

Hanford Elementary School District

REGULAR BOARD MEETING AGENDA

Wednesday, August 13, 2014

HESD District Office Board Room

714 N. White Street, Hanford, CA

OPEN SESSION

5:30 p.m.

- Call to Order
- Members present
- Pledge to the Flag

1. PRESENTATIONS, REPORTS AND COMMUNICATIONS

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

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

2. CONSENT ITEMS

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

- a) Approve warrant listings dated June 20, 2014; June 30, 2014; July 2, 2014; July 7, 2014; July 11, 2014; July 18, 2014; July 25, 2014; and August 1, 2014.
- b) Approve minutes of Regular Board Meeting June 25, 2014.

3. INFORMATION ITEMS

- a) Receive quarterly report on Williams Uniform Complaints. (Terry)
- b) Receive for information Tentative Agreements for a Successor Contract with the California School Employees Association (CSEA) as well as proposed Classified Salary Schedule. (Williams)
- c) Receive the following revised Board Policy for information: (Martinez)
 - BP 4313.3 – Work Year (revised)
- d) Receive the following revised Administrative Regulation for information: (Martinez)
 - AR 4156.4, 4256.4, 4356.4 – Use of District or Personal Automobiles
- e) Receive the following revised Board Policy for information: (Martinez)
 - BP 4362 – Vacation and Holidays (revised)

- Materials related to an item on this agenda submitted to the Board after distribution of the agenda packet are available for public inspection at the Superintendent's Office located at 714 N. White Street, Hanford, CA during regular business hours.
- Any individual who requires disability-related accommodations or modifications, including auxiliary aids and services, in order to participate in the Board meeting should contact the Superintendent in writing.

4. BOARD POLICIES AND ADMINISTRATION

- a) Consider declaring as obsolete mathematics instructional materials from the 2007 State Board of Education (SBE) approved mathematics adoption. (Gabler)
- b) Consider approval of Memorandum of Understanding ("MOU") between Kings View Counseling Services for Kings County and the Hanford Elementary School District. (McConnell)
- c) Consider approval of Memorandum of Understanding ("MOU") between Teresa A. Jaquez, LMFT and the Hanford Elementary School District. (McConnell)
- d) Consider adoption of the following new Board Policy and Administrative Regulation: (Terry)
 - BP/AR 0460 – Local Control and Accountability Plan (new)
- e) Consider adoption of the following new Administrative Regulation: (Terry)
 - AR 5143.2 – Nondiscrimination/Harassment (new)
- f) Consider approval of the following Exhibit to Board Bylaw: (Terry)
 - Exhibit to BB 9250 – Remuneration, Reimbursement, and Other Benefits

5:45 p.m.

Public Hearing: General waiver request of Title 5 CCR section 3051.16(b)(3): Certification Requirements for Educational Interpreters for Deaf and Hard of Hearing Pupils. (Martinez)

5. PERSONNEL (Martinez)

a) Employment

Certificated, effective 8/11/14

- Greg Brown, Teacher, Probationary
- Patricia Dondero, Teacher, Probationary
- Annise Magpayo, Teacher, Probationary
- Kathleen Salyer, School Nurse, Probationary

Classified

- Kyla Baker, Account Technician III – Accounts Payable/Procurement – 8.0 hrs., Fiscal Services, effective 7/8/14
- Jamie Barron, Food Service Worker I – 2.5 hrs., Roosevelt, effective 8/13/14
- Aristeo Calvillo, Bilingual Clerk Typist II – 8.0 hrs., Hamilton, effective 7/30/14
- Connie Casarez, Food Service Worker I – 3.25 hrs., Richmond, effective 8/13/14
- Melinda Casarez, READY Program Tutor – 4.5 hrs., Roosevelt, effective 8/8/14
- Yessenia Chacon, Bilingual Clerk Typist II – 5.0 hrs., King, effective 7/30/14
- Lauren Church, READY Program Tutor – 4.5 hrs., Washington, effective 8/8/14
- Sarah Coakley, Media Services Aide – 5.0 hrs., Wilson, effective 7/30/14
- Kendra Howlett, Special Education Aide – 5.0 hrs., Hamilton, effective 8/14/14
- Diana Lugo, READY Program Tutor – 4.5 hrs., Jefferson, effective 8/11/14
- Anna Moreno, Educational Interpreter – 6.5 hrs., Hamilton, effective 8/12/14
- Brardi Perez, READY Program Tutor – 4.5 hrs., Richmond, effective 8/8/14
- Sarah Semple, Media Services Aide – 5.5 hrs., King, effective 7/30/14
- Sylvia Solorio, Special Circumstance Aide – 5.75 hrs., Monroe, effective 8/14/14
- Ashley Urbano, Special Education Aide – 5.0 hrs., Lincoln, effective 8/14/14
- Jacqueline Vargas, READY Program Tutor – 4.5 hrs., Richmond, effective 8/8/14

Temporary Employees/Substitutes/Yard Supervisors

- Renee Barker, Yard Supervisor – 1.5 hrs., Monroe, effective 8/14/14
- Nydia Caballero, Substitute READY Program Tutor, Translator: Oral Interpreter and Written Translator, effective 8/14/14
- Connie Cavazos, Yard Supervisor – 2.0 hrs., Richmond, effective 8/14/14
- Marie Gallegos, Yard Supervisor – 3.25 hrs., Kennedy, effective 8/14/14
- Michael Hernandez, Substitute Custodian I, effective 7/15/14
- Guadalupe Lopez, Substitute Yard Supervisor, effective 8/14/14
- Memory Oebel, Substitute Yard Supervisor, effective 8/14/14; Short-term Yard Supervisor - .75 hrs., King, effective 8/14/14 to 10/31/14
- Anthony Ortiz, Substitute Custodian II, effective 7/25/14
- Sherman Royal, Short-term Custodian II – 8.0 hrs., Richmond, effective 7/1/14 to 8/27/14
- Zachary Stewart, Short-term Custodian II – 8.0 hrs., Lincoln, effective 7/1/14 to 7/31/14
- Stephanie Treviño, Yard Supervisor – 1.0 hr., Jefferson, effective 8/14/14
- Jennifer Yang, Substitute READY Program Tutor and Yard Supervisor, effective 8/14/14; Short-term Yard Supervisor – 2.25 hrs., Roosevelt, effective 8/14/14 to 10/31/14

b) Resignations

- Yvette Alvarez, Substitute Yard Supervisor, effective 4/2/14
- Donna Carpenter, Substitute Alternative Education Program Aide and Special Education Aide, effective 1/14/12
- Sharon Cronk, Learning Director, Washington, effective 6/13/14
- Henry Allen Gonzales, Substitute READY Program Tutor, effective 6/8/14
- Ashley Lizotte, READY Program Tutor – 4.5 hrs., Roosevelt, effective 6/6/14
- Jesse Padilla, Substitute Clerk Typist I, READY Program Tutor, Yard Supervisor, effective 6/13/14
- Melanie Peichoto, READY Program Tutor – 4.5 hrs., Monroe, effective 6/6/14
- Jose Picazo, Substitute Custodian I and Groundskeeper I, effective 10/1/13
- Anselmo "Sam" Rivas, Custodian II – 8.0 hrs., Lincoln, effective 7/2/14

c) Promotion

- Danny Sheldon, from Groundskeeper II – 8.0 hrs., to Irrigation Specialist – 8.0 hrs., Grounds/DSF, effective 7/1/14
- Anthony Silva, from Groundskeeper II – 8.0 hrs., to Irrigation Specialist – 8.0 hrs., Grounds/DSF, effective 7/1/14

d) Promotion/Transfer

- Don Gonzales, from Irrigation Specialist – 8.0 hrs., Grounds/DSF to Maintenance II - - 8.0 hrs., Maintenance/DSF, effective 7/1/14
- Cristy Goins, from Teacher, Wilson to Learning Director, Kennedy, effective 7/30/14
- Jennifer Henderson, from Induction Coach, Curriculum, Instruction and Professional Development to Learning Director, Washington, effective 7/30/14

e) Promotion/Transfer/More Hours

- Monique Carlos, from READY Program Tutor – 4.5 hrs, Roosevelt to Media Services Aide – 5.5 hrs., Jefferson, effective 7/30/14
- Erika Castorena, from Bilingual Clerk Typist II – 5.0 hrs., to Child Welfare and Attendance Specialist – 8.0 hrs, Child Welfare and Attendance/DO, effective 7/29/14
- Williams "Chris" Chambers, from Food Service Worker I – 3.25 hrs., Roosevelt to Custodian II – 8.0 hrs., Wilson, effective 7/1/14
- Vance Fredrick, from Yard Supervisor – 3.5 hrs., Washington to Custodian II – 8.0 hrs., Kennedy/King, effective 7/1/14
- Sherman Royal, from Educational Tutor K-6 – 3.5 hrs., Washington to Custodian II – 8.0 hrs., Lincoln, effective 7/28/14

f) Administrative Transfer

- Yadira Castrejon Granados, Bilingual Clerk Typist II – 8.0 hrs., from Hamilton to Richmond, effective 7/30/14

- Jose Gurrola, Custodian II – 8.0 hrs., from Simas to Wilson/Jefferson, effective 7/1/14
- g) Voluntary Transfer
 - Thomas "Andy" Revious – Custodian II – 8.0 hrs., from Jefferson to Simas, effective 7/1/14
- h) Temporary Out of Class Assignment
 - Mark Alcala, from Custodian II – 8.0 hrs., Wilson to Lead Custodian – 8.0 hrs., Roosevelt, effective 6/16/14 to 6/30/14
 - Gary Norris, from Custodian II – 8.0 hrs., Richmond to Lead Custodian – 8.0 hrs., Roosevelt, effective 7/1/14 to 12/19/14
- i) More Hours
 - Nilo Moreno, Food Service Worker I, from 3.0 hrs. to 3.25 hrs., Jefferson, effective 8/13/14
- j) More Hours/Transfer
 - Erika Castorena, from Bilingual Clerk Typist II – 5.0 hrs., King to Bilingual Clerk Typist II – 8.0 hrs., Richmond, effective 7/30/14 (rescind)
 - Suzanne Silva, Yard Supervisor, from 2.5 hrs., Monroe to 3.0 hrs., Simas, effective 8/14/14
- k) Reclassification
 - Agreement has been reached with CSEA to reclassify Norma Vera, from Migrant Services Specialist – 8.0 hrs., to Parent Liaison Specialist – 8.0 hrs., no change in range, Curriculum, Instruction and Professional Development/DO, effective 7/1/14
- l) Certified Transfers/Reassignments/Reinstatements/Combination Classes
 - Involuntary Transfers, effective 08/11/14
 - Emily Carlton, from Washington 6th Grade to Roosevelt 6th Grade
 - Miranda Mendoza-Robinson, from Hamilton 2nd Grade to Hamilton 3rd Grade
 - Christina Novielli, from King Kindergarten to King 1st Grade
 - Voluntary Transfers, effective 08/11/14
 - Crystal Avila, from Washington 1st Grade to Washington Kindergarten
 - Kelly Bekedam, from Lincoln 4th Grade to Lincoln 3rd Grade
 - Sara DeCuir, from Washington 6th Grade to Washington 3rd Grade
 - Christina Gonzales, from Monroe Kindergarten to Monroe 2nd Grade
 - Carol Hernandez, from King 2nd Grade to Richmond 1st Grade
 - Lisa Hinojos, from Lincoln Kindergarten to Lincoln Transitional-Kindergarten
 - Beatriz Huizar, from Jefferson 1st Grade FLI to Jefferson 3rd Grade FLI
 - Rhonda Ieronimo, from Monroe Kindergarten to Monroe Transitional Kindergarten
 - Stacie Johnson, from Richmond 5th Grade to Jefferson 7th Grade
 - Jessica Knodel, from Hamilton 5th Grade to Hamilton 4th Grade
 - Christine Luis, from Simas 6th Grade to Simas 3rd Grade
 - Suzanne Mason, from Washington 1st Grade to Simas 1st Grade
 - Diego Moreno, from Richmond 6th Grade to Richmond 3rd Grade
 - Jamie Oliveira, from Monroe 1st Grade to Monroe 3rd Grade
 - Gracie Pittman, from Monroe 3rd Grade to Monroe 2nd Grade
 - Kathy Rose, from Washington 3rd Grade to Washington 1st Grade
 - Tracy Ryan, from Hamilton Kindergarten to Hamilton Transitional-Kindergarten
 - Diana Silva, from Monroe 3rd Grade to Monroe Kindergarten
 - Carrie Vargas, from Washington 5th Grade to Wilson 7th Grade ELA/Social Studies
 - Jan Wantland, from Richmond 1st Grade to Richmond 2nd Grade
 - Kim Washburn, from Richmond 1st Grade to Richmond Kindergarten
 - Reassignments, effective 8/11/14
 - Mary Detlefsen, from Kennedy Music/Band to Jefferson Music/Band
 - Jennifer Levinson, from Monroe RSP to Monroe SDC
 - Lisa Polder, from Monroe SDC to Wilson SDC
 - Yesenia Rodriguez-Medina, from Kennedy RSP to Roosevelt RSP
 - Susan Schneider, from Roosevelt RSP to Monroe RSP

