

# Hanford Elementary School District

## REGULAR BOARD MEETING AGENDA

**Wednesday, August 14, 2013**

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.)*

**Conference with Labor Negotiator** (GC 54957.6) – CSEA & HETA

District Negotiators: Paul Terry/Diane Williams

### 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) Approve warrant listings dated June 21, 2013; June 28, 2013; July 5, 2013; July 12, 2013; July 19, 2013; July 26, 2013; and August 2, 2013.
- b) Approve minutes of Regular Board Meeting June 26, 2013.
- c) Approve donation of \$1,000.00 from Health Net of California, Inc. to Roosevelt School. (Carrillo)

#### 3. INFORMATION ITEMS

- a) Receive quarterly report on Williams Uniform Complaints. (Terry)
- b) Receive for information the following revised Exhibit regarding Employee Notifications: (Williams)
  - E 4112.9 Employee Notifications (revised)

- *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.*

- c) Receive the following revised Administrative Regulation for information: (Williams)
  - AR 4117.14 – Post Retirement Employment (revised)
- d) Receive the following revised Board Policy and Administrative Regulation for information: (McConnell)
  - BP/AR 6164.6 – Identification and Education Under Section 504
- e) Receive the following revised Board Policy and Administrative Regulation for information: (McConnell)
  - BP/AR 6159.2 – Nonpublic, Nonsectarian School and Agency Service for Special Education
- f) Receive Board Goals for 2013-14. (Terry)

#### **4. BOARD POLICIES AND ADMINISTRATION**

- a) Consider approval of Memorandum of Understanding ("MOU") between the County of Kings Behavior Health and the Hanford Elementary School District. (McConnell)
- b) Consider approval of the Hanford Elementary School District 2012-2013 Evaluation of Consolidated Programs/Comprehensive Needs Assessment (Title I Evaluation). (Carlton)
- c) Hear and consider for approval 2013-2014 School Plans. (Carlton)
- d) Consider approval of Interdistrict Attendance Agreements with the following districts: Armona Union Elementary; Central Union Elementary; Corcoran Unified; Kit Carson; Lakeside Elementary; Lemoore Elementary; Reef-Sunset Unified; Visalia Unified; Tulare City Schools; Fresno Unified. (Terry)

#### **5. PERSONNEL (Williams)**

##### **a) Employment**

###### *Classified Management*

- Monica Kraemer, School Operations Officer, Hamilton, effective 8/12/13

###### *Certificated, effective 8/13/13*

- Raquel Alvarez, Teacher, Probationary I
- Lauren Franco, Art Teacher, Temporary
- Erika Giacomazzi, Teacher, Probationary I (Rescind)
- Lindsay Howell, Teacher, Probationary I
- Heather Johnston, Teacher, Probationary I
- Melissa Lockhart, Teacher, Probationary I
- Malissa Mendes, Teacher, Probationary I
- Jaimie Richmond, Teacher, Probationary I
- Dana Silva, Teacher, Probationary I
- Megan Smith, Teacher, Probationary I

###### *Classified*

- Evelyn Aguilera, Bilingual Clerk Typist II – 5.0 hrs., King, effective 8/1/13
- Branden Barajas, Educational Tutor K-6 – 3.5 hrs., Richmond, effective 8/29/13
- Leandra Brieno, READY Program Program Tutor – 4.5 hrs., Roosevelt, effective 8/9/13
- Shannon Callanan, Account Clerk I – 2.25 hrs., Jefferson, effective 8/14/13
- Taylor Furtado, READY Program Tutor – 4.5 hrs., Simas, effective 8/9/13
- Frank Gonzales, Alternative Education Program Aide -5.5 hrs., Community Day School/Jefferson, effective 8/15/13
- Diane Hill, Food Service Worker I – 3.25 hrs., Richmond, effective 8/14/13
- Robert Ibarra, READY Program Tutor – 4.5 hrs., Richmond, effective 8/9/13

- Maria Jones, Bus Driver – 4.5 hrs., Transportation/DSF, effective 8/13/13
- Audree Mercado, READY Program Tutor – 4.5 hrs., Hamilton, effective 8/9/13
- Nilo Moreno, Food Service Worker I – 3.0 hrs., Jefferson, effective 8/14/13
- Taylor Scaife, READY Program Tutor – 4.5 hrs., Hamilton, effective 8/9/13
- Juana Meza, Educational Tutor K-6 – 3.5 hrs., Richmond, effective 8/29/13
- Melissa Mullins, Food Service Worker I – 3.5 hrs., King, effective 8/14/13
- Erin Shultz, Educational Tutor K-6 – 3.5 hrs., Washington, effective 8/29/13
- Ashley Urbano, READY Program Tutor – 4.5 hrs., Lincoln, effective 8/9/13
- Fred Vargas, Groundskeeper II – 8.0 hrs., Grounds/DSF, effective 6/27/13

*Temporary Employees/Substitutes/Yard Supervisors*

- Patricia Bresee, Short-term Yard Supervisor – 2.25 hrs., Simas, effective 8/15/13 to 10/31/13
- Angela Byars-Roberg, Yard Supervisor – 1.5 hrs., Roosevelt, effective 8/15/13
- Doreen Champlin, Substitute Clerk Typist II, effective 8/1/13
- Karen George, Substitute READY Program Tutor and Educational Tutor K-6, effective 8/15/13
- Andraya Hernandez, Substitute Yard Supervisor, effective 8/15/13
- Ramona Mendoza, Short-term Yard Supervisor – 1.5 hrs., M,T,Th,F and .5 hr. W, Roosevelt, effective 8/15/13 to 10/31/13
- Juana Meza, Substitute Bilingual Clerk Typist I, Clerk Typist I, Translator: Oral Interpreter and Written Translator, effect 8/15/13
- Anna Orson, Substitute READY Program Tutor, effective 8/15/13
- Lindsey Silva, Substitute READY Program Tutor, effective 8/15/13
- Theresa Simmons, Substitute Food Service Utility Worker, effective 8/14/13
- Sylvia Solorio, Substitute Yard Supervisor, effective 8/15/13
- Brooke Westlund, Substitute READY Program Tutor, effective 8/9/13; Short-term READY Program Tutor – 4.5 hrs., King, effective 8/9/13 to 8/23/13

b) Resignations

- Nydia Caballero, Substitute READY Program Tutor, Translator: Oral Interpreter and Written Translator and Yard Supervisor, effective 6/7/13
- Barbara Colucci, Substitute Yard Supervisor, effective 6/7/13
- Henry Allen Gonzales, READY Program Tutor – 4.5 hrs, Hamilton, effective 6/7/13
- Colten Ivans, Substitute Custodian I, effective 1/17/13
- Karnell price, School Operations Officer – 8.0 hrs., Hamilton, effective 6/14/13
- Julia Ramirez, Substitute Clerk Typist I, effective 5/25/12
- Jason Roberson, Lead READY Program Program Tutor – 5.0 hrs., Lincoln, effective 6/7/13
- Carolyn Roe, Yard Supervisor – 2.25 hrs., Washington, effective 6/5/13
- Sylvia Reyna, Substitute Yard Supervisor, effective 6/7/13
- Colby Semas, Media Services Aide – 5.5 hrs., Roosevelt, effective 8/15/13
- Audrey Stills, Teacher, Monroe, effective 6/7/13
- Gina Tashima, Teacher, Wilson, effective 6/7/13
- Raul Trejo, Teacher, King, effective 6/7/13
- Stephanie Walbridge, Teacher, Hamilton, effective 6/7/13
- Kimberly Weeks, Substitute Clerk Typist II, effective 3/11/13

c) Retirement

- Vallerie Dunn, Administrative Secretary (Confidential) – 8.0 hrs., Fiscal Services/Facilities & Operations, effective 1/8/14

d) Promotion

- Denise Westlund, from Special Circumstances Aide – 5.75 hrs., to Student Specialist – 5.5 hrs., Simas, effective 8/2/13

e) Promotion/Transfer

- Waive Maze, from Food Service Worker II – 2.0 hrs., Kennedy to Food Service Utility Worker – 3.5 hrs., Food Services, effective 8/14/13

f) Administrative Transfer

- Norma Vera, Migrant Services Specialist – 8.0 hrs., from Jefferson to Curriculum &

Migrant Services/District Office, effective 8/1/13

g) Transfer/Decrease in Hours

- Chantal Harris, from Yard Supervisor – 3.25 hrs., Simas to Yard Supervisor – 2.0 hrs., Richmond, effective 8/15/13

h) Temporary Out of Class Assignment

- Aristeo Calvillo, from Bilingual Clerk Typist II – 8.0 hrs., to School Operations Officer – 8.0 hrs., Hamilton, effective 8/1/13 to 8/12/13

i) Temporary Out of Class Assignment/Transfer

- Kristi Ochoa, from READY Program Tutor – 4.5 hrs., Lincoln to Lincoln READY Program Tutor – 5.0 hrs., Simas, effective 8/9/13 to 10/18/13

j) Leave of Absence

- Brooke Fuller, Teacher (40%), Wilson, effective 2013-14 school year, restoration of health

k) Job Description

- Vice Principal – Junior High School (revised)

**ADJOURN MEETING**

**Hanford Elementary School District**  
**Minutes of the Regular Board Meeting**  
**June 26, 2013**

Minutes of the Regular Board Meeting of the Hanford Elementary School District Board of Trustees on June 26, 2013, at the District Office Board Room, 714 N. White Street, Hanford, CA.

- Call to Order** President Revious called the meeting to order at 5:30 p.m. Trustees Garner, Hill, and Jay were present. Trustee Hernandez was absent for a reason deemed acceptable by the board.
- HESD Managers Present** Dr. Paul J. Terry, Superintendent, and the following administrators were present: Doug Carlton, Karen McConnell, Gerry Mulligan, and Nancy White.

**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 Revious reviewed Dates to Remember: August 14, 2013 - next regular board meeting.

**CONSENT ITEMS**

Trustee Garner made a motion to take consent items "a" through "f" together. Trustee Hill seconded, motion carried 4-0. Then Trustee Garner made a motion to approve consent items "a" through "f" and Trustee Hill seconded; motion carried 4-0. The items approved are:

- a) Warrant listings dated June 7, 2013; and June 14, 2013.
- b) Minutes of the Regular Board Meeting June 12, 2013.
- c) Donation of \$890.00 from Roosevelt PTC to Roosevelt School.
- d) Donation of \$1,270.52 from Hamilton PTC to Hamilton School.
- e) Donation of \$1,003.84 from Lee Richmond PTC to Lee Richmond School.
- f) Donations to Simas School of: \$150.00 from Edison International; and \$76.20 from Gardens for Education.

Trustee Garner thanked and acknowledged Roosevelt PTC, Hamilton PTC, Lee Richmond PTC, Edison International, and Gardens for Education for their donations and support of programs at the respective schools.

**INFORMATION ITEMS**

None.

## **BOARD POLICIES AND ADMINISTRATION**

- |   |   |
|---|---|
| <b>Community Day School at Jefferson campus</b>                               | Trustee Hill made a motion to approve Community Day School classes at Jefferson Elementary and to certify that no satisfactory alternative facilities are available. Trustee Jay seconded; motion carried 4-0.  |
| <b>Award of bid for roof replacement District Office South Wing</b>           | Trustee Hill made a motion to award bid for the roof replacement of the District Office South Wing to Nation's Roof. Trustee Jay seconded; motion carried 4-0.  |
| <b>Jefferson play court construction; David A. Bush, Inc.</b>                 | Trustee Hill made a motion to approve construction of the Jefferson play court; and authorization to enter into a lease-leaseback agreement with David A. Bush, Inc. Trustee Jay seconded; motion carried 4-0.  |
| <b>Jefferson play court soil and concrete testing – Technicon Engineering</b> | Trustee Hill made a motion to approve agreement with Technicon Engineering, Inc. to provide soil and concrete testing for the construction of the Jefferson School play courts. Trustee Jay seconded; motion carried 4-0.   |
| <b>Jefferson play court construction testing – Tom Little Inspections</b>     | Trustee Hill made a motion to approve agreement with Tom Little Inspections to provide construction inspection for the construction of the Jefferson School play courts. Trustee Jay seconded; motion carried 4-0.  |
| <b>Tom Little Inspections portable restroom at Jefferson School</b>           | Trustee Hill made a motion to approve agreement with Tom Little Inspections to provide construction inspection for the portable restroom facility at Jefferson School. Trustee Jay seconded; motion carried 4-0.  |
| <b>MOU with Kings View Counseling Services</b>                                | Trustee Jay made a motion to approve Memorandum of Understanding between Kings View Counseling Services and Hanford Elementary School District. Trustee Hill seconded; motion carried 4-0.  |
| <b>MOU with Teresa A. Jaquez</b>  | Trustee Jay made a motion to approve Memorandum of Understanding between Teresa A. Jaquez, LMFT and Hanford Elementary School District. Trustee Garner seconded; motion carried 4-0.  |
| <b>BP 5141.31</b>   | Trustee Jay made a motion to approve the following revised Board Policy. Trustee Garner seconded; motion carried 4-0: <ul style="list-style-type: none"> <li>• BP 5141.31 – Immunizations</li> </ul>  |
| <b>Exhibit 4020</b>   | Trustee Hill made a motion to adopt the following revised Exhibit. Trustee Jay seconded; motion carried 4-0: <ul style="list-style-type: none"> <li>• Exhibit 4020 – Drug and Alcohol-Free Workplace (revised)</li> </ul>   |
| <b>Amendment to Superintendent's Contract</b>                                 | Trustee Hill made a motion to approve Amendment to Employment Contract for Superintendent. The Amendment stipulated that during the 2013-2014 school year the Superintendent's work year will be reduced by two days and the Superintendent's salary will be reduced by the equivalent of two days at the daily rate of pay and the term of the contract would terminate on the thirtieth day of June 2016. Trustee Jay seconded; motion carried 4-0. |

## PERSONNEL

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

### ***Item "a" – Employment***

#### Certificated Management

- Cruz Sanchez-Leal, Learning Director, Roosevelt, effective 7/25/13
- Certificated, effective 8/14/13
- Britney Bettencourt, Teacher, Probationary I
- Neyda Castro, Teacher, Probationary I
- Selina Cunha, Teacher, Probationary I
- Jacquelyn Doyel, Teacher, Probationary I
- Tamra Garcia, Teacher, Probationary I
- Samantha Hinthorne, Teacher, Probationary I
- Alexandra Whetton, Teacher, Probationary I

#### Temporary Employees/Substitutes/Yard Supervisors

- Francisca Estrada de Saldana, Yard Supervisor – 3.0 hrs., Hamilton, effective 8/15/13
- Audreyana Hernandez, Substitute Educational Interpreter, effective 6/3/13
- Anna Moreno, Substitute Educational Interpreter, effective 6/5/13
- Kierra Thomas, Short-term Yard Supervisor – 2.25 hrs., Hamilton, effective 8/15/13 to 10/31/13

