

Hanford Elementary School District

REGULAR BOARD MEETING AGENDA

Wednesday, June 26, 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

1. PRESENTATIONS, REPORTS AND COMMUNICATIONS

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

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

2. CONSENT ITEMS

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

- a) Accept warrant listings dated June 7, 2013; and June 14, 2013.
- b) Approve minutes of Regular Board Meeting June 12, 2013.
- c) Approve donation of \$890.00 from Roosevelt Parent Teacher Club to Roosevelt School. (Carrillo)
- d) Approve donation of \$1,270.52 from Hamilton PTC to Hamilton School. (Espindola)
- e) Approve donation of \$1,003.84 from Lee Richmond PTC to Lee Richmond School. (Gomez)
- f) Approve donations to Simas School: \$150.00 from Edison International; and \$76.20 from Gardens 4 Education. (Duvall)

3. INFORMATION ITEMS

None.

4. BOARD POLICIES AND ADMINISTRATION

- a) Consider approval of Community Day School classes at Jefferson Elementary and certify that no satisfactory alternative facilities are available. (Terry)
- b) Consider award of bid for the roof replacement of the District Office South Wing. (Mulligan)

- *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) Consider approval for construction of the Jefferson play court; and, authorization to enter into a lease-leaseback agreement with David A. Bush, Inc. (Mulligan)
- d) Consider approval for agreement with Technicon Engineering, Inc. to provide soil and concrete testing for the construction of the Jefferson School play courts. (Mulligan)
- e) Consider approval of consultant contract with Tom Little Inspections to provide construction inspection for the construction of the Jefferson School play courts. (Mulligan)
- f) Consider approval of consultant contract with Tom Little Inspections to provide construction inspection for the portable restroom facility at Jefferson School. (Mulligan)
- g) Consider approval of Memorandum of Understanding between Kings View Counseling Services and Hanford Elementary School District. (McConnell)
- h) Consider approval of Memorandum of Understanding between Teresa A. Jaquez, LMFT and Hanford Elementary School District. (McConnell)
- i) Consider approval of the following revised Board Policy: (McConnell)
 - BP 5141.31 – Immunizations
- j) Consider adoption of the following revised Exhibit: (Williams)
 - Exhibit 4020 – Drug and Alcohol-Free Workplace (revised)
- k) Consider approval of Amendment to Employment Contract for Superintendent. (Terry)

5. PERSONNEL (Williams)

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 Estada 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

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 8/31/12
- Nicole Schmidt, Teacher, Washington, effective 6/7/13
- Robin Schneider, Teacher, Washington, 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

c) Termination of Employment

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

d) Retirement

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

e) Promotions

- Sabine Appleby, from Yard Supervisor – 3.75 hrs., 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

f) Promotions/Transfers

- Tiffany Carpententieri, 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

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

h) Transfers

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

i) Voluntary Transfer

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

j) More Hours/Transfer

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

k) Short-term Employment

CERTIFICATED STAFF - Extended Learning OpportunitiesMigrant Summer School Program at Burriss Park 6/17/13-6/28/13

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

CLASSIFIED STAFF - Extended Learning OpportunityMigrant Summer School Program at Burriss Park 6/17/13 – 6/28/13

- Maria Jones, Short-term Bus Driver – 4.5 hrs., Burriss Park, effective 6/17/13 to 6/28/13
- Donna Vierra, Bus Driver – 4.5 hrs., Burriss 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., (M-Th), Richmond, effective 6/17/13 to 6/27/13

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

l) Salary/Wage Schedules for 2013-2014

- 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)

m) Volunteers

<u>Name</u>	<u>School</u>
Kelsey Sammra	Lincoln

6. FINANCIAL (White)

- a) Consider declaration of surplus property.

ADJOURN MEETING

Hanford Elementary School District
Minutes of the Regular Board Meeting
June 12, 2013

Minutes of the Regular Board Meeting of the Hanford Elementary School District Board of Trustees on June 12, 2013, at the District Office Board Room, 714 N. White Street, Hanford, CA.

- Call to Order** President Revious called the meeting to order at 5:34 p.m. Trustees Garner, Hernandez, Hill, and Jay were present. Trustee Hill arrived at 5:37 p.m.
- Closed Session** Trustees immediately adjourned to closed session for:
- Student Discipline pursuant to Education Code Section 48918
 - Personnel - Conference with Labor Negotiator (GC 54957.6) HETA;
District Negotiators: Paul Terry/Diane Williams
 - Public Employee Performance Evaluation – (GC 54957) - Superintendent
- Trustees returned to open session at 6:15 p.m.
- HESD Managers Present** Dr. Paul J. Terry, Superintendent, and the following administrators were present: Doug Carlton, Debra Colvard, Javier Espindola, Joy Gabler, David Goldsmith, Lucy Gomez, Karen McConnell, Gerry Mulligan, Jennifer Pitkin, Jill Rubalcava, Liz Simas, Jason Strickland, Nancy White, and Diane Williams.
- Expulsions #13-84** Trustee Hernandez made a motion to accept the Findings of Fact and expel Case #13-84 for the remainder of the second semester of the 2013-13 school year for violation of Education Code 48900 as determined by the Administrative Panel at hearings held June 10, 2013. Parents may apply for readmission on or after June 7, 2013. Trustee Jay seconded; motion carried 5-0.
- Expulsions #13-73, 13-82, 13-83, 13-86** Trustee Hernandez made a motion to accept the Findings of Facts and expel Cases #13-73, 13-82, 13-83 and 13-86 for the remainder of the second semester of the 2012-13 school year and the first semester of the 2013-14 school year for violation of Education Code 48900 as determined by the Administrative Panel at hearings held June 10, 2013. Parents may apply for readmission on or after January 10, 2014. Trustee Jay seconded; motion carried 5-0.
- Expulsions #13-85** Trustee Hernandez made a motion to accept the Findings of Fact and expel Case #13-85 for the remainder of the 2012-13 school year and the first semester of the 2013-14 school year for violation of Education Code 48900 as determined by the Administrative Panel at Hearings held June 10, 2013. However, Trustee Hernandez further moved that the Expulsion Order be suspended. The student may attend regular school in probationary status provided that the student complies with a Behavior Conditions Plan through January 10, 2014. Trustee Jay seconded; motion carried 5-0.
- Public Hearing: 2013-2014 Budget** At 6:17 p.m. President Revious opened the Public Hearing regarding 2013-14 Hanford Elementary School District Budget. Nancy White, Assistant Superintendent Fiscal Services, introduced the district's proposed 2013-14 budget and summarized: ADA projected to grow 0.5%; revenue calculated using current Revenue Limit funding formula with a 1.565% COLA but Local Control Funding Formula (LCFF) is currently being considered by legislature. We'll know more as state process continues. Flexibility transfers still allowed but if LCFF is adopted it will discontinue those. Proposed expenditures include staffing increases of three (3) classroom teachers, two (2)

teachers on special assignment, 2.5 certificated management/professional specialist positions and 2.06 FTE classified positions. The proposed budget includes deficit spending General Purpose funds and the reserve for economic uncertainty is reduced from 7% to 5% for 2013-14. Cash flow continues to be a concern even though partial deferral buy-downs are proposed in the State budget.

At the conclusion of the summary, President Revious called for comments or questions from the public. There being none, President Revious closed the public hearing at 6:22 p.m.

PRESENTATIONS, REPORTS AND COMMUNICATIONS

Public Comments	None.
Board and Staff Comments	Trustee Garner stated that former JFK Junior High School teacher Doug Pitkin has been hired by Hanford High School where he will coach basketball and so will continue to serve some of the students he worked with at the junior high school.
Requests to Address the Board at Future Meetings	None.
Dates to Remember	President Revious reviewed Dates to Remember: next regular board meeting will be June 26, 2013.

CONSENT ITEMS

Trustee Jay made a motion to take consent items "a" through "d" together. Trustee Hernandez seconded, motion carried 5-0. Then Trustee Jay made a motion to approve consent items "a" through "d" and Trustee Hernandez seconded; motion carried 5-0. The items approved are:

- a) Warrant listings dated May 17, 2013; May 24, 2013; and May 31, 2013.
- b) Minutes of the Regular Board Meeting May 22, 2013.
- c) Interdistrict transfers as recommended.
- d) Donation of \$100.00 from PG & E Corporation Foundation to MLK School.

Trustee Jay thanked and acknowledged donor PG & E Corporation Foundation for their contribution to MLK.

INFORMATION ITEMS

Exhibit 4020	Diane Williams, Assistant Superintendent Human Resources, presented for information the following revised Exhibit: <ul style="list-style-type: none"> • Exhibit 4020 – Drug and Alcohol-Free Workplace (revised)
AR 5141.31	Karen McConnell, Director Special Services, presented for information the following revised Administrative Regulation: <ul style="list-style-type: none"> • AR 5141.31 - Immunizations

BOARD POLICIES AND ADMINISTRATION

- Architectural Services Agreement** Trustee Garner made a motion to approve Architectural Services Agreement With Mangini Associates, Inc – TPM for roof replacement of the District Office South Wing. Trustee Jay seconded; motion carried 5-0.
- BP 5131.2** Trustee Jay made a motion to adopt the following revised Board Policy. Trustee Hernandez seconded; motion carried 5-0:
- BP 5131.2 - Bullying
- BP 5145.3** Trustee Jay made a motion to adopt the following revised Board Policy. Trustee Garner seconded; motion carried 5-0:
- BP 5145.3 – Nondiscrimination/Harassment
- BP/AR 6112** Trustee Hernandez made a motion to adopt the following revised Board Policy and Administrative Regulation. Trustee Jay seconded; motion carried 5-0:
- BP/AR 6112 – School Day
- AR 6158** Trustee Jay made a motion to adopt the following revised Administrative Regulation. Trustee Hernandez seconded; motion carried 5-0:
- BP 6158 – Community Day School
- Consolidated Application for Funding Categorical Programs** Trustee Jay made a motion to approve the Consolidated Application for Funding Categorical Aid Programs (Spring Release). Trustee Garner seconded; motion carried 5-0.
- Alternative Billing Consultants agreement** Trustee Jay made a motion to approve use of Alternative Billing Consultants to process billing submissions for Local Educational Agency (LEA) services. Trustee Hernandez seconded; motion carried 5-0.
- Improvement in benefits cap** Trustee Hernandez made a motion to approve improvement to the Management/Professional Specialists/Confidential Employees' Benefits cap to be effective with the 2013-2014 school year. Trustee Jay seconded; motion carried 5-0.