Reinstatements, effective 8/11/14

- Raquel Alvarez, from Lincoln 4th/5th Grade to Lincoln 5th Grade
- Claudia Davis, from Simas 5th/6th Grade to Simas 5th Grade
- Cori Griffin, from Lincoln 3rd Grade to Lincoln Kindergarten
- Michael Koss, from Roosevelt 4th/5th Grade to Roosevelt 5th Grade
- Bethaney Kuenning, from Washington 3rd Grade to Washington 2nd Grade
- Andrew Martinez, from King Transitional-Kindergarten/Kindergarten to King Kindergarten
- Marci Mendoza, from Roosevelt 2nd/3rd Grade to Roosevelt 2nd Grade
- Alison Minick, from Washington Transitional- Kindergarten/Kindergarten to Washington Kindergarten
- Melissa Moreno, from Simas Transitional-Kindergarten/Kindergarten to Simas Kindergarten
- Sarah Princetta, from Roosevelt 5th/6th Grade to Roosevelt 5th Grade
- Anne Ramos, from Richmond Transitional-Kindergarten/Kindergarten to Richmond Kindergarten
- Patricia Rodriguez, from Simas 1st/2nd Grade to Simas 2nd Grade
- Taryn Shreckengost, from King 4th/5th Grade to King 5th Grade

Change in Work Site, effective 8/11/14

- Angel Bravo, from Simas 6th Grade FLI to Jefferson 6th Grade FLI
- Maria Gonzalez, from Simas 4th/5th Grade FLI to Jefferson 4th Grade FLI

Return from Leave of Absence

- Melody Lee, from Leave of Absence to Wilson 8th Grade ELA/Social Studies
- Seeka Yang, from Leave of Absence to Monroe 1st Grade

m) Leave of Absence

- Jamie Stout, Teacher, Simas, effective 2014-15 school year, education

6. FINANCIAL (White)

- a) Consider declaration of surplus property.

ADJOURN MEETING

Hanford Elementary School District
Minutes of the Regular Board Meeting
June 25, 2014

Minutes of the Regular Board Meeting of the Hanford Elementary School District Board of Trustees on June 25, 2014, at the District Office Board Room, 714 N. White Street, Hanford, CA.

Call to Order President Jay called the meeting to order at 5:30 p.m. Trustees Garner, Hernandez, Hill and Revious were present.

Closed Session Trustees immediately adjourned to closed session for:

- Conference with Labor Negotiator (GC 54957.6) CSEA: District Negotiators: Paul Terry/Diane Williams
- Public Employee Performance Evaluation (GC 54957) - Superintendent

Trustees returned to open session at 6:17 p.m.

HESD Managers Present Dr. Paul J. Terry, Superintendent, and the following administrators were present: Doug Carlton, Joy Gabler, Lucy Gomez, Karen McConnell, Gerry Mulligan, Julie Pulis, Jason Strickland, Nancy White, and Diane Williams.

Superintendent's Evaluation President Jay stated that the Superintendent's performance was reviewed in closed session. Superintendent has received a positive evaluation.

Public Comments None.

Board and Staff Comments None.

Requests to Address the Board at future meetings None.

Dates to Remember President Jay reviewed Dates to Remember: Next board meeting August 13, 2014.

INFORMATION ITEMS

BP/AR 0460 Superintendent Dr. Terry presented for information the following new Board Policy and Administrative Regulation:

- BP/AR 0460 – Local Control and Accountability Plan

AR 5154.3 Superintendent Dr. Terry presented for information the following new Administrative Regulation:

- AR 5154.3 – Nondiscrimination/Harassment

BB 9250 Superintendent Dr. Terry presented for information the following Exhibit to Board Bylaw:

- E 9250 – Remuneration, Reimbursement and Other Benefits

CONSENT ITEMS

Trustee Hernandez made a motion to take consent items "a" through "e" together. Trustee Hill seconded, motion carried 5-0:

Garner – yes
Hernandez - yes
Hill – yes
Jay – yes
Revious – yes

Trustee Garner then made a motion to approve consent items "a" through "e". Trustee Hill seconded, motion carried 5-0:

Garner – yes
Hernandez - yes
Hill - yes
Jay – yes
Revious – yes

The items approved as follows:

- a) Warrant listings dated June 6, 2014; and June 13, 2014.
- b) Minutes of June 11, 2014 Regular Board Meeting.
- c) Donation of \$150.00 from Edison International to Simas School.
- d) Donation of \$1,310.25 from Lee Richmond PTC to Lee Richmond School.
- e) Donation of \$4,000.00 from Wood Wilson Band Boosters to Hanford Elementary School District.

President Jay publicly acknowledged and thanked Edison International and Richmond PTC and Woodrow Wilson Band Boosters for their generous donations to our schools. Trustee Hill also thanked the donors.

BOARD POLICIES AND ADMINISTRATION

JFK Mascot name change

Trustee Hill made a motion to approve name change for JFK mascot. Trustee Hernandez seconded; motion carried 5-0:

Garner – yes
Hernandez - yes
Hill – yes
Jay – yes
Revious – yes

Consultant Contract

Trustee Hill made a motion to approve consultant contract with Tulare County Office of Education to provide 3-days of summer training to HESD teachers. Trustee Hernandez seconded; motion carried 5-0:

Garner – yes
Hernandez - yes
Hill – yes
Jay – yes

Revious – yes

MOU with HJUHS Trustee Revious made a motion to approve Memorandum of Understanding ("MOU") between Hanford Elementary School District and Hanford Joint Union High School District. Trustee Hill seconded; motion carried 5-0:

Garner – yes
Hernandez - yes
Hill – yes
Jay – yes
Revious – yes

Claim for damages Trustee Hill made a motion to reject Claim for Damages: Ethel Faye Lane. Trustee Garner seconded; motion carried 5-0:

Garner – yes
Hernandez - yes
Hill – yes
Jay – yes
Revious – yes

Title I Evaluation Trustee Garner made a motion to approve the Hanford Elementary School District 2013-2014 Evaluation of Consolidated Programs/Comprehensive Needs Assessment (Title I Evaluation). Trustee Hernandez seconded; motion carried 5-0:

Garner – yes
Hernandez - yes
Hill – yes
Jay – yes
Revious – yes

2014-15 School Plans Trustee Hernandez made a motion to approve the 2014-2015 School Plans. Trustee Hill seconded; motion carried 5-0:

Garner – yes
Hernandez - yes
Hill – yes
Jay – yes
Revious – yes

2014-2017 District Technology Plan Trustee Garner made a motion to approve the Hanford Elementary School District 2014-2017 Technology Plan. Trustee Hill seconded; motion carried 5-0:

Garner – yes
Hernandez - yes
Hill – yes
Jay – yes
Revious – yes

Title III Year 4 Action Plan for English Learners Trustee Revious made a motion to approve the HESD Title III Year 4 Action Plan for English Learners. Trustee Hill seconded; motion carried 5-0:

Garner – yes
Hernandez – yes
Hill – yes
Jay – yes
Revious – yes

Architectural Services Agreement Trustee Revious made a motion to approve Architectural Services Agreement with Mangini Associates for 9 relocatable classrooms. Trustee Hill seconded; motion carried 5-0:

Garner – yes
Hernandez - yes
Hill – yes
Jay – yes
Revious – yes

Diane Williams, Assistant Superintendent Human Resources introduced Michael Rogers, as head of the HETA negotiating team. Rogers recognized and introduced members of the team present: Rosa Adams, Gracie Pittman, and Jan Wantland (new president of HETA). Rogers stated thanks to Diane Williams and her team, and thanked Dr. Terry for working alongside all and coming to an agreement that was very fair. Rogers stated he looks forward to continue working together for the benefit of the children. The HETA vote was 100% to accept the contract.

President Jay thanked Mr. Rogers for his remarks and his good work.

HETA negotiated amendments to 2013-2016 Collective Bargaining Agreement Trustee Hill made a motion to approve negotiated amendments of the 2013-2016 Collective Bargaining Agreement with Hanford Elementary Teachers Association (HETA) as well as corresponding Certificated Salary Schedules. Trustee Revious seconded; motion carried 5-0:

Garner – yes
Hernandez - yes
Hill – yes
Jay – yes
Revious – yes

**Management/
Professional
Specialist/
Confidential Employee
Salary Increase**

Trustee Hill made a motion to approve a 5% salary increase for all Management/Professional Specialists/Confidential Employees, with salary increase effective July 1, 2014. Trustee Hernandez seconded; motion carried 5-0:

Garner – yes
Hernandez - yes
Hill – yes
Jay – yes
Revious – yes

**Amendment to
Superintendent's
Contract**

Trustee Hill made a motion to approve amendment to Superintendent's employment contract that provides a salary increase of 5% and extends the term to June 30, 2017. Trustee Revious seconded; motion carried 5-0:

Garner – yes
Hernandez - yes
Hill – yes
Jay – yes
Revious – yes

**Assistant
Superintendents
Salary increase**

Trustee Hill made a motion to approve a 5% salary increase for Assistant Superintendents, with salary increase effective July 1, 2014. Trustee Hernandez seconded; motion carried 5-0:

Garner – yes
Hernandez - yes
Hill – yes
Jay – yes
Revious – yes

**Yard Supervisor rate
of pay increase**

Trustee Revious made a motion to approve a 5% cost-of-living increase to rate of pay for Yard Supervisor service. Trustee Hill seconded; motion carried 5-0:

Garner – yes
Hernandez - yes
Hill – yes
Jay – yes
Revious – yes

PERSONNEL

Trustee Hill made a motion to take Personnel items "a" through "i" together. Trustee Hernandez seconded and motion carried 5-0:

Garner – yes
Hernandez - yes
Hill – yes
Jay – yes
Revious – yes

Then Trustee Garner made a motion to approve Personnel items "a" through "i". Trustee Revious seconded, and the motion carried 5-0:

Garner – yes
Hernandez - yes
Hill – yes
Jay – yes
Revious – yes

The following items were approved:

***Item "a" –
Employment***

Certificated, effective 8/11/14

- Stacie Grimes, Teacher, Probationary I
- Kristen Ruby, Band Teacher, Probationary I
- Alexandria Lemos, Teacher, Probationary I
- Robin Dailey, Teacher, Probationary I

Temporary Employees/Substitutes/Yard Supervisors

- Zachary Steward, Substitute Custodian II, effective 6/5/14

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

Short-term Employment

CLASSIFIED STAFF – Extended Learning Opportunities

Migrant Summer School Program at Richmond 6/11/14 – 6/27/14

- Debi Clark, Custodian I – 3.5 hrs., Richmond, effective 6/16/14 to 6/27/14
- Danna Miller, Bus Driver – 4.5 hrs, Transportation/Richmond, effective 6/16/14 to 6/27/14
- Sandy Perez, Bus Driver – 4.5 hrs., Transportation/Richmond, effective 6/16/14 to 7/11/14

Migrant Summer School Program and West Hills 5C's Program at Richmond and Science Camp at Burriss Park 6/10/14 – 6/30/14

- Naomi Andrews, Bus Driver – 4.5 hrs., (M-Th), Transportation/5C's Program at West Hills, effective 6/16/14 to 6/26/14
- John Arnett, Bus Driver – 4.5 hrs., Transportation/Burriss Park, effective 6/16/14 to 6/27/14
- Linda Arnett, Bus Driver – 4.5 hrs., Transportation/Burriss Park, effective 6/16/14 to 6/27/14
- Norma Vera, Migrant Services Specialist – 8.0 hrs., Richmond, effective 6/16/14 to 6/27/14

***Item "c" –
Resignations***

- Miranda Banuelos, Substitute READY Program Tutor, effective 10/25/13
- Mayra Gomez-Alvarez, Teacher, Richmond, effective 6/6/14
- Pat Hernandez, Child Welfare and Attendance Specialist – 8.0 hrs., Child Welfare and Attendance, effective 6/13/14
- Lori Mahon, Teacher, Wilson, effective 6/6/14
- Allyson Whitmer, School Nurse, Special Services, effective 6/27/14

***Item "d" –
Promotion/Transfer***

- Mark Alcala, from Custodian II – 8.0 hrs., Wilson to Lead Custodian – 8.0 hrs., Jefferson, effective 7/1/14
- Catherine Castaneda, from Special Education Aide – 5.0 hrs., Lincoln to Media Services Aide – 5.5 hrs., Richmond, effective 7/30/14
- Jennifer Henderson, from Induction Coach – Curriculum, Instruction & Professional Development, to Learning Director, Kennedy, effective 7/30/14

**Item "e" –Increase in
Hours/Transfer**

- Erika Castorena, Bilingual Clerk Typist II, from 5.0 hrs., King to 8.0 hrs., Richmond, effective 7/30/14

**Item "f" –
Voluntary Reduction
in Work Year and
Transfer**

- Daisy Maya-Gaona, Food Service Worker I, from 2.5 hrs., Washington to 2.0 hrs., Jefferson, effective 8/13/14

**Item "g" –
Leave of Absence**

- Lamar Barnes III, Custodian – 8.0 hrs., Roosevelt, effective 6/16/14 to 6/30/14, medical
- Tanya Miller, Yard Supervisor – 1.0 hrs., Jefferson, effective 5/8/14 to 6/6/14, medical

**Item "h" –
Job Description**

- Learning Director (revised)

**Item "i" –
Consider approval of a
Teacher Internship
Contract Agreement**

- Authorize agreement to enter into a Teacher Internship Contract Agreement between Hanford Elementary School District and Brandman University effective 6/1/14 and continuing until 5/30/16 (2-year maximum)

FINANCIAL

**2014-15 Spending
Plan**

Trustee Garner made motion to approve 2014-15 spending plans for funds received from the Education Protection Account Fund. Trustee Hill seconded; motion carried 5-0:

Garner – yes
Hernandez - yes
Hill – yes
Jay – yes
Revious – yes

**2014-15 Local Control
Accountability Plan**

Trustee Hill made a motion to adopt the 2014-15 Local Control Accountability Plan. Trustee Garner seconded; motion carried 5-0:

Garner – yes
Hernandez - yes
Hill – yes
Jay – yes
Revious – yes

2014-15 Budget

Trustee Hernandez made a motion to approve 2014-15 Hanford Elementary School District Budget. Trustee Revious seconded; motion carried 5-0:

Garner – yes
Hernandez - yes
Hill – yes
Jay – yes
Revious – yes

Consultant Contract Trustee Revious made a motion to approve consultant contract with Mandate Resource Services, LLC for the preparation of Mandated Cost Claims. Trustee Hill seconded; motion carried 5-0:

Garner – yes
Hernandez – yes
Hill – yes
Jay – yes
Revious – yes

Adjournment There being no further business, President Jay adjourned the meeting at 6:50 p.m.

Respectfully submitted,

Paul J. Terry,
Secretary to the Board of Trustees

Approved:

James L. Jay III, President

Lupe Hernandez, Clerk

Valenzuela/CAHSEE Lawsuit Settlement

Quarterly Report on Williams Uniform Complaints

[Education Code § 35186(d)]

District: HANFORD ELEMENTARY

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

Quarterly Report Submission Month/Quarter:
(check one)

<input type="checkbox"/>	October	1st Quarter
<input type="checkbox"/>	January	2 nd Quarter
<input type="checkbox"/>	April	3 rd Quarter
<input checked="" type="checkbox"/>	July	4 th Quarter

Quarterly Report Submission Year: 2013-14

Date for information to be reported publicly at governing board meeting: August 13, 2014

Please check the box that applies:

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

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

Paul J. Terry, Ed.D.
Superintendent

Signature

August 5, 2014
Date

Please submit to:

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

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Board of Trustees

FROM: Paul J. Terry, Ed.D.

DATE: August 4, 2014

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☒ Information
☐ Action

Date you wish to have your item considered: August 13, 2014

ITEM: Quarterly report (4/1/14 – 6/30/14) regarding Williams Uniform Complaints. The types of complaints covered in the Williams Uniform Complaint Procedures are:

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

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

For the fourth quarter of the 2013-14 school year there were no Williams Uniform Complaints filed.

FISCAL IMPACT: None.

HANFORD ELEMENTARY SCHOOL DISTRICT
Human Resources Department

AGENDA REQUEST FORM

TO: Board of Trustees

FROM: Diane Williams *DW*

DATE: August 1, 2014

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

☒ Information
☐ Action

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **August 13, 2014**

ITEM: Receive, for information, Tentative Agreements for a Successor Contract with the California School Employees Association (CSEA) as well as proposed Classified Salary Schedule.

PURPOSE: To meet the "sunshining" provisions of Government Code Section 3547 prior to approval of Tentative Agreements reached for a new three-year collective bargaining agreement negotiated with CSEA for the period of July 1, 2014 through June 30, 2017.

A copy of the Tentative Agreement is available, for review and comment by the public, in the Superintendent's Office from August 14, 2014 through August 27, 2014.

Board approval of the new collective bargaining agreement will be recommended at the August 27, 2014 regular Board meeting.

FISCAL IMPACT: A copy of the Disclosure Statement, detailing costs of the proposed collective bargaining agreement and source of funding, is attached.

RECOMMENDATION: Receive for information only.

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

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

Hanford Elementary School District

Name of Bargaining Unit: California School Employees Association, Chapter #344Certificated _____ Classified XNew Agreement X or Reopener _____

The proposed agreement is a three-year agreement that covers the period beginning July 1, 2014 and ending June 30, 2017 and will be acted upon by the Governing Board at its meeting on August 27, 2014.

A.(1) Proposed Change in Compensation

Compensation	Cost Prior to Proposed Agreement	Fiscal Impact of Proposed Agreement Increase (Decrease) and Percentage Change		
		Current Year 2014-15	Year 2 2015-16	Year 3 2016-17
1. Base Salary	\$ 5,523,006	\$ 276,160	\$ 276,160	\$ 276,160
		4.08%	4.08%	4.08%
2. Other Compensation – i.e. Stipends or Bonuses	\$ 0	\$ 40,318	\$ 40,318	\$ 40,318
		0.59%	0.59%	0.59%
3. Total Salary - (Sum of 1 & 2)	\$ 5,523,006	\$ 316,478	\$ 316,478	\$ 316,478
		4.67%	4.67%	4.67%
4. Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare	\$ 1,250,464	\$ 71,654	\$ 71,654	\$ 71,654
		1.06%	1.06%	1.06%
5. Health/Welfare Benefits	\$ 909,072	\$ 109,043	\$ 109,043	\$ 109,043
		1.61%	1.61%	1.61%
6. Total Benefits - (Total Lines 4 & 5)	\$ 2,159,536	\$ 180,697	\$ 180,697	\$ 180,697
		2.67%	2.67%	2.67%
7. Total Compensation – (sum of 3 & 6)	\$ 7,682,542	\$ 497,175	\$ 497,175	\$ 497,175
		7.34%	7.34%	7.34%

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

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

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

-
- The salary schedule for 2014-2015 shall reflect a 5% increase effective July 1, 2014.

 - Adjustments to the calculations for compensation for Professional Growth and for Longevity result in 0.13% and 0.60% increases respectively.

 - The District's annual contribution to Medical, Dental, Vision and Life insurance benefits will increase by \$1,138.17 from \$9,861.83 to \$11,000.00 for employees working six hours or more per day. The District's annual contribution to Dental, Vision and Life insurance benefits will increase by \$36 from \$1,225.32 to \$1,261.32 for employees working three hours but less than six hours per day. These benefits were extended to those employees working a minimum of three hours per day. Previously, these benefits started at four hours per day.

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

-
- Vacation: Allowed carryover at year-end has been reduced by one day from 19 days to 18 days.

 - Family Illness: One day is available for 2014-2015. Zero days are available starting in 2015-16.

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

None

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

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

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

This is the first year of a three-year agreement.

The District and/or the Union may re-open negotiations for the 2015-16 and/or the 2016-17 school years over pay and Allowances (Article 23) and/or Health and Welfare Benefits (Article 22) and two additional Articles each.

E. Source of Funding for Proposed Agreement

1. Current Year

Undesignated Reserve:	Unrestricted	\$419,246
	Restricted:	<u>77,929</u>
		\$497,175

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

The cost will become part of the on-going budget that will continue in future years.

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

Not applicable – This is not a multi-year agreement

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

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

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

G. Certification

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

District Superintendent
(Signature)

August 13, 2017
Date

Contact Person: Nancy White Telephone No.: (559) 585-3628

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

	(Col. 1) Latest Board- Approved Budget *	(Col. 2) Adjustments as a Result of Settlement (from page 1)	(Col. 3) Other Revisions (provide explanation)	(Col. 4) Total Impact on Budget (Col. 1+2+3)
REVENUES				
Revenue Limit Source (8010-8099)	42,797,976			42,797,976
Remaining Revenues (8100-87991)	8,037,672			8,037,672
TOTAL REVENUES	50,835,648			50,835,648
EXPENDITURES				
1000 Certificated Salaries	24,124,000		+54,247	24,178,247
2000 Classified Salaries	8,354,048	+ 316,478		8,670,526
3000 Employees' Benefits	10,314,431	+ 180,697	+22,460	10,517,588
4000 Books and Supplies	3,726,476			3,726,476
5000 Services and Operating Exps	3,639,679			3,639,679
6000 Capital Outlay	175,439			175,439
7000 Other	402,254			402,254
TOTAL EXPENDITURES	50,736,327	+ 497,175	+76,707	51,310,209
OPERATING SURPLUS (DEFICIT)	99,321			(474,561)
OTHER SOURCES AND TRANSFERS IN	0			0
OTHER USES AND TRANSFERS OUT	0			0
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	99,321			(474,561)
BEGINNING BALANCE	6,845,303			6,845,303
CURRENT-YEAR ENDING BALANCE	6,944,624			6,370,742
COMPONENTS OF ENDING BALANCE:				
Reserved Amounts	113,238			113,238
Reserved for Economic Uncertainties	3,290,000			3,290,000
Board Designated Amounts	0			0
Unappropriated Amounts	3,541,386	- 497,175	-76,707	2,967,504

- A. Date of governing board approval of budget revisions in Col. 1 June 25, 2014
 (Adopted Budget)

Explanation for Column 3: These are the amounts of Budget Changes not yet entered for the balance of the cost of the Salary Settlement with the District's Certificated Unit.