### ***Item "b" – Resignations***

- Amanda Eckmann, Substitute READY Program Tutor, effective 8/11/12
- Haley Marquez, Teacher, King, effective 6/7/13
- Betty Pressley, Substitute Yard Supervisor, effective 8/31/13
- Nicole Schmidt, Teacher, Lincoln, effective 6/7/13
- Annetta Stacy, Substitute Alternative Education Program Aide, Clerk Trainee, Educational Tutor K-6 and Special Education Aide, effective 10/12/12
- Ashley Valdez, Teacher, Lincoln, effective 6/7/13

### ***Item "c" – Termination of Employment***

- Seth Ritchie, Yard Supervisor, effective 5/28/13

### ***Item "d" – Retirement***

- Ruth Dihel, Food Service Worker I – 3.25 hrs., King, effective 4/3/14

### ***Item "e" – Promotion***

- Sabine Appleby, from Yard Supervisor – 3.75 hrs., King, to READY Program Tutor – 4.5 hrs., Hamilton, effective 8/9/13
- Kristina Baldwin, from Learning Director, Simas to Principal, Simas, effective 7/25/13
- Lindsey Calvillo, from Learning Director, King to Principal, Richmond, effective 7/25/13
- Ramiro Flores, from Learning Director, Monroe to Principal, Hamilton, effective 7/25/13
- Cynthia Lara, from Teacher, Hamilton, to Learning Director, Lincoln, effective 7/25/13
- Robert "Thomas" Torres, from READY Program Tutor – 4.5 hrs., to Lead READY Program Tutor – 5.0 hrs., Simas, effective upon return from military leave in 10/2013

**Item "f" –****Promotions/Transfers**

- Tiffany Carpentieri, from Special Education Aide – 5.0 hrs., Simas to Student Specialist – 5.5 hrs., Monroe, effective 8/1/13
- Lucy Gomez, from Principal, Richmond to Director of Curriculum and Instruction, Curriculum, Instruction and Professional Development, effective 7/1/13
- Frances Moreno, from Bilingual Clerk Typist II – 5.0 hrs., Wilson to Community Day School Specialist – 8.0 hrs., Jefferson, effective 8/1/13
- Ashley Welch, from READY Program Tutor – 4.5 hrs., Hamilton to Lead READY Program Tutor – 5.0 hrs., Jefferson, effective 8/9/13

**Item "g" –****Reassignment/More Hours**

- Wendi Cherry, from Food Service Utility Worker – 3.5 hrs. to Cook/Baker – 6.0 hrs., Food Services, effective 8/13/13

**Item "h" –****Transfer**

- Sharon Cronk, Learning Director, from Roosevelt to Washington, effective 7/25/13
- Javier Espindola, Principal, from Hamilton to Jefferson, effective 7/25/13

**Item "g" –****Voluntary Transfer**

- Eva Cano, Bilingual Clerk Typist II – 5.0 hrs., from King to Wilson, effective 8/1/13

**Item "g" –****More Hours/Transfer**

- Jose Currola, from Custodian II – 5.0 hrs., Jefferson to Custodian II – 8.0 hrs., Simas, effective 7/1/13

**Item "k" –****Short-term Employment****CERTIFICATED STAFF - Extended Learning Opportunities**Migrant Summer School Program at Burris Park 6/17/13-6/28/13

- Christopher Piche, Lead Teacher – 6.0 hrs., effective 6/11/13 to 6/28/13 (rescind)

**Short-term Employment****CLASSIFIED STAFF - Extended Learning Opportunity**Migrant Summer School Program at Burris Park 6/17/13 – 6/28/13

- Maria Jones, Short-term Bus Drive – 4.5 hrs., Burris Park, effective 6/17/13 to 6/28/13
- Donna Vierra, Bus Driver – 4.5 hrs., Burris Park, effective 6/17/13 to 6/28/13

Migrant Summer School Program at Lee Richmond 6/17/13 – 6/28/13

- Melissa Goforth, Bus Driver – 4.5 hrs., Richmond, effective 6/17/13 to 6/28/13

Special Education Extended School Year Program (K-3) – Lee Richmond School 6/17/13 to 7/12/13

- Danna Miller, Bus Driver – 4.5 hrs., Richmond, effective 6/17/13 to 7/12/13

**Item "l" –****Salary/Wage Schedules for 2013-14**

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

**Item "m" –****Volunteers**NameSchool

Kelsey Sammra

Lincoln

Superintendent Dr. Terry acknowledged new principals present: Kristina Baldwin, Simas Elementary; and Ramiro Flores, Hamilton Elementary. Mrs. Baldwin introduced her husband, children, and parents. Mr. Flores introduced his wife and children. The Board and Superintendent congratulated and welcomed the new principals.



**FINANCIAL**

**Declaration of Surplus  
Property**

Trustee Jay made a motion to declare surplus property. Trustee Hill seconded; motion carried 4-0.

**Adjournment**

There being no further business, President Revious adjourned the meeting 5:48 p.m.

Respectfully submitted,  
Paul J. Terry  
Secretary to the Board of Trustees

Approved:

\_\_\_\_\_  
Tim Revious, President

\_\_\_\_\_  
Lupe Hernandez, Clerk

## **HANFORD ELEMENTARY SCHOOL DISTRICT**

### AGENDA REQUEST FORM

TO: Dr. Paul Terry

FROM: Anthony Carrillo

DATE: August 2, 2013

For: ☒ Board Meeting  
☐ Superintendent's Cabinet

For: ☐ Information  
☒ Action

Date you wish to have your item considered: August 14, 2013

ITEM: Contribution from Health Net of California, Inc. to Roosevelt School.

PURPOSE: To support the Kids in Motion community event at Roosevelt School.

FISCAL IMPACT (if any): \$1,000.00

Credit to Account Code: 0100-0000-0-1110-1000-430001-026-0000

RECOMMENDATION (if any): Approve request to accept the donation.

## HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Board of Trustees

FROM: Paul J. Terry, Ed.D.

DATE: August 6, 2013

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

FOR: ☒ Information  
☐ Action

Date you wish to have your item considered: August 14, 2013

**ITEM:** Quarterly report (4/1/13 – 6/30/13) regarding Williams Uniform Complaints. The types of complaints covered in the Williams Uniform Complaint Procedures are:

1. Instructional Materials - Sufficient textbooks and instructional materials
2. Facilities – conditions that pose an emergency or urgent threat to the health or safety of students or staff
3. Teacher vacancy or misassignment

**PURPOSE:** To comply with the requirements Education Code 35186, the Superintendent shall report summarized data on the nature and resolution of all Williams Uniform Complaints to the Board and the County Superintendent of Schools on a quarterly basis.

For the fourth quarter of the 2012-13 school year there were no Williams Uniform Complaints filed.

**FISCAL IMPACT:** None.

12/79

**Valenzuela/CAHSEE Lawsuit Settlement**  
**Quarterly Report on Williams Uniform Complaints**  
[Education Code § 35186(d)]

District: HANFORD ELEMENTARY

Person completing this form: Paul J. Terry Title: Superintendent

Quarterly Report Submission Month/Quarter:  
(check one) ☐ October 1st Quarter  
☐ January 2<sup>nd</sup> Quarter  
☐ April 3<sup>rd</sup> Quarter  
Quarterly Report Submission Year: 2012-13 ☒ July 4<sup>th</sup> Quarter

Date for information to be reported publicly at governing board meeting: August 14, 2013

Please check the box that applies:

- ☒ No complaints were filed with any school in the district during the quarter indicated above.
- ☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	-0-		
Teacher Vacancy or Misassignment	-0-		
Facilities Conditions	-0-		
CAHSEE Intensive Instruction and Services	-0-		
TOTALS	-0-		

Paul J. Terry, Ed.D.  
Superintendent

\_\_\_\_\_  
Signature

August 6, 2013  
Date

Please submit to:

Russell Watley, Sr.  
Kings County Office of Education  
Williams Compliance Technician  
(559)589-7082  
rwatley@kingscoe.org

HANFORD ELEMENTARY SCHOOL DISTRICT  
Human Resources Department  
**AGENDA REQUEST FORM**

TO: Dr. Paul Terry

FROM: Diane Williams DW

DATE: August 5, 2013

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

☒ Information  
☐ Action

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **August 14, 2013**

**ITEM:** Receive the following revised Exhibit regarding Employee Notifications for information.

**PURPOSE:** The following Exhibit is being revised to align our current practices and procedures to State and federal law mandates and Education Code changes (see underlined and strikeouts) of required notifications to employees.

- E 4112.9 Employee Notifications (revised)

**FISCAL IMPACT:** None.

**RECOMMENDATION:** Consider for adoption at next regular board meeting.

**All Personnel**

E 4112.9 (a)  
 4212.9  
 4312.9

**EMPLOYEE NOTIFICATIONS**

The following Exhibit lists notices which the law requires be provided to employees.

**I. To All Employees**

1. BP/AR 4119.11/4219.11/4319.11  
 The district's policy on sexual harassment, legal remedies, complaints
2. AR 3514.2  
 Use of pesticide product, active ingredients, Internet address to access information  
 Annually to all employees
3. BP 4136/4236/4336  
 Prohibition of activities that are inconsistent, incompatible, in conflict with, or inimical to  
 duties; discipline; appeal
4. BP/AR 4112.3/4212.3/4312.3  
 Oath or affirmation of allegiance required of public employees  
 Prior to beginning employment
5. BP 4020  
 District's drug- and alcohol-free workplace; actions that will be taken if violated; available  
 employee assistance programs
6. BP/AR 3513.3  
 District's tobacco-free schools policy and enforcement procedures
7. AR 4119.43/4219.43/4319.43  
 Bloodborne Pathogens – AIDS and hepatitis B, methods to prevent exposure  
 Annually to all employees
8. BP/AR 4154/4254/4354  
 Availability of COBRA/Cal-COBRA continuation and conversion coverage; statement  
 encouraging careful examination of options before declining coverage  
 To covered employees and former employees
9. BP/AR 4157.1/4257.1/4357.1  
 Workers' compensation benefits, how to obtain medical care, role of primary physician,  
 form for reporting personal physician/chiropractor  
 Upon employment or by end of first pay period

E 4112.9 (b)  
 4212.9  
 4312.9

## **EMPLOYEE NOTIFICATIONS (continued)**

10. BP/AR 5141.4  
 Status as a mandated reporter of child abuse, reporting obligations, confidentiality rights,  
 copy of law  
 Prior to beginning employment
11. AR 4154/4254/4354  
 Disability insurance rights and benefits  
 Upon employment, and when employee goes on leave for specified reasons
12. BP/AR 1312.3  
 Uniform complaint procedures, available appeals, civil law remedies, identity of  
 coordinator  
 Annually to all employees
13. BP/AR 4161.8/4261.8/4361.8  
 Benefits through Family and Medical Leave Act  
 To all employees via employee handbook, or to each new employee
14. BP 0410, BP 4030  
 District's policy on nondiscrimination and related complaint procedures  
 To all employees and job applicants
15. BP/AR 3514  
 Availability of asbestos management plan; any inspections, response actions or post-  
 response actions planned or in progress  
 Annually to all employees

## **II. To Certificated Employees**

1. BP/AR 4121  
 Criteria for membership in retirement system; right to elect membership at any time  
 To eligible certificated employees in a timely manner, and to part-time and substitute  
 certificated employees within 30 days of hire
2. AR 4117.14/4317.14  
 Postretirement compensation limitation  
 Upon employment of a retired certificated individual
3. BP/AR 4115, BP 4315  
 District regulations related to performance evaluations

E 4112.9 (c)  
 4212.9  
 4312.9

# **EMPLOYEE NOTIFICATIONS (continued)**

4. BP/AR 4115  
Copy of employee's evaluation  
30 days before last day of school year for instructional staff, or by June 30 for noninstructional certificated staff, in any year in which employee is evaluated
5. BP/AR 4115  
Notice and description of the unsatisfactory performance  
To a certificated employee with unsatisfactory evaluation
6. AR 4112.1  
Request to notify district of intent to remain in service for the following school year; copy of law  
By May 30
7. AR 4112.1, BP/AR 4121  
Employment status and salary  
To certificated employees upon employment
8. AR 4117.6  
Whether or not employee is reelected for next school year  
To probationary employees by March 15 of employee's second consecutive year of employment
9. AR 4117.4, BP/AR 4118  
Notice of charges, procedures, and employee rights; intent to dismiss or suspend 30 days after notice  
When certificated employee is subject to disciplinary action for cause
10. BP/AR 4118  
Notice of deficiency and opportunity to correct  
To certificated employee charged with unprofessional conduct
11. BP/AR 4118  
Notice of intent to dismiss 30 days from notice  
To certificated employee charged with mandatory leave of absence offense, within 10 days of entry of judgment in proceedings
12. AR 4117.4  
Reasons for dismissal and opportunity to appeal  
To probationary employees 30 days prior to dismissal, or not later than March 15 for second- year probationary employees



E 4112.9 (d)  
 4212.9  
 4312.9

### **EMPLOYEE NOTIFICATIONS (continued)**

13. BP/AR 4117.3  
 Reasons for personnel reduction and employees' right to hearing; final notice of Board decision re: termination  
 By March 15 when necessary to reduce certificated personnel, with final notice by May 15
14. BP/AR 4121  
 District's decision not to reelect employee for following school year  
 On or before June 30, to temporary employee who served 75 percent of school year but will be released
15. BP/AR 4158/4258/4358  
 Student has committed specified act that constitutes ground for suspension or expulsion  
 To teacher, when student engages in or is reasonably suspected of specified acts
16. BP 4119.21  
 Contents of state regulation re: report to Commission on Teacher Credentialing  
 To certificated employee upon change in employment status due to alleged misconduct

### **III. To Classified Employees**

1. BP/AR 4218  
 Notice of charges, procedures, and employee rights  
 When classified employee is subject to disciplinary action for cause, in nonmerit district
2. AR 4217.3  
 Notice of layoff and reemployment rights  
 To classified employees, at least 60 days prior to layoff, or by April 29 if specially funded program is expiring
3. BP 4212  
 Employee's class specification, salary data, assignment or work location, duty hours, prescribed workweek  
 To classified employees upon employment and upon each change in classification
4. AR 4261.1, BP/AR 4261.11  
 Exhaustion of leave, opportunity to request additional leave  
 To classified permanent employee whose leave is exhausted
5. AR 3514  
Limitations on vehicle idling; consequences of not complying  
To school bus and school activity bus drivers upon employment and at least once per year thereafter

E 4112.9 (e)  
4212.9  
4312.9

#### **EMPLOYEE NOTIFICATIONS (continued)**

6. BP/BP 4112.42/4212.42/4312.42  
Explanation of federal requirements for drug testing program and district's policy  
To school bus drivers, prior to district drug testing program and thereafter upon employment

