

Hanford Elementary School District

REGULAR BOARD MEETING AGENDA

Wednesday, May 9, 2018

Monroe Elementary Library

300 Monroe Dr., Hanford, CA

**NOTE LOCATION
CHANGE**

OPEN SESSION

5:30 p.m.

- Call to Order
- Members Present
- Pledge to the Flag
- Monroe Elementary School Highlight – Julie Pulis, Principal

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
- e) HESD Educational Foundation mini-grant presentations – Vanessa Gomez, Richmond

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 April 20, 2018 and April 27, 2018.
- b) Approve minutes of Regular Board Meeting held on April 25, 2018.
- c) Approve interdistrict transfers as recommended.
- d) Approve donation of snow cone machine valued at \$250.00 from Kings County Sheriff's Department Explorer Program to Hamilton to be used during READY program and school activities and events.
- e) Approve donation of \$55.00 from Spirit and Pride to Monroe for Materials and Supplies.
- f) Approve donation of \$1,950.00 from PTC to Monroe for cement bench (campus beautification) and EOY Zero Citation Activity.
- g) Approve donation of \$2,300.00 from PTC to Roosevelt for purchase of yearbooks.

3. INFORMATION ITEMS

- a) Receive for information results from the 2017-2018 HESD Student LCAP Survey (Carlton)
- b) Receive for information the Laptop Computer Take-Home Pilot at John F. Kennedy and Woodrow Wilson Junior High Schools. (Carlton)
- c) Receive for information a report from the Parent Advisory Committee Meeting held on March 13, 2018 (for meeting #3) (Carlton)
- d) Receive for information a report from the District English Learner Advisory Committee (DELAC) for the meeting held on March 14, 2018 (for meeting #3) (Gomez)

- 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.

- e) Receive for information the District's initial proposal to California School Employees Association (CSEA) for 2018-2019 amendments to the 2017-2020 Collective Bargaining Agreement between Hanford Elementary School District (HESD) and CSEA (reopened articles) (Martinez)
- f) Receive for information the California School Employee Association's (CSEA's) initial proposal for 2018-2019 amendments to the 2017-2020 Collective Bargaining Agreement between Hanford Elementary School District (HESD) and CSEA (reopened articles) (Martinez)
- g) Receive for information the following revised Board Bylaw: (Gabler)
 - BB 9323 – Meeting Conduct
- h) Receive for information the following revised Board Policy and Administrative Regulation: (Gabler)
 - BP/AR 5022 – Student and Family Privacy Rights

4. BOARD POLICIES AND ADMINISTRATION

- a) Consider approval of Agency Agreement and Memorandum of Understanding for Migrant Summer School programs operated by the Tulare County Office of Education/Migrant Region VIII (Gomez)
- b) Consider approval of Memorandum of Understanding between Kings View Counseling Services and the Hanford Elementary School District (McConnell)
- c) Consider approval of agreement with Hazard Management Services for the inspection, testing and monitoring of asbestos for Roosevelt Elementary School (Mulligan)
- d) Consider approval of consultant contract with Key2Ed, Facilitated IEPs to provide two days of Professional Development (Rubalcava)
- e) Consider approval of Consultant Contract with Conscious Teaching to provide three days of Professional Development (Rubalcava)
- f) Consider approval of consultant contract with Kings County Office of Education, NGSS Consultant, Daniel Cantelmi to provide up to eight days of Professional Development (Rubalcava)
- g) Consider adopting and purchasing Studies Weekly for K-6 Students, and Pearson, My World Interactive, for grades 7-8 (Rubalcava)
- h) Consider approval of the Comprehensive Safety Plan for HESD Schools (Strickland)
For the CSP go to: <http://www.hesd.k12.ca.us/District/Department/5-Student-Services-Registration/Portal/Comprehensive-Safety-Plan>

5. PERSONNEL (Martinez)

- a) Employment
Certificated, effective 8/9/18
 - Lucy Brieno, Probationary
 - Sharon Rosales, Probationary
 - Jamee Serrato, Probationary
 - Brittany Young, Probationary
- b) Short-term Employment
CERTIFICATED STAFF SUMMER PROGRAMS
Summer Enrichment Program at Lee Richmond School, June 14 – June 29, 2018 – 5.5 Hours/Day
 - Dorian Cronk, Summer Program Administrator, effective 6/22/18 - 6/29/18, revised

- Amy Fochetti, Summer Program Administrator, effective 6/14/18 - 6/21/18, revised
- c) Resignations
 - Denise Hurt, Special Education Aide – 5.0 hrs., Wilson, effective 6/6/18
 - Terri Lindsey, School Nurse, effective 6/29/18
 - Lisa Polder, Teacher, Wilson, effective 6/6/18
 - Tonya Sims, Food Service Utility Worker – 3.5 hrs., Food Services, effective 4/18/18 (revised)
 - Madasen Torres, Yard Supervisor – 2.5 hrs., Monroe, effective 6/6/18
 - Ashley Urbano, Special Education Aide – 5.0 hrs., Richmond, effective 6/6/18
- d) Retirement
 - Rose Garza, Bilingual Aide – 4.0 hrs., Wilson, effective 6/6/18
- e) Leave of Absence
 - Mary Detlefsen, Band Teacher, Jefferson, effective 2018-19 school year, child rearing
- f) Job Description
 - Program Manager, Transportation Services (revised)
- g) Volunteers

<u>Name</u>	<u>School</u>
Ana Reyes	Hamilton
Henry Ordonez	Jefferson
Susana Russell	Jefferson
Hollie Maroon	Monroe
Paige Sanchez	Roosevelt
Jennifer Ramos	Simas

6. FINANCIAL (Endo)

- a) Consider approval of the Comprehensive Facilities Maintenance Plan

CLOSED SESSION

- **Student Discipline** *(Education Code Section 48918... requires closed sessions in order to prevent the disclosure of confidential student record information)*
 - Administrative Panel Recommendations**
 - Case# 18-32 – Kennedy
- **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 and HETA
 - Public Employee Performance Evaluation (GC 54957) – Superintendent

OPEN SESSION

- Take action on closed session items

ADJOURN MEETING

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Board of Trustees

FROM: Joy C. Gabler

DATE: 04/12/18

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☒ Information – Presentations, Reports and Communications
☐ Action

Date you wish to have your item considered: 05/09/18

ITEM: HESD Educational Foundation Mini-Grant Presentation:
Vanessa Gomez, Richmond

PURPOSE: The HESD Educational Foundation offered district teachers an opportunity to secure funding up to \$1,000 for special classroom projects. Recipients will present a short highlight their projects.

FISCAL IMPACT: None

RECOMMENDATIONS: None

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 04/30/2018

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 05/09/2018

ITEM:

Consider approval of warrants.

PURPOSE:

The administration is requesting the approval of the warrants as listed on the registers dated: 04/20/18 and 04/27/18.

FISCAL IMPACT:

See attached.

RECOMMENDATIONS:

Approve the warrants.

Warrant Register For Warrants Dated 04/20/2018

Warrant Number	Vendor Number	Vendor Name	Amount
12576420	6934	BLANCA ALVARADO-CABRERA Travel & Conf	\$100.00
12576421	59	AMERIPRIDE UNIFORM SERVICES Laundry/Mop/Mat Services	\$338.63
12576422	6253	AT&T Telephone	\$1,602.59
12576423	3947	ATKINSON ANDELSON LOYA RUUD & ROMO Legal	\$1,912.31
12576424	4119	KRISTINA BALDWIN Travel & Conf	\$100.00
12576425	3258	BANK OF AMERICA Travel & Conf	\$4,899.81
12576426	7063	BESTWAY SANDWICHES INC Food	\$3,397.56
12576427	3654	JOSEFA BUSTOS-PELAYO Travel & Conf	\$100.00
12576428	6037	CA SCHOOL EMPLOYEE ASSN – CSEA Travel & Conf	\$218.00
12576429	242	STATE OF CALIFORNIA Fuel	\$44.32
12576430	263	DOUGLAS CARLTON Travel & Conf	\$100.00
12576431	7154	CCSESA Travel & Conf	\$1,000.00
12576432	303	CHAFFEE ZOO Study Trip	\$759.00
12576433	4713	STACEY CLAYCAMP Travel & Conf	\$100.00
12576434	3068	DEBRA COLVARD Travel & Conf/Mileage	\$79.27
12576435	4925	LINDA CRUZ Mileage	\$40.33
12576436	486	KENNY EGGERT Travel & Conf	\$329.73
12576437	497	EMPLOYMENT DEVELOPMENT DEPT. State Unemployment Insurance	\$5,276.72
12576438	3043	ENCHANTED PLAYHOUSE Study Trip	\$330.00
12576439	2155	JAVIER ESPINDOLA Travel & Conf	\$100.00
12576440	6453	FLOWERS BAKING COMPANY Food	\$2,294.00
12576441	6173	FP MAILING SOLUTIONS Repairs	\$637.77
12576442	1769	FRESNO PRODUCE Food	\$15,344.21
12576443	556	JOY GABLER Travel & Conf	\$100.00
12576444	3175	JEFF GARNER Travel & Conf	\$100.00
12576445	1393	GAS COMPANY Gas	\$612.83
12576446	591	GOLD STAR FOODS Food	\$25,465.98
12576447	5541	JOANN GRAHAM Travel & Conf/Mileage	\$41.34
12576448	5913	JAMI JENKINS Travel & Conf	\$24.00
12576449	1931	KCSBA Travel & Conf	\$25.00
12576450	5290	KEENAN & ASSOCIATES Insurance	\$497.00
12576451	801	KINGS COUNTY MOBILE LOCKSMITH Repairs	\$164.69
12576452	796	KINGS COUNTY OFFICE OF ED Travel & Conf	\$450.00
12576453	827	LA TAPATIA TORTILLERIA INC. Food	\$646.36
12576454	986	LAWNMOWER MAN Grounds Services	\$102.96
12576455	838	LAWRENCE TRACTOR COMPANY Maint/Grounds Supplies	\$348.07
12576456	5570	MATELOT GULCH MINING Study Trip	\$693.00
12576457	7158	MDR UTILITY LOCATING SPECIALIST INC. Buildings & Improvements	\$2,000.00
12576458	3910	CHRISTINA MORA Parent Inv Matl's	\$62.86
12576459	2909	MARCELA NICOLE NASH Travel & Conf	\$100.00
12576460	5510	NEWEGG.COM IT Matls	\$233.44
12576461	1058	OFFICE DEPOT Office Supplies	\$258.85
12576462	6257	ORCHARD SUPPLY HARDWARE Grounds/Maint/Transportation Supplies	\$1,658.11
12576463	5111	P & R PAPER SUPPLY COMPANY INC Kitchen Supplies	\$3,707.64
12576464	3072	JENNIFER PITKIN Supplies	\$197.21
12576465	1168	PRODUCERS DAIRY PRODUCTS Food	\$11,970.49
12576466	1184	PROGUARD SERVICE & SOLUTIONS Kitchen Services	\$535.33
12576467	2993	TIM REVIOUS Travel & Conf	\$100.00