Contact Person: Nancy White

Date: August 13, 2014

22/72

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

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

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of Hanford Elementary School District, hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the California School Employees Association, Chapter #344 Bargaining Unit, during the term of the agreement from July 1, 2014 to June 30, 2017.

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

<u>Budget Adjustment Categories</u>	<u>Budget Adjustment Increase (Decrease)</u>
<u>Revenues/Other Financing Sources</u>	<u>0</u>
<u>Expenditures/Other Financing Uses</u>	<u>497,175</u>
<u>Ending Balance Increase (Decrease)</u>	<u>(497,175)</u>

N/A X (No budget revisions necessary)

District Superintendent
(Signature)

August 13, 2014
Date

Chief Business Officer
(Signature)

August 13, 2014
Date

CERTIFICATION #2

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

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

District Superintendent (or Designee)
(Signature)

August 27, 2014
Date

Nancy White
Contact Person

(559) 585-3628
Phone


After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on August 27, 2014, took action to approve the proposed Agreement with the California School Employees Association, Chapter #344 Bargaining Unit.

President (or Clerk), Governing Board
(Signature)

August 27, 2014
Date

HANFORD ELEMENTARY SCHOOL DISTRICT
Human Resources Department
AGENDA REQUEST FORM

TO: Dr. Paul Terry

FROM: Jaime Martinez 

DATE: August 4, 2014

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

☒ Information
☐ Action

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **August 13, 2014**

ITEM: Receive the following revised Board Policy for information.

PURPOSE: The following Board Policy reflects changes (see underlined and strikeouts) that are necessary due to the furlough days being restored for 2014-15.

- BP 4313.3 – Work Year (revised)

FISCAL IMPACT: None.

RECOMMENDATION: Consider for adoption at next regular board meeting.

Management, Supervisory, and Confidential Employees

BP 4313.3(a)

WORK YEAR**A. Standard Work Year**

1. *District Positions:* The standard work year for full-time management and supervisory positions shall be ~~197—223~~ 200 – 225 days per year. Management and supervisory positions with responsibility for districtwide services may be assigned a standard work year of fewer than ~~223~~ 225 days, if the functions of the position require a work year different from the standard ~~223~~ 225 day schedule.
2. *School Site Positions:* The standard work year for all school-site management and supervisory positions shall be ~~197—202~~ 200 – 205 days per year. Any increase in the work year for school-site based management or supervisory positions shall be approved by the Board.
3. *Confidential Employee:* Twelve-month confidential employees shall be assigned the number of work days per year that represents the difference between ~~259~~ 261 days and the total number of paid holidays and vacation days to which they are entitled for the year. Ten- or eleven-month confidential employee positions shall be assigned the number of work days established by the Superintendent.

(cf. 4362 - Paid Vacation and Holidays)

4. The Superintendent or designee shall publish a Standard Work Year Schedule for each position prior to the commencement of a new fiscal year and shall ensure that employment contracts reflect the number of duty days assigned to each position.

B. New Positions

For each new management, supervisory, or confidential position, the Superintendent or designee shall recommend, and the Board shall approve, the number of work days per year required for the responsibilities of the position and the days on which those duty days are to be worked.

*(cf. 4110/4210/4310 – Position Allocation)***C. Additional Work Days for Ten- or Eleven-Month Employees**

In any year, the Superintendent may authorize additional work days for ten- or eleven-month employees to complete an extra assignment or to participate in district-sponsored training or inservice.

WORK YEAR (continued)

1. Except for emergencies, extra work days shall be assigned only with the consent of the employee(s) and shall be compensated at a mutually agreed upon rate not to exceed the employee's regular per diem rate as defined in administrative regulations

(cf. 4312.1 - Employment Contracts)

2. Additional work days so assigned shall not become part of the Standard Work Year without Board approval.

D. Exchange Days

Ten or eleven-month employees may exchange regular work days for duty days during their off contract period only with the approval of the Superintendent and only if the exchange is in the best interest of the district and does not interfere with the needs of the district for the employee's services during the regular school year. The Superintendent shall ensure that exchange day agreements are reduced to writing and are limited to extenuating circumstances.

E. Decrease in the Number of Standard Work Days

Any decrease in the number of standard work days assigned to a position shall be subject to the provisions and procedures for reduction in service established by law and must be approved by the Board of Trustees.

(cf. 4317.3 - Reduction in Service)

*Legal Reference:*EDUCATION CODE

44949-44957 *Reduction in Service - Certificated Employees*

45114, 45117 *Reduction in Service - Classified Employees*

Policy

adopted: November 7, 2001

revised: June 17, 2002

revised: September 8, 2004

revised: September 5, 2007

revised: October 6, 2010


revised: _____, 2014

HANFORD ELEMENTARY SCHOOL DISTRICT

Hanford, California

HANFORD ELEMENTARY SCHOOL DISTRICT
Human Resources Department
AGENDA REQUEST FORM

TO: Dr. Paul Terry

FROM: Jaime Martinez 

DATE: August 4, 2014

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

☒ Information
☐ Action

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **August 13, 2014**

ITEM: Receive the following revised Board Policy for information.

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

- AR – Use of District or Personal Automobiles

FISCAL IMPACT: None.

RECOMMENDATION: Consider for adoption at next regular board meeting.

Certificated Personnel

AR 4156.4(a)
4256.4
4356.4

USE OF DISTRICT OR PERSONAL AUTOMOBILES**1. Legal Operation of Vehicles**

In accordance with Board policy, no district employee shall operate a district vehicle or his/her personal automobile for work-related purposes, or to transport students or other employees, without full compliance with State law, including:

- a. Holding an appropriate, valid California Driver's License for the vehicle they operate
- b. Carry in the vehicle at all times a valid vehicle registration document for the automobile
- c. For personal automobiles, maintain at all times the minimum liability insurance for the vehicle.
- d. Passenger Restraint Systems

All drivers shall wear safety belts and shall ensure that all passengers are properly secured in seat belts or child passenger restraint systems in accordance with law. (Vehicle Code 27315, 27360, 27360.5, 27363)

A child who is under age 8 years shall be properly secured in a rear seat in an appropriate child passenger restraint system meeting federal safety standards, except under any of the following circumstances: (Vehicle Code 27360, 27363)

1. The child is four feet nine inches or taller, in which case a safety belt may be used.
2. Use of a child passenger restraint system would be impractical by reason of physical unfitness, medical condition, or size and an appropriate special needs child passenger restraint system is not available.
3. There is no rear seat, the rear seats are side-facing jump seats or rear-facing seats, the child passenger restraint system cannot be installed properly in the rear seat, all rear seats are already occupied by children under age 8 years, or medical reasons necessitate that the child not ride in the rear seat.
4. The child is otherwise exempted by law.

2. Transportation of Students

Only personnel holding the following positions are authorized to transport students:

- a. Personnel licensed and authorized to operate a district school bus
- b. Superintendent

AR 4156.4(b)
4256.4
4356.4

USE OF DISTRICT OR PERSONAL AUTOMOBILES

- c. Assistant Superintendent
- d. Director
- ee. Principal
- ef. Vice Principal
- eg. Learning Director
- fh. School Nurse
- gi. School Operations Officer
- hj. Student Specialist
- i. ~~Youth Development Director~~
- j. ~~Director, Facilities and Operations~~
- k. ~~Program Manager, Office of Special Services~~
- lk. School Psychologists
- l. School Counselor
- m. Parent Liaison Specialist

3. Unauthorized transportation of students or the operation of a district vehicle or personal automobile in violation of law and this administrative regulation is subject to disciplinary action up to, and including, termination, and may subject the employee to criminal and civil penalties.


Regulation

adopted: November 7, 2001
revised: October 1, 2003
revised: March 29, 2006
revised: April 16, 2008
revised: April 24, 2012
revised: _____, 2014

HANFORD ELEMENTARY SCHOOL DISTRICT
Hanford, California

HANFORD ELEMENTARY SCHOOL DISTRICT
Human Resources Department
AGENDA REQUEST FORM

TO: Dr. Paul Terry

FROM: Jaime Martinez 

DATE: August 4, 2014

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

☒ Information
☐ Action

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **August 13, 2014**

ITEM: Receive the following revised Board Policy for information.

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

- BP 4362 – Vacation and Holidays (revised)

FISCAL IMPACT: None.

RECOMMENDATION: Consider for adoption at next regular board meeting.

Management, Supervisory, and Confidential Employees

BP 4362(a)

VACATION AND HOLIDAYS

A. Vacation Allowance

1. Twelve-month certificated and all classified probationary or permanent managers and supervisors contracted to work ~~223~~ 225 days per year shall earn 22 duty-free days without loss of pay (vacation) each fiscal year. Probationary or permanent managers and supervisors contracted to work fewer than ~~223~~ 225 days per year shall be credited with that pro rata share of 22 days that equals ~~223~~ 225 days divided by the number of work days assigned to their position. In addition, the pro-rata share of vacation for the probationary or permanent managers and supervisors contracted to work less than ~~223~~ 225 days is not compensated as duty-free days, but instead is compensated in the annual salary amount. Fractional days of .5 or more resulting from the pro-rata shall be rounded up to the next full day. Fractional days of less than .5 shall be rounded down.
2. Twelve-month probationary or permanent confidential employees shall earn duty-free vacation days without loss of pay as follows.

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

In addition, the pro-rata share of vacation for the probationary or permanent confidential employees contracted to work less than ~~223~~ 225 days is not compensated as duty-free days, but instead is compensated in the annual salary amount.

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

B. Vacation Credit and Accumulation

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

VACATION AND HOLIDAYS (continued)

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

C. Vacation Approval

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

D. Holidays

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

(cf. 6115 - Ceremonies and Observances)

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

Legal Reference: (see next page)

BP 4362(c)

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

adopted: March 4, 1992

revised: November 7, 2001

revised: June 17, 2002

revised: February 9, 2009

revised: February 16, 2011

revised: June 27, 2012

revised: _____, 2014

HANFORD ELEMENTARY SCHOOL DISTRICT

Hanford, California

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Dr. Paul J. Terry

FROM: Joy Gabler

DATE: 8/01/14

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 08/13/14

ITEM: Consider declaring as obsolete mathematics instructional materials from the 2007 State Board of Education (SBE) approved mathematics adoption.

PURPOSE: The mathematics materials from the 2007 mathematics adoption have been replaced with SBE approved materials that from the current 2014 adoption. The new mathematics materials are aligned with the Common Core State Standards and meet the requirements of the state Instructional Materials Fund Realignment Program.

FISCAL IMPACT: None

RECOMMENDATIONS: Approve

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Dr. Paul J. Terry

FROM: Karen McConnell *KM*

DATE: July 1, 2014

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: August 13, 2014

ITEM: Memorandum of Understanding between the Kings View Counseling Services for Kings County and the Hanford Elementary School District.

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

FISCAL IMPACT: Fees for these services are addressed on page 2 and 3 of the MOU. Costs paid via Prop 98 - Resource 6512 budget.