#### **IV. To Administrative/Supervisory Personnel**

1. AR 4312.1  
Decision not to reelect or reemploy upon expiration of contract or term  
To deputy, associate, or assistant superintendent or senior manager of classified service, at least 45 days before expiration of contract
2. BP 4313.2  
Statement of the reasons for the release or reassignment  
Upon request by administrative or supervisory employee transferred to teaching position
3. BP 4313.2  
Notice that employee may be released or reassigned the following school year  
By March 15 to employee who may be released/reassigned the following school year

#### **V. To Individual Employees Under Special Circumstances**

1. AR 4112.6/4212.6/4312.6  
Notice of derogatory information, opportunity to review and comment  
Prior to placing derogatory information in personnel file
2. BB 9321  
Employee's right to have complaints/charges heard in open session  
24 hours before Board meets in closed session to hear complaints or charges against employee
3. BP 4119.23/4219.23/4319.23  
Law prohibiting disclosure of confidential information obtained in closed session  
Notice or training to employee with access to confidential information
4. BP/AR 4157.1/4257.1/4357.1  
Potential eligibility for workers' compensation benefits, claim form  
Within one working day of work-related injury or victimization of crime at workplace
5. BP/AR 4119.42/4219.42/4319.42  
The existence, location, and availability of exposure and medical records; person responsible for maintaining and providing access to records; right to access records  
To any employee with exposure to bloodborne pathogens, upon initial employment and at least annually thereafter

E 4112.9 (f)  
4212.9  
4312.9

**EMPLOYEE NOTIFICATIONS (continued)**

6. AR 3514.1

Any presence of hazardous substances in the work area, location and availability of hazard communication program, new safety data sheet, employee rights

To any employee who may be exposed to hazardous substances in the work area, upon initial assignment and when new hazard is introduced into work area

6.7. AR 4161.5/4261.5/4361.5

Notice of rights, benefits, and obligations under military leave

To employee eligible for military leave

7.8. BP/AR 4161.8/4261.8/4361.8

Whether or not employee is eligible for FMLA leave, rights and obligations; consequences of failure to meet obligations

Within five days of employee's request for family care and medical leave

HANFORD ELEMENTARY SCHOOL DISTRICT  
Human Resources Department  
**AGENDA REQUEST FORM**

TO: Dr. Paul Terry

FROM: Diane Williams *DW*

DATE: August 5, 2013

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

☒ Information  
☐ Action

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **August 14, 2013**

**ITEM:** Receive the following revised Administrative Regulation for information.

**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 4117.14 Post-Retirement Employment (revised)

**FISCAL IMPACT:** None.

**RECOMMENDATION:** Consider for adoption at next regular board meeting.

## Certificated Personnel

AR 4117.14 (a)  
4317.14

### POSTRETIREMENT EMPLOYMENT

~~The Superintendent or designee may hire retired certificated individuals who possess unique knowledge and experience to perform specialized work of a limited duration. When necessary, the district may, subject to specific legal requirements, hire a qualified retired certificated individual who possesses the knowledge and experience needed to perform specialized work or service for the district, as an employee, the employee of a third party, or an independent contractor/consultant.~~

Any retired certificated individual, who is a member of the defined benefit program of the State Teachers' Retirement System (STRS), and who is hired by the district to perform any services pursuant to this administrative regulation, Education Code 22119.5 or 26113 shall not make be paid at a rate commensurate with that of other district employees performing comparable duties. However, such a retired individual shall not make contributions to the retirement fund or accrue service credits based on compensation earned from that service. (Education Code 24214)

~~Any retired individual hired under this administrative regulation shall be paid at a rate commensurate with that of other district employees performing comparable duties. (Education Code 24214)~~

~~Beginning July 1, 2010, any certificated individual who is a member of STRS and who retires from service below normal retirement age shall not be hired for service pursuant to this administrative regulation for at least six calendar months after his/her retirement from service. (Education Code 24214.5)~~

No retired certificated individual who is a member of STRS shall be hired by the District for at least six calendar months after his/her retirement from service unless he/she has attained the normal retirement age. Such hiring shall only be made with Governing Board approval in a public meeting, as reflected in a resolution that shall include information about the nature of the appointment and the following findings: (Education Code 24214.5)

1. The appointment is necessary to fill a critically needed position before 180 days have passed.
2. The retired individual is eligible for this exemption because he/she did not receive additional service credit pursuant to Education Code 22714 or 22715 or a financial inducement to retire.
3. The retired individual's termination of employment with the district is not the basis for the need to acquire the services of the retired individual.

**POSTRETIREMENT EMPLOYMENT (continued)****Postretirement Compensation Limitation**

Upon retaining the services of a retired individual as a district employee, employee of a third party, or an independent contractor, the Superintendent or designee shall: (Education Code 22461, 24214)

1. Advise the retired individual of the postretirement compensation limitation set forth in Education Code ~~24116~~, 24214, and ~~24215~~ 24214.5 or any other applicable law.
2. Maintain accurate records of the retired individual's compensation and report it monthly to STRS and the individual, regardless of the method of payment or the fund from which the payments are made

When employing a retired individual who is eligible for any ~~of the~~ exemptions from the postretirement compensation limitation, ~~stated below~~, the Superintendent or designee shall submit to STRS, ~~no later than June 30 of the school year for which the exemption is to apply~~, all required documentation to substantiate eligibility for the exemption. (Education Code ~~24216~~, ~~24216.5~~, ~~24216.6~~ 24214, 24214.5)

**~~Exemption for Providing Specified Instructional Services~~**

~~Until June 20, 2010, any retired certificated individual employed by the district shall be exempt from the compensation limitation specified in law for members of STRS provided that he/she retired from service with an effective date on or before January 1, 2009, and is employed to provide any of the following services: (Education Code 24216.5, 24216.6)~~

- ~~1. Direct classroom instruction to students in grades K-12~~
- ~~2. Support and assessment for new teachers through the Beginning Teacher Support and Assessment System pursuant to Education Code 44279.1-44279.7~~

~~(cf. 4131.1 Beginning Teacher Support/Induction)~~

- ~~3. Support to individuals completing student teaching assignments~~
- ~~4. Support to individuals participating in an alternative certification program (Education Code 44380-44386), or a school paraprofessional teacher training program pursuant to (Education Code 44390-44393)~~

~~(cf. 4112.21 Interns)~~

~~(cf. 4222 Teacher Aides/Paraprofessionals)~~

AR 4117.14 (c)  
4317.14

## POSTRETIREMENT EMPLOYMENT (continued)

~~5. Instruction and student services provided to students enrolled in special education programs pursuant to Education Code 56000-56885~~

~~(cf. 4112.23 - Special Education Staff)~~

~~6. Instruction to students enrolled in English language learner programs pursuant to Education Code 400-410 and 430-446~~

~~(cf. 4112.22 - Staff Teaching Students of Limited English Proficiency)~~

~~7. Direct remedial instruction to students in grades 2-12 for the programs specified in Education Code 37252 and 37252.2~~

~~(cf. 5123 - Promotion/Acceleration/Retention)~~

~~(cf. 6179 - Supplemental Instruction)~~

~~Retired individuals who are exempt from the limitation on compensation shall be treated as part of a distinct class of temporary employees within the existing bargaining unit whose service may not be included in computing the service required as a prerequisite to attainment of or eligibility for classification as a permanent employee of the district. (Education Code 24216.5, 24216.6)~~

~~The compensation for the class of retired individuals shall be agreed to in the collective bargaining agreement between the district and the exclusive representative for the bargaining unit. (Education Code 24216.5, 24216.6)~~

### **Exemption for Appointment as a Trustee/Administrator or Emergency Situations**

~~Until June 30, 2012, A retired certificated individual shall be exempt from the postretirement compensation limitation for a maximum period of 24 consecutive months two years if he/she is appointed by the Superintendent of Public Instruction as a trustee or administrator pursuant to Education Code 41320.1, appointed as a trustee by the State Board of Education pursuant to Education Code 52055.57-52055.60 (the Local Educational Agency Intervention program), or assigned to a position by the County Superintendent of Schools pursuant to Education Code 42122-42129. (Education Code 24216)~~

~~Until June 30, 2012, a retired individual shall also be exempt from the postretirement compensation limitation up to an additional one-half of the full-time position when employed in an emergency situation to fill a vacant administrative position requiring highly specialized skills, provided that all of the following conditions are met: (Education Code 24216)~~

- ~~1. The vacancy occurred due to circumstances beyond the district's control.~~
- ~~2. The recruitment process to fill the vacancy on a permanent basis is expected to extend over several months.~~

**POSTRETIREMENT EMPLOYMENT (continued)**

~~3. The employment is reported in a public meeting of the Governing Board.~~

~~(cf. 9320 Meetings and Notices)~~

~~4. The retired individual's termination of employment with the district is not the basis for the vacant administrative position. —~~

~~The above exemptions shall not apply to any individual who has received additional retirement service credit pursuant to Education Code 22715 or 22716. A retiree who has received an additional service credit pursuant to Education Code 22714 or 22714.5 shall be ineligible for the above exemptions for one year from his/her effective date of retirement for service performed in any California district, community college district, or county office of education. (Education Code 24216)~~

~~(cf. 4117.13/4317.13 Early Retirement Option)~~

**Consultancy Contracts**

~~A retired certificated employee serving as a consultant shall be retained as an employee and his/her service shall be limited in accordance with retirement system rules and regulations. (Education Code 35046)~~

~~To be eligible for consideration for a consultancy contract, a retired certificated employee must have served the district or the County Superintendent for at least 10 years and be at least 55 years of age. (Education Code 35046)~~

~~Retirement consultancy contracts are renewable annually for up to five years or until the employee reaches age 65, whichever comes first. (Education Code 35046)~~

*Legal Reference: next page*



AR 4117.14 (e)  
4317.14

## POSTRETIREMENT EMPLOYMENT (continued)

### Legal Reference:

#### EDUCATION CODE

~~300-340 English language education~~  
~~400-410 English language acquisition program~~  
~~430-446 English learner and immigrant student federal conformity act~~  
 22119.5 Creditable service, definition  
 22461 Notice of earnings limitation  
 22714 Encouragement of retirement  
~~22714.5 2+2 service and year credit option under STRS~~  
 22715 Additional service credit  
 22716 Unpaid services  
 24116 Service at California State University  
 24214 Creditable service by retiree  
 24214.5 Postretirement compensation limit; members below normal retirement age  
 24215 Service at California State University  
~~26113 Creditable service definition~~  
~~24216 Payments to retirants in excess of limitation~~  
~~24216.5 Exemption from earnings limitation~~  
~~24216.6 Exemption from earnings limitation~~  
 35046 Consultancy contracts  
~~37252-37253.5 Supplemental instruction~~  
 41320.1 Appointment of trustee  
 42120-42129 Budget completion  
~~44279.1-44279.7 Beginning Teacher Support and Assessment System~~  
~~44380-44386 Alternative certification program~~  
~~44390-44393 School paraprofessional teacher training program~~  
 44830 Employment of certificated employees  
 44830.3 Employment of district interns  
 44929 Service credit under STRS; additional two years  
 44929.1 2+2 service and year credit option under STRS  
 52055.57-52055.60 Local Educational Agency Intervention Program  
~~56000-56885 Special education~~

### Management Resources:

#### WEB SITES

California State Teachers' Retirement System: <http://www.calstrs.com>  
 (11/03 3/06) 3/07

### Regulation

### HANFORD ELEMENTARY SCHOOL DISTRICT

Hanford, California

adopted: November 7, 2001  
 revised: September 5, 2007  
 revised: April 16, 2008  
 revised: June 10, 2009  
 revised: September 8, 2011  
 revised: September 13, 2011  
 revised: \_\_\_\_\_, 2013

HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Dr. Paul J. Terry

FROM: Karen McConnell

DATE: August 6, 2013

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

FOR: ☒ Information  
☐ Action

Date you wish to have your item considered: August 14, 2013

**ITEM:** Receive recommended revisions to BP/AR 6164.6 ~ Identification and Education Under Section 504

**PURPOSE:** The revisions to the policy reflect new guidance from the U.S. Department of Education's Office for Civil Rights (OCR) clarifying districts' responsibility to provide opportunities for students with disabilities to participate in extracurricular athletic and other nonacademic programs or activities that constitute the overall educational program. The recommended revisions also adds new material re: compliance with procedural safeguards and required notifications and contains paragraph formerly in AR re: maintenance of a list of impartial hearing officers qualified to conduct Section 504 hearings. Regulation updated to reflect OCR guidance (January 2012) which clarifies the extent to which the Americans with Disabilities Act (ADA) affects the definitions of "disability" and "substantially limits" for Section 504 purposes.

**FISCAL IMPACT:** None

**RECOMMENDATIONS:**

# Hanford ESD

## Board Policy

### Identification And Education Under Section 504

BP 6164.6

#### Instruction

~~The Board of Trustees recognizes the need to identify and evaluate children with disabilities in order to provide them with the services required by law.~~

The Governing Board believes that all children, including children with disabilities, should have an opportunity to learn in a safe and nurturing environment. The district shall work to identify children with disabilities who reside within its jurisdiction in order to ensure that they receive educational and related services required by law.

The Superintendent or designee shall provide identified students with disabilities with a free appropriate public education, as disabled defined under Section 504 of the federal Rehabilitation Act of 1973. Such students shall receive regular or special education and related aids and services designed to meet their individual educational needs as adequately as the needs of nondisabled students are met. (34 CFR 104.33)

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

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

(cf. 5141.24~~21~~ - Administering Medication and Monitoring Health Conditions)

(cf. 5141.22 - Infectious Diseases)

(cf. 5141.23 - Asthma Management)

(cf. 5141.24 - Specialized Health Care Services)

(cf. 5141.27 - Food Allergies/Special Dietary Needs)

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

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

In addition, qualified students with disabilities shall be provided an equal opportunity to participate in programs and activities that are integral components of the district's basic education program, including, but not limited to, extracurricular athletics, interscholastic sports, and/or other nonacademic activities. (34 CFR 104.37)

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

(cf. 6145.5 - Student Organizations and Equal Access)

In providing services to students with disabilities under Section 504, the Superintendent or designee shall ensure district compliance with law, including providing the students and their

parents/guardians with applicable procedural safeguards and required notifications. Any dispute as to the identification, evaluation, or placement of any student with a disability shall be resolved in accordance with the processes specified in the "Procedural Safeguards" section of the accompanying administrative regulation.

The Superintendent or designee shall maintain a list of impartial hearing officers who are qualified and willing to conduct Section 504 hearings. To ensure impartiality, such officers shall not be employed by or under contract with the district in any other capacity except as hearing officer and shall not have any professional or personal involvement that would affect their impartiality or objectivity in the matter.

