

Hanford Elementary School District

REGULAR BOARD MEETING AGENDA

Wednesday, June 13, 2018

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

OPEN SESSION

5:30 p.m.

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

CLOSED SESSION

- **Personnel** *(Pursuant to Government Code 54956.9, trustees will adjourn to Closed Session to discuss the items listed below. The items to be discussed shall be announced in accordance with Government Code Section 54954.5 and/or under Education Code provisions)*
 - Conference with Labor Negotiators – (GC 54957.6)
Agency Representatives: J. Gabler & J. Martinez
Employee Organization: CSEA
 - Public Employee Performance Evaluation (GC 54957) – Superintendent

OPEN SESSION

- Take action on closed session items

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 total time for public input on each item to 20 minutes.)

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

2. CONSENT ITEMS

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

- a) Accept warrant listings dated May 18, 2018, May 25, 2018 and June 1, 2018.
- b) Approve minutes of Regular Board Meeting held on May 23, 2018.
- c) Approve donation of \$123.10 from Box Top Education to Jefferson for Student Incentives.
- d) Approve donation of \$6,732.00 from PTC to Simas for General Fund.
- e) Approve donation of \$150.00 from Edison International to Wilson for Student Rewards, and School Events and Activities.
- f) Consider adoption of Resolution #27-18: Absent Board Member Compensation

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

PUBLIC HEARING: 2018-2019 HESD LOCAL CONTROL ACCOUNTABILITY PLAN (LCAP)
(Information Only) <https://www.hesd.k12.ca.us/view/2726.pdf>

PUBLIC HEARING: 2018-2019 JEFFERSON CHARTER SCHOOL LOCAL CONTROL ACCOUNTABILITY PLAN (LCAP) (Information Only) <https://www.hesd.k12.ca.us/view/2730.pdf>

3. INFORMATION ITEMS

- a) Receive for information a report from the Parent Advisory Committee Meeting held on April 24, 2018 (for meeting #4) (Carlton)
- b) Receive for information monthly financial reports for the period of 07/01/2017 – 4/30/2018 (Endo)
- c) Receive for information a report from the District English Learner Advisory Committee (DELAC) for the meeting held on April 18, 2018 (for meeting #4) (Gomez)
- d) Receive for information the following revised Administrative Regulation: (Martinez)
 - AR 4212.1 – Employment Contracts (revised and title change to Employment Agreements)

4. BOARD POLICIES AND ADMINISTRATION

- a) Consider approval of the HESD 2017-2018 Evaluation of Consolidated Programs/Comprehensive Needs Assessment (Title I Evaluation) (Carlton)
- b) Consider approval of Consolidated Application for Funding Categorical Aid Programs (Summer Release) (Carlton)
- c) Consider approval of 2018-2019 updated school plans (Carlton)
- d) Consider approval of re-entering into an agreement with the City of Hanford and the Hanford Police Department to continue participation in the School Resource Officer Program (Gabler)
- e) Hear public comments and consider approval of negotiated amendments to the 2016-2019 Collective Bargaining Agreement with the Hanford Elementary Teachers Association (HETA) (Martinez)
- f) Consider approval of Memorandum of Understanding between Big Smiles of California and the Hanford Elementary School District (McConnell)
- g) Consider approval of Memorandum of Understanding between Paradigm Healthcare Services and the Hanford Elementary School District (McConnell)
- h) Consider approval of Memorandum of Understanding between Teresa A. Jaquez, LMFT and the Hanford Elementary School District (McConnell)
- i) Consider adoption of 2019-2020 school calendar (Strickland)
- j) Consider approval of a Memorandum of Understanding between ValleyPBS and the Hanford Elementary School District (Yadon)
- k) Consider approval of the following revised Exhibit: (Endo)
 - E3553 – Free and Reduced Meals
- l) Consider approval of the following revised Board Policy and Administrative Regulation: (Gabler)
 - BP/AR 1340 – Access to District Records
- m) Consider approval of the following revised Board Policy and Exhibit: (Gabler)
 - BP/E 5145.6 – Parental Notifications

5. PERSONNEL (Martinez)

a) Employment

Certificated, effective 8/9/18

- Joseph Britton, Teacher, Probationary
- Catherine Castaneda, Teacher, Probationary
- Jaqueline Gonzales, Teacher, Probationary
- Kelly Korhonen Halligan, Teacher, Probationary
- Matthew Okumoto, Teacher, Temporary
- Frederick Williams, Jr., Teacher, Probationary
- LeAnn Williamson, School Nurse, Probationary

Temporary Employees/Substitutes/Yard Supervisors

- Melisa Wakefield, Special Education Aide – 1.75 hrs., Washington, effective 5/14/18 to 6/6/18

b) Short-term Employment

CLASSIFIED STAFF SUMMER PROGRAMS

Special Education Extended School Year at Lee Richmond School

- Danna Bailey, Bus Driver – 4.0 hrs., effective 6/11/18 to 6/28/18
- Melody Cantrell, Special Education Aide – 5.75 hrs., effective 6/11/18 to 6/28/18
- Maribel Santiago, Special Education Aide – 5.75 hrs., effective 6/11/18 to 6/28/18

Summer Enrichment Program at Lee Richmond School

- Cindy Navarro, Short-term Custodian II – 6.5 hrs., Richmond, effective 6/19/18 to 6/29/18
- Maria Jones, Bus Driver – 4.0 hrs., effective 6/18/18 to 6/29/18
- Daisy Wallace, Bilingual Licensed Vocational Nurse – 5.5 hrs., effective 6/18/18 to 6/29/18

Migrant Summer School at Jefferson School

- Edgar Hernandez, Short-term Custodian I – 6.0 hrs., effective 6/11/18 to 6/29/18
- Sandy Perez, Bus Driver – 4.0 hrs., effective 6/11/18 to 6/29/18

Migrant Summer School at West Hills College

- Maricia Cuevas, Bus Driver – 5.0 hrs., West Hills, effective 6/18/18 to 6/28/18

Seamless Summer Meal Program

- Corina Carrera, Cook/Baker – 5.5 hrs., Food Services, effective 6/11/18 to 7/27/18
- Connie Casarez, Food Service Worker I – 2.5 hrs., Richmond, effective 6/11/18 to 7/27/18
- Veronica Grever, Food Service Worker I – 2.5 hrs., Richmond, effective 6/11/18 to 7/27/18
- Veronica Leach, Yard Supervisor – 1.75 hrs., Richmond, effective 6/11/18 to 7/27/18
- Leonor Littlejohn, Food Service Worker I – 2.5 hrs., Jefferson, effective 6/11/18 to 7/27/18
- Sylvia Lombera, Yard Supervisor – 1.75 hrs., Lincoln, effective 6/11/18 to 7/27/18
- Daisy Maya-Gaona, Food Service Worker I – 2.5 hrs., Jefferson, effective 6/11/18 to 7/27/18
- Alyssa Null, Food Service Worker II – 2.5 hrs., Lincoln, effective 6/11/18 to 7/27/18
- Alma Pina, Food Service Worker I – 2.5 hrs., Lincoln, effective 6/11/18 to 7/27/18
- Felimena Reynolds, Yard Supervisor – 1.75 hrs., Jefferson, effective 6/11/18 to 7/27/18

c) Resignations

- Sarah Bartron, READY Program Tutor – 4.5 hrs., Richmond, effective 6/6/18
- Deborah Chinchock, Substitute Babysitter and Clerk Typist II, effective 10/6/17
- Lindsay Nelson, Teacher, Richmond, effective 6/6/18
- Robert Leon, Bilingual Student Specialist K-6 – 8.0 hrs., Roosevelt, effective 6/13/18
- Julius Rojas, READY Program Tutor – 4.5 hrs., Lincoln, effective 6/6/18

- d) Retirement
 - Janice Aragon, Bilingual Clerk Typist II – 8.0 hrs., King, effective 6/13/18
 - Rose Pimentel, Teacher, Wilson, effective 6/6/18
- e) More Hours/Transfer
 - Carolina Garcia, from Bilingual Clerk Typist II – 5.0 hrs., Monroe to Bilingual Clerk Typist II – 8.0 hrs., King, effective 7/31/18
- f) Promotion
 - Roxanna Hernandez, from READY Program Tutor – 4.5 hrs. to Special Education Aide – 5.0 hrs., Monroe, effective 8/14/18
- g) Promotion/Transfer
 - Cruz Chavez, from Educational Tutor K-6 – 3.5 hrs., Monroe to Parent Liaison Specialist – 8.0 hrs., Curriculum, Instruction and Professional Development, effective 7/30/18
 - Frank Gonzales, from Alternative Education Program Aide – 5.5 hrs., Community Day School to Student Specialist K-6 – 8.0 hrs., Simas, effective 7/31/18
- h) Lateral Change/Decrease in Hours/Change in Work Year
 - Monica Toomes, from Special Education Aide – 5.0 hrs., 180 days to Educational Tutor – 3.5 hrs., 150 days, Monroe, effective August 30, 2018
- i) Change in Work Year
 - School Operations Officer, from 199 work day, 13 holidays and 19 vacation days to 204 work days, 13 holidays and 20 vacations days, effective with the 2018-19 school year.
- j) Ratify Assistant Superintendents/CBO Employment Contracts for 2018-2019 (Gov. Code Section 53262)
 - David Endo, Chief Business Official, Fiscal Services
 - Jaime Martinez, Human Resources
 - Karen McConnell, Special Services
 - Jill Rubalcava, Curriculum, Instruction, and Professional Development
- k) Volunteers

<u>Name</u>	<u>School</u>
Chad Nielsen (HESD Employee)	Jefferson
Amber Walecki	Simas

PUBLIC HEARING: 2017-2018 HANFORD ELEMENTARY SCHOOL DISTRICT BUDGET

For the Budget Report go to: <https://www.hesd.k12.ca.us/files/user/502/file/20182019%20budgetbook.pdf>

6. FINANCIAL (Endo)

- a) Consider approval of contract with School Services of California for the 2018-2019 fiscal year
- b) Consider approval of an amendment to the architectural services agreement with Teter
- c) Consider allowing the District to participate in the Community Eligibility Provision (CEP) districtwide
- d) Consider approval of renewal of services with the San Joaquin Valley Purchasing Co-op
- e) Consider approval of renewal of services and memorandum of understanding with the Super Co-op

ADJOURN MEETING

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 06/04/2018

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 06/13/2018

ITEM:

Consider approval of warrants.

PURPOSE:

The administration is requesting the approval of the warrants as listed on the registers dated: 05/18/18, 05/25/18 and 06/01/18.

FISCAL IMPACT:

See attached.

RECOMMENDATIONS:

Approve the warrants.

Warrant Register For Warrants

Dated 05/18/2018

Warrant Number	Vendor Number	Vendor Name	Amount
12578950	3599	4IMPRINT INC Inst'l Matl's	\$5,089.19
12578951	6271	MARIBEL AGUILERA Study Trip	\$10.00
12578952	59	AMERIPRIDE UNIFORM SERVICES Laundry/Mop/Mat Services	\$3,144.63
12578953	59	AMERIPRIDE UNIFORM SERVICES Laundry/Mop/Mat Services	\$340.09
12578954	4119	KRISTINA BALDWIN Awards	\$21.05
12578955	3258	BANK OF AMERICA Travel & Conf	\$7,608.66
12578956	236	STATE OF CALIFORNIA Other Services	\$711.00
12578957	355	CDT INC. Other Services	\$35.00
12578958	7160	CREATIVE ALTERNATIVES SCHOOL Other Services	\$7,344.00
12578959	4815	DIGITECH INTEGRATIONS INC Repairs	\$115.00
12578960	5786	DOCUMENT TRACKING SERVICES Other Services	\$2,910.83
12578961	7161	E COMPLETE LLC Inst'l Matl's	\$4,057.45
12578962	2459	FACSCO Equipment	\$5,106.26
12578963	6453	FLOWERS BAKING COMPANY Food	\$2,068.52
12578964	1769	FRESNO PRODUCE Food	\$15,139.85
12578965	561	ALICE GARCIA EE Recognition Awards	\$49.16
12578966	2749	GARDA CL WEST INC. Kitchen Services	\$532.75
12578967	1393	GAS COMPANY Gas	\$1,134.81
12578968	571	GEARY PACIFIC SUPPLY Maintenance Supplies	\$157.09
12578969	591	GOLD STAR FOODS Food	\$24,157.01
12578970	2157	YOLANDA GOMES Supplies	\$13.93
12578971	4075	PETER GONSALVES Mileage	\$358.99
12578972	623	H.E.S.D. FOOD SVCS. PETTY CASH Prepaid Meals	\$40.00
12578973	631	CITY OF HANFORD Field Trip	\$855.00
12578974	2528	INDUSTRIAL PLUMBING SUPPLY Maintenance Supplies	\$534.21
12578975	3718	ISLAND WATER PARK Field Trip	\$6,057.02
12578976	3718	ISLAND WATER PARK Field Trip	\$784.00
12578977	2062	JOHN'S INCREDIBLE PIZZA Field Trip	\$591.07
12578978	3494	KINGS COUNTY BOWL Field Trip	\$732.00
12578979	3962	KINGS COUNTY GLASS Repairs	\$367.61
12578980	5206	KINGS COUNTY OFFICE OF EDUCATION Special Ed	\$337.88
12578981	6962	KRAZAN AND ASSOCIATES INC. Buildings & Improvements	\$617.00
12578982	820	SHEILA E KURTZ READY Supplies	\$57.32
12578983	827	LA TAPATIA TORTILLERIA INC. Food	\$708.51
12578984	7155	LENOVO INC. Equipment	\$9,736.13
12578985	5307	JENNIFER LEVINSON Mileage	\$128.62
12578986	5312	CITY OF LINDSAY Field Trip	\$4,628.25
12578987	961	ME-N-ED'S PIZZA PARLOR Parent Participation	\$181.78
12578988	5055	METRO 4 CINEMAS Field Trip	\$1,000.00
12578989	1004	MORRISON'S SILKSCREEN Inst'l Matl's	\$214.50
12578990	6050	NETSOURCE GLOBAL INC Equipment/Equipment Replacement	\$15,948.65
12578991	6257	ORCHARD SUPPLY HARDWARE Maint/Grounds/Custodial Supplies	\$2,690.28
12578992	5111	P & R PAPER SUPPLY COMPANY INC Kitchen Supplies	\$4,125.10
12578993	1168	PRODUCERS DAIRY PRODUCTS Food	\$13,940.78
12578994	1700	R & R PRODUCTS INC. Grounds Matl's	\$124.55
12578995	1204	SHARON RAMSEIER-WILLIAMS Inst'l Consultant	\$1,980.00
12578996	7169	REGAL ENTERTAINMENT GROUP Field Trip	\$1,068.00
12578997	7169	REGAL ENTERTAINMENT GROUP Field Trip	\$643.20

Warrant Register For Warrants

Dated 05/18/2018

Warrant Number	Vendor Number	Vendor Name	Amount
12578998	1303	SAVE MART SUPERMARKETS Food	\$291.80
12578999	1303	SAVE MART SUPERMARKETS Supplies	\$58.67
12579000	1374	SMART & FINAL STORES (HFD DO) Supplies	\$491.46
12579001	1801	SMART & FINAL STORES (HFD KIT) Food	\$385.61
12579002	4640	SOLUTION TREE Books	\$86.77
12579003	1392	SOUTHERN CALIFORNIA EDISON CO. Electricity	\$39,318.35
12579004	6785	SPY SCREEN & IMAGE PRINTING Printed Matl's	\$333.75
12579005	7122	SQUARED AWAY GRAPHICS Inst'l Matl's	\$160.96
12579006	1403	STANISLAUS FOUNDATION – DENTAL Other Services	\$12,530.78
12579007	2348	STEVE WEISS MUSIC Band Matl's	\$649.93
12579008	3728	JASON STRICKLAND Travel & Conf	\$30.00
12579009	1435	SUPERIOR DAIRY EE Recognition Ceremony	\$275.00
12579010	2188	SUPPLYWORKS Warehouse/Custodial/Maint/Grounds Supplies	\$3,271.27
12579011	2188	SUPPLYWORKS Kitchen Supplies	\$106.82
12579012	1444	SYSCO FOODSERVICES OF MODESTO Food	\$23,429.20
12579013	4914	TKO ELECTRONICS INC Tech Matl's	\$6,579.80
12579014	7156	TOLLESON GOLF CARS INC. Repairs	\$258.95
12579015	2138	THE TREE HOUSE Kitchen Supplies	\$188.49
12579016	5810	TROPHY DEPOT INC. Inst'l Matl's	\$2,334.67
12579017	4064	TULARE COUNTY OFFICE OF ED Inst'l Consultant	\$9,200.00
12579018	4114	TULARE COUNTY OFFICE OF EDUCATION Travel & Conf	\$5,000.00
12579019	3749	ULINE INC Equipment	\$1,030.50
12579020	6861	ISABEL VEGA Travel & Conf	\$198.00
12579021	1647	VERITIV OPERATING COMPANY Printing Supplies	\$772.20

Total Amount of All Warrants:

\$255,179.71

Credit Card Register For Payments

Dated 05/18/2018

Document Number	Vendor Number	Vendor Name	Amount
14022977	2409	ALERT-O-LITE INC. Maint/Grounds Supplies	\$401.86
14022978	126	BEDARD CONTROLS INC. Repairs	\$522.26
14022979	149	BLICK ART MATERIALS Inst'l Matl's	\$317.71
14022980	179	BUDDY'S TROPHY SUPPLY READ Matl's	\$25.20
14022981	509	EWING IRRIGATION PRODUCTS Grounds Supplies	\$202.83
14022982	2321	GRAPHIC ENTERPRISES INC. TRC Supplies	\$1,307.81
14022983	1111	J W PEPPER & SON INC Band Supplies	\$592.72
14022984	5280	J&E RESTAURANT SUPPLY INC Equipment	\$4,511.92
14022985	2463	JONES SCHOOL SUPPLY CO. INC. Inst'l Matl's	\$1,883.70
14022986	1002	MORGAN & SLATES INC. Maint/Grounds Supplies	\$62.66
14022987	1071	ORIENTAL TRADING CO. INC. Inst'l Matl's	\$2,090.66
14022988	2524	ROCHESTER 100 INC. Inst'l Matl's	\$1,250.00
14022989	3583	SAN JOAQUIN IMPERIAL Printing Supplies	\$407.55
14022990	1313	SCHOLASTIC TEACHERS STORE Books	\$3,679.23
14022991	1345	SHIFFLER EQUIPMENT SALES INC. Maint Supplies	\$163.79
14022992	1350	SIGN WORKS Printed Matl's	\$298.92
14022993	898	WILLIAM V. MACGILL & CO Medical Supplies	\$1,514.37
Total Amount of All Credit Card Payments:			\$19,233.19

Warrant Register For Warrants

Dated 05/25/2018

Warrant Number	Vendor Number	Vendor Name	Amount
12579518	6403	A BOUNCIN' BLAST Inst'l Consultant	\$825.00
12579519	6403	A BOUNCIN' BLAST Inst'l Consultant	\$2,880.00
12579520	6403	A BOUNCIN' BLAST Inst'l Consultant	\$1,475.00
12579521	6817	ALEJANDRO ACEVEDO Mileage	\$29.43
12579522	4787	AKJ WHOLESALE LLC Books	\$548.47
12579523	6431	AMAZON.COM Inst'l Matl's/Books	\$20,407.51
12579524	5796	AMF VISALIA LANES Field Trip	\$1,900.75
12579525	6253	AT&T Telephone	\$1,624.75
12579526	3947	ATKINSON ANDELSON LOYA RUUD & ROMO Legal	\$1,443.75
12579527	5651	CALIFORNIA JUMPING OF FRESNO Inst'l Consultant	\$2,212.00
12579528	5154	RICK CALVILLO Travel & Conf	\$99.00
12579529	1667	CDW GOVERNMENT INC. Equipment/Tech Matl's	\$3,829.11
12579530	3839	CREATIVE THERAPY STORE Psych Matl's	\$91.80
12579531	2560	CRUSHA ELECTRIC MOTOR Maintenance Supplies	\$139.43
12579532	1693	E M THARP INC Repairs	\$1,276.72
12579533	7146	EMBASSY FLAG INC. Office Matl's	\$1,115.77
12579534	6232	FOLLETT LIBRARY RESOURCES Books	\$30,184.57
12579535	5949	FREESTYLE EVENT SERVICES INC Other Services	\$2,500.00
12579536	1393	GAS COMPANY Gas	\$213.87
12579537	3305	GILBERT ELECTRIC COMPANY Repairs	\$7,906.76
12579538	2157	YOLANDA GOMES Study Trip/Supplies	\$67.64
12579539	6020	FRANK R GONZALES Mileage	\$177.56
12579540	2528	INDUSTRIAL PLUMBING SUPPLY Maintenance Supplies	\$1,853.13
12579541	6665	ISOM ADVISORS URBAN FUTURES INC Other Services	\$3,350.00
12579542	4597	IVS COMPUTER TECHNOLOGY Tech Matl's	\$4,330.50
12579543	6802	KERN OIL FILTER RECYCLING Repairs	\$117.90
12579544	820	SHEILA E KURTZ READY Supplies	\$106.02
12579545	986	LAWNMOWER MAN Equipment/Grounds	\$1,994.83
12579546	5307	JENNIFER LEVINSON Supplies	\$29.49
12579547	7176	HEATHER MILLER Other Services	\$20.50
12579548	1389	PATRICIA SOPER Travel & Conf	\$31.00
12579549	1403	STANISLAUS FOUNDATION – DENTAL Other Services	\$10,425.62
12579550	7127	SUNCO DESIGNS Inst'l Matl's	\$1,018.88
12579551	6823	TCG GROUP HOLDINGS Other Services	\$262.00
12579552	7106	VERBENA NURSERY Grounds Matl's	\$482.63
12579553	1575	WALMART COMMUNITY RFCSLLC Warehouse/READY Supplies	\$258.93
12579554	2861	WOODROW WILSON STUDENT BODY Other Services	\$1,000.00

Total Amount of All Warrants:

\$106,230.32

Credit Card Register For Payments
Dated 05/25/2018

Document Number	Vendor Number	Vendor Name	Amount
14023043	5845	ADORAMA CAMERA Inst'l Media	\$119.60
14023044	2409	ALERT-O-LITE INC. Grounds Matl's	\$177.22
14023045	91	AUTOMATED OFFICE SYSTEMS Postage Meter	\$490.46
14023046	416	DEMCO INC. Inst'l Media	\$701.85
14023047	4430	G W SCHOOL SUPPLY Inst'l Matl's	\$323.51
14023048	599	GOPHER SPORT Athletic Supplies	\$1,498.26
14023049	1313	SCHOLASTIC TEACHERS STORE Books	\$2,568.04
Total Amount of All Credit Card Payments:			\$5,878.94

Warrant Register For Warrants

Dated 06/01/2018

Warrant Number	Vendor Number	Vendor Name	Amount
12580348	6431	AMAZON.COM Office Supplies	\$760.43
12580349	6964	CENTRAL VALLEY PRINT SOLUTIONS Printing Supplies	\$21,312.45
12580350	319	CHEVRON & TEXACO Travel & Conf	\$96.03
12580351	3068	DEBRA COLVARD Mileage	\$46.98
12580352	528	FOCUS PACKAGING & SUPPLY CO Warehouse	\$3,828.83
12580353	1393	GAS COMPANY Gas	\$264.33
12580354	3305	GILBERT ELECTRIC COMPANY Equipment	\$6,600.00
12580355	5644	GOTTSCHALK MUSIC CENTER Band Matl's	\$787.14
12580356	5813	HANFORD FOX THEATER Field Trip	\$1,883.00
12580357	686	JERI HIGDON Travel & Conf/Mileage	\$40.21
12580358	711	THE HORN SHOP Equipment/Band Matl's	\$2,014.96
12580359	3760	KINGS COUNTY AIR Repairs	\$800.00
12580360	805	KINGS COUNTY DEPT. OF FINANCE Other Services	\$285.00
12580361	796	KINGS COUNTY OFFICE OF ED Other Services	\$160.00
12580362	5304	KONA ICE OF KINGS COUNTY Rewards	\$345.00
12580363	817	KROEGER EQUIPMENT & SUPPLY CO Transportation Supplies	\$134.92
12580364	2018	LEARNING RESOURCES INC. Inst'l Matl's	\$945.47
12580365	977	ORAL E. MICHAM INC. Buildings & Improvements	\$758,439.57
12580366	5738	MIDNIGHT CRANE SERVICE INC Rentals	\$175.00
12580367	7178	LACEE MYERS Health & Welfare	\$66.08
12580368	6737	JULIE O'DANIEL Supplies	\$56.59
12580369	6674	PHYSIUS PHYSICAL THERAPY & WELLNESS Other Services	\$50.00
12580370	4118	KERRY PIEROTTE Mileage	\$35.21
12580371	2592	PRINCETON HEALTH PRESS Textbooks	\$25,349.50
12580372	5067	RUSSELL SIGLER INC Maintenance Supplies	\$388.68
12580373	3743	SHRED-IT USA – FRESNO Shred Services	\$241.18
12580374	1374	SMART & FINAL STORES (HFD DO) Supplies	\$394.74
12580375	1389	PATRICIA SOPER Mileage	\$162.90
12580376	1392	SOUTHERN CALIFORNIA EDISON CO. Electricity	\$4,448.49
12580377	1404	STANISLAUS FOUNDATION – ADMIN Other Services	\$2,582.50
12580378	7092	SUNCREST BANK Buildings & Improvements	\$39,917.92
12580379	2188	SUPPLYWORKS Equipment/Transportation/Custodial Supplies	\$9,868.00
12580380	5810	TROPHY DEPOT INC. Inst'l Matl's	\$2,366.14
12580381	1504	TURF STAR INC. Grounds Supplies	\$136.95
12580382	1558	VERIZON WIRELESS Telephone	\$556.58
12580383	1661	ZUMWALT-HANSEN & ASSOCIATES Land Acquisition	\$5,536.25

Total Amount of All Warrants:

\$891,077.03

Credit Card Register For Payments
Dated 06/01/2018

Document Number	Vendor Number	Vendor Name	Amount
14023118	529	FOLLETT SCHOOL SOLUTIONS Books	\$9,519.41
14023119	2584	KIMBALL MIDWEST Transportation Supplies	\$642.43
14023120	806	KINGS COUNTY TROPHY Inst'l Matl's	\$6,647.37
14023121	831	LAKESHORE LEARNING Inst'l Matl's	\$1,155.99
14023122	1800	MITY-LITE INC. Facilities Matl's	\$1,341.17
14023123	1071	ORIENTAL TRADING CO. INC. Inst'l Matl's	\$840.67
14023124	1121	PERMA-BOUND Books	\$587.67
14023125	3513	SIGNMAX Grounds Matl's	\$170.21
14023126	1831	STUMPS/SHINDIGZ.COM Inst'l Matl's	\$1,149.91
14023127	1637	WOODWIND & BRASSWIND Band Matl's	\$1,295.68
Total Amount of All Credit Card Payments:			\$23,350.51

Hanford Elementary School District
Minutes of the Regular Board Meeting
 May 23, 2018

Minutes of the Regular Board Meeting of the Hanford Elementary School District Board of Trustees on May 23, 2018 at District Office Board Room, 714 N. White Street, Hanford, CA.

- Call to Order** President Garner called the meeting to order at 5:30 p.m. Trustee Garcia, Hernandez, Revious and Strickland were present.
- Closed Session** Trustees immediately adjourned to closed session for the purpose of:
- Student Discipline pursuant to Education Code section 48918
 - Personnel – Public Employee Discipline – (GC 54957)
- Open Session** Trustees returned to open session at 5:58 p.m.
- HESD Managers Present** Joy C. Gabler, Superintendent, and the following administrators were present: Don Arakelian, Lindsey Calvillo, Doug Carlton, Debra Colvard, David Endo, Javier Espindola, Ramiro Flores, Matt Gamble, Lucy Gomez, Jaime Martinez, Karen McConnell, Gerry Mulligan, Jennifer Pitkin, Jill Rubalcava and Jay Strickland.
- Case #18-33** Trustee Hernandez made a motion to accept the Findings of Facts and expel Case #18-33 for the remainder of the 2017-2018 school year and the first semester of the 2018-2019 school year for violation of Education Code 48900 and/or 48915 as determined by the Administrative Panel at hearings held on May 21, 2018. Trustee Garcia seconded; motion carried 5-0:
- Garcia – Yes
 - Garner – Yes
 - Hernandez – Yes
 - Revious – Yes
 - Strickland – Yes
- Case #18-34 & #18-35** Trustee Hernandez made a motion to accept the Findings of Facts and expel Case #18-34 & #18-35 for the remainder of the 2017-2018 school year and the first semester of the 2018-2019 school year for violation of Education Code 48900 and/or 48915 as determined by the Administrative Panel at hearings held on May 21, 2018. Parents may apply for readmission on or after June 6, 2018. If readmission is granted, the expulsion order shall be suspended and student may attend regular school in probationary status on a Behavior Conditions Plan through January 18, 2019. Trustee Garcia seconded; motion carried 5-0:
- Garcia – Yes
 - Garner – Yes
 - Hernandez – Yes
 - Revious – Yes
 - Strickland – Yes
- Personnel** No action was taken by the Board.

Public Comments None

Board and Staff Comments	Jaime Martinez, Assistant Superintendent of Human Resources, introduced Ron Riso, CSEA President. Ron Riso, CSEA President, thanked the Board for their approval of the sunshine proposal and said outcome of negotiations has been very positive so far and he hopes to be finished in a timely manner and expressed gratitude towards Mr. Martinez and his negotiations team. Mr. Riso also said he stands proud as a classified employee of a recognized Distinguished School District and proud to be part of this District for 35 years. Mr. Martinez agreed with Mr. Riso and said they have a great relationship. President Garner thanked Mr. Riso for attending the meeting.
Requests to Address the Board	None
Dates to Remember	President Garner reviewed dates to remember: Simas Elementary Distinguished School Celebration on May 24th at 10:00 a.m.; May 28th Memorial Day Holiday; Jefferson End of Year & Distinguished School Celebration on May 29th at 5:30 p.m.
Mini-grant Presentations	<p>Vanessa Gomez, 2nd grade teacher at Richmond, shared a PowerPoint presentation and informed the board that the grant money was used to purchase math games for their classroom and shared some ways they incorporated these math games into their classroom. They used Exploration Activities, Extension Activities and promoted Student Discourse. Ms. Gomez said all of the math games allow flexible language structures so students can also practice stating opinions, asking questions and interact in lengthier conversations.</p> <p>Sara Crisp, SDC 4-6 grade Teacher at Roosevelt, shared a PowerPoint presentation and informed the board that the grant money was used to start a program called "Teddy's Coffee Cart." Ms. Crisp said the coffee cart idea came when Karen McConnell, Assistant Superintendent of Special Services, shared a video of Sadie Guthrie a Special Education Teacher who runs a coffee cart at her school. Ms. Crisp thought it was such a good idea to teach her students Life Skills, Functional Skills, and Social Skills.</p> <p>Ms. Crisp said her students love everything that comes with this idea, everything from cleaning and ordering supplies to interacting with students and staff. Anthony Carrillo, Principal at Roosevelt, donated aprons for the team and Ms. Jennifer Bays, Lead READY Tutor, designed their logo. Ms. Crisp informed the Board that she hopes to continue the program next school year.</p> <p>President Garner thanked Ms. Gomez and Ms. Crisp for their presentations.</p>

CONSENT ITEMS

Trustee Strickland made a motion to take consent items "b" through "e" together. Trustee Garcia seconded; motion carried 5-0:

Garcia – Yes
Garner – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes

Trustee Garcia then made a motion to approve consent items "b" through "e". Trustee Hernandez seconded; motion carried 5-0:

Garcia – Yes
 Garner – Yes
 Hernandez – Yes
 Revious – Yes
 Strickland – Yes

Trustee Garcia then made a motion to approve consent items “a”. Trustee Hernandez seconded; motion carried 3-0:

Garcia – Yes
 Garner – Abstain
 Hernandez – Yes
 Revious – Abstain
 Strickland – Yes

The items approved are as follows:

- a) Accept warrant listings dated May 4, 2018 and May 11, 2018.
- b) Approve minutes of Regular Board Meeting held on May 9, 2018.
- c) Approve interdistrict transfers as recommended.
- d) Approve donation of \$3,949.63 from PTC to Jefferson for Student Incentives.
- e) Approve donation of \$2,950.00 from PTC to Monroe for Yearbooks, Incentives and Compressor.

INFORMATION ITEMS

2017-18 District/Board Goals

Joy C. Gabler, Superintendent, provided an update on progress made toward the 2017-18 District/Board Goals with a PowerPoint presentation. The presentation highlighted HESD and Board goals and how they align with the Local Control Accountability Plan (LCAP). Superintendent Gabler reviewed the five goals and gave points on how each goal is being met.

Financial Report 7/01/17- 4/30/18

David Endo, Chief Business Official, presented for information the monthly financial reports for the period of 7/01/2017-4/30/2018.