PERSONNEL

President Revious recognized and congratulated those promoted.

Trustee Jay made a motion to take Personnel items "a" through "m" collectively. Trustee Garner seconded; motion carried 5-0. Then Trustee Jay made a motion to approve Personnel items "a" through "m". Trustee Hernandez seconded; the motion carried 5-0. The following items were approved:

Item "a" – Employment

Certificated Professional Specialist, effective 8/7/13

- Loriann Riley, School Psychologist (97 days)

Certificated, effective 8/14/13

- Cindy Curiel, Teacher, Probationary I
- Stephanie Dunn, Teacher, Probationary I
- Erika Giacomazzi, Teacher, Probationary I
- Jessica Knodel, Teacher, Probationary I
- Yesenia Rodriguez-Medina, Probationary I
- Melanie Shepherd, Teacher, Probationary I

- Melisa Scott, Teacher, Probationary I
- Melissa Stephenson, Teacher, Probationary I
- Alicia Vega-Mercado, Probationary I

Temporary Employees/Substitutes/Yard Supervisors

- Evelyn Aguilera, Substitute Bilingual Clerk Typist I, Clerk Typist I, Media Services Aide, Translator: Oral Interpreter and Written Translator, effective 5/9/13
- Nicholas Huerta, Substitute Yard Supervisor, effective 5/9/13
- Norma Vera, Migrant Services Specialist – 8.0 hrs., Jefferson, effective 6/17/13 to 6/28/13

**Item "b" –
Resignations**

- Tiffany Casillas, READY Program Tutor – 4.5 hrs., King, effective 6/7/13
- Silvia Duvall, Principal, Simas, effective 6/14/13
- Jocelyn Goldring, Teacher, King, effective 6/7/13
- Marvin Jordan, II, Substitute Custodian II, effective 12/11/12

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

- Theresa Aguilar, Yard Supervisor – 1.5 hrs., Roosevelt, effective 6/7/13

**Item "d" –
Promotions**

- Jason Brasil, from Teacher, Wilson to Learning Director, site to be determined, effective 7/25/13
- Amy Fochetti, from Teacher, Richmond to Learning Director, site to be determined, effective 7/25/13
- Robert Huegly, from Teacher, Wilson to Learning Director, site to be determined, effective 7/25/13

**Item "e" –
More Hours**

- Teresa Coyt, Cook/Baker, from 6.0 hrs. to 8.0 hrs., Food Services, effective 8/13/13

**Item "f" –
Transfers**

- Lauree Mallard, READY Program Tutor – 4.5 hrs., from Washington to Jefferson, effective 8/9/13
- Thomas "Andy" Revious, Custodian II – 8.0 hrs., from Simas to Jefferson, effective 7/1/13
- Brenda Solorio, READY Program Tutor – 4.5 hrs., from Washington to Jefferson, effective 8/9/13

**Item "g" –
Administrative
Transfers**

- Shawn Carreiro, Custodian II – 8.0 hrs., from Lincoln to Kennedy, effective 6/10/13
- Gary Norris, Custodian II – 8.0 hrs., from Roosevelt to Richmond – 6.0 hrs./Kennedy 2.0 hrs., effective 6/10/13
- Anselmo "Sam" Rivas, Custodian II – 8.0 hrs., from Kennedy to Lincoln, effective 6/10/13
- Gary Rosaroso, Custodian II – 8.0 hrs., from Richmond – 6.0 hrs./Kennedy 2.0 hrs., to Roosevelt – 8.0 hrs., effective 6/10/13
- Timmara Russell, READY Program Tutor – 4.5 hrs., from Monroe to Simas, effective 8/9/13

**Item "h" –
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
- Angel Bravo, Teacher – 6.0 hrs., effective 6/12/13 to 6/28/13
- Gabriel de Leon, Teacher – 6.0 hrs., effective 6/12/13 to 6/28/13
- Omar Fierro, Teacher – 6.0 hrs., effective 6/12/13 to 6/28/13
- Cynthia Lara, Teacher – 6.0 hrs., effective 6/12/13 to 6/28/13
- Diego Moreno, Teacher – 6.0 hrs., effective 6/12/13 to 6/28/13
- Steven Mueller, Teacher – 6.0 hrs., effective 6/12/13 to 6/28/13
- Maria Nunez, Teacher – 6.0 hrs., effective 6/12/13 to 6/28/13
- Juan Padilla, Teacher – 6.0 hrs., effective 6/12/13 to 6/28/13
- Allyson Whitmer, Nurse – 6.0 hrs., effective 6/13/13 to 6/28/13

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

- Josefa Bustos-Lopez, Teacher – 6.0 hrs., effective 6/12/13 to 6/28/13
- Josie Cavanaugh, Teacher – 6.0 hrs., effective 6/12/13 to 6/28/13
- Rose Flores, Teacher – 6.0 hrs., effective 6/12/13 to 6/28/13
- Julian Gonzalez, Teacher – 6.0 hrs., effective 6/12/13 to 6/28/13
- Ruth Gonzalez, Teacher – 6.0 hrs., effective 6/12/13 to 6/28/13
- Lupe Yadeta, Teacher – 6.0 hrs., effective 6/12/13 to 6/28/13

Special Education Extended School Year Program (K-3) – Richmond School 6/17/13-6/28/13

- Amy Fochetti, Teacher, effective 6/13/13 to 7/12/13

Short-term Employment

CLASSIFIED STAFF - Extended Learning Opportunity

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

- Robert Leon, Bilingual Student Specialist – 6.0 hrs., Burris Park and Richmond, effective 6/13/13 to 6/28/13

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

- Maribel Aguilera, Bilingual Clerk Typist II – 6.0 hrs., Richmond, effective 6/17/13 to 6/28/13
- Paige Hartshorn, Educational Tutor K-6 – 6.0 hrs., Richmond, effective 6/13/13 to 6/28/13
- Audreyana Hernandez, Lead READY Tutor – 6.0 hrs., Richmond, effective 6/13/13 to 6/28/13
- Paul Huerta, READY Program Tutor – 6.0 hrs., Richmond, effective 6/17/13 to 6/28/13
- Susan Tavares, Custodian II – 3.0 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

- Yolanda Bernal, Special Education Aide – 4.5 hrs., Richmond, effective 6/17/13 to 7/12/13

Short-term Employment

CLASSIFIED STAFF - Seamless Summer Meal Program

- Tracy Brown, Food Service Worker I – 2.5 hrs., Lincoln, effective 6/10/13 to 8/2/13
- Corina Carrera, Cook/Baker – 5.5 hrs., Food Services/Richmond, effective 6/10/13 to 8/2/13
- Wendy Cherry, Food Service Worker I – 2.5 hrs., Lincoln, effective 6/10/13 to 8/2/13
- Raul Guzman, Yard Supervisor – 1.75 hrs., Lincoln, effective 6/10/13 to 8/2/13
- Loretta King, Yard Supervisor – 1.75 hrs., Richmond, effective 6/10/13 to 8/2/13
- Deborah Lupton, Food Service Worker I – 2.5 hrs., Roosevelt, effective 6/10/13 to 8/2/13
- Araceli Mandujano, Yard Supervisor – 1.75 hrs., Roosevelt, effective 6/10/13 to 8/2/13
- Lucy Rose, Food Service Worker I – 2.5 hrs., Richmond, effective 6/2/13 to 8/2/13
- Susan Tavares, Food Service Worker I – 2.5 hrs., Roosevelt, effective 6/10/13 to 8/2/13

**Item "i" –
Job Description**

**Item "j" –
Ratify Assistant
Superintendent
Contracts for 2013-14**

**Item "k" –
Employer/Employee
Relations Support JPA**

- Director of Curriculum and Instruction (new)
- Joy Gabler, Curriculum, Instruction and Professional Development
- Nancy White, Fiscal Services
- Diane Williams, Human Resources
- Approve agreement between Hanford Elementary School District and Tulare County Office of Education to continue membership in the Employer/Employee Relations Support Services Consortium for 2013-2014 and 2014-2015 agreement periods.

Item "l" – Student Teaching Agreement with Brandman University

- Approve agreement between Hanford Elementary School District and Brandman University to provide placement and support to student teachers for a period of five years beginning with the 2013-2014 school year

Item "m" – Volunteers

<u>Name</u>	<u>School</u>
Kenneth Cherry	Hamilton

FINANCIAL

- Resolution #21-13** Trustee Jay made a motion to approve Resolution #21-13: Delegation of Board Powers/Duties of Governing Board. Trustee Garner seconded; motion carried 5-0.
- 2013-14 Spending Plan for Education Protection Account Fund** Trustee Jay made a motion to approve 2013-14 spending plan for funds received from the Education Protection Account Fund. Trustee Hernandez seconded; motion carried 5-0.
- Adopt 2013-14 Hanford Elementary School District Budget** Trustee Garner made a motion to approve the 2013-14 Hanford Elementary School District Budget. Trustee Hernandez seconded; motion carried 5-0.
- Legal Services Agreements for 2013-14** Trustee Jay made a motion to approve legal services agreements and fees for fiscal year 2013-14. Trustee Hernandez seconded; motion carried 5-0.
- Consultant Contract** Trustee Garner made a motion to approve consultant contract with Mandate Resource Services, LLC for the preparation of Mandated Cost Claims. Trustee Hernandez seconded; motion carried 5-0.
- Consultant Contract** Trustee Jay made a motion to approve contract with School Facility Consultants. Trustee Hernandez seconded; motion carried 5-0.
- Consultant Contract** Trustee Hernandez made a motion to approve consultant agreement with Government Financial Strategies. Trustee Jay seconded; motion carried 5-0.
- Consultant Contract** Trustee Garner made a motion to approve consultant contract with Mangini Associates, Inc. – TPM. Trustee Hernandez seconded; motion carried 5-0.
- Lease agreement renewal 12 portables** Trustee Jay made a motion to renew lease agreement with Mobile Modular Management Corporation for twelve (12) portable classrooms. Trustee Hernandez seconded; motion carried 5-0.
- Lease agreement renewal 1 portable** Trustee Jay made a motion to renew lease agreement with Designed Mobile Systems, Inc. for one (1) portable classroom. Trustee Hernandez seconded; motion carried 5-0.
- Adjournment** There being no further business, President Revious adjourned the meeting 6:39 p.m.