#### Legal Reference:

##### EDUCATION CODE

49423.5 Specialized physical health care services

##### CODE OF REGULATIONS, TITLE 5

3051.12 Health and Nursing Services

##### UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act of 1974

1400-1482 Individuals with Disabilities Education Act

##### UNITED STATES CODE, TITLE 29

705 Definitions: Vocational Rehabilitation Act

794 Rehabilitation Act of 1973, Section 504

##### UNITED STATES CODE, TITLE 42

12101-12213 Americans with Disabilities Act

##### CODE OF FEDERAL REGULATIONS, TITLE 34

104.1-104.61 Nondiscrimination on the basis of handicap, especially:

104.1 Purpose to effectuate Section 504 of the Rehabilitation Act of 1973

104.3 Definitions

104.32 Location and notification

104.33 Free appropriate public education

104.34 Educational setting

104.35 Evaluation and placement

104.36 Procedural safeguards

##### COURT DECISIONS

Christopher S. v. Stanislaus County Office of Education, (2004) 384 F.3d 1205

#### Management Resources:

##### CSBA PUBLICATIONS

Rights of Students with Diabetes Under IDEA and Section 504, Policy Brief, November 2007

##### CALIFORNIA DEPARTMENT OF EDUCATION LEGAL ADVISORIES

Legal Advisory on Rights of Students with Diabetes in California's K-12 Public Schools, August 2007

##### U.S. DEPARTMENT OF EDUCATION OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Dear Colleague Letter; January 2013

Dear Colleague Letter and Questions and Answers on ADA Amendments Act of 2008 for  
Students with Disabilities Attending Public Elementary and Secondary Schools: January 2012  
Free Appropriate Public Education for Students with Disabilities: Requirements under Section  
504 of the Rehabilitation Act of 1973, September 2007

**WEB SITES**

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

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

U.S. Department of Education, Office for Civil Rights:

<http://www2.ed.gov/about/offices/list/ocr/index.html?src=mr>

~~Policy HANFORD ELEMENTARY SCHOOL DISTRICT~~

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

~~revised: August 20, 2008 — (10/95 11/07) 4/13~~

~~revised: August 6, 2013~~

# Hanford ESD

## Administrative Regulation

### Identification And Education Under Section 504

AR 6164.6

#### Instruction

The Superintendent designates the following position as the district's 504 Coordinator to implement the requirements of Section 504 of the federal Rehabilitation Act of 1973: (34 CFR 104.7)

Director of Special Services  
714 North White Street  
Hanford, CA 93230  
(559) 585-3617

#### Definitions

For the purpose of implementing Section 504 of the Rehabilitation Act of 1973, the following terms and phrases shall have only the meanings specified below:

Free appropriate public education (FAPE) under Section 504 of the Rehabilitation Act of 1973 means the provision of either regular or special education and related aids and services, designed to meet the student's individual educational needs of a student with disabilities as adequately as the needs of nondisabled students are met, without cost to the student or his/her parent/guardian, except when a fee is imposed on nondisabled students. (34 CFR 104.33)

Eligibility to receive FAPE under Section 504 means a student (cf. 3260 - Fees and Charges)

Student with a disability means a student who has a physical or mental impairment which substantially limits one or more major life activity. (34 CFR 104.33)

Major life activities means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working. (34 CFR 104.3)

Physical or mental impairment means any of the following: (34 CFR 104.3)

1. —Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal, special sense organs; respiratory, including speech organs; cardiovascular; reproductive, digestive,

genito-urinary; hemic and lymphatic; skin; and endocrine. (34 CFR 104.3)

2. ~~Any~~ Mental impairment means any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. (34 CFR 104.3)

#### ~~District Coordinator for Implementation of Section 504~~

~~The district has designated the following individual to coordinate its efforts to comply with the requirements of law, board policy, and administrative regulations pertaining to the implementation of Section 504:~~

~~Director of Special Services  
714 North White Street  
Hanford, CA 93230  
(559) 585-3617~~

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

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

Substantially limits major life activities means limiting a person's ability to perform functions such as caring for himself/herself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating and working. Major life activities also includes major bodily functions such as functions of the immune system, normal cell growth, and digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions. Substantially limits shall be determined without regard to the ameliorative effects of mitigating measures other than ordinary eyeglasses or contact lenses. Mitigating measures include, but are not limited to, medications, prosthetic devices, assistive devices, learned behavioral, or adaptive neurological modifications which an individual may use to eliminate or reduce the effects of an impairment.  
(42 USC 12102; 34 CFR 104.3)

#### Referral, Identification, and Evaluation

1. ~~Any~~

Any action or decision to be taken by the district involving the referral, identification, or evaluation of a student with disabilities shall be in accordance with the following procedures:

1. A parent/guardian, teacher, other school employee, student study success team, or community agency for consideration of eligibility as a disabled student under Section 504. This referral may be made may refer a student to the principal, principal's designee or 504 Coordinator for identification as a student with a disability under Section 504.

(cf. 6164.5 - Student Success Teams)

2. Upon receipt of any such referral for eligibility, the principal, principal's designee or 504

Coordinator, or other qualified individual with expertise in the area of the student's suspected disability shall consider the referral and determine whether an evaluation is appropriate. This determination shall be based on a review of the student's school records, including those in academic and nonacademic areas of the school program; consultation with the student's teacher(s), other professionals, and the parent/guardian, as appropriate; and analysis of the student's needs.

~~Prior to conducting an evaluation of a student for eligibility under Section 504, the district shall obtain written parent/guardian consent.~~

~~If~~ If it is determined that an evaluation is unnecessary, the principal, principal's designee or 504 Coordinator shall inform the parents/guardians in writing of this decision and of the procedural safeguards available, as described in the "Procedural Safeguards" section below.

3. If it is determined that the student needs or is believed to need special education or related services under Section 504, the district shall conduct an evaluation of the student prior to his/her initial placement and before any significant change in placement. (34 CFR 104.35)

Prior to conducting an initial evaluation of a student for eligibility under Section 504, the district shall obtain written parent/guardian consent.

The district's evaluation procedures shall ensure that the tests and other evaluation materials: (34 CFR 104.35)

a. -Have been validated and are administered by trained personnel in conformance with the instruction provided by the test publishers

b. Are tailored to assess specific areas of educational need and are not based solely on a single IQ score~~generally designed to provide a single IQ score~~general intelligence quotient

c. Reflect the student's aptitude or achievement or whatever else the tests purport to measure and do not reflect the student's rather than his/her impaired sensory, manual, or speaking skills unless, except where those skills are the test is designed factors that the tests purport to measure these particular deficits

#### Section 504 Services Plan and Placement

Services and placement decisions for students with disabilities shall be determined as follows:

1. A multi-disciplinary 504 team shall be convened to review the evaluation data in order to make placement decisions.

The 504 team shall consist of a group of persons knowledgeable about the student, the meaning of the evaluation data, and the placement options. (34 CFR 104.35)

In interpreting evaluation data and making placement decisions, the team shall draw upon



information from a variety of sources, including aptitude and achievement tests, teacher recommendations, physical condition, social or cultural background, and adaptive behavior. The team shall also ensure that information obtained from all such sources is documented and carefully considered and that the placement decision is made in conformity with 34 CFR 104.34. (34 CFR 104.35)

2. If, upon evaluation, a student is determined to be eligible for services under Section 504, the ~~504 team~~ team shall meet to develop a written ~~accommodation~~ 504 services plan which shall specify ~~placement~~ the types of regular or special education services, accommodations, and supplementary aids and services necessary to ensure that the student receives a ~~free appropriate public education~~ FAPE.

\_\_\_\_\_ The parents/guardians shall be invited to participate in the meeting and shall be given an opportunity to examine all relevant records.

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

(cf. 5141.22 - Infectious Diseases)

(cf. 5141.23 - Asthma Management)

(cf. 5141.24 - Specialized Health Care Services)

(cf. 5141.26 - Tuberculosis Testing)

(cf. 5141.27 - Food Allergies/Special Dietary Needs)

3. If the 504 team determines that no services are necessary for the student, the record of the ~~committee~~ team's meeting shall reflect ~~the identification of whether or not the student has been identified~~ as a disabled person under Section 504 and shall state the basis for the decision ~~determination~~ that no special services are presently needed. The student's parent/guardian shall be informed in writing of his/her rights and procedural safeguards, as described in the "Procedural Safeguards" section below.

4. The student shall be placed in the regular educational environment, unless the district can demonstrate that the education of the student in the regular environment with the use of supplementary aids and services cannot be achieved satisfactorily. The student shall be educated with those who are not disabled to the maximum extent appropriate to his/her individual needs. (34 CFR 104.34)

5. The district shall complete the identification, evaluation, and placement process within a reasonable time frame.

6. A copy of the student's ~~accommodation~~ Section 504 services plan shall be kept in his/her student record. The student's teacher, ~~(s)~~ and any other staff who provide services to the student, shall be informed of the plan's requirements.

If a student transfers to another school within the district, the principal or designee at the school from which the student is transferring shall ensure that the principal or designee at the new school receives a copy of the plan prior to the student's enrollment in the new school.

(cf. 5125 - Student Records)

(cf. 5114.21 - Administering Medication and Monitoring Health Conditions)

### Review and Reevaluation

The 504 team shall monitor the progress of the student and, at least annually, shall review the effectiveness of the student's Section 504 services plan to determine whether the services are appropriate and necessary and whether the student's needs are being met as adequately as the needs of nondisabled students. The team shall review the student's accommodation plan annually. In addition, the student's eligibility each student with a disability under Section 504 shall be reevaluated at least once every three years.

A reevaluation of the student's needs shall be conducted before any subsequent significant change in placement. (34 CFR 104.35)

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

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

### Procedural Safeguards

#### Parents/guardians

The Superintendent or designee shall be notified in writing of notify the parents/guardians of students with disabilities of all district actions and decisions by the district regarding the identification, evaluation, or educational placement of students with disabilities or suspected disabilities. Notifications shall include a statement of their right to: (34 CFR 104.36)

1. ~~Examine relevant records~~
2. ~~Have an impartial hearing children. He/she also shall notify the parents/guardians of all the procedural safeguards available to them if they disagree with the district's action or decision, including an opportunity for participation by the parents/guardiansto examine all relevant records and their counsel~~
3. ~~Have a review procedure~~

(cf. 5145.6 - Parental Notifications)

Notificationsan impartial hearing in which they shall also detail the parent/guardian's right to file a grievance with the school district over an alleged violation of Section 504; regulation; right to have an evaluation that draws on information from a variety of sources; right to be informed of any proposed actions related to eligibility and plan for services; right to receive all information in the parent/guardian's native language and primary mode of communication; right to periodic reevaluations and an evaluation before any significant change in program/service modifications; right to an impartial hearing if there is a disagreement with the school district's proposed action;

right to be represented by counsel in the impartial hearing process; and right to appeal the impartial hearing officer's decision have the right to participate. (34 CFR 104.36)

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

If a parent/guardian disagrees with any district action or decision regarding the identification, evaluation, or educational placement of his/her child under Section 504, he/she may initiate the following procedures: request a Section 504 due process hearing within 30 days of that action or decision.

Within

Prior to requesting a Section 504 due process hearing, the parent/guardian may, at his/her discretion, but within 30 days after receipt of the district's action or decision with which the parent/guardian disagrees, the parent/guardian may request an administrative review of the action or decision. The 504 Coordinator shall designate an appropriate administrator to meet with the parent/guardian to attempt to resolve the issue. The and the administrative review shall be held within 14 days of receiving the parent/guardian's request. If the parent/guardian is not satisfied with the resolution of the issue, he/she may request a Section 504 due process hearing.

1. If the parent/guardian chooses not to request an administrative review or if the review does not resolve the issue, the parent/guardian may request in writing a Section 504 due process hearing. shall be conducted in accordance with the following procedures:

1. The parent/guardian shall submit a written request for a hearing shall be made to the Coordinator within 30 days of receiving the district's decision or, if an administrative review is held, within 14 days of the completion of the administrative review.

2. The request for the due process hearing shall include:

- a. The specific nature of the decision with which the parent/guardian he/she disagrees
- b. The specific relief the parent/guardian he/she seeks
- c. Any other information the parent/guardian he/she believes is pertinent to resolving the disagreement

2. Within 30 days of receiving the parent/guardian's request, the Superintendent or designee and 504 Coordinator shall select an impartial hearing officer. This 30-day deadline may be extended for good cause or by mutual agreement of the parties.

The 504 Coordinator shall maintain a list of impartial hearing officers who are qualified and willing to conduct Section 504 hearings. To ensure impartiality, such officers shall not be employed by or under contract with the district in any capacity other than that of hearing officer and shall not have any professional or personal involvement that would affect their impartiality.

~~or objectivity in the matter.~~

3. Within 45 days of the selection of the hearing officer, the Section 504 due process hearing shall be conducted and a written decision mailed to all parties. This 45-day deadline may be extended for good cause or by mutual agreement of the parties.

~~Any party~~4. The parties to the hearing shall be afforded the right to:

1a. Be accompanied and advised by counsel and by individuals with special knowledge or training related to the problems of students ~~who are qualified as disabled~~ with disabilities under Section 504

2b. Present written and oral evidence

3c. Question and cross-examine witnesses

4d. Receive written findings by the hearing officer stating the decision and explaining the reasons for the decision

If desired, either party may seek a review of the hearing officer's decision by a federal court of competent jurisdiction.

#### Notifications

The Superintendent or designee shall ensure that the district has taken appropriate steps to notify students and parents/guardians of the district's duty under Section 504. (34 CFR 104.32)

Regulation — ~~HANFORD ELEMENTARY SCHOOL DISTRICT~~  
 approved: ~~September 15, 1999~~ — ~~Hanford, California~~  
 reviewed: ~~May 16, 2001~~  
 revised: ~~April 13, 2005~~  
 revised: ~~September 1, 2010~~ (cf. 5145.6 - Parental Notifications)  
 revised: August 6, 2013

## HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Dr. Paul J. Terry

FROM: Karen McConnell

DATE: August 6, 2013

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

FOR: ☒ Information  
☐ Action

Date you wish to have your item considered: August 14, 2013

**ITEM:** Receive recommended revisions to BP/AR 6159.2 ~ Nonpublic, Nonsectarian School and Agency Service for Special Education.

**PURPOSE:** These revised policies reflect new law (SB 121) which prohibits the referral of a student with a disability to, or placement in, a nonpublic, nonsectarian school without the student's individualized education program team's agreement. This policy also adds material on out-of-state placements, applications for state waivers of legal requirements, and district verification of the school/agency's certification to provide special education and related services.

**FISCAL IMPACT:** None

**RECOMMENDATIONS:**

# Hanford ESD

## Board Policy

### Nonpublic, Nonsectarian School And Agency Services For Special Education

BP 6159.2

#### Instruction

The Governing Board recognizes its responsibility to provide all district students, including students with disabilities, a free appropriate public education in accordance with law. When the district is unable to provide direct special education and/or related services to students with disabilities, the Board may enter into a contract with a nonpublic, nonsectarian school or agency to meet the students' needs.