Warrant Register For Warrants

Dated 04/20/2018

Warrant Number	Vendor Number	Vendor Name	Amount
12576468	6499	VERONICA REYNOSO Travel & Conf	\$100.00
12576469	1232	RICHARD'S TREE SERVICE Repairs	\$6,650.00
12576470	5456	RICK'S VENDING Inst'l Matl's	\$196.71
12576471	3851	PATRICIA RODRIGUEZ Travel & Conf	\$100.00
12576472	4511	DOUG ROSE Maint Supplies	\$39.95
12576473	2646	JILL RUBALCAVA Travel & Conf	\$100.00
12576474	1303	SAVE MART SUPERMARKETS Food	\$79.98
12576475	4112	ANTHONY SILVA Travel & Conf	\$12.00
12576476	1356	SILVAS OIL COMPANY INC. Fuel	\$587.60
12576477	1801	SMART & FINAL STORES (HFD KIT) Food	\$363.64
12576478	3800	SONITROL OF FRESNO Leases	\$10,461.08
12576479	1392	SOUTHERN CALIFORNIA EDISON CO. Electricity	\$25,895.24
12576480	6785	SPY SCREEN & IMAGE PRINTING Banners	\$3,928.50
12576481	1403	STANISLAUS FOUNDATION – DENTAL Other Services	\$18,105.80
12576482	3728	JASON STRICKLAND Office Matls	\$188.73
12576483	2188	SUPPLYWORKS Warehouse	\$428.37
12576484	1444	SYSCO FOODSERVICES OF MODESTO Food/Kitchen Supplies	\$28,455.27
12576485	6823	TCG GROUP HOLDINGS Other Services	\$256.00
12576486	1466	TERMINIX INTERNATIONAL Pest Control	\$25.00
12576487	6944	TETER LLP Buildings & Improvements	\$6,568.18
12576488	1508	U.S. POSTAL SERVICE (CMRS-FP) Postage	\$4,000.00
12576489	3154	UPS Postage	\$127.32
12576490	2404	VAVRINEK TRINE DAY & CO. LLP Audit Expenses	\$3,048.00
12576491	3863	WILLIAM WILKINSON Mileage	\$71.61

Total Amount of All Warrants:

\$198,988.39

Credit Card Register For Payments
Dated 04/20/2018

Document Number	Vendor Number	Vendor Name	Amount
14022687	415	DELRAY TIRE & RETREADING INC. Repairs	\$575.61
14022688	4141	HMS INC Repairs	\$2,929.50
14022689	4381	STAPLES - BUSINESS ADVANTAGE Office Supplies	\$2,312.09
Total Amount of All Credit Card Payments:			\$5,817.20

Warrant Register For Warrants

Dated 04/27/2018

Warrant Number	Vendor Number	Vendor Name	Amount
12577280	6403	A BOUNCIN' BLAST Inst'l Consultant	\$1,475.00
12577281	7152	AED SUPERSTORE Medical Supplies	\$175.68
12577282	6431	AMAZON.COM Office Supplies/Inst'l Matl's	\$7,375.74
12577283	5638	AMERICAN SAFETY & HEALTH Medical Matl's	\$466.17
12577284	6253	AT&T Telephone	\$97.80
12577285	4119	KRISTINA BALDWIN Study Trips	\$391.58
12577286	6119	BLACKBOARD INC Software License	\$5,800.00
12577287	150	BLINDS ETC. Repairs	\$25.00
12577288	6696	BOUNCY BANDS Psychology Matl's	\$176.37
12577289	236	STATE OF CALIFORNIA Other Services	\$1,040.00
12577290	7125	CAPITAL DATA INC. Tech Supplies	\$3,410.05
12577291	3012	CBS DOOR Maintenance Supplies	\$32.66
12577292	1667	CDW GOVERNMENT INC. Equipment/Tech Matl's	\$1,171.89
12577293	299	CENTRAL VALLEY COMP. CARE INC. Other Services	\$79.00
12577294	6099	CENTRAL VALLEY GOLF & UTILITY VEHICLES Equipment	\$4,450.88
12577295	303	CHAFFEE ZOO Study Trips	\$1,146.00
12577296	3068	DEBRA COLVARD Mileage	\$97.34
12577297	7160	CREATIVE ALTERNATIVES SCHOOL Other Services	\$3,369.00
12577298	6957	SARA CRISP Supplies	\$26.97
12577299	3618	CURRICULUM ASSOCIATES INC. Books	\$1,646.93
12577300	4815	DIGITECH INTEGRATIONS INC Other Services	\$288.00
12577301	4512	DIV. OF STATE ARCHITECT Buildings & Improvements	\$4,721.70
12577302	1393	GAS COMPANY Gas	\$553.18
12577303	641	HANFORD ELEM. REVOLVING FUND Books/Postage	\$427.75
12577304	632	CITY OF HANFORD Water/Sewer	\$34,462.87
12577305	1252	JOE ROBINSON CONCRETE Repairs	\$3,029.00
12577306	793	KINGS ART CENTER Art Presentation	\$100.00
12577307	6188	JULIE KOS Payroll Liability Holding	\$8.91
12577308	6962	KRAZAN AND ASSOCIATES INC. Buildings & Improvements	\$3,244.00
12577309	820	SHEILA E KURTZ READY Matl's	\$8.58
12577310	5307	JENNIFER LEVINSON Mileage	\$161.32
12577311	912	MANGINI ASSOCIATES INC. Other Services	\$2,050.00
12577312	1058	OFFICE DEPOT Office Supplies	\$692.10
12577313	1232	RICHARD'S TREE SERVICE Repairs	\$4,000.00
12577314	1253	ROBINSON'S INTERIORS INC. Repairs	\$20,163.00
12577315	4366	SCOUT ISLAND EDUCATION CENTER Study Trip	\$600.00
12577316	7164	DOUGLAS SHEETER Payroll Liability Holding	\$4.69
12577317	6326	SHANNON SHUKLIAN Parent Inv Supplies	\$17.26
12577318	1356	SILVAS OIL COMPANY INC. Fuel	\$631.81
12577319	1392	SOUTHERN CALIFORNIA EDISON CO. Electricity	\$298.49
12577320	2031	SOUTHWEST SCH & OFFICE SUPPLY Warehouse	\$1,114.03
12577321	1403	STANISLAUS FOUNDATION – DENTAL Other Services	\$18,646.20
12577322	3154	UPS Postage	\$54.98
12577323	1558	VERIZON WIRELESS Telephone	\$241.25
12577324	1575	WALMART COMMUNITY RFCSLLC Inst'l Matl's	\$1,076.19
12577325	6395	DENISE WESTLUND Incentives	\$16.98

Total Amount of All Warrants:

\$129,066.35

Credit Card Register For Payments
Dated 04/27/2018

Document Number	Vendor Number	Vendor Name	Amount
14022754	2763	AMSTERDAM PRINTING & LITHO Inst'l Matl's	\$678.57
14022755	5339	BEYOND MENTION DESIGNS LLC Printed Matl's	\$502.97
14022756	5690	INDOFF INCORPORATED Facilities Matl's	\$551.26
Total Amount of All Credit Card Payments:			\$1,732.80

Hanford Elementary School District
Minutes of the Regular Board Meeting
April 25, 2018

Minutes of the Regular Board Meeting of the Hanford Elementary School District Board of Trustees on April 25, 2018 at District Office Board Room, 714 N. White Street, Hanford, CA.

- Call to Order** Vice President Revious called the meeting to order at 5:31 p.m. Trustee Garcia, Hernandez and Strickland were present. President Garner was absent.
- Closed Session** Trustees immediately adjourned to closed session for the purpose of:
- Personnel – Conference with Labor Negotiators - (GC 54957.6)
 Agency Representatives: J. Gabler & J. Martinez, Employee Organization: HETA
- Open Session** Trustees returned to open session at 5:51 p.m.
- HESD Managers Present** Joy C. Gabler, Superintendent, and the following administrators were present: Lindsey Calvillo, Doug Carlton, Debra Colvard, David Endo, Ramiro Flores, Matt Gamble, David Goldsmith, Lucy Gomez, Rick Johnston, Jaime Martinez, Karen McConnell, Gerry Mulligan, Jennifer Pitkin, Jill Rubalcava and Jay Strickland.
- Personnel** No action was taken by the Board.
- Public Comments** Todd Barlow, Superintendent of Kit Carson School addressed the board. He informed the Board that he is running for Kings County Superintendent of Schools and went over why he believes he is qualified for this position.
- Board and Staff Comments** Vice President Revious introduced and congratulated Lindsay Hastings for her new role as Principal at Washington Elementary School which will begin in the 2018-19 school year.
- Jaime Martinez Assistant Superintendent of Human Resources, introduced Gina Young, President of HETA. Gina said HETA unanimously voted and supports Todd Barlow and wished him well. Gina introduced two teachers of the negotiations team - Crystal Avila (HESD teacher for 13 years) and Garret Toy (HESD Teacher for 11 years). Two other members of the negotiations team were not present because they were at a track meet, they are Peter Gonsalves and Sara Crisp. Gina said the Union and the District have a very good relationship and she is looking forward to negotiations.
- Superintendent Joy Gabler gave a PowerPoint presentation with Hanford Elementary School highlights:
- Jefferson Charter Academy Science Olympiad Team are the Regional Competition Champions for 2nd year in a row!
 - Kathaleen Carri, John F. Kennedy Teacher, received a \$200.00 grant from the Retired Teachers Association for her JFK Yearbook class.
 - JFK 7th Grade Sequoia National Park Trip - Special thanks to Cheryll Lovett, Transportation Dispatcher and Patricia Soper, School Nurse. They took great lengths to make sure a JFK student with medical needs had the "best day ever" Cheryl invested her own time on the phone to persuade Golden Eagle Charter to get their mechanics to fix their lift on the bus which broke the evening prior to

the trip. Nurse Patty spent hours putting together another plan so the student could have her medical needs met on the trip. Both Cheryll and Nurse Patty did everything they could to get this student on this trip.

- Corporal Martinez is making a difference at Lee Richmond. He made a dream come true by having donuts with a student who loves police officers and wants to be one when he grows up! Superintendent Gabler read a section from an email from Lindsey Calvillo, Lee Richmond Principal which stated, "SRO's are not only there to help with "issues" that arise at a school, but they also help make dreams come true!" Lindsay Hastings, Learning Director shared that this student had suffered a medical condition earlier in the school year and mom shared with them that every time he sees a police officer, he goes up to them to shake their hands because he wants to be like them. They thought of the idea of having Corporal Martinez meet with this student for donuts.
- Superintendent Gabler congratulated Lee Richmond and Lincoln Elementary for receiving Gold Model School Awards. She thanked them for setting a standard for creating a positive learning environment for their students.
- Monroe Elementary Career day - Students met Jason Tenty from Marko Construction who built the new Administration/Library Building at Monroe. Students were very excited to meet him!
- Woodrow Wilson 8th Grade classes went on a trip to Yosemite National Park and kids loved it! For about 95% of the students it was their first time visiting Yosemite National Park.
- Superintendent Gabler gave an update on the District's Band Performances:
 - Jefferson Charter Academy
 - Symphonic Band - CMEA Festival, Scored: Superior (Highest possible)
 - Woodrow Wilson
 - Concert Band - CMEA Festival, Scored: Excellent (2nd highest possible)
 - Symphonic Band - CMEA Festival, Scored: Superior (Highest possible)
 - John F. Kennedy
 - Concert Band - CMEA Festival, Scored: Excellent (2nd Highest possible)
 - Symphonic Band - CMEA Festival, scored: Superior (Highest possible), also attended Fresno State Wind Festival received no ratings - just feedback.
 - Jazz Band - Cuesta College Jazz Festival, Scored: 2nd Place
- Superintendent Gabler closed her presentation by sharing that the District's Distinguished Schools and Distinguished District Awards made the news on the Hanford sentinel news paper's front page above the fold-line!

Requests to Address the Board

None

Dates to Remember

Vice-President Revious reviewed dates to remember: Girls Diamond Classic XXIV on April 27th at 3:30 p.m.; Varsity Baseball & Softball Tournaments April 28th at 9:00 a.m.; Boys Diamond Classic XXIV on May 1st at 4:30 p.m.; May 9th Regular Board Meeting.

Mini-grant Presentation

Darryn Elliott, 2nd grade teacher at Washington, stated the HESD Educational Foundation mini-grant funds were utilized to have students put together a book of what makes a good school and why Washington School is a great place to learn. They were able to put this book together, get it printed and give every student a copy of the book. They kept additional copies at the library. They also had a parent night and provided snacks while reviewing the finished book. Parents and students were very excited to view their finished work! Mr. Elliot presented each board member and Superintendent Gabler with a copy of the book.

