

Hanford Elementary School District

REGULAR BOARD MEETING AGENDA

Wednesday, June 12, 2019
HESD District Office Board Room
714 N. White Street, Hanford, CA

OPEN SESSION

5:30 p.m.

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

5:30 p.m. PUBLIC HEARING: HESD Local Control Accountability Plan (LCAP) (Carlton)

For the LCAP go to: <https://www.hesd.k12.ca.us/view/3085.pdf>

For the Budget Overview for Parents: <https://www.hesd.k12.ca.us/view/3084.pdf>

5:30 p.m. PUBLIC HEARING: Jefferson Charter School Local Control Accountability Plan (LCAP) Annual Update (Carlton)

5:30 p.m. PUBLIC HEARING: 2019-2020 HESD Budget (Endo)

For the Budget Report go to:

<https://www.hesd.k12.ca.us/files/user/502/file/20192020%20budget%20book.pdf>

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# 19-32 Wilson
 - Case# 19-33 Wilson
 - Case# 19-34 Wilson
- **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*)
 - Public Employee Discipline/Dismissal/Release (GC 54957)
 - Case #2019-03
 - Public Employee Performance Evaluation ((GC 54957) - Superintendent
 - Conference with Labor Negotiators (GC 54957.6)
 - Agency Representatives: J. Gabler
 - Employee Organization: Unrepresented Employees – Yard Supervisors & Management Team

OPEN SESSION

- Take action on closed session items

- 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.

1. PRESENTATIONS, REPORTS AND COMMUNICATIONS

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

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

2. CONSENT ITEMS

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

- a) Accept warrant listings dated May 17, 2019; May 24, 2019 and May 31, 2019.
- b) Approve minutes of Regular Board Meeting held on May 22, 2019 and Special Board Meeting held on May 31, 2019.
- c) Approve donation of \$875.00 from Washington PTC.
- d) Approve donation of \$8,400.00 from Simas PTC.

3. INFORMATION ITEMS

- a) Receive for information the Hanford Elementary Community Day School 2019-20 School Plan (Carlton)
- b) Receive for information the 2019-20 LCAP Federal Addendum and Spending Plan for Title I, II, III, IV (Carlton)
- c) Receive for information the 2019-20 School Plans for Student Achievement (Carlton)
- d) Receive for information the report from the District Parent Advisory Committee for the meeting held on March 19, 2019 (Carton)
- e) Receive for information the report from the District English Learner Advisory Committee for the meeting held on April 3, 2019 (Gomez)
- f) Receive for information the monthly financial reports for the period of 07/01/2018 – 05/31/2019 (Endo)
- g) Receive for information the following delete Board Policy and new Administrative Regulation: (Mulligan)
 - BP/AR 3517 – Facilities Inspection
- h) Receive for information the following new Board Policy: (Martinez)
 - BP 4221.4 – Yard Supervisors

4. BOARD POLICIES AND ADMINISTRATION

- a) Consider approval of the consultant contract with STEMscopes: Professional Development Consultant Contract (Rubalcava)
- b) Consider approval of the consultant contract with Dedra Stafford Presentations (Rubalcava)
- c) Consider approval of the consultant contract with Dr. Adam Saenz of Saenz Culture Architects (Rubalcava)
- d) Consider approval of the Consolidated Application for Funding Categorical Aid Programs (Summer 2019 Release) (Carlton)
- e) Consider approval of the Pearson Success Maker Online Instructional Materials for Community Day School (Carton)

- f) Hear comments from the public and consider approval of negotiated successor agreement with the Hanford Elementary Teachers' Association (Martinez)
- g) Hear public input on HESD's Initial Proposal for 2019-2020 Amendments to the Collective Bargaining Agreement between HESD and California School Employees Association (reopened articles) (Martinez)
- h) Hear public input on CSEA's Initial Proposal for 2019-2020 Amendments to the 2017-2020 Collective Bargaining Agreement between HESD and CSEA (reopened articles) (Martinez)
- i) Consider approval of the following revised Exhibit: (Endo)
 - E 3553 – Free and Reduced Meals

5. PERSONNEL (Martinez)

a) Employment

Certificated, effective 8/8/19

- Emily Mederos, Teacher, Probationary
- Mariah Romero, Teacher, Probationary
- Johnathan Oliveira, Teacher, Probationary
- Nicole Tidwell, Teacher, Probationary

Classified

- Melonie Thomas, Special Education Aide – 5.0 hrs., Richmond, effective 8/13/19

Yard Supervisor

- Jennifer Aguirre, Yard Supervisor – 2.0 hrs., Roosevelt, effective 8/13/19

Temporary Employees/Substitutes

- Dezirae De Soto, Substitute Yard Supervisor, effective 5/14/19

b) Short-term Employment

CERTIFICATED STAFF SUMMER PROGRAMS

Summer Enrichment Program at John F. Kennedy Jr. High School, June 17 - June 28, 2019 - 5.5 Hours/Day

- Amy Fochetti, Summer Program Administrator

CLASSIFIED STAFF SUMMER PROGRAMS

Special Education Extended School Year at Lee Richmond School – June 11, 2019 – June 28, 2019

- Melody Cantrell, Special Education Aide – 5.75 hrs., effective 6/11/19 to 6/28/19
- Alison Vidal, Special Education Aide – 5.75 hrs., Richmond, effective 6/11/19 to 6/28/19

Summer Enrichment Program at John F. Kennedy Jr. High School

- Danna Bailey, Bus Driver – 4.5 hrs., Transportation/DSF, effective 6/17/19 to 6/28/19
- Maricia Cuevas, Bus Driver – 4.5 hrs., Transportation/DSF, effective 6/17/19 to 6/28/19
- Judie Morgan, Bus Driver – 5.0 hrs. (M-Th), Transportation/DSF, effective 6/17/19 to 6/27/19
- Sandy Perez, Bus Driver – 4.5 hrs., Transportation/DSF, effective 6/10/19 to 6/27/19
- Jose Rojas II, Substitute Custodian II – 6.0 hrs., Kennedy, effective 6/17/19 to 6/28/19

Seamless Summer Meal Program

- Dezirae De Soto – Yard Supervisor – 1.75 hrs., Kennedy, effective 6/10/19 to 7/26/19
- c) Resignations
 - Ashley Costa, Food Service Utility Worker – 3.5 hrs., Food Services, effective 6/7/19
 - Amy Gonsalves, Teacher, Roosevelt, effective 6/7/19
 - Rebecca Long, Substitute READY Program Tutor and Yard Supervisor, effective 12/20/18
 - Suzanne Mason, Teacher, Simas, effective 6/7/19
 - Ian Parra, Substitute READY Program Tutor, effective 5/6/19
 - Mariah Romero, READY Program Tutor – 4.5 hrs., Simas, effective 6/7/19
 - Paige Trevino, Food Service Worker II – 3.0 hrs., Wilson, effective 6/7/19
 - Alexandra Whitney, Teacher, Monroe, effective 6/7/19
 - Jill Yrushlme Substitute Clerk Typist I, effective 2/1/19
- d) Retirements
 - Cindy Bettencourt, Account Technician III – 8.0 hrs., Fiscal Services/District Office, effective 7/4/19
 - Sheila Kurtz, Administrative Secretary II – 8.0 hrs., Special Services/District Office, effective 6/14/19
- e) Promotion
 - Jennifer Bays, from READY Site Lead – 5.0 hrs., Roosevelt, to Supervisor, READY Program – 8.0 hrs., Special Services/District Office, effective 7/29/19
 - Nathan Nagatani, from Teacher at Wilson, to Learning Director at Washington, effective 7/30/19
- f) More Hours
 - Chantel Andresen, Yard Supervisor, from 2.5 hrs. to 3.5 hrs., Monroe, effective 8/13/19
 - Amanda Henderson, Yard Supervisor, from 3.25 hrs., to 3.5 hrs., Washington, effective 8/13/19
 - Michael Quiñones, Yard Supervisor, from 3.25 hrs., to 3.5 hrs., Washington, effective 8/13/19
 - Fabiola Varela, Food Service Worker II, from 2.5 hrs. to 3.0 hrs., Wilson, effective 8/12/19
- g) More Hours/Transfer
 - Martha Murillo, from Bilingual Clerk Typist II – 5.0 hrs., Roosevelt to Bilingual Clerk Typist II – 8.0 hrs., Richmond, effective 7/30/19
- h) Voluntary Decrease in Hours
 - Elizabeth Chavez, Yard Supervisor, from 3.5 hrs. to 2.5 hrs., King, effective 8/13/19
- i) Voluntary Transfer
 - Yadira Castrejon Granados, Bilingual Clerk Typist II – 8.0 hrs., from Richmond to Kennedy, effective 7/30/19
- j) Administrative Transfer
 - Jessica Bateman, READY Program Tutor – 4.5 hrs., from Jefferson to Simas, effective 8/8/19
 - Edward Bielik, Educational Interpreter – 6.5 hrs., from Hamilton to Kennedy, effective 8/12/19

- k) Lateral Change/More Hours
 - Sabine Appleby, from Educational Tutor K-6 – 3.5 hrs. to Special Education Aide – 5.0 hrs., Hamilton, effective 8/13/19
- l) Temporary Out of Class Assignment
 - Cecily Perez, from READY Program Tutor – 4.5 hrs., to READY Site Lead – 5.0 hrs., King, effective 5/20/19 to 6/7/19
 - Mariah Romero, from READY Program Tutor – 4.5 hrs. to READY Site Lead – 5.0 hrs., Simas, effective 5/31/19 to 6/5/19
- m) Leave of Absence
 - Sarah Princetta, Teacher, Roosevelt, effective 2019-20 school year, child rearing
- n) Ratify Assistant Superintendents/CBO Employment Contracts for 2019-2020 (Gov. Code Section 53262)
 - David Endo, Chief Business Official, Fiscal Services
 - Jaime Martinez, Human Resources
 - Karen McConnell, Special Services
 - Jill Rubalcava, Curriculum, Instruction, and Professional Development

6. FINANCIAL (Endo)

- a) Consider Claim for damages: Arturo Lopez
- b) Consider Claim for Damages: Leah Jimenez
- c) Consider approval of food service agreement with Kings County Office of Education, St. Rose McCarthy Catholic School and Hanford Christina School
- d) Consider adoption of the Resolution #27-19: State Buildings Funds Application
- e) Consider approval of lease agreement with Mobile Modular
- f) Consider approval of legal contracts for the 2019-20 fiscal year

ADJOURN MEETING

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Doug Carlton

DATE: 06/03/2019

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☒ Information
☐ Action

Date you wish to have your item considered: 06/12/2019

ITEM:

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

PURPOSE:

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

FISCAL IMPACT:

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

RECOMMENDATIONS:

This item is informational only.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Doug Carlton

DATE: 06/03/2019

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☒ Information
☐ Action

Date you wish to have your item considered: 06/12/2019

ITEM:

PUBLIC HEARING - Jefferson Charter School Local Control Accountability Plan (LCAP) annual update.

PURPOSE:

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

FISCAL IMPACT:

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

RECOMMENDATIONS:

This item is informational only.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 06/03/2019

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☒ Information
☐ Action

Date you wish to have your item considered: 06/12/2019

ITEM:

PUBLIC HEARING - 2019-2020 Hanford Elementary School District Budget

PURPOSE:

Included for your review is a copy of the proposed 2019-2020 Hanford Elementary School District Budget that will be reviewed during the public hearing.

FISCAL IMPACT:

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

RECOMMENDATIONS:

This item is informational only.

HANFORD ELEMENTARY SCHOOL DISTRICT
AGENDA REQUEST FORM

TO: Joy Gabler
FROM: Jay Strickland
DATE: June 3, 2019

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

Date you wish to have your item considered: June 12, 2019

ITEM: Administrative Panel Recommendations

PURPOSE:

Case# 19-32 Wilson

Case# 19-33 Wilson

Case# 19-34 Wilson

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 06/03/2019

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 06/12/2019

ITEM:

Consider approval of warrants.

PURPOSE:

The administration is requesting the approval of the warrants as listed on the registers dated: 05/17/19, 05/24/19 and 05/31/19.

FISCAL IMPACT:

See attached.

RECOMMENDATIONS:

Approve the warrants.

Warrant Register For Warrants

Dated 05/17/2019

Warrant Number	Vendor Number	Vendor Name	Amount
12608936	59	AMERIPRIDE UNIFORM SERVICES Laundry/Mop/Mat Services	\$3,439.10
12608937	59	AMERIPRIDE UNIFORM SERVICES Laundry/Mop/Mat Services-Kitchen	\$633.36
12608938	7167	AVERIE GRACE DESIGNS Instl Matls	\$507.29
12608939	6112	JENNIFER BAYS Mileage	\$19.95
12608940	303	CHAFFEE ZOO Study Trip	\$402.00
12608941	6933	CHRISTINE CIBRIAN Study Trip	\$10.00
12608942	2900	DORIAN CRONK Study Trip	\$290.00
12608943	3682	FASTENAL Maintenance/Grounds Supplies	\$12.26
12608944	6453	FLOWERS BAKING COMPANY Food	\$2,152.44
12608945	1769	FRESNO PRODUCE Food	\$13,692.64
12608946	561	ALICE GARCIA Supplies/Postage	\$54.65
12608947	2749	GARDA CL WEST INC. Kitchen Services	\$136.40
12608948	1393	GAS COMPANY Gas	\$1,215.77
12608949	7359	GLORY GLOBAL SOLUTIONS INC Kitchen Repairs	\$447.92
12608950	591	GOLD STAR FOODS Food	\$33,300.22
12608951	2157	YOLANDA GOMES Rewards	\$39.21
12608952	1816	LUCY GOMEZ Parent Inv Supplies	\$98.61
12608953	6963	GONZALEZ ARCHITECTS Buildings & Improvements	\$35,141.91
12608954	3656	HANFORD AUTO & TRUCK PARTS Transportation Supplies	\$942.99
12608955	652	HANFORD SENTINEL Other Services	\$742.11
12608956	631	CITY OF HANFORD Other Services	\$605.00
12608957	686	JERI HIGDON Travel & Conf/Mileage	\$43.47
12608958	711	THE HORN SHOP Band Equipment	\$1,040.33
12608959	3718	ISLAND WATER PARK Field Trip	\$5,877.20
12608960	3718	ISLAND WATER PARK Field Trip	\$1,738.63
12608961	4597	IVS COMPUTER TECHNOLOGY Equipment	\$14,090.91
12608962	7056	JH TACKETT MARKETING READY Supplies	\$723.94
12608963	2062	JOHN'S INCREDIBLE PIZZA Field Trip	\$539.46
12608964	5990	KELLER FORD Maintenance/Grounds Supplies	\$137.19
12608965	3962	KINGS COUNTY GLASS Repairs	\$179.74
12608966	801	KINGS COUNTY MOBILE LOCKSMITH Repairs	\$7,204.55
12608967	802	KINGS COUNTY PIPE & SUPPLY Maintenance Supplies	\$88.35
12608968	808	KINGS WASTE & RECYCLING Water/Sewer	\$277.10
12608969	986	LAWNMOWER MAN Grounds Supplies	\$193.31
12608970	838	LAWRENCE TRACTOR COMPANY Grounds Supplies	\$310.92
12608971	4629	LOWE'S OF HANFORD Warehouse/Supplies	\$1,138.54
12608972	7260	LOWE'S PRO SERVICES Maint/Grounds/Custodial Supplies	\$1,270.69
12608973	6905	BLANCA MARTINEZ Mileage	\$209.96
12608974	4704	KELLEY MAYFIELD Mileage	\$127.60
12608975	942	KAREN MCCONNELL Travel & Conf	\$22.51
12608976	5055	METRO 4 CINEMAS Field Trip	\$2,405.00
12608977	1058	OFFICE DEPOT Warehouse	\$434.96
12608978	7016	CAROLINA ORTEGA DE GARCIA Rewards	\$11.46
12608979	1074	OUTDOOR CREATIONS INC. Equipment	\$6,132.36
12608980	5111	P & R PAPER SUPPLY COMPANY INC Kitchen	\$4,566.92
12608981	7381	CHERI PATTERSON Other Services	\$21.00
12608982	7367	PRINT THEORY Equipment	\$825.83
12608983	4465	CYNTHIA PURSELL Mileage	\$146.16

Warrant Register For Warrants

Dated 05/17/2019

Warrant Number	Vendor Number	Vendor Name	Amount
12608984	1303	SAVE MART SUPERMARKETS Food	\$644.83
12608985	4366	SCOUT ISLAND EDUCATION CENTER Other Services	\$800.00
12608986	3743	SHRED-IT USA – FRESNO Shred Services	\$263.87
12608987	1356	SILVAS OIL COMPANY INC. Fuel	\$1,187.42
12608988	1801	SMART & FINAL STORES (HFD KIT) Food	\$111.60
12608989	1392	SOUTHERN CALIFORNIA EDISON CO. Electricity	\$27,878.73
12608990	1403	STANISLAUS FOUNDATION – DENTAL Other Services	\$11,150.57
12608991	4381	STAPLES - BUSINESS ADVANTAGE Warehouse/Office Supplies	\$58.47
12608992	1444	SYSCO FOODSERVICES OF MODESTO Food	\$23,123.22
12608993	6944	TETER LLP Buildings & Improvements	\$46,222.30
12608994	4064	TULARE COUNTY OFFICE OF ED Travel & Conf	\$200.00
12608995	1521	UNITED REFRIGERATION INC. Maintenance Supplies	\$1,473.05
12608996	2653	VALLEY OXYGEN Maintenance Supplies	\$366.65
12608997	6943	WEST VALLEY SUPPLY Grounds Supplies	\$187.65
12608998	1612	MICHELLE E. WHITE Office Supplies	\$80.95
Total Amount of All Warrants:			\$257,391.23

Credit Card Register For Payments
Dated 05/17/2019

Document Number	Vendor Number	Vendor Name	Amount
14025985	509	EWING IRRIGATION PRODUCTS Grounds Supplies	\$1,064.14
14025986	827	LA TAPATIA TORTILLERIA INC. Food	\$733.37
14025987	1802	MEDALLION SUPPLY Maint/Grounds Supplies	\$236.52
14025988	1002	MORGAN & SLATES INC. Maintenance Supplies	\$10.55
14025989	3131	SHERWIN-WILLIAMS CO Maintenance Supplies	\$1,646.07
14025990	1466	TERMINIX INTERNATIONAL Pest Control	\$25.00
Total Amount of All Credit Card Payments:			\$3,715.65