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

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 3541.2 - Transportation for Students with Disabilities)

(cf. 4112.23 - Special Education Staff)

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

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

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

No district student shall be placed in a nonpublic, nonsectarian school or agency unless the student's individualized education program (IEP) team has determined that an appropriate public education alternative does not exist and that the nonpublic, nonsectarian school or agency placement is appropriate for the student. In accordance with law, any student with disabilities placed in a nonpublic, nonsectarian school or agency shall have all the rights and protections to which students with disabilities are generally entitled, including, but not limited to, the procedural safeguards, due process rights, and periodic review of his/her IEP. (Education Code 56195.8, 56342.1)

(cf. 6159 - Individualized Education Program)-

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

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

When entering into agreements During the period when any student with disabilities is placed in

~~a nonpublic, nonsectarian schoolsschool or ageneiesagency, the Board-student's IEP team shall consider the needs of the individual student and the recommendations of the individualized-education program (IEP) team. The IEP team shall remain accountableretain responsibility for monitoring the student's progress of students placed in nonpublic, nonsectarian programs-towards meeting the goals identified in each student'shis/her IEP.~~

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

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

(cf. 1431 - Waivers)

#### Legal ReferencesReference:

##### EDUCATION CODE

56034-56035 Definitions of nonpublic, nonsectarian school and agency-  
 56042 Placement not to be recommended by attorney with conflict of interest  
 56101 Waivers  
 56163 Certification  
 56168 Responsibility for education of student in hospital or health facility school  
 56195.8 Adoption of policies  
56342.1 Individualized education program; placement  
 56360-56369- Implementation of special education  
 56711 Computation of state aid  
 56740-56743 Apportionments and reports  
 56760 Annual budget plan; service proportions  
 56775.5 Reimbursement of assessment and identification costs

##### FAMILY CODE

7911-7912 Interstate compact on placement of children

##### GOVERNMENT CODE

7570-7588 Interagency responsibilities for providing services to children with disabilities, especially:

7572.55 Seriously emotionally disturbed child; out-of-state placement

##### FAMILY CODE

7911-7912 Interstate compact on placement of children

##### WELFARE AND INSTITUTIONS -CODE

362.2 Out-of-home placement for IEP

727.1 Out-of-state placement of wards of court

##### CODE OF REGULATIONS, TITLE 5

3001 Definitions

~~3061-3069~~3060-3070 Nonpublic, nonsectarian school and agency services

UNITED STATES CODE, TITLE 20

| 1400-1482 ~~1487~~ Individuals with Disabilities Education Act

CODE OF FEDERAL REGULATIONS, TITLE 34

300.129-300.148 Children with disabilities in private schools

| COURT DECISIONS

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

Management Resources:

| ~~CDE LEGAL ADVISORIES~~

| ~~0317.99 Nonpublic School/Agency Waivers and Reimbursement to Parents~~

FEDERAL REGISTER

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

WEB SITES

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

| ~~US~~ U.S. Department of Education, Office of Special Education and Rehabilitative

| ~~\_~~ Services: <http://www.ed.gov/about/offices/OSERSlist/osers>

| ~~Policy HANFORD ELEMENTARY SCHOOL DISTRICT~~

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

| ~~revised: August 6, 2013~~



# Hanford ESD

## Administrative Regulation

### Nonpublic, Nonsectarian School And Agency Services For Special Education

AR 6159.2

#### Instruction

##### Placement and Services

~~Procedures specified in law shall govern the selection of appropriate nonpublic school or agency services.~~

##### Contracts with a nonpublic

##### Master Contract

~~Every master contract with a nonpublic, nonsectarian school or agency shall be made on forms provided by the California Department of Education and shall include an individual services agreement negotiated for each student. Individual services agreements shall be for the length of time for which nonpublic, nonsectarian school services are specified in the student's individualized education program (IEP), not to exceed one year. Changes in educational instruction, services or placement shall be made only on the basis of revisions to the student's IEP. (Education Code 56366)~~

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

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

(cf. 3541.2 - Transportation for Students with Disabilities)

(cf. 3580 - District Records)

(cf. 5125 - Student Records)

(cf. 6146.1 - High School Graduation Requirements)

The master contract shall include a description of the process ~~being to be~~ utilized by the district to oversee and evaluate placements in nonpublic, nonsectarian schools. This description shall

include a method for evaluating whether ~~the~~each student is making appropriate educational progress. (Education Code 56366)

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

#### Placement and Services

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

(cf. 6159 - Individualized Education Program)

~~The student's IEP and contract~~ The IEP team of a student placed in a nonpublic, nonsectarian school or agency shall annually review the student's IEP. The student's IEP and individual services agreement shall specify the review schedules. (5 CCR 30683069)

~~The Superintendent or designee of an~~

Prior to the annual review of a student's IEP, the Superintendent or designee shall notify any high school district of all students placed in nonpublic school or agency programs prior to the annual review of the IEP for each student who to which the student may transfer to of the high student's enrollment in a nonpublic, nonsectarian school district or agency. (5 CCR 3068)-3069)

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

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

#### Out-of-State Placements

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

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

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

Regulation — ~~HANFORD ELEMENTARY SCHOOL DISTRICT~~  
approved: May 16, 2001 — ~~Hanford, California~~\_\_  
revised: August 6, 2013

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Board of Trustees

FROM: Paul J. Terry, Ed. D.

DATE: August 6, 2013

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

FOR: ☒ Information  
☐ Action

Date you wish to have your item considered: August 14, 2013.

**ITEM:** Board Goals for 2013-2014.

**PURPOSE:**

**FISCAL IMPACT:**

**RECOMMENDATION:**

## HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Dr. Paul J. Terry

FROM: Karen McConnell *KM*

DATE: July 23, 2013

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

FOR: ☐ Information  
☒ Action

Date you wish to have your item considered: August 14, 2013

**ITEM:** Memorandum of Understanding ("MOU") between the County of Kings Behavioral Health and Hanford Elementary School District.

**PURPOSE:** Memorandum of Understanding ("MOU") between the County of Kings Behavioral Health and the Hanford Elementary School District to provide school based early mental health prevention and intervention activities as part of the Counties Prevention and Early Intervention (PEI) Plan as required by the California Department of Mental Health, which is funded as part of the Mental Health Services Act.

**FISCAL IMPACT:** None

**RECOMMENDATIONS:** Approve

**Memorandum of Understanding  
County of Kings -- Behavioral Health  
And  
Hanford Elementary School District**

This Memorandum of Understanding (hereinafter "MOU") made and entered into this the 1st day of July, 2013, by and between the County of Kings, a Political Subdivision of the State of California on behalf of its Behavioral Health Department (hereinafter "COUNTY") and Hanford Elementary School District (hereinafter "DISTRICT").

W I T N E S S E T H

Recitals:

A. COUNTY will be providing school based early mental health prevention and intervention activities as a part of the COUNTYs' Prevention and Early Intervention (PEI) Plan as required by the California Department of Mental Health, which is funded as part of the Mental Health Services Act. These services will be rendered to school age youth in Kings County.

B. COUNTY has the responsibility, the experience, and the expertise to administer and monitor a school based early mental health prevention and intervention program that provides services to families and individuals affected by or whom are at risk of experiencing mental illness and behavioral health issues in Kings County.

C. The DISTRICT has the responsibility, the experience, and the expertise to oversee and collaborate with the COUNTY on the effectiveness of the school based program and the overall success of the PEI Plan.

Now, therefore, the parties hereto mutually agree as follows:

1. Term: This MOU will commence on July 1, 2013, and it shall remain in effect through June 30, 2014. Either party may terminate this agreement with a 30-day written notice.

2. Scope of Work.

DISTRICT shall provide:

- Space on site for services to be rendered by COUNTY, including space for assessments, groups, meetings with the student participants and school staff.
- Internet access to the school's wireless network so that COUNTY staff can access files and resources necessary to conduct services on site. COUNTY agrees to have each employee who will access the District's wireless network review and sign the DISTRICT'S "Acceptable Use" policy.

Participating Schools of DISTRICT shall:

- Make referrals to the COUNTY from each participating school prior to the start of each semester. This will provide time for program staff to screen referrals for appropriateness and group formation.
- Present to parents of referred students a jointly developed consent form which shall be executed prior to student participation.
- Share/submit student progress and staff performance feedback to COUNTY Program Managers at the end of each semester.
- Meet at least twice a year (at the end of each semester) with the COUNTY Prevention Services Coordinator and appropriate school staff (counselor, teacher, principal, etc.) and, if applicable, social worker, probation, parents, etc as a Multi-Disciplinary Team to address any issues/concerns, progress and/or review of the student's program participation.

DISTRICT shall:

- Ensure (through its Director of Special Services) that appropriate staff are made available for the Multi-Disciplinary Team meetings.
- Host the Multi-Disciplinary Team (MDT) meetings with families, because its general location is accessible and familiar to the participants' families.
- Provide notice of MDT to participants and obtain release from parents prior to MDT meeting.

COUNTY shall:

- Provide Prevention Services Coordinators to render services at participating Hanford Elementary School District sites. The number of sites will be dependent on need and referrals. The sites are subject to change and can be expanded or reduced as needed.
- Ensure all Prevention Services Coordinators are screened internally by the COUNTY for eligibility to be on school sites (fingerprint checks), and are able to work with children as well as having a TB clearance (recent TB screening).
- Provide screening certification to DISTRICT for all program staff.
- Timely screen referrals for assessment and/or participation in groups and related services and task final approval of referrals.

Preventions Services Coordinators of COUNTY shall:

- Provide Skills Building Groups on-site with:
  - a. maximum of 12 participants per group
  - b. limitation of latecomer admittance to avoid disruption of group
  - c. submission to and approval by DISTRICT of any forms prior to provision to program participants and/or their families
- Provide Skills Building Groups on-site to:
  - a. students living in stressed families, and
  - b. those who have been identified as at-risk from school failure,

- c. at-risks from juvenile justice involvement,
  - d. student at-risk for or are experiencing depression or other emotional/mental health issues,
  - e. students who are victims of bullies, or perpetrators of bullying,
  - f. experiencing exposure to domestic violence or other trauma,
  - g. or have parents who have a serious mental illness, or substance use disorder.
- Work with DISTRICT's Director of Special Services to schedule MDT meetings.
  - Communicate and coordinate with families regarding MDT meeting date, time, location and purpose.
  - Participate in MDT meetings to increase cross communication, collaboration, and meet the diverse needs of this population.
  - Sign DISTRICT provided acknowledgement that information provided to them through school records reviews, conversations with students, staff or parents are confidential and can only be disclosed to outside agencies through a disclosure document, signed by the parent of the child. (Note: The COUNTY recognizes that notes of individual MDT members are not student records according to the Office of Civil Rights (OCR), but any minutes taken during an MDT meeting would be considered a student record and subject to OCR review and other provisions of the law.)

3. Compensation. There is no exchange of funds for this Agreement. The COUNTY will not be liable to the DISTRICT for payment of any resources, personnel or services under this Agreement. Likewise, the DISTRICT will not be liable to the COUNTY for payment of any resources, personnel or services under this Agreement.

4. Confidentiality. Both the COUNTY and the DISTRICT shall insure that any personal health and treatment information received, processed, or generated by either the COUNTY or the DISTRICT pursuant to its services shall be kept confidential as required by State and Federal laws and regulations, including, but not limited to, California Education Code, HIPPA, and FERPA.

5. Indemnification.

a. General Indemnification for COUNTY. The DISTRICT shall hold the COUNTY, its elected officials, agents, officers, employees, and volunteers harmless from, save, indemnify, and defend the same against, any and all claims, and damages for injury to person or property, and related costs and expenses (including reasonable attorney's fees), arising out of any act or omission of the DISTRICT, its agents, officers, employees, or volunteers, during the performance of its obligations under this MOU.

b. General Indemnification for DISTRICT. The COUNTY shall hold the DISTRICT, its agents, officers, employees, and volunteers harmless from, save, indemnify, and defend the same against, any and all claims and damages for injury to person or property, and related costs and expenses (including reasonable attorney fees), arising out of any act or



omission of the COUNTY, its elected officials, agents, officers, employees, and volunteers during the performance of its obligations under this MOU.

c. Indemnification obligations shall survive termination until expiration of statute of limitations or unless sooner terminated by mutual written agreement of the parties.

6. Amendments. This MOU may be amended by written mutual agreement of the parties.

7. Effect. The terms and issues outlined in this MOU are NON-BINDING guidance mutually designed by the parties to provide a model for implementation of described services. As such, the MOU is a work in progress subject to further discussion and amendment as mutually agreed.

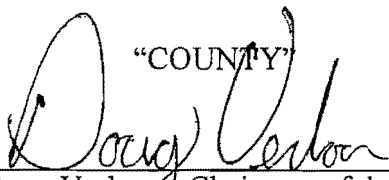
IN WITNESS WHEREOF, the parties have executed this MOU hereto, upon the date indicated next to their respective signature and this MOU shall become effective on the date first above written.

"DISTRICT"

| Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Dr. Paul Terry, Superintendent Hanford  
Elementary School District

Dated: JUL 2 2013

By:   
"COUNTY"  
Doug Verboen, Chairman of the Board  
of Supervisors

ATTEST:

Dated: JUL 2 2013

By:   
Catherine Venturella, Clerk of the Board  
of Supervisors

APPROVED AS TO FORM:

Dated: 6/21/13

  
Colleen Carlson, County Counsel

**HANFORD ELEMENTARY SCHOOL DISTRICT**  
**AGENDA REQUEST FORM**

TO: Paul Terry, Ed.D.

FROM: Doug Carlton

DATE: July 31, 2013

For: ☒ Board Meeting  
☐ Superintendent's Cabinet

For: ☐ Information  
☒ Action

Date you wish to have your item considered: August 14, 2013

**ITEM:**

Consider approval of the Hanford Elementary School District 2012-2013 Evaluation of Consolidated Programs / Comprehensive Needs Assessment (Title I Evaluation)

**PURPOSE:** The Title I Evaluation documents the following components of the planning process at the district level and for each school site:

- Analysis of student achievement data
- Areas in which the LEAP (LEA plan), 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)

**FISCAL IMPACT:** Approximately \$4.5 million in categorical funding that is requested through the Consolidated Application (The Title I Evaluation is a requirement for receiving this funding.)