E3553

David Endo, Chief Business Official, presented for information the following revised Exhibit:

- E3553 – Free and Reduced Meals

BP/AR 1340

Joy C. Gabler, Superintendent, presented for information the following revised Board Policy and Administrative Regulation:

- BP/AR 1340 – Access to District Records

BP/E 5145.6

Joy C. Gabler, Superintendent, presented for information the following revised Board Policy and Exhibit:

- BP/E 5145.6 – Parental Notifications

BOARD POLICIES AND ADMINISTRATION

TCOE – Jared Marr

Trustee Garcia made a motion to approve Consultant Contract with Tulare County Office of Education, Jared Marr. Trustee Revious seconded; motion carried 5-0:

Garcia – Yes

Garner – Yes
 Hernandez – Yes
 Revious – Yes
 Strickland – Yes

CSEA's Initial Proposal

Trustee Garcia made a motion to approve CSEA's initial proposal for 2018-2019 amendments to the 2017-2020 Collective Bargaining Agreement between Hanford Elementary School District and California School Employees Association (reopened articles). Trustee Hernandez seconded; motion carried 5-0:

Garcia – Yes
 Garner – Yes
 Hernandez – Yes
 Revious – Yes
 Strickland – Yes

HESD's Initial Proposal

Trustee Garcia made a motion to approve HESD's initial proposal for 2018-2019 amendments to the 2017-2020 Collective Bargaining Agreement between Hanford Elementary School District and California School Employees Association (reopened articles). Trustee Revious seconded; motion carried 5-0:

Garcia – Yes
 Garner – Yes
 Hernandez – Yes
 Revious – Yes
 Strickland – Yes

Out of State Travel

Trustee Strickland made a motion to approve potential out-of-state travel for one (1) HESD school Psychologist. Trustee Hernandez seconded; motion carried 5-0:

Garcia – Yes
 Garner – Yes
 Hernandez – Yes
 Revious – Yes
 Strickland – Yes

Resolution #23-18

Trustee Strickland made a motion to approve Resolution #23-18 Ordering Governing Board Member Elections; Consolidation of Elections Specifications for the Elections Order. Trustee Garcia seconded; motion carried 5-0:

Garcia – Yes
 Garner – Yes
 Hernandez – Yes
 Revious – Yes
 Strickland – Yes

BB 9323

Trustee Garcia made a motion to approve revised Board Bylaw 9323 – Meeting Conduct. Trustee Hernandez seconded; motion carried 5-0:

Garcia – Yes
 Garner – Yes
 Hernandez – Yes
 Revious – Yes
 Strickland – Yes

BP/AR 5022

Trustee Revious made a motion to approve revised Board Policy and Administrative

Regulation 5022 – Student and Family Privacy Rights. Trustee Garcia seconded; motion carried 5-0:

Garcia – Yes
 Garner – Yes
 Hernandez – Yes
 Revious – Yes
 Strickland – Yes

PERSONNEL

Trustee Garcia made a motion to take Personnel items "a" through "f" together. Trustee Revious seconded; motion carried 5-0:

Garcia – Yes
 Garner – Yes
 Hernandez – Yes
 Revious – Yes
 Strickland – Yes

Trustee Garcia then made a motion to approve Personnel items "a" through "f". Trustee Hernandez seconded; the motion carried 5-0:

Garcia – Yes
 Garner – Yes
 Hernandez – Yes
 Revious – Yes
 Strickland – Yes

Item "a" – Employment

The following items were approved:

Certificated, effective 8/9/18

- Samantha Hernandez, School Social Worker, Special Services, effective 8/6/18

Temporary Employees/Substitutes/Yard Supervisors

- Gina Marie Jundt, Substitute Yard Supervisor, effective 5/3/18
- Julie Neelings, Short-term Yard Supervisor – 2.0 hrs., Monroe, effective 4/30/18 to 6/6/18
- Carmen Olivares, Short-term Yard Supervisor – 1.25 hrs., Jefferson, effective 4/30/18 to 6/6/18
- Alene Rodriguez, Substitute Yard Supervisor, effective 5/2/18
- Leslie Santamaria, Substitute Yard Supervisor, effective 4/30/18

Item "b" – Short-term Employment

CLASSIFIED STAFF SUMMER PROGRAMS

Summer Enrichment Program at Lee Richmond School

- Yadira Castrejon Granados, Bilingual Clerk Typist II – 4.0, effective 6/14/18 to 6/15/18; 5.5 hrs., effective 6/18/18 to 6/29/18, Richmond
- Diane Molina, Bilingual Student Specialist – 4.0 hrs., effective 6/14/18 to 6/15/18; 5.5 hrs., effective 6/18/18 to 6/29/18, Richmond

Item "c" – Resignations

- Allyson Amos, Special Education Aide – 5.0 hrs., Kennedy, effective 5/29/18
- Blanca Nelly Buller, Teacher, Jefferson Charter Academy, effective 6/6/18
- Carol Hernandez, Teacher, Richmond, effective 6/6/18
- Mayra King, READY Program Tutor – 4.5 hrs., Hamilton, effective 6/6/18
- Bethany Loera, READY Program Tutor – 4.5 hrs., Roosevelt, effective 6/6/18
- Guadalupe Lopez, Yard Supervisor – 2.0 hrs., Jefferson, effective 6/6/18
- Sherree Nowack, Yard Supervisor – 2.5 hrs., Washington, effective 5/10/18

- Henry Ralston, Teacher, Hamilton, effective 6/6/18
- Destiny Ramirez, READY Program Tutor – 4.5 hrs., King, effective 6/6/18
- Michelle Simmons, Yard Supervisor – 3.0 hrs., Lincoln, effective 5/11/18 (revised)
- Rayshawna Jones Tapia, Yard Supervisor – 1.5 hrs., Simas, effective 4/20/18
- Denise Westlund, Student Specialist – 8.0 hrs., Simas, effective 6/13/18

***Item "d" –
Promotion***

- Miranda Mendoza-Robinson, from Teacher, Hamilton to Learning Director, Richmond, effective 7/30/18

***Item "e" –
Voluntary
Transfer/
Demotion***

- Kendra Banuelos, from Special Education Aide – 5.0 hrs., Hamilton to READY Program Tutor – 4.5 hrs., Washington, effective 8/9/18

***Item "f" –
Volunteers***

<u>Name</u>	<u>School</u>
Yadira Castrejon (HESD Employee)	Jefferson
Neli Canchola	Simas

FINANCIAL

**Resolution
#22-18**

Trustee Garcia made a motion to approve food service agreements with the Kings County Office of Education, St. Rose McCarthy Catholic School and Hanford Christian School. Trustee Revious seconded; motion carried 5-0:

Garcia – Yes
Garner – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes

**Quarterly
Compliance
Report**

Trustee Garcia made a motion to approve the Kings County Treasurer's Quarterly Compliance Report. Trustee Hernandez seconded; motion carried 5-0:

Garcia – Yes
Garner – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes

Actuarial Study

Trustee Strickland made a motion to approve actuarial study required by Government Accounting Standards Board (GASB) 75. Trustee Garcia seconded; motion carried 5-0:

Garcia – Yes
Garner – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes

Surplus Items

Trustee Garcia made a motion to approve declaring list of items surplus. Trustee Hernandez seconded; motion carried 5-0:

Garcia – Yes
Garner – Yes
Hernandez – Yes

Revious – Yes
Strickland – Yes

Adjournment

There being no further business, President Garner adjourned the meeting at 7:07 p.m.

Respectfully submitted,

Joy C. Gabler,
Secretary to the Board of Trustees

Approved:

Jeff Garner, President

Lupe Hernandez, Clerk

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Javier Espindola

DATE: May 18, 2018

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: June 13, 2018

ITEM: Consider acceptance of donation of \$123.10 from Box Top Education to Jefferson Charter Academy.

PURPOSE: To be used for expenditures for student incentives.

FISCAL IMPACT: Increase of \$123.10 to Account #0900-1100-0-1110-1000-430000-021-0000

RECOMMENDATIONS: Accept donation.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Kristina Baldwin

DATE: June 4, 2018

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☐ Action

Date you wish to have your item considered: June 13, 2018

ITEM: PTC Donation

PURPOSE: General Fund: 0100-1100-0-1110-1000-430000-027-0000

FISCAL IMPACT: \$6732.00

RECOMMENDATIONS: Approve Donation

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Kenneth Eggert

DATE: May 16, 2018

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: June 13, 2018

ITEM:

**Consider Approval of donation to Woodrow Wilson Junior High School from:
Edison International check in the amount of \$150.00.**

PURPOSE:

To use for student rewards, activities, and events at the school.

FISCAL IMPACT: None**RECOMMENDATIONS:** Approve donation

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Board of Trustees

FROM: Joy Gabler

DATE: June 1, 2018

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: June 13, 2018

ITEM: Consider adopting Resolution #27-18: Regarding Absent Board Member Compensation.

PURPOSE: Education Code Section 35120(c) provides that a board member may be paid for any meeting when absent if the board by resolution duly adopted and included in its minutes finds that at the time of the meeting: 1) he or she is performing services outside the meeting for the school district or districts, (2) he or she was ill or on jury duty, (3) or the absence was due to a hardship deemed acceptable by the board. Trustee Greg Strickland was unable to attend the May 9, 2018 meeting due to illness.

FISCAL IMPACT: Not to Exceed \$250.**RECOMMENDATIONS:** Adopt Resolution.

**HANFORD ELEMENTARY SCHOOL DISTRICT
RESOLUTION # 27-18
Board of Trustees
Hanford Elementary School District**

**RESOLUTION REGARDING ABSENT BOARD MEMBER COMPENSATION
(Education Code § 35120(c))**

WHEREAS, Education Code section 35120(c) provides that a board member may be paid for any meeting when absent if the board by resolution duly adopted and included in its minutes finds that at the time of the meeting: 1) he or she is performing services outside the meeting for the school district or districts, (2) he or she was ill or on jury duty, (3) or the absence was due to a hardship deemed acceptable by the board.

NOW, THEREFORE BE IT RESOLVED that the Hanford Elementary School District Board of Trustees determines as follows:

1. Board Member Greg Strickland was absent from the Hanford Elementary School District's regular board meeting held May 9, 2018 due to:
 - ☐ performing services outside the meeting for the school district
 - ☒ illness
 - ☐ jury duty
 - ☐ hardship deemed acceptable by the board
2. Said Board Members shall be paid for the meeting.

PASSED AND ADOPTED THIS 13th day of June, 2018 at a regular meeting, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Jeff Garner, President

Tim Revious, Vice President

HANFORD ELEMENTARY SCHOOL DISTRICT

Board Member Absence Verification

In accordance with Board Bylaw 9250, if a member of the Board of Trustees does not attend all Board meetings during the month, he/she is eligible to receive a percentage of the monthly compensation equal to the percentage of meetings attended unless otherwise authorized by the Board in accordance with law. Board members may be paid for meetings they missed when the Board of Trustees finds that they were performing designated services for the district at the time of the meeting or that they were absent because of illness, jury duty, or a hardship deemed acceptable by the Board. (Education Code 35120)

I was absent from the Board meeting conducted on May 9, 2018.

☐ I am not requesting compensation for the meeting.

☒ I am requesting compensation for the meeting since I was absent from the meeting for the following reason (*check one*):

☐ Performing designated service for the district.

☒ Illness.

☐ Jury Duty.

☐ Hardship (please specify) _____

Board Member Name: Greg Strickland

Board Member Signature:  Date: 5/23/2018

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Doug Carlton

DATE: 06/04/2018

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☒ Information
☐ Action

Date you wish to have your item considered: 06/13/2018

ITEM:

PUBLIC HEARING - 2018-2019 Hanford Elementary School District Local Control Accountability Plan (LCAP)

PURPOSE:

Included for your review is a copy of the proposed 2018-2019 Hanford Elementary School District LCAP that will be reviewed during the public hearing. The LCAP is a document that details how school districts are addressing the State's eight priority areas with the augmented funding the State provides for disadvantaged students (English learners, foster youth, and economically disadvantaged).

FISCAL IMPACT:

The fiscal impact is detailed in the LCAP and will be discussed at the public hearing.

RECOMMENDATIONS:

This item is informational only.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Doug Carlton

DATE: 06/04/2018

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☒ Information
☐ Action

Date you wish to have your item considered: 06/13/2018

ITEM:

PUBLIC HEARING - 2018-2019 Jefferson Charter School Local Control Accountability Plan (LCAP)

PURPOSE:

Included for your review is a copy of the proposed 2018-2019 Jefferson Charter School LCAP that will be reviewed during the public hearing. The LCAP is a document that details how school districts are addressing the State's eight priority areas with the augmented funding the State provides for disadvantaged students (English learners, foster youth, and economically disadvantaged).

FISCAL IMPACT:

The fiscal impact is detailed in the LCAP and will be discussed at the public hearing.

RECOMMENDATIONS:

This item is informational only.

HANFORD ELEMENTARY SCHOOL DISTRICT
AGENDA REQUEST FORM

TO: Joy Gabler

FROM: Doug Carlton

DATE: June 1, 2018

For: ☒ Board Meeting
☐ Superintendent's Cabinet

For: ☒ Information
☐ Action

Date you wish to have your item considered: June 13, 2018

ITEM: Receive for information a report from the District Parent Advisory Committee for the meeting held on April 24, 20018. (For PAC Meeting #4)

PURPOSE: The PAC advises the board on the educational programs and services included in the Local Control Accountability Plan.

FISCAL IMPACT: PAC is a requirement of the Local Control Funding Formula.



Hanford Elementary School District

Parent Advisory Committee Report to the Board

April 24, 2018

District Office Board Room 9:00 a.m.

714 N. White St

Hanford, CA 93230

Purpose of the Meeting: To provide stakeholders with the opportunity to provide input into the district's Local Control Accountability Plan.

The Parent Advisory Committee received information on the following topics:

- California Distinguished Schools and California Exemplary School District
- History Social Studies Textbook Adoption
- Draft of Year 2 (2018-2019 to 2019-2020) LCAP
- Bright Bytes Survey
- Remind 101 (software for two-way school/home communication)

The Parent Advisory Committee made the following recommendations:

- Continue to work hard and set high expectations for achievement as California Distinguished schools and as a California Exemplary District.
- Continue to provide students with current instructional materials
- Recommendation that the Board of Trustees approve the Local Control Accountability Plan
- Consider purchasing Remind 101

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 06/04/2018

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☒ Information
☐ Action

Date you wish to have your item considered: 06/13/2018

ITEM:

Receive for information monthly financial reports for the period of 07/01/2017-04/30/2018.

PURPOSE:

Attached are financial summaries for all of the District's funds for the period of 07/01/2017-04/30/2018. These reports have incorporated the latest board approved budget revisions.

FISCAL IMPACT:

The financial reports are informational only.

RECOMMENDATIONS:

Receive the monthly financial reports.

13 Hanford Elementary School District
 Fiscal Year: 2018
 Requested by dendo

Fiscal Position Report

April 2018

Page 1 of 13

5/16/2018 10:44:38AM

Fund: 0100 General Fund

		April Amount	YTD Amount	Revised Budget	% of Budget	% Remain
BEGINNING BALANCE						
Net Beginning Balance	9791-9795		\$10,017,986.36	\$10,017,986.36		
REVENUES						
1) LCFF Sources	8010-8099	\$4,616,095.52	\$43,552,876.53	\$52,240,829.00	83.37	16.63
2) Federal Revenues	8100-8299	\$15,554.43	\$3,089,525.36	\$4,607,518.00	67.05	32.95
3) Other State Revenues	8300-8599	\$328,531.00	\$2,877,146.33	\$5,896,636.48	48.79	51.21
4) Other Local Revenues	8600-8799	\$209,913.23	\$1,583,837.96	\$2,218,131.65	71.40	28.60
5) Total, Revenues		\$5,170,094.18	\$51,103,386.18	\$64,963,115.13	78.67	21.33
EXPENDITURES						
1) Certificated Salaries	1000-1999	\$2,377,738.00	\$21,568,205.29	\$26,659,663.00	80.90	19.10
2) Classified Salaries	2000-2999	\$907,780.77	\$8,692,505.59	\$10,674,218.00	81.43	18.57
3) Employee Benefits	3000-3999	\$1,263,539.69	\$11,138,888.58	\$16,105,371.00	69.16	30.84
4) Books and Supplies	4000-4999	\$106,753.80	\$2,463,303.41	\$4,751,499.92	51.84	48.16
5) Services, Oth Oper Exp	5000-5999	\$342,335.41	\$3,520,155.68	\$4,136,177.08	85.11	14.89
6) Capital Outlay	6000-6999	\$10,085.50	\$665,496.10	\$791,584.52	84.07	15.93
7) Other Outgo(excl. 7300`s)	7100-7499	\$59,491.00	\$594,912.57	\$1,291,001.00	46.08	53.92
8) Direct/Indirect Support	7300-7399	\$0.00	\$0.00	(\$334,000.00)	0.00	100.00
9) Total Expenditures		\$5,067,724.17	\$48,643,467.22	\$64,075,514.52	75.92	24.08
OTHER FINANCING SOURCES/USES						
1) Transfers						
B) Transfers Out	7610-7629	\$0.00	\$0.00	\$788,417.00	0.00	100.00
3) Contributions	8980-8999	\$0.00	\$0.00	\$0.00	0.00	100.00
4) Total, Other Financing Sources/Uses		\$0.00	\$0.00	(\$788,417.00)	0.00	100.00
NET INCREASE (DECREASE) IN FUND BALANCE		\$102,370.01	\$2,459,918.96	\$99,183.61		
ENDING FUND BALANCE			\$12,477,905.32	\$10,117,169.97		

13 Hanford Elementary School District
 Fiscal Year: 2018
 Requested by dendo

Fiscal Position Report

April 2018

Page 2 of 13

5/16/2018 10:44:38AM

Fund: 0900 Charter Schools Fund

		April Amount	YTD Amount	Revised Budget	% of Budget	% Remain
BEGINNING BALANCE						
Net Beginning Balance	9791-9795		\$361,412.19	\$361,412.19		
REVENUES						
1) LCFF Sources	8010-8099	\$325,045.00	\$2,841,537.00	\$3,693,756.00	76.93	23.07
3) Other State Revenues	8300-8599	\$20,924.00	\$105,179.41	\$294,915.00	35.66	64.34
4) Other Local Revenues	8600-8799	\$3,187.90	\$11,046.23	\$12,850.89	85.96	14.04
5) Total, Revenues		\$349,156.90	\$2,957,762.64	\$4,001,521.89	73.92	26.08
EXPENDITURES						
1) Certificated Salaries	1000-1999	\$144,977.61	\$1,320,289.45	\$1,676,381.00	78.76	21.24
2) Classified Salaries	2000-2999	\$0.00	\$0.00	\$0.00	0.00	100.00
3) Employee Benefits	3000-3999	\$53,446.27	\$454,907.19	\$708,601.00	64.20	35.80
4) Books and Supplies	4000-4999	\$2,931.65	\$54,463.98	\$138,810.23	39.24	60.76
5) Services, Oth Oper Exp	5000-5999	\$13,706.20	\$118,439.93	\$1,306,895.00	9.06	90.94
6) Capital Outlay	6000-6999	\$0.00	\$0.00	\$5,010.00	0.00	100.00
8) Direct/Indirect Support	7300-7399	\$0.00	\$0.00	\$185,000.00	0.00	100.00
9) Total Expenditures		\$215,061.73	\$1,948,100.55	\$4,020,697.23	48.45	51.55
OTHER FINANCING SOURCES/USES						
1) Transfers						
B) Transfers Out	7610-7629	\$0.00	\$0.00	\$62,773.00	0.00	100.00
3) Contributions	8980-8999	\$0.00	\$0.00	\$0.00	0.00	100.00
4) Total, Other Financing Sources/Uses		\$0.00	\$0.00	(\$62,773.00)	0.00	100.00
NET INCREASE (DECREASE) IN FUND BALANCE		\$134,095.17	\$1,009,662.09	(\$81,948.34)		
ENDING FUND BALANCE			\$1,371,074.28	\$279,463.85		

13 Hanford Elementary School District
 Fiscal Year: 2018
 Requested by dendo

Fiscal Position Report

April 2018

Page 3 of 13

5/16/2018 10:44:38AM

Fund: 1300 Cafeteria Fund

		April Amount	YTD Amount	Revised Budget	% of Budget	% Remain
BEGINNING BALANCE						
Net Beginning Balance	9791-9795		\$1,346,224.92	\$1,291,841.64		
REVENUES						
2) Federal Revenues	8100-8299	\$281,729.91	\$1,799,226.70	\$2,930,549.00	61.40	38.60
3) Other State Revenues	8300-8599	\$21,433.12	\$145,264.32	\$207,776.00	69.91	30.09
4) Other Local Revenues	8600-8799	\$23,800.38	\$198,609.57	\$331,951.00	59.83	40.17
5) Total, Revenues		\$326,963.41	\$2,143,100.59	\$3,470,276.00	61.76	38.24
EXPENDITURES						
2) Classified Salaries	2000-2999	\$92,196.01	\$878,465.26	\$1,091,612.00	80.47	19.53
3) Employee Benefits	3000-3999	\$34,532.90	\$309,572.81	\$382,315.00	80.97	19.03
4) Books and Supplies	4000-4999	\$131,272.29	\$1,225,569.36	\$1,816,803.00	67.46	32.54
5) Services, Oth Oper Exp	5000-5999	(\$3,454.17)	\$102.73	(\$12,998.72)	(0.79)	100.79
6) Capital Outlay	6000-6999	(\$1.00)	\$46,545.91	\$236,000.00	19.72	80.28
8) Direct/Indirect Support	7300-7399	\$0.00	\$0.00	\$149,000.00	0.00	100.00
9) Total Expenditures		\$254,546.03	\$2,460,256.07	\$3,662,731.28	67.17	32.83
NET INCREASE (DECREASE) IN FUND BALANCE		\$72,417.38	(\$317,155.48)	(\$192,455.28)		
ENDING FUND BALANCE			\$1,029,069.44	\$1,099,386.36		

13 Hanford Elementary School District
 Fiscal Year: 2018
 Requested by dendo

Fiscal Position Report

April 2018

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5/16/2018 10:44:38AM

Fund: 1400 Deferred Maintenance Fund

		April Amount	YTD Amount	Revised Budget	% of Budget	% Remain
BEGINNING BALANCE						
Net Beginning Balance	9791-9795		\$18,724.12	\$18,724.12		
REVENUES						
1) LCFF Sources	8010-8099	\$0.00	\$300,000.00	\$300,000.00	100.00	0.00
4) Other Local Revenues	8600-8799	\$689.39	\$1,723.22	\$2,000.00	86.16	13.84
5) Total, Revenues		\$689.39	\$301,723.22	\$302,000.00	99.91	0.09
EXPENDITURES						
5) Services, Oth Oper Exp	5000-5999	\$0.00	\$1,312.11	\$8,814.16	14.89	85.11
6) Capital Outlay	6000-6999	\$584.28	\$102,191.45	\$311,909.96	32.76	67.24
9) Total Expenditures		\$584.28	\$103,503.56	\$320,724.12	32.27	67.73
NET INCREASE (DECREASE) IN FUND BALANCE		\$105.11	\$198,219.66	(\$18,724.12)		
ENDING FUND BALANCE			\$216,943.78	\$0.00		

13 Hanford Elementary School District
 Fiscal Year: 2018
 Requested by dendo

Fiscal Position Report

April 2018

5/16/2018 10:44:38AM

Fund: 1500 Pupil Transportation Equip

		April Amount	YTD Amount	Revised Budget	% of Budget	% Remain
BEGINNING BALANCE						
Net Beginning Balance	9791-9795		\$48,307.97	\$48,307.97		
REVENUES						
4) Other Local Revenues	8600-8799	\$150.20	\$420.22	\$500.00	84.04	15.96
5) Total, Revenues		\$150.20	\$420.22	\$500.00	84.04	15.96
NET INCREASE (DECREASE) IN FUND BALANCE		\$150.20	\$420.22	\$500.00		
ENDING FUND BALANCE			\$48,728.19	\$48,807.97		

13 Hanford Elementary School District
 Fiscal Year: 2018
 Requested by dendo

Fiscal Position Report

April 2018

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Fund: 2000 SPECIAL RESERVE FUND FOR OTHER POSTE

		April Amount	YTD Amount	Revised Budget	% of Budget	% Remain
BEGINNING BALANCE						
Net Beginning Balance	9791-9795		\$1,875,076.96	\$1,875,076.96		
REVENUES						
4) Other Local Revenues	8600-8799	\$5,829.87	\$16,310.53	\$19,000.00	85.84	14.16
5) Total, Revenues		\$5,829.87	\$16,310.53	\$19,000.00	85.84	14.16
OTHER FINANCING SOURCES/USES						
1) Transfers						
A) Transfers In	8910-8929	\$0.00	\$0.00	\$851,190.00	0.00	100.00
4) Total, Other Financing Sources/Uses		\$0.00	\$0.00	\$851,190.00	0.00	100.00
NET INCREASE (DECREASE) IN FUND BALANCE		\$5,829.87	\$16,310.53	\$870,190.00		
ENDING FUND BALANCE			\$1,891,387.49	\$2,745,266.96		

13 Hanford Elementary School District
 Fiscal Year: 2018
 Requested by dendo

Fiscal Position Report

April 2018

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Fund: 2100 Building Fund-Local

		April Amount	YTD Amount	Revised Budget	% of Budget	% Remain
BEGINNING BALANCE						
Net Beginning Balance	9791-9795		\$8,553,055.44	\$8,553,055.44		
REVENUES						
4) Other Local Revenues	8600-8799	\$20,297.30	\$65,136.37	\$80,000.00	81.42	18.58
5) Total, Revenues		\$20,297.30	\$65,136.37	\$80,000.00	81.42	18.58
EXPENDITURES						
4) Books and Supplies	4000-4999	\$0.00	\$13,000.25	\$0.00	0.00	100.00
5) Services, Oth Oper Exp	5000-5999	\$0.00	\$0.00	\$0.00	0.00	100.00
6) Capital Outlay	6000-6999	\$362,435.36	\$2,661,995.96	\$2,272,437.88	117.14	(17.14)
9) Total Expenditures		\$362,435.36	\$2,674,996.21	\$2,272,437.88	117.71	(17.71)
OTHER FINANCING SOURCES/USES						
1) Transfers						
B) Transfers Out	7610-7629	\$340,000.00	\$340,000.00	\$2,250,000.00	15.11	84.89
4) Total, Other Financing Sources/Uses		(\$340,000.00)	(\$340,000.00)	(\$2,250,000.00)	15.11	84.89
NET INCREASE (DECREASE) IN FUND BALANCE		(\$682,138.06)	(\$2,949,859.84)	(\$4,442,437.88)		
ENDING FUND BALANCE			\$5,603,195.60	\$4,110,617.56		

13 Hanford Elementary School District
 Fiscal Year: 2018
 Requested by dendo

Fiscal Position Report

April 2018

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Fund: 2500 CapitalFacilities Fund

		April Amount	YTD Amount	Revised Budget	% of Budget	% Remain
BEGINNING BALANCE						
Net Beginning Balance	9791-9795		\$760,146.11	\$760,146.11		
REVENUES						
4) Other Local Revenues	8600-8799	\$26,341.65	\$321,695.28	\$268,000.00	120.04	(20.04
5) Total, Revenues		\$26,341.65	\$321,695.28	\$268,000.00	120.04	(20.04
EXPENDITURES						
5) Services, Oth Oper Exp	5000-5999	\$0.00	\$190,942.40	\$212,828.00	89.72	10.28
6) Capital Outlay	6000-6999	\$0.00	\$9,116.25	\$9,116.25	100.00	0.00
9) Total Expenditures		\$0.00	\$200,058.65	\$221,944.25	90.14	9.86
OTHER FINANCING SOURCES/USES						
1) Transfers						
B) Transfers Out	7610-7629	\$660,000.00	\$760,000.00	\$500,000.00	152.00	(52.00
4) Total, Other Financing Sources/Uses		(\$660,000.00)	(\$760,000.00)	(\$500,000.00)	152.00	(52.00
NET INCREASE (DECREASE) IN FUND BALANCE		(\$633,658.35)	(\$638,363.37)	(\$453,944.25)		
ENDING FUND BALANCE			\$121,782.74	\$306,201.86		

13 Hanford Elementary School District
 Fiscal Year: 2018
 Requested by dendo

Fiscal Position Report

April 2018

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Fund: 3500 SCHOOL FACILITY PROGRAM

		April Amount	YTD Amount	Revised Budget	% of Budget	% Remain
REVENUES						
4) Other Local Revenues	8600-8799	\$131.09	\$131.09	\$0.00	0.00	100.00
5) Total, Revenues		\$131.09	\$131.09	\$0.00	0.00	100.00
EXPENDITURES						
6) Capital Outlay	6000-6999	\$815,950.83	\$849,899.83	\$2,750,000.00	30.91	69.09
9) Total Expenditures		\$815,950.83	\$849,899.83	\$2,750,000.00	30.91	69.09
OTHER FINANCING SOURCES/USES						
1) Transfers						
A) Transfers In	8910-8929	\$1,000,000.00	\$1,100,000.00	\$2,750,000.00	40.00	60.00
4) Total, Other Financing Sources/Uses		\$1,000,000.00	\$1,100,000.00	\$2,750,000.00	40.00	60.00
NET INCREASE (DECREASE) IN FUND BALANCE		\$184,180.26	\$250,231.26	\$0.00		
ENDING FUND BALANCE			\$250,231.26	\$0.00		

13 Hanford Elementary School District
 Fiscal Year: 2018
 Requested by dendo

Fiscal Position Report

April 2018

Fund: 3510 SCHOOL FACILITY PROGRAM

		April Amount	YTD Amount	Revised Budget	% of Budget	% Remain
REVENUES						
4) Other Local Revenues	8600-8799	\$0.00	\$0.00	\$0.00	0.00	100.00
5) Total, Revenues		\$0.00	\$0.00	\$0.00	0.00	100.00
NET INCREASE (DECREASE) IN FUND BALANCE						
		\$0.00	\$0.00	\$0.00		
ENDING FUND BALANCE						
			\$0.00	\$0.00		

13 Hanford Elementary School District
 Fiscal Year: 2018
 Requested by dendo

Fiscal Position Report

April 2018

Fund: 3520 School Facility Program

		April Amount	YTD Amount	Revised Budget	% of Budget	% Remain
REVENUES						
4) Other Local Revenues	8600-8799	\$0.00	\$0.00	\$0.00	0.00	100.00
5) Total, Revenues		\$0.00	\$0.00	\$0.00	0.00	100.00
NET INCREASE (DECREASE) IN FUND BALANCE						
		<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>		
ENDING FUND BALANCE						
			<u>\$0.00</u>	<u>\$0.00</u>		

13 Hanford Elementary School District
 Fiscal Year: 2018
 Requested by dendo

Fiscal Position Report

April 2018

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Fund: 4000 Special Reserve - Capital Outlay

		April Amount	YTD Amount	Revised Budget	% of Budget	% Remain
BEGINNING BALANCE						
Net Beginning Balance	9791-9795		\$3,732,960.11	\$3,732,960.11		
REVENUES						
4) Other Local Revenues	8600-8799	\$11,281.58	\$32,089.26	\$40,000.00	80.22	19.78
5) Total, Revenues		\$11,281.58	\$32,089.26	\$40,000.00	80.22	19.78
EXPENDITURES						
5) Services, Oth Oper Exp	5000-5999	\$2,050.00	\$12,328.75	\$0.00	0.00	100.00
6) Capital Outlay	6000-6999	(\$177.88)	\$860,500.97	\$840,000.00	102.44	(2.44)
9) Total Expenditures		\$1,872.12	\$872,829.72	\$840,000.00	103.91	(3.91)
NET INCREASE (DECREASE) IN FUND BALANCE		\$9,409.46	(\$840,740.46)	(\$800,000.00)		
ENDING FUND BALANCE			\$2,892,219.65	\$2,932,960.11		

13 Hanford Elementary School District
 Fiscal Year: 2018
 Requested by dendo

Fiscal Position Report

April 2018

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Fund: 6720 Self-Insurance/Other

		April Amount	YTD Amount	Revised Budget	% of Budget	% Remain
BEGINNING BALANCE						
Net Beginning Balance	9791-9795		\$383,392.38	\$383,392.38		
REVENUES						
4) Other Local Revenues	8600-8799	\$61,089.83	\$501,278.95	\$689,023.26	72.75	27.25
5) Total, Revenues		\$61,089.83	\$501,278.95	\$689,023.26	72.75	27.25
EXPENDITURES						
5) Services, Oth Oper Exp	5000-5999	\$69,488.84	\$423,345.38	\$606,477.00	69.80	30.20
9) Total Expenditures		\$69,488.84	\$423,345.38	\$606,477.00	69.80	30.20
NET INCREASE (DECREASE) IN FUND BALANCE		(\$8,399.01)	\$77,933.57	\$82,546.26		
ENDING FUND BALANCE			\$461,325.95	\$465,938.64		

HANFORD ELEMENTARY SCHOOL DISTRICT**AGENDA REQUEST FORM**

TO: Joy Gabler

FROM: Lucy Gomez

DATE: June 1, 2018

For: ☒ Board Meeting
☐ Superintendent's Cabinet

For: ☒ Information
☐ Action

Date you wish to have your item considered: June 13, 2018

ITEM: Receive for information a report from the District English Learner Advisory Committee (DELAC) for the meeting held on April 18, 2018. (For DELAC Meeting #4)

PURPOSE: The DELAC advises the board on the educational programs and services for English learners, the Local Control Accountability Plan, and the district's annual needs assessment.