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

Approved:

 Tim Revious, President

 Lupe Hernandez, Clerk

HANFORD ELEMENTARY SCHOOL DISTRICTAGENDA REQUEST FORM

TO: Dr. Paul Terry

FROM: Anthony Carrillo

DATE: June 6, 2013

For: ☒ Board Meeting
☐ Superintendent's Cabinet

For: ☐ Information
☒ Action

Date you wish to have your item considered: June 26, 2013

ITEM: Donation of \$890.00

PURPOSE: Accept donation of \$890.00 from Roosevelt Parent Teacher Club for 2012-2013 student yearbooks.

Please credit to:

Account #: 0100-0000-0-1110-1000-571030-026-0000

FISCAL IMPACT (if any): \$890.00

RECOMMENDATION (if any): Action.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Paul Terry

FROM: Javier Espindola

DATE: June 11, 2013

For: ☒ Board Meeting
☐ Superintendent's Cabinet

For: ☐ Information
☒ Action

Date you wish to have your item considered: June 26, 2013

ITEM: Donation of \$1270.52 from Hamilton PTC.

PURPOSE: These funds will be used for payment to HESD for Speck Media, Inc. to pay for Alexander Hamilton Elementary 2012-2013 school yearbooks.

FISCAL IMPACT: Increase \$1270.52 to
Account #: 0100-0000-0-1110-1000-430001-029-0000

RECOMMENDATION (if any): Accept donation.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Dr. Paul J. Terry

FROM: Lucy Gomez

DATE: 6/14/13

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: June 26, 2013

ITEM: Donations from Lee Richmond PTC \$1,003.84

PURPOSE: Instructional Materials for account # 0100-0000-0-1110-1000-430001-025-0000

FISCAL IMPACT: \$1,003.84

RECOMMENDATIONS: Accept Donations

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Dr. Paul J. Terry

FROM: Silvia Duvall

DATE: 4/14/13

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 6/26/13

ITEM: Consider accepting donations to Simas School from Simas PTC for \$76.20 for revenue from Gardens 4 Education for 1st grade fundraiser \$150.00 from Edison International

PURPOSE: Edison International for school supplies, Gardens 4 Education for 1st grade fundraiser

FISCAL IMPACT: Increase of \$226.20 to Simas School General Fund Budget for 2013-14

RECOMMENDATIONS: Accept donations.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Board of Trustees

FROM: Paul J. Terry

DATE: June 17, 2013

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: June 26, 2013

ITEM: Approve Community Day School classes at Jefferson Elementary School and certify that no satisfactory alternative facilities are available.

PURPOSE: In accordance with Education Code Section 48661(a)(3), when the governing board of a school district desires to operate a community day school to serve any kindergarten and grades 1 to 8, inclusive, but no higher grades, certifies by a two-thirds vote of its membership that satisfactory alternative facilities are not available for a community day school, a community day school may be situated on the same site as an elementary school.

It is recommended that Hanford Elementary Community Day School consisting of one K-3 grade classroom, one 4-6 grade classroom, and one 7-8 classroom be located on the Jefferson Elementary School campus. The reason for this recommendation is as follows:

- All elementary schools in the district are impacted and are not capable during the 2013-2014 school year of housing all Community Day School classrooms.
- No other elementary school facilities located in the District that meet California public school facility structural standards are known to exist.
- The Jefferson School campus provides age-appropriate playground equipment and separate restroom facilities.
- The Community Day School students will have a different start/finish time and will have a different lunch period than the other programs on the campus.

FISCAL IMPACT:

RECOMMENDATION: Approve situating Community Day School classes at Jefferson Elementary and certify that no satisfactory alternative facilities are available.

HANFORD ELEMENTARY SCHOOL DISTRICT

Agenda Request Form

TO: Dr. Paul J. Terry

FROM: Gerry Mulligan *GM*

DATE: June 14, 2013

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

FOR: () Information
(X) Action

Date you wish to have your item considered: June 26, 2013

ITEM:

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

PURPOSE:

Bids will be accepted until 10:00 am on Thursday, June 20, 2013. All bids received will then be opened tabulated and presented to the Board at the Board meeting.

FISCAL IMPACT:

The estimated cost is \$115,000. Funding will be from the Deferred Maintenance Fund.

RECOMMENDATION:

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

HANFORD ELEMENTARY SCHOOL DISTRICT

Agenda Request Form

TO: Dr. Paul J. Terry

FROM: Gerry Mulligan

DATE: June 19, 2013

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: June 26, 2013

ITEM:

Consider approval for construction of the Jefferson play court; and, authorization to enter into a lease-leaseback agreement with David A. Bush, Inc.

PURPOSE:

To allow for the construction of the Jefferson play court utilizing the lease-leaseback method of contracting for that work. We expect the project to begin in July. The entire project should be completed in 45 days. This process has been reviewed and approved by our legal counsel.

FISCAL IMPACT:

The lease-leaseback method allowed the District to negotiate the price with the contractor. Construction costs will be presented at the board meeting.

RECOMMENDATION:

Approve the lease-leaseback agreement for the construction of the Jefferson play court and authorize the Superintendent to enter into a lease-leaseback agreement with David A. Bush, Inc.

HANFORD ELEMENTARY SCHOOL DISTRICT

Agenda Request Form

TO: Dr. Paul J. Terry

FROM: Gerry Mulligan

DATE: June 19, 2013

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: June 26, 2013

ITEM:

Consider approval for agreement with Technicon Engineering Services, Inc. to provide soil and concrete testing for the construction of the Jefferson play courts.

PURPOSE:

Testing services are required for this project.

FISCAL IMPACT:

Testing costs for this project are estimated to be \$4,000.00 and will be paid from the General Fund.

RECOMMENDATION:

Approve agreement with Technicon Engineering Services, Inc. to provide soil and concrete testing for the construction of the Jefferson play courts.

HANFORD ELEMENTARY SCHOOL DISTRICT

Agenda Request Form

TO: Dr. Paul J. Terry

FROM: Gerry Mulligan

DATE: June 19, 2013

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: June 26, 2013

ITEM:

Consider approval of consultant contract with Tom Little Inspections to provide construction inspection for the construction of the Jefferson School play courts.

PURPOSE:

Inspection services are required during the construction project.

FISCAL IMPACT:

Inspection costs for this project are estimated to be \$5,000.00 and will be paid from the General Fund.

RECOMMENDATION:

Approve consultant contract with Tom Little Inspections to provide construction inspection for the construction of the Jefferson play courts.

HANFORD ELEMENTARY SCHOOL DISTRICT

Agenda Request Form

TO: Dr. Paul J. Terry

FROM: Gerry Mulligan

DATE: June 19, 2013

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: June 26, 2013

ITEM:

Consider approval of consultant contract with Tom Little Inspections to provide construction inspection for the portable restroom facility at Jefferson School.

PURPOSE:

Inspection services are required during the construction project.

FISCAL IMPACT:

Inspection costs for this project are estimated to be \$1,500.00 and will be paid from the Capital Facilities Funds (Developer Fees).

RECOMMENDATION:

Approve consultant contract with Tom Little Inspections to provide construction inspection for the portable restroom facility at Jefferson School.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Dr. Paul J. Terry

FROM: Karen McConnell

DATE: June 18, 2013

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

Date you wish to have your item considered: June 26, 2013

ITEM: Memorandum of Understanding (MOU) between Kings View Counseling Services and Hanford Elementary School District.**PURPOSE:** This Memorandum of Understanding between Kings View Counseling Services and Hanford Elementary School District for the purpose of funding and providing educationally related mental health services to specified students with exceptional needs.**FISCAL IMPACT:** Fees for these services are \$109.20 - \$ 141.00 per hour, as outlined in the MOU. The cost will be paid for from the AB 114 budget.**RECOMMENDATIONS:** Approve

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

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

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

Scope of Services.

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

Service Specifications.

Kings View shall provide educationally relevant counseling and guidance services as determined by the IEP team to students and their families including the following serves as negotiated by all parties:

- a. Assessments
- b. Individual Counseling
- c. Group Counseling
- d. Case Management/Consultation Services

Compensation/Billing.

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

Rate of Service.

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

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

Kings View Medi-Cal Billing Rates (June 18, 2013)

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

Case Management, Brokerage includes linkage and consultation.

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

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

Medi-Cal Eligible Student receives an hour of therapy-	
Billing is for one (1) hour @ \$2.35 per minute =	\$141.00 per hour
Medi-Cal FFP credit @ 50%=	(-70.50)

Balance to be paid by HESD=	<\$70.50>
Non Medi-Cal Eligible Student receives an hour of therapy-	
Billing is for one (1) hour @ \$2.35 per minute =	\$141.00 per hour
Medi-Cal FFP credit @ 50%=	(-0.00)
Balance to be paid by HESD=	<\$141.00>

Effective Date and Duration.

The MOU and the obligations hereunder shall be effective upon signatures and dates of all parties. The agreement and the scope of services under this MOU will cover all services rendered as of August 1, 2013 and shall remain in effect until September 30, 2014.