Warrant Register For Warrants

Dated 05/24/2019

Warrant Number	Vendor Number	Vendor Name	Amount
12609489	6403	A BOUNCIN' BLAST Inst'l Consultant	\$3,000.00
12609490	6403	A BOUNCIN' BLAST Inst'l Consultant	\$1,475.00
12609491	6403	A BOUNCIN' BLAST Inst'l Consultant	\$875.00
12609492	6431	AMAZON.COM Office Supplies/Books/Instl Matls	\$11,853.06
12609493	53	AMERICAN MUSIC COMPANY Equipment	\$8,515.79
12609494	6253	AT&T Telephone	\$2,441.40
12609495	3258	BANK OF AMERICA Travel & Conf/Other Services	\$1,780.44
12609496	113	BARNES AND NOBLE-5886056 Books	\$491.87
12609497	7077	BLAIR CHURCH & FLYNN Buildings & Improvements	\$4,300.00
12609498	7366	BRECK'S ELECTRIC MOTORS INC. Repairs	\$672.81
12609499	5651	CALIFORNIA JUMPING OF FRESNO Inst'l Consultant	\$2,212.00
12609500	236	STATE OF CALIFORNIA Other Services	\$482.00
12609501	3822	LINDSEY CALVILLO Homeless Needs	\$31.60
12609502	1667	CDW GOVERNMENT INC. Equipment	\$7,244.45
12609503	303	CHAFFEE ZOO Study Trip	\$311.00
12609504	4178	COOK'S COMMUNICATION READY Supplies	\$4,900.78
12609505	6299	JAHNA COSTELLO Allowance	\$95.16
12609506	427	DIDAX Books	\$306.59
12609507	7348	EMMA'S BRIDAL Instl Matls	\$180.00
12609508	6661	ENGINEERING IS ELEMENTARY Books	\$2,964.39
12609509	7382	MELISSA ESCOBAR Other Services	\$20.00
12609510	2459	FACSCO Maintenance Matl's	\$4,276.35
12609511	6232	FOLLETT LIBRARY RESOURCES Books/eBooks	\$6,538.37
12609512	5949	FREESTYLE EVENT SERVICES INC Inst'l Consultant	\$2,900.00
12609513	2141	FRESNO COUNTY OFFICE OF ED Travel & Conf	\$700.00
12609514	3400	FRESNO COUNTY OFFICE OF ED Entry Fees	\$200.00
12609515	5314	THE GARLAND COMPANY INC Buildings & Improvements	\$5,544.67
12609516	1393	GAS COMPANY Gas	\$278.06
12609517	4546	GIGGLETIME TOY CO Instl Matls	\$41.97
12609518	3305	GILBERT ELECTRIC COMPANY Repairs	\$6,250.00
12609519	647	HANFORD JT. UNION HIGH SCHOOL Transportation	\$315.63
12609520	630	CITY OF HANFORD Buildings & Improvements	\$3,250.80
12609521	3367	HEINEMANN PUBLISHING Books	\$760.94
12609522	5264	HOUGHTON MIFFLIN HARCOURT Books	\$13,569.19
12609523	2528	INDUSTRIAL PLUMBING SUPPLY Maint Supplies	\$1,133.05
12609524	7175	iREPAIR Repairs	\$462.28
12609525	4106	KAEDEN BOOKS Books	\$8,378.37
12609526	3760	KINGS COUNTY AIR Repairs	\$5,415.00
12609527	796	KINGS COUNTY OFFICE OF ED Other Services	\$28,807.50
12609528	5304	KONA ICE OF KINGS COUNTY Rewards	\$262.50
12609529	7360	MATH STACKERS Allowance/Instl Matls	\$177.00
12609530	6655	MELISSA NABAYAN Allowance	\$200.00
12609531	1021	NASCO Instl Matls	\$239.20
12609532	4669	NEW MANAGEMENT Maintenance Supplies	\$619.37
12609533	4188	CHAD NIELSEN Mileage	\$32.42
12609534	6737	JULIE O'DANIEL Athletic Supplies	\$100.35
12609535	1058	OFFICE DEPOT Warehouse	\$726.43
12609536	7203	PARADIGM HEALTHCARE SERVICES LLC. Other Services	\$450.91

Warrant Register For Warrants

Dated 05/24/2019

Warrant Number	Vendor Number	Vendor Name	Amount
12609537	3689	PIONEER VALLEY ED. PRESS Inst'l Matl's	\$44.99
12609538	6768	REPTILE RON ANIMAL PRESENTATIONS Inst'l Consultant	\$350.00
12609539	6533	SCHOOL LIFE Instl Matls	\$242.79
12609540	1374	SMART & FINAL STORES (HFD DO) Supplies	\$341.11
12609541	1880	SOUTH COUNTY SUPPORT SERVICES AGENCY Transportation	\$542.26
12609542	1392	SOUTHERN CALIFORNIA EDISON CO. Electricity	\$4,349.68
12609543	2031	SOUTHWEST SCH & OFFICE SUPPLY Warehouse	\$1,621.62
12609544	7122	SQUARED AWAY GRAPHICS Inst'l Matl's	\$281.49
12609545	5622	JOANNA STONE Mileage	\$81.55
12609546	7127	SUNCO DESIGNS Inst'l Matl's	\$1,029.60
12609547	2188	SUPPLYWORKS Equipment/DSF Supplies	\$10,824.81
12609548	1544	VALLEY OAK CABINET MFG. Maintenance Matl's	\$70.00
12609549	1647	VERITIV OPERATING COMPANY Inst'l Matl's	\$1,806.08
Total Amount of All Warrants:			\$167,369.68

Credit Card Register For Payments

Dated 05/24/2019

Document Number	Vendor Number	Vendor Name	Amount
14026060	3599	4IMPRINT INC Inst'l Matl's	\$2,161.99
14026061	91	AUTOMATED OFFICE SYSTEMS Equipment	\$3,003.25
14026062	2103	EDGEWOOD PRESS Inst'l Matl's	\$969.26
14026063	539	FRANKLIN COVEY PRODUCTS LLC Office Supplies	\$181.43
14026064	708	HOLT LUMBER INC. Athletic Supplies	\$307.70
14026065	1111	J W PEPPER & SON INC eBooks	\$101.89
14026066	2463	JONES SCHOOL SUPPLY CO. INC. Inst'l Matl's	\$5,780.37
14026067	2584	KIMBALL MIDWEST Transportation Supplies	\$222.37
14026068	806	KINGS COUNTY TROPHY Band Matl's	\$1,322.67
14026069	831	LAKESHORE LEARNING MATERIALS Allowance	\$303.13
14026070	854	LIBRARY STORE INC. Inst'l Matl's	\$1,997.70
14026071	886	LRP PUBLICATIONS INC. Software License	\$1,320.00
14026072	934	MASTER TEACHER HR Supplies	\$4,617.95
14026073	1800	MITY-LITE INC. Office Supplies	\$3,601.09
14026074	6050	NETSOURCE GLOBAL INC Supplies	\$608.51
14026075	5326	PARC ENVIRONMENTAL Repairs	\$11,457.00
14026076	5934	PEARSON - CLINICAL ASSESSMENT Software License	\$1,826.77
14026077	1121	PERMA-BOUND Books	\$3,805.12
14026078	3583	SAN JOAQUIN IMPERIAL Repairs	\$325.21
14026079	3849	SCHOLASTIC READING CLUBS Books	\$256.33
14026080	1313	SCHOLASTIC TEACHERS STORE Books	\$9,509.79
14026081	1350	SIGN WORKS Inst'l Matl's	\$2,505.85
14026082	1702	TRIPLE J CONCRETE Grounds Matl's	\$92.34
14026083	1637	WOODWIND & BRASSWIND Band Matl's	\$626.06

Total Amount of All Credit Card Payments:

\$56,903.78

Warrant Register For Warrants

Dated 05/31/2019

Warrant Number	Vendor Number	Vendor Name		Amount
12610306	6934	BLANCA ALVARADO-CABRERA	REIMB/SUPPLIES	\$61.26
12610307	2352	AMS.NET	TECH EQUIP & SUPPORT	\$28,471.09
12610308	6253	AT&T	UTILITIES/PHONE	\$41.41
12610309	3947	ATKINSON ANDELSON LOYA RUUD & ROMO	LEGAL SERVICES	\$5,788.13
12610310	113	BARNES AND NOBLE-5886056	BOOKS	\$215.06
12610311	150	BLINDS ETC.	REPAIRS	\$137.28
12610312	355	CDT INC.	DRUG SCREENING	\$132.00
12610313	299	CENTRAL VALLEY COMP. CARE INC.	SERVICES/PHYSICALS	\$79.00
12610314	6964	CENTRAL VALLEY PRINT SOLUTIONS	SUPPLIES/YEARBOOKS	\$20,834.39
12610315	4178	COOK'S COMMUNICATION	SUPPLIES/RADIOS	\$51.68
12610316	3799	DAVE'S UPHOLSTERY	REPAIRS/SEAT	\$140.00
12610317	4815	DIGITECH INTEGRATIONS INC	REPAIRS	\$120.00
12610318	497	EMPLOYMENT DEVELOPMENT DEPT.	SERVICE	\$8.48
12610319	528	FOCUS PACKAGING & SUPPLY CO	WAREHOUSE SUPPLIES	\$3,679.75
12610320	1393	GAS COMPANY	UTILITIES/GAS	\$21.36
12610321	2157	YOLANDA GOMES	REIMB/SUPPLIES	\$124.22
12610322	5813	HANFORD FOX THEATER	FIELD TRIP	\$1,729.00
12610323	7175	iREPAIR	REPAIRS	\$204.57
12610324	3494	KINGS COUNTY BOWL	FIELD TRIP	\$38.50
12610325	5828	KINGS COUNTY DEPT OF PUBLIC WORKS	FUEL	\$76.20
12610326	796	KINGS COUNTY OFFICE OF ED	SERVICES/INTERNET	\$60,426.30
12610327	2243	MATSON ALARM	SERVICES/SECURITY	\$246.00
12610328	970	MERCED CO. OFFICE OF EDUCATION	SERVICES/CONSULT	\$2,400.00
12610329	7383	ALISHA PETERSON	REIMB/MILEAGE	\$294.64
12610330	4088	ESTHER PHELPS	REIMB/SUPPLIES	\$16.09
12610331	7362	PLAY & PARK STRUCTURES DIRECT	EQUIP/OUTDOOR	\$2,741.27
12610332	6499	VERONICA REYNOSO	REIMB/SUPPLIES	\$6.50
12610333	7084	JESUS RODRIGUEZ	REIMB/SUPPLIES	\$38.49
12610334	2031	SOUTHWEST SCH & OFFICE SUPPLY	WAREHOUSE SUPPLIES	\$1,911.43
12610335	1403	STANISLAUS FOUNDATION – DENTAL	SERVICES/DENTAL	\$17,202.90
12610336	1504	TURF STAR INC.	SUPPLIES	\$655.61
12610337	4522	US AIR CONDITIONING DIST INC.	SUPPLIES	\$246.59
12610338	3390	OSWALDO VASQUEZ	REIMB/SUPPLIES	\$300.29
12610339	1558	VERIZON WIRELESS	UTILITIES/PHONE	\$1,150.14
12610340	1575	WALMART COMMUNITY RFCSLLC	SUPPLIES	\$1,751.53
12610341	1603	WESTERN BUILDING MATERIALS	SUPPLIES	\$407.55
12610342	4974	WILBOOKS	BOOKS	\$333.31

Total Amount of All Warrants:

\$152,082.02

Credit Card Register For Payments
Dated 05/31/2019

Document Number	Vendor Number	Vendor Name		Amount
14026139	2501	ASCD	MEMBERSHIP DUES	\$89.00
14026140	529	FOLLETT SCHOOL SOLUTIONS	BOOKS/E-BOOKS	\$2,146.79
14026141	1111	J W PEPPER & SON INC	BOOKS	\$1,427.93
14026142	806	KINGS COUNTY TROPHY	SUPPLIES/REWARDS	\$3,196.05
14026143	1322	SCHOOL HEALTH CORPORATION	SUPPLIES	\$114.84
14026144	1345	SHIFFLER EQUIPMENT SALES INC.	SUPPLIES	\$344.86
Total Amount of All Credit Card Payments:				\$7,319.47

Hanford Elementary School District
Minutes of the Regular Board Meeting
 May 22, 2019

Minutes of the Regular Board Meeting of the Hanford Elementary School District Board of Trustees on May 22, 2019 at the District Office Board Room, 714 N. White Street, Hanford, CA.

Call to Order President Revious called the meeting to order at 5:30 p.m. Trustee Garcia, Garner, Hernandez and Strickland were present.

HESD Managers Present Joy C. Gabler, Superintendent, and the following administrators were present: Doug Carlton, Debra Colvard, Kenny Eggert, David Endo, Matthew Gamble, David Goldsmith, Lucy Gomez, Lindsay Hastings, Jaime Martinez, Karen McConnell, Gerry Mulligan, Julie Pulis, Jill Rubalcava, Cruz Sanchez-Leal and Jay Strickland.

Closed Session Trustees adjourned to closed session for the purpose of:

- Student Discipline pursuant to Education Code section 48918
- Public Employee Discipline/Dismissal/Release (GC 54957)
- Conference with Labor Negotiators (GC 54957.6)

Agency Representatives: J. Gabler & J. Martinez
 Employee Organization: HETA & CSEA

Open Session Trustees returned to open session at p.m.

Case# 19-29; 19-31 Trustee Strickland moved to accept the Findings of Facts and expel Case # 19-29 and #19-31 for the remainder of the 2018-2019 school year and the first semester of the 2019-2020 school year for violation of Education Code 48900 and/or 48915 as determined by the Administrative Panel at hearings held on May 20, 2019. However, Trustee Strickland further moved that the parents may apply for readmission on or after June 7, 2019. If readmission is granted, the expulsion order shall be suspended and the student may attend regular school in probationary status on a Behavior Conditions Plan through January 13, 2020. Trustee Hernandez seconded; motion carried 5-0:

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

Case# 19-30 Trustee Strickland moved to accept the Findings of Facts and expel Case # 19-30 for the remainder of the 2018-2019 school year and the first semester of the 2019-2020 school year for violation of Education Code 48900 and/or 48915 as determined by the Administrative Panel at hearings held on May 20, 2019. Parents may apply for readmission on or after January 13, 2020. Trustee Garcia seconded; motion carried 5-0:

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

Personnel No action taken.

Labor Negotiators	No action taken.
Public Comments	<p>Lucy Gomez, Director of Curriculum, stated last week Migrant had the journalists who participated in Migrant's journalism classes present the newspaper they put together. The newspaper is in bilingual format and she wanted to share it with the Board. A couple of students got to present a couple of the articles.</p> <p>Joy Gabler, Superintendent, stated the back of the newspaper has pictures of the wonderful journalists. Two students that read their articles are from Woodrow Wilson. She stated they did a wonderful job reading both English and Spanish.</p>
Board and Staff Comments	Trustee Strickland indicated unfortunately the State of California is 41 st in per pupil funding, 45 th in the percentage of taxable income spent on education, and 48 th in staff per student. He stated California is not doing its job in getting our students educated and taking care of the future. He stated it is sad.
Requests to Address the Board	None
Dates to Remember	President Revious reviewed dates to remember: Minimum Day for JR High and Orientation for 6th Grade on May 23rd; Minimum Day on May 24th; Memorial Day - Holiday on May 27th; Jefferson Promotion on June 5th; JFK and WW Promotions on June 6th; Last Day of School on June 7th.

CONSENT ITEMS

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

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

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

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

The items approved are as follows:

- a) Warrant listings dated May 3, 2019 and May 10, 2019.
- b) Minutes of Regular Board Meeting held on May 8, 2019.
- c) interdistrict transfers as recommended.
- d) Donation of \$93.50 from Box Tops for Education (Hamilton).
- e) Donation of \$70.00 from Box Tops for Education (Lee Richmond).
- f) Donation of \$32.10 from Box Tops for Education (Monroe).

INFORMATION ITEMS

- 2018-19 District/Board Goals** Joy C. Gabler, Superintendent, presented for information a review of the 2018-2019 District/Board Goals. She reviewed the PowerPoint Presentation provided to the Board. The presentation reviewed the overarching themes of the goals and the District's five (5) goals. She reminded the audience the District's goals align with eight (8) state priorities and the District's Local Control Accountability Plan (LCAP). She quickly reviewed the LCAP's 3-year plan requirements. She then reviewed each District goal and how HESD is meeting that goal.
- Pearson Success Maker** Doug Carlton, Director of Program Development, Assessment & Accountability, presented for information the Pearson Success Maker Online Instructional Material for Community Day School. He stated that CDS students have an additional need for an instructional program that can be individualized to a student's academic level. We have students coming in to CDS from different grade levels being placed in one classroom. There is a need for a self-paced program where students can accelerate but also remediate. There is also a need for something that can go back with the student as they transition back to their regular school. This program allows them to have something to work on as they come up to speed with the work that is currently done in their classroom and will aid in their transition. This program was reviewed by Mr. Kenny Eggert, Mrs. Jill Rubalcava, Mr. Doug Carlton and Mrs. Carrol Gallegos. It will be funded through a grant CDS has received to provide additional support for students.
- District Initial Proposal – CSEA** Jaime Martinez, Assistant Superintendent of Human Resources, presented for information the District's Initial Proposal to California School Employees Association (CSEA) for 2019-2020 amendments to the 2017-2020 Collective Bargaining Agreement between Hanford Elementary School District (HESD) and CSEA (reopened articles).
- CSEA Initial Proposal** Jaime Martinez, Assistant Superintendent of Human Resources, presented for information the CSEA's Initial Proposal for 2019-2020 amendments to the 2017-2020 Collective Bargaining Agreement between HESD and CSEA.
- Financial Report 07/01/18 – 04/30/19** David Endo, Chief Business Official, presented for information the monthly financial reports for the period of 07/01/2018-04/30/2019.
- E 3553** David Endo, Chief Business Official, presented for information the following revised Exhibit:
- E 3553 – Free and Reduced Meals

BOARD POLICIES AND ADMINISTRATION

- Resolution #22-19** Trustee Strickland made a motion to adopt Resolution #22-19: Regarding Absent Board Member Compensation. Trustee Garcia seconded; motion carried 4-0:
- Garcia – Yes
 - Garner – Abstained
 - Hernandez – Yes
 - Revious – Yes
 - Strickland – Yes

Resolution #23-19	<p>Trustee Strickland made a motion to adopt Resolution #23-19: Regarding Absent Board Member Compensation. Trustee Garcia seconded; motion carried 4-0:</p> <p>Garcia – Yes Garner – Yes Hernandez – Abstained Revious – Yes Strickland – Yes</p>
2018-19 Tittle I Evaluation	<p>Trustee Garcia made a motion to approve the HESD 2018-19 Evaluation of Consolidated Programs/ Comprehensive Needs Assessment (Title 1 Evaluation). Trustee Strickland seconded; motion carried 5-0:</p> <p>Garcia – Yes Garner – Yes Hernandez – Yes Revious – Yes Strickland – Yes</p>
2019-20 SARB Agreement	<p>Trustee Garcia made a motion to approve the SARB agreement with KCOE for the 2019-20 School Year. Trustee Garner seconded; motion carried 5-0:</p> <p>Garcia – Yes Garner – Yes Hernandez – Yes Revious – Yes Strickland – Yes</p>
TCOE – Plan to Work w/ Jefferson	<p>Trustee Garcia made a motion to approve the Plan of Work with Tulare COE and Jefferson Charter Academy. Trustee Hernandez seconded; motion carried 5-0:</p> <p>Garcia – Yes Garner – Yes Hernandez – Yes Revious – Yes Strickland – Yes</p>
Band Educator Out-of-State Travel	<p>Trustee Garcia made a motion to approve the out-of-state travel for a HESD Band Educator to attend the VanderCook College of Music Mariachi Workshop on July 8-12, 2019. Trustee Strickland seconded; motion carried 5-0:</p> <p>Garcia – Yes Garner – Yes Hernandez – Yes Revious – Yes Strickland – Yes</p>
MLK Exterior Painting	<p>Trustee Strickland made a motion to approve the award for the Exterior Painting of Martin Luther King Elementary School to Jeff Painting. Trustee Hernandez seconded; motion carried 5-0:</p> <p>Garcia – Yes Garner – Yes Hernandez – Yes Revious – Yes Strickland – Yes</p>

BP/AR 1312.3 Trustee Garner made a motion to approve the following revised Board Policy and Administrative Regulation 1312.3 – Uniform Complaint Procedures. Trustee Garcia seconded; motion carried 5-0:

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

BP/AR 5145.3 Trustee Strickland made a motion to approve the following revised Board Policy and Administrative Regulation 5145.3 – Nondiscrimination/Harassment. Trustee Hernandez seconded; motion carried 5-0:

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

BP 5145.9 Trustee Garcia made a motion to approve the following revised Board Policy 5145.9 – Hate-Motivated Behavior. Trustee Strickland seconded; motion carried 5-0:

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

AR/E 5125.1 Trustee Strickland made a motion to approve the following revised Administrative Regulation and Exhibit 5125.1 – Release of Directory Information. Trustee Garcia seconded; motion carried 5-0:

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

BP/AR 5145.13 Trustee Hernandez made a motion to approve the following new Board Policy and Administrative Regulation 5145.13 – Response to Immigration Enforcement. Trustee Garcia seconded; motion carried 5-0:

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

PERSONNEL

Trustee Hernandez made a motion to take Personnel items “a” through “f” together. Trustee Garcia seconded; the motion carried 5-0:

Garcia – Yes
 Garner – 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 5-0:

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

***Item "a" –
 Employment***

The following items were approved:

Certificated, effective 8/8/19

- Maria Lawson, Teacher, Probationary

Classified

- Dezirae De Soto, Food Service Worker I – 3.0 hrs., Lincoln, effective 5/7/19

Temporary Employees/Substitutes

- Brooke King, Substitute Yard Supervisor, effective 4/29/19
- Melonie Thomas, Short-term Special Circumstance Aide – 5.5 hrs., Richmond, effective 5/14/19 to 6/7/19
- Kathy Turner, Substitute Yard Supervisor, effective 5/10/19

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

CERTIFICATED STAFF SUMMER PROGRAMS

Special Education Extended School Year at Lee Richmond School – June 10, 2019 (prep day – 4.0 Hours/Day); June 11, 2019 – June 28, 2019 – 5.5 Hours/Day