CONSENT ITEMS

Trustee Strickland made a motion to take consent items "a" through "g" together. Trustee Hernandez seconded; motion carried 4-0:

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

Trustee Strickland then made a motion to approve consent items "a" through "g". Trustee Hernandez seconded; motion carried 4-0:

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

The items approved are as follows:

- a) Accept warrant listings dated March 30, 2018, April 6, 2018 and April 13, 2018.
- b) Approve minutes of Regular Board Meeting held on April 11, 2018.
- c) Approve interdistrict transfers as recommended.
- d) Approve donation of \$2,808.00 from PTC to Hamilton for student yearbooks, stinger store hats and READY Leadership T-Shirts.
- e) Approve donation of \$341.00 from PTC to Jefferson to be used to cover costs of science presentations by Aquarius Aquarium.
- f) Approve donation of \$200.00 from Leprino Foods Company to Roosevelt READY Program for purchase of attendance and behavior rewards.
- g) Approve donation of 100 books from the First Book Marketplace to Ms. Mizer's 2nd grade classroom at Roosevelt School to use as educational resources for students.

INFORMATION ITEMS

PAC

Doug Carlton, Director of Program Development, Assessment & Accountability, presented for information a report from the Parent Advisory Committee Meeting held on January 30, 2018 (for meeting #2). During the meeting, parents received information regarding the LCAP overview, California's New Accountability System, The CA School Dashboard, and information on Programs and services for English Learners. The PAC's recommendations to the District are to continue to provide the PAC with information on the district's LCAP planning process, goals, and services and receive input on the LCAP from the PAC. Also to continue to provide the PAC with information on HESD's performance in areas related to the State's Eight Priorities as shown on the California School Dashboard and to continue to provide the PAC with information on the achievement of student subgroups including English Learners.

Financial Report 7/01/17- 3/31/18	David Endo, Chief Business Official, presented for information the monthly financial reports for the period of 7/01/2017-3/31/2018.
Williams Uniform Complaints	Joy C. Gabler, Superintendent, reported to the Board that the District received no Williams Complaints for the second quarter (1/01/18 – 3/31/18) of the 2017-2018 school year.
DELAC	Lucy Gomez, Director of Curriculum and Instruction, presented for information a report from the District English Learner Advisory Committee (DELAC) Meeting held on January 31, 2018 (for meeting #2). The DELAC is similar to the PAC but specifically addresses English learners. Each school site has a representative. During the meeting parents received information on LCAP, the California School Dashboard, programs and services for English Learners, Consolidated Application for Funding and the District's reclassification procedures. The DELAC's recommendations to the District are to continue to offer and make an effort to expand parent academies, develop parent/student academy for junior high school parents/students, continue to support English Learners by providing teacher training, continue to support proficiency in two or more languages, and continue to offer ESL training opportunities for parents of EL students.
Monroe Administration/ Library Building	Gerry Mulligan, Director of Facilities and Operations, informed the Board that a notice of completion for the New Monroe Administration/Library Building project was filed with the Kings County Recorder's Office on April 10, 2018.

BOARD POLICIES AND ADMINISTRATION

Sublease Property	Trustee Strickland made a motion to approve Burris Park Foundation's request to sublease the Grangeville Boulevard & 12 th Avenue property to S & A Souza Farms. Trustee Garcia seconded; motion carried 4-0: Garcia – Yes Hernandez – Yes Revious – Yes Strickland – Yes
HESD's Initial Proposal	Trustee Garcia made a motion to approve the Hanford Elementary School District's initial proposal for amendments to the Collective Bargaining Agreement between Hanford Elementary School District (HESD) and Hanford Elementary Teachers Association (HETA) (reopened articles), for the 2018-2019 school year. Trustee Hernandez seconded; motion carried 4-0: Garcia – Yes Hernandez – Yes Revious – Yes Strickland – Yes
HETA's Initial Proposal	Trustee Garcia made a motion to approve the Hanford Elementary Teachers Association's (HETA's) initial proposal for 2018-2019 amendments to the Collective Bargaining Agreement between Hanford Elementary School District (HESD) and HETA (reopened articles). Trustee Hernandez seconded; motion carried 4-0: Garcia – Yes Hernandez – Yes

Revious – Yes
Strickland – Yes

**Local
Educational
Agency
Assurances**

Trustee Strickland made a motion to approve the Special Education Local Plan Area – Local Educational Agency Assurances. Trustee Garcia seconded; motion carried 4-0:

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

SMAA

Trustee Garcia made a motion to approve to continue contract with Madera County Superintendent of Schools in coordination of School-based Medi-Cal Administrative Activities (SMAA) medi-cal billing. Trustee Hernandez seconded; motion carried 4-0:

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

**Hazard
Management
Services, Inc.**

Trustee Strickland made a motion to approve consultant contract with Hazard Management Services, Inc. to perform the Asbestos Hazard Emergency Response Act (AHERA) three-year inspection of District Facilities. Trustee Hernandez seconded; motion carried 4-0:

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

PERSONNEL

Trustee Hernandez made a motion to take Personnel items "a" through "f" together. Trustee Garcia seconded; motion carried 4-0:

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

Trustee Hernandez then made a motion to approve Personnel items "a" through "f". Trustee Garcia seconded; the motion carried 4-0:

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

***Item "a" –
Employment***

The following items were approved:
Certificated, effective 8/9/18

- Danielle Ames, Teacher, Probationary
- Yolanda Bernal, Teacher, Probationary
- Gina Carinalli-Barnes, Teacher, Probationary
- Nicholas Grillias, Teacher, Probationary
- Laura Hicks, Teacher, Probationary
- Megan Letson, Teacher, Probationary
- Laura McCarty, Teacher, Probationary

- Audree Mercado, Teacher, Probationary
- Cindy Stowe, Teacher, Probationary
- Breanna Young, Teacher, Probationary

Temporary Employees/Substitutes/Yard Supervisors

- Tiffany Cantu, Short-term Yard Supervisor - .50 hr., Kennedy, effective 4/9/18 to 6/6/18
- Jessica Castro, Short-term READY Program Tutor – 4.5 hrs., Roosevelt, effective 4/3/18 to 6/6/18
- Jolee Davis, Short-term READY Program Tutor – 4.5 hrs., Roosevelt, effective 4/23/18 to 6/6/18
- Jazmine Gonzalez, Substitute Yard Supervisor, effective 4/23/18
- Sophia Medina, Folklorico Dance Coach, Jefferson Charter Academy, effective 4/3/18 to 5/25/18
- Yvette Mena, Short-term Yard Supervisor – 1.5 hrs., Richmond, effective 4/9/18 to 6/6/18
- Alan Miranda, Substitute Custodian I, effective 4/3/18
- Matthew Nash, Substitute Custodian I, effective 3/21/18
- Julie Neelings, Substitute Yard Supervisor, effective 4/5/18
- Donicia Parks, Short-term Special Education Aide – 5.0 hrs., Lincoln, effective 4/23/18 to 6/6/18
- Jessica Parra, Short-term Yard Supervisor – 1.25 hrs., Monroe, effective 4/3/18 to 6/6/18; Short-term Yard Supervisor – 1.75 hrs., King, effective 4/9/18 to 6/6/18
- Christine Payne, Short-term Yard Supervisor – 1.0 hr (M,T,W,F), Simas, effective 4/3/18 to 6/6/18
- Nallely Vargas Ramirez, Short-term Yard Supervisor – 1.75 hrs., Roosevelt, effective 4/3/18 to 6/6/18
- Carlos Perez-Reyna, Short-term Yard Supervisor – 1.5 hrs., (M,T,Th,F) and .50 (W), Roosevelt, effective 4/3/18 to 6/6/18
- Reid Robles, Substitute READY Program Tutor, effective 4/11/18
- Melissa Rodriguez, Short-term Yard Supervisor – 1.75 hrs., King, effective 4/3/18 to 6/6/18; Short-term READY Program Tutor – 4.5 hrs., King, effective 4/9/18 to 6/6/18
- Veronica Rodriguez, Short-term Yard Supervisor – 2.0 hrs., Hamilton, effective 4/3/18 to 6/6/18
- Veronica Rubalcava, Short-term Yard Supervisor – 3.0 hrs., Jefferson, effective 4/3/18 to 6/6/18
- Miriam Sanchez Rodriguez, Short-term Yard Supervisor – 2.5 hrs., Jefferson, effective 4/3/18 to 6/6/18
- Megan Schaub, Short-term READY Program Tutor – 4.5 hrs., Lincoln, effective 5/9/18 to 6/6/18
- Liliana Urbina, Short-term Yard Supervisor – 1.5 hrs., Simas, effective 4/3/18 to 4/27/18
- Sandra Virden, Short-term Yard Supervisor – 1.0 hr., Lincoln, effective 4/9/18 to 6/6/18

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

Certificated Staff Summer Programs

Special Education Extended School Year at Lee Richmond School – June 8-June 28, 2018 – 5.75 Hours/Day

- Samantha Wolfe, Teacher

Summer Enrichment Program at Lee Richmond School, June 14 - June 29, 2018 - 5.5 Hours/Day

- Dorian Cronk, Summer Program Administrator, effective 6/14/18 - 6/21/18
- Amy Fochetti, Summer Program Administrator, effective 6/22/18 - 6/29/18

- Josie Cavanaugh, Teacher
- Danielle Darpli, Teacher
- Gabriel de Leon, Teacher
- Leslie Griffith, Teacher
- Jaqueline Huerta, Teacher
- Damien Juarez, Teacher
- Megan Munro, Teacher
- Travis Paden, Teacher
- Paul Raymond, Teacher
- Diana Silva, Teacher

Nursing Services for Summer Enrichment Program at Lee Richmond School June 15 – June 29, 2018

- Kathleen Salyer, School Nurse, effective 6/15/18 for 4 Hours/Day and 6/18/18 - 6/22/18 – 5.5 Hours/Day

Nursing Services for Summer Migrant Program at Jefferson School – June 8 - 29, 2018

- Cara Cummings, School Nurse, effective 6/18/18 – 6/22/18 – 5 Hours/Day
- Terri Lindsey, School Nurse, effective 6/8/18 – 6/15/18 and 6/26/18 – 6/29/18 – 5 Hours/Day

Item "c" – Resignations

- Kerri Borba, Educational Interpreter – 6.5 hrs., Hamilton, effective 6/6/18
- Sheila Burke, Substitute Clerk Typist II and Media Services Aide, effective 8/15/16
- Jennifer Butts, READY Program Tutor – 4.5 hrs., Simas, effective 6/6/18
- Torrey Edwards, Teacher, Lincoln, effective 6/6/18
- Adrian Garcia, Special Education Aide – 5.0 hrs., Lincoln, effective 4/13/18
- Maureen Kuiper, Teacher, Lincoln, effective 6/6/18
- Erica McFarland, READY Program Tutor – 4.5 hrs., Roosevelt, effective 4/19/18
- Carmen Aurora Pimentel, Yard Supervisor – 2.0 hrs., Monroe, effective 3/23/18
- Michelle Simmons, Yard Supervisor – 3.0 hrs., Lincoln, effective 6/6/18
- Tonya Sims, Food Service Utility Worker – 3.5 hrs., Food Services, effective 4/20/18
- Liliana Urbina, Substitute Yard Supervisor, effective 4/27/18
- Alison Vidal, Substitute Special Education Aide and Yard Supervisor, effective 4/6/18

Item "d" – Retirement

- Edward Woughter, Transportation Program Manager – 8.0 hrs., Transportation/DSF, effective 7/31/18

Item "e" – Promotion/Transfer

- Lindsay Hastings, from Learning Director, Richmond to Principal, Washington, effective 2018-2019 school year
- Christopher Martin, from Groundskeeper II – 8.0 hrs., Grounds/DSF to Maintenance Worker II – 8.0 hrs., Maintenance/DSF, effective 4/16/18

Item "f" – Volunteers

<u>Name</u>	<u>School</u>
Miranda Mendoza-Robinson	Jefferson
Iliana Ordonez	Jefferson
Arizbeth Ramos	Jefferson
Beatriz Huizar (HESD Employee)	Jefferson/Simas
Victor Cuevas	King
Erika Galaviz	King
Carmen Hernandez	Simas
Julie Magana-Pacheco	Washington

FINANCIAL

Resolution

Trustee Strickland made a motion to approve Resolution #22-18, State Building Funds

#22-18

Application for Martin Luther King Jr. classroom wing. Trustee Hernandez seconded; motion carried 4-0:

Garcia – Yes

Hernandez – Yes

Revious – Yes

Strickland – Yes

Adjournment

There being no further business, Vice-President Revious adjourned the meeting at 6:38 p.m.