RECOMMENDATIONS: Approve

**Memorandum of Understanding
Kings View Counseling Services for Kings County
And
Hanford Elementary School District**

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

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

Scope of Services.

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

Service Specifications.

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

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

Compensation/Billing.

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

Rate of Service.

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

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

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

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

Case Management, Brokerage includes linkage and consultation.

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

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

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

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

Effective Date and Duration.

The MOU and the obligations hereunder shall be effective upon signatures and dates of all parties. The agreement and the scope of services under this MOU will cover all services rendered as of October 1, 2014 and shall remain in effect until September 30, 2015.

Termination of MOU for Convenience of Either Party.

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

Termination of MOU for Cause.

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

Entire Agreement and Modification.

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

Enforceability.

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

Employment Status.

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

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

Warranty of Kings View.

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

California Law and Venue.

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

Indemnification.

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

Confidentially.

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

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

Third Party Rights.

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

Integration.

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

Legal Compliance.

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

Records.

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

Attorney Fees.

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

Staffing.

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

Term.

This MOU shall cover the period beginning on October 1, 2014 through the close of business on September 30, 2015. However, this MOU may be extended by parties' mutual written consent.

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

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

And

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

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

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

Hanford Elementary School District

Dr. Paul Terry, Superintendent Hanford
Elementary School District

Date

Kings View Counseling Services for Kings County


Brenda Johnson-Hill, LMFT Executive Director

Date

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Dr. Paul J. Terry

FROM: Karen McConnell 

DATE: June 23, 2014

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: August 13, 2014

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

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

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

RECOMMENDATIONS: Approve

MEMORANDUM OF UNDERSTANDING

43/72

between
Teresa A. Jaquez, LMFT
and
Hanford Elementary School District

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

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

1. Scope of Services.

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

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

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

3. Compensation/Billing. An accounting/invoice shall be submitted to HESD by JAQUEZ monthly for each student indicating the school district of residence; student's date of birth; the nature of the services provide; the total minutes per session and the total sessions; dates on which services were rendered; the revenue received; and the net and/or unreimbursed cost for IEP-driven educationally relevant counseling and guidance services due and payable to JAQUEZ. The compensation shall be paid within thirty (30) business days after receipt of invoice.
4. Rate of Service. HESD and JAQUEZ agree to \$120.00 per hour (flat rate) of billing for all services rendered under this agreement.
5. Effective Date and Duration. The MOU and the obligations hereunder shall be effective upon signatures and dates of all parties. The agreement and the scope of services under this MOU will cover all services rendered as of October 1, 2014 shall remain in effect until September 30, 2015.
6. Termination of MOU for Convenience of Either Party. Any party may terminate this MOU at any time by giving to the other party thirty (30) days written notice of each termination. Termination for convenience shall be effective at 11:59 p.m., Pacific Standard Time on the intended date for termination (the "Termination Date"). The terminating party shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. JAQUEZ shall be paid for all services satisfactorily completed at the rates stated above and not previously paid through payments prior to the effective date of said termination.
7. Termination of MOU for Cause. If either party fails to perform its duties under this MOU or if either party breaches any of the material terms or provisions of the MOU, then the non-breaching party shall have the right to terminate this MOU effective immediately upon giving written notice to the breaching party. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. If the termination for cause is defective for any reason, including, but not limited to, reliance on erroneous facts concerning performance or any defect in notice thereof, then the maximum liability shall not exceed the amount payable to JAQUEZ under Paragraph 4 above.
8. Entire Agreement and Modification. This MOU supersedes all previous agreements and constitutes the entire understanding of the parties hereto. All parties specifically acknowledge that in entering into and executing this MOU that they shall rely solely upon the provisions contained in this MOU.
9. Enforceability. If any term, covenant, condition, or provision of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.
10. Employment Status. JAQUEZ and its officers, employees, or agents shall, during the entire term of the MOU, be construed to be an independent contractor and nothing in this MOU is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow LEA to exercise direction or control over the professional manner in which JAQUEZ performs the services which are the subject matter of this MOU. JAQUEZ understands and agrees that its employees shall not and will not be eligible for membership in for any benefits from any LEA group plan for hospital, surgical, or medical insurance, or for membership in any LEA retirement program, or for paid vacation, sick leave or other leave, with or without pay, or for any other benefit which accrues to a LEA employee.

- 45/72
11. Warranty of JAQUEZ. JAQUEZ warrants that JAQUEZ and each of the personnel employed or otherwise retained by JAQUEZ for services performed pursuant to this MOU are properly certified and licensed under the laws and regulations of the State of California to provide the special services herein agreed to. Mental health services shall be provided in a manner consistent with all applicable standards and regulations governing such services. Staff will be either a Licensed Married and Family Therapist, or a Licensed Social Worker, or will be a Masters Level Counselor, or Social Worker with a Pupil Personnel Services Credential. JAQUEZ also warrants that all of its employees are covered by a current liability insurance policy during the term of this MOU.
 12. California Law and Venue. It is agreed this MOU shall be governed by the laws of the State of California. This MOU is made, executed, and performed in the County of Kings.
 13. Indemnification.
 - a. Each party agrees to defend, hold harmless, and indemnify the other party's (and the other party's officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses, losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including, but not limited to, personal injury, death at any time, and property damage) arising out of or made necessary by: (a) the indemnifying party's breach of the terms of this MOU, (b) the act or omission of the indemnifying party, its employees, officers, agents, and assigns in connection with the performance of this MOU, and (c) the presence of the indemnifying party, its officers, employees, agents, assigns, or invitees on the other party's premises.
 - b. In the event of any action or proceeding is brought against any party by reason of any claim or demand discussed in this section, upon notice, the indemnifying party shall defend the action or proceeding at the indemnifying party's expense, through counsel reasonably satisfactory to the other party or parties. The obligation to indemnify set forth in this section shall include reasonable attorneys' fees and investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand is made.
 - c. The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage determined by an arbitrator or court of competent jurisdiction to be caused by the sole active negligence or willful misconduct of the other party, its officers, employees, trustees, or agents.
 - d. These indemnification obligations shall survive the expiration and/or termination of this MOU.
 14. Confidentiality. Services provided by JAQUEZ are confidential in nature. All mental health records shall be maintained by JAQUEZ and not shared with HESD or their officers, agents, or employees, except as authorized by law. Confidential information obtained by HESD or its officers, agents, or employees, in the course of receiving services and/or residential placements under this MOU may not be disclosed except as authorized by law or unless HESD secures prior written authorization from JAQUEZ. HESD and their officers, agents, and employees, agree to obey all applicable laws and regulation, including without limitation the provisions of the Health Information Portability and Accountability Act, the Public Health Service Act (42 U.S.C. Section 290ee-3), Title 42 of the Code of Federal Regulations, any other applicable Federal, State, or local laws, regulations, directives, or guidelines. All student records by HESD are confidential as provided for by the California Education Code and the Federal Educational Rights and Privacy Act. JAQUEZ agrees to have all of its employees abide by these confidentiality laws regarding student records.

15. Third Party Rights. Nothing in this MOU shall be construed to give any rights or benefits to anyone other than JAQUEZ and HESD.
16. Integration. This MOU represents the entire understanding of JAQUEZ and HESD as to those matters contained herein and supersedes and cancels any prior oral or written understanding, promises, representations, or agreement(s) with respect to those matters covered hereunder. This MOU may not be modified or altered except in writing and signed by all the parties hereto.
17. Legal Compliance. Each party shall comply with all laws as may be applicable for the provision of services within the scope of this MOU, and within the State and Federal audit compliance requirements as set forth by the State Department of Mental Health and Federal regulations.
18. Records.
- JAQUEZ shall keep complete accurate records as required by law for the services performed pursuant to this MOU. Those records shall only be releasable in accordance with appropriate provisions of law.
 - JAQUEZ shall assure the confidentiality of any records that are required by law to be so maintained.
 - JAQUEZ shall comply with the Health Insurance Portability and Accountability Act of 1996 Public Law 104-19 (HIPAA). JAQUEZ shall train all of its personnel regarding the requirements of the Act. JAQUEZ shall implement all privacy protections to individual's identifiable protected health information.
19. Attorney Fees. If the parties become involved in arbitration or litigation concerning this contract or the performance of this contract, the prevailing party shall be entitled to an award of reasonable costs and expenses of arbitration or litigation, including expert witness fees and attorney fees.
20. Staffing. Staffing is dependent on the number of students and amount of services. It is understood these hours may fluctuate based on student's IEP requirements.
21. Term. This MOU shall cover the period beginning on October 1, 2014 through the close of business on September 30, 2015. However, this MOU may be extended by the parties' mutual written consent.

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

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

And

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

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

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

Paul Terry, Superintendent Hanford Elementary
School District

DATE

Teresa A. Jaquez, LMFT License # MFC 49724

DATE

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Board of Trustees

FROM: Paul J. Terry, Ed. D.

DATE: August 4, 2014

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: August 13, 2014.

ITEM: Consider adoption of the following new Board Policy and Administrative Regulation:

- BP/AR 0460 – Local Control and Accountability Plan (new)

PURPOSE: This new Board Policy and Administrative Regulation describes the requirements for development of the District's Local Control and Accountability Plan (LCAP) consistent with recently added sections of the Education Code.

FISCAL IMPACT:

RECOMMENDATION: Adopt.

(NEW)

HANFORD ELEMENTARY SCHOOL DISTRICT

Local Control And Accountability Plan

BP 0460

Philosophy, Goals, Objectives and Comprehensive Plans

The Governing Board desires to ensure the most effective use of available state funding to improve outcomes for all students. A community-based, comprehensive, data-driven planning process shall be used to identify annual goals and specific actions aligned with state and local priorities and to facilitate continuous improvement of district practices.

(cf. 0000 - Vision)

(cf. 0200 - Goals for the School District)

The Board shall adopt a districtwide local control and accountability plan (LCAP), using the template provided by the State Board of Education, which addresses the state priorities specified in Education Code 52060. The LCAP shall be effective for three years and shall be updated on or before July 1 of each year. (Education Code 52060)

In addition, the LCAP shall address any local priorities adopted by the Board.

The LCAP shall focus on improving outcomes for all students, particularly those who are "unduplicated students" and other underperforming students.

Unduplicated students include students who are eligible for free or reduced-price meals, English learners, and foster youth and are counted only once for purposes of the local control funding formula. (Education Code 42238.02)

(cf. 3553 - Free and Reduced Price Meals)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6174 - Education for English Language Learners)

To minimize duplication of effort and provide clear direction for program implementation, the LCAP and other district and school plans shall be aligned to the extent possible.

(cf. 0400 - Comprehensive Plans)

(cf. 0440 - District Technology Plan)

(cf. 0450 - Comprehensive Safety Plan)

(cf. 5030 - Student Wellness)

(cf. 6171 - Title I Programs)

(cf. 7110 - Facilities Master Plan)

The Superintendent or designee shall review the single plan for student achievement (SPSA)

submitted by each district school pursuant to Education Code 64001 to ensure that the specific actions included in the LCAP or the annual update are consistent with strategies included in the SPSA. (Education Code 52062)

(cf. 0420 - School Plans/Site Councils)

Any complaint that the district has not complied with legal requirements pertaining to the LCAP may be filed pursuant to AR 1312.3 - Uniform Complaint Procedures. (Education Code 52075)

(cf. 1312.3 - Uniform Complaint Procedures)

Plan Development

The Superintendent or designee shall gather data and information needed for effective and meaningful plan development and present it to the Board and community. Such data and information shall include, but not be limited to, data regarding the numbers of students in various student subgroups, disaggregated data on student achievement levels, and information about current programs and expenditures.

