

Hanford Elementary School District

1/75

REGULAR BOARD MEETING AGENDA

Wednesday, June 12, 2013

HESD District Office Board Room
714 N. White Street, Hanford, CA

OPEN SESSION

- 5:30 p.m. • Call to Order
• Members present
• Pledge to the Flag

CLOSED SESSION

- **Student Discipline** (*Education Code Section 48918...requires closed sessions in order to prevent the disclosure of confidential student record information*)
Administrative Panel Recommendations
 - Case# 13-73 – Roosevelt
 - Case# 13-82 – Lincoln
 - Case# 13-83 – Kennedy
 - Case# 13-84 – Kennedy
 - Case# 13-85 – Washington
 - Case# 13-86 – Monroe
- **Personnel** (*Pursuant to Government Code Section 54956.9, trustees will adjourn to Closed Session to discuss the items listed below. The items to be discussed shall be announced in accordance with Government Code Section 54954.5 and/or under Education Code provisions.*)
 - Conference with Labor Negotiator** (GC 54957.6) – HETA, District Negotiators:
Paul Terry/Diane Williams
 - Public Employee Performance Evaluation – (GC 54957) – Superintendent

OPEN SESSION

- 6:00 p.m. • Report action taken, if any, in closed session

- 6:10 p.m. **PUBLIC HEARING: 2013-2014 Hanford Elementary School District Budget (White)**

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

- 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.

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 May 17, 2013; May 24, 2013; and May 31, 2013.
- b) Approve minutes of Regular Board Meeting May 22, 2013.
- c) Approve interdistrict transfers as recommended.
- d) Approve donation of \$100.00 from PG & E Corporation Foundation to MLK School. (Colvard)

3. INFORMATION ITEMS

- a) Receive the following revised Exhibit for information: (Williams)
 - Exhibit 4020 – Drug and Alcohol-Free Workplace (revised)
- b) Receive for information the following revised Administrative Regulation: (McConnell)
 - AR 5141.31 - Immunizations

4. BOARD POLICIES AND ADMINISTRATION

- a) Consider approval of Architectural Services Agreement with Mangini Associates, Inc – TPM for the roof replacement of the District Office South Wing. (Mulligan)
- b) Consider for adoption the following revised Board Policy: (Simas)
 - BP 5131.2 – Bullying
- c) Consider for adoption the following revised Board Policy: (Simas)
 - BP 5145.3 – Nondiscrimination/Harassment
- d) Consider for adoption the following revised Board Policy and Administrative Regulation: (Simas)
 - BP/AR 6112 – School Day
- e) Consider for adoption the following revised Administrative Regulation: (Simas)
 - AR 6158 – Community Day School
- f) Consider approval of Consolidated Application for Funding Categorical Aid Programs (Spring Release). (Carlton)
- g) Consider approval to use Alternative Billing Consultants to process billing submissions for Local Educational Agency (LEA) services. (McConnell)
- h) Consider improvement to the Management/Professional Specialists/Confidential Employees' Benefits cap to be effective with the 2013-2014 school year. (Terry)

5. PERSONNEL (Williams)

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

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

c) Termination of Employment

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

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

e) More Hours

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

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

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

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

- Yoland 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

i) Job Description

- Director of Curriculum and Instruction (new)

j) Ratify Assistant Superintendent Employment Contracts for 2013-14 (Gov. Code Section 53262)

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

- k) Consider approval of Joint Powers Agreement with Tulare County Office of Education, Visalia
 - 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.
- l) Consider approval of a 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
- m) Volunteers

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

6. FINANCIAL (White)

- a) Consider approval of Resolution #21-13: Board Delegation of Powers/Duties of Governing Board.
- b) Consider approval of 2013-2014 spending plan for funds received from the Education Protection Account Fund
- c) Consider adoption of 2013-14 Hanford Elementary School District Budget.
- d) Consider approval of legal services agreements and fees for fiscal year 2013-14.
- e) Consider approval of consultant contract with Mandate Resource Services, LLC for preparation of Mandated Cost Claims.
- f) Consider approval of consultant contract with School Facility Consultants for advisory services related to school facilities funding, financing and planning.
- g) Consider approval of consultant contract with Government Financial Strategies.
- h) Consider approval of consultant contract with Mangini Associates, Inc. TPM.
- i) Consider renewal of lease agreement with Mobile Modular Management Corporation for twelve (12) portable classrooms.
- j) Consider renewal of lease agreement with Designed Mobile Systems for one (1) portable classroom.

ADJOURN MEETING

HANFORD ELEMENTARY SCHOOL DISTRICT
AGENDA REQUEST FORM

TO: Dr. Paul Terry
FROM: Liz Simas
DATE: May 30, 2013

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

Date you wish to have your item considered: June 12, 2013

ITEM: Student Discipline

PURPOSE: Administrative Panel Recommendations

Case# 13-73 - Roosevelt

Case# 13-82 - Lincoln

Case# 13-83 - Kennedy

Case# 13-84 - Kennedy

Case# 13-85 - Washington

Case# 13-86 - Monroe

PUBLIC NOTICE**2013-2014 Budget Hearing**

A Public Hearing of the 2013-2014 Hanford Elementary School District Budget will be held by the Trustees of the Hanford Elementary School District on June 12, 2013, at 6:10 p.m. at the Hanford Elementary School District Office Board Room at 714 N. White Street, Hanford, California. Any taxpayer directly affected by the Hanford Elementary School District may appear before the Trustees of the Hanford Elementary School District and speak on the proposed budget or any item therein. The proposed budget may be inspected by the public from June 7, 2013 through June 12, 2013, 7:30 a.m. to 4:30 p.m. in the Hanford Elementary School District Office – Fiscal Services Department at 714 N. White Street, Hanford, California.

Date to Publish: May 29, 2013

Paper to Publish: Hanford Sentinel
300 West Sixth Street
Hanford, CA 93230
582-0471

Hanford Elementary School District
Minutes of the Regular Board Meeting
May 22, 2013

Minutes of the Regular Board Meeting of the Hanford Elementary School District Board of Trustees on May 22, 2013, at the District Office Board Room, 714 N. White Street, Hanford, CA.

- Call to Order** President Revious called the meeting to order at 5:32 p.m. Trustees Garner, Hernandez, Hill, and Jay were present.
- 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 6:30 p.m.
- HESD Managers Present** Dr. Paul J. Terry, Superintendent, and the following administrators were present: Don Arakelian, Doug Carlton, Anthony Carrillo, Joy Gabler, David Goldsmith, Jaime Martinez, Karen McConnell, Gerry Mulligan, Liz Simas, Jason Strickland, Nancy White, and Diane Williams.
- Expulsions #13-74, 13-80** Trustee Hernandez made a motion to accept the Findings of Fact and expel Cases #13-74 and #13-80 for the remainder of the second semester of the 2012-13 school year for violation of Education Code 48900 and/or 48915 as determined by the Administrative Panel at hearings held on May 20, 2013. Parents may apply for readmission on or after June 7, 2013. Trustee Jay seconded; motion carried 5-0.
- Expulsions #13-75, 13-79** Trustee Hernandez made a motion to accept the Findings of Facts and expel Cases #13-75 and #13-79 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 and 48915 as determined by the Administrative Panel at hearings held May 20, 2013. However, Trustee Hernandez further moved that the parents pay apply for readmission on or after June 7, 2013. If readmission is granted, the expulsion order shall be suspended and the student may attend regular school in probationary status on a Behavior Conditions Plan through January 10, 2014. Trustee Garner seconded; motion carried 5-0.
- Expulsions #13-76, 13-77, 13-78, 13-81** Trustee Hernandez made a motion to accept the Findings of Fact and expel Cases #13-76, 13-77, 13-78, and 13-81 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 and/or 48915 as determined by the Administrative Panel at Hearings held May 20, 2013. Parents may apply for readmission on or after January 10, 2014. Trustee Jay seconded; motion carried 5-0.
- Air Health Award** Karen McConnell, Director of Special Services, introduced Mr. Scott Kessler, of the California Department of Public Health. Mr. Kessler stated that the annual recognition of indoor air quality and asthma management this year was awarded to only one school district: Hanford Elementary School District (HESD). Mr. Kessler presented the district with a trophy and a \$5,000.00 check. Mr. Kessler stated that HESD is distinguished in that it is first among most districts in the state in what it has

accomplished regarding indoor air quality, reduction of asthma triggers in the classroom, non allergenic landscaping, and Open Airways education.

President Revious thanked Mr. Kessler and stated that school nurses have done an outstanding job under the direction of Ms. McConnell, and on behalf of the entire board he offered their compliments for their efforts.

Trustee Jay stated that not only as board member but also as parent of child enrolled in HESD he is thankful for the non allergenic landscaping and other efforts that help keep his daughter healthy and safe at school.

At the request of Trustee Hill, Ms. McConnell reviewed some of the details undertaken by the district: changing filters in classroom HVAC systems; installing low allergen, non-pollen-producing landscaping plants; Open Airways instruction to students about asthma care; utilizing low toxicity cleaning products; incorporating information and alerts from the RAAN air quality monitoring system; coordinating athletic events considering air quality. All of these efforts were achieved by working closely with the Facilities department to develop and coordinate implementation.

**Public Hearing:
Flexibility Transfers**

At 6:46 p.m. President Revious opened the Public Hearing regarding SBX3 4 Tier Three Programs and Flexibility Transfers. Nancy White, Assistant Superintendent Fiscal Services, introduced the item and the Board discussed the proposed use of the funding as presented in the back up packet to the Board Agenda.

At the conclusion of the discussion President Revious called for comments or questions from the public. There being none, President Revious closed the public hearing at 6:50 p.m.