Respectfully submitted,

Joy C. Gabler,
Secretary to the Board of Trustees

Approved:

Jeff Garner, President

Lupe Hernandez, Clerk

No	A/D	Sch Req'd	Home Sch	Date
I-220	A	Simas	Pioneer	4/30/2018
I-221	A	Wilson	Lakeside	4/30/2018
I-222	A	Kennedy	Armona	4/30/2018

HANFORD ELEMENTARY SCHOOL DISTRICT

Agenda Request Form**TO:** Joy Gabler**FROM:** Ramiro Flores**DATE:** 4/18/18**FOR:** (X) Board Meeting
() Superintendent's Cabinet**FOR:** () Information
(X) Action

Date you wish to have your item considered: May 9, 2018

ITEM: Consider approval of donation to Hamilton School from:

- Kings County Sheriff's Department Explorer Program donated snow cone machine, value of \$250.00.

PURPOSE: To use for READY program student rewards and after school activities and events at the school.**FISCAL IMPACT:**


None.

RECOMMENDATION: Approve donation.

HANFORD ELEMENTARY SCHOOL DISTRICTAGENDA REQUEST FORM

TO: Joy Gabler

FROM: Julie Pulis



DATE: April 23, 2018

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

Date you wish to have your item considered: May 9, 2018

ITEM: Donation of \$55.00 from Spirit & PridePURPOSE: Accept donation of \$55.00 from Spirit & PrideMaterials & Supplies \$55.00
0100-1100-0-1110-1000-430000-024-0000FISCAL IMPACT (if any): \$55.00RECOMMENDATION (if any): Action.

HANFORD ELEMENTARY SCHOOL DISTRICTAGENDA REQUEST FORM

TO: Joy Gabler

FROM: Julie Pulis 

DATE: April 24, 2018

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

Date you wish to have your item considered: May 9, 2018

ITEM: Donation of \$1,950.00 from Monroe Parent Teacher ClubPURPOSE: Accept donation of \$1,950.00 from Monroe Parent Teacher ClubCement Bench – Campus Beautification \$1,205.00
0100-1100-0-1110-1000-440000-024-0000EOY Zero Citation Acitivity \$745.00
0100-1100-0-1110-1000-430000-024-0000FISCAL IMPACT (if any): \$1,950.00
RECOMMENDATION (if any): Action.

HANFORD ELEMENTARY SCHOOL DISTRICT**AGENDA REQUEST FORM**

TO: Joy Gabler

FROM: Anthony Carrillo AC

DATE: April 30, 2018

For: ☒ Board Meeting
☐ Superintendent's Cabinet

For: ☐ Information
☒ Action

Date you wish to have your item considered: May 9, 2018

ITEM: Donation of \$2,300.00 from Roosevelt Parent Club Accept donation

PURPOSE: of \$2,300.00 from Roosevelt Parent Club to be used towards
purchase of Yearbooks.

FISCAL IMPACT (if any): \$2300.00 increase to account #: 0100-0000-0-1110-
1000-571050-026-0000

RECOMMENDATION (if any): Accept donation

HANFORD ELEMENTARY SCHOOL DISTRICT**AGENDA REQUEST FORM**

TO: Joy Gabler

FROM: Doug Carlton

DATE: April 27, 2018

For: ☒ Board Meeting
☐ Superintendent's Cabinet

For: ☒ Information
☐ Action

Date you wish to have your item considered: May 9, 2018

ITEM: Receive information on the 2017-2018 Hanford Elementary Student LCAP Survey

PURPOSE: To provide students with the opportunity to provide input into the district's Local Control Accountability Plan

FISCAL IMPACT: Stakeholder input is a requirement of receiving funding under the Local Control Funding Formula

HANFORD ELEMENTARY SCHOOL DISTRICT**AGENDA REQUEST FORM**

TO: Joy Gabler

FROM: Doug Carlton

DATE: April 27, 2018

For: ☒ Board Meeting
☐ Superintendent's Cabinet

For: ☒ Information
☐ Action

Date you wish to have your item considered: May 9, 2018

ITEM: Receive information on the Laptop Computer Take-Home Pilot at John F. Kennedy and Woodrow Wilson Junior High Schools.

PURPOSE: To provide students with technology resources for homework.

FISCAL IMPACT: None

HANFORD ELEMENTARY SCHOOL DISTRICT**AGENDA REQUEST FORM**

TO: Joy Gabler

FROM: Doug Carlton

DATE: April 27, 2018

For: ☒ Board Meeting
☐ Superintendent's Cabinet

For: ☒ Information
☐ Action

Date you wish to have your item considered: May 9, 2018

ITEM: Receive for information a report from the District Parent Advisory Committee for the meeting held on March 13, 2018. (For PAC Meeting #3)

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

March 13, 2018

District Office Board Room 9:00 a.m.

714 N. White St

Hanford, CA 93230

The Parent Advisory Committee received information on the following topics:

- California Distinguished School Nominees
- Hanford Elementary LCAP Student Focus Group
- Hanford Elementary LCAP Student Survey
- Hanford Elementary Parent Survey
- Hanford Elementary Laptop Take-home Pilot
- LCAP Services Under Goal 1

The Parent Advisory Committee made the following recommendations:

- Continue to receive input on the LCAP from stakeholder groups including parents and students.
- Continue to provide students with access to technology resources.
- Continue to deliver a *Broad Educational Program* to students that includes art, music, physical education, study trips, visual and performing arts.

HANFORD ELEMENTARY SCHOOL DISTRICT**AGENDA REQUEST FORM**

TO: Joy Gabler

FROM: Lucy Gomez

DATE: April 27, 2018

For: ☒ Board Meeting
☐ Superintendent's Cabinet

For: ☒ Information
☐ Action

Date you wish to have your item considered: May 9, 2018

ITEM: Receive for information a report from the District English Learner Advisory Committee (DELAC) for the meeting held on March 14, 2018. (For DELAC Meeting #3)

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

Date of Meeting: March 14, 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 governing board on the establishment of district program, goals, and objectives for programs and services for English learners

The DELAC received information on the following topic:

- California Distinguished School/District nominations
- The California School Dashboard
 - Suspension Rates
 - Attendance Rates
 - Chronic Absenteeism
- LCAP services and programs related to these indicators

The DELAC made the following recommendations:

- Continue to monitor suspension, attendance, and chronic absenteeism rates and report information in these indicators to the DELAC.
- Continue to provide services and programs to students that are designed to reduce behavior incidents and keep them in school.

Hanford Elementary School District
PERSONNEL DEPARTMENT

AGENDA REQUEST FORM

TO: Joy Gabler

FROM: Jaime Martinez

DATE: May 2, 2018

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

(X) Information
() Action

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **May 9, 2018**

ITEM: Receive the District's Initial Proposal to California School Employees Association (CSEA) for 2018-2019 amendments to the 2017-2020 Collective Bargaining Agreement between Hanford Elementary School District (HESD) and CSEA (reopened articles).

PURPOSE: To initiate the negotiation process for 2018-2019 amendments to the Collective Bargaining Agreement between HESD and CSEA. The current 3-year Agreement allows for re-negotiating Article 22 Health and Welfare Benefits and/or Article 23 Pay and Allowances, and two additional Articles each.

The Rodda Act requires "sunshining" of initial proposal before negotiations commence.

FISCAL IMPACT: Unknown; proposal is subject to negotiation.

RECOMMENDATION: Receive proposal for information only.

**HANFORD ELEMENTARY SCHOOL DISTRICT'S
INITIAL PROPOSAL
CSEA CONTRACT REOPENERS 2018-2019
Effective July 1, 2018**

Article 22: Health and Welfare Benefits

Discuss changes to the District contribution towards health and welfare benefits in light of District and state budget conditions and in combination with any proposed salary increases.

Article 23: Pay and Allowances

Discuss salary increases in light of current District and State budget conditions.

***Continue discussion related to yard supervisors from Negotiations Session held on February 15, 2018.**

Hanford Elementary School District
HUMAN RESOURCES DEPARTMENT

AGENDA REQUEST FORM

TO: Joy Gabler

FROM: Jaime Martinez

DATE: May 2, 2018

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

(X) Information
() Action

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **May 9, 2018**

ITEM: Receive California School Employees Association's (CSEA's) Initial Proposal for 2018-2019 amendments to the 2017-2020 Collective Bargaining Agreement between Hanford Elementary School District (HESD) and CSEA (reopened articles).

PURPOSE: To initiate the negotiation process for 2018-2019 amendments to the Collective Bargaining Agreement between HESD and CSEA. The current 3-year Agreement allows for re-negotiating Article 22 Health and Welfare Benefits and/or Article 23 Pay and Allowances and two additional articles each.

The Rodda Act requires "sunshining" of initial proposal before negotiations commence.

FISCAL IMPACT: Unknown; proposal is subject to negotiation.

RECOMMENDATION: Receive proposal for information only.

California School Employees Association, and its Chapter #344 (CSEA)
2018-2019 Initial Contract Proposal
To
Hanford Elementary School District (District)

ARTICLE 23 – PAY AND ALLOWANCES

Modify classified salary schedule and pay and allowances to provide fair and equitable compensation for classified employees in the bargaining unit.

ARTICLE 22 – HEALTH AND WELFARE BENEFITS

Review and modify language to provide fair and equitable health and welfare benefits to CSEA classified employees.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Board of Trustees

FROM: Joy C. Gabler

DATE: 04/26/18

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☒ Information
☐ Action

Date you wish to have your item considered: 05/09/18

ITEM: Receive the following revised Board Bylaw for information:

- BB 9323 – Meeting Conduct

PURPOSE: The following Board Bylaw 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.

BB 9323 has been updated to reflect new law which requires the board to provide a member of the public who uses a translator at least twice the allotted time to address the board during board meetings, unless simultaneous translation equipment is used. The bylaw also clarifies that the board may refer to a member of the public to an appropriate complaint procedure, but cannot prohibit criticism of district employees, programs, or policies during a board meeting.

FISCAL IMPACT: None**RECOMMENDATIONS:** Consider for adoption at the next public Board Meeting.

Hanford ESD

Board Bylaw

Meeting Conduct

BB 9323

Board Bylaws

Meeting Procedures

All Governing Board ~~of Trustees~~ meetings shall begin on time and shall be guided by an agenda prepared ~~and delivered in advance to all~~ in accordance with Board members bylaws and posted and ~~to distributed in accordance with the Ralph M. Brown Act (open meeting requirements) and other persons upon request applicable laws.~~

(cf. 9322 - Agenda/Meeting Materials)

The Board president shall conduct Board meetings in accordance with Board bylaws and procedures that enable the Board to efficiently consider issues and carry out the will of the majority.

(cf. 9121 - President)

The Board believes that late night meetings deter public participation, can affect the Board's decision-making ability, and can be a burden to staff. Regular Board meetings shall be adjourned at 10:30 p.m. unless extended to a specific time determined by a majority of the Board. The meeting shall be extended no more than once and subsequently may be adjourned to a later date.

(cf. Quorum

~~A majority of the number of filled positions on the Board constitutes a quorum. (Education Code 5095, 35165)~~

~~Unless otherwise provided by law, affirmative votes by a~~ 9320 - Meetings and Notices)

Quorum and Abstentions

The Board shall act by majority vote of all of the membership ~~of the Board are required to approve any action under consideration, regardless of the number of members present. constituting the Board.~~ (Education Code 35164)

(cf. 9323.2 - Actions by the Board)

The Board believes that when no conflict of interest requires abstention, its members have a duty to vote on issues before them. When a member abstains, his/her abstention shall be considered

to concur with the action taken by the majority of those who vote, whether affirmatively or negatively.

