	Object Codes	2012-13 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2013-14 Projection (C)	% Change (Cols. E-C/C) (D)	2014-15 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted except line A11)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. Revenue Limit Sources	8010-8099	25,010,459.00				
a. Base Revenue Limit per ADA (Form RL, line 4, ID 0024)		6,435.51	0.00%	6,435.51	0.00%	6,435.51
b. AB 851 Add-on (Meals, BTS, Special Adj.) (Form RL, line 5b, ID 0719)		0.00	0.00%	0.00	0.00%	0.00
c. Revenue Limit ADA (Form RL, line 5c, ID 0033)		5,526.07	0.00%	5,526.07	0.00%	5,526.07
d. Total Base Revenue Limit ((Line A1a plus A1b) times A1e) (ID 0034, 0724)		35,563,078.75	0.00%	35,563,078.75	0.00%	35,563,078.75
e. Other Revenue Limit (Form RL, lines 6 thru 14)		79,635.00	0.00%	79,635.00	0.00%	79,635.00
f. Total Revenue Limit Subject to Deficit (Sum lines A1d plus A1e, ID 0082)		35,642,713.75	0.00%	35,642,713.75	0.00%	35,642,713.75
g. Deficit Factor (Form RL, line 16)		0.77728	0.00%	0.77728	0.00%	0.77728
h. Deficit Revenue Limit (Line A1f times line A1g) (ID 0284)		27,704,368.54	0.00%	27,704,368.54	0.00%	27,704,368.54
i. Plus; Other Adjustments (e.g., basic aid, charter schools object 8015, prior year adjustments objects 8019 and 8099)		(424,788.00)	0.00%	(424,788.00)	0.00%	(424,788.00)
j. Revenue Limit Transfers (Objects 8091 and 8097)		(2,269,122.00)	0.00%	(2,269,122.00)	0.00%	(2,269,122.00)
k. Other Adjustments (Form RL, lines 18 thru 20 and line 41)						
l. Total Revenue Limit Sources (Sum lines A1h thru A1l) (Must equal line A1)		25,010,458.54	0.00%	25,010,458.54	0.00%	25,010,458.54
2. Federal Revenues	8100-8299	325,000.00	0.00%	325,000.00	0.00%	325,000.00
3. Other State Revenues	8300-8599	5,143,591.00	0.00%	5,143,591.00	0.00%	5,143,591.00
4. Other Local Revenues	8600-8799	476,500.00	0.00%	476,500.00	0.00%	476,500.00
5. Other Financing Sources		0.00	0.00%	0.00	0.00%	0.00
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	(1,886,835.00)	0.00%	(1,886,835.00)	0.00%	(1,886,835.00)
c. Contributions	8980-8999		0.00%		0.00%	
6. Total (Sum lines A1l thru A5)		29,068,714.54	0.00%	29,068,714.54	0.00%	29,068,714.54
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries				17,081,675.00		16,802,675.00
a. Base Salaries				450,000.00		450,000.00
b. Step & Column Adjustment				0.00		0.00
c. Cost-of-Living Adjustment				(729,000.00)		(1,114,000.00)
d. Other Adjustments					-3.95%	
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	17,081,675.00	-1.63%	16,802,675.00		16,138,675.00
2. Classified Salaries				4,906,300.00		3,830,900.00
a. Base Salaries				40,600.00		40,600.00
b. Step & Column Adjustment				0.00		0.00
c. Cost-of-Living Adjustment				(1,116,000.00)		(544,000.00)
d. Other Adjustments					-13.14%	
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	4,906,300.00	-21.92%	3,830,900.00		3,327,500.00
3. Employee Benefits	3000-3999	7,298,866.00	0.00%	7,298,866.00	0.00%	7,298,866.00
4. Books and Supplies	4000-4999	850,649.00	-23.51%	650,649.00	0.00%	650,649.00
5. Services and Other Operating Expenditures	5000-5999	2,264,882.00	-11.04%	2,014,882.00	0.00%	2,014,882.00
6. Capital Outlay	6000-6999	113,300.00	-100.00%	0.00	0.00%	0.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	0.00	0.00%	0.00	0.00%	0.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(225,212.00)	44.40%	(325,212.00)	0.00%	(325,212.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%	0.00	0.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments (Explain in Section F below)				(523,000.00)		0.00
11. Total (Sum lines B1 thru B10)		32,290,460.00	-7.87%	29,749,760.00	-2.17%	29,105,360.00
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)						
		(3,221,745.46)		(681,045.46)		(36,645.46)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01, line F1e)		5,551,924.00		2,330,178.54		1,649,133.08
2. Ending Fund Balance (Sum lines C and D1)		2,330,178.54		1,649,133.08		1,612,487.62
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	122,622.00		122,622.00		122,622.00
b. Restricted	9740					
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	0.00		0.00		0.00
d. Assigned	9780	700,000.00		0.00		0.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	1,487,500.00		1,427,000.00		1,427,000.00
2. Unassigned/Unappropriated	9790	20,057.00		99,511.08		62,865.62
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		2,330,179.00		1,649,133.08		1,612,487.62