- Yolanda Bernal, Teacher, 6/10/19 prep day, and 6/11/19 to 6/19/19
- Charles Cole, Teacher, 6/10/19 prep day, and 6/19/19 to 6/28/19

Summer Enrichment Program at Lee Richmond School, June 14, 2019 (prep day – 5.5 hrs.); June 17 - June 28, 2019 - 5.5 Hours/Day

- Maria Porras, 3rd grade Teacher
- Shannon Shuklian, 3rd grade Teacher
- John Porras, 4th grade Teacher
- Sara DeCuir, 4th grade Teacher
- Katie Warner, 5th grade Teacher
- Leslie Griffith, 5th grade, Teacher

Summer Enrichment Program at Lee Richmond School, June 14, 2019 (prep day – 5.5 hrs.); June 17 - June 28, 2019 – 3.0 Hours/Day

- Carla Bode, Art, Teacher

Nursing Services for Summer Migrant Program at Jefferson School – June 10 – June 28, 2019, 5.5 Hours/Day

- Cara Cummings, School Nurse, effective 6/10/19 – 6/12/19
- Debra Cawley, School Nurse, effective 6/17/19 – 6/21/19
- Kathleen Salyer, School Nurse, effective 6/24/19 – 6/28/19
- LeAnn Wiliamson, School Nurse, effective 6/13/19 – 6/14/19

CLASSIFIED STAFF SUMMER PROGRAMS

Summer Enrichment Program at John F. Kennedy Jr. high School

- Yadira Castrejon Granados, Bilingual Clerk Typist II – 4.0 hrs. (prep day 6/14/19) and 5.5 hrs., effective 6/17/19 to 6/28/19, Kennedy

- Florita Magallon, Bilingual Student Specialist – 4.0 hrs. effective 6/14/19 (prep day), and 5.0 hrs., effective 6/17/19 to 6/28/19, Kennedy
- Daisy Wallace, Bilingual Licensed Vocational Nurse – 4.0 hrs. (prep day 6/14/19) and 5.5 hrs., effective 6/17/19 to 6/28/19, Kennedy

Migrant Summer School at Jefferson School

- Johnathan Covian, Custodian II – 5.5 hrs., Jefferson, effective 6/10/19 to 6/27/19

Seamless Summer Meal Program

- Jamie Reyes Camargo, Food Service Worker I – 2.5 hrs., Kennedy, effective 6/10/19 to 7/26/19
- Corina Carrera, Cook/Baker – 5.5 hrs., Food Services, effective 6/10/19 to 7/26/19
- Lucila Cervantes, Food Service Worker I – 2.5 hrs., Roosevelt, effective 6/10/19 to 7/26/19
- Johnathan Covian, Food Service Worker II – 2.5 hrs., Jefferson, effective 6/10/19 to 7/26/19
- Anna Hernandez, Food Service Worker I – 2.5 hrs., Jefferson, effective 6/10/19 to 7/26/19
- Loretta King, Yard Supervisor – 1.75 hrs., Jefferson, effective 6/10/19 to 7/26/19
- Wendi Santimore, Food Service Worker I – 2.5 hrs., Kennedy, effective 6/10/19 to 7/26/19
- Amanda Smith, Food Service Worker I – 2.5 hrs., Roosevelt, effective 6/10/19 to 7/26/19

Item "c" – Resignations

- Heidi Brunette, Substitute Special Education Aide and Yard Supervisor, effective 3/28/19
- Donna Duran, Substitute Alternative Education Program Aide, Food Service Worker I/II and Yard Supervisor, effective 4/23/19
- Heather Miller, Special Education Aide – 5.0 hrs., Richmond, effective 6/7/19
- Erik Villasenor, READY Program tutor – 4.5 hrs., Jefferson, effective 5/10/19 (revised)

Item "d" – Termination of Probation Employee

- Yvette Mena, Yard Supervisor – 2.0 hrs., Monroe, effective 6/6/19

Item "e" – Voluntary Demotion/Transfer

- Gabriella Raeber, from Special Education Aide – 5.0 hrs., Hamilton to READY Program Tutor – 4.5 hrs., Simas, effective 8/8/19

Item "f" – Volunteers

<u>Name</u>	<u>School</u>
Corina Mendoza	Lincoln
Cindy Covarrubias	Monroe
Mary Mendez	Washington

FINANCIAL

School Services of California Trustee Garcia made a motion to approve the contract with School Services of California for the 2019-2020 fiscal year. Trustee Strickland seconded; motion carried 5-0:
 Garcia – Yes
 Garner – Yes

Hernandez – Yes
Revious – Yes
Strickland – Yes

Adjournment There being no further business, President Revious adjourned the meeting at 7:20 p.m.

Respectfully submitted,

Joy C. Gabler,
Secretary to the Board of Trustees

Approved:

Timothy Revious, President

Greg Strickland, Clerk

Hanford Elementary School District
Minutes of the Special Board Meeting
May 31, 2019

Minutes of the Special Board Meeting of the Hanford Elementary School District Board of Trustees on May 31, 2019 at the District Office Board Room, 714 N. White Street, Hanford, CA.

Call to Order President Revious called the meeting to order at 9:00 a.m. Trustee Garcia, Garner, Hernandez and Strickland were present.

HESD Managers Present Joy C. Gabler, Superintendent, and the following administrators were present: Jaime Martinez.

Closed Session Trustees adjourned to closed session for the purpose of:

- Public Employee Discipline/Dismissal/Release (GC 54957)
 - Case #2019-02
 - Certificated

Open Session Trustees returned to open session at 9:16 a.m.

Personnel – Certificated No action was taken by the Board.

Personnel – Case #2019-02 During closed session, the Board acted to approve Resignation Agreement regarding a permanent classified employee, Case No. 2019-02 effective June 30, 2019 by the following roll call vote:

The motion carried by a vote of 5 to 0.

Adjournment There being no further business, President Revious adjourned the meeting at 9:17 a.m.

Respectfully submitted,

Joy C. Gabler,
 Secretary to the Board of Trustees

Approved:

 Timothy Revious, President

 Greg Strickland, Clerk

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Lindsay Hastings

DATE: 5/7/19

FOR: x ☐ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
x ☐ Action

Date you wish to have your item considered: 6/12/19

ITEM: Donation of \$875.00 from Washington PTC to HESD**PURPOSE:** Student Incentives

FISCAL IMPACT: 0100-1100-0-1110-1000-430000-028-0000 -\$275.00
0100-1100-0-1110-1000-440000-028-0000-\$600.00

RECOMMENDATIONS: Accept Donation

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Kristina Baldwin

DATE: 06/03/2019

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☐ Action

Date you wish to have your item considered: June 12, 2019

ITEM: PTC Donation**PURPOSE:** General Fund/Instructional Supplies- 0100-1100-0-1110-1000-430000-027-0000**FISCAL IMPACT:** \$8400.00**RECOMMENDATIONS:** Approve Donation

AGENDA REQUEST FORM

TO: Joy Gabler

FROM: Doug Carlton

DATE: May 16, 2019

For: ☒ Board Meeting
☐ Superintendent's Cabinet

For: ☒ Information
☐ Action

Date you wish to have your item considered: June 12, 2019

ITEM: Hear and consider for Information, the Hanford Elementary Community Day School 2019-2020 School Plan for Student Achievement and Comprehensive Support and Improvement Plan

PURPOSE: The Hanford Elementary Community Day School has been identified by the California Department of Education as eligible for Comprehensive Support and Improvement based on the California School Dashboard Chronic Absenteeism and Suspension Rate Indicators.

A review of the school's data on chronic absenteeism, suspension rate, student performance on state and local assessments along with an analysis of resource inequities has led to the identification of a series of needs:

- There is a need to strengthen the relationship between CDS students and the adults in the school.
- There is a need to build the relationships between the families of CDS students and the school.
- There is a need to build CDS students' relationships with one another.
- There is a need to provide students with the skills that will enable them to foster and support these relationships.
- There is a need to provide support to CDS students as they transition back to their home schools.
- There is a need to provide students at CDS with instruction in art, music, and physical education.
- There is a need to provide teachers at CDS with professional development that includes teacher collaboration and instructional coaching.
- There is a need to provide students with an instructional program that can be individualized to a student's academic level, that has the capability for both remediation and acceleration, that has assessment and progress monitoring tools, and that can follow the student as he/she transitions back to the home school

A School Plan for Student Achievement and Comprehensive Support and Improvement has been developed with the school site council and Kings County Office of Education that addresses these needs and will be implemented in the 2019-2020 school year. This plan includes evidence based interventions based on the needs identified above.

Fiscal Impact:

Title I	\$ 2,134
CSI	\$ 168,211
LCFF	\$ 974,256

RECOMMENDATION: Receive for Information the 2019-2020 CDS School and CSI Plan

HANFORD ELEMENTARY SCHOOL DISTRICT**AGENDA REQUEST FORM**

TO: Joy Gabler

FROM: Doug Carlton

DATE: May 16, 2019

For: ☒ Board Meeting
☐ Superintendent's Cabinet

For: ☒ Information
☐ Action

Date you wish to have your item considered: June 12, 2019

ITEM: Hear and consider for Information, the 2019-2020 LCAP Federal Addendum and Spending Plan for Title I, II, III, IV.

PURPOSE: The LCAP Federal Addendum is meant to supplement the LCAP to ensure that eligible LEAs have the opportunity to meet the Local Educational Agency (LEA) Plan provisions of the ESSA.

Fiscal Impact:

The LCAP Federal Addendum is a requirement for receiving Title I, II, III, and IV funding.

RECOMMENDATION: Receive for Information the 2019-2020 LCAP Federal Addendum and Spending Plan

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy Gabler

FROM: Doug Carlton

DATE: May 16, 2019

For: ☒ Board Meeting
☐ Superintendent's Cabinet

For: ☒ Information
☐ Action

Date you wish to have your item considered: June 12, 2019

ITEM: Hear and consider for Information, the 2019-2020 School Plans for Student Achievement.

PURPOSE: Each school has carefully and thoroughly followed the planning process. School site councils have approved the 2019-2020 school plans. Planning amounts are based on estimated allocations and carryover from the prior school year.

The school plans include funding from Title I Part A and LCFF

Fiscal Impact:

School	Title I Funds	LCFF Funds	Total School Plan Funds	
Hamilton Elementary	\$ 80,895	\$ 12,415	\$ 93,310	
Jefferson	\$ 50,694	\$ 8,352	\$ 59,046	
Kennedy Jr. High	\$ 113,900	\$ 17,289	\$ 131,189	
King Elementary	\$ 117,783	\$ 18,622	\$ 136,405	
Lincoln Elementary	\$ 89,523	\$ 13,522	\$ 103,045	
Monroe Elementary	\$ 121,018	\$ 18,394	\$ 139,412	
Richmond Elementary	\$ 90,386	\$ 13,780	\$ 104,166	
Roosevelt Elementary	\$ 113,252	\$ 17,387	\$ 130,639	
Simas Elementary	\$ 65,363	\$ 10,237	\$ 75,600	
Washington Elementary	\$ 90,386	\$ 13,910	\$ 104,296	
Wilson Jr. High	\$ 103,545	\$ 15,762	\$ 119,307	
Total	\$ 1,038,902	\$ 160,025	\$ 1,198,927	

RECOMMENDATION: Receive for Information the 2019-2020 School Plans

HANFORD ELEMENTARY SCHOOL DISTRICT**AGENDA REQUEST FORM**

TO: Joy Gabler

FROM: Doug Carlton

DATE: May 29, 2019

For: ☒ Board Meeting
☐ Superintendent's Cabinet

For: ☒ Information
☐ Action

Date you wish to have your item considered: June 12, 2019

ITEM: Receive for information a report from the District Parent Advisory Committee for the meeting held on March 19, 2019. (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

Meeting #3

March 19, 2019

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's Accountability System
 - Review California School Dashboard Local Indicators
 - HESD Parent Survey Results
 - HESD Student LCAP Survey Results
- The Local Control Accountability Plan (LCAP) (Services for Students Under Goal 4)

The Parent Advisory Committee made the following recommendations:

- Provide all parents with the opportunity to take the HESD parent Survey
 - Explore the possibility of conducting the survey online
- Research ways to structure the school day that would allow more students to eat school lunch on Wednesdays
- Provide services and programs to students and or parents that include
 - Parenting information/classes
 - Life skills information/classes for parents and students
 - Peer mediation activities for elementary and junior high
 - Ensure counselors are able to meet with students in a location where confidentiality is maintained

HANFORD ELEMENTARY SCHOOL DISTRICT**AGENDA REQUEST FORM**

TO: Joy Gabler

FROM: Lucy Gomez

DATE: May 29, 2019

For: ☒ Board Meeting
☐ Superintendent's Cabinet

For: ☒ Information
☐ Action

Date you wish to have your item considered: June 12, 2019

ITEM: Receive for information a report from the District English Learner Advisory Committee for the meeting held on April 3, 2019. (For DELAC Meeting #3)

PURPOSE: The DELAC advises the board on the educational programs and services for English Learners.

FISCAL IMPACT: PAC is a requirement of the Local Control Funding Formula and for Federal Title I, II, and III programs.

Hanford Elementary School District



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

Date of Meeting: April 3, 2019
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 of the following topics:

- District-wide needs assessment on a school by school basis/Local Control Accountability Plan
 - California School Dashboard: Information that Informs Local Indicators
 - Review the Annual Parent Survey Annual Parent Survey Results
 - Review the LCAP Student Survey Results
 - LCAP Programs and Services to effect School Climate Indicators
 - The LCAP Summary
- Annual Language Census
- State Testing
 - Reminder State Testing May 6-24
 - Electronic Student Score Reports

The DELAC made the following recommendations:

- Continue to provide the DELAC with information and results from parent and student surveys
- Based on survey results and the experiences of DELAC members, expand the number of spaces for students in the READY program
- Provide parents with access to ParentVue for the purpose of viewing student score reports
- Continue to develop and deliver services and programs that support English learners
- Continue to provide services and programs to students that support safe schools

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 06/03/2019

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☒ Information
☐ Action

Date you wish to have your item considered: 06/12/2019

ITEM:

Receive for information monthly financial reports for the period of 07/01/2018-05/31/2019.

PURPOSE:

Attached are financial summaries for all of the District's funds for the period of 07/01/2018-05/31/2019. These reports have incorporated the latest board approved budget revisions.

FISCAL IMPACT:

The financial reports are informational only.

RECOMMENDATIONS:

Receive the monthly financial reports.

13 Hanford Elementary School District
 Fiscal Year: 2019
 Requested by dendo

Fiscal Position Report

May 2019

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Fund: 0100 General Fund

		May Amount	YTD Amount	Revised Budget	% of Budget	% Remain
BEGINNING BALANCE						
Net Beginning Balance	9791-9795		\$10,335,562.56	\$10,335,562.56		
REVENUES						
1) LCFF Sources	8010-8099	\$4,128,811.00	\$51,126,789.07	\$56,677,306.00	90.21	9.79
2) Federal Revenues	8100-8299	\$5,841.71	\$2,400,111.38	\$4,110,539.26	58.39	41.61
3) Other State Revenues	8300-8599	\$0.00	\$2,712,115.37	\$6,029,199.00	44.98	55.02
4) Other Local Revenues	8600-8799	\$174,285.33	\$2,141,361.74	\$2,874,744.39	74.49	25.51
5) Total, Revenues		\$4,308,938.04	\$58,380,377.56	\$69,691,788.65	83.77	16.23
EXPENDITURES						
1) Certificated Salaries	1000-1999	\$2,500,135.61	\$24,969,925.06	\$27,766,456.00	89.93	10.07
2) Classified Salaries	2000-2999	\$966,936.66	\$10,258,402.86	\$11,329,876.00	90.54	9.46
3) Employee Benefits	3000-3999	\$1,335,140.92	\$13,438,809.35	\$17,182,492.00	78.21	21.79
4) Books and Supplies	4000-4999	\$940,230.48	\$2,491,949.27	\$4,267,722.22	58.39	41.61
5) Services, Oth Oper Exp	5000-5999	\$410,035.15	\$3,959,787.11	\$4,008,469.74	98.79	1.21
6) Capital Outlay	6000-6999	\$26,766.20	\$532,767.68	\$2,002,218.34	26.61	73.39
7) Other Outgo(excl. 7300`s)	7100-7499	\$77,435.50	\$682,281.23	\$1,459,384.00	46.75	53.25
8) Direct/Indirect Support	7300-7399	\$0.00	\$0.00	(\$355,000.00)	0.00	100.00
9) Total Expenditures		\$6,256,680.52	\$56,333,922.56	\$67,661,618.30	83.26	16.74
OTHER FINANCING SOURCES/USES						
1) Transfers						
B) Transfers Out	7610-7629	\$0.00	\$758,883.00	\$1,451,093.00	52.30	47.70
3) Contributions	8980-8999	\$0.00	\$0.00	\$0.00	0.00	100.00
4) Total, Other Financing Sources/Uses		\$0.00	(\$758,883.00)	(\$1,451,093.00)	52.30	47.70
NET INCREASE (DECREASE) IN FUND BALANCE		(\$1,947,742.48)	\$1,287,572.00	\$579,077.35		
ENDING FUND BALANCE			\$11,623,134.56	\$10,914,639.91		

13 Hanford Elementary School District
 Fiscal Year: 2019
 Requested by dendo

Fiscal Position Report

May 2019

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Fund: 0900 Charter Schools Fund

		May Amount	YTD Amount	Revised Budget	% of Budget	% Remain
BEGINNING BALANCE						
Net Beginning Balance	9791-9795		\$433,160.97	\$433,160.97		
REVENUES						
1) LCFF Sources	8010-8099	\$397,103.00	\$3,684,094.00	\$4,317,724.00	85.32	14.68
3) Other State Revenues	8300-8599	\$0.00	\$129,653.77	\$320,170.00	40.50	59.50
4) Other Local Revenues	8600-8799	\$800.00	\$17,183.33	\$16,851.00	101.97	(1.97)
5) Total, Revenues		\$397,903.00	\$3,830,931.10	\$4,654,745.00	82.30	17.70
EXPENDITURES						
1) Certificated Salaries	1000-1999	\$159,522.95	\$1,569,999.21	\$1,736,369.00	90.42	9.58
2) Classified Salaries	2000-2999	\$0.00	\$0.00	\$0.00	0.00	100.00
3) Employee Benefits	3000-3999	\$60,361.84	\$568,908.99	\$756,392.00	75.21	24.79
4) Books and Supplies	4000-4999	\$6,038.30	\$90,817.66	\$107,082.74	84.81	15.19
5) Services, Oth Oper Exp	5000-5999	\$11,214.53	\$126,836.60	\$1,461,552.27	8.68	91.32
6) Capital Outlay	6000-6999	\$0.00	\$124,780.34	\$129,790.34	96.14	3.86
8) Direct/Indirect Support	7300-7399	\$0.00	\$0.00	\$190,000.00	0.00	100.00
9) Total Expenditures		\$237,137.62	\$2,481,342.80	\$4,381,186.35	56.64	43.36
OTHER FINANCING SOURCES/USES						
1) Transfers						
A) Transfers In	8910-8929	\$0.00	\$0.00	\$0.00	0.00	100.00
B) Transfers Out	7610-7629	\$0.00	\$49,082.00	\$190,764.00	25.73	74.27
3) Contributions	8980-8999	\$0.00	\$0.00	\$0.00	0.00	100.00
4) Total, Other Financing Sources/Uses		\$0.00	(\$49,082.00)	(\$190,764.00)	25.73	74.27
NET INCREASE (DECREASE) IN FUND BALANCE		\$160,765.38	\$1,300,506.30	\$82,794.65		
ENDING FUND BALANCE			\$1,733,667.27	\$515,955.62		