(cf. 9270 - Conflict of Interest)

Public Participation

Members of the public are encouraged to attend Board meetings and to address the Board concerning any item on the agenda or within the Board's jurisdiction. So as not to inhibit public participation, persons attending Board meetings shall not be requested to sign in, complete a questionnaire, or otherwise provide their name or other information as a condition of attending the meeting.—

In order to conduct district business in an orderly and efficient manner, the Board requires that public presentations to the Board comply with the following procedures:—

1. The Board shall give members of the public an opportunity to address the Board on any item of interest to the public that is within the subject matter jurisdiction of the Board, either before or during the Board's consideration of ~~each~~the ~~item of business to be discussed at regular or special meetings.~~ (Education Code 35145.5; Government Code 54954.3)

2. At a time so designated on the agenda at a regular meeting, members of the public may bring before the Board, ~~at a regular meeting~~, matters that are not listed on the agenda. The Board ~~may refer such a matter to the Superintendent or designee or take it under advisement, but shall take no action or discussion on any item not take action at that time appearing on the posted agenda,~~ except as ~~allowed~~authorized by law. ~~The matter may be placed on the agenda of a subsequent meeting for action or discussion by the Board.~~ (Education Code 35145.5; Government Code 54954.2)

3. Without taking action, Board members or district staff members may briefly respond to statements made or questions posed by the public about items not appearing on the agenda. Additionally, on their own initiative or in response to questions posed by the public, a Board or staff member may ask a question for clarification, make a brief announcement, or make a brief report on his/her own activities. (Government Code 54954.2)

Furthermore, the Board or a Board member may provide a reference to staff or other resources for factual information, ask staff to report back to the Board at a subsequent meeting concerning any matter, or take action directing staff to place a matter of business on a future agenda. (Government Code 54954.2)

4. The Board need not allow the public to speak on any item that has already been considered by a committee composed exclusively of Board members at a public meeting where the public had the opportunity to address the committee on that item. However, if the Board determines that the item has been substantially changed since the committee heard ~~it~~the item, the Board shall provide an opportunity for the public to speak. (Government Code 54954.3)

(cf. 9130 - Board Committees)

5. A person wishing to be heard by the Board shall first be recognized by the president and shall then proceed to comment as briefly as the subject permits.

Individual speakers shall be allowed three minutes to address the Board on each agenda or ~~non-agenda~~nonagenda item. — The Board shall limit the total time for public input on each item to 20 minutes. — With Board consent, the Board president may increase or decrease the time allowed for public presentation, depending on the topic and the number of persons wishing to be heard. — The president may take a poll of speakers for or against a particular issue and may ask that additional persons speak only if they have something new to add.

In order to ensure that non-English speakers receive the same opportunity to directly address the Board, any member of the public who utilizes a translator shall be provided at least twice the allotted time to address the Board, unless simultaneous translation equipment is used to allow the Board to hear the translated public testimony simultaneously. (Government Code 54954.3)

6. The Board president may rule on the appropriateness of a topic—, subject to the following conditions:

a. If ~~the~~a topic would be ~~more~~ suitably addressed at a later time, the Board president may indicate the time and place when it should be presented.—

b. The Board shall not prohibit public criticism of its policies, procedures, programs, services, acts, or omissions. (Government Code 54954.3) — ~~In addition,~~

~~— Wheneverc. The Board shall not prohibit public criticism of district employees. However, whenever~~ a member of the public initiates specific complaints or charges against an individual employee, the Board president shall inform the complainant ~~that in order to protect the employee's right to adequate notice before a hearing of such complaints and charges, and also to preserve the ability of the Board to legally consider the complaints or charges in any subsequent evaluation of the employee, it is the policy of the Board to hear such complaints or charges in closed session unless otherwise requested by the employee pursuant to Government Code 54957 of the appropriate complaint procedure.~~

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 9321 - Closed Session Purposes and Agendas)

7. The Board president shall not permit any disturbance or willful interruption of Board meetings. Persistent disruption by an individual or group or any conduct or statements that threaten the safety of any person(s) at the meeting shall be grounds for the ~~chair~~president to terminate the privilege of addressing the Board.—

The Board may remove disruptive individuals and order the room cleared if necessary; ~~in~~. In this case, members of the media not participating in the disturbance shall be allowed to remain, and ~~individual(s)~~individuals not participating in such disturbances may be allowed to

remain at the discretion of the Board.— When the room is ordered cleared due to a disturbance, further Board proceedings shall concern only matters appearing on the agenda. (Government Code 54957.9)

When such disruptive conduct occurs, the Superintendent or designee shall contact local law enforcement as necessary.

~~(cf. 9324— Minutes and Recordings)~~

Recording by the Public

Members of the public may record an open Board meeting using an audio or video recorder, still or motion picture camera, cell phone, or other device, provided that the noise, illumination, or obstruction of view does not persistently disrupt the meeting. The Superintendent or designee ~~shall~~may designate locations from which members of the public may ~~broadcast, photograph or tape record open meetings~~make such recordings without causing a distraction.—

(cf. 9324 - Board Minutes and Recordings)

If the Board finds that noise, illumination, or obstruction of view related to these activities would persistently disrupt the proceedings, these activities shall be discontinued or restricted as determined by the Board. (Government Code 54953.5, 54953.6)

Legal Reference:

EDUCATION CODE

5095 Powers of remaining board members and new appointees

32210 Willful disturbance of public school or meeting a misdemeanor

35010 Prescription and enforcement of rules

35145.5 Agenda; public participation; regulations

35163 Official actions, minutes and journal

35164 Vote requirements

35165 Effect of vacancies upon majority and unanimous votes by seven member board

CODE OF CIVIL PROCEDURE

527.8 Workplace Violence Safety Act

GOVERNMENT CODE

54953.3 Prohibition against conditions for attending a board meeting

54953.5 Audio or video ~~tape~~-recording of proceedings

54953.6 Broadcasting of proceedings

54954.2 Agenda; posting; action on other matters

54954.3 Opportunity for public to address legislative body; regulations

54957 Closed sessions

54957.9 Disorderly conduct of general public during meeting; clearing of room

PENAL CODE

403 Disruption of assembly or meeting

COURT DECISIONS

City of San Jose v. Garbett, (2010) 190 Cal.App.4th 526

Norse v. City of Santa Cruz, (9th Cir. 2010) 629 F3d 966

McMahon v. Albany Unified School District, (2002) 104 Cal.App.4th 1275

Rubin v. City of Burbank, (2002) 101 Cal.App.4th 1194

Baca v. Moreno Valley Unified School District, ~~(C.D. Cal.)~~ (1996) 936 F.Supp. 719

ATTORNEY GENERAL OPINIONS

90 Ops.Cal.Atty.Gen. 47 (2007)

76 Ops.Cal.Atty.Gen. 281 (1993)

66 Ops.Cal.Atty.Gen. 336, ~~337~~ (1983)

63 Ops.Cal.Atty.Gen. 215 (1980)

61 Ops.Cal.Atty.Gen. 243, 253 (1978)

59 Ops.Cal.Atty.Gen. 532 (1976)

Bylaw HANFORD ELEMENTARY SCHOOL DISTRICT

adopted: November 15, 1997 Hanford, California

revised: September 19, 2001

revised _____

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Board of Trustees

FROM: Joy C. Gabler

DATE: 04/26/18

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☒ Information
☐ Action

Date you wish to have your item considered: 05/09/18

ITEM: Receive the following revised Board Policy and Administrative Regulations for information:

- BP & AR 5022 – Student and Family Privacy Rights

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.

BP/AR 5022 has been updated to reflect state law which prohibits the collection of social security numbers or the last four digits of social security numbers for such purposes and NEW LAW (AB 699) which prohibits the collection of information regarding the citizenship or immigration status of students or their families. Regulation reflects NEW LAW (AB 677) which prohibits the removal of questions pertaining to sexual orientation and/or gender identity from a voluntary survey that already contains such questions.

FISCAL IMPACT: None

RECOMMENDATIONS: Consider for adoption at the next public Board Meeting.

Hanford ESD

Board Policy

Student And Family Privacy Rights

BP 5022

Students

The Governing Board respects the rights of district students and their parents/guardians with regard to the privacy of their personal beliefs and the confidentiality of their personal information. ~~The Superintendent or designee shall develop regulations to ensure compliance with law when the district requests, retains, discloses, or otherwise uses the personal information of its students and their families.~~

(cf. 5020 - Parent Rights and Responsibilities)

(cf. 5021 - Noncustodial Parents)

(cf. 5125 - Student Records)

(cf. 5125.1 - Release of Directory Information)

(cf. 6162.8 - Research)

The ~~regulations shall, at a minimum, address the following: (20 USC 1232h)~~

~~1. Whether the district Superintendent or designee may collect the, disclose, or use students' personal information of for the exclusive purpose of developing, evaluating, or providing educational products or services for or to students or educational institutions, such as the following: (20 USC 1232h)~~

~~1. College or other postsecondary education recruitment or military recruitment~~

~~2. for marketing or sale~~

~~Book clubs, magazines, and programs providing access to low-cost literary products~~

~~3. Curriculum and instructional materials used by elementary and secondary schools~~

~~4. Tests and assessments to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about students (or to generate other statistically useful data for the purpose of securing such tests and assessments) and the subsequent analysis and public release of the aggregate data from such tests and assessments~~

(cf. 6162.5 - Student Assessment)

(cf. 6162.51 - State Academic Achievement Tests)

~~5. The sale by students of products or services to raise funds for school related or education-related activities~~

(cf. 1321 - Solicitation of Funds from and by Students)

6. Student recognition programs

(cf. 5126 - Awards for Achievement)

The Superintendent or designee is prohibited from collecting, disclosing, or using a student's individually identifiable information, including his/her name, parent/guardian's name, home or other physical address, telephone number, or social security number, for the purpose of marketing or selling that information or providing the information to others for that purpose.

However, the district shall not use surveys to collect social security numbers or the last four digits of social security numbers, or information or documents regarding citizenship or immigration status, of students or their families. (Education Code 234.7, 49076.7)

The Superintendent or designee shall consult with parents/guardians regarding the development of regulations pertaining to other uses of personal information, which shall, at a minimum, address the following: (20 USC 1232h)

1. Arrangements for protecting student privacy when collecting, disclosing, or using students' individually identifiable information for any purpose
2. Arrangements to protect student privacy in the administration of surveys that may request information about the personal beliefs and practices of students and their families
3. The rights of parents/guardians to inspect the following, and any applicable procedures for granting reasonable access to the following in a reasonable period of time:
 - a. Survey instruments requesting information about their personal beliefs and practices or those of their children
 - b. Instructional materials used as part of their children's educational curriculum
4. Any nonemergency physical examinations or screenings that the school may administer—~~any nonemergency invasive physical examination or screening~~

5. ~~Notifications~~(cf. 0420 - School Plans/Site Councils)
(cf. 1220 - Citizen Advisory Committee)
(cf. 1230 - School-Connected Organizations)

The Superintendent or designee shall ~~consult with~~notify parents/guardians ~~regarding~~of the ~~development~~adoption or continued use of the ~~procedures~~district's policy pertaining to the rights specified in items #1-4 above. (20 USC 1232h)

(cf. 5145.6 - Parental Notifications)

Legal Reference:

EDUCATION CODE

234.7 Student protections relating to immigration and citizenship status49076.7 Privacy of student records; social security numbers

49450-49458 Physical examinations

49602 Confidentiality of personal information received during counseling

51101 Parents Rights Act of 2002

51513 Test, questionnaire, survey, or examination concerning personal beliefs

51514 Nonremoval of survey questions pertaining to sexual orientation or gender identity

51938 Sexual Health and HIV/AIDS Prevention Education Act; notice and parental excuse

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act

1232h Protection of pupil rights

Management Resources:

WEB SITES

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

U.S. Department of Education, Family Policy Compliance Office:

<http://www.ed.gov/offices/OM/fpc>

Policy HANFORD ELEMENTARY SCHOOL DISTRICT

adopted: May 26, 2005 Hanford, California

revised: December 14, 2016

revised: _____

Hanford ESD

Administrative Regulation

Student And Family Privacy Rights

AR 5022

Students

~~Collection of Personal Information for Marketing or Sale~~

~~Personal information for marketing or sale means individually identifiable information, including a student's or parent/guardian's first and last name, home or other physical address (including street name and the name of the city or town), telephone number, or social security identification number. (20 USC 1232h)~~

~~District staff shall not administer or distribute to students any survey instrument that is designed for the purpose of collecting personal information for marketing or sale.~~

~~Requirements regarding the collection of personal information for marketing or sale shall not apply to the collection, disclosure, or use of personal information collected from students for the purpose of developing, evaluating, or providing educational products or services for, or to, students or educational institutions, such as the following: (20 USC 1232h)~~

- ~~1. College or other postsecondary education recruitment or military recruitment~~
- ~~2. Book clubs, magazines, and programs providing access to low-cost literary products~~
- ~~3. Curriculum and instructional materials used by elementary and secondary schools~~
- ~~4. Tests and assessments to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about students (or to generate other statistically useful data for the purpose of securing such tests and assessments) and the subsequent analysis and public release of the aggregate data from such tests and assessments~~

~~(cf. 6162.51—State Academic Achievement Tests)~~

- ~~5. The sale by students of products or services to raise funds for school-related or education-related activities~~

~~(cf. 1321—Solicitation of Funds from and by Students)~~

- ~~6. Student recognition programs~~

~~(cf. 5126—Awards for Achievement)~~

Surveys Requesting Information about Beliefs and Practices

A student's parent/guardian, or a student who is an adult or emancipated minor, shall provide prior written consent before the student is required to participate in a survey inquiring about one or more of the following: (Education Code 51513; 20 USC 1232h)

1. Political affiliations or beliefs of the student or his/her parent/guardian
2. Mental or psychological problems of the student or his/her family
3. Sexual behavior or attitudes or personal beliefs and practices in family life or morality
4. Illegal, anti-social, self-incriminating, or demeaning behavior
5. Critical appraisals of other individuals with whom the student has close family relationships
6. Legally recognized privileged or analogous relationships, such as those of lawyers, physicians, or ministers
7. Religious practices, affiliations, or beliefs of the student or his/her parent/guardian
8. Income, except to the extent that income is required to be disclosed by law for participation in a program or for receiving financial assistance under such a program

(cf. 3553 - Free and Reduced Price Meals)

(cf. 5148 - Child Care and Development)

If a student participates in such a survey requesting information about personal beliefs and practices, school officials and staff members shall not request or disclose the student's identity.

(cf. 6162.8 - Research)

Notwithstanding the above requirements for prior written consent, the district may administer to students in grades 7-~~8~~12 anonymous, voluntary, and confidential research and evaluation tools to measure student health risks and behaviors, including tests and surveys about student attitudes or practices related to sex as long as parents/guardians are provided written notice and given an opportunity to request, in writing, that their child not participate. (Education Code 51938)

~~If a student participates in a survey requesting information about beliefs and practices as identified above, school officials and staff members shall not request or disclose the student's identity.~~

If the district administers a voluntary survey that already includes questions pertaining to sexual orientation and/or gender identity, the Superintendent or designee shall not remove such questions. (Education Code 51514)

Parent/Guardian Access to Surveys and Instructional Materials

The parent/guardian of any district student, upon his/her request, shall have the right to inspect: (Education Code 51938; 20 USC 1232h)

1. A survey or other instrument to be administered or distributed to his/her child that either collects personal information ~~for marketing or sale or requests information~~ about beliefs and practices
2. Any instructional material to be used as part of his/her child's educational curriculum

(cf. 5020 - Parent Rights and Responsibilities)

Within a reasonable period of time after receiving a parent/guardian's request, the principal or designee shall permit the parent/guardian to view the survey or other document he/she requested. A parent/guardian may view the document any time during normal business hours.

(cf. 1340 - Access to District Records)

No student shall be subject to penalty for his/her parent/guardian's exercise of any of the rights stated above.

Health Examinations

Authorized school officials may administer to any student any physical examination or screening permitted under California law. -However, no student shall be subjected to a nonemergency, invasive physical examination without prior written notice to his/her parent/guardian-, unless an applicable state law authorizes the student to provide consent without parent/guardian notification. (20 USC 1232h)

Invasive physical examination means any medical examination that involves the exposure of private body parts or any act during such examination that includes incision, insertion, or injection into the body, but does not include a properly authorized hearing, vision, or scoliosis screening. (20 USC 1232h)

(cf. 5131.61 - Drug Testing)

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

(cf. 5141.3 - Health Examinations)

(cf. 5141.32 - Health Screening for School Entry)

(cf. 5141.6 - School Health Services)

Notifications

At the beginning of the school year, the Superintendent or designee shall notify parents/guardians of: (20 USC 1232h)

1. The district's policy regarding student privacy
2. The process to opt their children out of participation in any activity described in this ~~policy and~~ administrative regulation and the accompanying Board policy
3. The specific or approximate dates during the school year when the following activities are scheduled:
 - a. Survey requesting personal information
 - b. Physical examinations or screenings

Prior to administering any anonymous and voluntary survey regarding health risks and behaviors to students in grades 7-12, the district shall provide parents/guardians with written notice that the survey is to be administered. (Education Code 51938)

Parents/guardians shall also be notified of any substantive change to this policy and administrative regulation within a reasonable period of time after adoption of the change. (20 USC 1232h)

Regulation	HANFORD ELEMENTARY SCHOOL DISTRICT
approved:	May 26, 2005 Hanford, California
revised:	December 14, 2016
revised:	_____

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Lucy Gomez

DATE: April 27, 2018

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: May 9, 2018

ITEM: Request approval of Agency Agreement and Memorandum of Understanding for Migrant Summer School programs operated by the Tulare County Office of Education/Migrant Region VIII.

PURPOSE: Tulare County Office of Education is directly receiving Migrant Education funds and overseeing the delivery of summer services to HESD Migrant students. HESD and Tulare County would like to enter into an agency agreement that would allow our district to provide transportation, nursing services, and facilities use at Jefferson Charter Academy (classrooms, cafeteria, office, etc.). Transportation services would include transportation to Jefferson Charter School as well transportation to West Hill College for Migrant students participating in the 5 C's program.

FISCAL IMPACT: HESD will bill Migrant Program Region VIII for the cost of this services.

RECOMMENDATIONS: Approve

For TCOE Office Use

Vendor # _____

Req. # _____

PO # _____

AGENCY AGREEMENT

THIS AGREEMENT, is entered into between the **Tulare County Superintendent of Schools**, referred to as SUPERINTENDENT and **Hanford Elementary School District**, referred to as DISTRICT.

ACCORDINGLY, IT IS AGREED:

1. **TERM:** This Agreement shall become effective as of June 1, 2018 and shall expire on June 30, 2018.
2. **SERVICES:** DISTRICT shall provide services as set forth: (or attach Exhibit for details which Exhibit is made part of this Agreement by reference.)

• Facilities at Jefferson Charter (includes 6 classrooms, office, cafeteria)	\$2,325
• Snack for approx. 100 students for 15 days & use of copy machine	\$1,780
• Transportation from sites to Jefferson (including to West Hills 5 C's)	\$5,084
• Services of District nurse, includes benefits (15 days x 5.5 hrs.)	\$4,971
Grand total:	\$14,160
3. **COST OF SERVICES:** SUPERINTENDENT shall pay DISTRICT the actual cost of such services to the extent they are allowable under the terms of the applicable grant not to exceed the sum of **\$14,160**
4. **METHOD OF PAYMENT:**
 - a. DISTRICT must submit itemized invoices to SUPERINTENDENT for the cost of the services.
 - b. DISTRICT is responsible for maintaining verifiable records for all expenditures.
5. **INDEMNIFICATION:** SUPERINTENDENT and DISTRICT shall hold each other harmless, defend and indemnify their respective agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, arising out of the activities of SUPERINTENDENT or DISTRICT or their agents, officers and employees under this Agreement. This indemnification shall be provided by each party to the other party regarding its own activities undertaken pursuant to this Agreement, or as a result of the relationship thereby created, including any claims that may be made against either party by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, or any claims made against either party alleging civil rights violations by such party under Government Code section 12920 et seq. (California Fair Employment and Housing Act). This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.
6. **TERMINATION:** Either party may terminate this Agreement without cause by giving thirty (30) calendar days advance written notice to the other party.

Agency Agreement –
Page 2

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

DISTRICT:

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

SUPERINTENDENT:

Dr. Craig Wheaton, Deputy Superintendent
Administration Services
Tulare County Office of Education
P.O. Box 5091
Visalia CA 93278-5091

By: _____

By: _____

Date: _____

Date: _____

TCOE Program Information

Contact Person and Phone No.: Osvaldo Garcia, Area Administrator (559)827-9423

Budget Number:

010-30600-8-485057-870000-56000	\$2,325
010-30600-8-485057-360000-58000	\$5,084
010-30600-8-485057-100000-58000	\$1,780
010-30600-8-485057-314000-58000	\$4,971

Please return an original copy to:

Tulare County Office of Education
Dr. Craig Wheaton, Deputy Superintendent
ATTN: Elizabeth Sisk
P.O. Box 5091
Visalia, CA 93278-5091

EXHIBIT A

SCOPE OF SERVICES

Hanford Elementary School District

1. RESPONSIBILITIES OF CONTRACTOR:

(Please provide a detailed description of services and deliverables to be provided by contractor.)

1. Hanford Elementary School District will invoice Tulare County Office of Education, Migrant Education Program, Region VIII the charge of using District facilities for the following activities during 2017-2018 school year:
Migrant Summer school at Jefferson Charter School on following dates:
June 11-June 29th, 2018 (15 days total/hours from 7:30a.m.-12:30p.m.)
*All six classrooms available starting June 8th for teacher workday.
Fees are to include custodial services and utilities.

- A) Jefferson Office and equipment (copier, phones) and cafeteria
- B) Six (6) classrooms (2 in the Kinder wing) and 2 sets restrooms
- C) District nurse (LVN/RN) will be available for the 15 student days
- D) Daily Snack served to all participating students (approx. 100)
- E) Transportation will be provided to and from Jefferson Charter
- F) Transportation for students to West Hills 5 C's in Lemoore will be provided from June 18th-June 29th (8 days total).

2. RESPONSIBILITIES OF SUPERINTENDENT PROVIDED BY COUNTY OFFICE OF EDUCATION:

(Please provide a list of things Tulare County Office of Education will furnish, i.e., a room for a presentation, AV equipment, etc.)

1. Approval of funds to pay contractor.
2. Recruitment of students for Summer programs.

FEE SCHEDULE

Hanford Elementary School District

The Contract Total for Services to be provided shall not exceed
\$14,160.00

Hanford Elementary School District facilities use estimated Cost:

1. Facility use at Jefferson Charter: 6 classrooms total (2 in the kinder wing) available from 7:30 a.m. to 12:30 p.m. for migrant summer school program running June 11th-June 29th. Friday, June 8th is staff prep day. One classroom to be used as HBI room will be available June 29th.
Custodial services, including utilities are to part of facilities estimate **\$ 2,325**
2. Student transportation to and from Migrant Summer school at Jefferson, plus transportation to West Hills 5 C's Program in Lemoore and back. **\$5,084**
3. Student snacks for duration of summer and use of copy machine/ **\$1,780**
4. Services of a school nurses (LVN/RN) estimated cost including benefits: **\$4,971**

Prior to payment, contractor shall submit an invoice (containing name, address, tax identification number, and amount of payment) which must be signed by the manager requesting the services to certify that services have been performed in accordance with this agreement. Unless other payment terms are specified on the fee schedule, payment terms are net 30 days from the date of receipt of correct and proper invoices.

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN HANFORD
ELEMENTARY SCHOOL DISTRICT AND TULARE COUNTY OFFICE OF
EDUCATION REGARDING MIGRANT SUMMER PROGRAMS**

This Memorandum of Understanding (hereinafter "MOU") is made and entered this 1st day of JUNE 2018, by and between the Hanford Elementary School District (hereinafter "HESD") and the Tulare County Office of Education (hereinafter "TCOE").