FISCAL IMPACT: DELAC is a requirement of the Local Control Funding Formula along with Title I and Title III funding.

Hanford Elementary School District



Hanford Elementary School District (HESD) District English Language Advisory Committee Meeting Report to the Board of Trustees

Date of Meeting: April 18, 2018
Starting Time: 10:00 a.m.
Location: District Office Board Room, 714 N. White Street

Purpose of Meeting: To advise the board on conducting a district-wide needs assessment on a school by school basis; to advise the board on establishment of the district's plan for educational programs for English Learners.

The DELAC received information on the following topics:

- District-wide needs assessment on a school by school basis/Local Control Accountability Plan

- Annual Parent Survey Annual Parent Survey Results
 - The LCAP Student Survey Results
 - History Social Science Proposed Adoption
 - Draft of 18-19 Updated LCAP

- Review and comment on the written notifications required to be sent to parents and guardians


- EL and program placement letters
 - Changes to the State English learner assessments
 - Review/comment/provide input on the district parent involvement policy (BP6020)
 - Language reports from CDE Dataquest

The DELAC made the following recommendations:

- Continue to receive input in the form of surveys from stakeholder groups including parents and students. Continue to share data from surveys with the DELAC.
 - Continue to provide parents with the required notifications.
 - Continue to implement the parent involvement policy (BP6020) (No changes recommended at this time.)
 - Continue to share data on the numbers of English learners in our schools with the DELAC.

HANFORD ELEMENTARY SCHOOL DISTRICT
Human Resources Department
AGENDA REQUEST FORM

TO: Joy Gabler

FROM: Jaime Martinez 

DATE: June 4, 2018

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

☒ Information
☐ Action

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **June 13, 2018**

ITEM: Receive the following revised Administrative Regulation for information.

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

- AR 4212.1 – Employment Contracts (revised and title change to Employment Agreements)

FISCAL IMPACT: None.

RECOMMENDATION: Consider for adoption at next regular board meeting.

Classified Personnel**AR 4212.1 (a)****EMPLOYMENT ~~CONTRACTS~~ AGREEMENTS**

- A. ~~Upon initial hire for a classified position, and each time the employee has a change in classification or pay rate, all classified employees, except day to day substitutes and short term temporary employees, shall receive an employment contract indicating their position, the effective date of the employment, the employee's employment status, the work site, the work year, the number of hours per day, and the salary or hourly rate and any supplemental pay authorized for the position.~~

Upon initial employment and upon each change in classification thereafter, each classified employee shall be furnished two copies of his/her class specification, salary data, assignment or work location, together with duty hours and the prescribed workweek. The salary data shall include the annual, hourly, stipends and differential rate(s) of compensation, whichever are applicable. One copy shall be retained by the employee and the other copy shall be signed and dated by the employee and returned to the Human Resources Department.

1. The work year shall be in accordance with the Standard Work Year Schedule adopted for that year.
 2. The salary or hourly wage shall be in accordance with the negotiated and Board-approved compensation schedule applicable to the position.
 3. ~~The contract~~ Employment Agreement shall be issued to the employee in duplicate, along with ~~two one copies~~ one copy of the employee's job description in the event of a change in classification.
 4. The employee shall return one signed and dated copy of the employment ~~contract~~ agreement to the Human Resources Department within a reasonable time period, indicating acceptance of the terms and conditions of employment.
- B. ~~Employment contracts~~ agreements shall not be issued to new employees until completion of all employment requirements including, but not limited to, fingerprinting and criminal background clearance, tuberculosis testing, and drug testing if required for the position.

(cf. 4212 - Conditions of Employment)

- C. All employment ~~contracts~~ agreements for new employees shall state that the employment is contingent upon approval by the Board of Trustees.
- D. ~~An employee who fails, without good cause, to return a signed and dated copy of an employment agreement within a reasonable period of time, and after reasonable efforts to contact the employee have been made, shall be deemed to have declined employment. The employee shall be notified in writing that the employment offer is withdrawn (new employees) or that a recommendation for termination of employment will be made to the Board of Trustees (continuing employees). For continuing employees, the president of the bargaining unit shall be informed of this action.~~

Legal Reference:

EDUCATION CODE

45169 Employee salary data

Regulation

approved: June 15, 1994

revised: November 7, 2001

revised: _____, 2018

HANFORD ELEMENTARY SCHOOL DISTRICT

Hanford, California

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy Gabler

FROM: Doug Carlton

DATE: May 29, 2018

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: June 13, 2018

ITEM:

Consider, for approval, the Hanford Elementary School District 2017-2018 Evaluation of Consolidated Programs / Comprehensive Needs Assessment (Title I Evaluation)

Hanford Elementary School District (Dist. Evaluation)
 Hamilton Elementary
 Jefferson Charter Academy
 John F. Kennedy Jr. High
 Martin Luther King Elementary
 Lincoln Elementary

Monroe Elementary
 Lee Richmond Elementary
 Roosevelt Elementary
 Simas Elementary
 Washington Elementary
 Woodrow Wilson Jr. High

PURPOSE:

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

- Analysis of student achievement data (California School Dashboard)
- Areas in which the LEA Plan (LEAP/LCAP Addendum) and Single Plans for Student Achievement (school plans) were well implemented and led to increases in student achievement
- Areas of need (specific areas of focus that are required to further improve student achievement)

FISCAL IMPACT:

Approximately \$2.9 million in categorical funding that is requested through the Consolidated Application (The Title I Evaluation is a requirement for receiving this funding.)

RECOMMENDATIONS: Approve the Hanford Elementary School District 2017-2018 Evaluation of Consolidated Programs / Comprehensive Needs Assessment (Title I Evaluation).

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy Gabler

FROM: Doug Carlton

DATE: May 28, 2018

For: ☒ Board Meeting
☐ Superintendent's Cabinet

For: ☐ Information
☒ Action

Date you wish to have your item considered: June 13, 2018

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

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

Title I	Low Income Students
Title II	Teacher Quality
Title III	English Learners
Title IV	Student Support

FISCAL IMPACT: Approximately \$2.9 million in categorical funding is requested through the Consolidated Application.

RECOMMENDATION: Approve the Consolidated Application for Funding Categorical Aid Programs

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy Gabler

FROM: Doug Carlton

DATE: May 29, 2018

For: ☒ Board Meeting
☐ Superintendent's Cabinet

For: ☐ Information
☒ Action

Date you wish to have your item considered: June 13, 2018

ITEM: Hear and consider for approval 2018-2019 updated school plans.

PURPOSE: Each school has carefully and thoroughly followed the planning process. School site councils have approved the updated school plans for 2018-2019. Planning amounts are based on estimated allocations and carryover.

The school plans include funding from Title I Part A

Fiscal Impact:

School	
Hamilton Elementary	\$91,571
Jefferson Elementary	\$49,113
Kennedy Jr. High	\$121,635
King Elementary	\$116,127
Lincoln Elementary	\$98,226
Monroe Elementary	\$119,570
Richmond Elementary	\$95,243
Roosevelt Elementary	\$125,996
Simas Elementary	\$73,440
Washington Elementary	\$92,948
Wilson Jr. High	\$103,734
Community Day	\$3,672
Total	\$1,091,275

RECOMMENDATION: Approve the updated 2018-2019 School plans.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Board of Trustees

FROM: Joy C. Gabler

DATE: 05/31/18

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 06/13/18

ITEM: Consider re-entering into an agreement with the City of Hanford and the Hanford Police Department to continue our participation in the School Resource Officer Program.

PURPOSE: Hanford Police Department will provide two uniformed Police Officers to our campuses. The Officers will be stationed at the Junior High Schools, but will continue to be present at all school sites across the District.

FISCAL IMPACT: \$184,000.00 (\$92,000 per Officer)

RECOMMENDATIONS: Approve

**HANFORD ELEMENTARY SCHOOL DISTRICT
SCHOOL RESOURCE OFFICER PROGRAM
STARTING
FISCAL YEAR 2018**

This Agreement is made by and between the Hanford Elementary School District (“District”) and the Hanford Police Department, (“Department,”) and replaces all prior agreements and understandings between the District and the Department on the subject of school resource officers (“SRO”) as is dated for reference purposes as of Fiscal year 2018-2019.

Recitals

- A. The District and Department desire to set forth the duties and responsibilities of the parties with respect to the SRO program.
- B. The District and Department desire to create an atmosphere of cooperation toward the common goals of providing a safe learning environment for students and staff.
- C. The District and Department desire to promote positive relationships between the school, police, and the community.

The District and Department agree as follows:

1. **Term of Agreement.** This Agreement shall be effective upon ratification by the District’s Governing Board and approval by the Hanford City Manager, and shall remain in effect until modified by mutual written agreement or terminated by either party with thirty (30) days advance written notice.
2. **Scope of Service.** The Department agrees to assign two full time sworn police officers to serve as SRO’s at the Districts schools during the school year. The SRO’s will be assigned to primarily work at the District’s Junior High Schools or as directed by the District Superintendent. The SRO’s will wear the regulation police uniform and operate a marked police patrol vehicle while on duty, unless otherwise authorized by a supervisor for a specific purpose. The SRO’s duties shall include but not be limited to:
 - 2.1. SRO will provide law enforcement expertise to assist the school staff in maintaining safety at school sites.
 - 2.2. The SRO’s investigation and questioning of students at school shall be limited to offenses related to the operation of the school or occurring at the school, except in situations where a delay in investigation or questioning may result in danger to any person, flight from the jurisdiction by the person suspected of a crime, or destruction of evidence.

- 2.3. The SRO shall notify the school principal as soon as practical of any significant law enforcement actions taken by an SRO or other officer.
- 2.4. The SRO shall not become involved in school administrative searches unless specifically requested by the principal in order to provide security or to handle contraband. School administrative searches will be at the direction and control of the school principal and will be based upon reasonable suspicion.
- 2.5. The SRO shall be responsible for monitoring the social and cultural environment around District schools to identify existing or emerging youth gangs. Gang prevention and early intervention strategies shall be coordinated between the Department and the District.
- 2.6. The SRO may become involved, through the school principal, with the school's curriculum and provide instructional presentations that enhance the students' understanding of the police mission and the responsibilities of citizenship.
- 2.7. The SRO will work to prevent juvenile delinquency and campus violence through close contact and positive relationships with students. The SRO will serve as a positive role model to students.
- 2.8. At the request of the school principal, the SRO shall attend suspension and expulsion hearings. The SRO shall be prepared to provide testimony on any actions taken by the officer and on any personally observed conduct witnessed by the officer. The SRO shall also make available at expulsion hearings any physical evidence that has been seized by law enforcement and is held by the Department.
- 2.9. The SRO shall disseminate to school administrators and staff information on crime trends and changes in laws to assist them in establishing and maintaining safe school environments.
- 2.10. The SRO will work to establish and maintain a collaborative partnership with the school administration to provide a safe school environment. The SRO will regularly communicate with the school administration in an effort to share information and discuss issues and concerns of mutual interest.
- 2.11. The SRO will work to increase communication between law enforcement, students, school staff, and the community. The SRO will work to build positive working relationships with the school staff and parents.

3. **Student Discipline.** The certificated administrators of each school shall be responsible for student discipline and shall make all decisions regarding the imposition of discipline for students enrolled at their campus.
4. **Hours of Employment.** The SRO will work full time during the school year, except for annual leave allowances, during the normal school year schedule.
5. **Selection of Law Enforcement Personnel.** The Department will be responsible for selecting which Department employee will serve as the SRO, or the acting SRO for days when the designated SRO may be on leave, absent for training, or otherwise not available. The District may provide input regarding the selection of the SRO.
6. **Program Criteria.** The District and Department will work collaboratively to be responsive to evolving school and law enforcement requirements.
7. **Training and Supervision.** The SRO shall receive SRO's work assignments from the Department and shall be supervised in the performance of SRO's duties by the Chief of the Department or designee. The Department shall be responsible for training the SRO according to applicable law enforcement standards. The Superintendent of the District or designee will provide the Chief of the Department with information to assist in evaluating the SRO. Any disciplinary problems or alleged improprieties involving the SRO shall be brought to the attention of the Chief of the Department or designee. The School Resource Officers will be released to attend 40 hours of formal training related to investigator orientation and juvenile law enforcement each fiscal year. The department will be responsible for the officers' travel, lodging and meals.
8. **Employment.** The SRO is an employee of the Department, and is not an employee or agent of the District. The SRO shall be subject to the administration, supervision, and control of the Department. The SRO shall be subject to all personnel policies and practices of the Department.
9. **Student Records.**
 - 9.1. The parties agree that the SRO shall be deemed to be a "school official" for the performance on SRO's duties on behalf of District. The SRO shall therefore be allowed access to student records but the District is in direct control of the use, maintenance, and disclosure of student records in accordance with Education Code section 49076 and other applicable provisions of law. School officials shall allow the SRO to inspect and copy any student records maintained by the school for which the SRO has a "legitimate educational interest" within the scope of the SRO's service under this Agreement. This includes access to student directory information to the extent permitted by District policy, classroom

assignments, attendance records, and discipline files. However, the SRO may not inspect or copy confidential student records outside the scope of the SRO's service, except as allowed by law.

- 9.2. If confidential student record information is needed in an emergency to protect the health or safety of a student or others, the District may disclose to the SRO information that is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety, the need of the information to meet the emergency situation, and the extent to which time is of the essence.
 - 9.3. If confidential student record information is needed by the SRO but no emergency situation exists, unless section 9.4 applies, the information may be released only upon the issuance of a subpoena, a court order or written authorization of the parent/guardian.
 - 9.4. Pursuant to Education Code section 48902, the principal or designee shall notify the SRO of any acts of a student that may violate specified provisions of the Penal Code and Education Code. This may require the disclosure of the student's name or other identifying information to the SRO, along with information related to the underlying offence.
10. **Law Enforcement Records and Juvenile Case File Information.** Pursuant to Welfare and Institutions Code sections 827, 828.1 and 828.3, certain law enforcement records, probation reports and juvenile case file information may be provided to the District Superintendent or his/her designee. In addition to providing such information directly to the District Superintendent, the SRO may provide such information to the Principal of the school in which a minor student is enrolled and the Principal shall be a designee of the Superintendent for the receipt of such information.
 11. **Costs.** In exchange for the provision of SRO services, the District shall pay Department as follows \$92,000.00 annually per SRO. Overtime expenditures for school related events will be paid for by the Hanford Police Department. Contract extensions and inflation increases to the flat rate will be discussed annually in May.
 12. **Feedback and Evaluation.** The District and Department agree on the importance of evaluating the SRO program. The District and Department will work together to develop and implement procedures to provide periodic feedback and evaluation data for the purpose of measuring the program's effectiveness.
 13. **Discrimination.** Neither the District nor the Department shall discriminate because of race, religion, color, national origin, disability, marital status, age, or sex against any person by refusing any person or privilege offered to or engaged by the general public.

14. **Indemnification.**

14.1 The District shall indemnify, defend, and hold harmless the Department, its officers, agents and employees from and against any and all claims, losses, liabilities or damages, demands and actions, including payment of reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, caused in whole by any negligent or willful act or omission of the District, its officers, agents, employees, or anyone directly or indirectly acting on behalf of the District.

14.2 The Department shall indemnify, defend, and hold harmless the District, its officers, agents and employees from and against any and all claims, losses, liabilities or damages, demands and actions, including payment of reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, caused in whole by any negligent or willful act or omission of the Department, its officers, agents, employees, or anyone directly or indirectly acting on behalf of the Department.

14.3 It is the intention of the District and Department that, where fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, volunteers, subcontractors, and governing board.

14.4 Each party shall immediately notify the other party of any claims or legal actions arising out of the performance of this Agreement.

15. **Applicable Laws.** Department shall provide the services specified in this Agreement in accordance with any applicable federal and state statutes, regulations, and directives.

16. **Amendments.** No modification, amendment or addendum to this Agreement shall be valid unless it is set forth in writing and is signed by the parties.

17. **Entire Agreement.** This Agreement constitutes the entire agreement between the District and Department regarding the subject matter of this contract and supersedes all previous SRO agreements.

18. **Severability.** If any term or provision of this Agreement is determined to be unlawful or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected. Each term or provision of the Agreement shall be valid and enforced as written to the fullest extent permitted by law.

19. **Notices.** All notices concerning this Agreement shall be deemed to have been served when delivered via electronic mail to the District Superintendent or Chief of Police.

The parties have executed this Agreement on the date written below.

Hanford Elementary School District

By: _____
Joy Gabler, Superintendent

Date: _____

Hanford Police Department

By: _____
Parker Sever, Chief of Police

Date: _____

City of Hanford


By: _____
Darrel Pyle, City Manager

Date: _____

Hanford Elementary School District
HUMAN RESOURCES DEPARTMENT

AGENDA REQUEST FORM

TO: Joy Gabler

FROM: Jaime Martinez 

DATE: June 4, 2018

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

☐ Information
☒ Action

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **June 13, 2018**

ITEM: Hear public comments and consider approval of negotiated amendments to the 2016-2019 Collective Bargaining Agreement with the Hanford Elementary Teachers Association (HETA).

PURPOSE: To comply with the requirement of Government Code Section 3547 for hearing of public comments prior to approval of amendments to HETA's 2016-2019 Collective Bargaining Agreement, and authorize implementation of the Tentative Agreements. HETA ratified the Tentative Agreement on May 23, 2018.

FISCAL IMPACT: The costs of the negotiated contract amendments and funding sources are attached.

RECOMMENDATION: Hear public comments and approve amendments.

Tentative Agreement 2018-2019
April 27, 2018

ARTICLE 11: SCHOOL CALENDARS AND WORK YEAR

A. Traditional School Calendar

1. Returning teachers shall be required to report back to school no more than five (5) working days (this includes up to three (3) P.D. days) before students arrive for the beginning of the new school year. Teachers shall be required to participate in up to three (3) P.D. Days, one (1) day of management-directed staff training and one day for teacher instructional preparation. If it is necessary for the teacher to leave the school site for that preparation, the teacher shall notify the school site principal or school operations officer.
2. New teachers may be required to report to work no more than five (5) days in advance of returning teachers to participate in management-directed inservice training. They shall be compensated at the K-6 substitute teacher rate of pay based on ½ day or full day of work. In the event a teacher is hired after the school year has commenced, the principal shall be responsible for orientation prior to the teacher being placed in a classroom, except in cases of emergency.
3. The work year shall contain the following elements:
 - 180 student days
 - 1 teacher work day before students arrive
 - 1 management-directed activity day before students arrive
 - 2 Parent/Teacher conference days within the school year
 - 3 Professional Development days

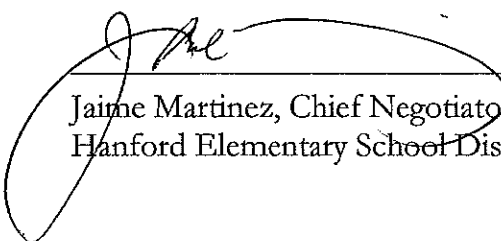
187 DAYS TOTAL

4. A minimum student attendance day shall be scheduled on the last day of school. A minimum day shall be scheduled on the work day preceding the Memorial Day holiday, Winter recess, and Spring recess.
 - a. Inservices, staff meetings and other such District-initiated activities shall not be scheduled on the minimum days described above.
 - b. The beginning and ending times for instruction on minimum days shall be determined by the Administration in accordance with student transportation schedules.
5. Student minimum days shall be scheduled for collaboration, P.D., portfolio days, employee recognition, additional parent conferences, and student assessment.
6. In the event an emergency necessitates the canceling of any student days at a school site or district-wide, only the number of days and minutes needed to comply with applicable State Education Code requirements shall be rescheduled.
7. Inservices, staff meetings, and other school site and/or District initiated activities shall not be scheduled on the student attendance day immediately preceding a scheduled holiday.

The parties agree to remain status quo on Article 11, School Calendars and Work Year.

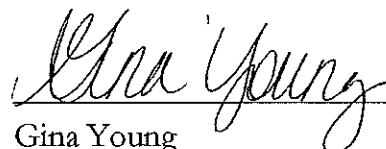
FOR THE DISTRICT:

FOR HETA:



 Jaime Martinez, Chief Negotiator
 Hanford Elementary School District

4/27/18
 Date



 Gina Young
 Negotiations Chair

4/27/18
 Date

**ARTICLE 18: EMPLOYEE GROUP HEALTH AND WELFARE INSURANCE
BENEFITS****A. Full-time Employees**

For each member of the bargaining unit who is a full-time employee, the District shall provide the following health and welfare benefits to the unit member and his/her eligible dependents; effective the first of the month following the first day in paid status or eligibility subject to timely submission of enrollment forms:

1. Medical Insurance:

Prudent Buyer Hospital/Prudent Buyer Professional Services medical insurance, Plan 80-G \$30.00, administered by Self-Insured Schools of California (SISC) under a Joint Powers Agreement (JPA). The benefits of the Plan shall be in accordance with the Plan description presented by SISC to the Association and any future amendments thereto approved by the JPA.

a. The SISC medical insurance program shall include chiropractic services, a behavioral health program, and prescription drug benefits under a SISC pharmacy and mail order program.

b. Disputed claims which have not been resolved by the normal claims administration process shall be directed to the SISC Claims Administrator according to the appeal process identified in the SISC Medical Plan Document.

2. Dental Insurance

An incentive 70, 80, 90, 100 percent dental insurance program.

3. Vision Insurance

A vision insurance plan substantially equal to the plan in effect on June 30, 1995.

4. **Life Insurance**

- a. A level term life insurance plan paying on the death of a bargaining unit member under age 65, from any cause authorized by the plan provider, the amount of fifty thousand dollars (\$50,000) to the beneficiary named by the unit member. Bargaining unit members over age 65 shall be eligible for a reduced benefit amount as set forth in the policy established by the insurance company. Benefits terminate upon retirement or upon termination of active employment (under age 65). However, early retirees may continue life insurance benefits at their own expense if they meet eligibility criteria of an employee retiring as stated under section E.1.b.
- b. During unpaid leave for any reason, life insurance will be discontinued (per the insurance company) unless a waiver of premium is requested by the employee and approved by the insurance company or the unpaid leave qualifies under a protected status.

5. Effective October 1, ~~2017~~ 2018 and continuing through September 30, ~~2018~~ 2019 and thereafter, the maximum monthly District contribution toward the total premium costs for these benefits set forth above shall be ~~\$1,187.11~~ \$1,198.11 per month per employee or a maximum annual District contribution of ~~\$14,245.32~~ \$14,377.32 for ~~2017-2018~~ 2018-2019 and thereafter, unless otherwise negotiated by the parties.
6. Monthly payroll deductions beginning October 1, ~~2018~~ 2019 for the difference between the maximum District contribution and the actual cost established for bargaining unit members' total health benefit costs shall commence with the pay warrant for the first month for which costs exceed the maximum District contribution defined in subsection 5. above.

7. During the term of this contract either party reserves the right to initiate and review possible changes in health benefits, cost containment, and/or retiree participation provisions. Any changes in Plan benefits shall be mutually agreed upon.
8. Changes in carriers are at the discretion of the District so long as the benefits provided by the new carrier are substantially equal to, or better than, the benefits provided by the previous carrier.
9. Spouses, domestic partners and dependents of District employees who have health plan benefits through their employer shall use such benefits as primary coverage.
10. The following provisions shall regulate health benefit coverage:
 - a. A year's full-time service by the unit member shall entitle him/her to twelve (12) months of medical, dental, and vision insurance coverage.
This does not apply to retiring teachers who will move to the retiree group the first of the month following their last work-day.
 - b. A regular full-time teacher hired after the beginning of the school year who provides less than a full year, but at least four (4) months or more of service during the instructional year, shall receive medical, dental, and vision benefit coverage through August 31 of that year. Life insurance ends on the last day of the month worked.
 - c. For teachers whose employment is terminated prior to the fulfillment of their contract, the District contribution to insurance coverage shall be terminated on the first of the month following termination of employment.
Life insurance ends on the last day of the month worked.

B. Part-time Employees

District support of those teachers who work less than full-time, shall be as follows:

1. Teachers who work at least half-time, but less than full-time, shall receive the proportionate amount of maximum District contributions extended to full-time teachers; and
2. Teachers who are contracted to work less than half-time shall receive no District support for insurance coverage.
3. Part-time teachers eligible for pro rata benefits shall have the following options in regard to insurance coverage:
 - a. Apply the District contribution to any one, several, or all of the available health plan(s), and authorize payroll deductions to make up the difference in cost, if any, for full coverage under the plan(s) selected. Life insurance must be maintained when participating in any of the available health plan options.
 - b. Decline any segment of the program and not be covered by that part of the insurance program.
 - c. District contributions may be applied toward available District group medical health insurance plans only.

C. Health Insurance During Leaves of Absence

1. Paid Leave of Absence - Disability - The District shall pay the regular or pro-rated share of District contributions for the teacher's insurance coverage as described in this article throughout paid leaves due to illness, pregnancy, or disability.
2. Unpaid Family Care Leave - The District shall maintain the regular or prorated share of District contributions for the teacher's group medical, dental and vision insurance coverage provided that coverage was in place before he/she took the leave, for up to twelve (12) weeks of Family Care Leave per year. If the

employee fails to return to district employment after the expiration of the leave, for any reason other than the continuation, recurrence, or onset of a serious health condition, other circumstances beyond his/her control, or returns to work and fails to either work for 30 days or retires, the employee shall reimburse the district for premiums paid during the family care and medical leave. (20 USC 2614; Government Code 12954.2; 29 CFR 800.213). For Family Care Leave exceeding twelve (12) weeks in any twelve-month period, the teacher may elect continuation of group insurance(s) at his/her own expense as described in subsection 3. below.

3. Unpaid Leave of Absence - During District-approved unpaid leave, except as provided for Family Care Leave, the District will make no contributions to the cost of insurance plans. It shall be the teacher's responsibility to make the required monthly premium payments toward his/her medical, dental, vision insurance coverage to the District when due if s/he elects to maintain insurance coverage during the leave.

D. Continuity of Benefits

Except as otherwise provided or limited in this Article, the health and life insurance benefits provided in this Article and the District's contribution thereto shall remain in effect during the term of this Agreement and/or until a successor Agreement is effected, except that the District shall not be bound to pay the premiums for any individual engaged in any strike.

E. Retiree Health Plan Benefits

1. District-Paid Group Insurance

- a. The District will contribute to the total premium cost for group medical and dental insurances maintained by the District the same amount for any retiree and his/her eligible dependents, as it contributes for active

employees, until such time as the retiree reaches age sixty-five (65), provided said retiree meets the eligibility requirements as specified below.

b. Eligibility

- (1) The retiree must have served in the District during the last five (5) years prior to retirement and must have served a total of at least thirteen (13) years in the District.
- (2) Such continued coverage is available only for retirees who maintained coverage as an active employee and sign up for continued coverage immediately after the end of their employment without a break in coverage.
- (3) The retiree shall have reached age fifty-five (55). (Note: Board-approved paid leave shall count as service to the District for purposes of eligibility for this benefit.)
- (4) The retiree's dependents must enroll in Medicare Part "A" (Hospital Insurance) when eligible for such enrollment without cost to the retiree and/or his/her dependents.
- (5) The retiree's dependents must enroll in Medicare Part "B" (Medical Insurance) upon attainment of age sixty-five (65).

- c. At such time as the benefits under this Article expire, the retiree may elect to continue these benefits at his/her own cost as provided in Section 2 below.

2. **Retiree-Paid Group Insurance**

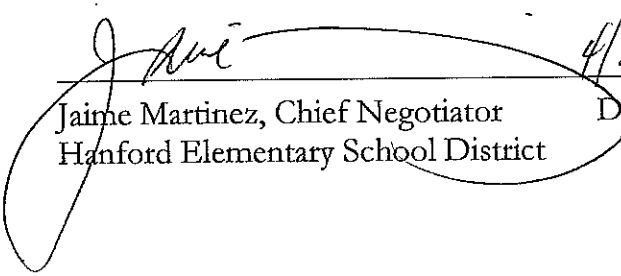
Teachers retiring after their fifty-fifth (55th) birthday or retiring under STRS disability or who do not meet the service requirements shall have the option at the

time of their retirement to continue membership in District's medical and dental group insurance plans at the retiree's expense.

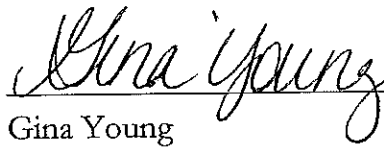
- a. Payments for benefit coverage shall be made on a monthly basis by the insured prior to the premium due date.
- b. Failure to make said timely premium payment may result in cancellation of group insurance.
- c. In order to continue such coverage beyond the insured's sixty-fifth (65th) birthday, the retiree and/or dependents shall be required to enroll in Medicare Part A. In any case, the retiree and/or dependents shall be required to enroll in Medicare Part B by payment of the required premiums.
- d. The District agrees to inform potential retirees of the cost, payment procedures, payment changes, and premium due dates at the time of their retirement.

FOR THE DISTRICT:

FOR HETA:


 Jaime Martinez, Chief Negotiator
 Hanford Elementary School District

Date


 Gina Young
 Negotiations Chair

Date

Tentative Agreement 2018-2019
April 27, 2018

ARTICLE 20: SALARY

A. Salary Schedules

1. Teacher Salary Schedules and the Nurse Salary Schedule in effect for 2016-2017 2017-2018 shall be increased by ~~one point seven seven percent (1.77%)~~ four percent (4.0%) effective July 1, 2017 2018 (see Appendices A in this Agreement).
2. Teachers shall be compensated in accordance with the Credentialed Teacher Salary Schedule or Non-Credentialed Teacher and Intern Salary Schedule "B", as appropriate.
3. Nurses shall be compensated in accordance with the Nurse Salary Schedule "C", as appropriate.

B. Initial Salary Schedule Placement for Teachers

The following factors shall be considered for initial placement on the Teacher Salary Schedule:

1. Effective with the 2003-2004 school year, year-for-year teaching experience shall be granted for placement on the salary schedule.
 - a. One (1) year of teaching credit shall be given for each year in which teaching service was rendered for seventy-five percent (75%) or more of the teaching year.
 - b. One (1) year of teaching credit shall be given for every two (2) years of teaching service rendered on a half-time contract (i.e., two (2) certificated employees sharing one (1) job) or ½ time teacher.

2. Unit computation shall be weighed on a semester-unit basis. Quarter (1/4) units are converted to semester units by multiplying the quarter (1/4) units by two-thirds (2/3).
3. Placement on the appropriate Salary Schedule and Column shall be in accordance with the educational and credential requirements identified on the Salary Schedules.
4. Tenured teachers returning to the District after resigning shall be subject to California Education Code, Sections 44848.
5. For purposes of initial salary schedule placement, teaching experience shall be verified by the District. Initial salary schedule placement shall be based on official transcripts of all college credits received and verified by the District on or before August 12, or on the date of employment if after August 12.
6. The initial offer of employment shall be based on verified units which have been received by the District on the date of the offer of employment.
7. A teacher employed by the District at the time s/he enters military service will be given credit for each year of service experience upon resumption of his/her employment by the District.
8. For initial placement purposes, only upper division and/or graduate units earned **after** receipt of a Bachelor's Degree shall be used, except that such units earned during the semester immediately preceding the receipt of the Bachelor's Degree for which post baccalaureate credit was given by the awarding institution shall also be applied. Post baccalaureate credit must be noted on the transcript.

C. Salary Schedule Advancement for Teachers

1. Advancement from Column to Column is based upon increments of fifteen (15) semester units which were graded "pass" or "C" or better and possession of the required credential.
 - a. Units to be used after initial placement for column to column advancement on the Salary Schedule shall be upper division and/or graduate units. Lower division courses shall be counted towards column advancement if said courses are taken at the request of the District or if required for Board authorization to teach particular subjects in accordance with California Education Code provisions.
 - b. For column advancement on the Credentialed and/or the Non-Credentialed Teacher Salary Schedules, teachers shall submit official transcripts, report cards, or other means of verification deemed appropriate by the District, by no later than August 12th of each year.
2. Non-credentialed teachers shall be eligible for placement on the Credentialed Teacher Salary Schedule in accordance with the following schedule:
 - a. Effective the first contracted day of the school year, if the District receives verification of the teacher's preliminary credential on or before September 12 of that year; or
 - b. Effective February 1 if the District receives verification of the teacher's preliminary credential on or before February 10.

3. A one-step advancement on the Teacher Salary Schedule shall be granted for each school year in the District if the teacher is in paid status for the equivalent of seventy-five percent (75%) of full-time service of an established work year.
4. One (1) year of teaching credit shall be given for every two (2) years of teaching service rendered on a half-time contract in this District (i.e., two (2) certificated employees sharing one (1) job) or teacher working ½ contract.
5. No advancement will be made for less than 50% of a full contract worked.