13 Hanford Elementary School District
 Fiscal Year: 2019
 Requested by dendo

Fiscal Position Report

May 2019

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Fund: 1300 Cafeteria Fund

		May Amount	YTD Amount	Revised Budget	% of Budget	% Remain
BEGINNING BALANCE						
Net Beginning Balance	9791-9795		\$1,446,470.57	\$1,446,470.57		
REVENUES						
2) Federal Revenues	8100-8299	\$374,285.68	\$2,457,629.22	\$3,504,814.00	70.12	29.88
3) Other State Revenues	8300-8599	\$28,249.29	\$185,465.29	\$246,042.00	75.38	24.62
4) Other Local Revenues	8600-8799	\$5,102.46	\$116,355.32	\$154,872.00	75.13	24.87
5) Total, Revenues		\$407,637.43	\$2,759,449.83	\$3,905,728.00	70.65	29.35
EXPENDITURES						
2) Classified Salaries	2000-2999	\$95,751.60	\$1,009,753.00	\$1,139,475.00	88.62	11.38
3) Employee Benefits	3000-3999	\$36,862.50	\$365,499.53	\$425,674.00	85.86	14.14
4) Books and Supplies	4000-4999	\$152,531.51	\$1,499,835.06	\$1,890,408.00	79.34	20.66
5) Services, Oth Oper Exp	5000-5999	\$1,706.84	(\$3,019.70)	(\$14,533.00)	20.78	79.22
6) Capital Outlay	6000-6999	\$0.00	\$37,573.45	\$156,000.00	24.09	75.91
8) Direct/Indirect Support	7300-7399	\$0.00	\$0.00	\$165,000.00	0.00	100.00
9) Total Expenditures		\$286,852.45	\$2,909,641.34	\$3,762,024.00	77.34	22.66
NET INCREASE (DECREASE) IN FUND BALANCE		\$120,784.98	(\$150,191.51)	\$143,704.00		
ENDING FUND BALANCE			\$1,296,279.06	\$1,590,174.57		

13 Hanford Elementary School District
 Fiscal Year: 2019
 Requested by dendo

Fiscal Position Report

May 2019

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Fund: 1400 Deferred Maintenance Fund

		May Amount	YTD Amount	Revised Budget	% of Budget	% Remain
BEGINNING BALANCE						
Net Beginning Balance	9791-9795		\$3,296.98	\$3,296.98		
REVENUES						
1) LCFF Sources	8010-8099	\$0.00	\$300,000.00	\$300,000.00	100.00	0.00
4) Other Local Revenues	8600-8799	\$0.00	\$2,250.38	\$2,000.00	112.52	(12.52)
5) Total, Revenues		\$0.00	\$302,250.38	\$302,000.00	100.08	(0.08)
EXPENDITURES						
5) Services, Oth Oper Exp	5000-5999	\$0.00	\$0.00	\$0.00	0.00	100.00
6) Capital Outlay	6000-6999	\$8,895.93	\$144,756.18	\$305,296.98	47.41	52.59
9) Total Expenditures		\$8,895.93	\$144,756.18	\$305,296.98	47.41	52.59
NET INCREASE (DECREASE) IN FUND BALANCE		(\$8,895.93)	\$157,494.20	(\$3,296.98)		
ENDING FUND BALANCE			\$160,791.18	\$0.00		

13 Hanford Elementary School District
 Fiscal Year: 2019
 Requested by dendo

Fiscal Position Report

May 2019

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Fund: 1500 Pupil Transportation Equip

		May Amount	YTD Amount	Revised Budget	% of Budget	% Remain
BEGINNING BALANCE						
Net Beginning Balance	9791-9795		\$148,916.49	\$148,916.49		
REVENUES						
4) Other Local Revenues	8600-8799	\$0.00	\$3,252.00	\$5,000.00	65.04	34.96
5) Total, Revenues		\$0.00	\$3,252.00	\$5,000.00	65.04	34.96
OTHER FINANCING SOURCES/USES						
1) Transfers						
A) Transfers In	8910-8929	\$0.00	\$100,000.00	\$100,000.00	100.00	0.00
4) Total, Other Financing Sources/Uses		\$0.00	\$100,000.00	\$100,000.00	100.00	0.00
NET INCREASE (DECREASE) IN FUND BALANCE		\$0.00	\$103,252.00	\$105,000.00		
ENDING FUND BALANCE			\$252,168.49	\$253,916.49		

13 Hanford Elementary School District
 Fiscal Year: 2019
 Requested by dendo

Fiscal Position Report

May 2019

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Fund: 2000 SPECIAL RESERVE FUND FOR OTHER POSTE

		May Amount	YTD Amount	Revised Budget	% of Budget	% Remain
BEGINNING BALANCE						
Net Beginning Balance	9791-9795		\$3,446,033.37	\$3,446,033.37		
REVENUES						
4) Other Local Revenues	8600-8799	\$0.00	\$50,384.18	\$60,000.00	83.97	16.03
5) Total, Revenues		\$0.00	\$50,384.18	\$60,000.00	83.97	16.03
OTHER FINANCING SOURCES/USES						
1) Transfers						
A) Transfers In	8910-8929	\$0.00	\$707,965.00	\$1,241,857.00	57.01	42.99
4) Total, Other Financing Sources/Uses		\$0.00	\$707,965.00	\$1,241,857.00	57.01	42.99
NET INCREASE (DECREASE) IN FUND BALANCE		\$0.00	\$758,349.18	\$1,301,857.00		
ENDING FUND BALANCE			\$4,204,382.55	\$4,747,890.37		

13 Hanford Elementary School District
 Fiscal Year: 2019
 Requested by dendo

Fiscal Position Report

May 2019

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Fund: 2100 Building Fund-Local

		May Amount	YTD Amount	Revised Budget	% of Budget	% Remain
BEGINNING BALANCE						
Net Beginning Balance	9791-9795		\$2,792,280.19	\$2,792,280.19		
REVENUES						
4) Other Local Revenues	8600-8799	\$0.00	\$27,181.00	\$50,000.00	54.36	45.64
5) Total, Revenues		\$0.00	\$27,181.00	\$50,000.00	54.36	45.64
EXPENDITURES						
5) Services, Oth Oper Exp	5000-5999	\$0.00	\$0.00	\$0.00	0.00	100.00
6) Capital Outlay	6000-6999	\$119,121.06	\$2,626,444.44	\$2,670,310.42	98.36	1.64
9) Total Expenditures		\$119,121.06	\$2,626,444.44	\$2,670,310.42	98.36	1.64
OTHER FINANCING SOURCES/USES						
1) Transfers						
B) Transfers Out	7610-7629	\$0.00	\$0.00	\$128,189.00	0.00	100.00
2) Other Sources/Uses						
A) Sources	8930-8979	\$0.00	\$0.00	\$200,000.00	0.00	100.00
4) Total, Other Financing Sources/Uses		\$0.00	\$0.00	\$71,811.00	0.00	100.00
NET INCREASE (DECREASE) IN FUND BALANCE		(\$119,121.06)	(\$2,599,263.44)	(\$2,548,499.42)		
ENDING FUND BALANCE			\$193,016.75	\$243,780.77		

13 Hanford Elementary School District
 Fiscal Year: 2019
 Requested by dendo

Fiscal Position Report

May 2019

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Fund: 2110 Building Funds - Local 1

		May Amount	YTD Amount	Revised Budget	% of Budget	% Remain
REVENUES						
4) Other Local Revenues	8600-8799	\$0.00	\$2,092.51	\$0.00	0.00	100.00
5) Total, Revenues		\$0.00	\$2,092.51	\$0.00	0.00	100.00
EXPENDITURES						
5) Services, Oth Oper Exp	5000-5999	\$0.00	\$228,088.52	\$228,088.52	100.00	0.00
9) Total Expenditures		\$0.00	\$228,088.52	\$228,088.52	100.00	0.00
OTHER FINANCING SOURCES/USES						
2) Other Sources/Uses						
A) Sources	8930-8979	\$0.00	\$7,665,052.02	\$7,665,052.02	100.00	0.00
4) Total, Other Financing Sources/Uses		\$0.00	\$7,665,052.02	\$7,665,052.02	100.00	0.00
NET INCREASE (DECREASE) IN FUND BALANCE		\$0.00	\$7,439,056.01	\$7,436,963.50		
ENDING FUND BALANCE			\$7,439,056.01	\$7,436,963.50		

13 Hanford Elementary School District
Fiscal Year: 2019
Requested by dendo

Fiscal Position Report

May 2019

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Fund: 2120 Building Funds - Local 2

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

13 Hanford Elementary School District
 Fiscal Year: 2019
 Requested by dendo

Fiscal Position Report

May 2019

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Fund: 2500 CapitalFacilities Fund

		May Amount	YTD Amount	Revised Budget	% of Budget	% Remain
BEGINNING BALANCE						
Net Beginning Balance	9791-9795		\$198,667.72	\$198,667.72		
REVENUES						
4) Other Local Revenues	8600-8799	\$31,997.09	\$477,783.93	\$455,000.00	105.01	(5.01)
5) Total, Revenues		\$31,997.09	\$477,783.93	\$455,000.00	105.01	(5.01)
EXPENDITURES						
5) Services, Oth Oper Exp	5000-5999	(\$1,001.39)	\$164,816.79	\$173,318.18	95.09	4.91
6) Capital Outlay	6000-6999	\$0.00	\$0.00	\$0.00	0.00	100.00
9) Total Expenditures		(\$1,001.39)	\$164,816.79	\$173,318.18	95.09	4.91
OTHER FINANCING SOURCES/USES						
1) Transfers						
B) Transfers Out	7610-7629	\$0.00	\$0.00	\$0.00	0.00	100.00
3) Contributions	8980-8999	\$0.00	\$0.00	\$0.00	0.00	100.00
4) Total, Other Financing Sources/Uses		\$0.00	\$0.00	\$0.00	0.00	100.00
NET INCREASE (DECREASE) IN FUND BALANCE		\$32,998.48	\$312,967.14	\$281,681.82		
ENDING FUND BALANCE			\$511,634.86	\$480,349.54		

13 Hanford Elementary School District
 Fiscal Year: 2019
 Requested by dendo

Fiscal Position Report

May 2019

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Fund: 3500 SCHOOL FACILITY PROGRAM

		May Amount	YTD Amount	Revised Budget	% of Budget	% Remain
BEGINNING BALANCE						
Net Beginning Balance	9791-9795		\$610,882.83	\$610,882.83		
REVENUES						
3) Other State Revenues	8300-8599	\$0.00	\$0.00	\$0.00	0.00	100.00
4) Other Local Revenues	8600-8799	\$0.00	\$8,253.14	\$15,000.00	55.02	44.98
5) Total, Revenues		\$0.00	\$8,253.14	\$15,000.00	55.02	44.98
EXPENDITURES						
6) Capital Outlay	6000-6999	\$142,436.07	\$1,296,440.18	\$4,478,571.83	28.95	71.05
9) Total Expenditures		\$142,436.07	\$1,296,440.18	\$4,478,571.83	28.95	71.05
OTHER FINANCING SOURCES/USES						
1) Transfers						
A) Transfers In	8910-8929	\$0.00	\$689,500.00	\$3,852,689.00	17.90	82.10
3) Contributions	8980-8999	\$0.00	\$0.00	\$0.00	0.00	100.00
4) Total, Other Financing Sources/Uses		\$0.00	\$689,500.00	\$3,852,689.00	17.90	82.10
NET INCREASE (DECREASE) IN FUND BALANCE		(\$142,436.07)	(\$598,687.04)	(\$610,882.83)		
ENDING FUND BALANCE			\$12,195.79	\$0.00		

13 Hanford Elementary School District
 Fiscal Year: 2019
 Requested by dendo

Fiscal Position Report

May 2019

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Fund: 4000 Special Reserve - Capital Outlay

		May Amount	YTD Amount	Revised Budget	% of Budget	% Remain
BEGINNING BALANCE						
Net Beginning Balance	9791-9795		\$4,008,824.84	\$4,008,824.84		
REVENUES						
4) Other Local Revenues	8600-8799	\$0.00	\$48,334.08	\$40,000.00	120.84	(20.84)
5) Total, Revenues		\$0.00	\$48,334.08	\$40,000.00	120.84	(20.84)
EXPENDITURES						
5) Services, Oth Oper Exp	5000-5999	\$0.00	\$1,133.75	\$20,000.00	5.67	94.33
6) Capital Outlay	6000-6999	\$0.00	\$6,227.00	\$39,146.00	15.91	84.09
9) Total Expenditures		\$0.00	\$7,360.75	\$59,146.00	12.45	87.55
OTHER FINANCING SOURCES/USES						
1) Transfers						
A) Transfers In	8910-8929	\$0.00	\$0.00	\$300,000.00	0.00	100.00
B) Transfers Out	7610-7629	\$0.00	\$689,500.00	\$3,724,500.00	18.51	81.49
4) Total, Other Financing Sources/Uses		\$0.00	(\$689,500.00)	(\$3,424,500.00)	17.13	82.87
NET INCREASE (DECREASE) IN FUND BALANCE		\$0.00	(\$648,526.67)	(\$3,443,646.00)		
ENDING FUND BALANCE			\$3,360,298.17	\$565,178.84		

13 Hanford Elementary School District
 Fiscal Year: 2019
 Requested by dendo

Fiscal Position Report

May 2019

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Fund: 6720 Self-Insurance/Other

		May Amount	YTD Amount	Revised Budget	% of Budget	% Remain
BEGINNING BALANCE						
Net Beginning Balance	9791-9795		\$483,868.56	\$483,868.56		
REVENUES						
4) Other Local Revenues	8600-8799	\$2,506.06	\$504,962.54	\$694,000.00	72.76	27.24
5) Total, Revenues		\$2,506.06	\$504,962.54	\$694,000.00	72.76	27.24
EXPENDITURES						
5) Services, Oth Oper Exp	5000-5999	\$60,215.44	\$587,067.12	\$658,500.00	89.15	10.85
9) Total Expenditures		\$60,215.44	\$587,067.12	\$658,500.00	89.15	10.85
NET INCREASE (DECREASE) IN FUND BALANCE		(\$57,709.38)	(\$82,104.58)	\$35,500.00		
ENDING FUND BALANCE			\$401,763.98	\$519,368.56		

HANFORD ELEMENTARY SCHOOL DISTRICT

Agenda Request Form

TO: Joy C. Gabler

FROM: Gerry Mulligan

DATE: June 3, 2019

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

FOR: (X) Information
() Action

Date you wish to have your item considered: June 12, 2019

ITEM:

Consider the following deleted Board Policy and new Administrative Regulation for information.

PURPOSE:

Policy deleted and contents moved to AR. Regulation expanded to more directly reflect law regarding the conditions that must be inspected pursuant to the Office of Public School Construction's facilities inspection tool. Regulation reflects **NEW LAW (AB 10)** which requires a school that serves any of grades 6-12 and is a high-poverty school, as defined, to stock 50 percent of its restrooms with feminine hygiene products and to make such products available free of charge to students.

Regulation also adds recommendation for lead testing and describes the circumstances under which drinking water is required to be tested for lead, including a requirement of **NEW LAW (AB 746)** for testing of school buildings constructed before January 1, 2010.

Delete: BP 3517: Facilities Inspection

New: AR 3517: Facilities Inspection

FISCAL IMPACT:

None

RECOMMENDATION:

Consider for adoption at next regular board meeting

Hanford ESD

Board Policy

Facilities Inspection

BP 3517-

Business and Noninstructional Operations

The Board of Trustees recognizes that the condition of school facilities may have an impact on safety, student achievement, and employee morale and desires to provide school facilities that are safe, clean, and functional, as defined in Education Code 17002.

(cf. 0510—School Accountability Report Card)
 (cf. 1312.4—Williams Uniform Complaint Procedures)
 (cf. 3111—Deferred Maintenance Funds)
 (cf. 3514—Environmental Safety)

The Superintendent or designee shall develop a facilities inspection and maintenance program to ensure that school facilities are maintained in good repair in accordance with law. At a minimum, the program shall analyze those facility conditions specified on the facilities inspection tool developed by the Office of Public School Construction, including the following:

1. ~~Gas Leaks: Gas systems and pipes appear safe, functional, and free of leaks.~~
2. ~~Mechanical Systems: Heating, ventilation, and air conditioning systems as applicable are functional and unobstructed.~~
3. ~~Windows/Doors/Gates/Fences (interior and exterior): Conditions that pose a safety and/or security risk are not evident.~~
4. ~~Interior Surfaces (floors, ceilings, walls, and window casings): Interior surfaces appear to be clean, safe, and functional.~~
5. ~~Hazardous Materials (interior and exterior): There does not appear to be evidence of hazardous materials that may pose a threat to students or staff.~~
6. ~~Structural Damage: There does not appear to be structural damage that could create hazardous or uninhabitable conditions.~~
7. ~~Fire Safety: The fire equipment and emergency systems appear to be functioning properly.~~
8. ~~Electrical (interior and exterior): There is no evidence that any portion of the school has a power failure and electrical systems, components, and equipment appear to be working properly.~~

9. ~~Pest/Vermin Infestation: Pest or vermin infestation is not evident.~~

10. ~~Drinking Fountains (inside and outside): Drinking fountains appear to be accessible and functioning as intended.~~

11. ~~Restrooms: Restrooms appear to be accessible during school hours, are clean, functional, and in compliance with Education Code 35292.5 (operational and supplied).~~

12. ~~Sewers: Sewer line stoppage is not evident.~~

13. ~~Roofs (observed from the ground, inside/outside the building): Roof system appears to be functioning properly.~~

14. ~~Playground/School Grounds: The playground equipment and school grounds appear to be clean, safe, and functional.~~

15. ~~Overall Cleanliness: School grounds, buildings, common areas, and individual rooms appear to be cleaned regularly.~~

~~The Superintendent or designee shall ensure that any necessary repairs identified during the inspection are made in a timely and expeditious manner. The Superintendent or designee shall provide the Board with regular reports regarding the district's facility inspection program and updates of any visits to district schools by the County Superintendent of Schools.~~

Legal Reference:

EDUCATION CODE

1240 County superintendent of schools, duties

17002 Definitions

17070.10-17077.10 Leroy F. Greene School Facilities Act of 1998

17565-17591 Property maintenance and control, especially:

17584 Deferred maintenance

17592.72 Urgent or emergency repairs, School Facility Emergency Repair Account

33126 School accountability report card

35186 Williams uniform complaint procedure

CODE OF REGULATIONS, TITLE 2

1859.300-1859.330 Emergency Repair Program

Management Resources:

CSBA PUBLICATIONS

Williams Settlement and the Emergency Repair Program, Policy Brief, January 2008

COALITION OF ADEQUATE SCHOOL HOUSING PUBLICATIONS

Facility Inspection Tool Guidebook, February 2008

WEB SITES

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

~~California County Superintendents Educational Services Association: <http://www.ccsesa.org>~~

~~California Department of Education, Williams Case: <http://www.cde.ca.gov/ee/ee/wc/index.asp>~~

~~Coalition of Adequate School Housing: <http://www.cashnet.org>~~

~~State Allocation Board, Office of Public School Construction: <http://www.opsc.dgs.ca.gov>~~

~~Policy HANFORD ELEMENTARY SCHOOL DISTRICT~~

~~adopted: March 13, 2013 — Hanford, California~~

DELETED

Hanford ESD

Administrative Regulation

Facilities Inspection

AR 3517

Business and Noninstructional Operations

The Superintendent or designee shall inspect school facilities to ensure that they are maintained in good repair. At a minimum, he/she shall assess those facility conditions specified on the facilities inspection tool developed by the Office of Public School Construction, including, but not limited to, the following: (Education Code 17002, 35292.5)

1. Gas Leaks: Gas systems and pipes appear and smell safe, functional, and free of leaks.
2. Mechanical Systems: Heating, ventilation, and air conditioning systems, as applicable, are functional and unobstructed; appear to supply an adequate amount of air to all classrooms, work spaces, and facilities; and maintain interior temperatures within normally acceptable ranges.
3. Windows and Doors: Windows and doors are intact, functional, and open, close, and lock as designed, unless there is a valid reason they should not function as designed.
4. Fences and Gates: Fences and gates are intact, functional, and free of holes and other conditions that could present a safety hazard to students, staff, or others. Locks and other security hardware function as designed.
5. Interior Surfaces (walls, floors, ceilings): Interior surfaces are free of safety hazards from tears, holes, missing floor and ceiling tiles, torn carpet, water damage, or other cause. Ceiling tiles are intact. Surfaces display no evidence of mold or mildew.
6. Hazardous Materials: Hazardous and flammable materials are stored properly. No evidence of peeling, chipping, or cracking paint is apparent. No indicators of mold, mildew, or asbestos exposure are evident. There does not appear to be evidence of hazardous materials that may pose a threat to the health and safety of students or staff.