The Board shall consult with teachers, principals, administrators, other school personnel, employee bargaining units, parents/guardians, and students in developing the LCAP. (Education Code 52060)

(cf. 1220 - Citizen Advisory Committees)

(cf. 4140/4240/4340 - Bargaining Units)

(cf. 4143/4243 - Negotiations/Consultation)

(cf. 6020 - Parent Involvement)

Public Review and Input

The Board shall establish the following committee(s) to review and comment on the LCAP: (Education Code 52063)

1. A parent advisory committee including at least one parent/guardian of unduplicated students as defined above
2. An English learner parent advisory committee whenever district enrollment includes at least 15 percent English learners and at least 50 students who are English learners

The Superintendent or designee shall present the LCAP or the annual update to the committee(s) before it is submitted to the Board for adoption, and shall respond in writing to comments received from the committee(s). (Education Code 52062)

The Superintendent or designee shall notify members of the public of the opportunity to submit written comments regarding the specific actions and expenditures proposed to be included in the LCAP or the annual update to the LCAP. The notification shall be provided using the most

efficient method of notification possible, which may not necessarily include producing printed notices or sending notices by mail. All written notifications related to the LCAP or the annual update shall be provided in the primary language of parents/guardians when required by Education Code 48985. (Education Code 52062)

The Board shall hold at least one public hearing to solicit the recommendations and comments of members of the public regarding the specific actions and expenditures proposed to be included in the LCAP or the annual update. The public hearing shall be held at the same meeting as the public hearing required prior to the adoption of the district budget in accordance with Education Code 42127 and AR 3100 - Budget. (Education Code 42127, 52062)

(cf. 3100 - Budget)

(cf. 3460 - Financial Reports and Accountability)

(cf. 9320 - Meetings and Notices)

Adoption of the Plan

Prior to adopting the district budget, but at the same public meeting, the Board shall adopt the LCAP or the annual update. This meeting shall be held after the public hearing described above, but not on the same day as the hearing. (Education Code 52062)

The Board may adopt revisions to the LCAP at any time during the period in which the plan is in effect, provided the Board follows the process to adopt the LCAP pursuant to Education Code 52062 and the revisions are adopted in a public meeting. (Education Code 52062)

Submission of Plan to County Superintendent of Schools

Not later than five days after adoption of the LCAP or the annual update to the LCAP, the Board shall file the LCAP or the annual update with the County Superintendent of Schools. (Education Code 52070)

If the County Superintendent sends, by August 15, a written request for clarification of the contents of the LCAP or the annual update, the Board shall respond in writing within 15 days of the request. If the County Superintendent then submits recommendations for amendments to the LCAP within 15 days of receiving the Board's response, the Board shall consider those recommendations in a public meeting within 15 days of receiving the recommendations. (Education Code 52070)

Monitoring Progress

The Superintendent or designee shall report to the Board, at least annually in accordance with the timeline and indicators established by him/her and the Board, regarding the district's progress toward attaining each goal identified in the LCAP. Evaluation data shall be used to recommend any necessary revisions to the LCAP.

(cf. 0500 - Accountability)

Technical Assistance/Intervention

When it is in the best interest of the district, the Board may submit a request to the County Superintendent for technical assistance, including, but not limited to: (Education Code 52071)

1. Assistance in the identification of district strengths and weaknesses in regard to state priorities and review of effective, evidence-based programs that apply to the district's goals
2. Assistance from an academic expert, team of academic experts, or another district in the county in identifying and implementing effective programs to improve the outcomes for student subgroups
3. Advice and assistance from the California Collaborative for Educational Excellence established pursuant to Education Code 52074

In the event that the County Superintendent requires the district to receive technical assistance pursuant to Education Code 52071, the Board shall review all recommendations received from the County Superintendent or other advisor and shall consider revisions to the LCAP as appropriate in accordance with the process specified in Education Code 52062.

If the Superintendent of Public Instruction (SPI) identifies the district as needing intervention pursuant to Education Code 52072, the district shall cooperate with any action taken by the SPI or any academic advisor appointed by the SPI, which may include one or more of the following:

1. Revision of the district's LCAP
2. Revision of the district's budget in accordance with changes in the LCAP
3. A determination to stay or rescind any district action that would prevent the district from improving outcomes for all student subgroups, provided that action is not required by a collective bargaining agreement

Legal Reference:

EDUCATION CODE

17002 State School Building Lease-Purchase Law, including definition of good repair
 41020 Audits
 42127 Public hearing on budget adoption
 42238.01-42238.07 Local control funding formula
 44258.9 County superintendent review of teacher assignment
 48985 Parental notices in languages other than English
 51210 Course of study for grades 1-6
 51220 Course of study for grades 7-12
 52052 Academic Performance Index; numerically significant student subgroups
 52060-52077 Local control and accountability plan
 52302 Regional occupational centers and programs

52372.5 Linked learning pilot program
 54692 Partnership academies
 60119 Sufficiency of textbooks and instructional materials; hearing and resolution
 60605.8 California Assessment of Academic Achievement; Academic Content Standards
 Commission
 60811.3 Assessment of language development
 64001 Single plan for student achievement
 99300-99301 Early Assessment Program
 UNITED STATES CODE, TITLE 20
 6312 Local educational agency plan
 6826 Title III funds, local plans

Management Resources:

CSBA PUBLICATIONS

Impact of Local Control Funding Formula on Board Policies, November 2013

Local Control Funding Formula 2013, Governance Brief, August 2013

State Priorities for Funding: The Need for Local Control and Accountability Plans, Fact Sheet,
 August 2013

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Accounting Manual

WEB SITES

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

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

Policy adopted: _____

HANFORD ELEMENTARY SCHOOL DISTRICT
 Hanford, CA

(NEW)

HANFORD ELEMENTARY SCHOOL DISTRICT

Local Control And Accountability Plan

AR 0460

Philosophy, Goals, Objectives and Comprehensive Plans

Content of the Plan

The district's local control and accountability plan (LCAP) shall include, for the district and each district school: (Education Code 52060)

1. A description of the annual goals established for all students and for each numerically significant subgroup as defined in Education Code 52052, including ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, and foster youth. The LCAP shall identify goals for each of the following state priorities:

a. The degree to which district teachers are appropriately assigned in accordance with Education Code 44258.9 and fully credentialed in the subject areas and for the students they are teaching; every district student has sufficient access to standards-aligned instructional materials as determined pursuant to Education Code 60119; and school facilities are maintained in good repair as specified in Education Code 17002

(cf. 1312.4 - Williams Uniform Complaint Procedures)

(cf. 3517 - Facilities Inspection)

(cf. 4112.2 - Certification)

(cf. 4113 - Assignment)

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

b. Implementation of the academic content and performance standards adopted by the State Board of Education (SBE), including how the programs and services will enable English learners to access the Common Core State Standards and the English language development standards for purposes of gaining academic content knowledge and English language proficiency

(cf. 6011 - Academic Standards)

(cf. 6174 - Education for English Language Learners)

c. Parent/guardian involvement, including efforts the district makes to seek parent/guardian input in district and school site decision making and how the district will promote parent/guardian participation in programs for unduplicated students, as defined in Education Code 42238.02 and Board policy

(cf. 3553 - Free and Reduced Price Meals)

(cf. 6020 - Parent Involvement)

(cf. 6159 - Individualized Education Program)
 (cf. 6173.1 - Education for Foster Youth)

d. Student achievement, as measured by all of the following as applicable:

- (1) Statewide assessments of student achievement
- (2) Academic Performance Index
- (3) The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study that satisfy specified requirements and align with SBE-approved career technical education standards and frameworks, including, but not limited to, those described in Education Code 52302, 52372.5, or 54692
- (4) The percentage of English learners who make progress toward English proficiency as measured by the SBE-certified assessment of English proficiency
- (5) The English learner reclassification rate
- (6) The percentage of students who have passed an advanced placement examination with a score of 3 or higher
- (7) The percentage of students who participate in and demonstrate college preparedness in the Early Assessment Program pursuant to Education Code 99300-99301

(cf. 0500 - Accountability)
 (cf. 6141.5 - Advanced Placement)
 (cf. 6162.5 - Student Assessment)
 (cf. 6162.51 - State Academic Achievement Tests)
 (cf. 6178 - Career Technical Education)

e. Student engagement, as measured by school attendance rates, chronic absenteeism rates, middle school dropout rates, high school dropout rates, and high school graduation rates, as applicable

(cf. 6146.1 - High School Graduation Requirements)
 (cf. 5113.1 - Chronic Absence and Truancy)
 (cf. 5147 - Dropout Prevention)
 (cf. 5149 - At-Risk Students)

f. School climate, as measured by student suspension and expulsion rates and other local measures, including surveys of students, parents/guardians, and teachers on the sense of safety and school connectedness, as applicable

(cf. 5137 - Positive School Climate)

(cf. 5144 - Discipline)

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

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

g. The extent to which students have access to and are enrolled in a broad course of study that includes all of the subject areas described in Education Code 51210 and 51220, as applicable, including the programs and services developed and provided to unduplicated students and students with disabilities, and the programs and services that are provided to benefit these students as a result of supplemental and concentration grant funding pursuant to Education Code 42238.02 and 42238.03

(cf. 6143 - Courses of Study)

h. Student outcomes, if available, in the subject areas described in Education Code 51210 and 51220, as applicable

2. Any goals identified for any local priorities established by the Board.

(cf. 0200 - Goals for the School District)

3. A description of the specific actions the district will take during each year of the LCAP to achieve the identified goals, including the enumeration of any specific actions necessary for that year to correct any deficiencies in regard to the state and local priorities specified in items #1-2 above. Such actions shall not supersede provisions of existing collective bargaining agreements within the district.

For purposes of the descriptions required by items #1-3 above, the Board may consider qualitative information, including, but not limited to, findings that result from any school quality reviews conducted pursuant to Education Code 52052 or any other reviews. (Education Code 52060)

For any local priorities addressed in the LCAP, the Board and Superintendent or designee shall identify the method for measuring the district's progress toward achieving those goals. (Education Code 52060)

To the extent practicable, data reported in the LCAP shall be reported in a manner consistent with how information is reported on a school accountability report card. (Education Code 52060)

(cf. 0510 - School Accountability Report Card)

Annual Updates

On or before July 1 of each year, the LCAP shall be updated using the template developed by the SBE and shall include all of the following: (Education Code 52061)

1. A review of any changes in the applicability of the goals described in the existing LCAP pursuant to the section "Content of the Plan" above
2. A review of the progress toward the goals included in the existing LCAP, an assessment of the effectiveness of the specific actions described in the existing LCAP toward achieving the goals, and a description of changes to the specific actions the district will make as a result of the review and assessment
3. A listing and description of the expenditures for the fiscal year implementing the specific actions included in the LCAP and the changes to the specific actions made as a result of the reviews and assessment required by items #1-2 above
4. A listing and description of expenditures for the fiscal year that will serve unduplicated students and students redesignated as fluent English proficient

Availability of the Plan

The Superintendent or designee shall post the LCAP and any updates or revisions to the LCAP on the district's web site. (Education Code 52065)

(cf. 1113 - District and School Web Sites)

Regulation approved:

HANFORD ELEMENTARY SCHOOL DISTRICT
Hanford, CA

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Board of Trustees

FROM: Paul J. Terry, Ed. D.

DATE: August 4, 2014

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: August 13, 2014.

ITEM: Consider adoption of the following new Administrative Regulation:

- AR 5145.3 – Nondiscrimination/Harassment (new)

PURPOSE: This new Administrative Regulation provides measures complying with state and federal law and regulation prohibiting, at school or in any school activity related to school attendance or under the authority of the district, discrimination, harassment, intimidation, or bullying against students based on actual or perceived characteristics.