**RECOMMENDATION:**

Approve the Title I Evaluation

# Title I Evaluation and Comprehensive Needs Assessment: Executive Summary

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## District Planning

In 2008, the Hanford Elementary School District (HESD) Board of Trustees adopted the Local Education Agency Plan (LEAP) addendum. The LEAP Addendum stipulates that the overall goal for HESD is:

*To improve student achievement in English Language Arts and Mathematics by creating greater coherence, consistency and precision in the instructional delivery of English Language Arts and Mathematics through alignment of instruction with the California content standards for English Language Arts and Mathematics and fully supporting the implementation of standard-based instruction using SBE approved texts and text-based professional development (SB 472) for teachers and administrators.*

*The LEAP Addendum listed a set of goals and a series of actions that the district would take to address its Program Improvement status.*

## Goals

- *Standards based instruction (including interventions) that adheres to the required instructional minutes, and uses State Board of Education adopted materials in ELA and mathematics, will be in place in all classrooms with all students.*
- The district will have a student monitoring system that informs teachers of students' progress and the effectiveness of instruction that is based on the SBE adopted ELA and mathematics programs.
- The school will have fully credentialed, highly qualified teachers and administrators who receive ongoing instructional assistance and support through professional development, coaching, and professional collaboration
- Parents will participate in regular, two-way, and meaningful communication involving student academic learning and other school activities.

## Action Strategies

*These include the implementation of standards aligned instruction using State Board of Education (SBE) approved materials, developing and implementing pacing calendars, implementing a student achievement monitoring system, providing universal access to subgroups of students achieving below specified levels, and providing professional development based on the SBE approved materials.*

## 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 (Title I Evaluation), 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, ongoing analysis of student achievement data and monitoring of the school's implementation of action strategies in school improvement plans.

The graphic below illustrates the planning process.

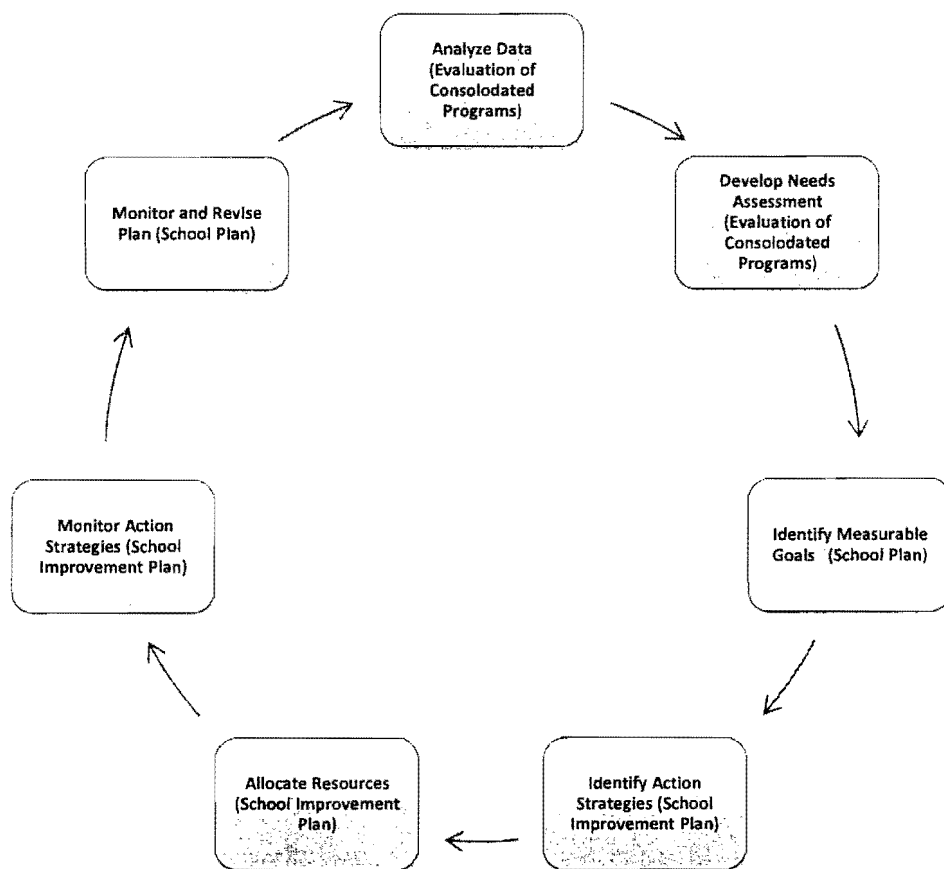


Figure 1: School Planning Process

## Evaluation of Consolidated Programs / Comprehensive Needs Assessment

The Title I Evaluation documents the following components of the planning process at the district level and for each school site:

- Analysis of student achievement data
- Areas in which the LEAP Addendum, 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)

In the Title I Evaluation, action strategies in the LEAP Addendum and in the school improvement plans are analyzed as to their effectiveness, degree of implementation, and effect on student achievement. Next, modifications are made to these action strategies that will be incorporated into the next school year's update of the LEAP Addendum and into each school improvement plan.

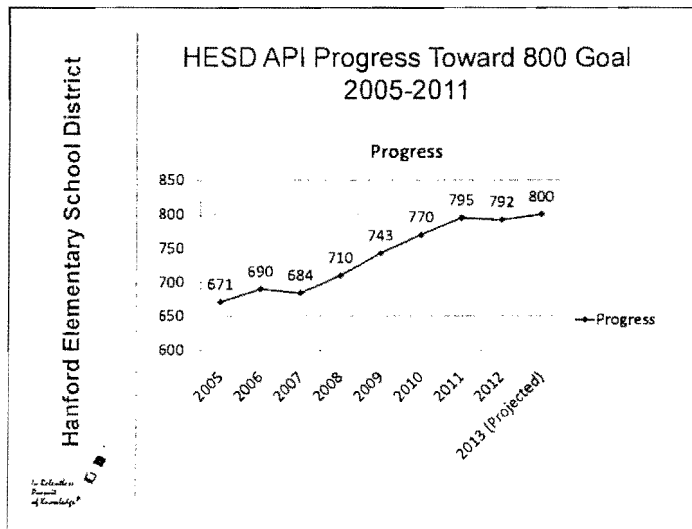
## California Department of Education Nine Essential Program Components

Action strategies in the LEAP Addendum and in the school improvement plans are aligned with the California Department of Education's *Nine Essential Program Components* (EPCs). These EPCs provide specific guidance to improve student achievement.

1. Instructional Program (State adopted materials in ELA and mathematics)
2. Instructional Time (Core program and intervention)
3. School Administrator Instructional Leadership 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

## Student Achievement

As a result of HESD's faithful implementation of the actions detailed in the LEAP Addendum, student achievement in the district has improved significantly. In the 2008-2009 school year, HESD met 29 of 29 AYP criteria, met all Title III AMAOs, and had 100% of teachers NCLB Highly Qualified. Additionally, five schools met all AYP criteria with one Year 5 PI school exiting Program Improvement for the 2009-2010 school year. In the 2009-2010 school year, HESD met 28 of 29 AYP criteria, five schools (including one Year 5 PI school) met all AYP criteria, and two additional Year 5 PI schools exited Program Improvement for the 2010-2011 school year. In 2010-2011, HESD met 24 of 29 AYP criteria, four schools met all AYP criteria with the final Year 5 PI school exiting Program Improvement. Additionally, four schools met or exceeded the target of 800 on the Academic Performance Index (API). For 2011-2012, Martin Luther King Elementary exited Year 5 Program Improvement, achieved an API score of 798, and was nominated by the California Department of Education as a National Blue Ribbon School. Additionally, in 2011-2012 Roosevelt Elementary received a Title I Academic Achievement Award from the California Department of Education. API scores for 2012-2013 have not yet been released by the California Department of Education, but initial internal analysis of STAR test results show continued gains in achievement at the school and district levels.



Hanford Elementary 2011 Academic Performance Index	11-12 Growth API	11-12 Statewide Rank	11-12 Similar Schools Rank
<b>Elementary Schools</b>			
George Washington Elementary	805	5	8
Hamilton Elementary	775	3	7
Joseph M. Simas	864	8	10
Lee Richmond Elementary	787	4	8
Lincoln Elementary	750	2	8
Martin Luther King Jr. Elementary	777	3	7
Monroe Elementary	824	6	8
Roosevelt Elementary	785	4	9

<b>Middle Schools</b>			
John F. Kennedy Junior High	781	5	10
Woodrow Wilson Junior High	79	5	9

## Areas of Need

As HESD has achieved significant increases in student achievement as a result of implementing the goals and actions documented in the LEAP Addendum and in the school improvement plans, areas of need for consist mainly of refinements to the existing action strategies along with more precision in their implementation.

Several key areas where refinement of action strategies or a more precise implementation is required are common across all schools.

- Rising accountability targets along with a leveling-off of gains in student achievement on benchmark and state assessments indicate there is a need to maintain a rigorous focus on standards aligned instruction ensuring that all students including ELs, migrant students, and SWDs receive strong core instruction in ELA and math using the SBE approved materials.
- There are areas of instructional pacing that require additional focus, greater amounts of time, and/or additional resources. A need exists to continue refinement of the district's pacing calendars in math and ELA. There is also an ongoing need to ensure the implementation of the pacing calendars and appropriate instructional time at school sites.
- Significant numbers of students continue scoring in the intensive and strategic levels on elementary school benchmark assessments and at the minimal progress and no progress levels on the junior high school benchmark assessments. There is an ongoing need to identify students' specific instructional needs and to provide differentiated instruction using SBE approved materials. There is a continuing need to identify students needing intervention and to provide these students with appropriate intervention.
- There continue to be significant numbers of SWDs in the district. These students continue to require standards based instruction using the SBE approved materials, accommodations of curriculum and/or instruction, and additional support as specified in their IEPs.
- There is a persistent achievement gap between ELs and the overall student body. There is a continuing need for school site leadership teams to provide ongoing professional development targeted at building teacher's capacity to provide standards aligned instruction and intervention that uses SBE approved materials and supplemental materials, particularly in the area of ELD.
- There is a continuing need to provide school-site grade-level teams with collaboration time and to provide monitoring and support ensuring that assessment data is used to plan instruction and interventions.
- There is a need to continue to provide outreach and parent involvement activities.

# HANFORD ELEMENTARY SCHOOL DISTRICT

## AGENDA REQUEST FORM

TO: Paul Terry, Ed.D.

FROM: Doug Carlton

DATE: July 30, 2013

For: ☒ Board Meeting  
☐ Superintendent's Cabinet

For: ☐ Information  
☒ Action

Date you wish to have your item considered: August 14, 2013

**ITEM:** Hear and consider for approval 2013-2014 School 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 Learner Advisory Committees, have approved the School Plans 2013-2014 school year.

**Fiscal Impact:**

Hamilton Elementary	\$ 253,712
Hanford Community Day	\$ 5,372
Jefferson Elementary	\$ 62,413
Kennedy Jr. High	\$ 207,829
King Elementary	\$ 689,481
Lincoln Elementary	\$ 594,922
Monroe Elementary	\$ 220,121
Richmond Elementary	\$ 472,535
Roosevelt Elementary	\$ 296,746
Simas Elementary	\$ 188,492
Washington Elementary	\$ 197,209
Wilson Jr. High	\$ 208,663

**RECOMMENDATION:** Approve the 2013-2014 School plans and School Improvement Plans



# 2013-2014 School Plans: Executive Summary

## School Planning

Each school continually maintains, reviews, and revises two 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 (Title I Evaluation) and the Comprehensive Plan for Student Achievement (School 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.

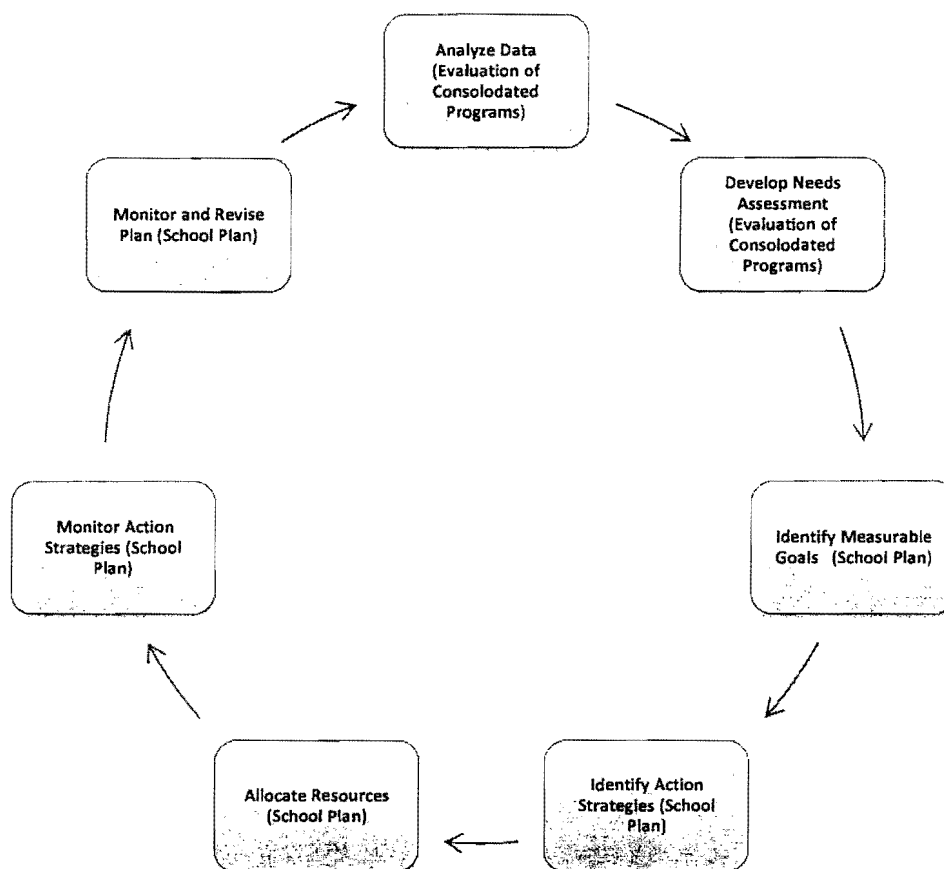


Figure 1: School Planning Process

## 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

The 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 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 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
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 for the upcoming school year. It is the recommendation of this office that the Board of Trustees approve the School Plans and School Improvement Plans for the 2013-2014 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: Board of Trustees

FROM: Paul J. Terry, Ed. D.

DATE: August 6, 2013

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

FOR: ☐ Information  
☒ Action

Date you wish to have your item considered: August 24, 2013

**ITEM:** Consider approval of Interdistrict Attendance Agreements with the following districts: Armona Union Elementary; Central Union Elementary; Corcoran Unified; Kit Carson; Lakeside Elementary; Lemoore Elementary; Reef-Sunset Unified; Visalia Unified; Tulare City Schools; Fresno Unified.

**PURPOSE:**

**FISCAL IMPACT:**

**RECOMMENDATION:** Approve.



Hanford Elementary School District  
714 N. White Street, P. O. Box 1067  
Hanford, CA 93232  
(559) 585-3600

## INTERDISTRICT ATTENDANCE AGREEMENT

This agreement is entered into by and between the following school districts:

### **Armona Union Elementary School District and Hanford Elementary School District**

In order to comply with the provisions of Education Code § 46600, the parties hereby agree that the following terms and conditions shall apply to all interdistrict attendance transfers between them that are granted pursuant to that section.