D. Teaching Stipends

1. The following teachers shall, in addition to their basic annual salary, be paid an annual responsibility stipend, for assignments as follows:

a. Resource Specialist Program Teacher	\$2,000.00
b. Special Day Class Teacher	\$2,500.00
c. Jefferson Charter Academy Spanish Bilingual Teacher with BCLAD certification in Spanish	\$2,000.00
d. Jefferson Charter Academy Spanish Bilingual Teacher without BCLAD certification in Spanish	\$1,200.00
e. Combination Class Teacher	\$1,500.00
f. Split Assignment (two or more schools) (does not include band teachers)	\$ 825.00
g. Community Day School Teacher	\$3,500.00
h. Instructional/Induction Coach	\$4,000.00
i. Master's Degree	\$1,200.00
j. Doctorate Degree	\$1,014.00

Payment of these stipends shall be incorporated into the teacher's regular monthly salary payments, on a pro-rata basis.

E. Initial Salary Schedule Placement and Advancement for Nurses

1. Nurses new to the District will be placed on Step 1 of Schedule "C".
2. Nurses who worked at least 75% of the student days during an established work year shall advance each year to the next step.
3. Nurses are paid based on Salary Schedule "C" and therefore not eligible for longevity steps as available on the Credentialed Teacher Salary Schedule.

F. MISCELLANEOUS PROVISIONS

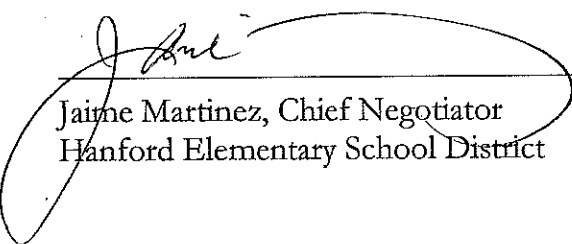
1. Any certificated employee who accepts the extension of his/her work year beyond the regular work year, as otherwise established herein, shall be paid at his/her regular per diem rate, if said extended period immediately precedes or follows the regular work year. Any teacher who agrees to provide service(s) to the District at times that do not immediately precede or follow the regular work year shall be paid at rates to be established by the District.
2. Daily Rate of Pay means the teacher's annual salary divided by the number of days in the established work year, except as otherwise provided for in this Agreement.
3. Hourly Rate of Pay means the Daily Rate of Pay divided by eight (8), except as otherwise provided in this Agreement.
4. The Average Hourly Rate of Pay for all bargaining unit members will be calculated by increasing the existing rate by the cost of living adjustment agreed

to by the bargaining unit for that year. If there is no cost of living adjustment for a designated school year, the Average Hourly Rate of Pay will remain unchanged.


5. The sharing of teaching contracts shall not result in additional or unreasonable burden to the district. Teachers on a shared contract shall be paid the per diem rate that equals fifty percent (50%) of their annual salary rate divided by fifty percent (50%) of the number of work days for full time teachers for each work day in the shared contract period.
6. Certificated unit members assigned to more than one school site during an instructional day shall be entitled to mileage in accordance with Board Policy.

FOR THE DISTRICT:

FOR HETA:


Jaime Martinez, Chief Negotiator
Hanford Elementary School District

4/27/18
Date


Gina Young
Negotiations Chair

4/27/18
Date

HANFORD ELEMENTARY SCHOOL DISTRICT
2017-2018 2018-2019 CREDENTIALLED TEACHER SALARY SCHEDULE "A"
187 Work Days

STEP	COLUMN			
	I	II	III	IV
	BA	BA + 45	BA + 60	BA + 75
	semester hours	semester hours	semester hours	semester hours
	+ Credential ¹	+ Credential ¹	Credential ¹	Credential ¹
1	52,270	54,361	56,535	58,797
2	54,361	56,535	58,797	61,149
3	56,535	58,797	61,149	63,594
4	58,797	61,149	63,594	66,138
5	61,149	63,594	66,138	68,784
6	63,594	66,138	68,784	71,535
7	66,138	68,784	71,535	74,397
8	68,784	71,535	74,397	77,372
9	71,535	74,397	77,372	80,467
10		77,372	80,467	83,686
11		80,467	83,686	87,033
12			87,033	90,515
L - 15	Requires 15 years of service ²		90,515	94,135
L - 20	Requires 20 years of service ²		94,135	97,901
L - 25	Requires 25 years of service ²		97,901	101,817
L - 30	Requires 30 years of service ²		101,817	105,889

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

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

INITIAL STEP PLACEMENT

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

STEP ADVANCEMENT

A one-step advancement on the Teacher Salary Schedule shall be granted for each school year in the District if the teacher is in paid status for the equivalent of 75% of full-time service of an established work year.

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

STIPENDS

Jefferson Charter Academy Spanish Bilingual Teacher
with BCLAD certification in Spanish

\$2,000 per year

Instructional / Induction
Coach

\$4,000 per year

Jefferson Charter Academy Spanish Bilingual Teacher
without BCLAD certification in Spanish

\$1,200 per year

Masters

\$1,200 per year

Special Day Class Teacher

\$2,500 per year

Doctorate

\$1,014 per year

Resource Specialist Program Teacher

\$2,000 per year

Combination Class

\$1,500 per year

Community Day School Teacher

\$3,500 per year

Split Assign. 2 schools

\$ 825 per year

AVERAGE HOURLY RATE OF PAY (Article 20) = \$48.60 50.54

Adopted: / /18

Effective: 07/01/18

HANFORD ELEMENTARY SCHOOL DISTRICT
2016-2017 2018-2019 Non-Credentialed Teacher and Intern
Salary Schedule "B"
(For Teachers Hired On or After November 1, 2000)
187 Work Days

STEP	COLUMN	
	B-1 B.A.	B-11 B.A. + 15
1	47,056	47,998
	<u>48,938</u>	<u>49,917</u>
2	47,998	48,957
	<u>49,917</u>	<u>50,915</u>

INITIAL STEP PLACEMENT

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

STEP ADVANCEMENT

A one-step advancement on the Teacher Salary Schedule shall be granted for each school year in the District if the teacher is in paid status for the equivalent of 75% of full-time service of an established work year.

ADVANCEMENT TO CREDENTIALLED TEACHER SALARY SCHEDULE

Non-credentialed teachers shall be eligible for placement on the Credentialed Teacher Salary Schedule in accordance with the following schedule:

- (1) Effective the first contracted day of the school year, if the District receives verification of the teacher's preliminary credential on or before September 12 of that year; or
- (2) Effective February 1 if the District receives verification of the teacher's preliminary credential on or before February 10.

STIPENDS

Jefferson Charter Academy Spanish Bilingual Teacher with BCLAD certification in Spanish	\$2,000 per year	Instructional / Induction Coach	\$4,000 per year
Jefferson Charter Academy Spanish Bilingual Teacher without BCLAD certification in Spanish	\$1,200 per year	Masters	\$1,200 per year
Special Day Class Teacher	\$2,500 per year	Doctorate	\$1,014 per year
Resource Specialist Program Teacher	\$2,000 per year	Combination Class	\$1,500 per year
Community Day School Teacher	\$3,500 per year	Split Assign. 2 schools	\$ 825 per year

AVERAGE HOURLY RATE OF PAY (Article 20) = \$48.60 50.54

Adopted: __/__/18

Effective: 07/01/18

HANFORD ELEMENTARY SCHOOL DISTRICT
~~2017-2018~~ 2018-2019 School Nurse
Salary Schedule "C"

187 Work Days

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
85,978	89,417	92,994	96,714	100,583
89,417	92,994	96,714	100,582	104,605

Adopted: / /18

Effective: 07/01/18

**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 the **Hanford Elementary School District**, hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the **Certificated Bargaining Unit**, during the term of the agreement from **July 1, 2016 to June 30, 2019**.

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>1,083,143</u>
<u>Ending Balance Increase (Decrease)</u>	<u>(1,083,143)</u>


____ (No budget revisions necessary)



District Superintendent
(Signature)

5/23/18

Date



Chief Business Officer
(Signature)

5/23/18

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)

Date

David Endo
Contact Person

559-585-3628
Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on June 13, 2018, took action to approve the proposed Agreement with the Certificated Bargaining Unit.

President (or Clerk), Governing Board
(Signature)

Date

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT
In Accordance with AB1200 (Statutes of 1991, Chapter 1213); G.C. 3547.5

Hanford Elementary School District

Name of Bargaining Unit: Certificated

New Agreement: _____

Reopener: X

The proposed agreement is an agreement that covers the period beginning July 1, 2016 and ending June 30, 2019 and will be acted upon the Governing Board at it meeting on June 13, 2018.

A.(1) Proposed Change in Compensation

Compensation		Fiscal Impact of Proposed Agreement Increase (Decrease) and Percentage Change			
		Cost Prior to Proposed Agreement	Current Year 2018-2019	Year 2 2019-2020	Year 3 2021-2021
1	Base Salary	\$ 22,223,855	\$ 883,976	\$ 883,976	\$ 883,976
			3.98%	3.98%	3.98%
2	Other Compensation	\$ 1,041,507	\$ -	\$ -	\$ -
			0.00%	0.00%	0.00%
3	Total Salary - (Sum of 1 & 2)	\$ 23,265,362	\$ 883,976	\$ 883,976	\$ 883,976
			3.80%	3.80%	3.80%
4	Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare	\$ 4,543,970	\$ 173,790	\$ 190,143	\$ 198,718
			3.82%	4.18%	4.37%
5	Health/Welfare Benefits	\$ 4,039,937	\$ 25,377	\$ 34,650	\$ 34,650
			0.63%	0.86%	0.86%
6	Total Benefits - (Total Lines 4 & 5)	\$ 8,583,907	\$ 199,167	\$ 224,793	\$ 233,368
			2.32%	2.62%	2.72%
7	Total Compensation (Sum of Lines 3 & 6)	\$ 31,849,269	\$ 1,083,143	\$ 1,108,769	\$ 1,117,344
			3.40%	3.48%	3.51%

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:

A 4.00% increase to the first step of the Certificated salary schedule beginning with the 2018-2019 school year. The subsequent steps will be increased in accordance with the current structure. There will also be an increase of \$11/month to the healthcare cap effective October 1, 2018 bringing the annual total to \$14,377 thereafter.

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

None.

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

None.

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

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

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

There is no contingency language included in the proposed agreement and the on schedule costs are ongoing.

- E. Source of Funding for Proposed Agreement**

1. Current Year

The current year funding will be funded with the projected unrestricted General Fund surplus.

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

Ongoing cost will be funded with projected growth in the Local Control Funding Formula.

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)

Future years are funded with the underlying surplus the District is currently experiencing. The assumptions used in the multi-year projection are listed.

- 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)

5/23/18

Date

Contact Person: David Endo Telephone No.: 559-585-3628

IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET
 In Accordance with AB3141 (Statutes of 1994, Chapter 650) (G.C. 42142)

Hanford Elementary School District

	(Col. 1) Latest Board Approved Budget	(Col. 2) Adjustments as a Result of Settlement (from page 1)	(Col. 3) Other Revisions (provide explanation)	Notes (Col. 3)	(Col. 4) Total Impact on Budget (Col. 1+2+3)
REVENUES					
Revenue Limit Source (8010-8099)	\$ 56,229,781	\$ -	\$ -		\$ 56,229,781
Remaining Revenues (8100-8799)	\$ 13,150,866	\$ -	\$ -		\$ 13,150,866
TOTAL REVENUES	\$ 69,380,647	\$ -	\$ -		\$ 69,380,647
EXPENDITURES					
1000 Certificated Salaries	\$ 26,976,971	\$ 883,976	\$ -		\$ 27,860,947
2000 Classified Salaries	\$ 10,822,263	\$ -	\$ -		\$ 10,822,263
3000 Employees' Benefits	\$ 16,990,772	\$ 199,167	\$ -		\$ 17,189,939
4000 Books and Supplies	\$ 3,991,830	\$ -	\$ -		\$ 3,991,830
5000 Services and Operating Exps	\$ 3,889,409	\$ -	\$ -		\$ 3,889,409
6000 Capital Outlay	\$ 1,399,512	\$ -	\$ -		\$ 1,399,512
7000 Other	\$ 1,273,171	\$ -	\$ -		\$ 1,273,171
TOTAL EXPENDITURES	\$ 65,343,928	\$ 1,083,143	\$ -		\$ 66,427,071
OPERATING SURPLUS (DEFICIT)	\$ 4,036,719	\$ (1,083,143)	\$ -		\$ 2,953,576
OTHER SOURCES AND TRANSFERS IN	\$ -	\$ -	\$ -		\$ -
OTHER USES AND TRANSFERS OUT	\$ (1,993,500)	\$ -	\$ -		\$ (1,993,500)
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 2,043,219	\$ (1,083,143)	\$ -		\$ 960,076
BEGINNING BALANCE	\$ 10,298,534	\$ -	\$ -		\$ 10,298,534
CURRENT-YEAR-ENDING BALANCE	\$ 12,341,753	\$ (1,083,143)	\$ -		\$ 11,258,610
COMPONENTS OF ENDING BALANCE:					
Nonspendable / Restricted	\$ 656,153	\$ -	\$ -		\$ 656,153
Reserved for Economic Uncertainties	\$ 4,100,000	\$ -	\$ -		\$ 4,100,000
Board Designated Amounts	\$ -	\$ -	\$ -		\$ -
Unappropriated Amounts	\$ 7,585,600	\$ (1,083,143)	\$ -		\$ 6,502,457

A. Date of governing board approval of budget revisions in Col. 1
 6/27/2018

Contact Person: David Endo

Date: 05/23/2018

5/21/2018
20182019 Certificated.xlsx
DCE

Multiyear Projection

Hanford Elementary School District

	18-19	19-20	%	20-21	%	Explanations
REVENUES						
Revenue Limit Source (8010-8099)	\$ 56,229,781	\$ 57,834,614	2.9%	\$ 59,371,129	2.7%	1
Remaining Revenues (8100-8799)	\$ 13,150,866	\$ 11,319,866	-13.9%	\$ 11,319,866	0.0%	2
TOTAL REVENUES	\$ 69,380,647	\$ 69,154,480	-0.3%	\$ 70,690,995	2.2%	
EXPENDITURES						
1000 Certificated Salaries	\$ 27,860,947	\$ 28,447,947	2.1%	\$ 29,034,947	2.1%	3
2000 Classified Salaries	\$ 10,822,263	\$ 10,943,263	1.1%	\$ 11,064,263	1.1%	4
3000 Employees' Benefits	\$ 17,189,939	\$ 18,164,920	5.7%	\$ 18,941,510	4.3%	5
4000 Books and Supplies	\$ 3,991,830	\$ 3,991,830	0.0%	\$ 3,991,830	0.0%	
5000 Services and Operating Exps	\$ 3,889,409	\$ 3,889,409	0.0%	\$ 3,889,409	0.0%	
6000 Capital Outlay	\$ 1,399,512	\$ 1,399,512	0.0%	\$ 1,399,512	0.0%	
7000 Other	\$ 1,273,171	\$ 1,273,171	0.0%	\$ 1,273,171	0.0%	
TOTAL EXPENDITURES	\$ 66,427,071	\$ 68,110,052	2.5%	\$ 69,594,642	2.2%	
OPERATING SURPLUS (DEFICIT)	\$ 2,953,576	\$ 1,044,428	-64.6%	\$ 1,096,353	5.0%	
OTHER SOURCES AND TRANSFERS IN	\$ -	\$ -	0.0%	\$ -	0.0%	
OTHER USES AND TRANSFERS OUT	\$ (1,993,500)	\$ (162,500)	-91.8%	\$ (162,500)	0.0%	6
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 960,076	\$ 881,928	-8.1%	\$ 933,853	5.9%	
BEGINNING BALANCE	\$ 10,298,534	\$ 11,258,610	9.3%	\$ 12,140,538	7.8%	
CURRENT YEAR ENDING BALANCE	\$ 11,258,610	\$ 12,140,538	7.8%	\$ 13,074,391	7.7%	

Explanations:

- 1 2.57% COLA and 100% gap closure in 19-20 and 2.67% COLA and 100% gap closure in 20-21 / ADA and unduplicated % to remain static
- 2 (\$1,831k) increase in one time mandated cost revenues in 19-20
- 3 \$587k Certificated step and column in 19-20 and 20-21
- 4 \$121k Classified step in 19-20 and 20-21
- 5 STRS rate project to increase to 18.13% in 19-20 and 19.98% in 20-21 / PERS rate projected to increase to 20.80% in 19-20 and 23.80% in 20-21

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Karen McConnell

DATE: May 23, 2018

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: June 13, 2018

ITEM: Memorandum of Understanding between Big Smiles of California and the Hanford Elementary School District

PURPOSE: For the purpose of providing preventive dental services, including: exams, fluoride treatments, as well as x-rays and sealants where applicable for all children with parental/guardian signed consent.

FISCAL IMPACT: None

RECOMMENDATIONS: Approve



MEMORANDUM OF UNDERSTANDING

The mission of Elliot Paul Schlang DDS, Professional Corporation (“Big Smiles California”) is to improve the quality of children’s lives by providing comprehensive dental services to children often left without care. With a signed permission form, Big Smiles California can provide a dental exam, cleaning, fluoride treatment, x-rays and sealants, where applicable. In addition, services such as simple fillings, pulpotomies (a root canal on baby teeth), extractions of baby teeth and pulp caps are offered.

The purpose of this memorandum is to establish an understanding between:

Big Smiles California

And

Hanford Elementary School District

Big Smiles California agrees:

- At a date to be mutually agreed upon, to provide comprehensive dental services, including: exams, cleanings, fluoride treatments, as well as x-rays and sealants where applicable, in addition to simple fillings, pulpotomies on baby teeth, baby teeth extractions and pulp caps. Such care shall be offered to the children with parental/guardian consent.
- All children ages 18 months -18 years are eligible.
- Each site will be served by our licensed California dentist(s) and/or hygienist(s).
- There is no charge to the schools or District.
- When available, Medicaid covers 100% of treatment. Most insurances are accepted. If financial assistance is needed, then insurance co-pays and deductibles will be covered. For those without insurance, self-pay options are available.
- All children will be given a “report card” for their parents’ review. Copies of x-rays are available to the family and dental offices.

District agrees to:

- Distribute Permission Forms to students in the fall and spring semesters of each school year and at other times upon request, as well as to collect the Permission Forms from the students in advance of the dental visit, and to send the completed Permission Forms to Big Smiles California as far in advance of the

dental visit as reasonably possible.

- Provide a space that is a minimum of 14 feet x 14 feet including 2 standard power outlets and access to water, suitable for the staff of Big Smiles California to set up its “dental office”.
- Provide a minimum of 25 children per site to be treated. If minimum is not reached, the visit may be rescheduled or cancelled.

The parties acknowledge that the District is a public health program created or administered by federal, state, or local law, as described in CA Bus & Prof Code Section 1911.

This agreement is non-financial in nature. It shall run for a period of one year, to be renewed automatically on an annual basis, unless notified by either party in writing with 30 days notice.

Elliot Paul Schlang DDS, Professional Corporation
3201 Wilshire Blvd.
Suite 110
Santa Monica, CA 90403

By: _____
Signature

Date: _____

Print Name

Title

Joy Gabler, Superintendent
Hanford Elementary School District
714 N. White St.
Hanford, CA 93230

By: _____
Signature

Date: _____

Print Name

Title

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Karen McConnell

DATE: June 4, 2018

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: June 13, 2018

ITEM: Memorandum of Understanding (MOU) between Paradigm Healthcare Services “Paradigm” and the Hanford Elementary School District “District.”

PURPOSE: The District continues to want to participate in the programs offered between the Californian Department of Education and the Department of Health Services, which allows school districts to bill Medi-Cal for service provided to Medicaid eligible recipients. Program participation provides fee reimbursement for specific services, provided by District personnel, to eligible students. To this end, the District is recommending the attached MOU with Paradigm to submit claims for the District and provide support as needed.

FISCAL IMPACT: Varies, depending on the number of submitted claims. Estimated not to exceed \$5000.00

RECOMMENDATIONS: Approve



SERVICE AGREEMENT

This Service Agreement (“**Agreement**”) is entered into as of the 1st day of July 2018 between Paradigm Healthcare Services, LLC, a California Limited Liability Company (“**Paradigm**”) and Hanford Elementary School District, a Local Education Agency (“**Client**”).

RECITALS

Paradigm is engaged in the business of providing Medicaid direct service and administrative claiming services to local education agencies, local governmental agencies, school districts, County offices of education, and local education consortia within the State of California.

Client desires to retain Paradigm, and Paradigm desires to be retained by Client, to provide the services described in greater detail below.

Accordingly, in consideration of the mutual obligations undertaken herein, THE PARTIES AGREE AS FOLLOWS:

TERMS

1. *Retention.*

Client hereby retains Paradigm and grants it the exclusive right to perform the services described below subject to the terms and conditions set forth in this Agreement.

2. *Term.*

This Agreement shall commence on the date first set forth above and shall continue in full force and effect through June 30, 2021 (“Initial Term”) subject to the termination provisions set forth in Paragraph, “Termination.” Unless either party sends written notice to the other party at least 60 days prior to the end of the Initial Term or any subsequent term, this agreement shall automatically renew for an additional year on each July 1 following the Initial Term, subject to termination provisions herein. The phrase “Term of the Agreement” shall refer to the Initial Term and any subsequent renewal period. The phrase “Fiscal Year” as used in this Agreement shall refer to the period July 1 through June 30. The Agreement will govern activities required to be performed by either party to complete obligations undertaken under this Agreement, regardless whether those activities are to be performed during or after the Term of the Agreement.

3. *Paradigm LEA Billing Services.*

a. Program Implementation Services.

(1) Paradigm will assist Client with all start-up documentation required by the California Department of Health Care Services (“DHCS”) to enroll Client as a Medi-Cal Provider, and establish Paradigm as the Client agent for purposes of submitting reimbursement requests under this Agreement.

(2) Paradigm will work with Client to assess program potential, establish provider and site databases for effective service tracking, and provide implementation training to Client program coordinator(s). This implementation process will be designed to identify areas of reimbursement and to facilitate an effective partnership between the Client and Paradigm.

b. Training and Materials.

(1) Paradigm will provide training to Client's program coordinator(s) and healthcare providers as part of the initial contract implementation and at least annually thereafter. Training will include the following subject areas: DHCS audit requirements for Client's LEA billing program; all necessary information and procedures for submitting Client billing data to Paradigm; and "best practices" to implement and maintain an optimized, audit-ready program.

(2) Paradigm will provide Client personnel with all necessary training materials including a proprietary "Coordinator's Handbook" containing a detailed review of the rules and regulations governing the LEA billing program. At Client's request Paradigm will also make available its proprietary "provider forms" for use in documenting the delivery of healthcare services (available in paper and electronic versions).

c. Claims Preparation and Submission.

(1) **Eligibility.** Upon the commencement of LEA Billing Services under this Agreement and quarterly thereafter during the Term of the Agreement, Paradigm will use its proprietary algorithms and know-how to determine Medi-Cal eligibility and identify Medi-Cal numbers within limits imposed by the DHCS and county governments. Eligibility match information will be retained by Paradigm and will be used solely to provide services hereunder subject to all the confidentiality provisions provided in the Agreement.

(2) **Claims Submittal.** Paradigm will make reasonable efforts to submit each Medi-Cal claim within thirty (30) days of receipt from Client of all information necessary for processing that claim. Paradigm will also make reasonable efforts to bill retroactive claims existing at the commencement of this Agreement so as to minimize revenue lost due to Medi-Cal's one (1) year billing limit. If a claim has been identified as paid in error or as overpaid and therefore requires an adjustment, Paradigm will complete and submit the DHCS-approved claims inquiry form on behalf of Client.

(3) **Review and Resubmittal.** Paradigm will monitor the submittal and payment process, review denials, suspensions, and holds, as reported by DHCS, and make reasonable efforts to resolve any challenged Client reimbursement claim.

d. Management Reports and Program Analysis. Paradigm will provide Client with periodic management reports using provider, procedure, and/or site parameters. The frequency of such reports will be determined by mutual agreement of Paradigm and Client, but in any event shall occur no less frequently than quarterly.

e. Coordination with Client.

(1) **Information Sharing.** Paradigm will provide Client with information regarding program policy, interpretation of policy, and regulatory updates as applicable. Quarterly "Bulletins" will be provided to Client's coordinator(s) to ensure timely communication about program changes and updates to Paradigm's systems and processes.

(2) **Support.** Paradigm will provide a "Client Care Center" available for the use of Client's program coordinator(s) and accessible via toll-free phone and email. A Paradigm Help Desk will be

available to Client program coordinator(s) and participants utilizing Paradigm's web-based software, accessible by toll-free phone during regular business hours and by email.

(3) **Audit and Site Visit Support.** Paradigm will provide Client personnel with training on audit requirements and program compliance. In the event of a program audit or review, Paradigm will assist in preparing for and responding to the audit to the extent permitted by DHCS and or any other auditing party.

f. Paradigm Technologies Software. Paradigm will make available its proprietary web-based software to assist Client in effective management of program participation, including at Client's option, the web-based Paradigm Technologies application. Note: Access to any Paradigm Technologies web-based applications requires acceptance of a separate, no-fee online Software License Agreement found at Paradigm's website.

4. *Client's LEA Billing Service Obligations.*

a. Program Coordinator(s). Client will make available designated personnel to assist with the implementation of Paradigm's services, and coordinate with Client's individual program participants.

b. Provider Logs. Client will maintain complete and accurate provider logs of all healthcare services provided by Client and will return the completed logs to Paradigm at the end of each month.

c. Student Data. Upon commencement of the Agreement and quarterly thereafter (October 1st, December 15th, March 15th, and June 15th), Client will provide Paradigm with a computer file in a format specified by Paradigm of all student data reasonably requested by Paradigm in connection with its performance under this agreement from Client's computer systems or from the computer systems of the individual schools Client comprises.

5. *Additional Client Obligations.*

In addition to the specific obligations set forth above, Client will take such other reasonable actions as Paradigm may request to facilitate Paradigm's provision of services under this Agreement.

6. *Fees and Payment Terms.*

a. Fees for LEA Billing Services.

(1) **Flat Fee Per Approved Service.** Paradigm fees for Client LEA claims submitted or originating during the Term of the Agreement will consist in a flat fee for each claimed service that DHCS approves for reimbursement without regard to any DHCS administrative deductions, holdbacks, or other deferral or delay in payment ("Approved DHCS Reimbursements"). The schedule of Paradigm flat fees for DHCS approved services is set forth in Appendix A.

(2) **Effect of Increase in Reimbursement Rates.** In the event DHCS increases the reimbursement rates to Client for LEA Billing Services during the Term of this Agreement, Paradigm's flat fees will automatically increase by the same percentage as the percentage DHCS increase. However, in no event will Paradigm's flat fees increase by more than 2% in any Fiscal Year during the Term of the Agreement.

(3) **Cap on Paradigm Fees.** Notwithstanding the fee schedule set forth in Appendix A, the total fees payable to Paradigm based on Approved DHCS Reimbursements during any Fiscal Year during the Term of the Agreement will not exceed 12.5% of Approved DHCS Reimbursements.

(4) **Application of Fiscal Year Limits.** For purposes of computing Paradigm's fees, thresholds and fee caps for LEA Billing Services, all Approved DHCS Reimbursements will be deemed to fall within the Fiscal Year in which DHCS approves reimbursement, regardless when the claim originates or is submitted by Paradigm to DHCS for payment, and regardless when or whether reimbursement is received from DHCS. Nothing in this Agreement shall constitute a limitation or waiver of Paradigm's entitlement to receive fees based on the foregoing schedule even after termination of the Agreement. Paradigm will invoice Client monthly based on Approved DHCS Reimbursements rather than payment received by Client from DHCS.

b. Substitution of Alternative Methodology and/or Fee Terms. In the event that any LEA Billing, or CRCS fee arrangements, or and part thereof are or become inconsistent with applicable state or federal law, regulation, or court order, or that any time survey methodology other than Worker Log or RMTS is approved by DHCS for use by Client in determining the percentage of allowable costs for LEA Billing reimbursement, Paradigm will on thirty (30) days written notice provide substitute fee arrangements and/or substitute time survey services consistent with applicable law regulation or court order. Any such substitute fee arrangements shall not increase the total amount Client would otherwise have been required to pay Paradigm for services under this Agreement.

c. Late Fees. Client will incur a late fee of two percent (2%) per month or any part thereof, or the maximum fee allowed by law, whichever is less, on any invoiced amount unpaid after sixty (60) days. The fees specified herein do not include taxes or similar surcharges, which are the sole responsibility of Client (excluding taxes on Paradigm's gross income).

7. *Protection of Confidential Information.*

a. Definitions.

(1) **"Client Confidential Information"** shall mean all information in whatever form provided by Client to Paradigm in connection with the services rendered under this Agreement that at the time of first receipt: (i) is clearly marked "confidential" or "proprietary;" (ii) constitutes protected health information, personal information, or student or pupil information, as defined by any federal or state law or regulation, including but not limited to the Family Education Rights Privacy Act (FERPA), 20 U.S.C. §1232g, et al., the Protection of Pupil Rights Amendment (PPRA), 20 U.S.C. §1232h, the Children's Online Privacy Protection Act (COPPA), 15 U.S.C. §§6501-6506, and the California Education Code (including §49073.1); (iii) is governed by the terms of a Data Use Agreement (DUA) between Client and DHCS; (iv) is otherwise disclosed under circumstances of confidence; or (v) reasonably should be understood by the receiving party to be confidential. Without limiting the foregoing, Client Confidential Information shall include all Client student healthcare data and other student information, and all Medi-Cal data files received by Paradigm as Client's designated custodian. Confidential Information shall not include any information that is or becomes publicly known through no fault of Paradigm, is already known by Paradigm at the time of disclosure based on information received from a source other than Client, or is rightfully received or independently developed by Paradigm after disclosure.

(2) **"Paradigm Confidential Information"** shall mean all information in whatever form provided by Paradigm to Client in connection with the services rendered under this Agreement that, at the time of first receipt: (i) is clearly marked "confidential" or "proprietary;" (ii) is otherwise disclosed under circumstances of confidence; or (iii) reasonably should be understood by the receiving party to be confidential. Without limiting the foregoing, Paradigm's Confidential Information shall include all business, marketing, technical, financial, customer, supplier, or other

information, data entry means, processed claiming data, instructions, management reports, data file specifications, instructional materials, algorithms, software, forms, boilerplate plans, technologies, know-how related to making eligibility determinations, and data and results derived from the foregoing, except to the extent such Confidential Information is set forth in this Agreement, which is a public record.

b. Protection of Confidential Information.

(1) Each party shall use reasonable and appropriate measures to safeguard and keep confidential all Confidential Information of the other party and shall not disclose, use, or copy any Confidential Information except as necessary to perform its obligations hereunder. Such reasonable and appropriate measures shall be no less than the measures taken by each to protect its own confidential information of a similar nature, but in any event no less than the measures governing protection, maintenance, disclosure, retention and destruction of Confidential Information subject to the terms of any DUA between Client and DHCS and any applicable federal or state law or regulation.

(2) Paradigm represents that all its employees who work with Confidential Information provided by Client under this Agreement: (i) have received regular training in data security procedures and federal and state law and regulations applicable thereto; (ii) have reviewed Paradigm's written data security policies and procedures; and (iii) have signed an agreement to be bound by the confidentiality terms contained in this Agreement.

(3) Each party may disclose Confidential Information of the other party to its responsible employees and independent contractors to the extent permitted by law and provided that such employees and independent contractors: (i) have a need to access such Confidential Information for purposes of fulfilling the party's obligations hereunder; (ii) have been informed of the confidentiality provisions of this Agreement; and (iii) have agreed in writing to be bound by such provisions to the same extent as the parties. Each party shall be responsible for any breach of the confidentiality provisions of this Agreement by its employees and independent contractors.

(4) Paradigm will timely report to Client any misuse or unauthorized disclosure of student information or other Confidential Information in accordance with all applicable federal and state laws and regulations.

c. Ownership and Use of Client Confidential Information. Client Confidential Information provided to Paradigm under this Agreement continues to be the property of, and under the control of, Client, and will not be used for any purpose other than the requirements of this Agreement. Without limiting the foregoing, Paradigm will not use personally identifiable student information for commercial or advertising purposes.

d. Review and Correction. Client represents that it maintains a procedure by which parents, legal guardians, and eligible students can review student records and correct erroneous information; Paradigm does not interact directly with parents, guardians or students, but will cooperate with Client as necessary to allow for the review and correction of student records.

e. Retention of Client's Confidential Information. Paradigm certifies that it will only retain Client's Confidential Information for as long a period as is reasonably necessary to fulfill its obligations under this Agreement, including compliance with DHCS audit requirements, and applicable federal and state laws and regulations. At the end of such compliance period, Paradigm in its reasonable discretion will either destroy Client Confidential Information in a secure manner or return this Information to Client.

f. Lawful Disclosure. This Paragraph shall not be construed as prohibiting either party from disclosing the other's Confidential Information to the extent required by law, regulation, or court order, provided such party notifies the other party promptly after becoming aware of such obligation and permits the other party to seek a protective order or otherwise to challenge or limit such required disclosure within the time permitted by law.

g. Statutory Compliance. The parties acknowledge that, notwithstanding any other provision of this Agreement, Client has taken reasonable and appropriate steps to ensure that Paradigm's current practices with respect to Client Confidential Information comply with FERPA requirements, and Client remains legally responsible for any FERPA violations that may occur in the course of Paradigm's performance of services under this Agreement. The parties also acknowledge that they have made best efforts to ensure that this Agreement complies with the requirements of California Education Code §49073.1.

h. Continuing Obligations. The obligations contained in this Section, "Protection of Confidential Information," shall survive for a period of twenty (20) years after the expiration or termination of this Agreement.