PRESENTATIONS, REPORTS AND COMMUNICATIONS

Public Comments

None.

**Board and Staff
Comments**

Trustee Hill stated that he is "really tickled and excited about the direction the district has taken and is taking."

Superintendent Dr. Terry stated that this morning California State University Fresno announced the appointment of Dr. Joseph Castro as its new president. Dr. Castro is a product of Hanford Elementary School District: Monroe Elementary and Woodrow Wilson Junior High School, before going on to high school, university, and career in higher education. Dr. Terry extends congratulations to Dr. Castro and to Hanford Elementary School District.

**Requests to Address
the Board at Future
Meetings**

None.

Dates to Remember

President Revious reviewed Dates to Remember: June 5 Junior High School promotions; June 7 last day of school; next regular board meeting June 12.

Trustee Garner asked about board meetings in the summer; Dr. Terry stated that there are two scheduled for June, none scheduled for July.

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 3, 2013 and May 10, 2013.
- b) Minutes of the Regular Board Meeting May 8, 2013.
- c) Interdistrict transfers as recommended.
- d) Donation of \$675.20 from Hamilton PTC to Hamilton School.

INFORMATION ITEMS

BP 5131.2

Liz Simas, Child Welfare and Attendance Coordinator, presented for information the following revised Board Policy:

- BP 5131.2 – Bullying

Trustee Garner asked if the district maintains a "hotline"? Ms. Simas stated yes, the district publishes a "Tip Line" telephone number in the parent handbook and on front page of the district website where anyone can call in to report any concerns. Also, Jason Strickland, principal of Kennedy Junior High, stated that the School Resource Officer offers students an additional number to which students can "text a tip" to the officer.

BP 5145.3

Liz Simas, Child Welfare and Attendance Coordinator, presented for information the following revised Board Policy:

- BP 5145.3 – Nondiscrimination/Harassment

BP/AR 6112

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

- BP/AR 6112 – School Day

Student Conduct Code

Superintendent Dr. Terry presented information to the board regarding the review of the district's Student Conduct Code. Principals and administrators have begun review and are recommending some changes to reflect current practices and promote more proactive interventions to reduce expulsions and suspensions. Specifically, rather than the 15th citation resulting in expulsion automatically, it is recommended that the matter would go to the Administrative Panel, not necessarily for expulsion, but perhaps allowing a limited placement in Community Day School without proceeding through expulsion process. This adjustment to the Student Conduct Code would allow the district to use the Administrative Panel process with more flexibility and reduce the suspension/expulsion rate. Expulsions for serious offenses defined under Education Code 48915 would not change. Superintendent Dr. Terry invited the board to advise him of any concerns they may have about this recommended change.

Trustee Hill stated he has had concern with the district's suspension/expulsion rate for some time. He is glad staff is on top of this issue and trying to get in front of it.

President Revious stated that in many cases there will be a principal offender and

those who are accessories. He stated that he's a "big supporter" of the recommended change and noted that it allows a broader range of options.

Trustee Garner noted the advantage of having our own Community Day School where we can work with students to return them to regular school.

Trustee Hill stated, "We are here to save kids, not turn them out."

Trustee Jay stated that the district may need to explore some resource issues if HESD Community Day School, "ends up having more kids in and out."

Trustee Hill stated the district needs to cautiously proceed so that we can maintain balance.

BOARD POLICIES AND ADMINISTRATION

- Consultant Contract** Trustee Garner made a motion to approve consultant contract for Independent Educational Evaluation (IEE). Trustee Jay seconded; motion carried 5-0.
- Consultant Contract** Trustee Jay made a motion to approve consultant contract with "Kids Invent!" through the Lyles Center for Innovation and Entrepreneurship – CSUF. Trustee Hill seconded; motion carried 5-0.
- Consultant Contract** Trustee Hill made a motion to approve consultant contract with "Conscious Teaching." Trustee Hernandez seconded; motion carried 5-0.
- Consultant Contract** Trustee Hill made a motion to approve consultant contract with Rick Morris, Creator of New Management, Inc. Trustee Jay seconded; motion carried 5-0.
- License Agreement** Trustee Hill made a motion to approve renewal of License Agreement with Intel-Assess, Inc. Trustee Hernandez seconded; motion carried 5-0.
- Lease for portable restroom** Trustee Jay made a motion to approve lease for one (1) portable restroom facility. Trustee Hill seconded; motion carried 5-0.

PERSONNEL

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

Item "a" – Employment

Certificated, effective 8/14/13

- Malissa Aguilar, Teacher, Probationary I (rescind)
- Peggy Bell, Teacher, Probationary I
- Nicole Bergman, Teacher, Probationary I
- Raechelle Berna, Teacher, Intern
- Christopher Fannin, Teacher, Probationary I
- Vanessa Gomez, Teacher, Probationary I
- Julie Martinez, Teacher, Probationary I
- Joyce Ramos, Teacher, Probationary I

Temporary Employees/Substitutes/Yard Supervisors

**Item "b" –
 Short-term
 Employment**

- Thomas Green, Substitute Custodian I, effective 4/30/13
 - Guadalupe Jimenez, Substitute Bilingual Clerk Typist I, Clerk Typist I, Translator: Oral Interpreter and Written Translator, effective 5/2/13
 - Susan Tavares, Substitute Custodian I, effective 4/30/13
- CLASSIFIED STAFF – Seamless Summer Meal Program
- Diana Medellin, Supervisor – 5.5 hrs., Food Services, effective 7/12/13 to 7/30/13
 - Anneliese Roa, Program Manager – 5.5 hrs., Food Services, effective 6/21/13 to 7/11/13

**Item "c" –
 Resignations**

- Kayla Bauer, Substitute Alternative Education Program Aide, READY Program Tutor, Special Circumstances Aide, Special Education Aide and Yard Supervisor, effective 1/25/13
- Aven Jones, Yard Supervisor – 1.5 hrs., Hamilton, effective 6/7/13
- Brittany Lovejoy, Teacher, King, effective 6/7/13
- Teresa Puga, READY Program Tutor – 4.5 hrs., Roosevelt, effective 5/24/13

**Item "d" –
 Promotion**

- Don Gonzales, from Groundskeeper II – 8.0 hrs. to Irrigation Specialist – 8.0 hrs., Grounds/DSF, effective 5/13/13

**Item "e" –
 Leave of Absence**

- Melody Drummond, Teacher, Richmond, effective 2013-14 school year, child rearing

**Item "f" –
 Declaration of Need for
 Fully Qualified
 Educators**

- Adopt Declaration of Need for Fully Qualified Educators for 2013-2014 School Year (Title 5, 80026)

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

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

**Item "h" –
 Volunteers**

<u>Name</u>	<u>School</u>
Judy Ames	Hamilton
Kendra Garcia	Jefferson/Simas
Elizabeth Martinez	Richmond
Michal "Mac" McWay	Washington

FINANCIAL

**Education Protection
 Account Fund**

Trustee Hill made a motion to approve spending plan for funds received from the Education Protection Account Fund. Trustee Jay seconded; motion carried 5-0.

Resolution #20-13

Trustee Hill made a motion to approve Resolution #20-13: Revision of the 2012-13 Budget. Trustee Hernandez seconded; motion carried 5-0.

**SBX3-4 Tier Three
 Programs and Flexibility
 Transfers for 2013-14**

Trustee Hill made a motion to approve the 2013-14 SBX3-4 Tier Three Programs and Flexibility Transfers for 2013-14. Trustee Jay seconded; motion carried 5-0.

Adjournment

There being no further business, President Revious adjourned the meeting at 7:22 p.m.

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

Approved:

 Tim Revious, President

 Lupe Hernandez, Clerk

Inters - OUT

No	A/D	Sch Req'd	Home Sch	BD Date
O-238	A	Lemoore	Monroe	6/12/13

No Inters - IN

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Dr. Paul J. Terry

FROM: Debra Colvard

DATE: 6/5/13

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: June 12, 2013

ITEM: Donation of \$100.00 from PG & E Corporation Foundation Matching Gifts Program

PURPOSE: To provide classroom supplies for our students

FISCAL IMPACT: Increase of \$100.00 to account number 0100-0000-0-1110-1000-430001-022-0000

RECOMMENDATIONS: Accept donation.

HANFORD ELEMENTARY SCHOOL DISTRICT
Human Resources Department
AGENDA REQUEST FORM

TO: Dr. Paul Terry
FROM: Diane Williams DW
DATE: June 3, 2013
FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

☒ Information
☐ Action

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **June 12, 2013**

ITEM: Receive the following revised Exhibit for information.

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: Consider for adoption at next regular board meeting.

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.anthemcap.com	1-800-999-7222
<u>NSAPN</u> <u>National Substance Abuse Professional 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: Dr. Paul J. Terry

FROM: Karen McConnell *KM*

DATE: May 23, 2013

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☒ Information
☐ Action

Date you wish to have your item considered: June 12, 2013

ITEM: Receive 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:**

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

Agenda Request Form

TO: Dr. Paul J. Terry

FROM: Gerry Mulligan *GM*

DATE: June 3, 2013

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: June 12, 2013

ITEM:

Consider approval of Architectural Services Agreement with Mangini Associates, Inc. - TPM for the roof replacement of the District Office South Wing.

PURPOSE:

Mangini Associates, Inc. - TPM to provide the District with architectural services for the roof replacement of the District Office South Wing.

FISCAL IMPACT:

The estimated architect's fee for this project is \$6000. This project will be paid from the Capital Facilities Fund (Developer Fees).