RECITALS:

- A. HESD will be providing transportation for the Migrant Summer School programs operated by the TCOE at HESD.
- B. HESD has the experience and resources to provide specialized transportation to students.
- C. TCOE has the responsibility, experience, and expertise to oversee and collaborate with HESD on the effectiveness and overall success of the specialized transportation services.

Accordingly, HESD and TCOE hereby agree to the following:

- 1. Term. This MOU is an agreement for the Migrant Summer Program that operates from June 11, 2018 – June 28, 2018.
- 2. Scope of Work:
 - a. This transportation agreement is to transport Migrant Summer Program students from designated bus stops within the boundaries of HESD to Jefferson Charter Academy for Migrant Summer School, as well as transporting students from designated bus stops within the boundaries of HESD to West Hills for the 5 C's Experience.
 - b. HESD agrees to provide transportation from designated bus stops within the boundaries of HESD to Jefferson Charter Academy during the agreed upon dates Monday through Friday, both to school and a return route during the summer program.
 - c. HESD agrees to provide transportation from designated bus stops within the boundaries of HESD to West Hills College 5 C's Experience during the agreed upon dates Monday through Thursday, both to school and a return route during the summer program.
 - d. TCOE agrees to provide addresses of students participating in the Migrant Summer School to HESD to ensure the most appropriate bus routes can be developed.
 - e. HESD agrees to develop bus routes.
- 3. Compensation. TCOE agrees to pay HESD for the cost of transportation.

4. Invoices.
 - a. HESD agrees to invoice TCOE Migrant Education Office by August 1, 2018.
 - b. TCOE agrees to pay invoices in full within 30 days of receipt of the aforementioned invoices.
5. Indemnification.
 - a. General Indemnification for HESD. TCOE shall hold HESD, its elected officials, agents, officers, employees, and volunteers harmless from, save, indemnify, and defend the same against, any and all claims, and damages for injury to person or property, and related costs and expenses (including reasonable attorney's fees), arising out of any act or omission of TCOE, its agents, officers, employees, or volunteers, during the performance of its obligations under this MOU.
 - b. General Indemnification for TCOE. HESD shall hold TCOE, its elected officials, agents, officers, employees, and volunteers harmless from, save, indemnify, and defend the same against, any and all claims, and damages for injury to person or property, and related costs and expenses (including reasonable attorney's fees), arising out of any act or omission of HESD, its agents, officers, employees, or volunteers, during the performance of its obligations under this MOU.
 - c. Indemnification obligations shall survive termination until expiration of statute of limitations or unless sooner terminated by mutual written agreement of the parties.
6. Binding Effect. This agreement shall inure to the benefit of and shall be binding upon the HESD and TCOE and their respective successors and assigns.
7. Severability. If any provision of the Agreement shall be held invalid or unenforceable by a court of competence jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.
8. Amendments. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, except by written agreement signed by HESD and TCOE.
9. Termination. HESD and TCOE agree that a minimum of thirty (30) day verbal or written notice of cancellation of this contract by either party is required, unless a lesser amount of notice is agreed to by both parties.
10. Anti-Discrimination. It is the policy of HESD that there shall be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, sex or religious creed. Therefore, both parties agree to comply with all applicable Federal and state laws regarding discrimination.

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

Dated: _____

By: _____

JOY GABLER, Superintendent
Hanford Elementary School District

Dated: _____

By: _____

CRAIG WHEATON, Assistant Superintendent
Business Services
Tulare County Office of Education
P.O. Box 5091
Visalia, CA 93278-5091

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Karen McConnell

DATE: April 27, 2018

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: May 9, 2018

ITEM: Memorandum of Understanding (MOU) between Kings View Counseling Services and Hanford Elementary School District

PURPOSE: This Memorandum of Understanding between Kings View Counseling Services and the Hanford Elementary School District is for the purpose of providing mental health counseling services to students referred by school personnel and agreed to by parents for treatment purposes.

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

RECOMMENDATIONS: Approve

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

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

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

Scope of Services.

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

Service Specifications.

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

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

Compensation/Billing.

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

Rate of Service.

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

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

Kings View Medi-Cal Billing Rates (2018-19)

Case Management, Brokerage	\$2.65 per minute	\$159.00 per hour
Mental Health Services	\$3.50 per minute	\$210.00 per hour
Agency Consultation	\$3.50 per minute	\$210.00 per hour

Case Management, Brokerage includes linkage and consultation.

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

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

Medi-Cal Eligible Student receives an hour of therapy:

Billing is for one (1) hour @ \$3.50 per minute =	\$210.00 per hour
Medi-Cal FFP credit @ 50%=	(-105.00)
Balance to be paid by HESD=	<\$105.00>

Non Medi-Cal Eligible Student receives an hour of therapy:

Billing is for one (1) hour @ \$3.50 per minute =	\$210.00 per hour
Medi-Cal FFP credit @ 50%=	(-0.00)
Balance to be paid by HESD=	<\$210.00>

Effective Date and Duration.

The MOU and the obligations hereunder shall be effective upon signatures and dates of all parties. The agreement and the scope of services under this MOU will cover all services rendered as of August 1, 2018 and shall remain in effect until June 30, 2019.

Termination of MOU for Convenience of Either Party.

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

Termination of MOU for Cause.

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

thereof, then the maximum liability shall not exceed the amount payable to Kings View under "Rate of Service" noted above.

Entire Agreement and Modification.

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

Enforceability.

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

Employment Status.

Kings View and its officers, employees, or agents shall, during the entire term of the MOU, be construed to be an independent contractor and nothing in this MOU is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship or to allow LEA to exercise direction or control over the professional manner in which Kings View performs the services which are the subject matter of this MOU. Kings View understands and agrees that its employees shall not be and will not be eligible for membership for any benefits from any LEA group plan for hospital, surgical, or medical insurance, or for membership in any LEA retirement program, or for paid vacation, sick leave or other leave, with or without pay, or for any other benefit which accrues to the LEA employee.

Warranty of Kings View.

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

California Law and Venue.

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

Indemnification.

- a. Each party agrees to defend, hold harmless, and indemnify the other party's (and the other party's officers, employees, trustees, agents, successors, and assigns) against all claims, suites, expenses, losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including, but not limited to, personal injury, death at any time, and property damage) arising out of or made necessary by: (a) the indemnifying party's breach of the terms of this MOU, (b) the act or

omission of the indemnifying party, its employees, officers, agents, and assigns in connection with the performance of this MOU, and (c) the presence of the indemnifying party, its officers, employees, agents, assigns, or invitees on the other party's premises.

- b. In the event of any action or proceeding that is brought against any party by reason of any claim or demand discussed in this section, upon notice, the indemnifying party shall defend the action or proceeding at the indemnifying party's expense, through counsel reasonably satisfactory to the other party or parties. The obligation to indemnify set forth in this section shall be including 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 obligation 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.

Confidentially.

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

Third Party Rights.

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

Integration.

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

Legal Compliance.

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

Records.

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

Attorney Fees.

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

Staffing.

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

Term.

This MOU shall cover the period beginning on August 1, 2018, through the close of business on June 30, 2019. However, this MOU may be extended by parties' mutual written consent.

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

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

And

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

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

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

Hanford Elementary School District

Joy Gabler, Superintendent
Hanford Elementary School District

Date

Kings View Counseling Services for Kings County

Brenda Johnson-Hill LMFT 4-27-18

Brenda Johnson-Hill, LMFT Executive Director
Kings View Counseling Services for Kings County

Date

HANFORD ELEMENTARY SCHOOL DISTRICT

Agenda Request Form

TO: Joy C. Gabler

FROM: Gerry Mulligan *GM*

DATE: April 30, 2018

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: May 9, 2018

ITEM

Consider approval of agreement with Hazard Management Services for the inspection, testing and monitoring of asbestos for Roosevelt Elementary.

PURPOSE

To test and monitor the abatement of asbestos in components that test positive for the Old Administration Building and Room 53 at Roosevelt Elementary.

FISCAL IMPACT

The estimated fee for this agreement is \$7,500.

RECOMMENDATION

Approve agreement with Hazard Management Services for the inspection, testing and monitoring of asbestos for Roosevelt Elementary.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORMTO: **Joy C. Gabler**FROM: **Jill Rubalcava** DATE: **April 24, 2018**FOR: ☒ Board Meeting
☐ Superintendent's CabinetFOR: ☐ Information
☒ ActionDate you wish to have your item considered: **May 9, 2018****ITEM:** Consultant Contract with *Key2Ed, Facilitated IEPs*.**PURPOSE:** To provide two days of Professional Development in Facilitated IEPs for SPED teachers and Site Administrators August 8th and 9th, 2018**FISCAL IMPACT:** \$13,000.00**RECOMMENDATIONS:** Approval

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORMTO: **Joy C. Gabler**FROM: **Jill Rubalcava** DATE: **April 24, 2018**FOR: ☒ Board Meeting
☐ Superintendent's CabinetFOR: ☐ Information
☒ ActionDate you wish to have your item considered: **May 9, 2018****ITEM:** Consultant Contract with *Conscious Teaching*.**PURPOSE:** To provide three days of Professional Development in Classroom Management Strategies: August 3rd (New Teacher orientation), August 8th (Student Specialists and Counselors), August 9th, (District-Wide PD day)**FISCAL IMPACT:** \$13,000.00**RECOMMENDATIONS:** Approval

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORMTO: **Joy C. Gabler**FROM: **Jill Rubalcava** DATE: **April 30, 2018**FOR: ☒ Board Meeting
☐ Superintendent's CabinetFOR: ☐ Information
☒ ActionDate you wish to have your item considered: **May 9, 2018****ITEM:** Consultant Contract with *Kings County Office of Education*, NGSS Consultant, Daniel Cantelmi.**PURPOSE:** To provide up to 8 days of Professional Development in the area of NGSS and Project Based Learning for Site Leadership and Teachers at Community Day School during the 2018-2019 school-year.**FISCAL IMPACT:** \$8,000.00**RECOMMENDATIONS:** Approval

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORMTO: **Joy C. Gabler**FROM: **Jill Rubalcava** DATE: **April 30, 2018**FOR: ☒ Board Meeting
☐ Superintendent's CabinetFOR: ☐ Information
☒ ActionDate you wish to have your item considered: **May 9, 2018****ITEM:** Recommendation from 2018-2019 Curriculum Committee to Adopt and Purchase Studies Weekly for K-6 Students, and Pearson, My World Interactive, for grades 7-8.**PURPOSE:** After a six-month period of analysis, review, and input from various stakeholder groups, the Curriculum Committee is Pleased to Recommend State Board Approved, Standards and Framework Aligned History Social Science Materials for all HESD Students and Teachers.**FISCAL IMPACT:** \$500,000.00**RECOMMENDATIONS:** Approval

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler
 FROM: Jay Strickland
 DATE: April 19, 2018

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

Date you wish to have your item considered: 05/09/18

ITEM: Consider for adoption the Comprehensive Safety Plan for the following schools:

Hamilton School	Roosevelt School
Lincoln School	Washington School
Jefferson Charter Academy	Simas School
Monroe School	Community Day School
King School	John F. Kennedy Jr. High School
Lee Richmond School	Woodrow Wilson Jr. High School

PURPOSE: Students and staff have the right to a safe and secure campus where they are free from physical and psychological harm. It is mandated that each school site develop and forward to the Board of Trustees, for approval, a Comprehensive Safety Plan relevant to the needs and resources of that particular school in order to ensure a positive learning environment that teaches strategies for violence prevention and emphasizes high expectations for student conduct, responsible behavior and respect for others.

FISCAL IMPACT (if any): None

RECOMMENDATION (if any): Approve

HANFORD ELEMENTARY SCHOOL DISTRICT
Human Resources Department

AGENDA REQUEST FORM

TO: Joy Gabler

FROM: Jaime Martinez

DATE: April 30, 2018

RE: (X) Board Meeting
 () Superintendent's Cabinet
 () Information
 (X) Action

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **May 9, 2018**

ITEM: Consider approval of personnel transactions and related matters.