8. *Accuracy of Information.*

a. Client Efforts. Client will make reasonable efforts to insure that the information supplied to Paradigm hereunder shall be true, complete, and accurate in all respects. Client assumes sole responsibility, and Paradigm shall have no liability, for the truth, completeness, and accuracy of all information supplied to Paradigm.

b. Paradigm Efforts.

(1) Paradigm shall make reasonable efforts to verify the completeness and accuracy of information underlying the claims it submits on Client's behalf. Due to the volume of data being processed from manual data entry forms and the necessity of correlating student records from several databases maintained by Paradigm, it is inevitable that some requests for reimbursement (or categories of requests or patients) will be denied due to incorrect or incomplete supporting data or healthcare insurance information. Paradigm will make reasonable efforts to minimize such denials. Client acknowledges that such denials are normal, and will not constitute a breach of Paradigm's obligations under this Agreement. Client's sole and exclusive remedy for any such reimbursement denial is to request that Paradigm re-bill any denied claims. Paradigm will determine in its sole and absolute discretion if such rebilling is reasonable and cost effective. Except as set forth in this paragraph, Paradigm shall not be liable, and Client shall have no remedy, for any reimbursement denial for healthcare or administrative services that are not reimbursable under state or federal law.

(2) Paradigm shall make reasonable efforts to submit all operational plans and claims made thereunder in a timely manner. However, Paradigm shall not be responsible in any way in the event that any operational plan or any claim made thereunder is submitted late or incomplete directly or indirectly because of the failure or delay by Client or its employees, students, agents or independent contractors in making all necessary information available to Paradigm, or any third party's failure or delay in submitting documentation to the DHCS.

(3) Client acknowledges that Paradigm is not providing Client with legal, medical, or healthcare information or services and that any forms, software, and other materials supplied to Client hereunder are not intended to provide legal, medical, or healthcare advice.

9. *Limitation of Liability.*

In no event shall Paradigm be liable to Client for any incidental, indirect, consequential, special, or punitive damages arising out of or relating to this Agreement, including without limitation damages for lost reimbursements, lost healthcare services, or lost data, regardless of whether Paradigm has been advised of the possibility of such damages, and regardless of whether the claim for damages sounds in contract, tort, or other form of action. In the event Client elects not to utilize Paradigm's services to prepare its annual CRCS Workbook, or fails to make available information necessary to timely complete the Workbook, Paradigm will not be liable in any manner for resulting termination of Client from participation in the LEA Billing Option or for any resulting disallowance of Client claims. In no event shall Paradigm's total liability for damages to Client arising out of or related to this Agreement exceed the net fees paid to Paradigm hereunder during the one (1) year period preceding the date on which the first claim alleged to give rise to damages occurs, regardless of the number of claims, causes of action, or amount of the alleged losses.

10. Licenses and Permits.

Client represents and warrants that: (a) it has all licenses and permits necessary or appropriate to render the medical services it currently provides to its students, and to be eligible for reimbursement from Medi-Cal; (b) Client will maintain such licenses in full force and effect during the Term of this Agreement; and (c) Client has all necessary authority, including approval by the Board of Education if necessary, to enter into this Agreement and to perform all of its obligations hereunder.

11. Indemnification.

a. Client's Indemnification Obligations. Client shall indemnify and hold harmless Paradigm, its managing members, employees, and agents against and from any and all liabilities, claims, demands, losses, damages, and expenses, including reasonable attorneys' fees and costs (collectively "**Claims**"), to the extent arising from Client's negligence, gross negligence, or intentional misconduct in the course of Client's discharge of its obligations under this Agreement, including without limitation: (i) breach of any provisions of this Agreement by Client; (ii) failure of Client or its health care providers, to provide any service for which reimbursement is sought; (iii) failure of Client or its health care providers to perform health care or related services in accordance with any professional standards applicable thereto; (iv) failure of the Client to provide accurate Confidential Information; or (v) failure of Client or its health care providers to obtain or maintain in good standing any licenses, permits, or registrations required to render the healthcare and related services for which reimbursement is sought. Notwithstanding the foregoing, Client shall not be required to indemnify Paradigm hereunder to the extent that Paradigm is obligated to indemnify Client pursuant to the following paragraph, "Paradigm's Indemnification Obligations."

b. Paradigm's Indemnification Obligations. Paradigm shall indemnify and hold harmless Client, its school board, officers, directors, employees, and agents against and from any and all Claims to the extent such claims arise from Paradigm's negligence, gross negligence, or intentional misconduct in the course of performing services under this Agreement. Notwithstanding the foregoing, Paradigm shall not be required to indemnify Client hereunder to the extent that Client is obligated to indemnify Paradigm pursuant to the preceding paragraph, "Client's Indemnification Obligations."

c. The indemnification rights set forth in this Section, "Indemnification," are conditional on the following: (i) the party seeking indemnification (each an "**Indemnified Party**") shall provide prompt written notice of any Claim as to which indemnification is sought to the party from whom indemnification is sought (the "**Indemnifying Party**"), provided, however, that failure to give such notice shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that it

is materially prejudiced thereby; (ii) all Indemnified Parties shall reasonably cooperate with the Indemnifying Party in the defense and settlement of the underlying Claim at no cost to the Indemnified Party; and (iii) the Indemnifying Party shall have full and exclusive authority to defend or settle the underlying Claim, provided that the Indemnifying Party shall not enter into any settlement that includes an admission of liability by the Indemnified Party or injunction against any Indemnified Party without the consent of such Indemnified Party, such consent not to be unreasonably withheld or delayed, and provided further that each Indemnified Party shall have the right to participate in such Claim with counsel of its own selection at its own expense.

12. Termination.

a. For Cause. Either party may terminate this Agreement upon written notice to the other party if the other party is in material breach of its obligations under this Agreement and such breach is not cured within thirty (30) days after receipt of written notice of the specific nature of such breach (or, in the case of nonpayment of fees, within fifteen (15) days after receipt of written notice). The non-breaching party shall give its reasonable cooperation and assistance to the breaching party in any efforts made to cure such breach.

b. Without Cause. The parties may terminate this Agreement at any time by written agreement of both parties, effective as of the date specified in such agreement.

c. Effect of Termination. Upon the expiration or termination of this Agreement for any reason:

(1) **Payment for Services Completed.** All fees Client owes to Paradigm for services provided prior to expiration or termination shall immediately become due and payable upon receipt of an invoice from Paradigm.

(2) **Payment for Approved LEA Billing Claim Submittals.** Paradigm will prepare and submit to DHCS for reimbursement all Client LEA Billing claims arising from services provided by Client prior to termination or expiration and shall receive payment pursuant to the terms of this Agreement upon approval of such claims or part thereof by DHCS. Such claims for reimbursement shall be documented and submitted to Paradigm for submittal to DHCS within six (6) months after the earlier of expiration or termination of this Agreement.

(3) **Confidential Information.** Client shall, upon request, return or destroy, at Paradigm's option, all Confidential Information received from Paradigm and shall certify to Paradigm its compliance with this provision.

d. Survival of Terms. All provisions of this Agreement which by their express terms extend beyond expiration or termination of this Agreement or which by their nature so extend shall survive expiration or termination, including but not limited to Paragraphs: "Protection of Confidential Information," "Limitation of Liability," "Indemnification," "Termination," "Paradigm Proprietary Rights," and "Miscellaneous."

13. Paradigm Proprietary Rights.

Client acknowledges and agrees that Paradigm retains all right, title, and interest, including without limitation all intellectual property rights, in and to Paradigm's Confidential Information (as defined above), and all forms, materials, submissions, and software prepared or supplied by Paradigm. Except as and to the extent otherwise provided in this Agreement, neither this Agreement nor Paradigm's performance of services under this Agreement shall give Client any ownership interest in or license to any of Paradigm's intellectual or other property.

14. *Miscellaneous.*

- a. Notice.** Any notice required or permitted to be given under this Agreement shall be in writing and may be delivered in person, by overnight courier, or by facsimile if confirmed by first class mail, or sent by certified or registered mail, addressed to the other party at the addresses set forth on the signature page of this Agreement. Notice will be effective as of the date personally delivered, or if by facsimile, when confirmed electronically by the sending facsimile machine, or otherwise when actually received, provided that notice received on holidays, week-ends or nights will be effective at 9:00 a.m. on the next business day.
- b. Relationship.** It is intended that the relationship of Paradigm to Client shall at all times be that of an independent contractor. Nothing contained in this Agreement is intended or to be construed so as to create any partnership, joint venture, employment, agency, franchise or other representative relationship between the parties. No party hereto, or their respective officers, directors, employees, or agents shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party, or to bind the other party to any contract, agreement, or undertaking with any third party.
- c. Governing Law.** This Agreement and the rights and obligations of the parties under it shall be subject to, governed by, construed, and enforced pursuant to the laws of the State of California without giving effect to any choice of law principles. Headings are for convenience only.
- d. Severability.** If any provision of this Agreement is held by a court or arbitrator to be invalid or unenforceable, the remaining portions of this Agreement shall remain in full force and effect, and such court or arbitrator shall be empowered to substitute provisions similar to said provision, or other provisions, so as to provide the parties the benefits intended by said provision, to the fullest extent permitted by applicable law.
- e. Arbitration.** Any dispute arising in connection with the interpretation or enforcement of this Agreement shall be resolved by compulsory binding arbitration under the auspices of and in accordance with the commercial arbitration rules of JAMS in San Francisco, California before a single arbitrator to be selected by mutual agreement of the parties or, failing such agreement, by JAMS from a list of three arbitrators proposed by each side. The decision of the arbitrator will be final and not appealable. The arbitrator shall interpret and enforce this Agreement in accordance with the laws of the State of California. The arbitrator shall be empowered to award the prevailing party any remedy available in law or equity not specifically precluded by this Agreement, including without limitation injunctive or declaratory relief, and attorneys' fees and costs.
- f. Other Remedies.** The parties acknowledge and agree that any actual or threatened misappropriation or infringement of intellectual property or breach of the confidentiality provisions of this Agreement will cause irreparable harm for which there is no adequate remedy at law, and accordingly, in addition to any other available remedies, a party may seek to enforce its rights with respect to the protection of confidential information or intellectual property hereunder through injunctive relief in any court of competent jurisdiction. In the event that any party is required to commence an action or arbitration to interpret or enforce any of the terms of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs.
- g. Force Majeure.** Neither party shall be liable for any delay or failure to perform its obligations hereunder (except for any obligation to pay fees) resulting from any cause beyond its reasonable control, including but not limited to acts of God, terrorism, weather, fire, explosions, floods, strikes,

work stoppages, slowdowns, industrial disputes, accidents, riots, civil disturbances, or acts of government.

h. Entire Agreement; Amendment. This Agreement, the online Software License Agreement, and Paradigm's Website Policies constitute the entire agreement between Client and Paradigm, superseding all prior and contemporaneous proposals, negotiations, communications and agreements, written or oral concerning the subject matter hereof. The provisions of these agreements shall be construed to give effect to all provisions therein to the greatest extent possible. In the event of any conflict between the agreements, they shall take precedence over one another in the following order, with each agreement listed taking precedence over all listed after it: this Agreement; the online Software License Agreement; and the Website Policies. This Agreement may be amended only by an instrument in writing duly approved and signed by both parties.

i. Assignment. Neither party shall assign or transfer this Agreement without the consent of the other party, which shall not be unreasonably withheld or delayed. Any assignment or transfer in violation hereof shall be null and void.

j. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors, assignees, and legal representatives. It creates no rights in any third parties including any individual in connection with which reimbursement is sought by Client.

k. Counterparts. This Agreement may be executed in any number of faxed, scanned, or original counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by duly authorized persons to be effective as set forth herein.

PARADIGM:

PARADIGM HEALTHCARE SERVICES, LLC

By: Constance Laflamme

Print Name: Constance Laflamme

Title: Executive Director

Date: 6/6/18

Address:

Attn: Constance Laflamme

500 Sansome Street, Suite 500

San Francisco, California 94111

Phone: (415) 616-0920

Fax: (415) 616-0910

CLIENT:

HANFORD ELEMENTARY SCHOOL DISTRICT

By: _____

Print Name: _____

Title: _____

Date: _____

Address:

Phone: (_____) _____ - _____

Fax: (_____) _____ - _____

Appendix A - Fees for LEA Billing Services

\$s to Client @
50% FMAP Paradigm's
Fees

Non-Special Education Assessments		
Developmental Assessment for Occupational Therapy	\$10.58	\$1.32
Developmental Assessment for Physical Therapy	\$11.41	\$1.43
Developmental Assessment for Speech Therapy	\$10.38	\$1.30
Nursing Health & Nutrition Assessment	\$9.99	\$1.25
Health Education & Anticipatory Guidance for Credentialed School Nurse/Physician	\$9.99	\$1.25
Health Education & Anticipatory Guidance for Mental Health	\$10.39	\$1.30
Hearing Assessment (Screening, Pure Tone, Air Only) - Under 18 Yrs	\$7.80	\$0.97
Hearing Assessment (Screening, Pure Tone, Air Only) - Over 18 Yrs	\$7.15	\$0.89
Hearing Assessment (Pure Tone Audiometry, Air Only) - Under 18 Yrs	\$11.69	\$1.46
Hearing Assessment (Pure Tone Audiometry, Air Only) - Over 18 Yrs	\$10.72	\$1.34
Psychosocial Status Assessment	\$10.39	\$1.30
Vision Screening	\$3.33	\$0.42
Special Education Assessments		
Initial/Triennial Audiological Assessment	\$92.31	\$11.54
Annual/Amended Audiological Assessment	\$69.24	\$8.65
Initial/Triennial Nursing Health Assessment	\$69.94	\$8.74
Annual/Amended Nursing Health Assessment	\$39.97	\$5.00
Physician's Health & Nutrition Assessment (I, T, A, AM) - 15 Min. Increments	\$9.99	\$1.25
Initial/Triennial Occupational Therapy Assessment	\$121.89	\$15.24
Annual/Amended Occupational Therapy Assessment	\$84.65	\$10.58
Initial/Triennial Physical Therapy Assessment	\$131.41	\$16.43
Annual/Amended Physical Therapy Assessment	\$91.25	\$11.41
Initial/Triennial Psychological Status Assessment	\$249.18	\$31.15
Annual/Amended Psychological Status Assessment	\$83.06	\$10.38
Psychosocial Status Assessment (I, T, A, AM) - 15 Min. Increments	\$9.11	\$1.14
Initial/Triennial Eval of Speech Fluency	\$31.95	\$3.99
Annual/Amended Eval of Speech Fluency	\$17.43	\$2.18
Initial/Triennial Eval of Sound Production	\$27.39	\$3.42
Annual/Amended Eval of Sound Production	\$14.94	\$1.87
Initial/Triennial Eval of Sound Production plus Language Comprehension/Expression	\$54.77	\$6.85
Annual/Amended Eval of Sound Production plus Language Comprehension/Expression	\$29.88	\$3.73
Initial/Triennial Analysis of Voice and Resonance	\$27.39	\$3.42
Annual/Amended Analysis of Voice and Resonance	\$14.94	\$1.87
Treatment Services		
Initial Audiology Treatment (15-45 Min.)	\$42.31	\$5.29
Audiology Treatment - Additional 15 Min. Increments	\$11.54	\$1.44
Health Aide Treatment - 15 Min. Increments	\$4.25	\$0.53
Hearing Aid Check	\$26.47	\$3.31
School Nursing Treatment - 15 Min. Increments	\$9.99	\$1.25
LVN Treatments - 15 Min. Increments	\$5.04	\$0.63
Initial Occupational Therapy (15-45 Mins.)	\$40.21	\$5.03
Occupational Therapy - Additional 15 Min. Increments	\$10.58	\$1.32
Initial Physical Therapy (15-45 Min.)	\$36.50	\$4.56
Physical Therapy - Additional 15 Min. Increments	\$11.41	\$1.43
Initial Psychology/Counseling, Individual (15-45 Min.)	\$38.24	\$4.78
Psychology/Counseling, Individual - Additional 15 Min. Increments	\$10.39	\$1.30
Initial Psychology/Counseling, Group (15-45 Min.)	\$8.42	\$1.05
Psychology/Counseling, Group - Additional 15 Min. Increments	\$1.73	\$0.22
Initial Speech Therapy, Individual (15-45 Min.)	\$34.58	\$4.32
Speech Therapy, Individual - Additional 15 Min. Increments	\$10.38	\$1.30
Initial Speech Therapy, Group (15-45 Min.)	\$12.68	\$1.59
Speech Therapy, Group - Additional 15 Min. Increments	\$3.46	\$0.43
Targeted Case Management (TCM) - High	\$8.21	\$1.03
Targeted Case Management (TCM) - Med	\$7.20	\$0.90
Targeted Case Management (TCM) - Low	\$6.19	\$0.77
Transportation - One-Way Trip	\$9.27	\$1.16
Transportation Mileage - Per Mile	\$0.66	\$0.08

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Karen McConnell

DATE: May 29, 2018

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: June 13, 2018

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 addressed on page 2 of the MOU. Costs paid via Prop 98 - Resource 6512 budget.

RECOMMENDATIONS: Approve

MEMORANDUM OF UNDERSTANDING

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

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

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

1. Scope of Services.

- a. JAQUEZ shall participate as a member of the IEP team for students who are identified as needing educationally relevant counseling and guidance necessary for the student to make educational progress. JAQUEZ shall work jointly in the development of assessments with the HESD staff, provide services as determined by the IEP team, write and monitor appropriate goals on the students IEP as outlined in the IEP, provide services as indicated monitor the student's 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 July 1, 2018 shall remain in effect until June 30, 2019.
6. Termination of MOU for Convenience of Either Party. Any party may terminate this MOU at any time by giving to the other party thirty (30) days written notice of each termination. Termination for convenience shall be effective at 11:59 p.m., Pacific Standard Time on the intended date for termination (the "Termination Date"). The terminating party shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. JAQUEZ shall be paid for all services satisfactorily completed at the rates stated above and not previously paid through payments prior to the effective date of said termination.
7. Termination of MOU for Cause. If either party fails to perform its duties under this MOU or if either party breaches any of the material terms or provisions of the MOU, then the non-breaching party shall have the right to terminate this MOU effective immediately upon giving written notice to the breaching party. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. If the termination for cause is defective for any reason, including, but not limited to, reliance on erroneous facts concerning performance or any defect in notice thereof, then the maximum liability shall not exceed the amount payable to JAQUEZ under Paragraph 4 above.
8. Entire Agreement and Modification. This MOU supersedes all previous agreements and constitutes the entire understanding of the parties hereto. All parties specifically acknowledge that in entering into and executing this MOU that they shall rely solely upon the provisions contained in this MOU.
9. Enforceability. If any term, covenant, condition, or provision of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.
10. Employment Status. JAQUEZ and its officers, employees, or agents shall, during the entire term of the MOU, be construed to be an independent contractor and nothing in this MOU is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow LEA to exercise direction or control over the professional manner in which JAQUEZ performs the services which are the subject matter of this MOU. JAQUEZ understands and agrees that its employees shall not and will not be eligible for membership in for any benefits from any LEA group plan for hospital, surgical, or medical insurance, or for membership in any LEA retirement program, or for paid vacation, sick leave or other leave, with or without pay, or for any other benefit which accrues to a LEA employee.

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

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

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

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

15. Third Party Rights. Nothing in this MOU shall be construed to give any rights or benefits to anyone other than JAQUEZ and HESD.
16. Integration. This MOU represents the entire understanding of JAQUEZ and HESD as to those matters contained herein and supersedes and cancels any prior oral or written understanding, promises, representations, or agreement(s) with respect to those matters covered hereunder. This MOU may not be modified or altered except in writing and signed by all the parties hereto.
17. Legal Compliance. Each party shall comply with all laws as may be applicable for the provision of services within the scope of this MOU, and within the State and Federal audit compliance requirements as set forth by the State Department of Mental Health and Federal regulations.
18. Records.
 - a. JAQUEZ shall keep complete accurate records as required by law for the services performed pursuant to this MOU. Those records shall only be releasable in accordance with appropriate provisions of law.
 - b. JAQUEZ shall assure the confidentiality of any records that are required by law to be so maintained.
 - c. JAQUEZ shall comply with the Health Insurance Portability and Accountability Act of 1996 Public Law 104-19 (HIPAA). JAQUEZ shall train all of its personnel regarding the requirements of the Act. JAQUEZ shall implement all privacy protections to individual's identifiable protected health information.
19. Attorney Fees. If the parties become involved in arbitration or litigation concerning this contract or the performance of this contract, the prevailing party shall be entitled to an award of reasonable costs and expenses of arbitration or litigation, including expert witness fees and attorney fees.
20. Staffing. Staffing is dependent on the number of students and amount of services. It is understood these hours may fluctuate based on student's IEP requirements.
21. Term. This MOU shall cover the period beginning on July 1, 2018 through the close of business on June 30, 2019. 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.

Joy Gabler, Superintendent Hanford Elementary
School District

DATE

Teresa A. Jaquez, LMFT License # MFC 49724

DATE

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy Gabler
FROM: Jay Strickland
DATE: May 31, 2018

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

Date you wish to have your item considered: June 13, 2018

ITEM: For possible adoption: 2019-2020 school calendar.

PURPOSE: Presented school calendar reflects the starting and ending dates agreed upon by HESD administration and HETA. The calendar also includes student non-school days, minimum days and holidays.

FISCAL IMPACT (if any): none

RECOMMENDATION (if any): Adopt 2019-2020 school calendar.

Hanford Elementary School District - Final 2019-2020 School Calendar

114/185

July 2019						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August 2019						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September 2019						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

1st Reg. Month: 08/12-09/06 Days Taught: 18

October 2019						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

2nd Reg. Month: 09/09-10/04 Days Taught: 20


November 2019						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

3rd Reg. Month: 10/07-11/01 Days Taught: 19

December 2019						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

4th Reg. Month: 11/04-12/06 Days Taught: 19

Important Dates						
School Starts: August 13						
School Ends: June 5						
End of 1 st Trimester: November 1						
End of 2 nd Trimester: February 28						
End of 3 rd Trimester: June 5						
Parent Conferences: November 25-26						
<i>(Non-Workday for 10-Month Classified)</i>						
<u>Minimum Days:</u>						
Every Wednesday						
<i>(except one Wednesday in May for Employee Recognition)</i>						
December 20						
April 3						
May 21: JR High Only						
May 22						

Holidays						
Labor Day: September 2						
Veteran's Day: November 11 (observed)						
Thanksgiving Break: November 27-29						
<i>(Non-Workday for 10/11 Month Certificated and Classified)</i>						
Winter Break: December 23-January 10						
<i>(Non-Workday for 10/11 Month Certificated and Classified)</i>						
Martin Luther King Jr.: January 20						
No School: February 10						
<i>(Non-Workday for 10/11 Month Certificated and Classified)</i>						
President's Day: February 17						
Spring Break: April 6 - April 13						
<i>(Non-Workday for 10/11 Month Certificated and Classified)</i>						
Memorial Day: May 25						
 Non-workday – All employees						

Teacher Workday						
Welcome Back/Site Meeting: August 9						
Teacher Preparation Day: August 12						

Professional Development (District Wide)						
August 8						
October 21						
January 31						
<i>(no school for all students)</i>						

January 2020						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

5th Reg. Month: 12/09-01/10 Days Taught: 10

February 2020						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

6th Reg. Month: 01/13-02/07 Days Taught: 18

March 2020						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

7th Reg. Month: 02/11-03/06 Days Taught: 18

April 2020						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

8th Reg. Month: 03/09-04/03 Days Taught: 20

May 2020						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

9th Reg. Month: 04/13-05/08 Days Taught: 19

June 2020						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

10th Reg. Month: 05/11-06/05 Days Taught: 19

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler, Superintendent

FROM: Marla Yadon, Principal

DATE: June 1, 2018

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: June 13, 2018

ITEM: Consider approval of Memorandum of Understanding with ValleyPBS.

PURPOSE: To provide six monthly parent workshops from the READY to Learn Parent Education program to parents, in order to improve outcomes for students in the areas of English Language Arts and Math. ;

FISCAL IMPACT: \$9,000

RECOMMENDATIONS: Approve

Memorandum of Understanding
between ValleyPBS and Hanford Elementary School District

Objective:

ValleyPBS and Hanford Elementary School District will partner to provide Martin Luther King Elementary School each one series of six monthly parent workshops from the Ready to Learn Parent Education program to parents, in order to improve outcomes for students in the areas of English Language Arts and Math.

Project Summary:

ValleyPBS will provide a total of 6, 90-minute workshops for parents which will teach techniques they can implement immediately in the home, to strengthen their children's fundamental, Common Core aligned English Language Arts and Math skills as well as show parents how to use easily accessible teaching tools including free, educational PBS Kids television programming, story books and hands on activities to teach their children fundamental academic skills that contribute to future success in school and life.

The workshop schedule will be determined by both Martin Luther King Elementary School and ValleyPBS, working in collaboration.

Funding:

Hanford Elementary School District will provide funding for the series and the total cost shall be \$9,000.

ValleyPBS Responsibilities:

- Assist with parent recruitment by providing a master flier, making phone calls home and if desired providing an instructor meet and greet day in which the lead workshop instructor will come to personally meet and recruit parents targeted for participation by the school staff. Weekly reminder calls to parents to help with attendance will be provided as well.*
- Quality, professional Ready to Learn instruction, for up to 25 families (all family members). One lead instructor and one assistant instructor/translator for each workshop.
- All course materials including craft and school supplies and storybooks for families in attendance to take home and add to their home library.
- Two "PBS Kids Zone!" leaders per workshop and necessary materials to provide fun, learning activities and supervise children (ages 2-12) while parents are in session.

- Provide dinner (excluding beverages) for all participating family members.
- Collect and compile family attendance, demographics, pre and post workshop survey data and anecdotal information to determine program impact. Outcomes will be shared with school administration.

*ValleyPBS will make every effort to recruit and engage families in attending workshops and it is the station's goal to maximize the impact of this valuable outreach service; however, the station is unable to guarantee a specific number of attendees, due to varying family schedules and priorities as well as the school and district's willingness or ability to support workshop promotion. Materials are given *only* to families who attend workshops, and the cost for workshops is a total cost for all elements of the service.

Hanford Elementary School District Responsibilities:

- Provide an indoor meeting space with working projector, suitable to provide instruction for parents (classrooms and/or libraries are preferred to cafeteria spaces whenever possible) for each workshop.
- Provide water and/or coffee (or other beverages if desired) and cups (if needed) for parents and children attending workshops.
- Provide a second, indoor space suitable for enriched-childcare per workshop.
- Assist ValleyPBS in parent recruitment by informing teachers about the workshops, including workshop information in school newsletters and/or on campus marquees, phone messengers or backpack fliers. (Whichever is typical for the campus for distributing information.)
- Provide lighting, heat/ac and restroom access during all workshops.

Relationship of the Parties:

In performance of the work, duties and obligations under this MOU, it is mutually understood and agreed that each party, including its officers, agents and employees, will at all times be acting and performing as independent contractors in relationship to each other, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner or associate of the other.

Compliance with Federal, State and Local Laws:

Hanford Elementary School District and ValleyPBS agree to comply with any applicable federal and state guidelines in its operation of the project referenced in this MOU and with any laws, statutes, ordinances and regulations that would be applicable with respect to its performance. The parties understand that failure to comply is grounds for immediate termination of this MOU by either party.

Hold Harmless:

Hanford Elementary School District and ValleyPBS shall indemnify, save, and hold harmless each other, and at the other party's request, defend the other party, its officers, directors, employees and agents from and against all liability, loss, cost, or expense occurring or resulting in connection with the performance, or failure to perform, by the other, its officers, agents, or employees under this MOU, and from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to any person, firm or party, its officers, agents or employees under this MOU.

IN WITNESS THEREOF, the Parties have caused this MOU to be executed by their duly authorized officers in the County of Kings, California.

Hanford Elementary School District

ValleyPBS

Marla Yadon

Date: _____

Natali Carrera

Date: 6/1/2018

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 06/04/2018

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 06/13/2018

ITEM:

Consider adoption of the following revised Exhibit for information:
 E 3553 – Free and Reduced Meals

PURPOSE:

The United States Department of Agriculture (USDA) requires that school districts ensure sufficient funds are being provided by meals served to students that are not eligible for free or reduced meals. As such, the USDA requires districts that charge less than \$2.92 per paid student meal to increase the paid lunch price or provide non-federal support to the food service account. Since the District currently charges \$1.45 per a paid student lunch, at a minimum the district would need to increase the cost to \$1.55 per a paid student meal to comply with the guidance. Additionally, the District is recommending a similar increase to the paid adult lunch (without milk) from \$2.65 to \$2.80.

FISCAL IMPACT:

An increase in paid lunches should increase revenues approximately \$6,000.

RECOMMENDATIONS:

Adopt the following Exhibit the next board meeting:
 E 3553 – Free and Reduced Meals

Hanford ESD

Exhibit

Free And Reduced Price Meals

E 3553

Business and Noninstructional Operations

CAFETERIA PRICES LIST

CAFETERIA PRICES

The prices for cafeteria meals, by Board adoption, shall be as follows:

Lunch Program (Effective July 1, ~~2017~~2018)

Student Lunch	\$1.45 \$1.55
Reduced Price Lunch	\$0.00
Student Milk Only	\$0.30
Adult Lunch without Milk	\$2.65 \$2.80
Adult Milk Only	\$0.30

Breakfast Program (Effective July 1, 2015)

Student Breakfast	\$0.60
Reduced Price Breakfast	\$0.00
Adult Breakfast	\$1.10

Exhibit HANFORD ELEMENTARY SCHOOL DISTRICT

version: June 15, 2011 Hanford, California

revised: April 10, 2013

revised: March 17, 2014

revised: January 14, 2015

revised: April 13, 2016

revised: May 23, 2017

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Board of Trustees

FROM: Joy C. Gabler

DATE: 05/24/18

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 06/13/18

ITEM: Consider for approval the revised Board Policy and Administrative Regulation:

- BP & AR 1340 – Access to District Records

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

Updates reflect new law (AB 2843, 2016) which prohibits disclosure of employees' personal cell phone numbers and birth dates, and new law (AB 2853, 2016) which authorizes the district, in response to a public records request, to post public records on its website and refer the requesting member of the public to the location of the records on the web site. Revisions also clarify access to documents containing names, salaries, and pension benefits of district employees and to records pertaining to claims and litigation against the district.

FISCAL IMPACT: None

RECOMMENDATIONS: Approve

Hanford ESD

Board Policy

Access To District Records

BP 1340

Community Relations

~~The Board of Trustees recognizes the right of citizens to have access to public records of the district.~~ The Governing Board recognizes the right of citizens to have access to public records of the district. The Board intends the district to provide any person reasonable access to the public records of the schools and district during normal business hours and within the requirements of law. -Public access shall not be given to records listed as exempt from public disclosure in the California Public Records Act and other state or federal law.

(cf. 3553 - Free and Reduced Price Meals)

(cf. 3580 - District Records)

(cf. 4112.65/4212.65/4312.6—~~Personnel Files~~5 - Criminal Record Check)

(cf. 4112.626/4212.626/4312.62—~~Maintenance of Criminal Offender Records~~6 - Personnel Files)

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

(cf. 5020 - Parent Rights and Responsibilities)

(cf. 5125 - Student Records)

(cf. 5125.1 - Release of Directory Information)

(cf. 6162.5 - Student Assessment)

(cf. 9011 - Disclosure of Confidential/Privileged Information)

(cf. 9321 - Closed Session Purposes and Agendas)

In response to a public records request, the Superintendent or designee shall make reasonable efforts to locate the requested records, including, but not limited to, any electronic communication substantively related to the records, such as email, text messages, instant messages, and other electronic communications, regardless of whether they are transmitted through a district-provided device or account or through an employee's or Board member's personal device or account.

(cf. 4040 - Employee Use of Technology)

(cf. 9012 - Board Member Electronic Communications)

The district may charge for copies of public records or other materials requested by individuals or groups. The charge shall be based on actual costs of duplication, as determined by the Superintendent or designee and as specified in administrative regulation.

In order to help maintain the security of district records, members of the public granted access shall examine records in the presence of a district staff member.