RECOMMENDATION:

Approve Architectural Services Agreement with Mangini Associates, Inc. - TPM for the roof replacement of the District Office South Wing.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Dr. Paul Terry
FROM: Liz Simas
DATE: May 15, 2013

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

Date you wish to have your item considered: June 12, 2013

ITEM: Consider for adoption the following revised Board Policy

PURPOSE: The following Board Policy reflect changes (see underlined and strikeouts) that are necessary to align with current practices and procedures as well as recommendations by CSBA due to State and federal law changes.

- BP 5131.2 - Bullying

FISCAL IMPACT (if any): None

RECOMMENDATION (if any): Adopt

Hanford ESD

Board Policy

Bullying

BP 5131.2

Students

The Board of Trustees recognizes the harmful effects of bullying on student learning and school attendance and desires to provide safe school environments that protect students from physical and emotional harm. District employees shall establish student safety as a high priority and shall not tolerate bullying of any student.

No student or group of students shall, through physical, written, verbal, or other means, harass, sexually harass, threaten, intimidate, cyberbully, cause bodily injury to, or commit hate violence against any other student or school personnel.

(cf. 5131 - Conduct)

(cf. 5136 - Gangs)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 5145.9 - Hate-Motivated Behavior)

Cyberbullying includes the transmission of harassing communications, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

(cf. 5145.2 - Freedom of Speech/Expression)

Strategies for bullying prevention and intervention shall be developed with involvement of key stakeholders in accordance with law, Board policy, and administrative regulation governing the development of comprehensive safety plans and shall be incorporated into such plans.

(cf. 0420 - School Plans/Site Councils)

(cf. 0450 - Comprehensive Safety Plan)

(cf. 1220 - Citizen Advisory Committees)

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

(cf. 6020 - Parent Involvement)

Bullying Prevention

To the extent possible, district and school strategies shall focus on prevention of bullying by establishing clear rules for student conduct and strategies to establish a positive, collaborative

school climate. Students shall be informed, through student handbooks and other appropriate means, of district and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for perpetrators of bullying.

(cf. 5137 - Positive School Climate)
(cf. 6164.2 - Guidance/Counseling Services)

The district may provide students with instruction, in the classroom or other educational settings, that promotes effective communication and conflict resolution skills, social skills, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.

(cf. 6163.4 - Student Use of Technology)
(cf. 6142.8 - Comprehensive Health Education)
(cf. 6142.94 - History-Social Science Instruction)

School staff shall receive related professional development, including information about early warning signs of harassing/intimidating behaviors and effective prevention and intervention strategies.

(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

Based on an assessment of bullying incidents at school, the Superintendent or designee may increase supervision and security in areas where bullying most often occurs, such as classrooms, playgrounds, hallways, restrooms, cafeterias.

Intervention

Students are encouraged to notify school staff when they are being bullied or suspect that another student is being victimized. In addition, the Superintendent or designee shall develop means for students to report threats or incidents confidentially and anonymously.

School staff who witness bullying shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

As appropriate, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators. He/she also may involve school counselors, mental health counselors, and/or law enforcement.

Complaints and Investigation

Students may submit to a teacher or administrator a verbal or written complaint of conduct they consider to be bullying. Complaints of bullying shall be investigated and resolved in accordance with ~~site-level grievance~~ the district's uniform complaint procedures specified in AR

~~5145.7 – Sexual Harassment~~ 1312.3 – Uniform Complaint Procedures.

When a student is reported to be engaging in bullying off campus, the Superintendent or designee shall investigate and document the activity and shall identify specific facts or circumstances that explain the impact or potential impact on school activity, school attendance, or the targeted student's educational performance.

When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages sent to them that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated.

If the student is using a social networking site or service ~~that has terms of use that prohibit posting of harmful material; to bully or harass another student,~~ the Superintendent or designee also may file a complaint request with the Internet networking site or service to suspend the privileges of the student and to have the material removed.

Discipline

Any student who engages in bullying on school premises, or off campus in a manner that causes or is likely to cause a substantial disruption of a school activity or school attendance, shall be subject to discipline, which may include suspension or expulsion, in accordance with district policies and regulations.

(cf. 5138 - Conflict Resolution/Peer Mediation)

(cf. 5144 - Discipline)

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

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

(cf. 6159.4 - Behavioral Interventions for Special Education Students)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

32282 Comprehensive safety plan

35181 Governing board policy on responsibilities of students

35291-35291.5 Rules

48900-48925 Suspension or expulsion

48985 Translation of notices

PENAL CODE

647 Use of camera or other instrument to invade person's privacy; misdemeanor

647.7 Use of camera or other instrument to invade person's privacy; punishment

653.2 Electronic communication devices, threats to safety

UNITED STATES CODE, TITLE 47

254 Universal service discounts (e-rate)

COURT DECISIONS

J.C. v. Beverly Hills Unified School District, (2010) 711 F.Supp.2d 1094

Lavine v. Blaine School District, (2002) 279 F.3d 719

Management Resources:

CSBA PUBLICATIONS

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

Providing a Safe, Nondiscriminatory School Environment for All Students, Policy Brief, April 2010

Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2007

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Health Education Content Standards for California Public Schools: Kindergarten Through Grade Twelve, 2008

Bullying at School, 2003

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

Dear Colleague Letter: Harassment and Bullying, October 2010

WEB SITES

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

California Cybersafety for Children: <http://www.cybersafety.ca.gov>

California Department of Education, Safe Schools Office: <http://www.cde.ca.gov/ls/ss>

Center for Safe and Responsible Internet Use: <http://cyberbully.org>

National School Boards Association: <http://www.nsba.org>

National School Safety Center: <http://www.schoolsafety.us>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

Policy HANFORD ELEMENTARY SCHOOL DISTRICT

adopted: ~~August 22, 2012~~ Hanford, California

(3/12) 04/13

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Dr. Paul Terry
FROM: Liz Simas
DATE: May 15, 2013

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

Date you wish to have your item considered: June 12, 2013

ITEM: Consider for adoption the following revised Board Policy

PURPOSE: The following Board Policy reflect changes (see underlined and strikeouts) that are necessary to align with current practices and procedures as well as recommendations by CSBA due to State and federal law changes.

- BP 5145.3 - Nondiscrimination/Harassment

FISCAL IMPACT (if any): None

RECOMMENDATION (if any): Adopt

Hanford ESD

Board Policy

Nondiscrimination/Harassment

BP 5145.3

Students

The Board of Trustees desires to provide a safe school environment that allows all students equal access and opportunities in the district's academic and other educational support programs, services, and activities. The Board prohibits, at any district school or school activity, unlawful discrimination, intimidation, harassment, and bullying of any student. Based on the student's actual race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, or gender expression; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

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

(cf. 5131 - Conduct)

(cf. 5131.2 - Bullying)

(cf. 5137 - Positive School Climate)

(cf. 5145.9 - Hate-Motivated Behavior)

(cf. 5146 - Married/Pregnant/Parenting Students)

(cf. 6164.6 - Identification and Education Under Section 504)

Prohibited discrimination, harassment, intimidation, or bullying includes physical, verbal, nonverbal, or written conduct based on one of the categories listed above that is so severe and pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the effect of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects the student's educational opportunities.

The Board also prohibits any form of retaliation against any student who files a complaint or report regarding an incident of discrimination, harassment, intimidation, or bullying.

(cf. 5145.2 - Freedom of Speech/Expression)

(cf. 6145 - Extracurricular and Co curricular Activities)

(cf. 6145.2 - Athletic Competition)

(cf. 6164.2 - Guidance/Counseling Services)

The principal or designee shall develop a plan to provide students with appropriate accommodations when necessary for their protection from threatened or potentially harassing or discriminatory behavior.

Students who engage in discrimination, intimidation, harassment, bullying or retaliation in

violation of law, Board policy, or administrative regulation shall be subject to appropriate discipline, up to and including counseling, suspension, and/or expulsion. Any employee who permits or engages in harassment or prohibited discrimination, harassment, intimidation, bullying, or retaliation shall be subject to disciplinary action, up to and including dismissal.

(cf. 4118 - Suspension/Disciplinary Action)
 (cf. 4119.21/4219.21/4319.21- Professional Standards)
 (cf. 4218 - Dismissal/Suspension/Disciplinary Action)
 (cf. 5131 - Conduct)

(cf. 5144 - Discipline)
 (cf. 5144.1 - Suspension and Expulsion/Due Process)
 (cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

Grievance Procedures

~~The Board hereby designates~~ the following positions as is designated Coordinators for Nondiscrimination to handle complaints regarding discrimination and harassment and to answer inquiries regarding the district's nondiscrimination policies:

Director of Special Services and/or Coordinator
 Child Welfare and Attendance Office
 714 N. White Street
 Hanford, CA 93232
 (559) 585-3617, (559) 585-3642

(cf. 1312.1 - Complaints Concerning District Employees)
 (cf. 1312.3 - Uniform Complaint Procedures)

Any student who feels that he/she has been subjected to discrimination, harassment, intimidation, or bullying should immediately contact the Director, Coordinator, the principal, or any other staff member. In addition, any student who observes any such incident should report the incident to the Director, Coordinator or principal, whether or not the victim files a complaint.

~~In addition, the employee shall immediately intervene when safe to do so. (Education Code- 234.1)~~ Any school employee who observes an incident of discrimination, harassment, intimidation, or bullying or to whom such an incident is reported shall report the incident to the Coordinator or principal, whether or not the victim files a complaint.