Termination of MOU for Convenience of Either Party.

Any party may terminate this MOU at any time by giving to the other party thirty (30) days written notice of each termination. Termination for convenience shall be effective at 11:59 p.m., Pacific Standard time on the intended date for termination (the "Termination Date"). The terminating party shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Kings View shall be paid for all services satisfactorily completed at the rates states above and not previously paid through payments prior to the effective date of said termination.

Termination of MOU for Cause.

If either party fails to perform its duties under this MOU or if either party breaches any of the material terms or provisions of the MOU, then the non-breaching party shall have the right to terminate this MOU effective immediately upon giving written notice to the breaching party. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. If the termination for cause is defective for any reason, including, but not limited to, reliance on erroneous facts concerning performance of any defect in notice thereof, then the maximum liability shall not exceed the amount payable to Kings View under "rate of service" noted above.

Entire Agreement and Modification.

This MOU supersedes all previous agreements and constitutes the entire understanding of the parties hereto. All parties specifically acknowledge that in entering into and executing this MOU that they shall rely solely upon the provisions contained in this MOU.

Enforceability.

If any term, covenant, condition, or provision of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

Employment Status.

Kings View and its officers, employees, or agents shall, during the entire term of the MOU, be construed to be an independent contractor and nothing in this MOU is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship or to allow LEA to exercise direction or control over the professional manner in which Kings View performs the services which are the subject matter of this MOU. Kings View understands and agrees that its employees shall not be and will not be eligible for membership for any benefits

from any LEA group plan for hospital, surgical, or medical insurance, or for membership in any LEA retirement program, or for paid vacation, sick leave or other leave, with or without pay, or for any other benefit which accrues to the LEA employee.

Warranty of Kings View.

Kings View warrants that Kings View and each of the personnel employed or otherwise retained by Kings View for services performed pursuant to this MOU are properly certified and licensed under the laws and regulations of the State of California to provide the special services herein agreed to. Mental health services shall be provided in a manner consistent with all applicable standards and regulation governing such services. Staff will be either a Licensed Marriage and Family Therapist, or a Licensed Social Worker, or will be a Masters Level Counselor, or Social Working with a Pupil Personnel Services Credential. Kings View also warrants that all of its employees are covered by a currently liability insurance policy during the term of this MOU.

California Law and Venue.

It is agreed this MOU shall be governed by the laws of the State of California. This MOU is made, executed, and performed in the County of Kings.

Indemnification.

- a. Each party agrees to defend, hold harmless, and indemnify the other party's (and the other party's officers, employees, trustees, agents, successors, and assigns) against all claims, suites, expenses, losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including, but not limited to, personal injury, death at any time, and property damage) arising out of or made necessary by: (a) the indemnifying party's breach of the terms of this MOU, (b) the act or omission of the indemnifying party, its employees, officers, agents, and assigns in connection with the performance of this MOU, and (c) the presence of the indemnifying party, its officers, employees, agents, assigns, or invitees on the other party's premises.
- b. In the event of any action or proceeding that is brought against any party by reason of any claim or demand discussed in this section, upon notice, the indemnifying party shall defend the action or proceeding at the indemnifying party's expense, through counsel reasonably satisfaction to the other party or parties. The obligation to indemnify set forth in this section shall including reasonable attorneys' fees and investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that nay claim or demand is made.
- c. The indemnifying party's obligation under this sectional shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage determined by an arbitrator or court of competent jurisdiction to be caused by the sole active negligence of willful misconduct of the other party, its officers, employees, trustees, or agents.
- d. These indemnification obligations shall survive the expiration and/or termination of this MOU.

Confidentially.

Services provided by Kings View are confidential in nature. All mental health records shall be maintained by Kings View and not shared with HESD or their officers, agents, or employees,

expect as authorized by law. Confidential information obtained by HESD or its officers, agents, or employees, in the course of receiving services and/or residential placement under this MOU may not be disclosed expect as authorized by law or unless HESD secures prior written authorization from Kings View. HESD and their officers, agents, and employees, agree to obey all applicable laws and regulations, including without limitation the provisions of the Health Information Portability and Accountability Act, the Pubic Health Service Act (42 U.S.C. Section 290ee-3), Title 42 of the Code of Federal Regulations, any other applicable Federal, State, or local laws, regulation, directives, or guidelines. All student records by HESD are confidential as provided for by the California Education Code ant the Federal Educational Rights and Privacy Act. Kings View agrees to have all its employees abide by these confidentiality laws regarding student records.

Third Party Rights.

Nothing in this MOU shall be construed to give any rights or benefits to anyone other than Kings View and HESD.

Integration.

This MOU represents the entire understating of Kings View and HESD as to those matters contained herein and superseded and cancels any prior oral or written understanding, promises, representations, or agreement(s) with respect to those matters covered hereunder. This MOU may not be modified or altered except in writing and signed by all parties hereto.

Legal Compliance.

Each party shall comply with all laws as may be applicable for the provision of services within the scope of this MOU, and within the State and Federal audit compliance requirements as set for the by the State department of Mental Health and Federal regulation.

Records.

- a. Kings View shall keep complete accurate records as required by law for the service performed pursuant to this MOU. Those records shall only be releasable in accordance with appropriate provisions of law.
- b. Kings View shall assure the confidentiality of any records that are required by law to be so maintained.
- c. Kings View shall comply with the Health Insurance Portability and Accountability Act of 1996 Public Law 104-19 ("HIPPA"). Kings View shall train all of its personnel regarding the requirement of the Act. Kings View shall implement all privacy protections to individual's identifiable protected health information.

Attorney Fees.

If the parties become involved in arbitration or litigation concerning this contract or the performance of this contract, the prevailing party shall be entitled to an award of reasonable costs and expenses or arbitration or litigation, including expert witness fees and attorney fees.

Staffing.

Staffing is dependent on the number of students and amount of service. It is understood these hours may fluctuate based on the student's IEP requirements. Should the numbers of students increase rapidly, Kings View will be provided one (1) month to secure staff resources in order to address the needs of students being serviced as outlined on the IEP.

Term.

This MOU shall cover the period beginning on August 1, 2013 through the close of business on September 30, 2014. However, this MOU may be extended by parties' mutual written consent.

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

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

And

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

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

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

Hanford Elementary School District

Dr. Paul Terry, Superintendent Hanford
Elementary School District

Date

Kings View Counseling Services for Kings County

Brenda Johnson-Hill, LMFT Executive Director

Date

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Dr. Paul J. Terry

FROM: Karen McConnell

DATE: June 13, 2013

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: June 26, 2013

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

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

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

RECOMMENDATIONS: Approve

MEMORANDUM OF UNDERSTANDING**between****Teresa A. Jaquez, LMFT****and****Hanford Elementary School District**

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

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

1. Scope of Services.

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

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

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

3. Compensation/Billing. An accounting/invoice shall be submitted to HESD by JAQUEZ monthly for each student indicating the school district of residence; student's date of birth; the nature of the services provide; the total minutes per session and the total sessions; dates on which services were rendered; the revenue received; and the net and/or unreimbursed cost for IEP-driven educationally relevant counseling and guidance services due and payable to JAQUEZ. The compensation shall be paid within thirty (30) business days after receipt of invoice.
4. Rate of Service. HESD and JAQUEZ agree to \$120.00 per hour (flat rate) of billing for all services rendered under this agreement.
5. Effective Date and Duration. The MOU and the obligations hereunder shall be effective upon signatures and dates of all parties. The agreement and the scope of services under this MOU will cover all services rendered as of October 1, 2013 shall remain in effect until September 30, 2014.
6. Termination of MOU for Convenience of Either Party. Any party may terminate this MOU at any time by giving to the other party thirty (30) days written notice of each termination. Termination for convenience shall be effective at 11:59 p.m., Pacific Standard Time on the intended date for termination (the "Termination Date"). The terminating party shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. JAQUEZ shall be paid for all services satisfactorily completed at the rates stated above and not previously paid through payments prior to the effective date of said termination.
7. Termination of MOU for Cause. If either party fails to perform its duties under this MOU or if either party breaches any of the material terms or provisions of the MOU, then the non-breaching party shall have the right to terminate this MOU effective immediately upon giving written notice to the breaching party. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. If the termination for cause is defective for any reason, including, but not limited to, reliance on erroneous facts concerning performance or any defect in notice thereof, then the maximum liability shall not exceed the amount payable to JAQUEZ under Paragraph 4 above.
8. Entire Agreement and Modification. This MOU supersedes all previous agreements and constitutes the entire understanding of the parties hereto. All parties specifically acknowledge that in entering into and executing this MOU that they shall rely solely upon the provisions contained in this MOU.
9. Enforceability. If any term, covenant, condition, or provision of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.
10. Employment Status. JAQUEZ and its officers, employees, or agents shall, during the entire term of the MOU, be construed to be an independent contractor and nothing in this MOU is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow LEA to exercise direction or control over the professional manner in which JAQUEZ performs the services which are the subject matter of this MOU. JAQUEZ understands and agrees that its employees shall not and will not be eligible for membership in for any benefits from any LEA group plan for hospital, surgical, or medical insurance, or for membership in any LEA retirement program, or for paid vacation, sick leave or other leave, with or without pay, or for any other benefit which accrues to a LEA employee.