Legal Reference:

EDUCATION CODE

35145 Public meetings
 35170 Authority to secure copyrights
 35250 Duty to keep certain records and reports
 41020 Requirement for annual audit
 42103 Publication of proposed budget; hearing
 44031 Personnel file contents and inspections
 44839 Medical certificates; periodic medical examination
 49060-49079 ~~Pupil~~Student records
 49091.10 Parental review of curriculum and instruction
~~52850—Applicability of article (School Based Program Coordination Plan availability)~~

GOVERNMENT CODE

3547 Proposals relating to representation
 6250-6270 California Public Records Act
 6275-6276.48 Other exemptions from disclosure
 53262 Employment contracts
 54957.2 Minute book record of closed sessions
 54957.5 Agendas and other writings distributed for discussion or consideration
 81008 Political Reform Act, public records; inspection and reproduction

CALIFORNIA CONSTITUTION

Article 1, Section 3 Right of access to governmental information

CODE OF REGULATIONS, TITLE 5

430-438 Individual ~~pupil~~student records

COURT DECISIONS

[City of San Jose v. Superior Court \(2017\) 2 Cal.5th 608](#)

[Los Angeles County Board of Supervisors v. Superior Court \(2016\) 2 Cal.5th 282](#)

International Federation of Professional and Technical Engineers v. The Superior Court of Alameda County, (2007) 42 Cal.4th 319

Los Angeles Times v. Alameda Corridor Transportation Authority, (2001) 88 Cal.App.4th 1381

Kleitman v. Superior Court, (1999) 74 Cal.App. 4th 324

Fairley v. Superior Court, (1998) 66 Cal.App. 4th 1414

North County Parents Organization for Children with Special Needs v. Department of Education, (1994) 23 Cal.App. 4th 144

ATTORNEY GENERAL OPINIONS

71 Ops.Cal.Atty.Gen. 235 (1988)

64 Ops.Cal.Atty.Gen. 186 (1981)

Management Resources:

[CSBA PUBLICATIONS](#)

[Legal Alert: Tips for Governing Boards in Response to Public Records Act Ruling on Electronic Communications, March 2017](#)

ATTORNEY GENERAL PUBLICATIONS

Summary of the California Public Records Act, 2004

LEAGUE OF CALIFORNIA CITIES PUBLICATIONS

The People's Business: -A Guide to the California Public Records Act, 2008

WEB SITES

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

California Attorney General's Office: <http://www.caag.stateoag.ca.usgov>

Institute for Local Government: <http://www.cacities.org/index.jsp?zone=ilsg>

State Bar of California: <http://www.calbar.ca.gov>

Policy HANFORD ELEMENTARY SCHOOL DISTRICT

adopted: May 16, 2001 Hanford, California

revised: April 9, 2014

revised: _____

Hanford ESD

Administrative Regulation

Access To District Records

AR 1340
Community Relations

Definitions

Public records include any writing containing information relating to the conduct of the district's business prepared, owned, used, or retained by the district regardless of physical form or characteristics. (Government Code 6252)

(cf. 3580 - District Records)
(cf. 9012 - Board Member Electronic Communications)

Writing means any handwriting, typewriting, printing, photostating, photographing, photocopying, transmitting by electronic mail or facsimile, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols or combinations thereof, and any record thereby created, regardless of the manner in which the record has been stored. (Government Code 6252)

Member of the public means any person, except a member, agent, officer, or employee of the district or a federal, state, or other local agency acting within the scope of his/her membership, agency, office, or employment. (Government Code 6252)

Public Records

Public records to which members of the public shall have access include, but are not limited to:

1. Proposed and approved district budgets and annual audits
(Education Code 41020, 42103)
(cf. 3100 - Budget)
(cf. 3460 - Financial Reports and Accountability)
2. Statistical compilations
3. Reports and memoranda
4. Notices and bulletins
5. Minutes of public meetings
(Education Code 35145)
(cf. 9324 - Minutes and Recordings)

6. Meeting agendas
(Government Code 54957.5)
(cf. 9322 - Agenda/Meeting Materials)
7. Official communications between the district and other government agencies
8. School-based program plans
(Education Code 52850)
(cf. 0420 - School Plans/Site Councils)
~~(cf. 0420.1 - School Based Program Coordination)~~
9. Information and data relevant to the evaluation and modification of district plans
(cf. 0440 - District Technology Plan)
(cf. ~~0520.2 - Title I Program Improvement Schools~~ 0460 - Local Control and Accountability Plan)
~~(cf. 0520.3 - Title I Program Improvement Districts)~~
10. Initial proposals of exclusive employee representatives and of the district
(Government Code 3547)
(cf. 4143.1/4243.1 - Public Notice - Personnel Negotiations)
- ~~11. Claims filed against the district and records pertaining to pending litigation (Government Code 6254.25; Fairley v. Superior Court; 71 Ops.Cal.Atty.Gen. 235 (1988))~~
11. Records pertaining to claims and litigation against the district which have been adjudicated or settled (Government Code 6254, 6254.25)
(cf. 3320 - Claims and Actions Against the District)
12. Statements of economic interests required by the Conflict of Interest Code ~~-(Government Code 81008)~~
(cf. 9270 - Conflict of Interest)
13. Documents containing names, salaries, and pension benefits of district employees
14. Employment contracts and settlement agreements
(Government Code 53262)
(cf. 2121 - Superintendent's Contract)
(cf. 4117.5/4217.5/4317.5 - Termination Agreements)
(cf. 4141/4241 - Collective Bargaining Agreement)
- ~~14~~15. Instructional materials including, but not limited to, textbooks
~~(64 Ops.Cal.Atty.Gen. 186 (1981))~~Education Code 49091.10)
(cf. 5020 - Parent Rights and Responsibilities)
(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

Access to public records of the district shall be granted to Governing Board of Trustees members shall have the ability on the same basis as any other member of the public. When Board members

are authorized to access public records permitted by law in the administration of their duties or open to inspection by members of the public., the Superintendent or designee shall not discriminate among any of the Board members as to which record, or portion of the record, will be made available, or when it will be made available. (Government Code 6252.5, 6252.7)

The Superintendent or designee shall ensure that any public record containingWhen disclosing to a member of the public any record that contains personal information ~~is redacted to ensure that such information~~, including, but not limited to, an employee's home address ~~or social security number, is not disclosed to the public., home telephone number, social security number, personal cell phone number, or birth date, the Superintendent or designee shall ensure that such personal information is redacted from that record. (Government Code 6254.29, 6254.3)~~

Confidential Public Records

Records to which the members of the public shall not have access include, but are not limited to:

1. Preliminary drafts, notes, interagency or intradistrict memoranda ~~which~~that are not retained by the district in the ordinary course of business, provided that the public interest in withholding these records clearly outweighs the public interest in disclosure
(Government Code 6254)
(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)
(cf. 9011 - Disclosure of Confidential/Privileged Information)
2. Records specifically generated in connection with or prepared for use in litigation to which the district is a party or to respond to claims made against the district pursuant to the Tort Claims Act, until the litigation or claim has been finally adjudicated or otherwise settled, or beyond, if the records are protected by some other provision of law
(Government Code 6254, 6254.25; ~~Fairley v. Superior Court; 71 Ops.Cal.Atty.Gen. 235- (1988)))~~
3. Personnel records, medical ~~records, student~~ records, or similar materials, the disclosure of which would constitute an unwarranted invasion of personal privacy
(Government Code 6254)
(cf. 4112.5/4212.5/4312.5) - Criminal Record Check)
(cf. 4112.6/4212.6/4312.6 - Personnel Files)
~~(cf. 4112.62/4212.62/4312.62 - Maintenance of Criminal Offender Records)~~
~~(cf. 5125 - Student Records)~~
~~(cf. 5125.1 - Release of Directory Information)~~

~~_____~~The home addresses ~~and,~~ home telephone numbers, personal cell phone numbers, or birth date of employees may only be disclosed as follows: (Government Code 6254.3)

- a. To an agent or a family member of the employee
- b. To an officer or employee of a state agency or another school district or county office of

education when necessary for the performance of official duties

- c. To an employee organization pursuant to regulations and decisions of the Public Employment Relations Board, ~~unless the~~except that the home address and any telephone number for an employee who performs law enforcement-related functions, ~~or requests in writing that the information~~the birth date of any employee, shall not be disclosed

Upon written request of any employee, the district shall not disclose the employee's home address, home telephone number, personal cell phone number, or birth date, and the district shall remove this information from any mailing list of the district except a list used exclusively to contact the employee.

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

- d. To an agent or employee of a health benefit plan providing health services or administering claims for health services to district employees and their enrolled dependents, for the purpose of providing the health services or administering claims for employees and their enrolled dependents
(cf. 4154/4254/4354 - Health and Welfare Benefits)

- ~~44.~~ Student records, except directory information and other records to the extent permitted under the law, when disclosure is authorized by law

(cf. 5125 - Student Records)

(cf. 5125.1 - Release of Directory Information)

(cf. 5125.3 - Challenging Student Records)

- ~~5.~~ Test questions, scoring keys, and other examination data except as provided by law
(Government Code 6254)

(cf. 6162.51 - State Academic Achievement Tests)

~~(cf. 6162.52 - High School Exit Examination)~~

- ~~6.~~ Without affecting the law of eminent domain, the contents of real estate appraisals or engineering or feasibility estimates and evaluations made for or by the district relative to the acquisition of property, or to prospective public supply and construction contracts, until all of the property has been acquired or all of the contract agreement obtained
(Government Code 6254)

- ~~67.~~ Information required from any taxpayer in connection with the collection of local taxes that is received in confidence and the disclosure of the information to other persons would result in unfair competitive disadvantage to the person supplying the information
(Government Code 6254)

- ~~78.~~ Library circulation and patron use records of a borrower or patron including, but not limited to, his/her name, address, telephone number, email address, borrowing information, or use of library information resources, except when disclosure is to a person acting within the scope of his/her duties in the administration of the library, to a person authorized in writing by the individual to whom the records pertain, or by court

order

(Government Code 6254, 6267)
(cf. 6163.1 - Library Media Centers)

9. Records for which the disclosure is exempted or prohibited pursuant to state or federal law, including, but not limited to, provisions of the Evidence Code relating to privilege (Government Code 6254)
(cf. 9124 - Attorney)
910. Documents prepared by or for the district to assess its vulnerability to terrorist attack or other criminal acts intended to disrupt district operations and that are for distribution or consideration in closed session
(Government Code 6254)
(cf. 0450 - Comprehensive Safety Plan)
- ~~4~~11. Recall petitions, petitions for special elections to fill Board vacancies, or petitions for the reorganization of the school district
(Government Code 6253.5)
(cf. 9223 - Filling Vacancies)
- ~~4~~12. Minutes of Board meetings held in closed session
(Government Code 54957.2)
(cf. 9321 - Closed Session Purposes and Agendas)
- ~~4~~213. Computer software developed by the district
(Government Code 6254.9)
- ~~4~~314. Information security records, the disclosure of which would reveal vulnerabilities to, or otherwise increase potential for an attack on, the district's information technology system
(Government Code 6254.19)
- ~~4~~415. Records that contain individually identifiable health information, including records that may be exempt pursuant to physician-patient privilege, the Confidentiality of Medical Information Act, and the Health Insurance Portability and Accountability Act
(Government Code 6254, 6255)
(cf. 5141.6 - School Health Services)
- ~~4~~516. Any other records listed as exempt from public disclosure in the California Public Records Act or other statutes
17. Any other records for which the district can demonstrate that, based on the particular facts of the case, the public interest served by not disclosing the record clearly outweighs the public interest served by disclosure of the record
(Government Code 6255)

Inspection of Records and Requests for Copies

Any person may request a copy or inspection of any district record that is open to the public and not exempt from disclosure. (Government Code 6253)

Within 10 days of receiving any request to inspect or copy a district record, the Superintendent or designee shall determine whether the request seeks release of a disclosable public record in the district's possession. ~~The Superintendent or designee shall promptly inform the person making the request of his/her determination and the reasons for the decision.~~ (Government Code 6253)

In unusual circumstances, the Superintendent or designee may extend the 10-day limit for up to 14 days by providing written notice to the requester and setting forth the reasons for the extension and the date on which a determination is expected to be made. ~~Unusual~~ circumstances include the following, but only to the extent reasonably necessary to properly process the request: (Government Code 6253)

1. The need to search for and collect the requested records from field facilities or other establishments that are separate from the office processing the request
2. The need to search for, collect, and appropriately examine a voluminous amount of separate and distinct records which are demanded in a single request
3. The need for consultation, which shall be conducted with all practicable speed, with another agency (e.g., a state agency or city) having a substantial interest in the determination of the request or among two or more components of the district (e.g., two different school sites) with substantial interest in the request
4. In the case of electronic records, the need to compile data, write programming language or a computer program, or construct a computer report to extract data

If the Superintendent or designee determines that the request seeks disclosable public records, the determination shall state the estimated date and time when the records will be made available. (Government Code 6253)

Public records shall be open to inspection at all times during district office hours. ~~Any~~ reasonably segregable portion of a record shall be made available for inspection by any person requesting the record after deletion of the portions that are exempted by law. (Government Code 6253)

Upon request for a copy that reasonably describes an identifiable record, an exact copy shall be promptly provided unless it is impracticable to do so. (Government Code 6253)

The Superintendent or designee shall charge an amount for copies that reflects the direct costs of duplication. ~~Written requests to waive the fee shall be submitted to the Superintendent or designee.~~

In addition to maintaining public records for public inspection during district office hours, the district may comply with public records requests by posting any public record on the district's web site and, in response to a public records request, directing the member of the public to the location on the web site where the record can be found. However, if the member of the public is unable to access or reproduce the record from the web site, the district shall promptly provide an exact copy of the public record upon payment of duplication fees, if applicable, unless it is impracticable to provide an exact copy. (Government Code 6253)

If any person requests that a public record be provided in an electronic format, the district shall make that record available in any electronic format in which it holds the information. -The district shall provide a copy of the electronic record in the format requested as long as the requested format is one that has been used by the district to create copies for its own use or for use by other agencies. (Government Code 6253.9)

The cost of duplicating an electronic record shall be limited to the direct cost of producing a copy of the record in electronic format. However, the requester shall bear the cost of producing the copy of the electronic record, including the cost to construct the record and the cost of programming and computer services necessary to produce the copy, under the following circumstances: (Government Code 6253.9)

1. The electronic record is one that is produced only at otherwise regularly scheduled intervals.
2. The request would require data compilation, extraction, or programming to produce the record.

Assistance in Identifying Requested Records

If the Superintendent or designee denies a request for disclosable records, he/she shall assist the requester in making a focused and effective request that reasonably describes an identifiable record. -To the extent reasonable under the circumstances, the Superintendent or designee shall do all of the following: (Government Code 6253.1)

1. Assist in identifying records and information responsive to the request or the purpose of the request, if specified. If, after making a reasonable effort to elicit additional clarifying information from the requester to help identify the record, the Superintendent or designee is still unable to identify the information, this requirement shall be deemed satisfied.
2. Describe the information technology and physical location in which the records exist
3. Provide suggestions for overcoming any practical basis for denying access to the records or information sought

Provisions of the Public Records Act shall not be construed so as to delay ~~access for purposes or obstruct the inspection or copying~~ of ~~inspecting public~~ records ~~open to the public~~. Any notification denying a request for public records shall state the name and title of each person

responsible for the denial. (Government Code 6253)

Regulation	HANFORD ELEMENTARY SCHOOL DISTRICT
approved:	May 16, 2001 Hanford, California
revised:	April 27, 2005
revised:	April 9, 2014
revised:	_____

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Board of Trustees

FROM: Joy C. Gabler

DATE: 05/24/18

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 06/13/18

ITEM: Consider for approval the revised Board Policy and Exhibit:

- BP & E 5145.6 – Parental Notifications

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

Updates to the Board Policy reflect federal law applicable to districts participating in certain federal programs which requires that parental notifications be presented in an understandable and uniform format and, to the extent practicable, in a language that parents/guardians can understand. Policy also revised to reflect state law requiring that parental notifications be written in the primary language, in addition to English, whenever 15 percent or more of the students enrolled in a school speak a single primary language other than English.

Updates to the Exhibit reflect notices required by new law, including notices related to students' right to a free public education regardless of immigration status or religious beliefs (AB 699), the employee code of conduct related to employee interactions with students (AB 500), the district's meal payment policy (USDA Memorandum SP-23-2017), a student's identification as a long-term English learner (AB 81), a negative balance in a student's meal account (SB 250), educational rights of children of military families (AB 365), and any excessive level of lead found in drinking water (AB 746).

FISCAL IMPACT: None

RECOMMENDATIONS: Approve

Hanford ESD

Board Policy

Parental Notifications

BP 5145.6

Students

The Governing Board ~~of Trustees recognizes that notifications are essential to~~ desires to promote effective communication between the school and the home, and to keep parents/guardians informed regarding educational programs, school operations, and the legal rights of students and their parents/guardians. The Superintendent or designee shall send ~~students and~~ parents/guardians and students all notifications required by law, ~~including notifications about their legal rights,~~ and any other notifications he/she believes will promote parental understanding and involvement.

(cf. 5020 - Parent Rights and Responsibilities)

(cf. 5022 - Student and Family Privacy Rights)

(cf. 6020 - Parent Involvement)

~~The notice required pursuant to~~ Notice of the rights and responsibilities of parents/guardians as specified in Education Code 48980 shall be sent at the beginning of each academic year and may be provided ~~either~~ by regular mail, in electronic form when so requested by the parent/guardian, or by any other method normally used ~~to communicate by the district for written communication~~ with parents/guardians ~~in writing.~~ (Education Code 48981, ~~48982~~)

~~If any~~ No activity specified in Education ~~code~~ Code 48980 ~~will be undertaken by any school during the forthcoming school term, the notice shall state that fact and the approximate date on which any such activity will occur. No such activity~~ shall be undertaken with respect to any particular student unless his/her parent/guardian has been informed of such action through the annual notification or other separate special notification. Such notice shall state the activity that will be undertaken and the approximate date on which the activity will occur. (Education Code 48983-48984)

The annual notification shall include a request that the parent/guardian sign the notice and return it to the school or, if the notice is provided in electronic format, that the parent/guardian ~~submit~~ submit a signed acknowledgment of receipt of the notice to the school. ~~The~~ parent/guardian's signature is an ~~acknowledgement~~ acknowledgment of receipt of the information but does not indicate that consent to participate in any particular program has been given or withheld. (Education Code 48982)

Whenever a student enrolls in a district school during the school year, his/her parents/guardians shall be ~~written both in English and in the family's primary language when so given~~ all required ~~by law.~~ parental notifications at that time.

Notifications shall be presented in an understandable and uniform format and, to the extent practicable, in a language that parents/guardians can understand.

Whenever 15 percent or more of the students enrolled in a district school speak a single primary language other than English, as determined from the California Department of Education census data collected pursuant to Education Code 52164, all notices sent to the parent/guardian of any such student shall, in addition to being written in English, be written in the primary language, and may be responded to either in English or the primary language. (Education Code 48981, 48985; 20 USC 6311, 6312)—)

Whenever an employee learns that a student's parent/guardian is, ~~for any reason,~~ unable to understand the district's printed notifications; for any reason, he/she shall inform the principal or designee, who shall work with the parent/guardian to establish other appropriate means of communication.

Legal Reference:

EDUCATION CODE

221.5 Prohibited sex discrimination

231.5 Sexual harassment policy

234.7 Student protections relating to immigration and citizenship status

262.3 Appeals for discrimination complaints; information regarding availability of civil remedies

~~310-311 Structured English immersion program, parental exception waivers~~

310 Language acquisition programs

313 Reclassification of English learners, parental consultation

313.2 Long-term English learner, notification

440 English language proficiency assessment; instruction in English language development

8483 Before/after school program; enrollment priorities

17288 Building standards for university campuses

17611.5-17612 Notification of pesticide use

32221.5 Insurance for athletic team members

32255-32255.6 Right to refuse harmful or destructive use of animals

32390 Fingerprint program; contracts; funding; consent of parent/guardian

33479.3 The Eric Paredes Sudden Cardiac Arrest Prevention Act

35160.5 Extracurricular and cocurricular activities

35178.4 Notice of accreditation status

35182.5 Advertising in the classroom

35183 School dress codes; uniforms

35186 Complaints concerning deficiencies in instructional materials and facilities

35211 Driver training; district insurance, parent/guardian liability

35256 School Accountability Report Card

35258 School Accountability Report Card

35291 Rules for student discipline

37616 Consultation regarding year-round schedule

39831.5 School bus rider rules and information
44050 Employee codes of conduct, employee interactions with students
 44808.5 Permission to leave school grounds
 46010.1 Notice regarding excuse to obtain confidential medical services
 46014 Regulations regarding absences for religious purposes
 46600-46611 Interdistrict attendance agreements
 48000 Minimum age of admission
 48070.5 Promotion or retention of students
 48204 Residency requirements
 48205 Absence for personal reasons
 48206.3 Students with temporary disabilities; individual instruction; definitions
 48207-48208 Students with temporary disabilities in hospitals
 48213 Prior notice of exclusion from attendance
 48216 Immunization
 48260.5 Notice regarding truancy
 48262 Need for parent conference regarding truancy
 48263 Referral to school attendance review board or probation department
48301 Interdistrict transfers
48350-48361 Open Enrollment Act
 48354 Option to transfer from school identified under Open Enrollment Act
 48357 Status of application for transfer from school identified under Open Enrollment Act
48412 Certificate of proficiency
48432.3 Voluntary enrollment in continuation education
 48432.5 Involuntary transfers of students
48850-48859 Education of foster youth and homeless students
 48900.1 Parental attendance required after suspension
 48904 Liability of parent/guardian for willful student misconduct
 48904.3 Withholding grades, diplomas, or transcripts
 48906 Notification of release of student to peace officer
 48911 Notification in case of suspension
 48911.1 Assignment to supervised suspension classroom
 48912 Closed sessions; consideration of suspension
 48915.1 Expelled students; enrollment in another district
 48916 Readmission procedures
 48918 Rules governing expulsion procedures
48929 Transfer of student convicted of violent felony or misdemeanor
 48980 Required notification at beginning of term
 48980.3 Notification of pesticide use
 48981 Time and means of notification
 48982 Parent signature acknowledging receipt of notice
 48983 Contents of notice
 48984 Activities prohibited unless notice given
 48985 Notices to parents in language other than English
 48987 Child abuse information
 49013 Use of uniform complaint procedures for complaints regarding student fees
 49063 Notification of parental rights

49067 Student evaluation; student in danger of failing course
 49068 Transfer of permanent enrollment and scholarship record
 49069 Absolute right to access
49070 Challenging content of student record
 49073 Release of directory information
49073.6 Student records, social media
 49076 Access to student records
 49077 Access to information concerning a student in compliance with court order
 49403 Cooperation in control of communicable disease and immunization
 49423 Administration of prescribed medication for student
 49451 Physical examinations; parent's refusal to consent
 49452.5 Screening for scoliosis
 49452.7 Information on type 2 diabetes
 49452.8 Oral health assessment
 49456 Results of vision or hearing test
49471-49472 Insurance
 49475 Student athletes; concussions and head injuries
 49480 Continuing medication regimen for nonepisodic conditions
 49510-49520 Duffy-Moscone Family Nutrition Education and Services Act of 1970
49557.5 Child Hunger Prevention and Fair Treatment Act of 2017; notice of negative balance in meal account
51225.1 Exemption from district graduation requirements
51225.2 Course credits; foster youth, homeless youth, former juvenile court school students and military-connected students
 51225.3 Graduation requirements; courses that satisfy college entrance criteria
 51229 Course of study for grades 7-12
 51513 Personal beliefs; privacy
 51938 HIV/AIDS and sexual health instruction
52164 Language census
 52164.1 Census-taking methods; determination of primary language; assessment of language skills
 52164.3 Reassessment of English learners; notification of results
 54444.2 Migrant education programs; parent involvement
 56301 Child-find system; policies regarding written notification rights
 56321 Special education: proposed assessment plan
 56321.5-56321.6 Notice of parent rights pertaining to special education
 56329 Written notice of right to findings; independent assessment
 56341.1 Development of individualized education program; right to audio record meeting
 56341.5 Individualized education program team meetings
 56343.5 Individualized education program meetings
56521.1 Behavioral intervention
 58501 Alternative schools; notice required prior to establishment
60615 Exemption from state assessment
 60641 California Assessment of Student Performance and Progress
~~60850 High School Exit Examination~~
~~60852.4 High School Exit Examination; waiver for student with disabilities~~

69432.9 Submission of grade point average to Cal Grant program

CIVIL CODE

1798.29 District records, breach of security

HEALTH AND SAFETY CODE

1596.857 Right to enter child care facility

104420 Tobacco use prevention

104855 Availability of topical fluoride treatment

116277 Lead testing of school drinking water

120365-120375 Immunizations

120440 Sharing immunization information

124100-124105 Health screening and immunizations

PENAL CODE

626.81 Notice of permission granted to sex offender to volunteer on campus

627.5 Hearing request following denial or revocation of registration

CODE OF REGULATIONS, TITLE 5

852 Exemptions from state assessments

863 Reports of state assessment results

3052 Behavioral intervention

4622 Notification of uniform complaint procedures

4631 Uniform complaint procedures; notification of decision and right to appeal

4702 Student transfer from school identified under Open Enrollment Act

4917 Notification of sexual harassment policy

11303 Reclassification of English learners

~~11309 Parental exception waivers~~

11511.5 English language proficiency assessment; test results

11523 Notice of proficiency examinations

18066 Child care policies regarding excused and unexcused absences

18094-18095 Notice of Action; child care services

18114 Notice of delinquent fees; child care services

18118-18119 Notice of Action; child care services

CODE OF REGULATIONS, TITLE 17

2951 Hearing tests

6040 Time period to obtain needed immunizations

UNITED STATES CODE, TITLE 20

1232g Family Educational and Privacy Rights Act

1232h Privacy rights

1415 Procedural safeguards

6311 State ~~plans~~plan

6312 Local ~~education~~educational agency plans

~~6316 Academic assessment and local education agency school improvement~~

6318 ~~Parental involvement~~Parent and family engagement

~~7012 Instruction in English language development~~

7908 Armed forces recruiter access to students

UNITED STATES CODE, TITLE 42

1758 Child nutrition programs

11431-11435 McKinney-Vento Homeless Assistance Act

CODE OF FEDERAL REGULATIONS, TITLE 7

245.5 Eligibility criteria for free and reduced-price meals

245.6a Verification of eligibility for free and reduced-price meals

CODE OF FEDERAL REGULATIONS, TITLE 34

99.7 Student records, annual notification

99.30 Disclosure of personally identifiable information

99.34 Student records, disclosure to other educational agencies

99.37 Disclosure of directory information

104.32 District responsibility to provide free appropriate public education

104.36 Procedural safeguards

104.8 Nondiscrimination

106.9 Dissemination of policy, nondiscrimination on basis of sex

200.~~61~~⁴⁸ Teacher qualifications

300.300 Parent consent for special education evaluation

300.322 Parent participation in IEP team meetings

300.502 Independent educational evaluation of student with disability

300.503 Prior written notice regarding identification, evaluation, or placement of student with disability

300.504 Procedural safeguards notice for students with disabilities

300.508 Due process complaint

300.530 Discipline procedures

CODE OF FEDERAL REGULATIONS, TITLE 40

763.84 Asbestos inspections, response actions and post-response actions

763.93 Asbestos management plans

Policy HANFORD ELEMENTARY SCHOOL DISTRICT

adopted: May 16, 2001 Hanford, California

revised: June 16, 2005

revised: September 5, 2007

revised: January 14, 2015

revised: _____

Hanford ESD

Exhibit

Parental Notifications

E 5145.6

Students

Cautionary Notice: Government Code 17581.5 ~~relieves~~releases districts from the obligation to perform specified mandated activities when the Budget Act does not provide reimbursement during that fiscal year. The Budget Act of ~~2016 (SB 826)~~2017 (AB 97), Ch.~~23~~14, Statutes of ~~2016~~2017) extends the suspension of these requirements through the ~~2016-17~~2017-18 fiscal year. As a result, certain provisions of the following Exhibit related to scoliosis screening and bus safety instruction may be suspended.

I. Annually

When to Notify: Beginning of each school year

Education or Other Legal Code: Education Code 234.7

Board Policy/Administrative Regulation #: See BP 0410

Subject: Right to a free public year 234.7 education regardless of immigration status or religious beliefs

When to Notify: Beginning of each school year

Education or Other Legal Code: Education Code 310

Board Policy/Administrative Regulation #: See BP ~~6174~~6142.2, See AR ~~6142.2~~6174

Subject: Information on the district's language acquisition program

When to Notify: Beginning of each school year

Education or Other Legal Code: Education Code 17611.5, 17612, 48980.3

Board Policy/Administrative Regulation #: See AR 3514.2

Subject: Use of pesticide product, active ingredients, Internet address to access information, and, if district uses certain pesticides, integrated pest management plan

When to Notify: Annually by February 1

Education or Other Legal Code: Education Code 35256, 35258

Board Policy/Administrative Regulation #: See BP 0510

Subject: School Accountability Report Card provided

When to Notify: Beginning of each school year

Education or Other Legal Code: Education Code 35291, 48980

Board Policy/Administrative Regulation #: See AR 5144, See AR 5144.1

Subject: District and site discipline rules

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 44050
Board Policy/Administrative Regulation #: See BP 4119.21, See BP 4219.21, See BP 4319.21
Subject: Code of conduct addressing employee interactions with students

When to Notify: Beginning of each school year
 Education or Other Legal Code: Education Code 46010.1
 Board Policy/Administrative Regulation #: See AR 5113
 Subject: Absence for confidential medical services

When to Notify: Beginning of each school year, if district has adopted policy on involuntary transfer of students convicted of certain crimes when victim is enrolled at same school
 Education or Other Legal Code: Education Code 48929, 48980
 Board Policy/Administrative Regulation #: See BP 5116.2
 Subject: District policy authorizing transfer

When to Notify: Beginning of each school year
 Education or Other Legal Code: Education Code 48980
 Board Policy/Administrative Regulation #: See BP 6111
 Subject: Schedule of minimum days and student-free staff development days

When to Notify: Beginning of each school year
 Education or Other Legal Code: Education Code 48980, 231.5; 5 CCR 4917
 Board Policy/Administrative Regulation #: See AR 5145.7
 Subject: Copy of sexual harassment policy as related to students

When to Notify: Beginning of each school year
 Education or Other Legal Code: Education Code 48980, 32255-32255.6
 Board Policy/Administrative Regulation #: See AR 5145.8
 Subject: Right to refrain from harmful or destructive use of animals

When to Notify: Beginning of each school year
 Education or Other Legal Code: Education Code 48980, 35160.5, 46600-46611, 48204, 48301, 48350-48361
 Board Policy/Administrative Regulation #: See BP 5111.1, See AR 5116.1, See AR 5117
 Subject: All statutory attendance options, available local attendance options, options for meeting residency, form for changing attendance, appeals process

When to Notify: Beginning of each school year, if Board allows such absence
 Education or Other Legal Code: Education Code 48980, 46014
 Board Policy/Administrative Regulation #: See AR 5113
 Subject: Absence for religious exercise or purposes

When to Notify: Beginning of each school year
 Education or Other Legal Code: Education Code 48980, 48205
 Board Policy/Administrative Regulation #: See AR 5113, See BP 6154

Subject: Excused absences; grade/credit cannot be reduced due to excused absence if work or test has been completed; full text of Education Code 48205

When to Notify: Beginning of each school year

Education or Other Legal Code: Education Code 48980, 48206.3, 48207, 48208

Board Policy/Administrative Regulation #: See AR 6183

Subject: Availability of home/hospital instruction for students with temporary disabilities

When to Notify: Beginning of each school year

Education or Other Legal Code: Education Code 48980, 49403

Board Policy/Administrative Regulation #: See BP 5141.31

Subject: School immunization program

When to Notify: Beginning of each school year

Education or Other Legal Code: Education Code 48980, 49423, 49480

Board Policy/Administrative Regulation #: See AR 5141.21

Subject: Administration of prescribed medication

When to Notify: Beginning of each school year

Education or Other Legal Code: Education Code 48980, 49451; 20 USC 1232h

Board Policy/Administrative Regulation #: See AR 5141.3

Subject: Right to refuse consent to physical examination

When to Notify: Beginning of each school year

Education or Other Legal Code: Education Code 48980, 49471, 49472

Board Policy/Administrative Regulation #: See BP 5143

Subject: Availability of insurance

When to Notify: Annually

Education or Other Legal Code: 49013; 5 CCR 4622

Board Policy/Administrative Regulation #: See AR 1312.3

Subject: Uniform complaint procedures, available appeals, civil law remedies

When to Notify: Beginning of each school year

Education or Other Legal Code: Education Code 49063

Board Policy/Administrative Regulation #: See AR 5125, See AR 5125.3

Subject: Challenge, review and expunging of records

When to Notify: Beginning of each school year

Education or Other Legal Code: Education Code 49063, 49069; 20 USC 1232g; 34 CFR 99.7

Board Policy/Administrative Regulation #: See AR 5125

Subject: Student records: inspect and review, access, types, location, persons responsible, location of log, access criteria, cost of copies, amendment requests, criteria to determine legitimate educational interest, course prospectus availability

When to Notify: Beginning of each school year

Education or Other Legal Code: Education Code 49063, 49073; 20 USC 1232g; 34 CFR 99.37
 Board Policy/Administrative Regulation #: See AR 5125.1
 Subject: Release of directory information

When to Notify: Beginning of each school year
 Education or Other Legal Code: Education Code 49520, 48980; 42 USC 1758; 7 CFR 245.5
 Board Policy/Administrative Regulation #: See AR 3553
 Subject: ~~Free~~Eligibility and application process for free and reduced price meals

When to Notify: Beginning of each school year
 Education or Other Legal Code: Education Code 51513, 20 USC 1232h
 Board Policy/Administrative Regulation #: See AR 5022, See BP 6162.8
 Subject: Notice of privacy policy and dates of activities re: survey, health examination, or collection of personal information for marketing; process to opt out of such activities; inspection rights and procedures