Upon receiving a complaint of discrimination, harassment, intimidation, or bullying, the Director or Coordinator shall immediately investigate the complaint in accordance with site-level grievance procedures specified in AR 5145.7—Sexual Harassment; the district's uniform complaint procedures specified in AR 1312.3 – Uniform Complaint Procedures

(cf. 5145.7 - Sexual Harassment)

~~Within 30 days of receiving the district's report, the complainant may appeal to the Board if he/she disagrees with the resolution of the complaint. The Board shall make a decision at its next regular meeting and its decision shall be final.~~

The Superintendent or designee shall ensure that the student handbook clearly describes the district's nondiscrimination policy, procedures for filing a complaint regarding discrimination harassment, intimidation, or bullying, and the resources that are available to students who feel that they have been the victim of any such behavior. The district's policy may also be posted on the district website or any other location that is easily accessible to students.

When required pursuant to Education Code 48985, complaint forms shall be translated into the student's primary language.

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination
 48900.3 Suspension or expulsion for act of hate violence
 48900.4 Suspension or expulsion for threats or harassment
 48904 Liability of parent/guardian for willful student misconduct
 48907 Student exercise of free expression
 48950 Freedom of speech
 48985 Translation of notices
 49020-49023 Athletic programs
 51500 Prohibited instruction or activity
 51501 Prohibited means of instruction
 60044 Prohibited instructional materials

CIVIL CODE

1714.1 Liability of parents/guardians for willful misconduct of minor

PENAL CODE

422.55 Definition of hate crime
 422.6 Crimes, harassment

CODE OF REGULATIONS, TITLE 5

4600-4687 Uniform Complaint Procedures
 4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1681-1688 Title IX of the Education Amendments of 1972

UNITED STATES CODE, TITLE 42

2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended
 2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964

CODE OF FEDERAL REGULATIONS, TITLE 34

100.3 Prohibition of discrimination on basis of race, color or national origin
 104.7 Designation of responsible employee for Section 504
 106.8 Designation of responsible employee for Title IX
 106.9 Notification of nondiscrimination on basis of sex

COURT DECISIONS

Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567

Flores v. Morgan Hill Unified School District, (2003) 324 F.3d 1130

Management Resources:

CSBA PUBLICATIONS

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

Providing a Safe, Nondiscriminatory School Environment for All Students, Policy Brief, April 2010

CALIFORNIA DEPARTMENT OF EDUCATION LEGAL ADVISORIES

California Student Safety and Violence Prevention - Laws and Regulations, April 2004

FIRST AMENDMENT CENTER PUBLICATIONS

Public Schools and Sexual Orientation: A First Amendment Framework for Finding Common Ground, 2006

NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS

Dealing with Legal Matters Surrounding Students' Sexual Orientation and Gender Identity, 2004

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

Dear Colleague Letter: Harassment and Bullying, October 2010

Notice of Non-Discrimination, January 1999

WEB SITES

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

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

California Safe Schools Coalition: <http://www.casafeschools.org>

First Amendment Center: <http://www.firstamendment.org>

National School Boards Association: <http://www.nsba.org>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

Policy HANFORD ELEMENTARY SCHOOL DISTRICT

adopted: June 16, 2010 Hanford, California

revised: ~~August 22, 2012~~

(08/12) 05/13

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Dr. Paul Terry
FROM: Liz Simas
DATE: May 15, 2013

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

Date you wish to have your item considered: June 12, 2013

ITEM: Consider for adoption the following revised Board Policy and Administrative Regulation.

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

- BP/AR 6112 School Day

FISCAL IMPACT (if any): None

RECOMMENDATION (if any): Adopt

~~CSBA Sample~~
Hanford ESD
Board Policy

---New---

School Day

BP 6112
Instruction

The Governing Board shall fix the length of the school day subject to the provisions of law.
(Education Code 46100)

(cf. 6111 - School Calendar)

The length of the school day shall apply equally to students with disabilities unless otherwise specified in the student's individualized education program or Section 504 plan.

(cf. 6159 - Individualized Education Program)
(cf. 6164.6 - Identification and Education Under Section 504)

The schedule for elementary schools shall include at least one daily period of recess of at least 20 minutes in length in order to provide students with unstructured but supervised opportunities for physical activity.

(cf. 5030 - Student Wellness)
(cf. 6142.7 - Physical Education and Activity)

Legal Reference:

EDUCATION CODE

8970-8974 Early primary program, including extended-day kindergarten
37202 Equal time in all schools
37670 Year-round schools
46010 Total days of attendance
46100 Length of school day
46110-46119 Kindergarten and elementary schools, day of attendance
46140-46147 Junior high school and high school, day of attendance
46160-46162 Alternative schedule - junior high and high school
46170 Continuation schools, minimum day
46180 Opportunity schools, minimum day
46190-46192 Adult education classes, day of attendance
46200-46206 Incentives for longer instructional day and year

48200 Compulsory attendance for minimum school day
48663 Community day school, minimum school day
48800-48802 Concurrent enrollment in community college
51222 Physical education, instructional minutes
51760-51769.5 Work experience education
52325 Regional occupational center, minimum day

Management Resources:

NATIONAL ASSOCIATION FOR SPORT AND PHYSICAL EDUCATION POSITION
STATEMENTS

Recess for Elementary School Students, 2006

STATE BOARD OF EDUCATION POLICY STATEMENTS

99-03 Physical Education (PE) Requirements for Block Schedules, July 2006

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Extending Learning Time for Disadvantaged Students, August 1995

WEST ED PUBLICATIONS

Full-Day Kindergarten: Expanding Learning Opportunities, Policy Brief, April 2005

WEB SITES

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

National Association for Sport and Physical Education: <http://www.aahperd.org/naspe>

State Board of Education: <http://www.cde.ca.gov/re/lr/wt/waiverpolicies.asp>

U.S. Department of Education: <http://www.ed.gov>

WestEd: <http://www.wested.org>

(9/88 11/02) 4/13

Hanford ESD

Administrative Regulation

School Day

AR 6112
Instruction

Kindergarten

Except as otherwise provided by law, the average The minimum school day established for kindergarten students shall be at least three hours 180 minutes, including recesses but excluding noon intermissions but no longer than four hours, excluding recesses. ((Education Code 46111, 46114, 46115, 46117)

Recess may be counted as instructional minutes for purposes of determining the maximum school day if teacher supervision occurs.

~~The maximum school day for kindergarten students shall be four hours (240 minutes), excluding recesses. (Education Code 46111)~~

~~The maximum school day for kindergarten students may be longer than four hours under the following circumstances:~~

~~1. The maximum school day for multitrack year-round schools operating pursuant to Education Code 37670 (a) shall be 265 minutes excluding recesses. (Education Code 46111)~~

~~2. The kindergarten school day may exceed four hours, excluding recess, if the district has established In any district school operating an early primary program pursuant to Education Code 8970-8974 and meets both of the following conditions (Education Code 8973) the kindergarten school day may exceed four hours, excluding recess, if both of the following conditions are met: (Education Code 8973)~~

~~a. 1. The Board of Trustees declares that the extended-day kindergarten program does not exceed the length of the primary school day.~~

~~b. 2. The extended-day kindergarten program includes ample opportunity for both active and quiet activities within an integrated, experiential, and developmentally appropriate educational program.~~

Secondary Schools Grades 1-8

Except as otherwise provided by law, the school day for elementary and middle school students shall be:

1. At least 230 minutes for students in grades 1-3, unless the Board has prescribed a shorter school day because of lack of school facilities requiring double sessions, in which case the minimum school day shall be 200 minutes. (Education Code 46112, 46142)
2. At least 240 minutes for students in grades 4-8 (Education Code 46113, 46142)

In determining the number of minutes for purposes of compliance with the minimum school day for students in grades 1-8, both noon intermissions and recesses shall be excluded. (Education Code 46115)

~~The minimum school day for junior high and high school students shall be 240 minutes unless otherwise provided by law. (Education Code 46141-46147)~~

~~The minimum school day shall be 180 minutes for students enrolled in a continuation high school, continuation education classes, opportunity school or classes, adult education classes, special day or Saturday vocational training program, or specified work experience program. (Education Code 46144, 46170, 46180, 46190)~~

~~Alternative Block Schedule for Junior High and High Schools~~

~~The Board may authorize any student to attend fewer school days in any district junior high or high school as long as the student attends classes for at least 1,200 minutes during any five-school day period or 2,400 minutes during any 10-school day period to accommodate career technical education, regional occupational center and program courses, or block or other alternative school class schedules (Education Code 46160).~~

~~Prior to implementing the block schedule program in which students attend class for fewer school days, the Board shall consult in good faith in an effort to reach agreement with the certificated and classified employees of the school, with the parents/guardians of the students who would be affected by the change, and with the community at large. Such consultation shall include at least one public hearing for which the Board has given adequate notice to the employees and to the parents/guardians of affected students (Education Code 46162)~~

Regulation HANFORD ELEMENTARY SCHOOL DISTRICT
 approved: March 25, 2008 Hanford, California
May 2013

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Dr. Paul Terry
FROM: Liz Simas
DATE: May 30, 2013

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

Date you wish to have your item considered: June 12, 2013


ITEM: Consider for adoption the following revised Administrative Regulation

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

- AR 6185 - Community Day School

FISCAL IMPACT (if any): None

RECOMMENDATION (if any): Adopt



Hanford ESD

Administrative Regulation


Community Day School

AR 6185
Instruction

Involuntary Transfer

A student may be assigned to a community day school only upon meeting one or more of the following conditions:

1. The student is expelled for any reason
2. The student is probation-referred pursuant to Welfare and Institutions Code 300 and/or 602.
3. The student is referred by a school attendance review board (SARB) or other district-level referral process.