Description	Object Codes	2012-13 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2013-14 Projection (C)	% Change (Cols. E-C/C) (D)	2014-15 Projection (E)
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	1,427,500.00		1,427,000.00		1,427,000.00
c. Unassigned/Unappropriated	9790	20,057.00		99,511.08		62,865.62
(Enter reserve projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted.)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750			0.00		0.00
b. Reserve for Economic Uncertainties	9789			0.00		0.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
3. Total Available Reserves (Sum lines E1a thru E2c)		1,507,557.00		1,526,511.08		1,489,865.62
F. ASSUMPTIONS						
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.						
Please see attached sheets.						

56/64

Hanford Elementary
Kings CountyJuly 1 Budget (Single Adoption)
General Fund
Multiyear Projections
Restricted16 63917 0000000
Form MYP

Description	Object Codes	2012-13 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2013-14 Projection (C)	% Change (Cols. E-C/C) (D)	2014-15 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. Revenue Limit Sources	8010-8099	424,788.00	0.00%	424,788.00	0.00%	424,788.00
2. Federal Revenues	8100-8299	2,422,890.00	0.00%	2,422,890.00	0.00%	2,422,890.00
3. Other State Revenues	8300-8599	3,669,319.00	0.00%	3,669,319.00	0.00%	3,669,319.00
4. Other Local Revenues	8600-8799	1,723,126.00	0.00%	1,723,126.00	0.00%	1,723,126.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	1,886,835.00	0.00%	1,886,835.00	0.00%	1,886,835.00
6. Total (Sum lines A1 thru A5)		10,126,958.00	0.00%	10,126,958.00	0.00%	10,126,958.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries				3,613,767.00		3,591,067.00
a. Base Salaries				32,300.00		32,300.00
b. Step & Column Adjustment				0.00		0.00
c. Cost-of-Living Adjustment				(55,000.00)		(66,000.00)
d. Other Adjustments						
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	3,613,767.00	-0.63%	3,591,067.00	-0.94%	3,557,367.00
2. Classified Salaries				2,636,902.00		2,629,102.00
a. Base Salaries				30,200.00		30,200.00
b. Step & Column Adjustment				0.00		0.00
c. Cost-of-Living Adjustment				(38,000.00)		(46,000.00)
d. Other Adjustments						
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	2,636,902.00	-0.30%	2,629,102.00	-0.60%	2,613,302.00
3. Employee Benefits	3000-3999	1,914,801.00	0.00%	1,914,801.00	0.00%	1,914,801.00
4. Books and Supplies	4000-4999	970,771.00	0.00%	970,771.00	0.00%	970,771.00
5. Services and Other Operating Expenditures	5000-5999	686,740.00	0.00%	686,740.00	0.00%	686,740.00
6. Capital Outlay	6000-6999	25,083.00	0.00%	25,083.00	0.00%	25,083.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	258,681.00	0.00%	258,681.00	0.00%	258,681.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	160,136.00	0.00%	160,136.00	0.00%	160,136.00
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%	0.00	0.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments (Explain in Section F below)						
11. Total (Sum lines B1 thru B10)		10,266,881.00	-0.30%	10,236,381.00	-0.48%	10,186,881.00
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)						
		(139,923.00)		(109,423.00)		(59,923.00)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01, line F1e)		1,435,741.00		1,295,818.00		1,186,395.00
2. Ending Fund Balance (Sum lines C and D1)		1,295,818.00		1,186,395.00		1,126,472.00
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	0.00				
b. Restricted	9740	1,295,818.00		1,186,395.00		1,126,472.00
c. Committed						
1. Stabilization Arrangements	9750					
2. Other Commitments	9760					
d. Assigned	9780					
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789					
2. Unassigned/Unappropriated	9790	0.00		0.00		0.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		1,295,818.00		1,186,395.00		1,126,472.00

Description	Object Codes	2012-13 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2013-14 Projection (C)	% Change (Cols. E-C/C) (D)	2014-15 Projection (E)
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
(Enter reserve projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted.)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
3. Total Available Reserves (Sum lines E1a thru E2c)						
F. ASSUMPTIONS						
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.						
PLEASE SEE ATTACHED ASSUMPTIONS.						