FISCAL IMPACT: None.

RECOMMENDATION: Adopt.

(NEW)

Hanford Elementary School District

Nondiscrimination/Harassment

AR 5145.3

Students

The following position is designated Coordinator for Nondiscrimination to handle complaints regarding discrimination, harassment, intimidation, or bullying and to answer inquiries regarding the district's nondiscrimination policies: (Education Code 234.1; 5 CCR 4621)

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

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

To prevent discrimination, harassment, intimidation, and bullying of students at district schools or in school activities and to ensure equal access of all students to the educational program, the Superintendent or designee shall implement the following measures:

1. Provide to employees, volunteers, and parents/guardians training and information regarding the district's nondiscrimination policy; what constitutes prohibited discrimination, harassment, intimidation, or bullying; how and to whom a report of an incident should be made; and how to guard against segregating or stereotyping students when providing instruction, guidance, supervision, or other services to them. Such training and information shall include guidelines for addressing issues related to transgender and gender-nonconforming students.

(cf. 1240 - Volunteer Assistance)
(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

2. Provide to students a handbook that contains age-appropriate information that clearly describes the district's nondiscrimination policy, procedures for filing a complaint, and resources available to students who feel that they have been the victim of any such behavior. (Education Code 234.1)

3. Annually notify all students and parents/guardians of the district's nondiscrimination

policy and of the opportunity to inform the Coordinator whenever a student's participation in a sex-segregated school program or activity together with another student of the opposite biological sex would be against the student's religious beliefs and/or practices or a violation of his/her right to privacy. In such a case, the Coordinator shall meet with the student and/or parent/guardian to determine how best to accommodate the student.

(cf. 5145.6 - Parental Notifications)

4. Publicize the district's nondiscrimination policy and related complaint procedures to students, parents/guardians, employees, volunteers, and the general public and post them on the district's web site and other locations that are easily accessible to students. (Education Code 234.1)

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District-Sponsored Social Media)

5. When 15 percent or more of a school's students speak a single primary language other than English, translate the nondiscrimination policy, related complaint procedures, and all forms for use in the complaint process into that other language. (Education Code 234.1, 48985)

6. At the beginning of each school year, inform school employees that any employee who witnesses any act of discrimination, harassment, intimidation, or bullying against a student is required to intervene if it is safe to do so. (Education Code 234.1)

7. At the beginning of each school year, inform each principal or designee of the district's responsibility to provide appropriate accommodation(s) to protect students' privacy rights and ensure their safety from threatened or potentially harassing, intimidating, or discriminatory behavior.

Process for Initiating and Responding to Complaints

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

Any school employee who observes an incident of discrimination, harassment, intimidation, or bullying or to whom such an incident is reported shall immediately 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 Coordinator shall immediately investigate the complaint in accordance with the district's uniform complaint procedures specified in AR 1312.3 - Uniform Complaint Procedures.

Transgender and Gender-Nonconforming Students

Gender identity means a person's gender-related identity, appearance, or behavior, whether or not

that gender-related identity, appearance, or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth.

Gender expression means a person's gender-related appearance and behavior, whether or not stereotypically associated with the person's assigned sex at birth. (Education Code 210.7)

Transgender student means a student whose gender identity or gender expression is different from that traditionally associated with the assigned sex at birth.

Gender-nonconforming student means a student whose gender expression differs from stereotypical expectations.

To ensure that transgender and gender-nonconforming students are afforded the same rights, benefits, and protections provided to all students by law and Board policy, the district shall address each situation on a case-by-case basis, in accordance with the following guidelines:

1. **Right to privacy:** A student's transgender or gender-nonconforming status is his/her private information and the district will only disclose the information to others with the student's prior consent, except when the disclosure is otherwise required by law or is necessary to preserve the student's physical or mental well-being. Any district employee to whom a student discloses his/her transgender or gender-nonconforming status shall seek the student's permission to notify the Coordinator for Nondiscrimination. If the student refuses to give permission, the employee shall keep the student's information confidential, unless he/she is required to disclose or report the student's information pursuant to law or district policy, and shall inform the student that it may be impossible to accommodate the student's needs related to his/her status as a transgender or gender-nonconforming student. If the student permits the employee to notify the Coordinator, the employee shall do so within three school days.

As appropriate, the Coordinator shall discuss with the student any need to disclose the student's transgender or gender-nonconformity status to his/her parents/guardians and/or others, including other students, teacher(s), or other adults on campus. Any decision to disclose the student's status to others shall be based on the student's best interest.

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

2. **Determining a Student's Gender Identity:** The Coordinator shall accept the student's assertion unless district personnel present a credible basis for believing that the student's assertion is for an improper purpose. In such a case, the Coordinator shall document the improper purpose and, within seven school days of receiving notification of the student's assertion, shall provide a written response to the student and, if appropriate, to his/her parents/guardians.

3. **Addressing a Student's Transition Needs:** The Coordinator shall arrange a meeting with the student and, if appropriate, his/her parents/guardians to identify potential issues, including transition-related issues, and to develop strategies for addressing them. The meeting shall

discuss the transgender or gender-nonconforming student's rights and how those rights may affect and be affected by the rights of other students and shall address specific subjects related to the student's access to facilities and to academic or educational support programs, services, or activities, including, but not limited to, sports and other competitive endeavors. In addition, the Coordinator shall identify specific school site employee(s) to whom the student may report any problem related to his/her status as a transgender or gender-nonconforming individual, so that prompt action could be taken to address it.

4. Accessibility to Sex-segregated Facilities, Programs, and Activities: The district may maintain sex-segregated facilities, such as restrooms and locker rooms, and sex-segregated programs and activities, such as physical education classes, intermural sports, and interscholastic athletic programs. A student shall be entitled to access facilities and participate in programs and activities consistent with his/her gender identity. In addition, a student shall be permitted to participate in accordance with his/her gender identity in other circumstances where students are separated by gender, such as for class discussions, yearbook pictures, and field trips. However, a student's right to participate in a sex-segregated activity in accordance with his/her gender identity shall not render invalid or inapplicable any other eligibility rule established for participation in the activity.

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

(cf. 6153 - School-Sponsored Trips)

(cf. 7110 - Facilities Master Plan)

5. Student Records: A student's legal name or gender as entered on the mandatory student record required pursuant to 5 CCR 432 shall only be changed pursuant to a court order. However, at the written request of a student or, if appropriate, his/her parents/guardians, the district shall use the student's preferred name and pronouns consistent with his/her gender identity on all other district-related documents.

(cf. 5125 - Student Records)

(cf. 5125.1 - Release of Directory Information)

6. Names and Pronouns: If a student so chooses, district personnel shall be required to address the student by a name and the pronouns consistent with his/her gender identity, without the necessity of a court order or a change to his/her official district record. However, inadvertent slips or honest mistakes by district personnel in the use of the student's name and/or consistent pronouns shall not constitute a violation of this administrative regulation or the accompanying district policy.

7. Uniforms/Dress Code: A student has the right to dress in a manner consistent with his/her gender identity, subject to any dress code adopted on a school site.

(cf. 5132 - Dress Code)

Regulation approved: _____

HANFORD ELEMENTARY SCHOOL DISTRICT
Hanford, CA

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Board of Trustees

FROM: Dr. Paul J. Terry

DATE: August 4, 2014

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: August 13, 2014

ITEM: Consider approval of the following Exhibit to Board Bylaw:
• Exhibit to BB 9250 – Remuneration, Reimbursement,
And Other Benefits.

PURPOSE: Resolution for use in providing compensation for Board Meetings missed based on a finding of one or more specified circumstances.

FISCAL IMPACT:

RECOMMENDATION: Approve.

HANFORD ELEMENTARY SCHOOL DISTRICT

Exhibit

Remuneration, Reimbursement And Other Benefits

E 9250

Board Bylaws

RESOLUTION ON BOARD COMPENSATION FOR MISSED MEETINGS

WHEREAS, the Governing Board of the _____ School District appreciates the services provided by members of the Board and provides compensation for meeting attendance in accordance with Education Code 35120 and Board Bylaw 9250; and

WHEREAS, Education Code 35120 provides that the monthly compensation provided to Board members shall be commensurate with the percentage of meetings attended during the month unless otherwise authorized by Board resolution; and

WHEREAS, Education Code 35120 specifies limited circumstances under which the Board is authorized to compensate a Board member for meetings he/she missed; and

WHEREAS, the Board finds that (name of Board member) did not attend the Board meeting(s) on (dates) for the following reason(s): (check applicable reasons)

- ☐ Performance of other designated duties for the district during the time of the meeting
- ☐ Illness or jury duty
- ☐ Hardship deemed acceptable by the Board

NOW THEREFORE BE IT RESOLVED that the Board of the _____ School District approves full compensation of the Board member for the month of _____.

PASSED AND ADOPTED THIS _____ day of _____, _____ at a regular meeting, by the following vote:

AYES: _____ NOES: _____ ABSENT: _____

Attest:

Secretary

President

Exhibit approved: _____

HANFORD ELEMENTARY SCHOOL DISTRICT
Hanford, CA

HANFORD ELEMENTARY SCHOOL DISTRICT**Notice of Public Hearing**

The Hanford Elementary School District will hold a public hearing to consider approval of a general waiver request of Title 5 CCR section 3051.16 (b)(3): Certification Requirements for Educational Interpreters for Deaf and Hard of Hearing Pupils.

Place: Hanford Elementary School District Board Room
714 N. White Street
Hanford, CA 93230

Date: August 13, 2014


Time: 5:45 p.m.

Publish: August 8, 2014

HANFORD ELEMENTARY SCHOOL DISTRICT
Human Resources Department

AGENDA REQUEST FORM

TO: Dr. Paul Terry

FROM: Jaime Martinez 

DATE: August 1, 2014

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

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **August 13, 2014**

ITEM: Consider approval of personnel transactions and related matters.