The first priority for assignment to a community day school shall be given to students expelled pursuant to Education Code 48915(d). Second priority shall be given to students expelled for other reasons, and third priority shall be given to students referred according to item #2 or #3 above. These priorities are applicable unless the district has an agreement that the County Superintendent of Schools shall serve any of the above students.

In the case of any student who has been identified as eligible for services under the federal Individuals with Disabilities Education Act or Section 504 of the federal Rehabilitation Act of 1973, upon enrollment in Community Day School, an IEP or 504 Team will convene to address student's educational needs.

District-Level Referrals

At least 10 calendar days prior to the involuntary transfer of a student as a result of a district-level referral process, the Superintendent or designee shall provide written notice of the transfer to the student's parent/guardian. The notice shall contain a statement of facts and conditions for admission. The notice shall advise the parent/guardian of the opportunity to inspect and obtain copies of all documents supporting the transfer. In addition, the notice shall also state that the parent/guardian has five school days to request a meeting with the Superintendent or designee to discuss the transfer.



If the Superintendent designates an individual to represent the district at the meeting, the individual so designated shall not be a member of the staff of the school at which the student is currently enrolled. At the meeting, the reason for the transfer shall be reviewed with the

parent/guardian and the parent/guardian may present evidence on the student's behalf.

The Superintendent or designee shall send the parent/guardian written notice of the decision to transfer or not transfer. The Superintendent or designee's decision shall be final.

Instruction

Academic programs offered in the community day school shall be comparable to those available to students of a similar age in the district.

The minimum school day for community day school students shall be 360 minutes of classroom instruction provided by a certificated employee of the district reporting attendance for apportionment purposes. Independent study shall be used as a means of providing any part of this minimum day.

Facilities

The Hanford Elementary School District will use available school facilities conforming with Field Act requirements for the Community Day School Program.

Location of the School Site

The Community Day School program for students in grades ~~1-6~~ K-8 will be situated on a Hanford Elementary School District campus when the Board certifies by a two-thirds vote that no satisfactory alternative facilities are available for a community day school in those grades.

Board certification shall be valid for not more than one school year and may be renewed by a subsequent two-thirds vote of the Board.

Regulation	HANFORD ELEMENTARY SCHOOL DISTRICT
approved:	September 6, 2000 Hanford, California
reviewed:	May 16, 2001
<u>Revised:</u>	

HANFORD ELEMENTARY SCHOOL DISTRICT
AGENDA REQUEST FORM

TO: Paul Terry, Ed.D.

FROM: Doug Carlton

DATE: May 21, 2013

For: ☒ Board Meeting
☐ Superintendent's Cabinet

For: ☐ Information
☒ Action

Date you wish to have your item considered: June 12, 2013

ITEM: Approve Consolidated Application for Funding Categorical Aid Programs (Spring Release)

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

Title I Low Income Students

Title II Teacher Quality

Title III English Learners

Economic Impact Aid Low Income Students and English Learners

FISCAL IMPACT: Approximately \$4.5 million in categorical funding is requested through the Consolidated Application.

RECOMMENDATION: Approve the Consolidated Application for Funding Categorical Aid Programs

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Dr. Paul J. Terry

FROM: Karen McConnell *KM*

DATE: May 29, 2013

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

Date you wish to have your item considered: June 12, 2013

ITEM: Request approval to use Alternative Billing Consultants to process billing submissions for Local Education Agency (LEA) services.**PURPOSE:** As was done in 2012-13, Alternative Billing Consultants would process and submit Hanford Elementary School District's medical billing through Local Education Agency (LEA). For approximately sixteen years, the District has participated in a program between the California Department of Education and the Department of Health Services, which allows school districts to bill Medi-Cal for services provided to Medicaid eligible recipients as a means of obtaining additional federal funds. Reimbursement is given for services already being provided to students.**FISCAL IMPACT:** \$1500 annual fee and an additional \$1.25 per claimable submission.**RECOMMENDATIONS:** Approve

Hanford Elementary School District
HUMAN RESOURCES DEPARTMENT

AGENDA REQUEST FORM

TO: Board of Trustees

FROM: Paul Terry, Ed.D.

DATE: June 3, 2013

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

☐ Information
☒ Action

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: June 12, 2013

ITEM: Consider improvement to the Management/Professional Specialists/ Confidential Employees' Benefits cap to be effective with the 2013-2014 school year.

PURPOSE: To meet the objectives stated in Board Policy/Administrative Regulation 4300, consider improvement of 1.29% to the benefits package to allow SISC Benefit Plan Anthem Classic PPO 80-L (#40724D) to be fully-funded and to assist in reducing the employees' contribution to the other three plans offered. Benefits cap will increase from \$10,490.76 to \$11,810.72.

FISCAL IMPACT: \$64,348 General Purpose Funds; \$17,759 Categorical Funds.

RECOMMENDATION: Approve.

HANFORD ELEMENTARY SCHOOL DISTRICT
Human Resources Department

AGENDA REQUEST FORM

TO: Dr. Paul Terry
FROM: Diane Williams DW
DATE: June 3, 2013
RE: (X) Board Meeting
() Superintendent's Cabinet
() Information
(X) Action

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **June 12, 2013**

ITEM: Consider approval of personnel transactions and related matters.

PURPOSE:

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, Teacher, 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

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

c. Termination of Employment

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

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 Heugly, from Teacher, Wilson to Learning Director, site to be determined, effective 7/25/13

e. More Hours

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

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

g. Administrative Transfers

- Shawn Carreiro, Custodian II – 8.0 hrs., from Lincoln to Kennedy, effective 6/10/13
- Gary Norris, Custodian II – 8.0, 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

h. Short-term Employment**CERTIFICATED STAFF – Extended Learning Opportunities**Migrant 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
- 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 Nuñez, 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 – 7/12/13

- 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 Program Tutor – 6.0 hrs., Richmond, effective 6/13/13 to 6/28/13
- Paul Huerta, READY Program Tutor – 6.0 hrs., Richmond, effective 6/13/13 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 – 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

Short-term Employment**CLASSIFIED STAFF – Seamless Summer Meal Program (cont.)**

- 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 6/12/13 to 8/2/13
- Susan Tavares, Food Service Worker I – 2.5 hrs., Roosevelt, effective 6/10/13 to 8/2/13

i. Job Description

- Director of Curriculum and Instruction (new)

j. Ratify Assistant Superintendent Employment Contracts for 2013-14 (Gov. Code Section 53262)

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

k. Consider approval of Joint Powers Agreement with Tulare County Office of Education, Visalia

- 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.

l. Consider approval of a 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.

m. Volunteers

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

RECOMMENDATION: Approve.

**Hanford Elementary School District
Job Description**

DIRECTOR OF CURRICULUM AND INSTRUCTION

DEFINITION

Under the direction of the Assistant Superintendent, the Director of Curriculum and Instruction provides leadership and expertise in program development, instruction, and professional development.

DISTINGUISHING CHARACTERISTICS

The Director is directly responsible for supporting implementation of a standards-based curriculum and instruction.

SUPERVISION RECEIVED AND EXERCISED

The Director receives general direction from the Assistant Superintendent and exercises functional supervision over certificated and classified staff in the Curriculum and Instruction Department.

ESSENTIAL FUNCTIONS

Assists development of a coherent and cohesive standards-based curriculum.

Coordinates and provides site-level professional development activities to ensure equal access to quality training opportunities, with specific emphasis on activities that support Educationally Disadvantaged Youth, English Language Learners, and Migrant students.

Supervises, plans, and directs a variety of projects and activities related to the District's supplemental programs, including programs that support Educationally Disadvantaged Youth, English Language Learners, and Migrant students

Develops and coordinates a comprehensive professional development program for certificated and management personnel in standards-based curriculum and instruction.

Assists in the selection, training and utilization of Literacy Coaches.

Assists professional development and grade level collaboration sessions during grade level meetings, minimum days and professional development days.

Provides assistance and support to Learning Directors in their development as instructional leaders.

Provides support to the HESD BTSA Induction Program.

Supports and assists the HESD dual-immersion program.

Coordinates the acquisition and utilization of materials to support standards-based differentiated instruction, with specific focus on supporting Educationally Disadvantaged Youth, English Language Learners, and Migrant students.

Assists site administrators in the implementation of demonstration classrooms as a venue for on-going professional development.

NECESSARY EMPLOYMENT STANDARDS

Knowledge of:

School curricular and instructional practices for grades K-8.

Budget development and management.

Strategies for improving overall operations of the District.

Educational leadership strategies for purposes of school improvement.

Skill and Ability to:

Carry out District policies and regulations related to areas of responsibility.

Manage budget for assigned area of responsibility.

Promote articulation of District philosophy, goals, objectives and policies.

Provide leadership and direction to other managers in areas of responsibility.

EDUCATION AND EXPERIENCE

Any combination of education and experience that could likely provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the knowledge, skills, and abilities would be:

Education: Masters Degree

Experience: Four years successful multi-level elementary school teaching experience (K-8), and three years successful administrative experience at school and/or district level.

Licenses and Certificate: A valid California Administrative Services Credential.

WORKING CONDITIONS

Environment: Office environment.

Physical Abilities: Sitting for extended periods of time, hearing and speaking to exchange information and make presentations, vision sufficient to read complex printed materials and monitor financial data.