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

15. Third Party Rights. Nothing in this MOU shall be construed to give any rights or benefits to anyone other than JAQUEZ and HESD.
16. Integration. This MOU represents the entire understanding of JAQUEZ and HESD as to those matters contained herein and supersedes and cancels any prior oral or written understanding, promises, representations, or agreement(s) with respect to those matters covered hereunder. This MOU may not be modified or altered except in writing and signed by all the parties hereto.
17. Legal Compliance. Each party shall comply with all laws as may be applicable for the provision of services within the scope of this MOU, and within the State and Federal audit compliance requirements as set forth by the State Department of Mental Health and Federal regulations.
18. Records.
 - a. JAQUEZ shall keep complete accurate records as required by law for the services performed pursuant to this MOU. Those records shall only be releasable in accordance with appropriate provisions of law.
 - b. JAQUEZ shall assure the confidentiality of any records that are required by law to be so maintained.
 - c. JAQUEZ shall comply with the Health Insurance Portability and Accountability Act of 1996 Public Law 104-19 (HIPAA). JAQUEZ shall train all of its personnel regarding the requirements of the Act. JAQUEZ shall implement all privacy protections to individual's identifiable protected health information.
19. Attorney Fees. If the parties become involved in arbitration or litigation concerning this contract or the performance of this contract, the prevailing party shall be entitled to an award of reasonable costs and expenses of arbitration or litigation, including expert witness fees and attorney fees.
20. Staffing. Staffing is dependent on the number of students and amount of services. It is understood these hours may fluctuate based on student's IEP requirements.
21. Term. This MOU shall cover the period beginning on October 1, 2013 through the close of business on September 30, 2014. However, this MOU may be extended by the parties' mutual written consent.

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

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

And

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

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

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

Paul Terry, Superintendent Hanford Elementary
School District

DATE

Teresa A. Jaquez, LMFT License # MFC 49724

DATE

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Dr. Paul J. Terry

FROM: Karen McConnell

DATE: June 13, 2013

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: June 26, 2013

ITEM: Consider approval of recommended revisions to AR 5141.31 ~ Immunizations

PURPOSE: Regulation updated to reflect NEW LAW (AB 2109) which requires that, when a parent/guardian submits a written statement that one or more immunization requirements are contrary to his/her beliefs, the statement must document which immunizations have been given and specify which ones are contrary to his/her beliefs. Regulation also reflects a provision of AB 2109 that, effective January 1, 2014, the personal beliefs affidavit must include a sign attestation by a health care practitioner indicating that he/she has provided the parent/guardian with information regarding the benefits and risks of the immunization and the health risks associated with the communicable disease.

FISCAL IMPACT: None

RECOMMENDATIONS: Approve

Hanford ESD

Administrative Regulation

Immunizations

AR 5141.31

Students

~~Upon enrollment, students must present evidence~~ Required Immunizations

The Superintendent or designee shall provide parents/guardians, upon school registration, a written notice summarizing the state's immunization requirements.

The Superintendent or designee shall not unconditionally admit any student to a district elementary or secondary school, preschool, or child care and development program nor advance a student to specified grade levels unless the student has presented documentation of full immunization, in accordance with the age/grade and dose required by the California Department of Public Health (CDPH), against ~~diphtheria~~, the following diseases: (Health and Safety Code 120335; 17 CCR 6020)

1. Measles, mumps, and rubella (MMR)
2. Diphtheria, tetanus, and pertussis (whooping cough), ~~tetanus (Td), poliomyelitis, measles, mumps~~ (DTP, DTaP, or Tdap)
3. Poliomyelitis (polio)
4. Hepatitis B
5. Varicella (chickenpox)
6. Haemophilus influenza type b (Hib meningitis)
7. Any other disease designated by the CDPH

(cf. 5141.22 - Infectious Diseases)

(cf. 5148 - Child Care and ~~rubella~~ (MMR) as documented by ~~Development~~)

(cf. 5148.3 - Preschool/Early Childhood Education)

The student's immunization record shall be provided by the student's health care provider or from the student's previous school immunization record. The record must show the date that each dose was administered.

Exemptions

Exemption from immunization requirements shall be granted under either of the following

circumstances: (Health and Safety Code 120365, 120370; 17 CCR 6051)

1. The student's parent/guardian provides a written statement by a licensed physician, nurse or clinic that, due to the physical condition or medical circumstances of the student, one or more immunizations are considered unsafe or are permanently not indicated. The physician's statement shall indicate the specific nature and probable duration of the medical condition or circumstances that contraindicate immunization. In such circumstances, the student shall be exempted from one or more vaccines to the extent indicated by the physician's statement.

2. The student's parent/guardian provides a letter or affidavit documenting which immunizations required by Health and Safety Code 120355 have been given and which immunizations have not been given on the basis that they are contrary to the parent/guardian's beliefs.

(cf. 6141.2 - Recognition of Religious Beliefs and Customs)

When immunization(s) are contrary to the parent/guardian's personal beliefs but there is good cause to believe that the student has been exposed to one of the communicable diseases listed in the manner Health and Safety Code 120325, the student may be temporarily excluded from school until the local public health officer is satisfied that the student is no longer at risk of developing the disease.

On or after January 1, 2014, the parent/guardian shall also submit a form prescribed by the State Department of Health Services. Students seven years old or older shall not be required to be immunized against pertussis or mumps. (Health and Safety Code 120335) CDPH which includes a signed attestation by a health care practitioner that indicates he/she has provided the parent/guardian with information regarding the benefits and risks of the immunization and the health risks of the communicable diseases listed in Health and Safety Code 120335 to the person and the community. The parent/guardian shall sign a statement indicating that he/she has received this information. Neither the health care practitioner nor the parent/guardian shall sign these statements more than six months prior to the date that the student is subject to the immunization requirement. In lieu of the original form, the district shall accept a photocopy of the signed form or a letter by a health care practitioner that includes all information and attestations included on the form.

Upon enrollment, children entering school or a child care and development program at the kindergarten level or below shall also present evidence of immunization against hepatitis B. Children who have not reached the age of four years, six months shall also present evidence of immunization against haemophilus influenzae type b. (Health and Safety Code 120335)

Upon enrollment on or after July 1, 1999, children entering, advancing, transferring or repeating 7th grade shall present evidence of hepatitis B immunization. (Health and Safety Code 120335)
Exclusions Due to Lack of Immunizations

Any student without the required evidence of immunization shall may be excluded from school until the immunization is obtained or until the student presents a letter or affidavit of an

~~exemption from his/her parent/guardian or physician. Exemption is allowed when the parent/guardian states in writing that immunization is contrary to his/her beliefs. Exemption is also allowed to the extent indicated by a physician's written statement describing the medical condition of the child and the probable duration of the medical condition or circumstances which contraindicate immunization. (Health and Safety Code 120365, 120370, 120375) is granted in accordance with the section "Exemptions" above.~~

(cf. 5112.2 - Exclusions from Attendance)

~~The district may conditionally admit a child with documentation from a physician that: (Health and Safety Code 120340; 17 CCR 6000)~~

~~1. — He/she has received some but not all required immunizations and is not due for any vaccine dose at the time of admission~~

~~2. — He/she has a temporary exemption from immunization for medical reasons~~

~~The Superintendent or designee shall review the immunization record of each student admitted conditionally every 30 days until that student has received all of the required immunizations. (17 CCR 6070)~~

~~In accordance with law, the Superintendent or designee shall notify parents/guardians of the rights of students and parents/guardians relating to immunizations. (Education Code 48216, 48980)~~

(cf. 5145.6 - Parental Notifications)

~~When admission has been denied~~(cf. 6183 - Home and Hospital Instruction)

Before an already admitted student is excluded from school attendance because of lack of immunization, the Superintendent or designee shall notify the parent/guardian that he/she has 10 school days in which to supply evidence of proper immunization or an appropriate letter of exemption. This notice shall refer the parent/guardian to the child's usual source of medical care. (Education Code 48216; 17 CCR 6040)

If This notice shall refer the parent/guardian to the student's usual source of medical care or, if the student has no usual source of medical care exists, the parent/guardian shall be referred, then to the county health department or school immunization program, if any. (Education Code 48216)

(cf. 5141.6 - School Health Services)

The district Superintendent or designee shall exclude from further attendance any already admitted student who fails to obtain the required immunization within no more than 10 school days following the parent/guardian's receipt of the parent/guardian notice specified above, unless the student is exempt from immunization for medical reasons or personal beliefs. The student shall remain excluded from school until he/she provides written evidence that he/she has

received ~~another~~ a dose of each required vaccine due at that time. The student shall also be reported to the attendance supervisor or principal. (17 CCR 6055)–

(cf. 5112.2 – Exclusions from Attendance)

Conditional Enrollment

The Superintendent or designee may conditionally admit a student with documentation from an authorized health care provider that: (Health and Safety Code 120340; 17 CCR 6000, 6035)

1. The student has received some but not all required immunizations and is not due for any vaccine dose at the time of admission.
2. The student has a temporary exemption from immunization for medical reasons.

The Superintendent or designee shall annually file a report with the state and local health departments or notify the immunization status of new entrants or student's parents/guardians of the date by which the student must complete all the remaining doses when needed to determine they become due as specified in 17 CCR 6035.

The Superintendent or designee shall review the immunization status record of each student admitted conditionally every 30 days until that student has received all the required immunizations. If the student does not receive the required immunizations within the specified time limits, he/she shall be excluded from further attendance until the immunizations are received. (Health and Safety Code 120375; 17 CCR 60756070)

Regulation — HANFORD ELEMENTARY SCHOOL DISTRICT
approved: May 16, 2001 — Hanford, California Records

The Superintendent or designee shall record each new entrant's immunizations in the California School Immunization Record and retain it as part of the student's mandatory permanent student record. District staff shall maintain the confidentiality of immunization records and may disclose such information to state and local health departments only in accordance with law. (Health and Safety Code 120375, 120440; 17 CCR 6070)

(cf. 5125 - Student Records)

Regulation HANFORD ELEMENTARY SCHOOL DISTRICT
Revised: May 17, 2013
Approved:

HANFORD ELEMENTARY SCHOOL DISTRICT
Human Resources Department
AGENDA REQUEST FORM

TO: Dr. Paul Terry

FROM: Diane Williams *DW*

DATE: June 17, 2013

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

☐ Information
☒ Action

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **June 26, 2013**

ITEM: Consider adoption of the following revised Exhibit.

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

- Exhibit 4020 – Drug and Alcohol-Free Workplace (revised)

FISCAL IMPACT: None.