1. **Term of Agreement (Maximum of 5 years)**

This Agreement shall take effect **July 1, 2013**, and shall expire on **June 30, 2018**. It may not be revised, modified or amended without written consent of all parties.

2. **Initial Requests**

The initial decision to grant or deny an interdistrict transfer request shall be made in accordance with the board policy of each district.

3. **Reapplication**

Transfer students must reapply and be approved each year in order to continue to attend in the district of enrollment.

4. **Revocation and Rescission**

Either the district of enrollment or the district of residence may revoke or rescind a transfer permit in accordance with its board policy.

The following school districts agree to be bound by the terms and conditions of this Agreement, as witnessed by the duly authorized signatures below.

Date: July 25, 2013

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title



---

## INTERDISTRICT ATTENDANCE AGREEMENT

This agreement is entered into by and between the following school districts:

**Central Union Elementary School District and Hanford Elementary School District**

In order to comply with the provisions of Education Code § 46600, the parties hereby agree that the following terms and conditions shall apply to all interdistrict attendance transfers between them that are granted pursuant to that section.

1. **Term of Agreement (Maximum of 5 years)**

This Agreement shall take effect **July 1, 2013**, and shall expire on **June 30, 2018**. It may not be revised, modified or amended without written consent of all parties.

2. **Initial Requests**

The initial decision to grant or deny an interdistrict transfer request shall be made in accordance with the board policy of each district.

3. **Reapplication**

Transfer students must reapply and be approved each year in order to continue to attend in the district of enrollment.

4. **Revocation and Rescission**

Either the district of enrollment or the district of residence may revoke or rescind a transfer permit in accordance with its board policy.

The following school districts agree to be bound by the terms and conditions of this Agreement, as witnessed by the duly authorized signatures below.

Date: July 25, 2013

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title



Hanford Elementary School District  
714 N. White Street, P. O. Box 1067  
Hanford, CA 93232  
(559) 585-3600

## INTERDISTRICT ATTENDANCE AGREEMENT

This agreement is entered into by and between the following school districts:

### **Corcoran Unified School District and Hanford Elementary School District**

In order to comply with the provisions of Education Code § 46600, the parties hereby agree that the following terms and conditions shall apply to all interdistrict attendance transfers between them that are granted pursuant to that section.

1. **Term of Agreement (Maximum of 5 years)**

This Agreement shall take effect **July 1, 2013**, and shall expire on **June 30, 2018**. It may not be revised, modified or amended without written consent of all parties.

2. **Initial Requests**

The initial decision to grant or deny an interdistrict transfer request shall be made in accordance with the board policy of each district.

3. **Reapplication**

Transfer students must reapply and be approved each year in order to continue to attend in the district of enrollment.

4. **Revocation and Rescission**

Either the district of enrollment or the district of residence may revoke or rescind a transfer permit in accordance with its board policy.

The following school districts agree to be bound by the terms and conditions of this Agreement, as witnessed by the duly authorized signatures below.

Date: July 25, 2013

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Superintendent  
Title

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title



---

## INTERDISTRICT ATTENDANCE AGREEMENT

This agreement is entered into by and between the following school districts:

**Kit Carson School District and Hanford Elementary School District**

In order to comply with the provisions of Education Code § 46600, the parties hereby agree that the following terms and conditions shall apply to all interdistrict attendance transfers between them that are granted pursuant to that section.

1. **Term of Agreement (Maximum of 5 years)**

This Agreement shall take effect **July 1, 2013**, and shall expire on **June 30, 2018**. It may not be revised, modified or amended without written consent of all parties.

2. **Initial Requests**

The initial decision to grant or deny an interdistrict transfer request shall be made in accordance with the board policy of each district.

3. **Reapplication**

Transfer students must reapply and be approved each year in order to continue to attend in the district of enrollment.

4. **Revocation and Rescission**

Either the district of enrollment or the district of residence may revoke or rescind a transfer permit in accordance with its board policy.

The following school districts agree to be bound by the terms and conditions of this Agreement, as witnessed by the duly authorized signatures below.

Date: July 25, 2013

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title



Hanford Elementary School District  
714 N. White Street, P. O. Box 1067  
Hanford, CA 93232  
(559) 585-3600

## INTERDISTRICT ATTENDANCE AGREEMENT

This agreement is entered into by and between the following school districts:

### Lakeside Elementary School District and Hanford Elementary School District

In order to comply with the provisions of Education Code § 46600, the parties hereby agree that the following terms and conditions shall apply to all interdistrict attendance transfers between them that are granted pursuant to that section.

1. Term of Agreement (Maximum of 5 years)

This Agreement shall take effect **July 1, 2013**, and shall expire on **June 30, 2018**. It may not be revised, modified or amended without written consent of all parties.

2. Initial Requests

The initial decision to grant or deny an interdistrict transfer request shall be made in accordance with the board policy of each district.

3. Reapplication

Transfer students must reapply and be approved each year in order to continue to attend in the district of enrollment.

4. Revocation and Rescission

Either the district of enrollment or the district of residence may revoke or rescind a transfer permit in accordance with its board policy.

The following school districts agree to be bound by the terms and conditions of this Agreement, as witnessed by the duly authorized signatures below.

Date: July 25, 2013

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Superintendent  
Title

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title





## INTERDISTRICT ATTENDANCE AGREEMENT

This agreement is entered into by and between the following school districts:

### **Lemoore Elementary School District and Hanford Elementary School District**

In order to comply with the provisions of Education Code § 46600, the parties hereby agree that the following terms and conditions shall apply to all interdistrict attendance transfers between them that are granted pursuant to that section.

1. **Term of Agreement (Maximum of 5 years)**

This Agreement shall take effect **July 1, 2013**, and shall expire on **June 30, 2018**. It may not be revised, modified or amended without written consent of all parties.

2. **Initial Requests**

The initial decision to grant or deny an interdistrict transfer request shall be made in accordance with the board policy of each district.

3. **Reapplication**

Transfer students must reapply and be approved each year in order to continue to attend in the district of enrollment.

4. **Revocation and Rescission**

Either the district of enrollment or the district of residence may revoke or rescind a transfer permit in accordance with its board policy.

The following school districts agree to be bound by the terms and conditions of this Agreement, as witnessed by the duly authorized signatures below.

Date: July 25, 2013

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title



Hanford Elementary School District  
714 N. White Street, P. O. Box 1067  
Hanford, CA 93232  
(559) 585-3600

## INTERDISTRICT ATTENDANCE AGREEMENT

This agreement is entered into by and between the following school districts:

### Reef-Sunset Unified School District and Hanford Elementary School District

In order to comply with the provisions of Education Code § 46600, the parties hereby agree that the following terms and conditions shall apply to all interdistrict attendance transfers between them that are granted pursuant to that section.

1. Term of Agreement (Maximum of 5 years)

This Agreement shall take effect **July 1, 2013**, and shall expire on **June 30, 2018**. It may not be revised, modified or amended without written consent of all parties.

2. Initial Requests

The initial decision to grant or deny an interdistrict transfer request shall be made in accordance with the board policy of each district.

3. Reapplication

Transfer students must reapply and be approved each year in order to continue to attend in the district of enrollment.

4. Revocation and Rescission

Either the district of enrollment or the district of residence may revoke or rescind a transfer permit in accordance with its board policy.

The following school districts agree to be bound by the terms and conditions of this Agreement, as witnessed by the duly authorized signatures below.

Date: July 25, 2013

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title



## INTERDISTRICT ATTENDANCE AGREEMENT

This agreement is entered into by and between the following school districts:

**Visalia Unified School District and Hanford Elementary School District**

In order to comply with the provisions of Education Code § 46600, the parties hereby agree that the following terms and conditions shall apply to all interdistrict attendance transfers between them that are granted pursuant to that section.

1. Term of Agreement (Maximum of 5 years)

This Agreement shall take effect **July 1, 2013**, and shall expire on **June 30, 2018**. It may not be revised, modified or amended without written consent of all parties.

2. Initial Requests

The initial decision to grant or deny an interdistrict transfer request shall be made in accordance with the board policy of each district.

3. Reapplication

Transfer students must reapply and be approved each year in order to continue to attend in the district of enrollment.

4. Revocation and Rescission

Either the district of enrollment or the district of residence may revoke or rescind a transfer permit in accordance with its board policy.

The following school districts agree to be bound by the terms and conditions of this Agreement, as witnessed by the duly authorized signatures below.

Date: July 25, 2013

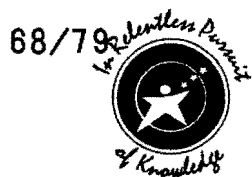
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Superintendent  
Title

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title



Hanford Elementary School District  
714 N. White Street, P. O. Box 1067  
Hanford, CA 93232  
(559) 585-3600

## INTERDISTRICT ATTENDANCE AGREEMENT

This agreement is entered into by and between the following school districts:

**Fresno Unified School District and Hanford Elementary School District**

In order to comply with the provisions of Education Code § 46600, the parties hereby agree that the following terms and conditions shall apply to all interdistrict attendance transfers between them that are granted pursuant to that section.

1. **Term of Agreement (Maximum of 5 years)**

This Agreement shall take effect **July 1, 2013**, and shall expire on **June 30, 2018**. It may not be revised, modified or amended without written consent of all parties.

2. **Initial Requests**

The initial decision to grant or deny an interdistrict transfer request shall be made in accordance with the board policy of each district.

3. **Reapplication**

Transfer students must reapply and be approved each year in order to continue to attend in the district of enrollment.

4. **Revocation and Rescission**

Either the district of enrollment or the district of residence may revoke or rescind a transfer permit in accordance with its board policy.

The following school districts agree to be bound by the terms and conditions of this Agreement, as witnessed by the duly authorized signatures below.

Date: July 25, 2013

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title



# Corcoran Unified School District

1520 Patterson Avenue, Corcoran, California 93212  
(559) 992-8888 – Fax (559) 992-3957

## INTERDISTRICT ATTENDANCE AGREEMENT

This agreement is entered into by and between the following school districts:

**Corcoran Unified School District and Hanford Elementary School District**

In order to comply with the provisions of Education Code §46600, the parties hereby agree that the following terms and conditions shall apply to all interdistrict attendance transfers between them that are granted pursuant to that section.

### 1. Term of Agreement (Maximum of 5 years)

This agreement shall take effect July 1, 2013 and shall expire on June 30, 2018. It may not be revised, modified or amended without the written consent of all parties.

### 2. Initial Requests

The initial decision to grant or deny an interdistrict transfer request shall be made in accordance with the board policy of each district.

### 3. Reapplication

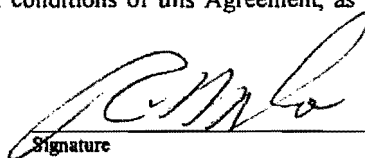
Transfer students must reapply and be approved each year in order to continue to attend in the district of enrollment.

### 4. Revocation and Rescission

Either the district of enrollment or the district of resident may revoke or rescind a transfer permit in accordance with its board policy. However, neither district may rescind the interdistrict transfer of a student who is entering grade 11 or 12 in the subsequent school year.

The following school districts agree to be bound by the terms and conditions of this Agreement, as witnessed by the duly authorized signatures below.

Date: June 25, 2013

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Superintendent  
Title

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

### ADMINISTRATION

\_\_\_\_\_  
Rich Merlo  
Superintendent

\_\_\_\_\_  
Lora Cartwright  
Director of Educational Services

\_\_\_\_\_  
Steve Berry  
Director of Categorical Technology

\_\_\_\_\_  
Marie Cates  
Chief Business Officer

### BOARD OF TRUSTEES

\_\_\_\_\_  
Karen Frey Robert Alcorn Mary Wadsworth Steve White Mary Gonzales-Gomez



## Tulare County Counsel School Team

2900 West Burrel - County Civic Center, Visalia, CA 93291

(559) 636-4950 Fax (559) 737-4319

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Carol L. Laird: [claird@co.tulare.ca.us](mailto:claird@co.tulare.ca.us)

Erica C. Boatman: [ecboatman@co.tulare.ca.us](mailto:ecboatman@co.tulare.ca.us)

### INTERDISTRICT ATTENDANCE LAW as amended by AB 2444

Carol L. Laird, Deputy County Counsel  
January 26, 2011

#### What Has Changed

Effective January 1, 2011, the law regarding traditional interdistrict attendance transfers has been changed by AB 2444. Some, if not all, of these transfers will now be permanent, unless the sending and receiving districts agree otherwise.

The legislative intent of AB 2444 is to provide enhanced stability for interdistrict transfer students, similar to the freedom from reapplying that is enjoyed by students who transfer pursuant to the School District of Choice Program, the Open Enrollment Act, parent employment in the district, and the NCLB Public School Choice law.

Education Code section 46600(a)(1) now says that once an interdistrict attendance transfer is granted, the student must be allowed to continue to attend the school in which he or she is enrolled without having to reapply. This result may be avoided, however, if both the district of residence (DOR) and the district of enrollment (DOE) agree on standards for reapplication. The districts may also agree on terms and conditions under which an interdistrict permit may be revoked or rescinded.

Regardless of any agreement between the districts, neither a DOR nor a DOE may rescind existing transfer permits for students who will be entering the 11th or 12th grade.

You will find a copy of amended Education Code section 46600 at the end of this memo.

### What Districts Should Do

→ Districts must understand the important role of each of these three documents:

#### 1. Board Policy on Interdistrict Transfers

Each district should review and update its policy on interdistrict transfers under Education Code 46600. Decisions about whether to grant or deny a student's initial request to leave or enter the district may still be made on the basis of the district's adopted policy. In addition, the policy may specify whether or how often transfer students must reapply, and reasons for which existing transfer permits may be revoked or rescinded. It may also authorize the superintendent to enter agreements with other districts for the transfer of students between them. The policy should include a statement that existing transfer permits shall not be rescinded for students entering grades 11 and 12.

#### 2. Interdistrict Attendance Agreement

An interdistrict attendance AGREEMENT is an agreement between two or more school districts for the interdistrict transfer of students between or among them. It does not relate to any particular student, but to students in general, and it stipulates the terms and conditions under which transfers will be permitted or denied. Such an agreement may be valid for up to five school years. This part of the law is not new, but most California school districts have not found it necessary in the past to enter such agreements.

#### 3. Individual Interdistrict Attendance Permit

An interdistrict attendance PERMIT pertains to a specific student. When a student wishes to attend school in another district, he must first obtain a permit from his district of residence. If his request is approved, he must then obtain the endorsement of the desired district in order for the permit to be valid. If either district denies his transfer request, the student may appeal to the county board of education.