Adopted:



HANFORD ELEMENTARY SCHOOL DISTRICT

May 24, 2013

CONTINUING OFFER OF CERTIFICATED MANAGEMENT EMPLOYMENT

Name: Gabler, Joy

Social Security #: xxx-xx-1558

Standard work year: 223 days (July 1, 2013 – June 30, 2014)

Position:	Assistant Superintendent, Curriculum, Instruction and Professional Development
Site:	D.O. - Professional Development
Classification:	Permanent
Range & Step:	1-A, 5 - \$114,854.00
Stipends:	Longevity - 20 years - \$4,000.00

Account Number(s):

0100-0000-0-0000-2100-130000-001-0000

Annual Rate:	\$118,854.00	First Payment:	July 31, 2013
Number of Monthly Payments:	12		

In accordance with Education Code - Section 44840, notice of your reelection is hereby given to you.

Authorizing Signature _____

Date _____

ACCEPTANCE OF OFFER

I accept the terms and conditions of the offer of employment above and will report for duty as directed. I hold/will hold the valid California teaching credential(s) listed below which will be recorded at the Kings County Office of Education before the beginning of the school term. I hereby certify that I have not entered into a valid contract of employment with the governing board of any other school district which will in any way conflict with my employment.

Signature: _____

Date: _____

Address: _____

Phone: _____

Note: In accordance with Education Code Section 44842(a), which is printed below, a signed copy of this Offer of Employment must be received by the Hanford Elementary School District Human Resources Department by June 30 of the current year.

44842. Automatic Declining of Employment: (a) If, without good cause, a probationary or permanent employee of a school district fails prior to July 1st of any school year to notify the governing board of the district of his or her intention to remain or not to remain in the service of the district, as the case may be, during the ensuing school year if a request to give such notice, including a copy of this section, shall have been personally served upon the employee, or mailed to him or her by United States certified mail with return receipt requested to his or her last known place of address, by the clerk or secretary of the governing board of the school district, not later than the preceding May 30th, the employee may be deemed to have declined employment and his or her services as an employee of the district may be terminated on June 30th of that year.

Pursuant to Government Code Sections 53260-53264, employee contracts must include a provision limiting the maximum cash settlement the employee may receive upon termination of the contract to an amount equal to the monthly salary multiplied by the number of months left on the unexpired term of the contract. If the unexpired term is greater than 18 months, this maximum is equal to the monthly salary times 18. The cash settlement formula is a cap or ceiling on the amounts that may be paid to an employee and is not a target or example of the amount of the cash settlement to be paid to an employee in all contract termination cases. The cash settlement may not include any noncash items other than health benefits, which may be continued for the unexpired term up to 18 months or until the employee finds other employment, whichever comes first.

Pursuant to Government Code Section 53243 et seq., any cash settlement paid by the District to 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 EMPLOYEE'S criminal defense, all such payments whether for a cash settlement, paid leave or criminal defense costs shall be fully reimbursed by EMPLOYEE to the District if EMPLOYEE is convicted of a crime involving an abuse of office or position as defined in Government Code Section 53243.4.



HANFORD ELEMENTARY SCHOOL DISTRICT

June 24, 2013

EMPLOYMENT AGREEMENT

Effective date: July 1, 2013
 Social Security #: xxx-xx-1942
 Name: White, Nancy
 Date of hire: 11/10/86
 Position: Assistant Superintendent Fiscal Services
 Site: Fiscal Services
 District Status: Permanent
 Position Status: Permanent
 PERS: X
 STRS:
 Hours per day: 8.0
 Months employed: 12
 Standard work year: July 1, 2013 – June 30, 2014
 Range & Step: Management 1-A, Step 5
 Stipends: Longevity: 20 years - \$4,000.00
 Annual Rate: \$118,854.00
 Daily Rate: \$458.90
 Account Number(s): 0100-0000-0-0000-7200-230000-001-0000
 First Payment: July 31, 2013
 Holidays: 14
 Vacation days: 22

Authorizing Signature _____

Date _____

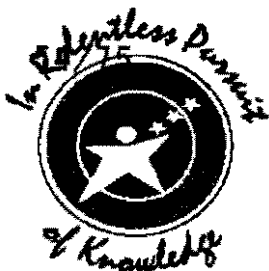
NOTE: December 23 and 30, 2013, are non-work days.

By signature hereon I certify that I have reviewed the information above and agree to the accuracy thereof.

Employee's Signature _____ Date _____

Pursuant to Government Code Sections 53260-53264, employee contracts must include a provision limiting the maximum cash settlement the employee may receive upon termination of the contract to an amount equal to the monthly salary multiplied by the number of months left on the unexpired term of the contract. If the unexpired term is greater than 18 months, this maximum is equal to the monthly salary times 18. The cash settlement formula is a cap or ceiling on the amounts that may be paid to an employee and is not a target or example of the amount of the cash settlement to be paid to an employee in all contract termination cases. The cash settlement may not include any noncash items other than health benefits, which may be continued for the unexpired term up to 18 months or until the employee finds other employment, whichever comes first.

Pursuant to Government Code Section 53243 et seq., any cash settlement paid by the District to 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 EMPLOYEE'S criminal defense, all such payments whether for a cash settlement, paid leave or criminal defense costs shall be fully reimbursed by EMPLOYEE to the District if EMPLOYEE is convicted of a crime involving an abuse of office or position as defined in Government Code Section 53243.4.



HANFORD ELEMENTARY SCHOOL DISTRICT

May 24, 2013

CONTINUING OFFER OF CERTIFICATED MANAGEMENT EMPLOYMENT

Name: Williams, Diane

Social Security #: xxx-xx-1801

Standard work year: 223 days (July 1, 2013 – June 30, 2014)

Position:	Assistant Superintendent, Human Resources
Site:	D.O. - Human Resources
Classification:	Permanent
Range & Step:	1-A, 5 - \$114,854.00
Stipends:	Longevity - 20 years - \$4,000.00

Account Number(s):

0100-0000-0-0000-7200-130000-001-0000

Annual Rate:	\$118,854.00	First Payment:	July 31, 2013
Number of Monthly Payments:	12		

In accordance with Education Code - Section 44840, notice of your reelection is hereby given to you.

Authorizing Signature _____

Date _____

ACCEPTANCE OF OFFER

I accept the terms and conditions of the offer of employment above and will report for duty as directed. I hold/will hold the valid California teaching credential(s) listed below which will be recorded at the Kings County Office of Education before the beginning of the school term. I hereby certify that I have not entered into a valid contract of employment with the governing board of any other school district which will in any way conflict with my employment.

Signature: _____

Date: _____

Address: _____

Phone: _____

Note: In accordance with Education Code Section 44842(a), which is printed below, a signed copy of this Offer of Employment must be received by the Hanford Elementary School District Human Resources Department by June 30 of the current year.

44842. Automatic Declining of Employment: (a) If, without good cause, a probationary or permanent employee of a school district fails prior to July 1st of any school year to notify the governing board of the district of his or her intention to remain or not to remain in the service of the district, as the case may be, during the ensuing school year (if a request to give such notice, including a copy of this section, shall have been personally served upon the employee, or mailed to him or her by United States certified mail with return receipt requested to his or her last known place of address, by the clerk or secretary of the governing board of the school district, not later than the preceding May 30th, the employee may be deemed to have declined employment and his or her services as an employee of the district may be terminated on June 30th of that year.

Pursuant to Government Code Sections 53260-53264, employee contracts must include a provision limiting the maximum cash settlement the employee may receive upon termination of the contract to an amount equal to the monthly salary multiplied by the number of months left on the unexpired term of the contract. If the unexpired term is greater than 18 months, this maximum is equal to the monthly salary times 18. The cash settlement formula is a cap or ceiling on the amounts that may be paid to an employee and is not a target or example of the amount of the cash settlement to be paid to an employee in all contract termination cases. The cash settlement may not include any noncash items other than health benefits, which may be continued for the unexpired term up to 18 months or until the employee finds other employment, whichever comes first.

Pursuant to Government Code Section 53243 et seq., any cash settlement paid by the District to 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 EMPLOYEE'S criminal defense, all such payments whether for a cash settlement, paid leave or criminal defense costs shall be fully reimbursed by EMPLOYEE to the District if EMPLOYEE is convicted of a crime involving an abuse of office or position as defined in Government Code Section 53243.4.

Fiscal Years: 2013-2014 and 2014-2015

Hanford Elementary School District
District

JOINT POWERS AGREEMENT

*Among a Group of School Districts
Referred to Herein as*

THE EMPLOYER/EMPLOYEE RELATIONS SUPPORT SERVICES

THIS JOINT POWERS AGREEMENT is entered into by, between, and among those California Public School Districts designated below who are, or hereafter become parties hereto and who have duly executed or hereafter duly execute this Agreement: which school districts, as a group, are hereinafter referred to as "Employer/Employee Relations Council." The term "school district" as used herein includes "county superintendent of schools" and "county board of education" when parties hereto.

WITNESSETH:

WHEREAS, public school districts have common problems in employer/employee relations; and

WHEREAS, Section 53060 of the California Government Code authorizes public school districts to contract for special services and advice in financial, economic and administrative matters with specially trained, experienced and competent persons; and

WHEREAS, Section 35205 of the California Education Code authorizes public school districts to contract with a qualified attorney in private practice to provide specialized legal service; and

WHEREAS, Section 35172 of the California Education Code authorizes public school districts to join with other school districts in the conduct of studies in connection with the present and future management, conditions and needs of the schools; and

WHEREAS, the public school districts who are, or hereafter become signatory to this Agreement, deem it desirable to study and review the problems unique to employer/employee relations, to communicate among themselves and to seek expert legal services for advice on matters relating to employer/employee relations; and

WHEREAS, Section 6500 et. seq. of the California Government Code authorizes public agencies to exercise jointly any powers common to them;

NOW, THEREFORE, the parties to this agreement and each of them hereby agree as follows:

I. PURPOSES OF THE EMPLOYER/EMPLOYEE RELATIONS COUNCIL

a. The purposes of the Employer/Employee Relations Council, hereinafter called "Council," shall be to study and review the problems unique to employer/employee relations, to communicate among the member districts in seeking solutions to such problems, and to seek and share expert legal services and advice on matters relating to employer/employee relations.

b. The Council shall not be a separate entity.