RECOMMENDATION: Adopt.

All Personnel

E 4020(a)

**DRUG AND ALCOHOL-FREE WORKPLACE
NOTICE TO ALL EMPLOYEES**

YOU ARE HEREBY NOTIFIED that it is a violation of Board of Trustees policy for any employee of the Hanford Elementary School District to unlawfully manufacture, distribute, dispense, possess, use or be under the influence of any alcoholic beverage, drug or controlled substance as defined in the Controlled Substances Act and Code of Federal Regulations while on duty at a district workplace or otherwise engaged in district business.

"School district workplace" include any place where work is performed for the district, including a school building or other district premises; off-sites location when supervising or participating in a school-sponsored or school-approved activity or function, such as a field trip, athletic event, or academic competition, where students are under district jurisdiction; any off-site location when on district business or attending district-sponsored conferences or other training; any district-owned or personal vehicle used to transport students to and from school or school activities, or to pick up or deliver equipment and supplies for the district, or to commute to/from district work sites while on duty.

Pursuant to the federal law and Board Policy and Administrative Regulations 4212.42, all school bus drivers are subject to random drug and alcohol testing.

It is the policy of the Board to place on compulsory leave of absence any employee reported to be, arrested for, or charged with, involvement in the sale, use, or exchange to minors of certain controlled substances pending investigation or disposition of the charge and to take appropriate disciplinary action up to, and including, termination against employees for any controlled substance offence.

California law prohibits the employment in a public school district of any persons convicted of a controlled substance offense as defined in health and Safety Code 11350-11355, 11361, 11368, 11380, 115502 or former Health and Safety Code 11500-1503, 11557, 11715, 11721, or equivalent statutes in other states. If any such conviction is reversed and the person acquitted in a new trial or the charges are dismissed, his/her employment is at the sole discretion of the Board.

The district may employ or retain in a classified position a person who has been convicted of a controlled substance offense only if the Board determines, from evidence presented, that the person has been rehabilitated for at least five years. The Board's determination as to whether or not the person has been rehabilitated is final. Continued employment, regardless of the Board's determination, is at the sole discretion of the Board.

Whenever the holder of any credential issued by the State Commission for Teacher Credentialing has been convicted of a controlled substance offense as defined above, the Commission shall forthwith suspend the credential. When the conviction becomes final or when imposition of sentence is suspended, the Commission shall revoke the credential.

E 4020(b)

DRUG AND ALCOHOL-FREE WORKPLACE NOTICE TO ALL EMPLOYEES

(continued)

The district may require or approve an employee to participate in a drug or alcohol abuse assistance or rehabilitation program for such purposes by an approved program. The following drug and alcohol counseling, rehabilitation, and/or employee assistance programs are available locally:

Facility	Program	Address	Telephone
Kings View Community Services	Alcoholism Information and Treatment Center	289 E. 8 th Street Hanford, CA 93230	(559) 582-9307
Kings View Mental Health Services for Kings County	Hanford Clinic – Outpatient Adult and Children’s Services	1393 Bailey Drive Hanford, CA 93230	(559) 582-4481
Hanna’s House	Transitional for Women	222 Keith Street Hanford, CA 93230	583-7800
Champions Recovery Alternative Programs	Alcoholism Information and Treatment Center	700 N. Irwin Hanford, CA 93230	(559) 583-9300
Alano Club of Kings County	Alcoholism Information and Treatment Center	15981 Hanford- Armona Rd. Lemoore, CA 93245	Meeting nightly No phone #
SISC/Anthem Blue Cross (For Employees & Dependents enrolled in medical insurance)	Employee Assistance Program (EAP)	www.anthemaeap.com	1-800-999-7222
<u>NSAPN</u> <u>National Substance</u> <u>Abuse Professional</u> <u>Network</u>	<u>Substance Abuse Network</u>	<u>www.naspn.com</u>	<u>1-800-879-6428</u>

Attached is Board Policy 4020, the district’s Drug and Alcohol-Free Workplace policy and a copy of this Notice. As a condition of your continued employment with the district, you agree that you have read, understand, and will comply with the district’s Drug and Alcohol-Free Workplace policy and the information provided in this Notice. You further agree that, if you are convicted of any criminal drug or alcohol statute violation, you will notify your supervisor of this conviction not later than five days after such conviction. Please sign agreement on the next page and return it to Human Resources.

DRUG AND ALCOHOL-FREE WORKPLACE NOTICE TO ALL EMPLOYEES
(continued)

Attached is Board Policy 4020, the district's Drug and Alcohol-Free Workplace policy and a copy of this Notice. As a condition of your continued employment with the district, you agree that you have read, understand, and will comply with the district's Drug and Alcohol-Free Workplace policy and the information provided in this Notice. You further agree that, if you are convicted of any criminal drug or alcohol statute violation, you will notify your supervisor of this conviction not later than five days after such conviction. Please sign below and return this signature page to Human Resources.

(Employee's Name -- please print)

Witness: _____

(Employee's Signature)

Position: _____

(Date)

Exhibit
Version: November 7, 2001
revised: June 19, 2002
revised: September 7, 2011
revised: June 13, 2012
revised: _____, 2013

HANFORD ELEMENTARY SCHOOL DISTRICT
Hanford, California

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Board of Trustees

FROM: Paul J. Terry, Ed. D.

DATE: June 18, 2013

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: June 26, 2013

ITEM: Consider approval of Amendment to Employment Contract
for Superintendent.

PURPOSE:

FISCAL IMPACT:

RECOMMENDATION: Approve.

Hanford Elementary School District

Amendment to Employment Contract for Superintendent

This amendment to the employment contract for the Superintendent is entered into as of June 26, 2013 between the Hanford Elementary Board of Trustees and Paul J. Terry, hereinafter referred to as "Superintendent".

Reduction of Two Days: 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.

Term. The District hereby employs Superintendent for a period terminating on the thirtieth day of June 2016.

Pursuant to Government Code Section 53243 et seq., any cash settlement paid by the District to an employee in connection with the termination of this agreement; and although nothing in this agreement provides for the following, should any salary be provided to the employee by the District in the form of paid leave pending a criminal investigation, or any District funds be paid for the employee's criminal defense, all such payments whether for cash settlement, paid leave or criminal defense costs shall be fully reimbursed by the employee to the District if the employee is convicted of a crime involving an abuse of office or position as defined in Government Code Section 53243.4.

June 26, 2013

Board President

June 26, 2013

Superintendent

HANFORD ELEMENTARY SCHOOL DISTRICT
Human Resources Department

AGENDA REQUEST FORM

TO: Dr. Paul Terry
FROM: Diane Williams
DATE: June 17, 2013
RE: (X) Board Meeting
 () Superintendent's Cabinet
 () Information
 (X) Action

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **June 26, 2013**

ITEM: Consider approval of personnel transactions and related matters.

PURPOSE:

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

b. Resignations

- Amanda Eckmann, Substitute READY Program Tutor, effective 8/11/12
- Haley Marquez, Teacher, King, effective 6/7/13

b. Resignations (cont.)

- Betty Pressley, Substitute Yard Supervisor, effective 8/31/12
- Nicole Schmidt, Teacher, Lincoln, effective 6/7/13
- Robin Schneider, Teacher, Washington, 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

c. Termination of Employment

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

d. Retirement

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

e. Promotion

- Sabine Appleby, from Yard Supervisor – 3.75 hrs., 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

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

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

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

i. Voluntary Transfer

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

j. More Hours/Transfer

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

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 Driver – 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. (M-Th), Richmond, effective 6/17/13 to 6/27/13

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

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

l. Salary/Wage Schedules for 2013-2014

- 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)

m. **Volunteers**

Name

Kelsey Sammra

School

Lincoln

RECOMMENDATION: Approve.

HANFORD ELEMENTARY SCHOOL DISTRICT
2013-14 SALARY SCHEDULES (Interim)
MANAGEMENT

Range	Position	Compensated Days Per Year		Step 1	Step 2	Step 3	Step 4	Step 5
1-A	Assistant Superintendent (223 work + 14 hol + 22 vac)	259	annual daily	98,179 379.07	102,106 394.23	106,190 410.00	110,438 426.40	114,854 443.45
3-A	Director (223 work + 14 hol + 22 vac)	259	annual daily	93,447 360.80	97,185 375.23	101,072 390.24	105,115 405.85	109,319 422.08
3-B	Director (202 work + 13 hol + 20 vac)	235	annual daily	84,788 360.80	88,179 375.23	91,706 390.24	95,375 405.85	99,189 422.08
3-C	Principal (202 work + 13 hol + 20 vac)	235	annual daily	84,788 360.80	88,179 375.23	91,706 390.24	95,375 405.85	99,189 422.08
6-A	Fiscal Services Specialist Child, Welfare, & Attendance Coordinator (223 work + 14 hol + 22 vac)	259	annual daily	86,775 335.04	90,246 348.44	93,856 362.38	97,609 376.87	101,515 391.95
6-C	Vice Principal Learning Director Curriculum Specialist Program Specialist (202 work + 13 hol + 20 vac)	235	annual daily	78,734 335.04	81,883 348.44	85,159 362.38	88,564 376.87	92,108 391.95
10-C	Administrative Intern (202 work + 13 hol + 20 vac)	235	annual daily	71,330 303.53	74,182 315.67	77,151 328.30	80,236 341.43	83,446 355.09
15-A	Program Manager (223 work + 14 hol + 22 vac)	259	annual daily	69,482 268.27	72,264 279.01	75,154 290.17	78,158 301.77	81,285 313.84
15-B	Program Manager (201 work + 13 hol + 20 vac)	234	annual daily	62,775 268.27	65,288 279.01	67,900 290.17	70,614 301.77	73,439 313.84
22-A	Supervisor (223 work + 14 hol + 22 vac)	259	annual daily	58,454 225.69	60,792 234.72	63,224 244.11	65,752 253.87	68,384 264.03
22-C	Supervisor (198 work + 13 hol + 19 vac)	230	annual daily	51,909 225.69	53,986 234.72	56,145 244.11	58,390 253.87	60,727 264.03
23-A	Analyst (223 work + 14 hol + 22 vac)	259	annual daily	57,029 220.19	59,308 228.99	61,681 238.15	64,149 247.68	66,716 257.59
26-C	School Operations Officer (197 work + 13 hol + 19 vac)	229	annual daily	46,821 204.46	48,695 212.64	50,643 221.15	52,668 229.99	54,775 239.19

PROFESSIONAL SPECIALIST

7-C	Psychologist (192 work + 13 hol + 19 vac)	224	annual daily	73,219 326.87	76,147 339.94	79,193 353.54	82,360 367.68	85,655 382.39
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CONFIDENTIAL CLASSIFIED*

28-A	Administrative Assistant	259	annual daily	50,404 194.61	52,422 202.40	54,517 210.49	56,698 218.91	58,967 227.67
29-A	Personnel Specialist	259	annual daily	49,176 189.87	51,142 197.46	53,188 205.36	55,315 213.57	57,529 222.12
32-A	Administrative Secretary	259	annual daily	45,664 176.31	47,490 183.36	49,391 190.70	51,365 198.32	53,421 206.26
34-A	Personnel Assistant	259	annual daily	43,463 167.81	45,203 174.53	47,011 181.51	48,891 188.77	50,847 196.32

* = The number of work days depends on vacation accrual rate.