(cf. 3514 - Environmental Safety)

7. Structures: Posts, beams, supports for portable classrooms and ramps, and other structures appear intact, secure, and functional as designed. Ceilings and floors are not sloping or sagging beyond their intended design. There is no visible evidence of severe cracks, dry rot, mold, or damage that undermines structural components.
8. Fire Safety and Emergency Equipment: Fire sprinklers, fire extinguishers, emergency alarm systems, and all emergency equipment and systems appear to be functioning properly. Fire

alarm pull stations are clearly visible. Fire extinguishers are current and placed in all required areas, including every classroom and assembly area. Emergency exits are clearly marked and unobstructed.

9. Electrical Systems: Electrical systems, components, and equipment, including switches, junction boxes, panels, wiring, outlets, and light fixtures, are securely enclosed, properly covered and guarded from student access, and appear to be working properly.

10. Lighting: Interior and exterior lighting appears to be adequate and working properly. Lights do not flicker, dim, or malfunction, and there is no unusual hum or noise from light fixtures.

11. Pest/Vermin Infestation: No visible or odorous indicators of pest or vermin infestation are evident.

12. Drinking Fountains: Interior and exterior drinking fountains are functional, accessible, and free of leaks. Drinking water pressure is adequate. Fountain water is clear and without unusual taste or odor, and moss, mold, or excessive staining is not evident.

13. Restrooms: Restrooms are fully operational, maintained and cleaned regularly, and stocked at all times with supplies (including toilet paper, soap, and paper towels or functional hand dryers) in accordance with Education Code 35292.5. The school keeps all restrooms open during school hours when students are not in classes and keeps a sufficient number of restrooms open during school hours when students are in classes, except when necessary to temporarily close a restroom for student safety or to repair the facility.

In addition, in a school serving any of grades 6-12 in which 40 percent or more of the students in the school or school attendance area are from low-income families, at least 50 percent of the school's restrooms are stocked with feminine hygiene products, for which students are not charged. (Education Code 35292.6; 20 USC 6314)

14. Sewers: The sanitary sewer system controls odors as designed, displays no signs of stoppage, backup, or flooding in school facilities or on school grounds, and appears to be functioning properly.

15. Roofs: Roofs, gutters, roof drains, and downspouts appear to be functioning properly and are free of visible damage and evidence of disrepair when observed from the ground from inside and outside the building.

16. Drainage: School grounds do not exhibit signs of drainage problems, such as visible evidence of flooded areas, eroded soil, water damage to asphalt playgrounds or parking areas, or clogged storm drain inlets.

17. Playground/School Grounds: Playground equipment (exterior fixtures, seating, tables, and equipment), school grounds, fields, walkways, and parking lot surfaces are functional and free of significant cracks, trip hazards, holes, deterioration that affects functionality or safety,

and other health and safety hazards.

18. Overall Cleanliness: School grounds, buildings, common areas, and individual rooms appear to have been cleaned regularly and are free of accumulated refuse and unabated graffiti. Restrooms, drinking fountains, and food preparation or serving areas appear to have been cleaned each day that school is in session.

In addition, to ensure the health and safety of students, the Superintendent or designee shall provide for the testing of drinking water on campus and of the soil and painted surfaces of school facilities for the presence of lead and/or other harmful substances, in accordance with state and federal standards.

The Superintendent or designee shall ensure that any necessary repairs or removal of hazards identified during the inspection are made in a timely and expeditious manner.

An assessment of the safety, cleanliness, and adequacy of school facilities, including any needed maintenance to ensure good repair as defined in Education Code 17002, shall be reported on the school accountability report card. (Education Code 33126)

(cf. 0510 - School Accountability Report Card)

Any complaint alleging a school facility condition that poses an emergency or urgent threat to the health or safety of students or staff, or alleging that a school restroom is not clean, maintained, or kept open, shall be addressed in accordance with AR 1312.4 - Williams Uniform Complaint Procedures.

(cf. 1312.4 - Williams Uniform Complaint Procedures)

The Superintendent or designee shall provide the Board with regular reports regarding the district's facility inspection program and updates of any visits to district schools by the County Superintendent of Schools.

Legal Reference:

EDUCATION CODE

1240 County superintendent of schools, duties

17002 Definitions

17070.10-17077.10 Leroy F. Greene School Facilities Act of 1998

17565-17591 Property maintenance and control

17592.72 Urgent or emergency repairs, School Facility Emergency Repair Account

33126 School accountability report card

35186 Williams uniform complaint procedure

35292.5-35292.6 School maintenance

HEALTH AND SAFETY CODE

116277 Lead testing in drinking water

CODE OF REGULATIONS, TITLE 2
 1859.300-1859.330 Emergency Repair Program
 UNITED STATES CODE, TITLE 20
 6314 Title I schoolwide program
 UNITED STATES CODE, TITLE 42
 300f-300j-27 Safe Drinking Water Act

Management Resources:

COALITION OF ADEQUATE SCHOOL HOUSING PUBLICATIONS

Facility Inspection Tool Guidebook, February 2008

STATE ALLOCATION BOARD, OFFICE OF PUBLIC SCHOOL CONSTRUCTION
 PUBLICATIONS

Facility Inspection Tool: School Facility Conditions Evaluation

WEB SITES

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

California County Superintendents Educational Services Association: <http://www.ccsesa.org>

California Department of Education, Williams Case: <http://www.cde.ca.gov/eo/ce/wc/index.asp>

Coalition of Adequate School Housing: <http://www.cashnet.org>

State Allocation Board, Office of Public School Construction: <http://www.opsc.dgs.ca.gov>

U.S. Environmental Protection Agency: <http://www.epa.gov>

Regulation HANFORD ELEMENTARY SCHOOL DISTRICT
 approved: _____ Hanford, California

HANFORD ELEMENTARY SCHOOL DISTRICT
Human Resources Department
AGENDA REQUEST FORM

TO: Joy Gabler

FROM: Jaime Martinez 

DATE: June 3, 2019

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

☒ Information
☐ Action

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **June 12, 2019**

ITEM: Receive the following new Board Policy for information.

PURPOSE: The following Board Policy is being created to cover Yard Supervisors as a result of AB 670 removing the exemption of Yard Supervisors from the Classified Service (Education Code 45103). A Board Policy is needed for this group of employees to clarify their rights and responsibilities per Education Code.

- BP 4221.4 Yard Supervisors (new)

FISCAL IMPACT: None.

RECOMMENDATION: Consider for adoption at next regular board meeting.

NEW POLICY

Classified Personnel

BP 4221.4

Yard Supervisors

A. Employment

1. The Superintendent or designee may employ non-represented Yard Supervisors.
2. All non-represented part-time Yard Supervisors, serve a 12-month probationary period at the pleasure of the Board and may be released at any time during that probationary period without a statement of reasons. Such probationary employees have no continuing employment rights or rights to a hearing before the Board.
3. Yard Supervisors are members of the classified service as defined in Education Code Section 45103 and shall attain permanent status in the district upon the completion of 12 months of service in a regular yard supervision assignment.
4. All Yard Supervisors shall be informed of the nature of each assignment, the type of assignment, the length of time for which the person is being employed in the assignment, and the hourly rate to be paid. They shall be assigned, re-assigned and transferred to positions/school sites at the discretion of the district in accordance with staffing plans and other criteria determined by the district.
5. Each such employee shall meet legal and district conditions for employment.
6. Upon clearance for employment, the Superintendent or designee shall report the employment of new, non-represented part-time Yard Supervisors to the Board for ratification at the next Board meeting.

B. Compensation and Benefits

1. Yard Supervisors shall be paid for actual hours worked in accordance with the Board-approved pay schedules for Yard Supervisors and annual pay step movement in accordance with such approved pay schedule.
2. Yard Supervisors shall be covered under the district's workers' compensation and unemployment insurance programs, and shall be accorded their rights under the Labor Code applicable to mandatory lunch and rest periods and overtime compensation. They are covered under the rules and regulations for employees who are part of the classified service. They are eligible for Industrial Injury leave benefits in accordance with BP and AR 4161.11 Industrial Accident/Illness Leave.
3. Yard Supervisors shall not be eligible for participation in the district's group health and welfare benefit plans, with the exception of employees qualifying for medical coverage under the provisions of the Affordable Care Act and shall be entitled to paid leaves in accordance with law.

C. Paid and Unpaid Leaves

1. Yard Supervisors will earn and utilize sick leave and extended sick leave in accordance with District Administrative Regulation (AR) 4261.1. Personal Illness/Injury Leave.

(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)
(cf. 4261.1 - Personal Illness/Injury Leave)

2. Personal Necessity (Education Code 45207) In addition to the terms describing the use of Personal Illness/Injury leave for matters of Personal Necessity in AR 4261.1: Personal Illness/Injury Leave and Education Code 45207, Yard Supervisors may use up to 8 days of personal illness time (sick leave) per year for matters of personal necessity, this includes reasons listed in AR 4261.1 and matters of personal compelling importance. Under Personal Compelling importance, the specific reason must be listed. Requests for personal necessity shall be submitted in writing to the Yard Supervisor's supervisor at least 24 hours in advance when foreseeable. Leave for Personal Necessity shall ordinarily be approved, but may be denied for good and sufficient reasons by the immediate supervisor.
3. Vacation – Yard Supervisors shall earn paid vacation of 10 days per fiscal year, in proportion to the time listed on their employment agreement (work schedule). A Yard Supervisor who works less than a full school year shall receive vacation time in proportion to the time worked. Yard Supervisors shall have their annual vacation allowance added to their annual pay and be paid in equal monthly installments.
4. Bereavement – Yard Supervisors shall be granted paid leave, not to exceed 5 days, or 7 days if travel is required beyond six hundred (600) miles round trip, on account of the death of any member of the employee's immediate family. The District may require proof of the need for bereavement. Family is defined as: mother, father, grandmother, grandfather, or grandchild of the employee or spouse of the employee; spouse, or domestic partner (LC 233) son, son-in-law, daughter, daughter in-law, brother, sister, brother-in-law, sister-in-law, or any relative living in the immediate household of the employee.
5. Parental Bonding –Yard Supervisors are entitled to up to 12 work weeks of parental bonding leave to the extent that the Yard Supervisor has been employed by the District for a period of at least 12 months prior to commencing the leave. This leave shall run concurrent to any unpaid CFRA child bonding leave. Pursuant to Education Code Section 45196.1 when a Yard Supervisor has exhausted all paid sick leave, including accumulated sick leave, continues to be absent for purposes of parental bonding leave under the CFRA he or she may use up to 12 workweeks of extended sick leave with half pay. A Yard Supervisor shall not be provided with more than one 12-week period of paid absence for parental bonding in any 12-month period. However, if a school year terminates before the 12-week period is exhausted; the employee may take the balance of the 12-week period in the subsequent school year. The minimum period of time the Yard Supervisor may request is 2-weeks. Parental Bonding leave must be requested in writing to the Assistant Superintendent of Human Resources a minimum of 30 days prior to the date the leave is proposed to commence.
6. Holidays: Yard Supervisors shall receive 13 paid holidays: January 1- New Year's Day, 3rd Monday in January – Dr. Martin Luther King Jr.'s Birthday, The third Monday in February President's Birthday, Friday before Easter, The last Monday in May – Memorial Day, The first Monday in September, Labor Day, November 11 – Veterans

Day, The Last Thursday in November, Thanksgiving Day. The Friday following Thanksgiving, December 24, Christmas Eve, December 25th – Christmas Day, December 31, - New Year's Eve. The Monday after Easter, in lieu of Lincoln's Birthday – Yard Supervisors will be notified in advance of a change in holidays.

D. Supervision/Performance Standards

1. Supervision of Yard Supervisors shall be conducted by the site administrator or his/her management designee.
2. Yard Supervisors shall be given an orientation to their duties and responsibilities, and district/school policies and procedures by their immediate supervisor(s).
3. Yard Supervisors shall be held accountable for professional conduct in the same manner as all employees.

(cf. 4119.21/4219.21/4319.21 - Code of Ethics)

(cf. 4119.22/4219.22/4319.22 - Employee Dress and Grooming)

4. The performance and any conduct incidents of Yard Supervisors shall be reported in accordance with regulations and procedures prescribed by the Superintendent or designee. Probationary Yard Supervisors shall receive two performance evaluations by their supervisor during their first 12 months of employment; on or about the 4th month of their employment and on or about the 7th month of their employment. Subsequent evaluations will be completed every other year on or about the employee's anniversary date; additional evaluations may be conducted by the supervisor as deemed necessary. The evaluation shall be based on observations and events throughout the time period. A conference evaluation report shall be held prior to its placement in the employee's primary personnel file. (ADM-101a Yard Supervisor Evaluation)

(cf. 4121.3/4221.3 - Substitute and Temporary Employees: Incident and Performance Reports)

5. Permanent Yard Supervisors with serious or repeated performance or conduct problems shall be released from employment following the provisions of Board Policy and Administrative Regulations (BP/AR) 4218: Cause for Disciplinary Action or Dismissal.

- E. The Superintendent or designee shall develop administrative regulations implementing this policy and shall ensure proper employment, assignment, supervision, and release of Yard Supervisors.

Legal Reference:

EDUCATION CODE

- 45103 Substitute and short-term positions; definitions
- 45109 Fixing of duties
- 45125 Fingerprint cards; criminal history
- 45160 Power of governing board to fix compensation
- 45256 Classified service; exclusion

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORMTO: **Joy C. Gabler**FROM: **Jill Rubalcava** DATE: **May 16, 2019**FOR: ☒ Board Meeting
☐ Superintendent's CabinetFOR: ☐ Information
☒ ActionDate you wish to have your item considered: **June 12, 2019****ITEM:** STEMscopes: Professional Development Consultant Contract**PURPOSE:**

Provide a total of 6 sessions of professional development for teachers in grades 6-8. This will include initial and ongoing professional development and support for NGSS implementation in connection with our newly adopted STEMscopes Materials.

FISCAL IMPACT: \$9,600**RECOMMENDATIONS:** Approval

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORMTO: **Joy C. Gabler**FROM: **Jill Rubalcava** DATE: **May 27, 2019**

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: **June 12, 2019****ITEM:** Consultant Contract with Dedra Stafford Presentations**PURPOSE:**

Provide Professional Development Sessions for Teachers on August 8, 2019 (District-wide PD Day). PD will consist of Summarization in Any Subject Sessions (a.m. session will be provided to 7/8 LA/HSS teachers, and p.m. session will be provided as a choice for 4-6 grade teachers).

FISCAL IMPACT: \$5,250**RECOMMENDATIONS:** Approval

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Jill Rubalcava

DATE: May 29, 2019

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: June 12, 2019

ITEM: Consultant Contract with Dr. Adam Saenz of Saenz Culture Architects**PURPOSE:**

Provide Keynote Presentation for HESD Teachers and Support Staff on August 8, 2019.

Provide PD sessions for Administrators, Psychologists, Counselors, Student Specialists and Teachers.

Keynote Topic: The Power of a Teacher**Session Topics:**

The Power of a Teacher

Emotionally Intelligent Leadership

Turning Noncompliance, Escalations, and Breakdowns into teachable Moments

Balance and Wellbeing: Living the Life of the Thriving Educator

FISCAL IMPACT: \$10,000**RECOMMENDATIONS:** Approval

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy Gabler

FROM: Doug Carlton

DATE: May 16, 2019

For: ☒ Board Meeting
☐ Superintendent's Cabinet

For: ☐ Information
☒ Action

Date you wish to have your item considered: June 12, 2019

ITEM: Approve Consolidated Application for Funding Categorical Aid Programs (Summer 2019 Release)

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

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

FISCAL IMPACT: Approximately \$2.8 million in categorical funding is requested through the Consolidated Application.

RECOMMENDATION: Approve the Consolidated Application for Funding Categorical Aid Programs

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy Gabler

FROM: Doug Carlton

DATE: May 16, 2019

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: June 12, 2019

ITEM: Pearson Success Maker Online Instructional Materials for Community Day School**PURPOSE:**

For CDS, there is a need for an instructional program that can be individualized to a student's academic level, that has the capability for both remediation and acceleration, that has assessment and progress monitoring tools, and that can follow a student as they transition back into regular school.

FISCAL IMPACT:

\$9,780 to be funding with the Community Day School Comprehensive Support and Improvement Grant.

RECOMMENDATIONS: Approve Pearson Success Maker for CDS



Corey Akin

Hanford Elem School District
PO Box 1067
Hanford, CA 93232-1067
United States

Quote Number: 71898-3

Quote Creation Date: 03-07-2019

Quote Expiration Date: 09-30-2019

Quote Release: 3

SM Full Curriculum Plus PD

Price Quote Summary

Solution	Base Amount	Total
SuccessMaker Next Generation	\$ 9,780.00	\$ 9,780.00
Solution Subtotal	\$ 9,780.00	\$ 9,780.00
Shipping & Handling		\$ 0.00
Total		\$ 9,780.00

Price Quote Detail

Solution	UOM	Term	List Price	Quantity	Base Amount	Total
SuccessMaker Next Generation						
License						
6000223 - SuccessMaker Reading Curr Per Student Subscription License	MO	12	\$32.00	60	\$1,920.00	\$1,920.00
9781402625848 - SuccessMaker Math 1 Year part of OT enVisionMATH-SM Bundle	MO	12	\$16.00	60	\$960.00	\$960.00
License Subtotal					\$ 2,880.00	\$ 2,880.00
Training						
SMBPFULL3OS - SuccessMaker Best Practice Full Curriculum - 3 Onsite Days	EA	1	\$6,900.00	1	\$6,900.00	\$6,900.00
Training Subtotal					\$ 6,900.00	\$ 6,900.00
Implementation						
SMINTHOSTIMPL - SuccessMaker Initial Hosted Implementation	EA	1	\$0.00	1	\$0.00	\$0.00
Implementation Subtotal					\$ 0.00	\$ 0.00
SuccessMaker Next Generation Subtotal					\$ 9,780.00	\$ 9,780.00

Solution	UOM	Term	List Price	Quantity	Base Amount	Total
					Total	\$ 9,780.00

Addendum

Please submit a copy of this quotation, the District/School Purchase Order, and any other required documentation via one of the below:

eForm: <https://pearsonnacomunity.force.com/support/s/pearson-order-form>

Fax: 1-877-260-2530

Mail: Pearson Education, P.O. Box 6820, Chandler, AZ 85246

For questions regarding your order please call Customer Service: 1-800-848-9500

As of December 31, 2016, Pearson will no longer accept Credit Card information via postal mail, facsimile, or email. Credit Card information will only be accepted via phone, eCommerce, or OASIS.

This is a price quotation for the customer's convenience only, and not an offer to contract. All quotations are subject to review and final acceptance by a duly authorized representative of Pearson at its offices. Pearson reserves the right to correct typographical, computational or other errors. Pearson's standard terms are net 30 days unless otherwise specified. All pricing is in US Dollars unless otherwise specified. Pricing calculations use multiple decimal places to determine the most accurate extended pricing but are represented in standard currency format.

Annual subscriptions and/or maintenance and support charges automatically renew on the anniversary date of the original purchase and will be invoiced accordingly, unless otherwise specified. If you wish to cancel, please let us know in writing prior to the date of renewal by emailing customerservice@pearson.com.

Fees for any renewals of product or support/maintenance subscriptions beyond the period covered by this pricing proposal will be at Pearson's then-current rates and, for products for which such fees are based on student count, the customer's then-current enrollment. All such renewal fees are due at the commencement of the new subscription period.

Implementation services provided by Pearson will be delivered to the customer based on established Pearson processes and billing procedures or through a Custom Scope of Work establishing milestones and/or billing schedule agreed upon by the customer. Changes, requested by the customer, to the original Scope of Work may result in additional costs. Travel related expenses associated with On-Site Training and Services are included in the listed price unless otherwise specified.

S&H charges (where applicable) are shown on the quote. S&H rates quoted are for standard ground transportation and may not reflect account contracted rates. If expedited shipping is requested, actual charges may be higher.

Pearson reserves the right to change and/or update technology platforms, including possible edition updates to customers during the term of access. Customers will be notified of any change prior to the beginning of the new school year.

Quoted prices may not reflect contract pricing for some customers. Any applicable contract pricing will be applied to the final invoice. If you require contract pricing reflected on the quote, please work with your Account Manager or contact Customer Service.

All pricing in this quotation is exclusive of any applicable sales, use or other similar taxes or duties. The customer is responsible for any such taxes or duties that may apply; if the customer is tax exempt, evidence of such tax exemption must be provided. Estimated tax may be provided solely for customer convenience. The amount indicated is only an estimate and is intended to be helpful for budgeting purposes. The actual amount of sales tax assessed at time of invoicing may be more or less.