II. MEMBERSHIP IN THE COUNCIL

a. Membership in the Council shall consist of all school districts which are or hereafter become, parties to the Joint Powers Agreement. Each member school district shall exercise the right and perform duties incident to membership in the Council only in accordance with the provisions of this Joint Powers Agreement.

b. California school districts concerned with problems of employer/employee relations in education may become members of the council by entering into this Joint Powers Agreement, provided that an application for such membership is first approved by the Superintendent of Schools of Tulare County. Following such approval, membership shall become effective at such time as the district executes a counterpart original copy of this Agreement, and files a copy of it with the Superintendent of Schools of Tulare County or his designee.

III. GOVERNANCE OF THE COUNCIL

a. Policy. The policy of the Council shall be set by the members. The governing board of each member district shall designate in writing a representative and an alternate, a copy of such designation shall be filed with the Superintendent of Schools of Tulare County or his designee.

b. Quorum and Voting. Designated representatives or their alternates present shall constitute a quorum for voting. Each member district shall be entitled to one (1) vote. Except as otherwise provided herein, all matters pending before the Council shall be decided by majority vote of those present at a meeting. An abstention from voting shall not be counted. The "ayes" and "noes" shall be taken and entered in the minutes. Voting by proxy shall not be permitted.

c. Compensation. Each designated representative shall serve without monetary compensation from the Council.

d. Administrative Officer. The Superintendent of Schools of Tulare County, or his designee, is hereby designated as the Coordinator or Administrator of the Council.

e. Meetings. The Administrative Officer shall call meetings as necessary. The Administrative Officer shall call meetings upon the written request of a majority of the membership of the Council.

f. Specific Powers and Duties of the Administrative Officer. Specific powers and duties of the Administrative Officer are:

- (1) Administration of Contract. He shall administer this Contract on behalf of all member districts.
- (2) Contract for Attorney. The Council will recommend a law firm which may perform legal services for districts. However, these services are not to usurp the authority of County Counsel described in Education Code compliance sections 35204 and 35206. (In essence our labor negotiator shall maintain a consultative-harmonious relationship with County Counsel.) Such additional services will be arranged between the individual district and the law firm.

(a) Support Services. Is defined to include the following:

- (1) Conducting periodic meetings to discuss recent legislation and case law affecting labor relations;
- (2) Providing up to five hours of telephone conversation with the legal firm regarding items on negotiations;
- (3) Issue periodic newsletter regarding legal developments pertinent to school districts.

IV. FEES

a. Annual Fee. Each district party or district which hereafter becomes a party to this Agreement shall pay an annual fee as follows:

Employer/Employee Support Service, Three Hundred Dollars (\$350) for all member districts regardless of size.

b. Payment of Fees. Each district joining for the support services shall pay the annual fee on or before January 1, 2014. The second year annual fee for services shall be paid on or before January 1, 2015.

Districts joining after July 1, 2013, or July 1, 2014, shall pay the entire annual fee.

All funds contributed shall be deposited in a common fund to be known as the Consortium Legal Fund, which will be collected, administered and disbursed by the Administrator or Coordinator of the County for services rendered in the area of Employer/Employee Relations Support Services.

V. TERM AND DISSOLUTION

Term. This Joint Powers Agreement shall be effective on July 1, 2013, and shall continue until midnight, June 30, 2015. In the event that the Council is dissolved, all fees in excess of costs and expenses shall be returned to each district on a prorated basis. A school district may terminate this Agreement by giving written notice at least ninety (90) days in advance to the County Superintendent of Schools.

VI. ASSIGNMENT

No party to the Joint Powers Agreement may sell, sub-contract, assign or transfer any interest or obligation in the Joint Agreement without the written consent of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Joint Powers Agreement to be executed on their behalf by their duly authorized representatives on the respective dates indicated below.

Services Charged for 2013-2014:

1. Employer/Employee Support Services:


a. \$350 for all districts regardless of size \$350

Annually \$350.00Services Charged for 2014-2015:

1. Employer/Employee Support Services:

a. \$350 for all districts regardless of size \$350

Annually \$350.00Total Amount Authorized for 2013-2015 \$700.00

Authorized SignatureHanford Elementary School District
School District
County Superintendent of Schools

Date of Governing Board Action



SUPERVISED FIELDWORK AGREEMENT

Please check below all the applicable supervised fieldwork in which in your District will be participating with Brandman University Visalia Campus.

TEACHER EDUCATION

☒

SCHOOL PSYCHOLOGY

☐ n/a

SCHOOL COUNSELING

☐ n/a

EDUCATION ADMINISTRATION

☐ n/a

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

I. RESPONSIBILITIES OF THE UNIVERSITY

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

II. RESPONSIBILITIES OF THE FIELDWORK SITE

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

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

III. THE PARTIES MUTUALLY AGREE

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

- G. The parties mutually agree each shall provide and maintain commercial general liability insurance or self-insurance acceptable to both parties in the minimum amounts of \$1,000,000 per occurrence, \$3,000,000 general aggregate and upon request shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Agreement. Except for ten (10) days notice of non-payment of premium, the Parties will require 30 days written notice for any policies that are canceled, non-renewed, or coverage/limits that are reduced or materially altered.
- H. Both parties acknowledge they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.
- I. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- J. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

FIELDWORK SITE CONTACT INFORMATION:

Hanford Elementary School District
 P.O. Box 1067
 Hanford, CA 93232
 Attn: Diane Williams
 Assistant Superintendent, Human Resources
 Tel: (559) 585-3619

UNIVERSITY CONTACT INFORMATION:

Brandman University
 16355 Laguna Canyon Road
 Irvine, CA 92618
 Attn: School of Education, Dean
 Tel: (949) 341-9811

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

IV. TERM AND TERMINATION OF AGREEMENT

- A. THE TERM of this Agreement shall be effective 05/01/2013 (Cannot be older than older than 2 months from signature date) and shall continue in full force and effect through 04/30/2018(not to exceed 5 years). This Agreement may be renewed for one (1) additional term of the contract by mutual written consent of the parties.
- B. THIS AGREEMENT may be terminated by either the UNIVERSITY or the FIELDWORK SITE with or without cause upon thirty (30) days written notice provided that (subject to the other terms of this Agreement) all students performing fieldwork at the time of notice of termination are given the opportunity to complete their fieldwork at the Fieldwork Site.

SIGNATURES:

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

UNIVERSITY: Signature: _____
 Name: Gary Brahim
 Title: Chancellor
 Date: _____

HANFORD ELEMENTARY SCHOOL DISTRICT

Agenda Request Form

TO: Dr. Paul J. Terry

FROM: Nancy White

DATE: June 3, 2013

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: June 12, 2013

ITEM:

Consider approval of Resolution #21-13: Board Delegation of Powers/Duties of Governing Board (Ed. Code Sec. 35161).

PURPOSE:

This authorization would allow the Assistant Superintendent of Fiscal Services, Nancy White, to make any final intrafund budget revisions necessary so that major expenditure classifications within a fund would not be over expended. The need for further budget revisions is not anticipated; however, the need may arise.

This authorization will also allow for transfers for cash flow purposes to be made if necessary.

FISCAL IMPACT:

None.

RECOMMENDATION:

Approve Resolution #21-13: Board Delegation of Powers/Duties of Governing Board (Ed. Code Sec. 35161).

RESOLUTION NO. 21-13

**RESOLUTION OF THE GOVERNING BOARD
OF THE
HANFORD ELEMENTARY SCHOOL DISTRICT**

**BOARD DELEGATION OF POWERS/DUTIES OF GOVERNING BOARD
(EDUCATION CODE §35161)**

WHEREAS, Education Code § 35161 provides that “the governing board of any school district may execute any powers delegated by law to it or to the district of which it is the governing board, and shall discharge any duty imposed by law upon it or upon the district of which it is the governing board . . .”; and

WHEREAS, Stats. 1987, c. 1452, § 200, effective January 1, 1988, amended Education Code § 35161 and added the following new language which provides further that the governing board “ . . . may delegate to an officer or employee of the district any of those powers or duties. The governing board; however, retains ultimate responsibility over the performance of those powers or duties so delegated . . .”, and

WHEREAS, the Governing Board of the Hanford Elementary School District recognizes that while the authority provided in Education Code § 35161 authorizes the Board to delegate any of its powers and duties, the Governing Board retains the ultimate responsibility over the performance of those powers or duties.

NOW THEREFORE, BE IT RESOLVED that in accordance with the authority provided in Education Code § 35161, the Governing Board of the Hanford Elementary School District hereby delegates the authority to act on its behalf in performance of the duties and powers granted to the Board in law to the following officers or employees of the district and for the responsibilities and period of time indicated below:

Board-Delegated Power Or Duty Including Any Limitations Or Restrictions Applicable Thereto	Board-Authorized District Employee/Officer	Board-Authorized Time Period
2012/13 Budget Revisions	Nancy White	07/01/13 – 10/15/13
Interfund Transfers for Cash Flow Purposes	Nancy White	07/01/13 – 10/15/13

Resolution No. 21-13
Page 2

The adoption of the foregoing resolution was moved by Board Member _____, seconded by Board Member _____, and passed by _____ vote of Board Members present.

I, Paul J. Terry, Ed.D., Secretary of the Governing Board of the Hanford Elementary School District hereby certify that the foregoing is a true and correct copy of a Resolution duly made, adopted and entered in the Board minutes of the Governing Board meeting on the 12th day of June 2013.