**Longevity - 15 years = \$2,000 Longevity includes all consecutive years of HESD service
 - 20 years = \$2,000 Additional

**If your hire date falls between July 1 and December 31, the applicable longevity stipend will begin that school year.

If your hire date falls between January 1 and June 30, the applicable longevity stipend will begin the following school year.

Adopted: __/__/13

HANFORD ELEMENTARY SCHOOL DISTRICT
2013-14 CREDENTIALLED TEACHER SALARY SCHEDULE "A" (Interim)
184 Work Days

STEP	COLUMN			
	I	II	III	IV
	BA	BA + 45	BA + 60	BA + 75
	semester hours	semester hours	semester hours	semester hours
	+ Credential ¹	+ Credential ¹	Credential ¹	Credential ¹
1	41,006	42,646	44,352	46,126
2	42,646	44,352	46,126	47,971
3	44,352	46,126	47,971	49,890
4	46,126	47,971	49,890	51,886
5	47,971	49,890	51,886	53,961
6	49,890	51,886	53,961	56,120
7	51,886	53,961	56,120	58,364
8	53,961	56,120	58,364	60,699
9	56,120	58,364	60,699	63,127
10		60,699	63,127	65,652
11		63,127	65,652	68,278
12			68,278	71,009
L - 15	Requires 15 years of service ²		71,009	73,849
L - 20	Requires 20 years of service ²		73,849	76,803
L - 25	Requires 25 years of service ²		75,326	78,339

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

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

INITIAL STEP PLACEMENT

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

STEP ADVANCEMENT

A one-step advancement on the Salary Schedule shall be granted for each school year in the District if the teacher was in paid status for 75% or more of the student days the previous work year.

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

STIPENDS

Dual Immersion (FLI) Program Teacher with BCLAD	\$2,000 per year	Literacy/Induction Coach	\$4,000 per year
Dual Immersion (FLI) Program Teacher without BCLAD	\$1,200 per year	Masters	\$1,200 per year
Special Day Class Teacher	\$2,500 per year	Doctorate	\$1,014 per year
Resource Specialist Program Teacher	\$1,200 per year	Combination Class	\$1,500 per year
Community Day School Program Teacher	\$3,500 per year	Split Assign. 2 schools	\$ 825 per year

**2013-2014 Non-Credentialed Teacher and Intern
Salary Schedule "B" (Interim)
(for Teachers Hired On or After November 1, 2000)
184 Days**

STEP	COLUMN	
	B – I B.A.	B – II B.A. +15
1	38,392	39,160
2	39,160	39,943

INITIAL STEP PLACEMENT

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

STEP ADVANCEMENT

Teachers initially placed on Step 1 shall advance to Step 2 if the teacher was in paid status for 75% of the student days during the previous work year.

ADVANCEMENT TO CREDENTIALLED TEACHER SALARY SCHEDULE

Non-credentialed teachers shall advance to the appropriate Column and Step on the Credentialed Teacher Salary Schedule in accordance with the following schedule:

- (1) Effective at the beginning of the school year if verification of eligibility and application for a regular K-8 teaching credential has been submitted to the Human Resources Department on or before September 12 of that year; or
- (2) Effective February 1 if verification of eligibility and application for a regular K-8 teaching credential has been submitted by the 10th of that month to the Human Resources Department.

STIPENDS

Dual Immersion (FLI) Program Teacher with BCLAD	\$2,000 per year	Literacy/Induction Coach	\$4,000 per year
Dual Immersion (FLI) Program Teacher without BCLAD	\$1,200 per year	Split Assignment 2 schools	\$825 per year
Special Day Class Teacher	\$2,500 per year	Combination Class	\$1,500 per year
Resource Specialist Program Teacher	\$1,200 per year	Doctorate	\$1,014 per year
Community Day School Program Teacher	\$3,500 per year	Masters	\$1,200 per year

Adopted: __/__/13

HANFORD ELEMENTARY SCHOOL DISTRICT

2013-2014 School Nurse –184 Days
Salary Schedule “C” (*Interim*)

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
70,147	72,953	75,871	78,905	82,061

Adopted: __/__/13

**HANFORD ELEMENTARY SCHOOL DISTRICT
2013-2014 CLASSIFIED SALARY SCHEDULE (Interim)**

53/60

Range	Position		Step 1	Step 2	Step 3	Step 4	Step 5
1		*per Month per Hour	1,779 10.34	1,868 10.86	1,961 11.40	2,059 11.97	2,162 12.57
2		per Month per Hour	1,868 10.86	1,961 11.40	2,059 11.97	2,162 12.57	2,269 13.19
3	Clerk Trainee	per Month per Hour	1,961 11.40	2,059 11.97	2,162 12.57	2,269 13.19	2,382 13.85
4		per Month per Hour	2,059 11.97	2,162 12.57	2,269 13.19	2,382 13.85	2,503 14.55
5	Clerk -Typist I Food Service Worker I Instructional Aide	per Month per Hour	2,162 12.57	2,269 13.19	2,382 13.85	2,503 14.55	2,626 15.27
6	Bilingual Aide I Bilingual Clerk-Typist I Food Service Worker II Alternative Education Program Aide READY Program Tutor	per Month per Hour	2,269 13.19	2,382 13.85	2,503 14.55	2,626 15.27	2,759 16.04
7	Account Clerk I Custodian I Educational Tutor, K-6 Groundskeeper I Lead READY Program Tutor Signing Aide Special Circumstances Aide Special Education Aide Substitute Telephone Clerk	per Month per Hour	2,382 13.85	2,503 14.55	2,626 15.27	2,759 16.04	2,896 16.84
8	Account Clerk II Bilingual Aide II Clerk-Typist II Cook/Baker Food Service Utility Worker Media Services Aide	per Month per Hour	2,503 14.55	2,626 15.27	2,759 16.04	2,896 16.84	3,041 17.68
9	Bilingual Clerk-Typist II Bilingual Translator/Clerk Custodian II Delivery Worker Groundskeeper II Maintenance Worker I	per Month per Hour	2,626 15.27	2,759 16.04	2,896 16.84	3,041 17.68	3,194 18.57
10	Bus Driver Health Care Assistant Help Desk Technician Secretary	per Month per Hour	2,759 16.04	2,896 16.84	3,041 17.68	3,194 18.57	3,352 19.49
11	Bilingual Health Care Assistant Irrigation Specialist Lead Custodian	per Month per Hour	2,896 16.84	3,041 17.68	3,194 18.57	3,352 19.49	3,521 20.47
12	Account Technician I Warehouse/Reprographic & Mail Technician	per Month per Hour	3,041 17.68	3,194 18.57	3,352 19.49	3,521 20.47	3,696 21.49

Range	Position		Step 1	Step 2	Step 3	Step 4	Step 5
13	Head Custodian Maintenance Worker II Mechanic Migrant Services Specialist Painter/Maintenance Worker II Teacher Resource Center Specialist	per Month per Hour	3,194 18.57	3,352 19.49	3,521 20.47	3,696 21.49	3,882 22.57
14	Administrative Secretary I	per Month per Hour	3,352 19.49	3,521 20.47	3,696 21.49	3,882 22.57	4,076 23.70
15	Account Technician II Administrative Secretary II Child Welfare and Attendance Specialist Computer Maintenance Technician Database Specialist I	per Month per Hour	3,521 20.47	3,696 21.49	3,882 22.57	4,076 23.70	4,279 24.88
16	Account Technician III Educational Interpreter Student Specialist	per Month per Hour	3,696 21.49	3,882 22.57	4,076 23.70	4,279 24.88	4,493 26.12
17	Bilingual Student Specialist Heating, Ventilation & Air Conditioning Specialist Locksmith	per Month per Hour	3,882 22.57	4,076 23.70	4,279 24.88	4,493 26.12	4,718 27.43
18	Account Technician IV Database Specialist II Lead Mechanic (Automotive) Network Engineer Student Advocate Junior High Systems Engineer	per Month per Hour	4,076 23.70	4,279 24.88	4,493 26.12	4,718 27.43	4,954 28.80
19		per Month per Hour	4,279 24.88	4,493 26.12	4,718 27.43	4,954 28.80	5,201 30.24
20		per Month per Hour	4,493 26.12	4,718 27.43	4,954 28.80	5,201 30.24	5,461 31.75

*Monthly rate is based on an 8-hour per day, 12-month employee

Each range is based on meeting minimum requirements. Persons not meeting minimum requirements will stay on current range.