PURPOSE:

a. Employment

Certificated, effective 8/11/14

- Greg Brown, Teacher, Probationary
- Patricia Dondero, Teacher, Probationary
- Annise Magpayo, Teacher, Probationary
- Kathleen Salyer, School Nurse, Probationary

Classified

- Kyla Baker, Account Technician III – Accounts Payable/Procurement – 8.0 hrs., Fiscal Services, effective 7/8/14
- Jamie Barron, Food Service Worker I – 2.5 hrs., Roosevelt, effective 8/13/14
- Aristeo Calvillo, Bilingual Clerk Typist II – 8.0 hrs., Hamilton, effective 7/30/14
- Connie Casarez, Food Service Worker I – 3.25 hrs., Richmond, effective 8/13/14
- Melinda Casarez, READY Program Tutor – 4.5 hrs., Roosevelt, effective 8/8/14
- Yessenia Chacon, Bilingual Clerk Typist II – 5.0 hrs., King, effective 7/30/14
- Lauren Church, READY Program Tutor – 4.5 hrs., Washington, effective 8/8/14
- Sarah Coakley, Media Services Aide – 5.5 hrs., Wilson, effective 7/30/14
- Kendra Howlett, Special Education Aide – 5.0 hrs., Hamilton, effective 8/14/14
- Diana Lugo, READY Program Tutor – 4.5 hrs., Jefferson, effective 8/11/14

Classified (continued)

- Anna Moreno, Educational Interpreter – 6.5 hrs., Hamilton, effective 8/12/14
- Brandi Perez, READY Program Tutor – 4.5 hrs., Richmond, effective 8/8/14
- Sarah Semple, Media Services Aide – 5.5 hrs., King, effective 7/30/14
- Sylvia Solorio, Special Circumstance Aide – 5.75 hrs., Monroe, effective 8/14/14
- Ashley Urbano, Special Education Aide – 5.0 hrs., Lincoln, effective 8/14/14
- Jacqueline Vargas, READY Program Tutor – 4.5 hrs., Richmond, effective 8/8/14

Temporary Employees/Substitutes/Yard Supervisors

- Renee Barker, Yard Supervisor – 1.5 hrs., Monroe, effective 8/14/14
- Nydia Caballero, Substitute READY Program Tutor, Translator: Oral Interpreter and Written Translator, effective 8/14/14
- Connie Cavazos, Yard Supervisor – 2.0 hrs., Richmond, effective 8/14/14
- Marie Gallegos, Yard Supervisor – 3.25 hrs., Kennedy, effective 8/14/14
- Michael Hernandez, Substitute Custodian I, effective 7/15/14
- Guadalupe Lopez, Substitute Yard Supervisor, effective 8/14/14
- Memory Oebel, Substitute Yard Supervisor, effective 8/14/14; Short-term Yard Supervisor – .75 hrs., King, effective 8/14/14 to 10/31/14
- Anthony Ortiz, Substitute Custodian II, effective 7/25/14
- Sherman Royal, Short-term Custodian II – 8.0 hrs., Richmond, effective 7/1/14 to 8/27/14
- Zachary Stewart, Short-term Custodian II – 8.0 hrs., Lincoln, effective 7/1/14 to 7/31/14
- Stephanie Treviño, Yard Supervisor – 1.0 hr., Jefferson, effective 8/14/14
- Jennifer Yang, Substitute READY Program Tutor and Yard Supervisor, effective 8/14/14; Short-term Yard Supervisor – 2.25 hrs., Roosevelt, effective 8/14/14 to 10/31/14

b. Resignations

- Yvette Alvarez, Substitute Yard Supervisor, effective 4/2/14
- Donna Carpenter, Substitute Alternative Education Program Aide and Special Education Aide, effective 11/14/12
- Sharon Cronk, Learning Director, Washington, effective 6/13/14
- Henry Allen Gonzales, Substitute READY Program Tutor, effective 6/8/14
- Ashley Lizotte, READY Program Tutor – 4.5 hrs., Roosevelt, effective 6/6/14
- Jesse Padilla, Substitute Clerk Typist I, READY Program Tutor, Yard Supervisor, effective 6/13/14
- Melanie Peichoto, READY Program Tutor – 4.5 hrs., Monroe, effective 6/6/14
- Jose Picazo, Substitute Custodian I and Groundskeeper I, effective 10/1/13
- Anselmo "Sam" Rivas, Custodian II – 8.0 hrs., Lincoln, effective 7/2/14

c. Promotion

- Danny Sheldon, From Groundskeeper II – 8.0 hrs., to Irrigation Specialist – 8.0 hrs., Grounds/DSF, effective 7/1/14
- Anthony Silva, From Groundskeeper II – 8.0 hrs., to Irrigation Specialist – 8.0 hrs., Grounds/DSF, effective 7/1/14

d. Promotion/Transfer

- Don Gonzales, from Irrigation Specialist – 8.0 hrs., Grounds/DSF to Maintenance II – 8.0 hours, Maintenance/DSF, effective 7/1/14
- Cristy Goins, from Teacher, Wilson to Learning Director, Kennedy, effective 7/30/14
- Jennifer Henderson, from Induction Coach, Curriculum, Instruction and Professional Development to Learning Director, Washington, effective 7/30/14

e. Promotion/Transfer/More Hours

- Monique Carlos, from READY Program Tutor – 4.5 hrs., Roosevelt to Media Services Aide – 5.5 hrs., Jefferson, effective 7/30/14
- Erika Castorena, from Bilingual Clerk Tyist II – 5.0 hrs., King to Child Welfare and Attendance Specialist – 8.0 hrs., Child Welfare and Attendance/DO, effective 7/29/14
- William “Chris” Chambers, from Food Service Worker I – 3.25 hrs., Roosevelt to Custodian II – 8.0 hrs., Wilson, effective 7/1/14
- Vance Fredrick, from Yard Supervisor – 3.5 hrs., Washington to Custodian II – 8.0 hrs., Kennedy/King, effective 7/1/14
- Sherman Royal, from Educational Tutor K-6 – 3.5 hrs., Washington to Custodian II – 8.0 hrs., Lincoln, effective 7/28/14

f. Administrative Transfer

- Yadira Castrejon Granados, Bilingual Clerk Typist II – 8.0 hrs., from Hamilton to Richmond, effective 7/30/14
- Jose Gurrola, Custodian II – 8.0 hrs., from Simas to Wilson/Jefferson, effective 7/1/14

g. Voluntary Transfer

- Thomas “Andy” Revious – Custodian II – 8.0 hrs., from Jefferson to Simas, effective 7/1/14

h. Temporary Out-of-Class Assignment

- Mark Alcalá, from Custodian II – 8.0 hrs., Wilson to Lead Custodian – 8.0 hrs., Roosevelt, effective 6/16/14 to 6/30/14
- Gary Norris, from Custodian II – 8.0 hrs., Richmond to Lead Custodian – 8.0 hrs., Roosevelt, effective 7/1/14 to 12/19/14

i. **More Hours**

- Nilo Moreno, Food Service Worker I, from 3.0 hrs. to 3.25 hrs., Jefferson, effective 8/13/14

j. **More Hours/Transfer**

- Erika Castorena, from Bilingual Clerk Typist II – 5.0 hrs., King to Bilingual Clerk Typist II – 8.0 hrs., Richmond, effective 7/30/14 (Rescind)
- Suzanne Silva, Yard Supervisor, from 2.5 hrs., Monroe to 3.0 hrs., Simas, effective 8/14/14

k. **Reclassification**

- Agreement has been reached with CSEA to reclassify Norma Vera, from Migrant Services Specialist – 8.0 hrs., to Parent Liaison Specialist – 8.0 hrs., no change in range, Curriculum, Instruction and Professional Development/DO, effective 7/1/14

l. **Certificated Transfers/Reassignments/Reinstatements/Combination Classes**

Involuntary Transfers, effective 08/11/14

- Emily Carlton, from Washington 6th Grade to Roosevelt 6th Grade
- Miranda Mendoza-Robinson, from Hamilton 2nd Grade to Hamilton 3rd Grade
- Christina Novielli, from King Kindergarten to King 1st Grade

Voluntary Transfers, effective 08/11/14

- Crystal Avila, from Washington 1st Grade to Washington Kindergarten
- Kelly Bekedam, from Lincoln 4th Grade to Lincoln 3rd Grade
- Sara DeCuir, from Washington 6th Grade to Washington 3rd Grade
- Christina Gonzales, from Monroe Kindergarten to Monroe 2nd Grade
- Carol Hernandez, from King 2nd Grade to Richmond 1st Grade
- Lisa Hinojos, from Lincoln Kindergarten to Lincoln Transitional-Kindergarten
- Beatriz Huizar, from Jefferson 1st Grade FLI to Jefferson 3rd Grade FLI
- Rhonda Ieronimo, from Monroe Kindergarten to Monroe Transitional Kindergarten
- Stacie Johnson, from Richmond 5th Grade to Jefferson 7th Grade
- Jessica Knodel, from Hamilton 5th Grade to Hamilton 4th Grade
- Christine Luis, from Simas 6th Grade to Simas 3rd Grade
- Suzanne Mason, from Washington 1st Grade to Simas 1st Grade
- Diego Moreno, from Richmond 6th Grade to Richmond 3rd Grade
- Jamie Oliveira, from Monroe 1st Grade to Monroe 3rd Grade
- Gracie Pittman, from Monroe 3rd Grade to Monroe 2nd Grade
- Kathy Rose, from Washington 3rd Grade to Washington 1st Grade

Voluntary Transfers, effective 08/11/14 (continued)

- Tracy Ryan, from Hamilton Kindergarten to Hamilton Transitional-Kindergarten
- Diana Silva, from Monroe 3rd Grade to Monroe Kindergarten
- Carrie Vargas, from Washington 5th Grade to Wilson 7th Grade ELA/Social Studies
- Jan Wantland, from Richmond 1st Grade to Richmond 2nd Grade
- Kim Washburn, from Richmond 1st Grade to Richmond Kindergarten

Reassignments, effective 08/11/14

- Mary Detlefsen, from Kennedy Music/Band to Jefferson Music/Band
- Jennifer Levinson, from Monroe RSP to Monroe SDC
- Lisa Polder, from Monroe SDC to Wilson SDC
- Yesenia Rodriguez-Medina, from Kennedy RSP to Roosevelt RSP
- Susan Schneider, from Roosevelt RSP to Monroe RSP

Reinstatements, effective 08/11/14

- Raquel Alvarez, from Lincoln 4th/5th Grade to Lincoln 5th Grade
- Claudia Davis, from Simas 5th/6th Grade to Simas 5th Grade
- Cori Griffin, from Lincoln 3rd Grade to Lincoln Kindergarten
- Michael Koss, from Roosevelt 4th/5th Grade to Roosevelt 5th Grade
- Bethaney Kuenning, from Washington 3rd Grade to Washington 2nd Grade
- Andrew Martinez, from King Transitional-Kindergarten/Kindergarten to King Kindergarten
- Marci Mendoza, from Roosevelt 2nd/3rd Grade to Roosevelt 2nd Grade
- Alison Minick, from Washington Transitional-Kindergarten/Kindergarten to Washington Kindergarten
- Melissa Moreno, from Simas Transitional-Kindergarten/Kindergarten to Simas Kindergarten
- Sarah Princetta, from Roosevelt 5th/6th Grade to Roosevelt 5th Grade
- Anne Ramos, from Richmond Transitional-Kindergarten/Kindergarten to Richmond Kindergarten
- Patricia Rodriguez, from Simas 1st/2nd Grade to Simas 2nd Grade
- Taryn Shreckengost, from King 4th/5th Grade to King 5th Grade

Change in Work Site, effective 08/11/14

- Angel Bravo, from Simas 6th Grade FLI to Jefferson 6th Grade FLI
- Maria Gonzalez, from Simas 4th/5th Grade FLI to Jefferson 4th Grade FLI

Return from Leave of Absence, effective 08/11/14

- Melody Lee, from Leave of Absence to Wilson 8th Grade ELAS/Social Studies
- Seeka Yang, from Leave of Absence to Monroe 1st Grade

m. Leave of Absence

- Jamie Stout, Teacher, Simas, effective 2014-15 school year, education

RECOMMENDATION: Approve.

HANFORD ELEMENTARY SCHOOL DISTRICT

Agenda Request Form

TO: Dr. Paul J. Terry
FROM: Nancy White
DATE: August 4, 2014
FOR: (X) Board Meeting
() Superintendent's Cabinet
FOR: () Information
(X) Action

Date you wish to have your item considered: August 13, 2014

ITEM:

Consider declaration of surplus property.

PURPOSE:

The following property was acquired for the purpose of the District's contract for servicing the Kings Schools Transportation Authority (County Special Ed) buses. The District is no longer providing this service and the parts are no longer of use to the District.

PROPERTY

Bus Repair Parts Inventory

VALUE

\$6,500 Lot

Ed Code Sections 17545 and 17546 allow the Board to advertise for bids and either sell the property to the highest bidder or reject all bids. Notice for bids shall be posted in at least three public places in the District for at least two weeks. Property for which no qualified bid has been received may be sold without further advertising.

FISCAL IMPACT:

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

RECOMMENDATION:

Declare the property as surplus and approve disposition by sale.