HANFORD ELEMENTARY SCHOOL DISTRICT

ADOPTED BUDGET 2012/2013

MULTIYEAR PROJECTIONS – RESTRICTED ASSUMPTIONS

- Assumed a 9% reduction in Title I funding from 12/13 on.
- Revenue Limit and other State program COLA's are projected at 0% for 12/13, 13/14 and 14/15. A 0% COLA is projected for Federal funds.
- Assumed extended State Categorical Programs flexibility transfer options through June 30, 2015.
- Assumed Transportation funding in 12/13, 13/14 and 14/15.
- Projected the following possible expenditure reductions necessary if the proposed Tax Initiative does not pass and due to other increased costs (such as step and column/class raises):

2013-14

▪ Reduce School Year by 5 days		\$(93,000)
Certificated	\$(55,000)	
Classified	\$(38,000)	
		<u>\$(93,000)</u>

2014-15

▪ Reduce Pay 3%		\$(112,000)
Certificated	\$(66,000)	
Classified	\$(46,000)	
		<u>\$(112,000)</u>

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

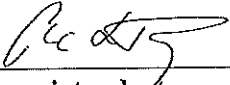
The disclosure document must be signed by the district Superintendent and Chief Business Officer at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of Hanford Elementary School District, hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the Hanford Elementary Teachers Association Bargaining Unit, during the term of the agreement from July 1, 2010 to June 30, 2013.

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

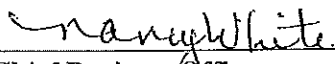
<u>Budget Adjustment Categories</u>	<u>Budget Adjustment Increase (Decrease)</u>
<u>Revenues/Other Financing Sources</u>	<u>0</u>
<u>Expenditures/Other Financing Uses</u>	<u>0</u>
<u>Ending Balance Increase (Decrease)</u>	<u>0</u>

N/A X (No budget revisions necessary)



District Superintendent
(Signature)

June 13, 2012
Date



Chief Business Officer
(Signature)

June 13, 2012
Date

CERTIFICATION #2

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement" in accordance with the requirements of AB1200 and Government Code Section 3547.5.

District Superintendent (or Designee)
(Signature)

June 27, 2012
Date

Nancy White
Contact Person

(559) 585-3628
Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on September 21, 2011, took action to approve the proposed Agreement with the Hanford Elementary Teachers Association Bargaining Unit.

President (or Clerk), Governing Board
(Signature)

June 27, 2012
Date

HANFORD ELEMENTARY SCHOOL DISTRICT
Human Resources Department

AGENDA REQUEST FORM

TO: Dr. Paul Terry
 FROM: Diane Williams
 DATE: June 18, 2012
 RE: (X) Board Meeting
 () Superintendent's Cabinet
 () Information
 (X) Action

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **June 27, 2012**

ITEM: Consider approval of personnel transactions and related matters.

PURPOSE:

- a. **Amendment to Employment Contract – Superintendent**
- b. **Employment**

Professional Specialists, effective 8/8/12

- Ivan D. Alvarez, School Psychologist – 8.0 hrs., Special Services

Certificated, effective 8/14/12

- Jaqueline Huerta, Teacher, Probationary I
- Ashley Valdez, Teacher, Probationary I

Classified

- Amber Purdy, Special Education Aide – 5.0 hrs., Lincoln, effective 8/16/12
- Angelynn Ouelette, Special Education Aide – 5.0 hrs., Kennedy, effective 8/16/12
- Cory Stewart, Educational Tutor K-6 – 3.5 hrs., Hamilton, effective 8/30/12

Employees/Substitutes/Yard Supervisors

- Chantel Andresen, Yard Supervisor – 2.25 hrs., Simas, effective 8/16/12
- Tyson Azevedo, Short-term Custodian II – 8.0 hrs., Kennedy, effective 6/12/12 to 6/29/12
- Alyssa Casarez, Substitute Yard Supervisor, effective 8/16/12
- Raul Guzman, Yard Supervisor – 2.0 hrs., Monroe, effective 8/16/12
- Brenda Rosas, Yard Supervisor – 3.0 hrs., Simas, effective 8/16/12
- Christian Yarbrough, Yard Supervisor – 3.0 hrs., Simas, effective 8/16/12

c. Resignations

- Carlos Cabrera, School Psychologist – 8.0 hrs., Special Services, effective 6/14/12
- Sheri Gordon, Teacher, Hamilton, effective 6/8/12
- Kate Smith, Teacher, Lincoln, effective 6/8/12
- David Yadeta, Substitute READY Program Tutor, effective 8/13/11