→ Districts must move swiftly to enter agreements with all other districts with which they share students under the traditional interdistrict attendance law.

**If no agreement is entered between the districts, existing and future interdistrict transfer students will not have to reapply in order to remain enrolled, and the districts will not be able to rescind or revoke the transfers.**

An interdistrict attendance AGREEMENT must include:

1. Stipulation of the terms and conditions under which interdistrict attendance between the districts shall be permitted or denied.
2. The term of the agreement, which may be from one to five school years.

3. Names and signatures for all districts that are parties to the agreement.

An interdistrict attendance AGREEMENT may include:

1. An agreement regarding standards for reapplication.
2. Stipulation of the terms and conditions under which a permit may be revoked.

Please see our sample Interdistrict Attendance Agreement for specific options.

➔ When a parent presents a new request to transfer into or out of the district, be sure the transfer application form clearly identifies the law upon which the request is based:

1. Traditional interdistrict attendance: Education Code 46600 - 46611
2. Open Enrollment Act: Education Code 48350 - 48361
3. School District of Choice: Education Code 48300 - 48316
4. Parent employment in the district: Education Code 48204(b)
5. NCLB Public School Choice: 20 USC 6316, 34 CFR 200.44

#### Unanswered Questions

1. What is the difference between "revoking" and "rescinding" an interdistrict attendance permit? Does it depend on the timing? On the reason? Are the terms used interchangeably?
2. Does a student's right to stay enrolled in a particular school without reapplying terminate when he finishes the highest grade in that school?
3. Does a DOE still have the ability to move an interdistrict student to another school due to overcrowding or for disciplinary reasons? Can it expel him?
4. Can a district still expel an 11<sup>th</sup> or 12<sup>th</sup> grade interdistrict transfer student?



## Amended Education Code § 46600

*(New portions underlined)*

(a) (1) The governing boards of two or more school districts may enter into an agreement, for a term not to exceed five school years, for the interdistrict attendance of pupils who are residents of the districts. The agreement may provide for the admission to a district other than the district of residence of a pupil who requests a permit to attend a school district that is a party to the agreement and that maintains schools and classes in kindergarten or any of grades 1 to 12, inclusive, to which the pupil requests admission. Once a pupil in kindergarten or any of grades 1 to 12, inclusive, is enrolled in a school pursuant to this chapter, the pupil shall not have to reapply for an interdistrict transfer, and the governing board of the school district of enrollment shall allow the pupil to continue to attend the school in which he or she is enrolled, except as specified in paragraphs (2) and (4).

(2) The agreement shall stipulate the terms and conditions under which interdistrict attendance shall be permitted or denied. The agreement may contain standards for reapplication agreed to by the district of residence and the district of attendance that differ from the requirements prescribed by paragraph (1). The agreement may stipulate terms and conditions established by the district of residence and the district of enrollment under which the permit may be revoked.

(3) The supervisor of attendance of the district of residence shall issue an individual permit verifying the district's approval, pursuant to policies of the board and terms of the agreement for the transfer. A permit shall be valid upon concurring endorsement by the designee of the governing board of the district of proposed attendance. The stipulation of the terms and conditions under which the permit may be revoked is the responsibility of the district of attendance.

(4) Notwithstanding paragraph (2), a school district of residence or school district of enrollment shall not rescind existing transfer permits for pupils entering grade 11 or 12 in the subsequent school year.

(b) In addition to the requirements of subdivision (e) of Section 48915.1, and regardless of whether an agreement exists or a permit is issued pursuant to this section, any district may admit a pupil expelled from another district in which the pupil continues to reside.

HANFORD ELEMENTARY SCHOOL DISTRICT  
Human Resources Department

**AGENDA REQUEST FORM**

**TO:** Dr. Paul Terry  
**FROM:** Diane Williams *DW*  
**DATE:** August 5, 2013  
**RE:** (X) Board Meeting  
( ) Superintendent's Cabinet  
( ) Information  
(X) Action

**DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED:** **August 14, 2013**

**ITEM:** Consider approval of personnel transactions and related matters.

**PURPOSE:**

**a. Employment**

Classified Management

- Monica Kraemer, School Operations Officer, Hamilton, effective 8/12/13

Certificated, effective 8/13/13

- Raquel Alvarez, Teacher, Probationary I
- Lauren Franco, Art Teacher, Temporary
- Erika Giacomazzi, Teacher, Probationary I (Rescind)
- Lindsay Howell, Teacher, Probationary I
- Heather Johnston, Teacher, Probationary I
- Melissa Lockhart, Teacher, Probationary I
- Malissa Mendes, Teacher, Probationary I
- Jaimie Richmond, Teacher, Probationary I
- Dana Silva, Teacher, Probationary I
- Megan Smith, Teacher, Probationary I

Classified

- Evelyn Aguilera, Bilingual Clerk Typist II – 5.0 hrs., King, effective 8/1/13
- Branden Barajas, Educational Tutor K-6 – 3.5 hrs., Richmond, effective 8/29/13
- Leandra Brieno, READY Program tutor – 4.5 hrs., Roosevelt, effective 8/9/13
- Shannon Callanan, Account Clerk I – 2.25 hrs., Jefferson, effective 8/14/13
- Taylor Furtado, READY Program Tutor – 4.5 hrs., Simas, effective 8/9/13
- Frank Gonzales, Alternative Education Program Aide – 5.5 hrs., Community Day School/Jefferson, effective 8/15/13
- Diane Hill, Food Service Worker I – 3.25 hrs., Richmond, effective 8/14/13
- Robert Ibarra, READY Program Tutor – 4.5 hrs., Richmond, effective 8/9/13
- Maria Jones, Bus Driver – 4.5 hrs., Transportation/DSF, effective 8/13/13

- Audree Mercado, READY Program Tutor – 4.5 hrs., Hamilton, effective 8/9/13
- Nilo Moreno, Food Service Worker I – 3.0 hrs., Jefferson, effective 8/14/13
- Taylor Scaife, READY Program Tutor – 4.5 hrs., Hamilton, effective 8/9/13
- Juana Meza, Educational Tutor K-6 – 3.5 hrs., Richmond, effective 8/29/13
- Melissa Mullins, Food Service Worker I – 3.5 hrs., King, effective 8/14/13
- Erin Shultz, Educational Tutor K-6 – 3.5 hrs., Washington, effective 8/29/13
- Ashley Urbano, READY Program Tutor – 4.5 hrs., Lincoln, effective 8/9/13
- Fred Vargas, Groundskeeper II – 8.0 hrs., Grounds/DSF, effective 6/27/13

#### Temporary Employees/Substitutes/Yard Supervisors

- Patricia Bresee, Short-term Yard Supervisor – 2.25 hrs., Simas, effective 8/15/13 to 10/31/13
- Angela Byars-Roberg, Yard Supervisor – 1.5 hrs., Roosevelt, effective 8/15/13
- Doreen Champlin, Substitute Clerk Typist II, effective 8/1/13
- Karen George, Substitute READY Program Tutor and Educational Tutor K-6, effective 8/15/13
- Andraya Hernandez, Substitute Yard Supervisor, effective 8/15/13
- Ramona Mendoza, Short-term Yard Supervisor – 1.5 hrs., M,T,Th,F and .5 hr. W, Roosevelt, effective 8/15/13 to 10/31/13
- Juana Meza, Substitute Bilingual Clerk Typist I, Clerk Typist I, Translator: Oral Interpreter and Written Translator, effective 8/15/13
- Anna Orson, Substitute READY Program Tutor, effective 8/15/13
- Lindsey Silva, Substitute READY Program Tutor, effective 8/15/13
- Theresa Simmons, Substitute Food Service Utility Worker, effective 8/14/13
- Sylvia Solorio, Substitute Yard Supervisor, effective 8/15/13
- Brooke Westlund, Substitute READY Program Tutor, effective 8/9/13; Short-term READY Program Tutor – 4.5 hrs., King, effective 8/9/13 to 8/23/13

#### **b. Resignations**

- Nydia Caballero, Substitute READY Program Tutor, Translator: Oral Interpreter and Written Translator and Yard Supervisor, effective 6/7/13
- Barbara Colucci, Substitute Yard Supervisor, effective 6/7/13
- Henry Allen Gonzales, READY Program Tutor – 4.5 hrs., Hamilton, effective 6/7/13
- Colten Ivans, Substitute Custodian I, effective 1/17/13
- Karnell Price, School Operations Officer – 8.0 hrs., Hamilton, effective 6/14/13
- Julia Ramirez, Substitute Clerk Typist I, effective 5/25/12
- Jason Roberson, Lead READY Program Tutor – 5.0 hrs., Lincoln, effective 6/7/13
- Carolyn Roe, Yard Supervisor – 2.25 hrs., Washington, effective 6/5/13
- Sylvia Reyna, Substitute Yard Supervisor, effective 6/7/13
- Colby Semas, Media Services Aide – 5.5 hrs., Roosevelt, effective 8/15/13
- Audrey Stills, Teacher, Monroe, effective 6/7/13

- b. **Resignations (cont.)**
  - Gina Tashima, Teacher, Wilson, effective 6/7/13
  - Raul Trejo, Teacher, king, effective 6/7/13
  - Stephanie Walbridge, Teacher, Hamilton, effective 6/7/13
  - Kimberly Weeks, Substitute Clerk Typist II, effective 3/11/13
- c. **Retirement**
  - Vallerie Dunn, Administrative Secretary (Confidential) – 8.0 hrs., Fiscal Services/Facilities & Operations, effective 1/8/14
- d. **Promotion**
  - Denise Westlund, from Special Circumstance Aide – 5.75 hrs., to Student Specialist – 5.5 hrs., Simas, effective 8/2/13
- e. **Promotion/Transfer**
  - Waive Maze, from Food Service Worker II – 2.0 hrs., Kennedy to Food Service Utility Worker – 3.5 hrs., Food Services, effective 8/14/13
- f. **Administrative Transfer**
  - Norma Vera, Migrant Services Specialist – 8.0 hrs., from Jefferson to Curriculum & Migrant Services/District Office, effective 8/1/13
- g. **Transfer/Decrease in Hours**
  - Chantal Harris, from Yard Supervisor – 3.25 hrs., Simas to Yard Supervisor – 2.0 hrs., Richmond, effective 8/15/13
- h. **Temporary Out of Class Assignment**
  - Aristeo Calvillo, from Bilingual Clerk Typist II – 8.0 hrs., to School Operations Officer – 8.0 hrs., Hamilton, effective 8/1/13 to 8/12/13
- i. **Temporary Out of Class Assignment/Transfer**
  - Kristi Ochoa, from READY Program Tutor – 4.5 hrs., Lincoln to Lead READY Program Tutor – 5.0 hrs., Simas, effective 8/9/13 to 10/18/13
- j. **Leave of Absence**
  - Brooke Fuller, Teacher (40%), Wilson, effective 2013-14 school year, restoration of health
- k. **Job Description**
  - Vice Principal – Junior High School (revised)

**RECOMMENDATION:** Approve.

HANFORD ELEMENTARY SCHOOL DISTRICT  
Job Description

**VICE PRINCIPAL – JUNIOR HIGH SCHOOL**

**DEFINITION**

~~To assist~~ Responsible for assisting the School Principal with instructional and in the organizational leadership and administration of the school.

**SUPERVISION RECEIVED AND EXERCISED**

Receives direction from the on-site Principal.

**ESSENTIAL FUNCTIONS**

1. Assist principal in providing leadership and guidance in improving the school's programs in order to meet the variety of individual student's needs.
2. Work effectively and efficiently within a the team environment concept.
3. Communicate effectively with staff, students, parents, community, and outside agencies to better meet the diverse needs of students in the school. Listen and respond to parent, staff, and student concerns with sensitivity.
4. Exhibit multicultural awareness, gender sensitivity, and racial and ethnic appreciation.
5. Articulate and support the ~~middle~~ junior high school philosophy, and standards-based curriculum school vision and common core state standards implementation.
6. Maintain and promote confidentiality as the norm under which the school operates.
7. Assist the school principal in maintaining a safe, conducive ~~orderly, positive~~ and effective learning environment for all students.
8. May Assist in the performance evaluation of all school-based staff.
9. Maintain a climate of respect and fairness for all staff and students.
10. Assist teachers in effective instructional classroom management techniques, methods of motivating good behavior and maintaining discipline within the classroom, and proven methods motivating expected behavior.
11. Establish and maintain discipline goals procedures in accordance with district policies and state laws. Maintain accurate student discipline files.

12. Evaluate Yard Supervisors and other classified employees as assigned.
13. Establish fair, firm, and consistent practice with discipline procedures according to district vision and board policy.
14. Assist with development, coordination, and supervision, and evaluation of all student activities during and after school.
- ~~15. Maintain accurate records for auxiliary programs.~~
- ~~16~~15. Assist with early intervention strategies for all students. Maintain organized and accurate documentation of intervention strategies implemented with students.
16. Perform other duties as ~~may be~~ assigned by the Principal.

## **NECESSARY EMPLOYMENT STANDARDS**

### Knowledge of:

Organizational principles and practices.

Laws, policies, rules, and regulations pertaining to student discipline laws, attendance, and transfers.

Student behavior objectives, principles, and procedures.

Common Core Curriculum Standards.

Formative Assessment System.

California Standards for the Teaching Profession.

### Skill and Ability to:

Establish and maintain effective relationships with staff, students, parents, and the public contacted in the performance of duties.

Identify and determine the basic nature of students' problems and needs, evaluate their relative urgency, and take appropriate action to alleviate the problems.

Supervise and evaluate the work of subordinate personnel.

~~Speak and write effectively~~ Be able to effectively present information and respond accordingly in written or verbal form in a professional manner.

Develop, organize and conduct appropriate staff development meetings.

Confidently and, at times, quickly make decisions that affect the culture/climate, safety, and well being of students and staff.

## **EDUCATION AND EXPERIENCE**

Education: Bachelors Degree and completion of Professional Preparation Program, including required field work.

Experience: A minimum of five years of successful, full-time experience in certificated position(s), such as teaching, pupil personnel, librarianship, health services, or clinical or rehabilitative services.

License or Certificate:

1. Valid, preliminary or clear California teaching or service credential authorizing service in elementary (K-6) and/or intermediate (7-8) schools.
2. Eligibility for the Preliminary Administrative Services Credential.
3. Valid California Class C Driver's License.

## **WORKING CONDITIONS:**

Environment: Office environment; subject to constant interruptions.

Physical Abilities: Hearing and speaking to exchange information in person, ~~or~~ on the telephone or via computer; sitting or standing for extended periods of time; seeing to read and ability to interpret complex documentation; ability to drive an automobile to conduct work.

Hazards: Possible exposure to contact with dissatisfied or abusive individuals.

Adopted: 7/24/96  
Revised: 6/7/99 (Title only)  
Revised: 10/03/02  
Revised:     /     /13