Certain Pearson products may have minimum requirements related to licensing, services, and/or pricing that are reflected in the attached quotation. The breakdown of the fees set forth in this quotation is considered Pearson proprietary information and not subject to disclosure by the customer.

If you are not entirely satisfied with any of our products, then you may, within one year from the date of purchase, return all materials still in new, unused, salable condition for a full refund, credit, or replacement. All materials sold in a set or a package must be returned complete as originally sold. Materials that were provided gratis must be returned proportionate to the purchased items being returned for refund or credit.

Product: SuccessMaker

Direct Response Software Maintenance and Support agreement includes Product Upgrades, access to Community Connection web site, patch releases, online chat support, and telephone support during the term of the contract.

Field Response Software Maintenance and Support agreement includes the features of Direct Response and a Field Engineer onsite when necessary.

SuccessMaker software purchased as a subscription fee will receive support (online and toll free) as well as access to any future enhancements or upgrades to those content offerings within the SuccessMaker product that are licensed by the Customer.


MyTrainingConnection.com is included with Direct Response, Field Response, and SuccessMaker subscription.

When SuccessMaker Partnership Plus Customer - Software Integration is selected the software integration will be completed by Field Engineer and will use some of the customer's allotted 140 days.

Hanford Elementary School District
HUMAN RESOURCES DEPARTMENT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Jaime Martinez 

DATE: June 3, 2019

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

☐ Information
☒ Action

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **June 12, 2019**

ITEM: Hear comments from the public and consider approval of negotiated successor agreement with the Hanford Elementary Teachers' Association (HETA).

PURPOSE: To comply with the requirement of Government Code Section 3547 for hearing of public comments prior to approval of a collective bargaining agreement, and to approve the Tentative Agreement. HETA ratified the Tentative Agreement for a successor collective bargaining agreement for July 1, 2019 through June 30, 2022 on May 29, 2019.

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

RECOMMENDATION: Hear public comments and approve agreement.

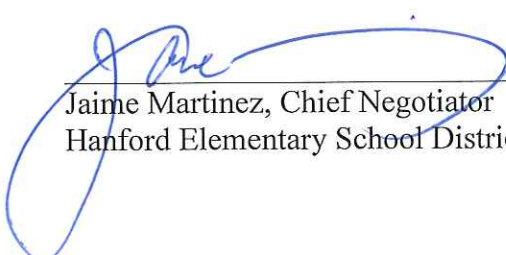
Tentative Agreement 2019-2020
May 6, 2019

ARTICLE 1: AGREEMENT

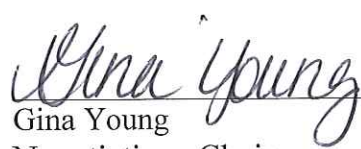
- A. The Articles and provisions herein constitute a bilateral and binding agreement by and between the Trustees of the Hanford Elementary School District, hereinafter referred to as the District or the Board, and the Hanford Elementary Teachers Association/California Teachers Association/National Education Association, hereinafter referred to as the Association.
- B. This Agreement is entered into pursuant to the provisions contained within the Rodda Act.
- C. The term of the Agreement shall commence on July 1, ~~2016~~2019, and shall remain in full force and effect until June 30, ~~2019~~2022. However, it is agreed that either party may “reopen” for the ~~2017-2018~~2020-2021, ~~2018-2019~~2021-2022 school years, negotiations on Article 11: School Calendar and Work Year, Article 18: Employee Group Health and Welfare Insurance Benefits, and Article 20: Salary.

FOR THE DISTRICT:

FOR HETA:


Jaime Martinez, Chief Negotiator
Hanford Elementary School District

5/6/19
Date


Gina Young
Negotiations Chair

5/10/19
Date

Tentative Agreement 2019-2020
May 6, 2019

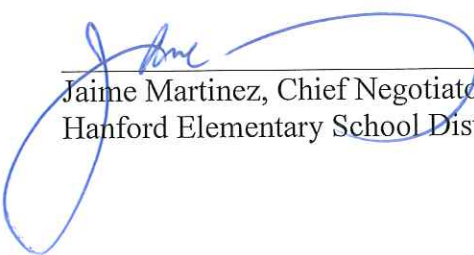
ARTICLE 2: RECOGNITION

- A. The Board recognizes the Association as the exclusive representative for all employees in the appropriate unit of certificated employees. Certificated employees include teachers, special education teachers, induction coaches, instructional coaches, nurses, band teachers, physical education teachers and other specialty teachers (art, music, technology).
- B. The appropriate Unit shall exclude all employees who work one-half (1/2) or more time in one of the following classifications and any other positions designated as management in accordance with Government Code Section 3540.1:
 - 1. Superintendent
 - 2. Assistant Superintendent
 - 3. Director
 - 4. Curriculum Specialist
 - 5. Principal
 - 6. Vice Principal
 - 7. Learning Director
 - 8. Psychologist
 - 9. Administrative Intern
 - 10. Program Specialist, Special Education
 - 11. School Counselor
 - 12. School Social Worker
- C. Day-to-day substitute, temporary teachers working less than a semester, and Home Instruction teachers shall also be excluded from the appropriate Unit.
- D. Teachers employed on Temporary or Categorical contracts on a full-time basis for a semester or longer shall be included as part of the certificated bargaining unit and shall be entitled to all benefits herein set forth. This shall not, however, be construed as granting

such teachers statutory rights not expressly set forth in law, including, but not limited to,
continued employment rights.

FOR THE DISTRICT:

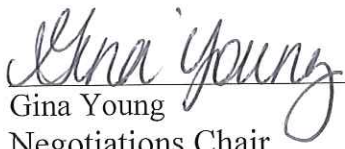
FOR HETA:



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ARTICLE 4: ASSOCIATION RIGHTS

- A. The Association shall have the right of access to District employees at reasonable times. The term "reasonable times" as used herein means an employee's meal or rest periods and any time before or after an employee's assigned duty time when such employee is present upon District property, but is not expected to be performing services or to be ready to perform services on behalf of the District. Any representative of the Association who wishes to enter a school campus of the District during hours in which students are present shall notify the principal's office of his/her identity and his/her status as a representative of the Association. Appropriate identification and credentials may be required in instances where management at the campus level does not know or have reason to know the individual's identity or affiliation.
- B. The Association and its members shall have the right, for Association business, to make use of school equipment at reasonable times as defined above. Such equipment shall include computers, copiers or other duplicating equipment, calculating machines, and all types of audio-visual equipment when such equipment is not otherwise in use.
- C. The Association shall have the right to post notices of activities and matters of Association concern on bulletin boards normally used by the District for communicating with its employees. No such notices shall contain information that is of a libelous nature. Notices that are posted which are of a political nature shall contain the following disclaimer: "This notice has been posted by the Hanford Elementary Teachers Association and does not necessarily represent the support or endorsement of the Board of Trustees of the Hanford Elementary School District." At least one (1) 3' x 4' bulletin board exclusively for use by the Association shall be provided in each school building in areas frequented by teachers.

- D. The Association may utilize District mailboxes and email for non-political communication with its members. Non-political communication means fair and impartial information that is provided to unit members that does not urge the passage or defeat of a ballot measure or candidate (other than candidates running for HETA or CTA offices or positions). Copies of items that are not directly related to Association business, but are intended for general distribution by the Association through the District mail and/or email shall be provided to the Superintendent and/or designee for review at the time of mailing. All materials intended for general distribution by the Association shall be so identified.
- E. The Association shall have the right to purchase/use a cell phone in the classroom of the Association President. Except in emergency situations, use of such phone service shall not interfere with the Association President's regular instructional responsibilities.
- F. The President of the Association shall be presented with materials, exclusive of items appropriate for executive session, to be discussed at regularly scheduled Board meetings at least two (2) days before such meetings. The President shall be notified of all other public sessions of the Board as soon as possible and shall be informed of the subjects to be discussed.
- G. Representatives of the Association shall have the right to utilize District facilities to conduct their meetings with District employees. Requests to utilize such facilities shall be made on forms prescribed by the District for control of Civic Center use of public schools and shall be subject to prior requests for utilization of such facilities by groups entitled to their use under provisions of the Education Code. The Association, when desiring use of such facilities, shall file with the Superintendent the certification required by California Education Code Section 40040 et seq. Meetings conducted in such facilities shall in no

way conflict with the work of District employees, and shall in no way conflict with the public school purposes of the District.

- H. By October 1 of each year the District shall provide the Association with a seniority list of all members of the bargaining unit. The list shall indicate the type of contract under which each unit member is employed and his/her hire date.
- I. A total of ten (10) non-accumulative days of paid annual release time shall be granted to the Association for use by its Representative Council for the purpose of participating in Association business. In addition, the Association President or his/her designee shall have a maximum of fifteen (15) days release time annually, with the Association providing for the cost of the substitute. Such release time in increments of one-half (1/2) or one (1) full day shall be used at the discretion of the Association provided the immediate supervisor or his/her designee is given reasonable notice forty-eight (48) hours of impending absences. One-half of these days shall be scheduled by September 15. Such release time shall not be used for renegotiating this contract.
- J. ~~The Association shall annually appoint an appropriate number of its members to serve on citizen/parent advisory committees (School Advisory Committees and/or School Site Councils) established by the District to comply with State and Federal regulations pursuant to compensatory education. Failure to appoint the appropriate number of members shall in no way prohibit the committees from carrying out their functions~~ Election of Unit Members to serve on citizen/parent advisory committees (School Site Councils and/or English Learner Advisory Committees) established by the District to comply with State and Federal regulations pursuant to compensatory education will adhere to guidelines established by the California Department of Education and consistent with requirements in Education Code 96500 c) (l).

- K. The Association shall appoint a minimum of two (2) members to serve on any District established panel or a number equal to the number of managers created to recruit, screen, and interview applicants for positions requiring certifications, other than those positions represented by the Association, lateral management transfers, promotions, and for the position of Superintendent. The panels shall not be constrained from carrying out their functions if the Association for any reason fails to appoint members or fails to meet the Superintendent's timetable for establishing such panels.
- L. A Representative appointed by Association members at a school shall hold one (1) seat on that school site's Faculty Advisory Committee (FAC) established by District Management for the purpose of advising principals. Failure of any Association Representative to attend FAC meetings for any reason shall in no way obstruct or impair the functions or deliberations of such committees.
- M. The Association may appoint teacher representatives, at least one from each school site, as appropriate, on all District established committees, standing committees, adhoc committees and administrative task forces which are organized to advise the District. The Association will make a good faith effort to have a mix of teacher appointees on committees so that grade level teachers, bilingual and special education teachers, experienced and new teachers, as well as instructional coaches and nurses, are represented on all applicable committees. Before appointing any committee members, the HETA site representative shall consult with his/her site principal for the purpose of expanding the list to cover special needs of the committee. The right to participate shall be limited to the extent that such matters are within the discretion of the District under law. Failure to participate for any reason shall in no way obstruct or impair the functions or deliberations of such committees.

N. New Bargaining Unit Member Orientation (AB 119)

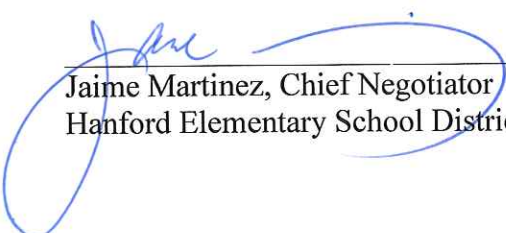
1. The District shall provide written notice of the date, time, and location of all Bargaining Unit Member orientations/on-boarding meetings by electronic email to the Chapter President at least ten (10) work days in advance of the annual orientation meeting(s) or ten (10) work days in advance of other orientation/on-boarding meetings that may occur throughout the year.
2. In the event the District is unable to comply with the above the District shall, at the request of the Association, reschedule the orientation/on-boarding meeting and provide advance notice to the Association. If, however, the District provides proof that there was an urgent need critical to the employer's orientation that was not reasonably foreseeable, the Association shall be provided as much notice as possible.
3. The Association shall be provided up to two (2) hours of uninterrupted time for the Bargaining Unit Member orientation/on-boarding meetings held annually prior to the start of the teacher work year. The District administration will excuse themselves during the Association's time if requested. The Association may invite California Teachers Association (CTA) endorsed vendors and CTA staff to orientation/on-boarding meetings.
4. Annual New Teacher Orientation is held prior to the start of the teacher work year. If, however, the orientation/on-boarding meetings are held during contractual time, the Association shall have District paid release time for one Bargaining Unit representative to attend and participate in the orientation/on-boarding meetings for not more than one hour.
5. The following new bargaining Unit Member information will be sent from the District to the Association President and the Kings/Tulare UniServ Unit electronically no later than

thirty (30) days after the date of hire or by the first pay period of the month of hire. This contact information shall include the following items if the items are included in the District's records:

- Name
 - Home Address
 - Phone Number
 - Personal e-mail
 - Last four (4) Digits of Social Security Number
 - Date of Hire
 - School Site
 - Grade Level/Assignment
6. The above information for all Bargaining Unit Members will be sent from the District to the Association President and the Kings/Tulare UniServ electronically on September 30, January 31, and May 31 of each year.

FOR THE DISTRICT:

FOR HETA:


Jaime Martinez, Chief Negotiator
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ARTICLE 7: PROFESSIONAL DUES AND PAYROLL DEDUCTIONS

1. Any teacher who is a member of the Hanford Elementary Teachers Association/CTA/NEA, or who has applied for membership, may sign and deliver to the District Association an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Pursuant to such authorization, ~~received from the Association,~~ the District shall deduct one tenth (1/10th) of such dues from the regular salary check of the teacher each month for ten (10) months. Deductions for teachers who sign such authorization after the commencement of the school year shall be appropriately pro-rated to complete payments by the end of the school year.
2. ~~Any teacher who is not a member of the Hanford Elementary Teachers Association/CTA/NEA, or who does not make application for membership within thirty (30) days of the effective date of this contract, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, initiation fees and general assessments payable to the Association; provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in Paragraph 1 of this Article. In the event that a teacher shall not pay such fee directly to the Association or authorize payment through payroll deductions as provided in Paragraph 1, the District shall automatically deduct the fee in accordance with Education Code Section 45061, and in the same manner as set forth in Paragraph 1 above.~~
3. (a) ~~Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support Hanford Elementary~~

~~Teachers Association/CTA/NEA as a condition of employment; except that such employee shall pay, in lieu of a service fee, sums equal to such service fee to the following nonreligious, nonlabor organization, charitable fund exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code, or any other one mutually agreed upon:~~

~~-Martin Luther King, Jr., Scholarship Fund~~

~~-American Cancer Society~~

~~-Red Cross~~

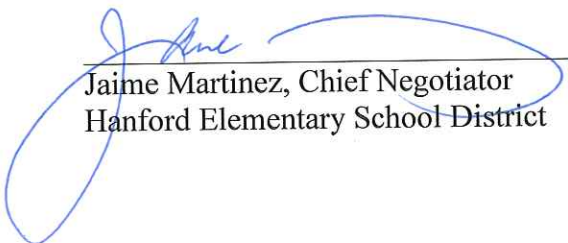
- (b) ~~Proof of payment pursuant to Paragraph 3(a) above, shall be made on an annual or monthly basis as a condition of continued exemption from the provisions of Paragraphs 1 and 2 of this Article. Such proof shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented to the Association.~~

42. With respect to all **membership dues** sums deducted by the District pursuant to authorization of the employee, ~~whether for membership dues or equivalent fee~~, the District agrees to promptly remit such monies to **California Teachers Association (CTA)**~~the Association accompanied by an alphabetical list of teachers for whom such deductions have been made, categorizing them as to membership or nonmembership in the Association, and indicating any changes in personnel from the list previously furnished.~~
53. The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

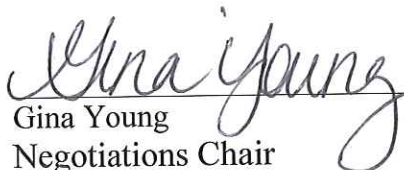
64. Upon appropriate written authorization from the teacher, the District shall deduct from the salary of any teacher, and make appropriate remittance for annuities, credit union, savings bonds, or any other plans or programs jointly approved by the Association and the District.
75. In any case in which the provisions of this Article are contested and it is necessary for the District to defend a position, the Association agrees to hold the District harmless.

FOR THE DISTRICT:

FOR HETA:


Jaime Martinez, Chief Negotiator
Hanford Elementary School District

5/6/19
Date


Gina Young
Negotiations Chair

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Date

Tentative Agreement 2019-2020
May 6, 2019

ARTICLE 8: TRANSFER

A. Definition of Terms:

1. A "transfer" is: Any action which results in the movement of a regular classroom teacher from his/her current regular classroom position to another regular classroom position.
2. A transfer is not:
 - a. A partial change of assignment to a new subject area or discipline [grades seven (7) or eight (8) only].
 - b. A change of grade level assignment [grades seven (7) or eight (8) only].
 - c. A change in site, grade level, or assignment for Special Education teachers, FLI teachers or band teachers. Note: SDC teachers who have been subject to reassignment of a grade level configuration shall be protected from subsequent reassignment in accordance with H.1.
 - d. A change in assignment or site for Specialists not carrying a register. This includes induction coaches, ~~literacy~~ instructional coaches, nurses and itinerant teachers (RSP, band, roving P.E or art teachers and roving leave relief teacher). (NOTE: The intent of the parties in a. through d. above is to provide flexibility in staffing the junior high schools and Special Education. Specifically, flexibility is needed when management desires to balance class sizes and/or to make programmatic changes.)
 - e. A transfer is not an existing class that becomes a combination class opened due to enrollment needs.

3. A "vacancy" is a position in the bargaining unit for which funds are available and which is not occupied. A position in the unit shall be deemed vacant when:
 - a. It is newly created by the District; or
 - b. The holder of the position
 - 1) is granted an unpaid leave of absence for more than two (2) full semesters;
 - 2) resigns from the District;
 - 3) retires from the District;
 - 4) dies;
 - 5) voluntarily transfers into another position in the District;
4. "Seniority" is based on the number of years of service with the District. Leave of absence is not a break in service.

B. Combination Classes

1. In the absence of volunteers at the affected grade level, the site principal and grade level team will select combination class teachers by seniority.
2. The person selected will not have had a combination class assignment the prior year unless no other options are available at the affected grade level.
3. The designated combination class teacher will reinstate to their previous grade level assignment.
4. Teachers assigned to a combination class will receive an additional \$100 classroom stipend.
5. Teacher would receive \$1,500 combination stipend as stated in Salary Article.

C. Demographics

Prior to the District's annual staffing meeting, Management and Association Officers will meet and consult to discuss the demographics for the coming year.

1. The Association will be provided with student demographics and anticipated number of classes at each grade level for each school not later than one (1) week prior to the District's annual staffing meeting. The information provided to Association officers shall be kept confidential until after teachers have been notified by their principal of a transfer.
2. Projected demographics for Special Day Classes will be shared with special education staff prior to the District's annual staffing meeting.

D. Voluntary Transfer

1. A teacher may submit a written request for a voluntary transfer at any time after the commencement of the teacher work year and such request will remain in effect until the first day of the new school year the following year. Such request shall be submitted to the District Human Resources Office and shall specify the school(s), grade(s), and/or subject(s) into which s/he wishes to be transferred.
2. A teacher, including those in special assignments such as Special Education, FLI, ~~Literacy~~Instructional/Induction coaches and band teachers shall utilize the voluntary transfer request procedures in the event they wish to vacate their current assignment.
3. During the academic school year and through April 15 only, the District shall email and post vacancies in each faculty room during the academic school year, for no less than (5) days prior to the date upon which the position is to be filled. All notices shall be placed in an area reserved for the Association. Such notices shall include

the school site, grade level, and/or subject area of the vacancy, as well as a date by which the position is to be filled.