Translator - Employees who are assigned translation duties (verbal or written) outside their regularly assigned shift shall be paid at the current rate of pay for their regular position. Any time worked by an employee as a Translator shall not count toward benefit accrual within his/her regularly assigned position, including but not limited to health and welfare benefits, increased hours, or vacation and leave credit.

Yard Duty - Employees who assume yard supervision duties in addition to their regular position shall be paid for such extra duties at their current rate of pay for their regular position.

Longevity - A one-time non-renewable bonus of Five Hundred dollars (\$500) shall be paid to each full-time employee in his/her fifteenth (15th) year of service to the District with his/her June 30th pay warrant.

Longevity - Full-time Employees shall receive annual longevity pay when they complete milestone years of service as indicated below:

20 Years - \$ 500
25 Years - \$1,250
30 Years - \$2,250

Employees shall receive longevity pay on July 1 if they reached one of the above milestones on or before December 31 of the current year.

Part-time employees shall receive the appropriate pro rata share when they complete milestone years of service.

ADDITIONAL COMPENSATION FOR CLASSIFIED EMPLOYEES

Bilingual Stipend: Employees who are required to use a second language from time to time in his/her regular assignment and who has demonstrated competency in the second language as established by the District shall receive a stipend in accordance with the following schedule. Payments will be made each month based upon work year as outlined in Article 23 Pay and Allowances of the CSEA/HESD Collective Bargaining Agreement.

BILINGUAL STIPEND SCHEDULE

8 hour employee.....	\$400 per year
7 hour but less than 8 hour employee.....	\$350 per year
6 hour but less than 7 hour employee.....	\$300 per year
5 hour but less than 6 hour employee.....	\$250 per year
4 hour but less than 5 hour employee.....	\$200 per year
3 hour but less than 4 hour employee.....	\$150 per year
2 hour but less than 3 hour employee.....	\$100 per year
1 hour but less than 2 hour employee.....	\$ 50 per year

Out of Classification Work: An employee who temporarily performs the essential functions of a higher classification shall be entitled to the lowest step in the higher range which exceeds the employee's rate of pay by a minimum of five percent (5%) (Article 23 Section H of the CSEA/HESD CBA Agreement)

Any **Health Care Assistant** who secures and maintains a valid California Licensed Vocational Nurse (L.V.N.) license will be entitled to a five (5%) incentive increase in his or her hourly rate of pay for all hours worked as outlined in Article 23 Pay and Allowances of the CSEA Collective Bargaining Agreement. (Article 23 Section K of the CSEA/HESD CBA Agreement)

Professional Growth increments will be awarded as follows:

Increments	No. of Semester Units	Increments	No of Semester Units
1 st	5	14 th	70
2 nd	10	15 th	75
3 rd	15	16 th	80
4 th	20	17 th	85
5 th	25	18 th	90
6 th	30	19 th	95
7 th	35	20 th	100
8 th	40	21 st	105
9 th	45	22 nd	110
10 th	50	23 rd	115
11 th	55	24 th	120
12 th	60	25 th	125
13 th	65		

Employees will be paid, in addition to their regular rate of pay, six dollars and fifty cents (\$6.50) per month per increment. (See Article 11 Professional Growth).

ADDITIONAL COMPENSATION FOR CLASSIFIED EMPLOYEES (cont.)

Split Shift Differential Compensation: All employees whose regularly assigned shift contains one or more periods of unpaid time which exceeds ninety (90) minutes shall be paid a shift differential premium of seven (7%) above the regular rate of pay for all hours worked. (See Article 12, Section K of the CSEA/HESD Collective Bargaining Agreement).

Night Differential: Any employee who works a regularly District-assigned shift between the hours of 5:00 p.m. and 6:00 a.m. shall receive a seven (7%) differential for each hour worked within that time frame. (See Article 12, Section L of the CSEA/HESD Collective Bargaining Agreement).

Work Week:

An employee with a regular work week other than Monday through Friday shall receive a fifteen percent (15%) shift differential for work days other than Monday through Friday. (See Article 12, Section T.3 of the CSEA/HESD Collective Bargaining Agreement).

Substitute Bus Driver Stipend: For a limited number of classified employees who work within the District and who serve in classifications other than Bus Driver or Bus Driver/Service Worker, but who are willing to obtain the required training and licenses to operate a school bus and serve as a substitute bus driver as needed, the District will pay a stipend of Five Hundred Dollars and No Cents (\$500.00) per year to each employee. The number of substitute Bus Drivers needed and eligibility for the stipend shall be evaluated and determined by the District at the commencement of each school year. (See Article 23, Section J of the CSEA/HESD Collective Bargaining Agreement).

Adopted: __/__/13

HANFORD ELEMENTARY SCHOOL DISTRICT
2013-2014 CLASSIFIED, SUBSTITUTE/TEMPORARY WAGE SCHEDULE*
 Effective July 1, 2013
(Interim)

Range	Position	Hourly Rate**
1S		\$9.67
2S		10.15
3S	Clerk Trainee	10.66
4S		11.19
5S	Clerk Typist I Food Service Worker I Instructional Aide	11.75
6S	Bilingual Aide I Bilingual Clerk Typist I Food Service Worker II Alternative Education Program Aide READY Program Tutor	12.33
7S	Account Clerk I Custodian I Educational Tutor Groundskeeper I Signing Aide Special Circumstances Aide Special Education Aide Substitute Telephone Clerk Lead READY Program Tutor	12.95
8S	Account Clerk II Clerk-Typist II Cook/Baker Family Resource Center Receptionist Food Service Utility Worker Media Services Aide	13.60
9S	Bilingual Clerk-Typist II Custodian II Delivery Worker Groundskeeper II Maintenance Worker I	14.28
10S	Bus Driver Health Care Assistant Help Desk Technician Secretary	15.00

Range	Position	Hourly Rate**
11S	Bilingual Health Care Assistant Irrigation Specialist Lead Custodian	15.75
12S	Account Technician I Warehouse/Reprographics and Mail Technician	16.53
13S	Head Custodian Maintenance Worker II Mechanic I Migrant Services Specialist Painter/Maintenance Worker II Teacher Resource Center Specialist	17.36
14S	Administrative Secretary I	18.22
15S	Account Technician II Administrative Secretary II Child Welfare and Attendance Specialist Computer Maintenance Technician-I Database Specialist I	19.14
16S	Account Technician III Educational Interpreter Student Specialist	20.09
17S	Bilingual Student Specialist Heating, Ventilation & Air Conditioning Specialist Locksmith	21.10
18S	Account Technician IV Computer Maintenance Technician II Database Specialist II Lead Mechanic (Automotive) Network Engineer Student Advocate, Junior High Student Advocate, K-6 Systems Engineer	22.16
19S		23.26
20S		24.42

*Substitutes and temporary employees hired into the following positions will be paid from the current Classified Salary Schedule if they hold the required certifications and have appropriate experience for each pay step: Bus Driver, Health Care Assistant, Bilingual Health Care Assistant, Educational Interpreter, Database Specialist I/II, Network Engineer, Systems Engineer, Student Specialist and Bilingual Student Specialist.

**93.5% of CSEA Schedule, Step 1

Adopted: __/__/13

2013-2014 NON-REPRESENTED PART-TIME EMPLOYEE WAGE SCHEDULE

JOB TITLE	HOURLY RATE	
Accompanist (up to 80 hours/year)	\$15.00	
Athletic Coach (Non Certificated Walk On Coach)	\$10.00	
Babysitter	\$8.00	
Choral Leader (up to 140 hours/year)	\$15.00	
Translators: Oral Interpreters Written Translators	\$15.00	
	\$20.00	
Yard Supervisors: Entry Step 2 ¹ Step 3 ¹ Step 4 ¹ Step 5 ¹ Super Max. ²	<u>K-6</u>	<u>7-8</u>
	\$ 8.82	\$ 9.14
	\$ 9.22	\$ 9.53
	\$ 9.62	\$ 9.93
	\$10.02	\$10.33
	\$10.42	\$10.73
	\$10.82	\$11.13
<p>¹Annual advancement to Steps 2 through 5 requires satisfactory attendance and job performance and approval by the Superintendent or designee.</p> <p>²Advancement to the Super Maximum Step requires a minimum of 10 years of regular service in any capacity at the Hanford Elementary School District, satisfactory attendance and job performance, and approval by the Superintendent or designee.</p>		
Substitutes	Lowest Rate for appropriate position	

HANFORD ELEMENTARY SCHOOL DISTRICT
Agenda Request Form

TO: Dr. Paul J. Terry
FROM: Nancy White
DATE: June 17, 2013
FOR: (X) Board Meeting
 () Superintendent's Cabinet
FOR: () Information
 (X) Action

Date you wish to have your item considered: June 26, 2013

ITEM:

Consider declaration of surplus property.

PURPOSE:

The following property is beyond its useful life and no longer can be of use to the District.

PROPERTY	VALUE
1 Automatic Floor Scrubber	\$ 2,000
1 Backhoe Trencher	\$ 2,000
1 Upright Single-man Lift	\$ 500
1 Ride-on Aerator	\$ 500
1 Lawnmower	\$ 500
Miscellaneous Office Furniture	\$ 500 for the lot
1 Billy Goat Push Vacuum	\$ 50
250 Student Desks	\$ 5 each
40 TV's and Overhead Projectors	\$ 0 E-Waste
40 Audio Visual Carts	\$ 0 Scrap/Disposal

Education Code 17546 allows that if the Board Members attending a meeting unanimously agree that the property is worth no more than \$2,500, the Board may designate any District employee to sell the property without advertising. We will attempt to find a buyer(s) for the property listed above.

The same Education Code also allows that if no buyer is found, the property may be donated to a charitable organization or may be disposed of by dumping or for scrap.

FISCAL IMPACT:

Any funds generated from a sale or from scrap will be deposited as income to the appropriate District Fund.

RECOMMENDATION:

Declare the property as surplus and approve disposition by sale, donation to charitable organization, scrap or dumping.