PURPOSE:

a. Employment

Certificated, effective 8/9/18

- Lucy Brieno, Probationary
- Sharon Rosales, Probationary
- Jamee Serrato, Probationary
- Brittany Young, Probationary

b. Short-term Employment

CERTIFICATED STAFF SUMMER PROGRAMS

Summer Enrichment Program at Lee Richmond School, June 14 - June 29, 2018 - 5.5 Hours/Day

- Dorian Cronk, Summer Program Administrator, effective 6/22/18 - 6/29/18, revised
- Amy Fochetti, Summer Program Administrator, effective 6/14/18 - 6/21/18, revised.

c. Resignations

- Denise Hurt, Special Education Aide – 5.0 hrs., Wilson, effective 6/6/18
- Terri Lindsey, School Nurse, effective 6/29/18
- Lisa Polder, Teacher, Wilson, effective 6/6/18
- Tonya Sims, Food Service Utility Worker – 3.5 hrs., Food Services, effective 4/18/18 (revised)
- Madasen Torres, Yard Supervisor – 2.5 hrs., Monroe, effective 6/6/18
- Ashley Urbano, Special Education Aide – 5.0 hrs., Richmond, effective 6/6/18

d. Retirement

- Rose Garza, Bilingual Aide – 4.0 hrs., Wilson, effective 6/6/18

e. Leave of Absence

- Mary Detlefsen, Band Teacher, Jefferson, effective 2018-19 school year, child rearing

f. Job Description

- Program Manager, Transportation Services (revised)

g. Volunteers

<u>Name</u>	<u>School</u>
Ana Reyes	Hamilton
Henry Ordonez	Jefferson
Susana Russell	Jefferson
Hollie Maroon	Monroe
Paige Sanchez	Roosevelt
Jennifer Ramos	Simas

RECOMMENDATION: Approve.

HANFORD ELEMENTARY SCHOOL DISTRICT
Job Description

PROGRAM MANAGER:
TRANSPORTATION SERVICES

DEFINITION

Under general supervision of the Director of Facilities and Operations, this position is responsible to plan, organize and direct the activities of the District-wide pupil transportation services. Incumbent is responsible for behind the wheel, classroom and in-service training of District school bus drivers. Coordinates programs of preventative and corrective maintenance of all District vehicles and grounds equipment.

DISTINGUISHING CHARACTERISTICS

The Program Manager of Transportation Services is the first level Manager of the District's pupil transportation system.

SUPERVISION RECEIVED AND EXERCISED

The incumbent receives general supervision from the Director of Facilities and Operations.

Exercises direct supervision over the District's bus drivers and the District's vehicle mechanics.

ESSENTIAL FUNCTIONS

Duties may include but are not limited to the following:

- Coordinates and directs the District's student transportation program within the guidelines of federal, state, and District-level requirements.
- Maintains liaison between administration and law enforcement officials regarding District's pupil transportation system.
- Maintains schedules of bus routes and stops. Approves, coordinates and directs scheduling of all District extra-curricular vehicle field trips.
- Selects, requisitions and purchases parts and supplies for buses, vehicles and grounds equipment.
- Prepares and monitors departmental budget.
- Requests and participates in selection process for transportation openings.

ESSENTIAL FUNCTIONS (Cont.)

- Operates, maintains and repairs school buses, vehicles and grounds equipment when necessary.
- Provides direction and supervision for Transportation employees.
- Interprets to parents and students the District's Policies and Administrative Regulations relating to pupil transportation.
- Coordinates pupil discipline procedures with principals.
- Maintains required records and makes reports as required.
- Conducts surveys of traffic conditions and pupil loads.
- Plans and schedules vehicle and grounds equipment maintenance programs.
- Responsible for all facets of school bus driver training, including classroom portion of "School Bus Evacuation Program," and record keeping in accordance with State requirements.
- Maintains safety program as per District guidelines.
- Develops vehicle specifications for school buses and other District vehicles and equipment and coordinates the selection and purchase of school buses and other District vehicles.
- Maintains current standards with County and State for underground storage of hazardous materials.
- Conducts investigation and completes reports on all District vehicle accidents.
- Performs other related duties as assigned.

NECESSARY EMPLOYMENT STANDARDS

Basic Knowledge of:

All phases of school bus transportation systems.

Repair and maintenance of school buses, other automotive vehicles and grounds equipment.

Basic Knowledge of: (cont.)

Scheduling and routing of school buses.

Laws governing school bus operations as specified by the California Department of Education and California State Vehicle Code.

Basic first aid procedures and methods.

Ability to:

Operate, repair and maintain school buses, and other automotive vehicles; oversee repairs and maintenance of and grounds equipment.

Plan, prioritize, assign, supervise and evaluate the work of assigned personnel.

Communicate both verbally and in writing.

Establish and maintain effective working relationships with subordinates, school officials and the public.

Organize work and establish priorities.

EDUCATION AND EXPERIENCE

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

Education: Equivalent to completion of twelfth grade. Specialized training in transportation management and personnel supervision is desirable.

Experience: Five years of transportation experience with two years of supervisory experience in fleet operations, preferably in pupil transportation.

Licenses/Certificate:

California Commercial Driver License, Class A or B with a (P)
Passenger Endorsement

California Special Driver Certificate (School Bus)

Current Medical Examiner's Certificate

Current first aid certification

Completion of (or in demonstrated process) of the School Bus Driver
Instructors Program (desirable)

WORKING CONDITIONS

- Environment: Indoor, outdoor and shop environment; subject to regular exposure to fumes, dust, and odors, and noise from equipment operation.
- Physical Abilities: Sitting or standing for extended periods of time; moving on a variety of indoor and outdoor surfaces, including rough, wet, uneven terrain; driving a motor vehicle. Seeing, hearing, and speaking to communicate effectively orally and in writing. Dexterity of hands and fingers to operate a variety of specialized tools and equipment; bending at the waist; kneeling or crouching; turning/twisting; crawling under vehicles; carrying, pushing or pulling tool boxes ~~and engines~~; lifting heavy objects weighing up to ~~80~~ 65 pounds; and perform heavy physical labor; and driving passenger vehicles and trucks.
- Hazards: Exposure to chemicals, fumes, odors, dust, dirt, electrical wiring; adverse weather conditions while driving or moving outdoors; protruding or falling objects on grounds and construction sites.

Adopted: 02/08/06

Revised: 10-08-14 (Title change and revision)

Revised: / /18

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 04/30/2018

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 05/09/2018

ITEM:

Consider approval of the Comprehensive Maintenance Plan.

PURPOSE:

Education Code Section 17014 requires the Board of Education to certify as part of the school district's annual budget process that a plan has been prepared for completing major maintenance, repair, and replacement requirements for state-funded school facilities.

To meet this plan requirement and to ensure that all Hanford Elementary School District (HESD) facilities are maintained in good repair, HESD has (1) established a School Facilities Inspection System to identify, budget, and schedule maintenance needs; (2) established and maintains a Routine Restricted Maintenance account within the General Fund for ongoing and major maintenance of HESD buildings, pursuant to Education Code Section 17070.75; and (3) has established a separate fund for purposes of Deferred Maintenance, pursuant to Education Code Section 17582.

Staff hereby requests that the Board certify that a Comprehensive Facilities Maintenance Plan has been established pursuant to Education Code Section 17014.

FISCAL IMPACT:

None.

RECOMMENDATIONS:

Approve the Comprehensive Maintenance Plan.

**HANFORD ELEMENTARY SCHOOL DISTRICT
COMPREHENSIVE FACILITIES MAINTENANCE PLAN
(ROUTINE RESTRICTED AND DEFERRED MAINTENANCE PROGRAMS)**

1. OVERVIEW

The Hanford Elementary School District (HESD) participates in the State School Facility Program (SFP) and in the Deferred Maintenance Program (DMP). The SFP requires participating districts to assure that State-funded projects are kept in good repair. In order to ensure that facilities are maintained in good repair, the SFP and DMP programs require districts to have a School Facilities Inspection System in place, and also require that funds be budgeted and expended to make necessary repairs.

To meet these requirements, HESD has (1) established a School Facilities Inspection System; (2) established and maintains a restricted account (Routine Restricted Maintenance, Resource 8150) within the General Fund for ongoing and major maintenance of HESD buildings, pursuant to Education Code Section 17070.75; and (3) has established a separate fund for purposes of Deferred Maintenance (Fund 1400), pursuant to Education Code Section 17582.

HESD will identify maintenance concerns through the Facilities Inspection System that utilizes an annual evaluation with the Facility Inspection Tool and a work order system, will plan and schedule the work using routine work orders and the Deferred Maintenance Program, and will fund the necessary repairs using a combination of Routine Restricted Maintenance (RRM) funds and Deferred Maintenance funds.

The HESD shall budget the statutory minimum annually for RRM Projects and shall at least transfer the statutory amount of the unrestricted General Fund revenue into the RRM account, for no less than twenty (20) years. HESD shall set-aside the at least the statutory minimum of its current year revenue limit average daily attendance as its match for DMP projects.

Unexpended balances in the RRM account and the Deferred Maintenance Fund shall be carried forward to be spent on maintenance expenditures in future years.

Annually before September 30, the RRM Account Certification shall be completed and filed by the Chief Business Official when required. The DMP will be updated by the Facilities Department in accordance with the current statute.

2. ROUTINE RESTRICTED MAINTENANCE EXPENDITURES

The RRM Account shall be used for “maintenance” of HESD facilities. The California School Accounting Manual defines maintenance as:

“Activities involved with repairing, restoring, or renovating school property, including grounds, buildings, site improvements, building fixtures, and service systems.”

RRM Account expenditures will be made as allowed by the Office of Public School Construction (OPSC). OPSC has identified four types of maintenance that may be accomplished using RRM Account funds:

1. Breakdown: The emergency maintenance to equipment necessary to continue normal school functions.
2. Operating: Work necessary for a component to function and operate properly (i.e., lubrication, belt replacement, tune up, replacement of lighting ballasts).
3. Preventive: Regularly scheduled maintenance based on life-cycle projection of various components.

4. Overhaul: Periodic major repair or replacement of operating parts and components of equipment.

Education Code Section further defines major maintenance as “*all actions necessary to keep flooring, siding, painting, floor and window coverings, fixtures, cabinets, heating and cooling systems, landscaping, fences, and other items designated by the Governing Board of the school district in good repair.*”

HESD will use the RRM funds for expenditures as indicated above.

In addition to the expenditures indicated above, the expenditures listed below are necessary for maintenance of HESD facilities, are eligible to be paid from RRM funds, and may be partially charged to the General Fund, Resource 8150 as appropriate.

1. Facilities Department management and technicians
2. Facilities Department office staff
3. Contracted maintenance workers
4. Office supplies necessary for maintenance functions
5. Maintenance supplies (nails, hammers, paint, brushes, wood, pipe)
6. Staff development to keep staff up to date on the latest technology
7. Equipment (vehicles, tools, machine rentals)

3. DEFERRED MAINTENANCE EXPENDITURES

Deferred Maintenance projects include but are not limited to major repair or replacement of building parts and components. Major maintenance for Deferred Maintenance purposes includes asbestos abatement, classroom lighting, electrical, floor covering, HVAC, painting, paving, plumbing, roofing, underground tanks, wall systems, and lead based paint abatement.

The Facilities Department will determine whether projects are more appropriately paid through the RRM or the DMP.

4. ANNUAL REVIEW AND UPDATING

The Comprehensive Facilities Maintenance Plan will be reviewed annually as part of the annual budget process and will be updated as needed. This plan, including any components or updates, will be available for public review during normal working hours.

HANFORD ELEMENTARY SCHOOL DISTRICT
AGENDA REQUEST FORM

TO: Joy Gabler
FROM: Jay Strickland
DATE: April 27, 2018

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

Date you wish to have your item considered: May 9, 2018

ITEM: Administrative Panel Recommendations

PURPOSE:

Case# 18-32 Kennedy