4. The District shall include on the "intent to return" forms issued annually to current unit members and teachers on leave, a statement that in order to be considered for a vacancy, a teacher must have on file with the Human Resources Office a written request for transfer.
- *5. Currently employed teachers, who have requested a voluntary transfer to a position posted prior to April 15, shall normally be assigned to the position before new personnel are considered for such assignment.
6. When two (2) or more current employees seek a voluntary transfer to a position posted prior to April 15, the teacher with the most seniority in the teacher bargaining unit shall normally fill the vacancy. A balance of experience, expertise and leadership shall be considered when reviewing voluntary transfer requests. *Any denial of a teaching position to the most senior applicant as defined herein shall be for good and sufficient reasons based on the educational needs of the District.
7. Numbers 6 and 7 shall not apply to voluntary transfer requests for vacancies posted after April 15 of the school year prior to the school year in which the transfer would become effective. The District is free to consider outside applicants and in-house candidates at the same time.
8. In any case where management proposes to a unit member that s/he volunteer to transfer into an existing vacancy and said unit member subsequently does volunteer for such a transfer, said transfer shall, for purposes of this Article, be considered as having occurred under the Paragraph €D., Voluntary Transfer provisions above.

E. Administrative Transfer

1. An administrative transfer may be made by the District for good and sufficient reasons based on the educational needs of the District.
2. Principals recommending an Administrative transfer will discuss potential changes in assignment with affected teachers prior to the annual staffing meeting. Teachers will be given a 24 hour notice prior to the conference with his/her administrator. Teachers will be allowed to have a representative present.
3. The District shall notify the affected teacher in person in private after duty day of his/her proposed administrative transfer for the coming year by April 15 of the current school year. Such notification shall identify the reason and the basis for the proposed action and shall include the specific school site, grade level, and/or subject area to which the teacher will be transferred.
4. After the Principals have met with affected teachers, the Association will meet with teachers being proposed for transfer to discuss possible alternate proposals to present to the Superintendent for consideration.
5. Bargaining unit members may request, and shall be granted, a meeting with the Superintendent to discuss the proposed transfer. A bargaining unit member shall be permitted to have an Association representative present.
6. A bargaining unit member who is administratively transferred shall have the right to appeal the transfer through the grievance procedure if the unit member doubts that the transfer was based on the educational needs of the District.

7. A teacher who has been subject to an administrative transfer shall not again be subject to an administrative or an involuntary transfer until s/he has served two (2) years in that position.
8. Regular teachers who have been administratively transferred to a different school and/or grade level shall receive a stipend of One Thousand Dollars and No Cents (\$1,000). The stipend shall be payable with the September 30 pay warrant following the transfer/reassignment.

F. Involuntary Transfer – Spring Staffing

1. The District may only involuntarily transfer a bargaining unit member out of a position due to changing enrollment or elimination of a program.
 - a. Teachers with the least amount of seniority shall normally be transferred if an involuntary transfer becomes necessary.
 - b. The District shall actively seek volunteers at the affected grade level prior to initiating an involuntary transfer. The volunteer will be afforded the same protection and stipend which would be provided to the least senior teacher.
2. The District shall notify the affected teacher in person in private after the duty day of his/her proposed transfer for the coming year by April 10 (except under F.5) of the current school year. Such notification shall identify the reason for the proposed action.
3. A teacher being involuntarily transferred from his/her current position shall be sent a list of vacancies and a list of the names of the involuntary transfers ranked by seniority by April 10 for the following school year.

4. By April 15, a meeting shall be held for teachers being involuntarily transferred. At this meeting, teachers, by seniority, will select a position from the list of vacancies for the following academic school year. Teachers on the involuntary transfer list shall have priority over voluntary transfers for vacant positions through April 15, prior to the annual staffing meeting.
5. Any teacher who is dissatisfied with his/her new position resulting from the April 15 meeting (See #4 above) shall be given first consideration for vacancies that occur prior to students returning to school before voluntary requests are considered.
6. A teacher who has been subject to an involuntary transfer shall not again be subject to an administrative or an involuntary transfer until s/he has served two (2) years in that position.
7. Regular teachers who have been involuntarily transferred to a different school and/or grade level shall receive a stipend of One Thousand Dollars and No Cents (\$1,000). The stipend shall be payable with the September 30 pay warrant following the transfer/reassignment.
8. Any teacher being involuntarily transferred from his/her position shall be given the option to return to his/her position (grade and/or subject), if the position is reopened prior to the students return to school. Teachers electing this option shall waive their rights to benefits provided in Section F.1.b. of this Article.
 - a. If the previous position (grade and/or subject) is reopened after the students return to school, the former position will be made available to the teacher the following school year if it is vacant or has been filled by a new hire, unless the

new hire is a Probationary I teacher and it would be in the best interest of that teacher to stay in that position for further observation and assistance.

G. Involuntary Transfer – After April 15 or Fall Balancing

1. The Association and the District recognize and acknowledge that school site enrollment changes may necessitate the District initiation of transfers after the April 15 date described above.
 - a. The District will actively seek volunteers at the affected grade level prior to making an involuntary transfer. If a volunteer steps up in lieu of the least senior teacher and is approved for transfer by the Superintendent, said volunteer will be afforded the same compensation and protection from future transfer afforded to the least senior teacher.
 - b. Should an involuntary transfer become necessary after May 15, the teacher being transferred shall have the choice of three (3) days of additional pay or three (3) days without classroom duties, or any combination of these totaling three (3) days, in order to make proper preparation for the new classroom assignment. Teachers who volunteer in lieu of another teacher will also receive 3 day's pay or 3 days of substitute release time or a combination of both to prepare for class change.
 - c. A teacher who has been subject to an involuntary transfer shall not again be subject to an administrative or involuntary transfer until s/he has served two (2) years in that position.
 - d. Regular teachers who have been involuntarily transferred to a different school and/or grade level shall receive a stipend of One Thousand Dollars and No

Cents (\$1,000). The stipend shall be payable with the September 30 pay warrant following the transfer/reassignment.

2. Any teacher being involuntarily transferred from his/her position:
 - a. Shall be given the option to return to his/her position (grade and/or subject), if the position is reopened prior to the students return to school. Teachers electing this option shall waive their rights to benefits provided in Section G.1.b. of this Article.
 - b. If the previous position (grade and/or subject) is reopened after the students return to school, the former position will be made available to the teacher the following school year if it is vacant.
3. The District shall notify the affected teacher in person in private after the duty day of his/her proposed transfer. Such notification shall identify the reason for the proposed action.

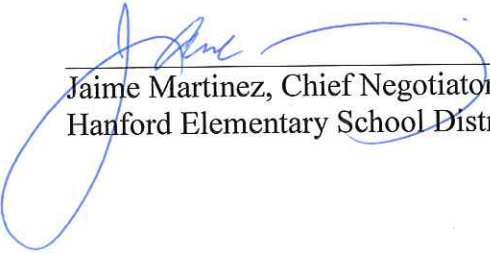
H. Reassignment

1. Special Day Class (SDC) teachers who have been subject to reassignment shall be protected from subsequent reassignment for two (2) years, except in the following cases:
 - a. Teacher movement into or out of RSP to any position that keeps a register for apportionment purposes.
 - b. Movement of a Special Day Teacher with his/her program from one school site to another school sites.
 - c. Realignment of SDC grade levels at a school where there is not more than one grade level added to the program.

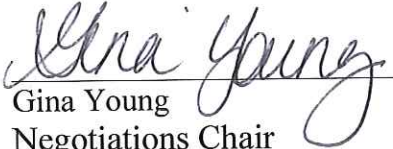
2. SDC teachers who have been reassigned by the District to a different school and/or grade level configuration (K-3, 4-6, 7-8) shall receive a stipend of One Thousand Dollars and No Cents (\$1,000). The stipend shall be payable with the September 30 pay warrant following the transfer/reassignment.
3. The process for determining an RSP split assignment at a school site with two (2) RSP teachers will be as follows:
 - a. Student and program needs will be considered through the District developed selection process for RSP split assignments.
 - b. In the event that the impact on student and program needs is substantially equal, in the absence of a volunteer, the teacher with the least seniority will be selected for the split assignment.

FOR THE DISTRICT:

FOR HETA:


 Jaime Martinez, Chief Negotiator
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ARTICLE 11: SCHOOL CALENDARS AND WORK YEAR

A. Traditional School Calendar

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

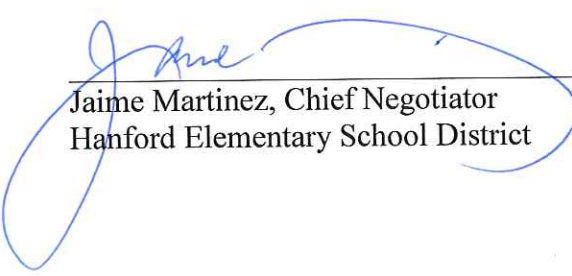
187 DAYS TOTAL

* With regards to the work year for school nurses, nurses shall return to work two days prior to the teacher work year and will not work on parent/teacher conference days.

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

FOR THE DISTRICT:

FOR HETA:



Jaime Martinez, Chief Negotiator
Hanford Elementary School District

5/6/19
Date

Gina Young
Negotiations Chair

5/6/19
Date

ARTICLE 13: TEACHING HOURS AND TEACHING LOAD**A. Work Week**

It is recognized that with the planning, preparation, and evaluation involved in teaching, teachers work a minimum of forty (40) hours per week. However, this is not to imply that teachers are expected to be on the school site during all of those forty (40) hours.

B. Work Day

1. The normal on-site workday for all bargaining unit members shall begin not less than ten (10) minutes before the scheduled start of instruction.
2. Except for the performance of District-required adjunct duties, the time between arrival at the site and the commencement of the student day shall be available for teacher preparation and/or such other activities deemed appropriate by the teacher.

C. INSTRUCTIONAL DAY

1. No bargaining unit members shall be required to engage in direct student instruction in excess of the following amounts of time during any work day, except as otherwise provided for in this agreement.

Transitional Kindergarten/Full-Day Kindergarten	287 minutes
Grades 1-3	307 minutes
Grades 4-6	327 minutes
Grades 7-8	341 minutes
Opportunity Class	315 minutes
Community Day School	360 minutes

Grades 7-8 instructional minutes include 15 minutes passing time. Instructional minutes exclude a fifteen (15) minute morning break and a sixty (60) minute lunch period.

2. All unit members assigned to grades K-6 except Alternative Education shall, on a daily basis, be entitled to one of the following morning break provisions:
 - a. One twenty (20) minute break at or about mid-morning.
 - b. Two (2) ten (10) minute breaks scheduled so as to break the morning sessions into three (3) approximately equal time segments.
3. All unit members assigned to grades seven (7) and eight (8) and Alternative Education classes shall, on a daily basis, be entitled to a fifteen (15) minute mid-morning break.
4. The lunch break for alternative education programs shall be 30 minutes.
5. The instructional day for each school site and grade level shall be established by management in consultation with the school site and the Association.
6. Teachers may volunteer for the after school programs including direct instruction or lesson planning. Teachers will be paid for their time as set forth in Article 20.

D. MINIMUM DAYS

Except for Community Day School, a Minimum School Day shall be scheduled for all teachers on the last day of instruction of each school year. A Minimum Day shall also be scheduled on the days preceding Memorial Day, Winter recess, and Spring Break.

Teachers may leave campus after student dismissal. No meetings or professional development will be scheduled on these days.

1. Designation of Minimum Days: The District shall annually determine both the total number of minimum days and the specific nature of the activities for those minimum days. However, no minimum days will be designated for the Community Day School.

The instructional day for Minimum Days shall be as follows:

Transitional Kindergarten/Full-Day Kindergarten	220 instructional minutes
Grades 1-3	230 instructional minutes

Grades 4-8

240 instructional minutes

The beginning and ending times for instruction on Minimum Days shall be determined by the Administration in accordance with student transportation schedules.

2. Types of Minimum Days

- a. Minimum Days for Collaboration: Teachers shall have 10 minutes following student dismissal for end of the day activities before starting their duty-free lunch. Collaboration on minimum days shall begin immediately after the unit member's duty free lunch and continue until 3:30 p.m. Six (6) of the minimum days per year shall be teacher directed and will be scheduled on the collaboration calendar; teachers shall be required to present the Principal with an agenda for each of those teacher directed minimum days prior to the collaboration.

Collaboration start times are as follows:

TK/K	1:10 p.m.
1-3	1:20 p.m.
4-8 and whole group meetings	1:30 p.m.

- b. Minimum Days Prior to Holidays and Last School Day: on the days preceding Memorial Day, Winter Recess, Spring Break and the last day of instruction each year, teachers may leave campus when the students leave.
- c. Minimum Days for professional development: Teachers will be paid a stipend equal to or greater than the average hourly rate of pay for time after 3:30 p.m. Minimum Days for professional development will not extend past 4:30 p.m.
- d. At Risk Conferences: Teachers may leave at 3:30 p.m.

Note: Teachers who are absent from minimum day activities will be docked two hours from their sick leave or personal necessity leave as appropriate.

E. PARENT/TEACHER CONFERENCE

1. Every effort will be made for teachers to receive sibling conference schedules from the site administrator two (2) weeks before scheduled conference days.

Teachers shall submit their conference schedules to the site administrator not fewer than two (2) work days before the scheduled conference days.

- a. Parent/teacher conferences shall normally be scheduled for all students on the dates established by the District.
- b. Teachers shall submit to the site administrator a parent/teacher conference report at the end of the second parent/teacher conference day, accounting for all students, number of conferences held, percentage of total conferences completed, and reason for any conferences not held.
- c. Teachers shall be relieved of further obligation for a parent conference after the following steps have been taken: Notices sent home, telephone calls, and reschedule conference.
- d. Teachers may leave the school site on District scheduled parent/teacher conference days no earlier than 12:00 p.m. Teachers shall notify school site office staff of any off-campus time prior to leaving.
- e. Teachers may not utilize their personal day or personal necessity leave for personal compelling reasons on parent teacher conference days.

F. PROFESSIONAL WORKDAY

1. The teacher will remain at his/her school site after the dismissal of his/her students for a time determined by the teacher to be necessary to take care of student needs and to plan for the next school day's activities. In addition, the District may require a teacher to remain on duty after the dismissal of students as follows:
 - a. To attend parent/teacher conferences as scheduled by the teacher and consistent with past practices in the District.

- b. To attend Individualized Education Program (IEP)/504 meetings conducted by the Special Education Department consistent with past practices in the District.
- c. To fulfill adjunct duty requirements as described in Section ~~F.2~~ **G.2** of this Article.
- d. To attend principal-scheduled faculty meetings.
 - 1) No more than one (1) such meeting shall normally be scheduled in a two-week period.
 - 2) Every reasonable effort shall be made to limit such meetings to an ending time of no later than 4:30 p.m.
 - 3) A twenty-four (24) hour advanced notification shall be given to affected staff members when management anticipates that a staff meeting will extend beyond 5:00 p.m.
 - 4) Except in emergencies, if more than one (1) meeting shall be scheduled in a two (2) week period, forty-eight (48) hours notice shall be given.
 - 5) Except in difficult scheduling circumstances, all such meetings shall be held on Tuesday afternoons.
 - 6) Teachers who miss a scheduled staff meeting shall utilize their available leave as appropriate according to time missed.
- e. To attend management-scheduled professional development (P.D.) programs. (See section J., **Professional Development**, below.)
- f. To attend performance evaluation meetings with his/her supervisor in conformance with the provisions of **Article 9: Teacher Evaluation Plan**.

- g. To participate in individual teacher/principal supervisory consultations which may result from direct supervisory observations of the teacher by his or her principal and/or any other work related matter. The principal shall inform the teacher of the topic for consultation at the time he/she schedules the conference.
- h. In scheduling meetings under the provisions of "b", "f", and "g" above, management and teachers shall make every reasonable effort to use dates and times which are acceptable to both parties.

G. ADJUNCT DUTIES

Teachers may be required to perform adjunct duties on behalf of the District.

- 1. Such duties shall be equitably assigned on a school-site basis.
- 2. Counting toward the fulfillment of this requirement, time shall be spent on duties including, but not limited to,
 - a. School yard supervision
 - b. Bus duty
 - c. Recess duty
- 3. Adjunct duties shall not total more than four (4) hours per year for any unit member.

H. LUNCH PERIODS

- 1. Lunch periods for unit members shall normally be sixty (60) minutes.
- 2. Lunch periods for unit members teaching Alternative Education classes shall be not less than thirty (30) minutes.
- 3. Lunch periods for nurses shall not be less than thirty (30) minutes).

4. Teachers shall be free from all assignments during the scheduled lunch period except where expected to accompany students to the cafeteria or in emergency situations.
5. In no instance will the lunch hour be less than thirty (30) consecutive minutes. A 30-minute lunch period may be called by the Principal for rainy days or by the District for bad air quality days according to the recommended air quality index that precludes students from being outdoors.

I. MISCELLANEOUS

1. Collection of Student Monies:

- a. Teachers shall not be expected to collect student money for any reason.
 - b. The foregoing shall not preclude teachers from collecting monies voluntarily.
2. A unit member shall not be required to take another teacher's class involuntarily, except in an emergency situation in which:
 - The service of a substitute cannot be secured, and
 - A member of the school site management team is unavailable to take the class.
 - a. In such cases the teacher shall receive additional pay at the substitute rate of pay.
 - b. The foregoing shall not preclude a teacher from volunteering to take another teacher's class without compensation and with administrator approval.
 3. Should a teacher be required to pack up their classroom in order for classroom repairs to be performed during the student instructional year, the teacher shall be compensated at their per diem rate for one (1) day.

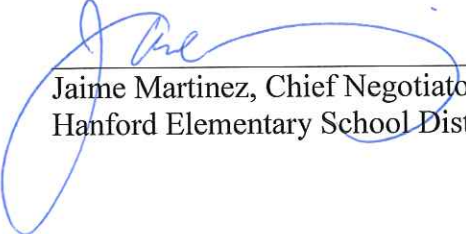
J. PROFESSIONAL DEVELOPMENT

1. The District may require teachers to participate in up to, but no more than, twenty (20) hours of professional development programs on an annual basis during the teacher's contract year. The District may require teachers to participate in additional hours of professional development programs.
2. Time counting towards the twenty (20) hour limit will include any required time spent by a teacher in P.D. activities that occurs outside the student day on a regularly scheduled workday.
3. All time spent by a teacher in P.D. activities that count toward the above described twenty (20) hour limit shall result in extra payment to the affected teacher in an amount determined by stipend equal to or greater than the average hourly rate of pay or multiplying the number of hours spent (or quarter hour fractions thereof) times the average teacher hourly rate of pay as established in Article 20, Section F.4. This shall not preclude the District from making available professional development programs in which unit members may voluntarily participate, either without the extra payment or at a rate that is otherwise mutually acceptable to the District and the affected teacher(s).
4. Teachers may, on a voluntary basis, elect to participate in required P.D. activities during days other than regularly scheduled workdays. Arrangements, including extra pay rates, for such "non-workday" required P.D. programs, shall be made on the basis of mutual acceptability between the District and the affected teacher(s).
5. Stipends may be provided beyond regular salary to any teacher who participates in a professional development program on either a voluntary or a required basis even if s/he expresses his/her intent to use such participation to receive college/university units for advancement on the teacher salary schedule.

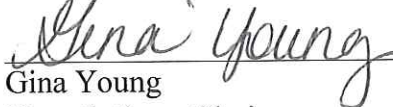
6. Any fees assessed by the college/university for academic credit for professional development activities to be applied toward advancement on the salary schedule shall be paid by the teacher.
7. Teachers required to attend P.D. due to state or federal mandates shall be compensated at rate set by state/federal agency.
- K. District-wide professional development days shall begin at 8:00 a.m. and end at 3:30 p.m. The ending time when the Principal arranges substitute release time for unit members to collaborate shall be the end of the student instructional day.

FOR THE DISTRICT:

FOR HETA:


Jaime Martinez, Chief Negotiator
Hanford Elementary School District

5/16/19
Date


Gina Young
Negotiations Chair

5/16/19
Date

ARTICLE 14: CLASS SIZE

- A. It is the intent of the parties to maintain an overall staffing ratio for regular classrooms in the District (i.e., not including Special Education Day Classes) at a level not to exceed 29.9 enrolled students per regular classroom teacher in grades 4-8. With respect to Special Education Day classes, it is the intent of the District to maintain overall staffing ratio of 1:15.
- B. Except as provided in A above, grade level staffing shall be based on the following teacher/pupil ratios and ceilings set forth below:

	<u>Ratio</u>	<u>Ceiling</u>
*Grades TK through 3	1:25	1:25
Grades 4 through 8	1:30	1:33
Special Education Day Classes	1:15	1:18
Special Education Resource Specialists	State Mandate	
Alternative Education	State Mandate	
P.E. Grades 7-8	1:50	NONE

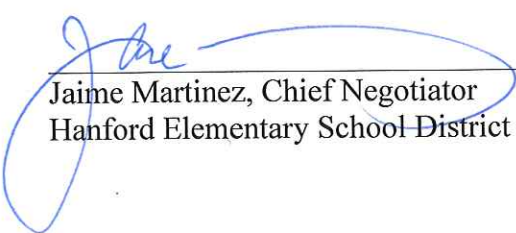
*The ratio and ceiling of 1:25 for Grades TK-3 is contingent upon the District's participation in the Class Size Reduction Program.