When to Notify: Beginning of each school year
 Education or Other Legal Code: Education Code 56301
 Board Policy/Administrative Regulation #: See BP 6164.4
 Subject: Parental rights re: special education identification, referral, assessment, instructional planning, implementation and review, and procedures for initiating a referral for assessment

When to Notify: Beginning of each school year
 Education or Other Legal Code: Education Code 58501, 48980
 Board Policy/Administrative Regulation #: See AR 6181
 Subject: Alternative schools

When to Notify: Beginning of each school year
 Education or Other Legal Code: Health and Safety Code 104855
 Board Policy/Administrative Regulation #: See AR 5141.6
 Subject: Availability of dental fluoride treatment; opportunity to accept or deny treatment

When/Whom to Notify: Annually
 Education or Other Legal Code: 5 CCR 852; Education Code 60615
 Board Policy/Administrative Regulation #: See AR 6162.51
 Subject: Student's participation in state assessments; option to request exemption from testing

When to Notify: Beginning of each school year, if district receives Title I funds
 Education or Other Legal Code: 20 USC 6312; 34 CFR 200.~~6148~~
 Board Policy/Administrative Regulation #: See BP 4112.2, See AR 4222
 Subject: Right to request information re: professional qualifications of child's teacher and paraprofessional

When to Notify: Beginning of each school year
 Education or Other Legal Code: 34 CFR 104.8, 106.9
 Board Policy/Administrative Regulation #: See BP 0410, See BP 6178

Subject: Nondiscrimination

When to Notify: Beginning of each school year to parent, teacher, and employee organizations or, in their absence, individuals

Education or Other Legal Code: 40 CFR 763.84, 40 CFR 763.93

Board Policy/Administrative Regulation #: See AR 3514

Subject: Availability of asbestos management plan; any inspections, response actions or post-response actions planned or in progress

When to Notify: Beginning of each school year

Education or Other Legal Code: USDA SP-23-2017

Board Policy/Administrative Regulation #: See AR 3551

Subject: District policy on meal payments

II. At Specific Times During the Student's Academic Career

When to Notify: Beginning in grade 7, at least once prior to course selection and career counseling

Education or Other Legal Code: Education Code 221.5; 48980

Board Policy/Administrative Regulation #: See BP 6164.2

Subject: Course selection and career counseling

When to Notify: Upon a student's enrollment

Education or Other Legal Code: Education Code 310

Board Policy/Administrative Regulation #: See BP ~~6174~~6142.2, See AR ~~6142.2~~6174

Subject: Information on the district's language acquisition programs

When to Notify: When child first enrolls in a public school, if the school offers a fingerprinting program

Education or Other Legal Code: Education Code 32390, 48980

Board Policy/Administrative Regulation #: See AR 5142.1

Subject: Fingerprinting program

When/Whom to Notify: When participating in driver training courses under the jurisdiction of the district

Education or Other Legal Code: Education Code 35211

Board Policy/Administrative Regulation #: None

Subject: Civil liability, insurance coverage

When to Notify: Upon registration in K-6, if students have not previously been transported

Education or Other Legal Code: Education Code 39831.5

Board Policy/Administrative Regulation #: See AR 3543

Subject: School bus safety rules and information, list of stops, rules of conduct, red light crossing instructions, bus danger zones, walking to and from stops

When to Notify: Beginning of each school year for high school students, if high school is open

campus

Education or Other Legal Code: Education Code 44808.5, 48980

Board Policy/Administrative Regulation #: See AR 5112.5

Subject: Open campus

When to Notify: Beginning of each school year in grades 9-12, if district allows career technical education (CTE) course to satisfy graduation requirement

Education or Other Legal Code: Education Code 48980, 51225.3

Board Policy/Administrative Regulation #: See AR 6146.1

Subject: How each school graduation requirement does or does not satisfy college entrance a-g course criteria; districts CTE courses that satisfy a-g course criteria

When to Notify: Upon a student's enrollment

Education or Other Legal Code: Education Code 49063

Board Policy/Administrative Regulation #: See AR 5125, See AR 5125.3

Subject: Specified rights related to student records

When to Notify: When students enter grade 7

Education or Other Legal Code: Education Code 49452.7

Board Policy/Administrative Regulation #: See AR 5141.3

Subject: Specified information on type 2 diabetes

When to Notify: When in kindergarten, or first grade if not previously enrolled in public school

Education or Other Legal Code: Education Code 49452.8

Board Policy/Administrative Regulation #: See AR 5141.32

Subject: Requirement for oral health assessment, explanation of law, importance of oral health, agency contact, privacy rights

When to Notify: Beginning of each school year for students in grades 9-12

Education or Other Legal Code: Education Code 51229, 48980

Board Policy/Administrative Regulation #: See AR 6143

Subject: College admission requirements, UC and CSU web sites that list certified courses, description of CTE, CDE Internet address, how students may meet with counselors

When to Notify: Beginning of each school year for students in grades 7-12, or at time of enrollment if after beginning of year

Education or Other Legal Code: Education Code 51938, 48980

Board Policy/Administrative Regulation #: See AR 6142.1

Subject: Sexual health and HIV prevention education; right to view A/V materials, whether taught by district staff or outside consultants, right to request specific Education Code sections, right to excuse

When to Notify: Within 20 working days of receiving results of standardized achievement tests or, if results not available in school year, within 20 working days of start of next school year

Education or Other Legal Code: Education Code 60641; 5 CCR 863

Board Policy/Administrative Regulation #: See AR 6162.51

Subject: Results of tests; test purpose, individual score and intended use

When/Whom to Notify: By October 15 for students in grade 12

Education or Other Legal Code: Education Code 69432.9

Board Policy/Administrative Regulation #: See AR 5121, See AR 5125

Subject: Forwarding of student's grade point average to Cal Grant program; timeline to opt out

When to Notify: When child is enrolled in kindergarten

Education or Other Legal Code: Health and Safety Code 124100, 124105

Board Policy/Administrative Regulation #: See AR 5141.32

Subject: Health screening examination

When to Notify: To students in grades 11-12, early enough to enable registration for fall test

Education or Other Legal Code: 5 CCR 11523

Board Policy/Administrative Regulation #: See AR 6146.2

Subject: Notice of proficiency examination provided under Education Code 48412

When to Notify: To secondary students, if district receives Title I funds

Education or Other Legal Code: 20 USC 7908

Board Policy/Administrative Regulation #: See AR 5125.1

Subject: Request that district not release name, address, phone number of child to military recruiters without prior written consent

III. When Special Circumstances Occur

When to Notify: In the event of a breach of security of district records, security of district records,

Education or Other Legal Code: Civil Code 1798.29

Board Policy/Administrative Regulation #: See BP 3580

Subject: Types of records affected, date of breach, description of incident, contact information for credit reporting agencies

When to Notify: Upon receipt of a complaint alleging discrimination

Education or Other Legal Code: Education Code 262.3

Board Policy/Administrative Regulation #: See AR 1312.3

Subject: Civil law remedies available to complainants

When to Notify: When determining whether an English learner should be reclassified as fluent English proficient

Education or Other Legal Code: Education Code 313; 5 CCR 11303

Board Policy/Administrative Regulation #: See AR 6174

Subject: Description of reclassification process, opportunity for parent/guardian to participate

When to Notify: When Student is identified as English learner and district receives Titles I or Title III funds for English learner programs, not later than 30 days after beginning of school year or within two weeks of placement if identified during school year

Education or Other Legal Code: Education Code [313.2](#), 440; 20 USC 6312

Board Policy/Administrative Regulation #: See AR 6174

Subject: Reason for classification, level of English proficiency, [identification as long-term English learner](#), description of program(s), option to decline program or choose alternate, option to remove student from program at any time, exit requirements of program

When to Notify: When homeless or foster youth applies for enrollment in before/after school program

Education or Other Legal Code: Education Code 8483

Board Policy/Administrative Regulation #: See AR 5178.2

Subject: Right to priority enrollment how to request priority enrollment

When to Notify: Before high school student attends specialized secondary program on a university campus

Education or Other Legal Code: Education Code 17288

Board Policy/Administrative Regulation #: None

Subject: University campus buildings may not meet Education Code requirements for structural safety

When to Notify: At least 72 hours before use of pesticide product not included in annual list

Education or Other Legal Code: Education Code 17612

Board Policy/Administrative Regulation #: See AR 3514.2

Subject: Intended use of pesticide product

When to Notify: To members of athletic teams

Education or Other Legal Code: Education Code 32221.5

Board Policy/Administrative Regulation #: See AR 5143

Subject: Offer of insurance; no-cost and low-cost program options

When to Notify: Annually to parents/guardians of student athletes before participation in competition

Education or Other Legal Code: Education Code 33479.3

Board Policy/Administrative Regulation #: See AR 6145.2

Subject: Information on sudden cardiac arrest

When to Notify: If school has lost its WASC accreditation status

Education or Other Legal Code: Education Code 35178.4

Board Policy/Administrative Regulation #: See BP 6190

Subject: Loss of status, potential consequences

When/Whom to Notify: When district has contracted for electronic products or services that disseminate advertising

Education or Other Legal Code: Education Code 35182.5

Board Policy/Administrative Regulation #: BP 3312

Subject: Advertising will be used in the classroom or learning center

When to Notify: At least six months before implementing a schoolwide uniform policy
 Education or Other Legal Code: Education Code 35183
 Board Policy/Administrative Regulation #: See AR 5132
 Subject: Dress code policy requiring schoolwide uniform

When to Notify: Before implementing a year-round schedule
 Education or Other Legal Code: Education Code 37616
 Board Policy/Administrative Regulation #: See BP 6117
 Subject: Public hearing on year-round schedule

When to Notify: When interdistrict transfer is requested and not approved or denied within 30 days
 Education or Other Legal Code: Education Code 46601
 Board Policy/Administrative Regulation #: See AR 5117
 Subject: Appeal process

When to Notify: Before early entry to kindergarten, if offered
 Education or Other Legal Code: Education Code 48000
 Board Policy/Administrative Regulation #: See AR 5111
 Subject: Effects, advantages and disadvantages of early entry

When to Notify: When student identified as being at risk of retention
 Education or Other Legal Code: Education Code 48070.5
 Board Policy/Administrative Regulation #: See AR 5123
 Subject: Student at risk of retention

When to Notify: When student excluded due to quarantine, contagious or infectious disease, danger to safety or health
 Education or Other Legal Code: Education Code 48213
 Board Policy/Administrative Regulation #: See AR 5112.2, See BP 5141.33
 Subject: Student has been excluded from school

When to Notify: Before already admitted student is excluded for lack of immunization
 Education or Other Legal Code: Education Code 48216; 17 CCR 6040
 Board Policy/Administrative Regulation #: See AR 5141.31
 Subject: Need to submit evidence of immunization or exemption within 10 school days; referral to medical care

When to Notify: When a student is classified as truant
 Education or Other Legal Code: Education Code 48260.5, 48262
 Board Policy/Administrative Regulation #: See AR 5113.1
 Subject: Truancy, parental obligation, availability of alternative programs, student consequences, need for conference

When to Notify: When a truant is referred to a SARB or probation department
 Education or Other Legal Code: Education Code 48263

Board Policy/Administrative Regulation #: See AR 5113.1

Subject: Name and address of SARB or probation department and reason for referral

When to Notify: When a school is identified on the state's Open Enrollment List

Education or Other Legal Code: Education Code 48354; 5 CCR 4702

Board Policy/Administrative Regulation #: See AR 5118

Subject: Student's option to transfer to another school

When to Notify: Within 60 days of receiving application for transfer out of open enrollment school

Education or Other Legal Code: Education Code 48357; 5 CCR 4702

Board Policy/Administrative Regulation #: See AR 5118

Subject: Whether student's transfer application is accepted or rejected; reasons for rejection

When/Whom to Notify: When student requests to voluntarily transfer to continuation school

Education or Other Legal Code: Education Code 48432.3

Board Policy/Administrative Regulation #: See AR 6184

Subject: Copy of district policy and regulation on continuation education

When to Notify: Prior to involuntary transfer to continuation school

Education or Other Legal Code: Education Code 48432.5

Board Policy/Administrative Regulation #: See AR 6184

Subject: Right to require meeting prior to involuntary transfer to continuation school

When/Whom to Notify: To person holding educational rights, prior to recommending placement of foster youth outside school of origin

Education or Other Legal Code: Education Code 48853.5

Board Policy/Administrative Regulation #: See AR 6173.1

Subject: Basis for the placement recommendation

When to Notify: When student is removed from class and teacher requires parental attendance at school

Education or Other Legal Code: Education Code 48900.1

Board Policy/Administrative Regulation #: See AR 5144.1

Subject: Parental attendance required; timeline for attendance

When to Notify: Prior to withholding grades, diplomas, or transcripts

Education or Other Legal Code: Education Code 48904

Board Policy/Administrative Regulation #: See AR 5125.2

Subject: Damaged school property

When to Notify: When withholding grades, diplomas or transcripts from transferring student

Education or Other Legal Code: Education Code 48904.3

Board Policy/Administrative Regulation #: See AR 5125.2

Subject: Next school will continue withholding grades, diplomas or transcripts

When to Notify: When student is released to peace officer
 Education or Other Legal Code: Education Code 48906
 Board Policy/Administrative Regulation #: See BP 5145.11
 Subject: Release of student to peace officer for the purpose of removing minor from school, unless taken into custody as victim of suspected child abuse

When to Notify: At time of suspension
 Education or Other Legal Code: Education Code 48911
 Board Policy/Administrative Regulation #: See BP 5144.1, See AR 5144.1
 Subject: Notice of suspension

When to Notify: When original period of suspension is extended
 Education or Other Legal Code: Education Code 48911
 Board Policy/Administrative Regulation #: See AR 5144.1
 Subject: Extension of suspension

When to Notify: At the time a student is assigned to a supervised suspension classroom
 Education or Other Legal Code: Education Code 48911.1
 Board Policy/Administrative Regulation #: See AR 5144.1
 Subject: The student's assignment to a supervised suspension classroom

When to Notify: Before holding a closed session re: suspension
 Education or Other Legal Code: Education Code 48912
 Board Policy/Administrative Regulation #: See AR 5144.1
 Subject: Intent to hold a closed session re: suspension

When to Notify: When student expelled from another district for certain acts seeks admission
 Education or Other Legal Code: Education Code 48915.1, 48918
 Board Policy/Administrative Regulation #: See BP 5119
 Subject: Hearing re: possible danger presented by expelled student

When to Notify: When readmission is denied
 Education or Other Legal Code: Education Code 48916
 Board Policy/Administrative Regulation #: See AR 5144.1
 Subject: Reasons for denial; determination of assigned program

When to Notify: When expulsion occurs
 Education or Other Legal Code: Education Code 48916
 Board Policy/Administrative Regulation #: See AR 5144.1
 Subject: Readmission procedures

When to Notify: At least 10 calendar days before expulsion hearing
 Education or Other Legal Code: Education Code 48918
 Board Policy/Administrative Regulation #: See AR 5144.1
 Subject: Notice of expulsion hearing

When to Notify: When expulsion or suspension of expulsion occurs

Education or Other Legal Code: Education Code 48918

Board Policy/Administrative Regulation #: See AR 5144.1

Subject: Decision to expel; right to appeal to county board; obligation to inform new district of status

When to Notify: Before involuntary transfer of student convicted of certain crime when victim is enrolled at same school

Education or Other Legal Code: Education Code 48929, 48980

Board Policy/Administrative Regulation #: See BP 5116.2

Subject: Right to request a meeting with principal or designee

When to Notify: One month before the scheduled minimum day

Education or Other Legal Code: Education Code 48980

Board Policy/Administrative Regulation #: See BP 6111

Subject: When minimum days are scheduled after the beginning of the school year

When to Notify: When parents/guardians request guidelines for filing complaint of child abuse at a school site

Education or Other Legal Code: Education Code 48987

Board Policy/Administrative Regulation #: See AR 5141.4

Subject: Guidelines for filing complaint of child abuse at a school site with local child protective agencies

When to Notify: When student in danger of failing a course

Education or Other Legal Code: Education Code 49067

Board Policy/Administrative Regulation #: See AR 5121

Subject: Student in danger of failing a course

When to Notify: When student transfers from another district or private school

Education or Other Legal Code: Education Code 49068

Board Policy/Administrative Regulation #: See AR 5125

Subject: Right to receive copy of student's record and to challenge its content

When/Whom to Notify: When parent/guardian's challenge of student record is denied and parent/guardian appeals

Education or Other Legal Code: Education Code 49070

Board Policy/Administrative Regulation #: See AR 5125.3

Subject: If board sustains allegations, the correction or destruction of record; if denied, right to submit written objection

When/Whom to Notify: When district is considering program to gather safety-related information from students' social media activity

Education or Other Legal Code: Education Code 49073.6

Board Policy/Administrative Regulation #: See BP 5125

Subject: Opportunity for input on proposed program

When/Whom to Notify: When district adopts program to gather information from students' social media activity, and annually thereafter

Education or Other Legal Code: Education Code 49073.6

Board Policy/Administrative Regulation #: AR 5125

Subject: Information is being gathered, access to records, process for removal or corrections, destruction of records

When to Notify: Within 24 hours of release of information to a judge or probation officer

Education or Other Legal Code: Education Code 49076

Board Policy/Administrative Regulation #: See AR 5125

Subject: Release of student record to a judge or probation officer for conducting truancy mediation program or for presenting evidence at a truancy petition

When to Notify: Before release of information pursuant to court order or subpoena

Education or Other Legal Code: Education Code 49077

Board Policy/Administrative Regulation #: See AR 5125

Subject: Release of information pursuant to court order or subpoena

When to Notify: When screening results in suspicion that student has scoliosis

Education or Other Legal Code: Education Code 49452.5

Board Policy/Administrative Regulation #: See AR 5141.3

Subject: Scoliosis screening

When to Notify: When test results in discovery of visual or hearing defects

Education or Other Legal Code: Education Code 49456; 17 CCR 2951

Board Policy/Administrative Regulation #: See AR 5141.3

Subject: Vision or hearing test results

When to Notify: Within 10 days of negative balance in meal account

Education or Other Legal Code: Education Code 49557.5

Board Policy/Administrative Regulation #: See AR 3551

Subject: Negative balance in meal account; encouragement to apply for free or reduced price meals

When to Notify: Annually to parents/guardians of student athletes before their first practice or competition

Education or Other Legal Code: Education Code 49475

Board Policy/Administrative Regulation #: See AR 6145.2

Subject: Information on concussions and head injuries

When/Whom to Notify: ~~To person holding educational rights, within~~ Within 30 days of foster youth, homeless youth, ~~or~~ former juvenile court school student, or child of military family being transferred between high schools

Education or Other Legal Code: Educational Code 51225.1

Board Policy/Administrative Regulation #: See BP 6146.1, See AR 6173, See AR 6173.1, AR

6173.3

Subject: Exemption from local graduation requirements, effect on college admission, option for fifth year of high school

When to Notify: Before any test/survey questioning personal beliefs

Education or Other Legal Code: Education Code 51513

Board Policy/Administrative Regulation #: See AR 5022

Subject: Permission for test, survey questioning personal beliefs

When to Notify: At least 14 days before HIV prevention or sexual health instruction, if arrangement made for guest speaker after beginning of school year

Education or Other Legal Code: Education Code 51938

Board Policy/Administrative Regulation #: See AR 6142.1

Subject: Instruction in HIV prevention or sexual health by guest speaker or outside consultant

When to Notify: Prior to administering survey regarding health risks and behaviors to students in 7-12

Education or Other Legal Code: Education Code 51938

Board Policy/Administrative Regulation #: See AR 5022

Subject: Notice that the survey will be administered

When to Notify: Within 30 calendar days of receipt of results of assessment or reassessment of English proficiency

Education or Other Legal Code: Education Code 52164.1, 52164.3; 5 CCR 11511.5

Board Policy/Administrative Regulation #: See AR 6174

Subject: Results of state test of English proficiency

When to Notify: When migrant education program is established

Education or Other Legal Code: Education Code 54444.2

Board Policy/Administrative Regulation #: See BP 6175, See AR 6175

Subject: Parent advisory council membership composition

When to Notify: When child participates in licensed child care and development program

Education or Other Legal Code: Health and Safety Code 1596.857

Board Policy/Administrative Regulation #: See AR 5148

Subject: Parent/guardian right to enter facility

When/Whom to Notify: When district receives Tobacco-Use Prevention Education Funds

Education or Other Legal Code: Health and Safety Code 104420

Board Policy/Administrative Regulation #: See AR 3513.3

Subject: The district's tobacco-free schools policy and enforcement procedures

When to Notify: When testing by community water system finds presence of lead exceeding specified level

Education or Other Legal Code: Health and Safety Code 116277

Board Policy/Administrative Regulation #: See AR 3514

Subject: Elevated lead level at school

When to Notify: When sharing student immunization information with an immunization system
Education or Other Legal Code: Health and Safety Code 120440

Board Policy/Administrative Regulation #: See AR 5125

Subject: Types of information to be shared, name and address of agency, acceptable use of the information, right to examine, right to refuse to share

When/Whom to Notify: At least 14 days prior to sex offender coming on campus as volunteer

Education or Other Legal Code: Penal Code 626.81

Board Policy/Administrative Regulation #: See AR 1240, See BP 1250

Subject: Dates and times permission granted; obtaining information from law enforcement

When to Notify: When hearing is requested by person asked to leave school premises

Education or Other Legal Code: Penal Code 627.5

Board Policy/Administrative Regulation #: See AR 3515.2

Subject: Notice of hearing

When/Whom to Notify: When responding to complaint re: discrimination, special education, or noncompliance with law

Education or Other Legal Code: 5 CCR 4631

Board Policy/Administrative Regulation #: See AR 1312.3

Subject: Findings, disposition of complaint, any corrective actions, appeal rights and procedures

When to Notify: When child participates in licensed child care and development program

Education or Other Legal Code: 5 CCR 18066

Board Policy/Administrative Regulation #: See AR 5148

Subject: Policies re: excused and unexcused absences

When to Notify: Within 30 days of application for subsidized child care or preschool services

Education or Other Legal Code: 5 CCR 18094, 18118

Board Policy/Administrative Regulation #: See AR 5148, See AR 5148.3

Subject: Policies re: Approval or denial of services

When to Notify: Upon recertification or update of application for child care or preschool services

Education or Other Legal Code: 5 CCR 18095, 18119

Board Policy/Administrative Regulation #: See AR 5148, See AR 5148.3

Subject: Policies re: Any change in service, such as in fees, amount of service, termination of service

When to Notify: Upon child's enrollment in child care program

Education or Other Legal Code: 5 CCR 18114

Board Policy/Administrative Regulation #: See AR 5148

Subject: Policies re: Policy on fee collection

When to Notify: When payment of child care fees is seven days late
 Education or Other Legal Code: 5 CCR 18114
 Board Policy/Administrative Regulation #: See AR 5148
 Subject: Policies re: Notice of delinquent fees

When to Notify: When district substantively changes policy on student privacy rights
 Education or Other Legal Code: 20 USC 1232h
 Board Policy/Administrative Regulation #: See AR 5022
 Subject: Notice of any substantive change in policy or regulation

When to Notify: For districts receiving Title I funds, when a child has been assigned or taught for four or more consecutive weeks by a teacher who does not meet state certification requirements for the grade level/subject taught
 Education or Other Legal Code: 20 USC 6312
 Board Policy/Administrative Regulation #: See AR 4112.24
 Subject: Timely notice to parent/guardian of child's assignment

When to Notify: For districts receiving Title I funds, not later than 30 days after beginning of school year, to parents/guardians of English learners
 Education or Other Legal Code: 20 USC 6312
 Board Policy/Administrative Regulation #: See AR 6174
 Subject: Reasons for placement, level of proficiency, instructional methods, how program meets child's strengths and teaches English, exit requirements, right to choose another program

When to Notify: For schools receiving Title I funds, upon development of parent involvement policy
 Education or Other Legal Code: 20 USC ~~6316~~6318
 Board Policy/Administrative Regulation #: See AR 6020
 Subject: Notice of policy

When to Notify: When household is selected for verification of eligibility for free or reduced-price meals
 Education or Other Legal Code: 42 USC 1758; 7 CFR 245.6a
 Board Policy/Administrative Regulation #: See AR 3553
 Subject: Need to submit verification information; any subsequent change in benefits; appeals

When/Whom to Notify: When student is homeless or unaccompanied minor
 Education or Other Legal Code: 42 USC 11432; Education Code 48852.5
 Board Policy/Administrative Regulation #: See AR 6173
 Subject: Educational and related opportunities; transportation services; placement decision and right to appeal

When to Notify: When student transfers out of state and records are disclosed without consent pursuant to 34 CFR 99.30
 Education or Other Legal Code: 34 CFR 99.34
 Board Policy/Administrative Regulation #: See AR 5125

Subject: Right to review records

When to Notify: When district receives federal funding assistance for nutrition program

Education or Other Legal Code: USDA FNS Instruction 113-1

Board Policy/Administrative Regulation #: See BP 3555

Subject: Rights and responsibilities, nondiscrimination policy, complaint procedures

IV. Special Education Notices

When to Notify: Prior to conducting initial evaluation

Education or Other Legal Code: Education Code 56301, 56321, 56321.5, 56321.6, 56329; 20

USC 1415 (d); 34 CFR 300.502, 300.503

Board Policy/Administrative Regulation #: See BP 6159.1, See AR 6159.1, See AR 6164.4

Subject: Proposed evaluation plan, related parental rights, prior written notice, procedural safeguards

When/Whom to Notify: Before functional behavioral assessment begins

Education or Other Legal Code: Education Code 56321

Board Policy/Administrative Regulation #: See AR 6159

Subject: Notification and consent

When to Notify: 24 hours before IEP when district intending to record

Education or Other Legal Code: Education Code 56341.1

Board Policy/Administrative Regulation #: See AR 6159

Subject: Intention to audio-record IEP meeting

When to Notify: Early enough to ensure opportunity for parent to attend IEP meeting

Education or Other Legal Code: Education Code 56341.5; 34 CFR 300.322

Board Policy/Administrative Regulation #: See AR 6159

Subject: Time, purpose, location, who will attend, participation of others with special knowledge, transition statements if appropriate

When to Notify: When parent/guardian orally requests review of IEP

Education or Other Legal Code: Education Code 56343.5

Board Policy/Administrative Regulation #: See AR 6159

Subject: Need for written request

When to Notify: Within one school day of emergency intervention or serious property damage

Education or Other Legal Code: Education Code 56521.1

Board Policy/Administrative Regulation #: See AR 6159.4

Subject: Emergency intervention

When to Notify: Whenever there is a proposal or refusal to initiate or change the identification, evaluation, placement, or FAPE, including when parent/guardian revokes consent for services

Education or Other Legal Code: 20 USC 1415(c); 34 CFR 300.300, 300.503

Board Policy/Administrative Regulation #: See AR 6159, See AR 6159.1

Subject: Prior written notice

When/Whom to Notify: Upon filing of state complaint

Education or Other Legal Code: 20 USC 1415(d), 34 CFR 300.504

Board Policy/Administrative Regulation #: See AR 6159.1

Subject: Procedural safeguards notice

When/Whom to Notify: When disciplinary measures are taken or change in placement

Education or Other Legal Code: 20 USC 1415(k); 34 CFR 300.530

Board Policy/Administrative Regulation #: See AR 5144.2

Subject: Decision and procedural safeguards notice

When to Notify: Upon requesting a due process hearing

Education or Other Legal Code: 20 USC 1415(k); 34 CFR 300.508

Board Policy/Administrative Regulation #: See AR 6159.1

Subject: Child's name, address, school, description of problem, proposed resolution

When to Notify: Eligibility for services under Section 504

Education or Other Legal Code: 34 CFR 104.32, 104.36

Board Policy/Administrative Regulation #: See AR 6164.6

Subject: District responsibilities, district actions, procedural safeguards

V. Classroom Notices

When to Notify: In each classroom in each school

Education or Other Legal Code: Education Code 35186

Board Policy/Administrative Regulation #: See AR/E 1312.4

Subject: Complaints re: sufficiency of instructional materials, teacher vacancy and misassignment, maintenance of facilities, right of students who did not pass the exit exam to receive intensive instruction after grade 12

Exhibit HANFORD ELEMENTARY SCHOOL DISTRICT

version: August 2006 Hanford, California


revised: January 14, 2015

revised: September 23, 2015

revised: September 27, 2017

revised: _____

AGENDA REQUEST FORM

TO: Joy Gabler
FROM: Jaime Martinez 
DATE: June 4, 2018
RE: (X) Board Meeting
() Superintendent's Cabinet
() Information
(X) Action

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **June 13, 2018**

ITEM: Consider approval of personnel transactions and related matters.

PURPOSE:

a. Employment

Certificated, effective 8/9/18

- Joseph Britton, Teacher, Probationary
- Catherine Castaneda, Teacher, Probationary
- Jaqueline Gonzales, Teacher, Probationary
- Kelly Korhonen Halligan, Teacher, Probationary
- Matthew Okumoto, Teacher, Temporary
- Frederick Williams, Jr., Teacher, Probationary
- LeAnn Williamson, School Nurse, Probationary

Classified

- Robert Sanchez, Groundskeeper II – 8.0 hrs., Grounds/DSF, effective 5/23/18

Temporary Employees/Substitutes/Yard Supervisors

- Melisa Wakefield, Special Education Aide – 1.75 hrs., Washington, effective 5/14/18 to 6/6/18

b. Short-term Employment

CLASSIFIED STAFF SUMMER PROGRAMS

Special Education Extended School Year at Lee Richmond School

- Danna Bailey, Bus Driver – 4.0 hrs., effective 6/11/18 to 6/28/18
- Melody Cantrell, Special Education Aide – 5.75 hrs., effective 6/11/18 to 6/28/18
- Maribel Santiago, Special Education Aide – 5.75 hrs., effective 6/11/18 to 6/28/18

Summer Enrichment Program at Lee Richmond School

- Cindy Navarro, Short-term Custodian II – 6.5 hrs., Richmond, effective 6/19/18 to 6/29/18
- Maria Jones, Bus Driver – 4.0 hrs., effective 6/18/18 to 6/29/18
- Daisy Wallace, Bilingual Licensed Vocational Nurse – 5.5 hrs., effective 6/18/18 to 6/29/18

Migrant Summer School at Jefferson School

- Edgar Hernandez, Short-term Custodian I – 6.0 hrs., effective 6/11/18 to 6/29/18
- Sandy Perez, Bus Driver – 4.0 hrs., effective 6/11/18 to 6/29/18

Migrant Summer School at West Hills College

- Maricia Cuevas, Bus Driver – 5.0 hrs., West Hills, effective 6/18/18 to 6/28/18

Seamless Summer Meal Program

- Corina Carrera, Cook/Baker – 5.5 hrs., Food Services, effective 6/11/18 to 7/27/18
- Connie Casarez, Food Service Worker I – 2.5 hrs., Richmond, effective 6/11/18 to 7/27/18
- Veronica Grever, Food Service Worker I – 2.5 hrs., Richmond, effective 6/11/18 to 7/27/18
- Veronica Leach, Yard Supervisor – 1.75 hrs., Richmond, effective 6/11/18 to 7/27/18
- Leonor Littlejohn, Food Service Worker I – 2.5 hrs., Jefferson, effective 6/11/18 to 7/27/18
- Sylvia Lombera, Yard Supervisor – 1.75 hrs., Lincoln, effective 6/11/18 to 7/27/18
- Daisy Maya-Gaona, Food Service Worker I – 2.5 hrs., Jefferson, effective 6/11/18 to 7/27/18
- Alyssa Null, Food Service Worker II – 2.5 hrs., Lincoln, effective 6/11/18 to 7/27/18
- Alma Pina, Food Service Worker I – 2.5 hrs., Lincoln, effective 6/11/18 to 7/27/18
- Felimena Reynolds, Yard Supervisor – 1.75 hrs., Jefferson, effective 6/11/18 to 7/27/18

c. Resignations

- Sarah Bartron, READY Program Tutor – 4.5 hrs., Richmond, effective 6/6/18
- Deborah Chinchock, Substitute Babysitter and Clerk Typist II, effective 10/6/17
- Lindsay Nelson, Teacher, Richmond, effective 6/6/18
- Robert Leon, Bilingual Student Specialist K-6 – 8.0 hrs., Roosevelt, effective 6/13/18
- Julius Rojas, READY Program Tutor – 4.5 hrs., Lincoln, effective 6/6/18

- d. **Retirement**
- Janice Aragon, Bilingual Clerk Typist II – 8.0 hrs., King, effective 6/13/18
 - Rose Pimentel, Teacher, Wilson, effective 6/6/18
- e. **More Hours/Transfer**
- Carolina Garcia, from Bilingual Clerk Typist II – 5.0 hrs., Monroe to Bilingual Clerk Typist II – 8.0 hrs., King, effective 7/31/18
- f. **Promotion**
- Roxanna Hernandez, from READY Program Tutor – 4.5 hrs. to Special Education Aide – 5.0 hrs., Monroe, effective 8/14/18
- g. **Promotion/Transfer**
- Cruz Chavez, from Educational Tutor K-6 – 3.5 hrs., Monroe to Parent Liaison Specialist – 8.0 hrs., Curriculum, Instruction and Professional Development, effective 7/30/18
 - Frank Gonzales, from Alternative Education Program Aide – 5.5 hrs., Community Day School to Student Specialist K-6 – 8.0 hrs., Simas, effective 7/31/18
- h. **Lateral Change/Decrease in Hours/Change in Work Year**
- Monica Toomes, from Special Education Aide – 5.0 hrs., 180 days to Educational Tutor – 3.5 hrs., 150 days, Monroe, effective August 30, 2018
- i. **Change in Work Year**
- School Operations Officer, from 199 work day, 13 holidays and 19 vacation days to 204 work days, 13 holidays and 20 vacations days, effective with the 2018-19 school year.
- j. **Ratify Assistant Superintendents/CBO Employment Contracts for 2018-2019 (Gov. Code Section 53262)**
- David Endo, Chief Business Official, Fiscal Services
 - Jaime Martinez, Human Resources
 - Karen McConnell, Special Services
 - Jill Rubalcava, Curriculum, Instruction, and Professional Development
- k. **Volunteers**
- | <u>Name</u> | <u>School</u> |
|------------------------------|---------------|
| Chad Nielsen (HESD Employee) | Jefferson |
| Amber Walecki | Simas |

RECOMMENDATION: Approve.