Secretary, Governing Board

HANFORD ELEMENTARY SCHOOL DISTRICT

Agenda Request Form

TO: Dr. Paul J. Terry
FROM: Nancy White
DATE: June 3, 2013
FOR: (X) Board Meeting
 () Superintendent's Cabinet
FOR: () Information
 (X) Action

Date you wish to have your item considered: June 12, 2013

ITEM:

Consider approval of 2013/14 spending plan for funds received from the Education Protection Account Fund.

PURPOSE:

The Education Protection Account (EPA) Fund is funding derived from the passage of the Proposition 30 tax measure last November. The availability of these funds prevented additional Revenue Limit reductions. Therefore, these funds are not additional funds to school districts; they merely replace what would have been lost. There are, however, additional requirements for the receipt of this funding, one of which requires that Board action be taken during a public meeting to approve a spending plan for funds received from EPA. Account funds cannot be used for salaries or benefits of administrators or any other administrative costs.

FISCAL IMPACT:

The estimated 2013-14 EPA Entitlement for Hanford Elementary is \$4,234,900. The proposed spending plan is to budget these funds to offset a portion of existing teacher salaries and benefits as follows:

Object Code	Description	Budget Amount
	CERTIFICATED SALARIES	
110000	Teacher Salaries	\$3,256,216
	Total 100000's	3,256,216
	EMPLOYEE BENEFITS	
310100	STRS (State Teachers Retirement System)	\$268,640
330100	Medicare	47,216
340100	Health & Welfare Benefits	611,376
350100	Unemployment Insurance	1,630
360100	Workers' Compensation Insurance	49,822
	Total 300000's	\$978,684
TOTAL SPENDING PLAN FOR EPA FUNDS		\$4,234,900

RECOMMENDATION:

Approve 2013/14 spending plan for funds received from the Education Protection Account Fund.

HANFORD ELEMENTARY SCHOOL DISTRICT

Agenda Request Form

TO: Dr. Paul J. Terry

FROM: Nancy White

DATE: June 3, 2013

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: June 12, 2013

ITEM:

Consider adoption of the 2013/14 Hanford Elementary School District Budget.

PURPOSE:

State law provides that the school district has the responsibility of adopting its budget for the fiscal year prior to the 1st of July each year. The district budget development processes, as directed by BP 3000 and BP 3100, have been followed. The district budget has been prepared from the best possible estimates that individual schools and district administrative staff can provide. The district budget has been developed in accordance with standards and criteria for fiscal accountability adopted by the State Board of Education (Education Code 33129). The proposed district budget is a responsible budget with spending priorities which reflect the district's vision and goals.

FISCAL IMPACT:**RECOMMENDATION:**

We recommend the 2013/14 budget be adopted.

HANFORD ELEMENTARY SCHOOL DISTRICT

Agenda Request Form

TO: Dr. Paul J. Terry

FROM: Nancy White

DATE: June 3, 2013

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: June 12, 2013

ITEM:

Consider approval of legal services agreements and fees for fiscal year 2013-14.

PURPOSE:

To authorize legal services contracts and the fees proposed for 2013-14 (see attachment) with:

- Atkinson, Andelson, Loya, Ruud & Romo
- Dannis, Woliver, Kelley
- Griswold, LaSalle, Cobb, Dowd & Gin

FISCAL IMPACT:

Legal services are only used on an as needed basis. Fees charged are paid from General Fund – General Purpose Funds.

RECOMMENDATION:

Approve legal services agreements as listed above for 2013-14.

Hanford Elementary School District

LEGAL SERVICES FEES FOR 2013-14

Legal Service Provider	2013-14 Rates	Increase
Atkinson, Andelson, Loya, Ruud & Roma		
SPECIALITY: General Legal Matters; Personnel and Labor Relations		
Attorneys	\$190 - \$200/hour	Increase \$10 - \$15
Associates	\$185/hour	Increase \$10
Non-Legal Consultants	\$160/hour	New
Paralegals/Legal Assistants	\$135/hour	No change

Dannis, Woliver, Kelley

SPECIALITY: General Legal Matters; Special Education Matters

Attorneys	\$225 - \$300/hour	No change
Associates	\$185 - \$225/hour	No change
Paralegals/Law Clerks	\$120 - \$140/hour	No change

Griswold, LaSalle, Cobb, Dowd & Gin

SPECIALITY: General Legal Matters; Defense Attorneys

Attorneys	\$170 - \$215/hour	No change
Paralegals	\$90/hour	No change
Legal Assistants	\$25 - \$50/hour	No change

HANFORD ELEMENTARY SCHOOL DISTRICT

Agenda Request Form

TO: Dr. Paul J. Terry

FROM: Nancy White

DATE: June 3, 2013

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: June 12, 2013

ITEM:

Consider approval of consultant contract with Mandate Resource Services, LLC for the preparation of Mandated Cost Claims.

PURPOSE:

Article XIII B, section 6 of the California State Constitution allows school districts to recover costs for providing State mandated services. Costs mandated by the State means any increased cost which a school district is required to incur as a result of any statute or executive order, which mandates a new program or higher level of service of an existing program.

We currently claim reimbursement for approximately 20 mandates. We would like to renew the contract we entered into last year with Mandate Resource Services, LLC to prepare our claims. The cost of hiring a consultant to prepare the district's mandated cost claims is reimbursable.

FISCAL IMPACT:

The \$5,800 fee for this contract would be paid from the General Fund. However, as mentioned above, this cost may be claimed under the cost of preparing mandated cost claims mandate and is reimbursable.

RECOMMENDATION:

Approve consultant contract with Mandate Resource Services, LLC for the preparation of Mandated Cost Claims.

HANFORD ELEMENTARY SCHOOL DISTRICT

Agenda Request Form

TO: Dr. Paul J. Terry

FROM: Nancy White

DATE: June 3, 2013

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: June 12, 2013

ITEM:

Consider approval of contract with School Facility Consultants.

PURPOSE:

School Facility Consultants will provide the District with advisory services related to school facilities funding, financing and planning; including, but not limited to the State's new construction and modernization programs, financial hardship funding and eligibility maximization.

FISCAL IMPACT:

Fees for these services are \$80 - \$190 per hour as needed. The cost will be paid for from the facilities budget in the General Fund.

RECOMMENDATION:

Approve contract with School Facility Consultants.

HANFORD ELEMENTARY SCHOOL DISTRICT

Agenda Request Form

TO: Dr. Paul J. Terry

FROM: Nancy White

DATE: June 3, 2013

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

FOR: () Information
(X) Action

Date you wish to have your item considered: June 12, 2013

ITEM:

Consider approval of consultant agreement with Government Financial Strategies.

PURPOSE:

Government Financial Strategies has provided financial advisory services for the District in the past, including for both of our G. O. Bonds. They continue to provide services to the District in other aspects of financial planning.

FISCAL IMPACT:

Services are billed on an hourly basis at \$225 per hour plus expenses.

RECOMMENDATION:

Approve consultant agreement with Government Financial Strategies.

HANFORD ELEMENTARY SCHOOL DISTRICT

Agenda Request Form

TO: Dr. Paul J. Terry

FROM: Nancy White

DATE: June 3, 2013

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: June 12, 2013

ITEM:

Consider approval of consultant contract with Mangini Associates, Inc. - TPM.

PURPOSE:

Mangini Associates, Inc. - TPM to provide the District with architectural services for work related to projects that arise during the 2013-14 school year.

FISCAL IMPACT:

Expenditures only as necessary would be paid from the Developer Fees Fund and/or the General Fund.

RECOMMENDATION:

Approve consultant contract with Mangini Associates, Inc. – TPM.

HANFORD ELEMENTARY SCHOOL DISTRICT

Agenda Request Form

TO: Dr. Paul J. Terry

FROM: Nancy White

DATE: June 3, 2013

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

FOR: () Information
(X) Action

Date you wish to have your item considered: June 12, 2013

ITEM:

Consider renewal of lease agreement with Mobile Modular Management Corporation for twelve (12) portable classrooms.

PURPOSE:

The District entered into a two-year lease renewal with Mobile Modular Management Corporation in 2011 for these twelve (12) portable classrooms. The lease will expire June 30, 2013. These portable classrooms are still needed. We would like to renew the lease for two (2) additional years.

Hamilton School	2 portable classrooms
Monroe School	5 portable classrooms
Washington School	3 portable classrooms
Wilson Jr. High School	2 portable classrooms

FISCAL IMPACT:

The cost for this lease will be \$3960 per year per portable classroom. This cost will be paid for from Developer Fees.

RECOMMENDATION:

Approve renewal of lease agreement with Mobile Modular Management Corporation for twelve (12) portable classrooms for two years.

HANFORD ELEMENTARY SCHOOL DISTRICT

Agenda Request Form

TO: Dr. Paul J. Terry

FROM: Nancy White

DATE: June 3, 2013

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: June 12, 2013

ITEM:

Consider renewal of lease agreement with Designed Mobile Systems, Inc. for one (1) portable classroom.

PURPOSE:

The District entered into a two-year lease renewal with Designed Mobile Systems, Inc. in 2011 for this portable classroom. The lease will expire June 30, 2013. This portable classroom is still needed. It is located at Lincoln School. We would like to renew the lease for two (2) additional years.

FISCAL IMPACT:

The cost for this lease will be \$4800 per year per portable classroom. This cost will be paid for from Developer Fees.

RECOMMENDATION:

Approve renewal of lease agreement with Designed Mobile Systems, Inc. for one (1) portable classroom.