d. Request to be Removed from Classified Substitute List/Failure to Respond

- Connie Armerding, Substitute Student Advocate, effective 12/15/11
- Dorcel Boyd, Substitute Clerk Trainee, effective 4/11/11
- Irma Castillo, Substitute School Operations Officer and Written Translator, effective 9/9/11
- Carina Castro, Substitute Bilingual Health Care Assistant, Translator: Oral Interpreter and Written Translator, effective 11/21/11
- Doreen Champlin, Substitute Clerk Typist II and Media Services Aide, effective 2/3/12
- Mattie Collier, Substitute Yard Supervisor, effective 8/24/11
- Maureen Diaz, Substitute Database Specialist II, effective 9/2/11
- Connie Donahue, Substitute Babysitter, Custodian I and Yard Supervisor, effective 6/5/11
- Traci Fox, Substitute Alternative Education Program Aide and READY Program Tutor, effective 3/9/12
- Francisca Gonzalez, Substitute Yard Supervisor, effective 10/21/11
- Alicia Grandmont, Substitute Yard Supervisor, effective 11/8/11
- Liz Ibarra, Substitute Bilingual Clerk Typist II, Clerk Typist II, Translator: Oral Interpreter and Written Translator, effective 3/15/12
- Vanessa Jacuinde, Substitute Special Circumstance Aide and Special Education Aide, effective 2/2/12
- Jolene LaRue, Substitute Bus Driver, effective 1/23/12
- Williams Loyd, Substitute Yard Supervisor, effective 3/30/12
- Martha Martinez, Substitute Alternative Education Program Aide, Bilingual Aide I, Educational Tutor K-6, Instructional Aide, READY Program Tutor, Translator: Oral Translator and Written Translator, effective 12/15/11
- Sharon Mishan, Substitute Clerk Typist II, effective 11/29/11
- Matthew Mosher, Substitute Custodian I and Groundskeeper I, effective 9/22/11
- Victoria Naranjo, Substitute Translator: Oral Interpreter, Written Translator and Yard Supervisor, effective 11/21/11
- Carolyn V. Nunes, Substitute School Operations Officer, effective 9/13/11
- Diane Orosco, Substitute Custodian II, effective 7/2/09
- Roxanne Reyes, Substitute READY Program Tutor, effective 9/12/11
- Anissa Rosales, Substitute Yard Supervisor, effective 10/3/11
- Larry Silva, Substitute Custodian I, effective 12/1/10
- Martin Southall, Substitute Yard Supervisor, effective 2/10/12

d. Request to be Removed from Classified Substitute List/Failure to Respond (continued)

- Brenda Thomas, Substitute Educational Tutor, READY Program Tutor and Special Education Aide, effective 10/2/11
- Lori Todd, Substitute READY Program Tutor, effective 9/1/11
- Mercedes Yang, Substitute Yard Supervisor, effective 11/16/11
- Veronica Zambrano, Substitute Alternative Education Program Aide, Special Circumstance Aide, Special Education Aide, Translator: Oral Interpreter and Written Translator, effective 3/15/12
- Graciela Zevada, Substitute Yard Supervisor, effective 10/5/11

e. Promotion

- Laura Rodriguez, from READY Program Tutor – 4.5 hrs., to Lead READY Program Tutor – 5.0 hrs., King, effective – 8/10/12

f. Promotions/Transfers

- Ashley Lizotte, from READY Program Tutor – 4.5 hrs., Monroe to Lead READY Program Tutor – 5.0 hrs., Simas, effective 8/10/12
- Colby Semas, from READY Program Tutor – 4.5 hrs., Simas to Media Services Aide – 5.5 hrs., Roosevelt, effective 8/2/12
- Andrea Valencia, from Lead READY Program Tutor – 5.0 hrs., Simas to Media Services Aide – 5.5 hrs., Kennedy, effective 8/2/12

g. Transfers

- Josefina Etchegoin, School Operations Officer – 8.0 hrs., from King to Washington, effective 8/2/12
- Lillian Garcia, School Operations Officer – 8.0 hrs., from Washington to King, effective 8/2/12

h. Leave of Absence

- Dan Gerbrandt, Teacher, King, effective 11/30/12 to 6/7/13, restoration of health

i. Volunteers

<u>Name</u>	<u>School</u>
Garrett Barth	Jefferson
Tara Rodriguez	Jefferson
Maria Barboza	Roosevelt

RECOMMENDATION: Approve.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Board of Trustees

FROM: Paul J. Terry, Ed. D.

DATE: June 19, 2012

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: June 27, 2012

ITEM: Consider approval of amendment to the Superintendent's employment contract.

PURPOSE: Annually upon completion of the Superintendent's performance evaluation the Board considers amending the Superintendent's employment contract. Contingent upon a positive evaluation the Board will consider extending the term of the contract by one year and approving the annual step advancement.