HANFORD ELEMENTARY SCHOOL DISTRICT
June 25, 2018
EMPLOYMENT AGREEMENT

Effective date: July 2, 2018
Social Security #: xxx-xx-8486
Name: Endo, David
Date of hire: 09/28/15
Position: Chief Business Official
Site: Fiscal Services
District Status: Permanent
Position Status: Permanent
PERS: X
STRS:
Hours per day: 8.0
Months employed: 12
Standard work year: July 2, 2018 – June 28, 2019
Range & Step: Management O-A, Step 5 - \$158,440.00
Stipends: 0
Annual Rate: \$158,440.00
Daily Rate: \$607.05
First Payment: July 31, 2018
Holidays: 14
Vacation days: 22

Authorizing Signature _____

Date June 25, 2018

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

Employee's Signature _____ Date _____

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

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



HANFORD ELEMENTARY SCHOOL DISTRICT

May 25, 2018

CONTINUING OFFER OF CERTIFICATED MANAGEMENT EMPLOYMENT

Name: Martinez, Jaime
 Social Security Number: xxx-xx-2908
 Standard Work Year: 225 (July 2, 2018 – June 28, 2019)
 Position: Assistant Superintendent, Human Resources
 Site: D.O. - Human Resources
 Tenure: Permanent
 Range, Step: 1-A, 5
 Stipend(s): Longevity - 15 years - \$2,000.00
 First Payment: July 31, 2018
 Number of Monthly Payments: 12

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

Authorizing Signature _____

Date May 25, 2018

ACCEPTANCE OF OFFER

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

Signature: _____

Date: _____

Address: _____

Phone: _____

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

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

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

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HANFORD ELEMENTARY SCHOOL DISTRICT

May 25, 2018

CONTINUING OFFER OF CERTIFICATED MANAGEMENT EMPLOYMENT

Name: McConnell, Karen
 Social Security Number: xxx-xx-0874
 Standard Work Year: 225 (July 2, 2018 – June 28, 2019)
 Position: Assistant Superintendent Special Services
 Site: D.O. - Special Services
 Tenure: Permanent
 Range, Step: 1-A, 5
 Stipend(s): Longevity - 20 years - \$4,000.00
 First Payment: July 31, 2018
 Number of Monthly Payments: 12

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

Authorizing Signature _____

Date May 25, 2018

ACCEPTANCE OF OFFER

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

Signature: _____

Date: _____

Address: _____

Phone: _____

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HANFORD ELEMENTARY SCHOOL DISTRICT

May 25, 2018

CONTINUING OFFER OF CERTIFICATED MANAGEMENT EMPLOYMENT

Name: Rubalcava, Jill
 Social Security Number: xxx-xx-0622
 Standard Work Year: 225 (July 2, 2018 – June 28, 2019)
 Position: Assistant Superintendent - Curriculum and Instruction
 Site: D.O. - Curr., Inst., and Prof Development
 Tenure: Permanent
 Range, Step: 1-A, 5
 Stipend(s): Longevity - 20 years - \$4,000.00
 First Payment: July 31, 2018
 Number of Monthly Payments: 12

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

Authorizing Signature _____

Date May 25, 2018

ACCEPTANCE OF OFFER

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

Signature: _____

Date: _____

Address: _____

Phone: _____

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

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

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HANFORD ELEMENTARY SCHOOL DISTRICT
2017-2018 SALARY SCHEDULES
MANAGEMENT

165/185

Range	Position	**Compensated Days Per Year		Step 1	Step 2	Step 3	Step 4	Step 5
0-A	Chief Business Official (225 work + 14 hol + 22 vac)	261	annual daily	135,435 518.91	140,853 539.67	146,487 561.25	152,346 583.70	158,440 607.05
1-A	Assistant Superintendent (225 work + 14 hol + 22 vac)	261	annual daily	119,705 458.64	124,493 476.99	129,473 496.07	134,652 515.91	140,038 536.54
3-A	Director Chief Technology Officer (225 work + 14 hol + 22 vac)	261	annual daily	113,937 436.54	118,494 454.00	123,234 472.16	128,164 491.05	133,290 510.69
3-C	Director Principal (204 work + 13 hol + 20 vac)	237	annual daily	103,460 436.54	107,598 454.00	111,902 472.16	116,378 491.05	121,034 510.69
6-A	Fiscal Services Specialist Curriculum & Professional Development Specialist (225 work + 14 hol + 22 vac)	261	annual daily	105,802 405.37	110,034 421.59	114,435 438.45	119,013 455.99	123,773 474.23
6-C	Vice Principal Learning Director Curriculum & Professional Development Specialist Program Specialist (204 work + 13 hol + 20 vac)	237	annual daily	96,073 405.37	99,916 421.59	103,912 438.45	108,069 455.99	112,392 474.23
10-B	Administrative Intern (204 work + 13 hol + 20 vac)	237	annual daily	87,037 367.25	90,519 381.94	94,140 397.21	97,905 413.10	101,821 429.63
15-A	Program Manager (225 work + 14 hol + 22 vac)	261	annual daily	84,719 324.59	88,107 337.58	91,632 351.08	95,297 365.12	99,109 379.73
15-B	Program Manager (203 work + 13 hol + 20 vac)	236	annual daily	76,604 324.59	79,668 337.58	82,855 351.08	86,169 365.12	89,616 379.73
22-A	Supervisor (225 work + 14 hol + 22 vac)	261	annual daily	71,271 273.07	74,122 283.99	77,086 295.35	80,170 307.16	83,377 319.45
22-C	Supervisor (200 work + 13 hol + 19 vac)	232	annual daily	63,352 273.07	65,886 283.99	68,521 295.35	71,262 307.16	74,113 319.45
23-A	Analyst (225 work + 14 hol + 22 vac)	261	annual daily	69,532 266.41	72,314 277.06	75,206 288.15	78,215 299.67	81,343 311.66
26-C	School Operations Officer (199 work + 13 hol + 19 vac)	231	annual daily	57,146 247.39	59,432 257.28	61,809 267.57	64,282 278.28	66,853 289.41

PROFESSIONAL SPECIALIST

7-C	Psychologist (194 work + 13 hol + 19 vac)	226	annual daily	89,379 395.48	92,955 411.30	96,673 427.76	100,540 444.87	104,561 462.66
10-C	School Social Worker (194 work + 13 hol + 19 vac)	226	annual daily	82,998 367.25	86,318 381.94	89,770 397.21	93,361 413.10	97,095 429.63
11-C	Counselor (194 work + 13 hol + 19 vac)	226	annual daily	80,973 358.29	84,212 372.62	87,581 387.53	91,084 403.03	94,727 419.15

CONFIDENTIAL CLASSIFIED*

28-A	Administrative Assistant	261	annual daily	61,457 235.47	63,915 244.88	66,471 254.68	69,130 264.87	71,895 275.46
29-A	Personnel Specialist	261	annual daily	59,958 229.72	62,356 238.91	64,850 248.47	67,444 258.41	70,142 268.74
32-A	Administrative Secretary	261	annual daily	55,677 213.32	57,904 221.85	60,220 230.73	62,629 239.96	65,134 249.55
34-A	Personnel Assistant	261	annual daily	52,994 203.04	55,114 211.16	57,318 219.61	59,611 228.39	61,995 237.53

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

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

**If your hire date falls between July 1 and December 31, the applicable longevity stipend will begin that school year.
If your hire date falls between January 1 and June 30, the applicable longevity stipend will begin the following school year.

Adopted: 09/27/17
Effective: 07/01/17
Revised: 04/11/18

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 06/04/2018

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☒ Information
☐ Action

Date you wish to have your item considered: 06/13/2018

ITEM:

PUBLIC HEARING - 2018-2019 Hanford Elementary School District Budget

PURPOSE:

Included for your review is a copy of the proposed 2018-2019 Hanford Elementary School District Budget that will be reviewed during the public hearing.

FISCAL IMPACT:

The fiscal impact of the budget will be discussed at the public hearing.

RECOMMENDATIONS:

This item is informational only.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 06/04/2018

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 06/13/2018

ITEM:

Consider approval of contract with School Services of California for the 2018-2019 fiscal year.

PURPOSE:

School Service of California is the leading consultant in California school finance and is primarily used to provide updates on state activities as it relates to school districts finance.

FISCAL IMPACT:

There cost of the contract is \$3,660.

RECOMMENDATIONS:

Approve the contract with School Services of California for the 2018-2019 fiscal year.

Client # 0009850/S15

P.O. # _____

AGREEMENT FOR SPECIAL SERVICES
Fiscal and Management Information Services

This is an agreement between the **HANFORD ELEMENTARY SCHOOL DISTRICT**, hereinafter referred to as "Client," and **SCHOOL SERVICES OF CALIFORNIA, INC.**, hereinafter referred to as "Consultant," entered into as of July 1, 2018.

RECITALS

WHEREAS, the Client needs assistance regarding issues of school finance, legislation, school budgeting, general fiscal issues, and the state-mandated program cost claims process; and

WHEREAS, the Consultant, is professionally and specially trained and competent to provide these services; and

WHEREAS, the authority for entering into this Agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;

NOW, THEREFORE, the parties to this Agreement do hereby mutually agree as follows:

1. Consultant agrees to perform such duties relating to issues of school finance, including:
 - a. Delivery of "one copy" of each edition of the *Fiscal Report* containing information on issues of school finance, budgets, or practices that impact school district fiscal policies, and one copy of the *Analysis of the Governor's Proposals for the State Budget and K-12 Education*
 - b. Unlimited access to the Consultant's online workshops, which include:
 - i. Fiscal Aspects of Negotiations
 - ii. Associate Student Body
 - c. The option of receiving information on Consultant's website regarding major school finance and policy issues
 - d. An analysis of all major school finance/fiscal legislation and reports on its legislative/executive branch progress
 - e. Preliminary school district revenue calculation using the online tools available on the Consultant's website for use in determining the projected revenue funding level soon after the budget is adopted based on the major annual school finance legislation
 - f. Participation at the Consultant's school finance conferences and workshops at the Consultant's client rate

HANFORD ELEMENTARY SCHOOL DISTRICT

- g. Counsel the Client on new mandates and information relating to the local mandate reimbursement process for all applicable legislation already adopted that contains a reimbursement appropriation, and maintain liaison with the State Controller, the Commission on State Mandates, and the State Department of Finance
- 2. The Consultant shall provide the Client with services as requested to a total of twelve (12) direct service hours during the 12-month period of this Agreement at no additional cost beyond the annual fee. The hours of service may be used as the Client directs on fiscal and mandate service issues, including: mandate counseling, analysis of specific district revenue or expenditure issues, analysis of specific legislative or regulatory issues, including a “quick query” service to provide telephone response to specific fiscal or mandate questions of the Client.

Services for which the base service hours may not be used, include: Client specific economy, efficiency, or management consulting services, including, but not limited to efficiency or management studies, demographic or school facility studies, special education studies, fiscal health analysis, and/or an in-depth budget review, direct collective bargaining or factfinding assistance; fiscal analysis for purposes of collective bargaining, legislative representation or advocacy; appearance as an expert witness; provision of depositions or declarations for district legal issues; major customized research projects or studies; or, on-site speeches or presentations.

- 3. The Client agrees to pay to Consultant for services rendered under this Agreement:
 - a. \$3,660 annually, plus expenses, or payable at \$305 per month, plus expenses, upon receipt of a billing from Consultant
 - b. For all requested services in excess of twelve (12) direct service hours as indicated in Item 2 above in the 12-month period, the applicable hourly rate for the person(s) performing the services shall apply
 - c. “Hours” are defined as hours of direct service to the Client, as well as reasonable travel time to and from the Client’s site
 - d. “Expenses” are defined as actual, out-of-pocket expenses, such as travel, meals, shipping, and duplication of materials
- 4. This Agreement shall be for the period of one year, beginning July 1, 2018, and terminating June 30, 2019. This Agreement may be terminated prior to June 30, 2019 by either party on thirty (30) days’ written notice. In the event that the Client elects to terminate services at the end of the Agreement, the Client shall give a 30-day written notice of nonrenewal. Consultant will provide continuing services for 90 days after the expiration date of the Agreement or until the client

HANFORD ELEMENTARY SCHOOL DISTRICT

provides written notice. The Client is responsible for these accrued charges and SSC may bill these additional days. In the case of cancellation, the Client shall be liable for any costs accrued to the date of cancellation.

5. It is expressly understood and agreed to by both parties that Consultant, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the Client.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as indicated below:

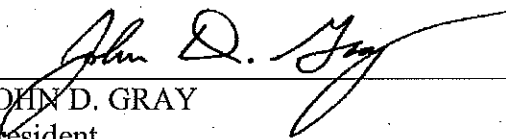
BY: _____ DATE: _____

Print Name

Job Title

Hanford Elementary School District

BY: _____ DATE: May 15, 2018


JOHN D. GRAY

President

School Services of California, Inc.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 06/04/2018

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 06/13/2018

ITEM:

Consider approval of an amendment to the architectural services agreement with Teter.

PURPOSE:

The District has approached Teter to facilitate the construction of a classroom wing and related improvements on the Lincoln Elementary School site. The bids for the initial proposal of a modular classroom were much higher than anticipated which resulted in the District choosing to pursue a traditional site constructed classroom. Since the architect contracts are based on final construction costs, the District feels that the increased fee as stated on this contract amendment would have been unavoidable.

FISCAL IMPACT:

The increased cost of the agreement will be dependent on the project cost and at this time is estimated increase is \$52,764.

RECOMMENDATIONS:

Approve the amendment to the agreement with Teter.



CONTRACT AMENDMENT NO. 1

In accordance with the **CONTRACT** dated: August 10, 2017

BETWEEN: Hanford Elementary School District

and: **TETER, LLP**

for the Project: Lincoln Elementary School Kindergarten Classroom Building

☒ authorization is requested

- ☐ to proceed with Additional Services
- ☒ to proceed with revised scope of Basic Services
- ☐ to incur Reimbursable Expenses

AS FOLLOWS:

Scope:

The District has requested that Teter LLP revise our scope of services to provide a site built kindergarten building in lieu of the previously selected permanent modular building delivery method. This change was district requested at the end of our design development design process and is a result of the permanent modular building bid amounts and the district's desire for a more flexible construction schedule. This change will require some amount of rework as TETER modifies our previous permanent modular design approach for a site built design. In addition, the new fee will be based on our current estimate of \$360/SF (5,520 SF x \$360 = \$1,987,200) for a site built building of this size/type and our standard fee schedule. The site development costs have most likely also increased due to recent construction cost escalation, but for the purpose of this amendment, we are not indicating a change in construction cost of fee.

Compensation:

As indicated above, TETER will have some rework due to the change from permanent modular to site built building. Most of this rework occurs during the modular bidding process and design development. TETER will need to rebid the project and modify the building structure and specifications to a site built building. Teter LLP expended \$2300 during the bid process and around \$26,000 during design development. We are estimating that 20% of the Design development phase, \$5200 will cover the required rework prior to proceeding with the construction documents for the site built building.

Kindergarten Building Fee

Original	Const. Cost	Fee %	Original Contract Fee
Site Work	\$430,288	12.0%	\$51,635
Permanent Modular Building	\$1,421,400	8.53%	\$121,212
Subtotal Fee			\$172,847



TETER, LLP

ARCHITECTS ENGINEERS CONNECTED

173/185

Amendment 01 - Revised	Const. Cost	Fee %	Revised Contract Fee
Site Work (no change)	\$430,288	12.0%	\$51,635
Site Built Building	\$1,987,200	8.38%	\$166,476
Subtotal Fee			\$218,111
Additional Cost of Construction Fee			\$45,264
Additional Fee DD Bidding and Rework			\$7,500
Additional Fee Request			\$52,764
Original Contract Fee			\$172,847
Revised Total Compensation			\$225,611


Time:

Construction documents 3 months based on district authorization to proceed.

Prompt written notice is required if the services indicated are not needed.

TETER, LLP (Consultant)

Hanford Elementary School District (Client)

Signature: 
Name: Robert Thornton
Title: Senior Partner | Architect
Date: 5/9/18

Signature: _____
Name: _____
Title: _____
Date: _____

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 06/04/2018

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 06/13/2018

ITEM:

Consider allowing the District to participate in the Community Eligibility Provision (CEP) districtwide.

PURPOSE:

The CEP was implemented by the Healthy, Hunger-Free Kids Act of 2010. The CEP allows high-poverty schools to eliminate the administrative burden of school meal applications and still serve breakfast and lunch at no charge to all students so that they can be fueled and ready to learn. Schools that have implemented the CEP have experienced striking increases in school meal participation, and many reported improved attendance.

The CDE highly encourages participation in the CEP for a school or group of schools with an Identified Student Percentage (ISP) over 40 percent (currently represents a reimbursement rate of 64% of all meals served). Identified students are those that are qualified to receive a meal at no cost through Direct Certification, including students certified as homeless, runaway, migrant, foster children enrolled in a federally funded Head Start program, and non-applicant students approved by the LEA.

Additionally, SB138 requires high poverty schools to participate in CEP or Provision 2 unless an exemption has been filed and has identified 4 District schools.

FISCAL IMPACT:

Last year's ISP was approximately 50%, which would result in the District being reimbursed for 80% of all meals served at the federal free rate. Absent any increase in participation, there could be a 12% decline in revenue and administration of the income data collection forms can no longer be completed by Food Services.

RECOMMENDATIONS:

Allow the District to participate in the Community Eligibility Provision (CEP) districtwide.



Home / Learning Support / Nutrition / School Nutrition

Community Eligibility Provision Facts

The Community Eligibility Provision Facts provides information on reimbursement rates, application process, identified student percentage, no cost meals, and qualifying schools.

Facts

- The Community Eligibility Provision (CEP) is a new alternate meal counting and collection procedure Provision that was made available to all schools nationwide beginning in School Year (SY) 2014–15.
- The CEP reduces application burdens to once every four years.
- Schools on the CEP will never collect meal eligibility applications, complete the Verification Process, or categorize the meals as free, reduced-price, or paid when serving the meals.
- Breakfast **and** lunch must be served at no cost to all students in schools that are on the CEP.
- CEP schools must have a minimum identified student percentage (ISP) of 40 percent, based on enrollment, to participate in the CEP.
- Identified students are those who are directly certified for meals at no cost on the basis of their participation in CalFresh, CalWORKs, the Food Distribution Program on Indian Reservations, and Medi-Cal free, and the extension of these benefits go to students within the same household. Also included are students certified as homeless, migrant, foster, runaway, or participating in the Head Start program.
- The ISP is determined by dividing the number of identified students, as of April 1 of the SY prior to starting the CEP, by the number of enrolled students as of the same date, and multiplying the quotient by 100.
- Schools may qualify individually or as a group to reach the ISP threshold of 40 percent.
- The reimbursement rate for both lunch and breakfast is determined by multiplying the ISP by a factor of 1.6. The resulting number is the percent of meals reimbursed at the free reimbursement rate, with the remaining meals reimbursed at the paid rate. No meals are reimbursed at the reduced-price rate while schools participate in the CEP. For example, a school with an ISP of 50 percent would be reimbursed at the free rate of 80 percent of the breakfasts and lunches it served ($50 \text{ percent} \times 1.6 = 80 \text{ percent}$) and the remaining 20 percent would be reimbursed at the paid rate.

- Schools, or a group of schools, with an ISP of 62.5 percent or higher may be eligible to be reimbursed at the free meal rate for **all** meals served.
- The U.S. Department of Agriculture (USDA) is allowed to change the multiplier factor each SY to a number between 1.3 and 1.6, resulting in different multipliers for different schools. However, the multiplier will be determined in year one and will remain the same for the four-year cycle.
- Participating schools are guaranteed to receive the same or higher reimbursement rate for each year of the four-year cycle, based on the ISP each April 1.
- If the ISP **increases** as of April 1 in any year of the four-year cycle, an LEA may apply to use the higher ISP to calculate reimbursement claims for the following school year.
- If the ISP **decreases** in any year of the four-year cycle, the reimbursement rate for the following school year will be paid based on the ISP determined in year one.
- If the ISP decreases at a school to lower than 40 percent but is at least 30 percent in year four, the school can qualify for a grace year and continue with the CEP for a fifth year. Reimbursements in the grace year will be paid based on the ISP rate as of April 1 of year four.
- The USDA has developed a worksheet to estimate the monthly federal reimbursement to be received when participating in the CEP. Each school and/or District needs to determine if the costs are outweighed by the benefits. A copy of the worksheet is available on the California Department of Education [CEP Web page](#).
- Schools on the CEP may establish a Local Control Funding Formula (LCFF) base year for LCFF purposes. Schools using this option to establish a new LCFF base year only must collect income data for all eligible students at least once every four years, and collect income data for every newly enrolled student in the intervening years. For further information regarding an LCFF base year, see the [LCFF Frequently Asked Questions Web page](#).
- Sample Alternative Data Collection Forms are available to be used to calculate the school's LCFF and eligibility for other programs. The cost of collecting and processing the alternate form cannot be paid out of the school food service account and no reference can be made to the National School Lunch or School Breakfast Programs on the alternative form. Sample forms are posted on the CDE Frequently Asked Questions Web page noted above.

Benefits

- All students receive two healthy meals at no charge. Students that have access to better nutrition tend to perform better academically, have better health, and maintain better school attendance.
- Paperwork for schools and families is dramatically reduced. Schools participating in the CEP no longer have to collect and certify applications or complete the annual Verification Process.
- Meal lines will move more quickly, because meal counting and claiming is simplified. Staff will not have to categorize each meal served as free, reduced-price, or paid.

Contact Information

If you have questions about the CEP, contact your School Nutrition Program County Specialist. A list of specialist names with contact information is available in the Child Nutrition Information Payment System Download Forms section entitled "Caseload". You may also contact the Nutrition Services Division at 800-952-5609.

Questions: Nutrition Services Division | 800-952-5609

Last Reviewed: Wednesday, May 2, 2018

This institution is an equal opportunity provider.
Esta institución es un proveedor que ofrece igualdad de oportunidades.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 06/04/2018

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 06/13/2018

ITEM:

Consider approval of the renewal of services with the San Joaquin Valley Purchasing Co-op.

PURPOSE:

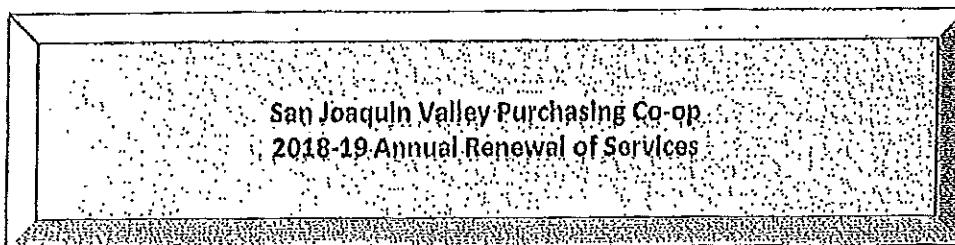
The Food Services department utilize purchasing Cooperatives to access better prices by combining the bids of several districts in an attempt to lower the unit price due to the volume. This is a renewal of such an arrangement with the San Joaquin Valley Purchasing Co-op.

FISCAL IMPACT:

There should be saving associated with the volume purchasing arrangement.

RECOMMENDATIONS:

Approve the renewal of services with the San Joaquin Valley Purchasing Co-op.



Member District: *Insert District Member Name*

Henford

Please check () your response:

X	We plan to CONTINUE membership with The San Joaquin Valley Purchasing Co-op for SY2018-19.
	We do NOT plan to continue membership with The San Joaquin Valley Purchasing Co-op for SY2018-19.

District name is the Lead Agency of the San Joaquin Valley Purchasing Co-op (SJVP Co-op) with authority to contract for purchased foods and related services on behalf of Member Districts.

The parties agree as follows:

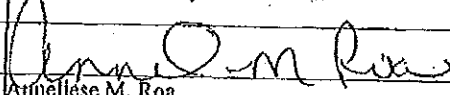
1. Both parties are responsible for compliance with USDA and the California Department of Education, Nutrition Services Division policies and regulations.
2. Member District agrees to abide by the current SJVP Co-Op By-Laws as approved by the Member Districts.
3. Member District shall read all correspondence from the SJVP Co-Op and respond promptly as indicated.
4. Member District shall maintain accurate contact information with the SJVP Co-Op to assure proper correspondence is maintained.
5. Member District agrees to complete the annual usage documents with accurate information, typically requested in February.
6. Member District agrees to verify contract pricing for purchased items they receive on bid, and monitor contract pricing throughout the school year. Reported discrepancies shall be addressed promptly with distributor and/or vendor.
7. Termination from the SJVP Co-op shall be made in writing to the Lead Agency no later than February 1, to take effect June 30.
8. Fees are paid by Member District directly to the Lead Agency, and include shared cost of advertising of bids, printing, and postage. Member District agrees to remit promptly upon receipt of invoice.

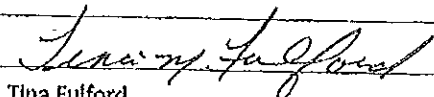
9. Provide current contact information for two (2) individuals at your district/agency:

Nutrition Services Director	
Name	Anneliese Ron
Title	Program Manager
Telephone	559-585-3632
Email	arona@hanfordesd.org

Additional Contact	
Name	Diana Medellin
Title	Supervisor-Food Services
Telephone	559-585-3633
Email	dmedellin@hanfordesd.org

By signing this, I certify that I am an authorized representative of the Member District and agree to adhere to the terms specified herein.

Member District	Hanford Elementary School District
Signature	
Print Name	Anneliese M. Ron
Title	Program Manager HESD Food Services
Date	12/14/17

Lead Agency -- unknown	
Signature	
Print Name	Tina Fulford
Title	Chair President of SJVP Coop
Date	01-23-18

Return signed copy by December 07, 2017 to Tina Fulford at tinafulford@rjusd.org, Phone:(559) 867-86122611, Fax:(559) 867-6722

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 06/04/2018

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 06/13/2018

ITEM:

Consider approval of the renewal of services and memorandum of understanding with the Super Co-op.

PURPOSE:

The Food Services department utilize purchasing Cooperatives to access better prices by combining the bids of several districts in an attempt to lower the unit price due to the volume. This a renewal of such an arrangement with the Super Co-op.

FISCAL IMPACT:

There should be saving associated with the volume purchasing arrangement.

RECOMMENDATIONS:

Approve the renewal of services and memorandum of understanding with the Super Co-op.

SY2018-19 Annual Renewal of Services
Super Co-Op
A California USDA Foods Cooperative



Member District: Hanford Elementary School District

Please check (✓) your response:

X	We plan to CONTINUE membership with Super Co-Op for SY2018-19.
	We do NOT plan to continue membership with Super Co-Op for SY2018-19. What alternate USDA Foods delivery method do you plan to use? _____

Santa Clarita Valley School Food Services Agency is the Lead Agency of the Super Co-Op with authority to contract for USDA Foods and related services on behalf of Member Districts.

The parties agree as follows:

1. Both parties must remain eligible for receipt of United States Department of Agriculture donated commodity foods (USDA Foods) as determined by the California Department of Education, Nutrition Services Division.
2. Both parties are responsible for compliance with USDA and the California Department of Education, Nutrition Services Division policies and regulations.
3. SY2018-19 Fees:
 Membership Fees are paid by Member District directly to the Lead Agency, billed in July 2017.
 Annual Renewal Fee beginning the 2nd year of membership shall be 0.3% of the current year USDA Foods estimated entitlement.
 State Administrative Fee of \$0.90 per case/unit of USDA Foods direct delivery and diverted to processors.
 Delivery fees as per member district selected distributors.
 All fees subject to change, as approved by the Super Co-Op Governing Council.
 Member District agrees to remit all Super Co-Op fees promptly upon receipt of invoice.
4. Member District agrees to abide by the current Super Co-Op Governing Rules as approved by the Governing Council.
5. Member District agrees to maintain general liability, property damage, workers' compensation, auto insurance, and any other insurance as required to protect the parties' interests regarding the USDA Foods received and stored.
6. Member District shall respond to pre-planners and offerings promptly.
7. Member District shall read all correspondence from the Super Co-Op and respond promptly as indicated.
8. Member District shall maintain accurate contact information with the Super Co-Op to assure proper routing of invoices and correspondence.
9. Member District agrees to complete the annual Food Distribution Program Annual Commodity Contract Packet in CNIPs when notified by the California Department of Education, typically in May.

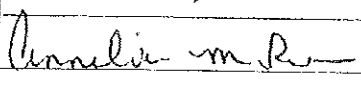
10. Member District agrees to verify Value Pass Through (VPT) for all processed USDA Foods purchased and monitor entitlement balance ensuring that processed product is reported correctly by distributors and processors. Discrepancies shall be addressed promptly with USDA Foods distributor and/or processor.
11. Termination of the Assignment of USDA Foods shall be made in writing to the Lead Agency no later than December 10 to take effect the following June 30.
12. Provide current contact information for three (3) individuals at your district/agency:

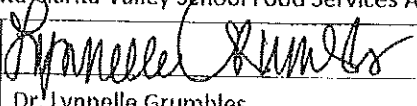
Nutrition Services Director	
Name	Anneliese Roa
Title	Food Service Program Manager
Telephone	(559) 585-3632
Email	aroa@hanfordesd.org

Accounts Payable Contact	
Name	Amy Oliveira
Title	Account Technician
Telephone	(559) 585-3620
Email	aoliveira@hanfordesd.org

Additional Contact for USDA Foods management	
Name	Diana Medellin
Title	Supervisor, Food Services
Telephone	(559) 585-5633
Email	dmedellin@hanfordesd.org

By signing this, I certify that I am an authorized representative of the Member District and agree to adhere to the terms specified herein.

Member District	Hanford Elementary School District
Signature	
Print Name	Anneliese M. Roa
Title	Food service Program Manager
Date	11/21/17

Lead Agency – Santa Clarita Valley School Food Services Agency	
Signature	
Print Name	Dr. Lynnelle Grumbles
Title	Chief Executive Officer
Date	November 21, 2017

Return signed copy by December 1, 2017 to Lynnelle Grumbles at the Lead Agency.
 LGrumbles@scvsa.net Phone (661) 295-1574 x103 Fax (661) 295-0981

Roa, Anneliese

From: Cynthia Barcelo (Super-Coop) <CynthiaBarcelo@Super-Coop.org>
Sent: Friday, May 04, 2018 10:08 AM
Subject: Super Co-Op: Renewal of Brown Box Distribution Contract

Dear Super Co-Op Member Districts,

On behalf of the Super Co-Op Member Districts, the board of Directors of the Santa Clarita Valley School Food Services Agency has approved a renewal of RFP No. 13-14-01012014-1 for USDA Foods (Brown Box) Distribution for SY2018-19 with gold Star Foods. This contract was originally from July 1, 2014 through June 30, 2015 with Gold Star Foods for the receiving and delivery of USDA Foods Direct Delivery (brown box) to Super Co-Op Member Districts. It has been renewed each subsequent year under the original terms and conditions. This renewal offer extended the current contract with a 2.1% increase in fees with other terms and conditions unchanged, through June 30, 2019. This is the fifth (5th) and last annual extension for this contract.

The price increases in each category would be as follows:

Category	Current Price	NEW Price
USDA product delivery	\$ 1.70	\$ 1.74
USDA product pick-up	\$ 1.45	\$ 1.48
Additional site fee delivery	\$ 0.75	\$ 0.77
Extended storage	\$ 0.60	\$ 0.61
DoD product delivery	\$ 2.50	\$ 2.55

Please contact me if you have any questions.

All the Best, Lynnelle

Dr. Lynnelle Grumbles, RD, SNS, Chief Executive Officer

Super Co-Op Lead Agency

Santa Clarita Valley School Food Services Agency ■ 25210 Anza Drive, Santa Clarita, CA 91355 ■ Ph (661) 295-1574 x103
 ■ Fax (661) 295-0981 ■ LGrumbles@scvsfsa.net ■ www.scvschoolnutrition.org ■ www.Super-Coop.org



Best Regards,

Cynthia Barcelo

Super Cooperative Administrator

3781 East Airport Dr. | Ontario, CA 91761

Office: 909-843-9640 | Fax: 909-843-9641

CynthiaBarcelo@Super-Coop.org | www.super-coop.org

"You make the choice, we make it happen"