Class size configuration for SDC classes shall be TK-3, 4-6, 7-8 with flexibility for student's ability and if student numbers warrant it. In the event that the enrollment in any SDC class exceeds the contracted class size class limit of 15 students, the District shall pay the affected teacher overage pay in the amount of ~~\$75.00~~ **\$100.00 per month for each student over the limit of 15 students up to the ceiling of 18 students. Overage pay will be calculated based on the highest daily enrollment of any single day during the month and regardless of the number of days in the month the SDC class size exceeds the 15 student limit.

- C. The principal or his/her designee shall consult with teachers regarding the assignment of students to classes (including SDC teachers) prior to the beginning of the school year. After the commencement of the academic year, no student shall be transferred from one class to another class prior to consulting with all teachers (including SDC teachers).
- D. The District shall equally balance grade 4 through 6 classrooms within each school at the end of the 2nd week of school. If a classroom is above 35 students then the affected teacher will be offered assistance until balancing occurs.
- E. When assigning students to classes throughout the school year, the District shall balance classes by taking into consideration student needs, parent concerns, behavioral or emotional issues, English language development, and medical needs.
- F. At the seventh (7th) and eighth (8th) grade levels, every reasonable effort will be made to equalize class sizes in the same subject area within a given period. In addition, every reasonable effort shall be made to limit seventh and eighth grade physical education (P.E.) class enrollment to no more than fifty (50) students in a given period.
- G. If at the end of the first (1st) register month the established ceilings have been exceeded, the District will take measures to alleviate the overcrowding.
- H. No Transitional Kindergarten through sixth (6th) grade classroom including SDC shall exceed the ceiling established for that grade level (barring student/family hardship) after the first (1st) register month unless all other classes at that grade level in the District have reached the ceiling.

FOR THE DISTRICT:

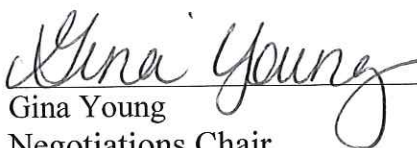
FOR HETA:



Jaime Martinez, Chief Negotiator
Hanford Elementary School District

Date

5/16/19



Gina Young
Negotiations Chair

Date

5/16/19

Tentative Agreement 2019-2020
May 16, 2019

ARTICLE 16: LEAVES

A. Personal Illness and Injury Leave

1. Full-time teachers shall be entitled to ten (10) days leave with full pay for each school year for purposes of personal illness or injury. Teachers who work less than full-time daily schedule or for less than a full year shall be entitled to that portion of ten (10) days' leave that is directly proportionate to the amount of time spent in service to the District when compared to the amount of such time that would be spent by a regular full-time employee. Sick leave shall accumulate year-to-year.
2. After all earned leave as set forth above is exhausted, additional non-accumulated leave shall be available for a period, not to exceed five (5) school months per illness or injury. During the use of such leave the amount actually paid to a substitute from the teacher's normal pay warrant, or, if no substitute is employed, that amount which would have been paid to a substitute, had one been employed, shall be deducted. The five-month period shall begin at the conclusion of the teacher's accumulated sick leave. Teachers in differential pay status may be required to furnish the District with medical certification confirming the teacher's inability to work during each day of such absence.
3. At the end of the five-month differential period, the teacher shall be asked to consider all employment options which can include a request for unpaid leave for the remainder of the fiscal year. At the end of either the five-month period, or

unpaid leave if such is requested and granted, the teacher must be physically and mentally capable of performing all regularly assigned duties.

4. Notification

- a. Not later than 2:00 p.m. on the work day immediately prior to the date of return to work from leave due to illness or injury, the unit member shall notify the immediate supervisor of his/her intent to return to work.
- b. Teachers on approved extended injury/illness leaves are required to keep the District advised on a regular monthly basis as to the status of the extended leave. Such notification shall be provided to the Human Resources Department no later than the last day of each month during the time period the employee is on the extended leave.
- c. All absences from work due to illness or injury in excess of five (5) consecutive working days shall be supported by verification(s) from the treating practitioner.
- d. No later than 2:00 p.m. on the work day immediately prior to the date of return to work from leave due to medical disability, the unit member shall submit to the Human Resources Department a written release from his/her treating physician. Return to duty with any restrictions limiting the employee from full, regular duty shall be subject to agreement by the District.

5. ~~The District shall provide each teacher with a written statement as to the total amount of sick leave s/he has available for the school year. Said statement shall be provided to the teacher no later than October 15 of the school year.~~

—65. Sick leave need not be accrued prior to the taking of such leave by the teacher, and such leave up to and including the current work year's sick leave allotment may be taken at any time during the established work year. Illness and injury leave which has not been earned and had been advanced to the teacher who doesn't complete the school year shall be deducted from the teacher's final pay warrant.

—76. Catastrophic Sick Leave Bank

- a. Association members may donate up to ten (10) days per year of accrued sick leave to a Catastrophic Sick Leave Bank. Donation of earned sick leave normally shall be at the beginning of each school year and shall be in multiples of four (4) hours. Donations of sick leave to the Catastrophic Sick Leave Bank are irrevocable.
- b. Association members who have exhausted all accrued paid leaves and who are suffering from a catastrophic illness or injury, or that of a member of their immediate family, may request leave from the Catastrophic Sick Leave Bank to cover unpaid catastrophic leave days or, if applicable, to supplement differential-pay sick leave for catastrophic illness, up to their regular per diem rate. Immediate family includes the relatives listed under Article 16, Section F.
- c. The District and Association representatives shall agree on the amount, if any, of donated sick leave that shall be transferred from the Catastrophic Sick Leave Bank to the employee on catastrophic leave. The amount of additional leave granted to an employee as a result of leave donation(s)

from the Catastrophic Sick Leave Bank shall not exceed twelve (12) months. Catastrophic sick leave donated from the Bank to an employee in excess of that needed by the employee for the catastrophic illness/ injury, shall be transferred back to the Catastrophic Sick Leave Bank.

B. Pregnancy Disability Leave

1. Teachers are entitled to use sick leave as set forth in Personal Illness and Injury Leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, or recovery therefrom on the same terms and conditions as those governing leaves of absence from other illness or medical disability.
2. A teacher whose pregnancy has been verified shall report her condition to Human Resources not later than three months prior to the expected delivery date. In order to assist the district in providing coverage during the employee's absence, the teacher will let the District know their tentative leave intention as soon as possible if she intends to request a leave of absence other than that of temporary disability.

C. Parental Bonding Leave

Effective January 1, 2017, to be entitled to up to 12 workweeks of parental bonding leave under this section, unit members must be eligible for child bonding leave under the California Family Rights Act (CFRA) to the extent that he or she must have been employed by the District for at least 12 months, but need not have worked 1,250 hours in the 12 months prior to commencing the leave. Paid leave used under this section shall run concurrently with unpaid CFRA child bonding leave.

1. For purposes of this article, "parental bonding" leave means child bonding or child care leave taken within the first 12 months following the birth of a child of

the unit member or the placement of a child in the unit member's household for adoption or foster care.

2. Pursuant to Education Code section 44977.5, when an eligible unit member who has exhausted all paid sick leave, including accumulated sick leave, continues to be absent for purposes of parental bonding under the California Family Rights Act (CFRA; Government Code section 12945.2) he or she may use up to 12 workweeks of differential pay leave under section A.2. of this article concurrently with the unpaid CFRA leave entitlement.
3. For purposes of this paid parental bonding leave only, all sick leave and accumulated sick leave shall be used and exhausted before differential pay leave may be utilized. The 12 work weeks shall be reduced by any period of sick leave including accumulated sick leave, taken during a period of parental bonding leave pursuant to this article or CFRA (Government Code § 12945.2).
4. A unit member shall not be provided more than one 12-week period of paid absence for parental bonding leave in any 12-month period. However, if a school year terminates before the 12-week period is exhausted, the employee may take the balance of the 12-week period in the subsequent school year.
5. If both parents work for the District, the maximum combined leave available to the parents for parental bonding is 12 work weeks.
6. Any parental bonding leave must be requested in writing to the Assistant Superintendent of Human Resources, a minimum of 30 days prior to the date the leave is proposed to commence.

D. Industrial Accident or Illness Leave

1. Unit members shall be entitled to industrial accident or illness leave as defined below.
2. The accident or illness shall have arisen out of and in the course of employment of the teacher and shall be accepted as a bonafide injury or illness arising out of and in the course of employment by the Kings County Insured Schools Joint Powers Authority and/or the Third Party Claims Administrator.
3. Allowable leave for such industrial accident or illness shall be for sixty (60) days.
4. Allowable leave shall not be accumulated from year to year.
5. Leave under these rules and regulations shall commence on the first day of absence.
6. Payment for wages lost on any day shall not, when added to an award granted the teacher under Worker's Compensation laws of this State, exceed the normal wage for the day.
7. Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.
8. When an industrial accident or illness leave overlaps into the next fiscal year, the teacher shall be entitled for the same illness or injury to only the unused balance of the 60-day leave due him/her.
9. During any paid leave of absence, the teacher shall endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District in turn shall issue the teacher appropriate salary warrants for payment of the teacher's salary and shall deduct normal retirement

and other authorized contributions. In the alternative and as a convenience to both parties, the Third Party Claims Administrator can also mail the checks directly to the District made payable to the District during the employee's full pay status.

10. The benefits provided by these provisions shall be applicable to all teachers immediately upon becoming a teacher of the District.
11. Any unit member receiving benefits as a result of these provisions shall, during period of injury or illness, remain within the State of California unless the Board authorizes travel outside the State.
12. The industrial accident or illness leave of absence is to be used in lieu of entitlement under the personal illness provisions of this Agreement. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave may be used.
13. A physician's verification of temporary disability must be obtained or no Industrial Accident Leave will be paid. The teacher claiming such leave shall be examined by a physician selected on the District's Worker's Compensation Medical Panel. Failure to do so absent a "Pre-designation" on file with the District will necessitate usage of sick leave for any time off work or no pay if there is no available sick leave remaining.

E. Personal Necessity Leave

1. Leave which is credited under Paragraph 1 of Personal Illness and Injury Leave may be used, at the teacher's election, for purposes of personal necessity;

provided that use of such personal necessity leave does not exceed seven (7) days in any school year.

2. Personal Necessity Leave may be taken for the following reasons with no advanced notification required: (The teacher shall make every effort to comply with District Procedures to enable the District to secure a substitute.)
 - a. Death or serious illness of a member of the teacher's immediate family (as described in bereavement leave).
 - b. An accident involving the teacher's person or property, or the person or property of a teacher's immediate family.
3. Personal Necessity Leave may be taken to avoid unsafe weather conditions (i.e. fog) with notification to the supervisor as soon as the delay is known to the teacher. The duration of this leave shall be as necessary but not exceed one-half (1/2) day increments per occurrence.
4. Personal Necessity Leave may be taken for the following reasons with advanced notification:
 - a. Appearance in Court or before any administrative tribunal as a litigant.
 - b. Parental bonding, including adoption and foster child placement.
 - c. Reasons of personal compelling importance when such requests are not covered by other paid leave provisions contained in this Agreement. No more than three (3) consecutive instructional days of this leave may be used at any one time. In addition, this leave shall not be used on parent/teacher conference days, pre-service days or the first or last day of the school year.

5. The District may require a teacher to verify, in writing, that the Personal Necessity Leave was used only for purposes for which it was requested.

F. Personal Day Leave

A unit member shall be entitled to one (1) day of Personal Day per year, non-cumulative, to be deducted from the teacher's accumulated sick leave. The teacher shall notify the site principal at least twenty-four (24) hours in advance of taking such leave. The number of teachers utilizing this leave provision shall be limited to one (1) teacher per school site per day, except where a ~~husband and wife~~ spouse or domestic partner teach at the same school site. This leave shall only be taken on a day that students are in attendance.

G. Paid Family Illness Leave

1. Unit members are entitled to one (1) day of paid Family Illness Leave annually in the event of illness or injury of any member of the unit member's immediate family. The immediate family in this instance shall include husband, wife, domestic partner, children, parents, and grandparents or any relative living in the immediate household of the unit member. No deduction from the salary of the teacher shall be made for such absence. This leave is non-cumulative.
2. In addition to the paid leave available under subsection 1. above, unit members may use in any school year up to one-half (1/2) of their annual allowance of Personal Illness and Injury Leave, credited per Section A.1. of this article, for the care of an ill or injured member of the unit member's immediate family, as defined under subsection 1. above. Leave taken under this provision shall reduce

leave available, if any, for Personal Necessity, per Section D. of this article, on a day-for-day basis.

3. The District may require proof to substantiate the need to be in attendance with the sick family member.

H. Bereavement Leave

A unit member shall be granted a leave with full pay in the event of the death of any member of his/her immediate family. The leave shall be for a period of five (5) days. If travel exceeding 300 miles (one way) is necessary, six (6) days shall be allowed. The immediate family is defined as spouse or domestic partner, mother, father, sister, brother, son, daughter, grandfather, grandmother, grandchild, of the employee or employee's spouse or any relative of either spouse living in the immediate household of the employee. While on paid or protected leave, the employee may substitute bereavement leave for qualifying family member by notifying the District at the time of occurrence.

I. Jury Duty/Witness Leave

1. Members of the unit shall be entitled to leave, without loss of pay, to appear in court as a witness, or as a litigant for reasons not brought about through the misconduct of a teacher, or to serve as a juror. The teacher shall notify the District upon verification of jury duty receipt of subpoena prior to the beginning date of the above leave. The teacher shall contact principal about returning to work if released from jury duty prior to or during their regularly scheduled lunch break. Principal will take into consideration travel time when advising teacher.
2. Any compensation, exclusive of any mileage allowance, received for appearance as a witness or from serving as a juror under this section shall be endorsed over to

the District so that the member's compensation for any days of absence for the above purposes shall not be in excess of nor less than his/her regular pay.

3. Jury or witness fees not remitted to the District shall be withheld from the employee's paycheck.
4. Teachers shall be granted a paid leave of absence when requested to appear at a dismissal hearing initiated by the District.

J. Excused Absence Without Loss of Pay

The Superintendent or Principal may occasionally on not more than two occasions per school year authorize the absence of a teacher with pay for a maximum of two (2) hours during the instructional day when such absence from his/her regular duty is deemed in the best interest of the District, or the reason is of such a nature it requires the presence of the teacher during his/her working day, and when the teacher's absence does not require a paid substitute.

K. General Provisions - Paid Leaves

Unless otherwise specified in this Agreement, a unit member who is on a paid leave of absence shall be entitled to receive wages and all fringe benefits including, but not limited to, insurance and retirement benefits; to return to the same position which s/he held immediately preceding the commencement of the leave; and to receive credit towards annual salary increments.

L. Unpaid Family Care Leave/Family Medical Leave Act (FMLA)

1. Unit members may take unpaid leave(s) for a total of twelve (12) weeks in any twelve-month period to care for a seriously ill family member. Family members

shall include spouse or domestic partner, child, parent, or any member of the employee's household including domestic partners.

2. In the case of an ill or injured family member, the following provisions apply:
 - a. The employee must have completed one (1) year service in the District and at least 1,250 hours of active service.
 - b. The employee must submit, with the request for the leave, a statement from the treating physician or osteopath which includes the date the condition commenced or will commence, the probable duration of the condition, the need for the employee's care for the individual, and the estimated length of time the employee's care is needed.
 - c. The condition of the family member must involve an illness, injury, impairment, or other physical or mental condition which requires either in-patient care or continuing treatment or supervision by a health care provider, and warrants the participation of a family member in the care of the patient during the treatment period.
 - d. The unit member may, at his/her discretion, use earned and unused Personal Illness and Injury Leave, per Section A.1. of this article, to substitute for Unpaid Family Care Leave providing proper documentation as required by 2.b. above. Paid leaves used for this purpose shall run concurrent with, and reduce the total of twelve (12) weeks of Unpaid Family Care Leave on a day-for-day basis.
3. In the event the unit member elects to substitute paid leave for any portion of the 12-week period of family care leave, the District's contributions for group health

insurance premiums shall continue for any remaining portion of the 12 weeks for which the employee is on unpaid leave. During uncompensated unpaid leave, teachers shall be entitled to maintain their health insurance benefits by payment of the employee portion of the monthly premiums to the District.

4. An employee may request an extension of unpaid family care leave beyond twelve (12) weeks and/or for the care of a relative not living in the household of the employee. Such requests are subject to verification of need and require approval by the District Superintendent.

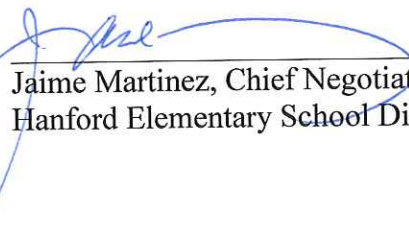
M. Uncompensated Personal Leaves

1. Any teacher with permanent employment status may request uncompensated personal leave of absence for the following reasons:
 - a. Study;
 - b. Travel;
 - c. Restoration of health;
 - d. Legislative leave (election to a full-time political office); and
 - e. Child rearing
2. Except in cases of emergency, requests for uncompensated personal leave shall be made to the District at least sixty (60) calendar days prior to the date upon which the leave is to begin.
3. Uncompensated Personal Leave shall normally be granted for a period of one (1) school year. Leaves requested under this provision will not be denied on arbitrary or capricious grounds.

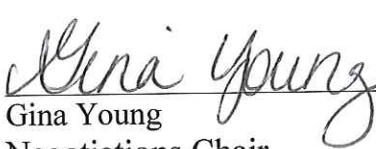
4. Uncompensated personal leave may be available for up to a maximum of two (2) consecutive school years at a time.
5. Any teacher who is on an uncompensated personal leave shall notify the District in writing on or before February 15 whether s/he intends to return to regular duty at the commencement of the next school year.
6. Course credit obtained during uncompensated personal leave may be applied toward credit on the salary schedule.
7. Teachers on uncompensated leaves of absence shall:
 - a. Be entitled to maintain their health insurance benefits by payment of full monthly premiums to the District. Life insurance coverage will cease under group coverage. The employee can choose to convert group life insurance or opt for portability on the AD&D life at their own expense.
 - b. Not receive credit towards advancement on the salary schedule for the time of such leave.

FOR THE DISTRICT:

FOR HETA:


 Jaime Martinez, Chief Negotiator
 Hanford Elementary School District

5/16/19
 Date


 Gina Young
 Negotiations Chair

5/16/19
 Date

Tentative Agreement 2019-2020
May 16, 2019

ARTICLE 18: EMPLOYEE GROUP HEALTH AND WELFARE INSURANCE BENEFITS

A. Full-time Employees

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

1. Medical Insurance:

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

- a. The SISC medical insurance program shall include chiropractic services, a behavioral health program, and prescription drug benefits under a SISC pharmacy and mail order program.
- b. Disputed claims which have not been resolved by the normal claims administration process shall be directed to the SISC Claims Administrator according to the appeal process identified in the SISC Medical Plan Document.

2. Dental Insurance

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

3. **Vision Insurance**

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

4. **Life Insurance**

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

5. Effective October 1, 2018 2019 and continuing through September 30, 2019 2020 and thereafter, the maximum monthly District contribution toward the total premium costs for these benefits set forth above shall be ~~\$1,198.11~~ \$1,245.58 per month per employee or a maximum annual District contribution of ~~\$14,377.32~~ \$14,946.96 for 2018-2019 2019-2020 and thereafter, unless otherwise negotiated by the parties.

6. Monthly payroll deductions beginning October 1, 2019 2020 for the difference between the maximum District contribution and the actual cost established for bargaining unit members' total health benefit costs shall commence with the pay warrant for the first month for which costs exceed the maximum District contribution defined in subsection 5. above.
7. During the term of this contract either party reserves the right to initiate and review possible changes in health benefits, cost containment, and/or retiree participation provisions. Any changes in Plan benefits shall be mutually agreed upon.
8. Changes in carriers are at the discretion of the District so long as the benefits provided by the new carrier are substantially equal to, or better than, the benefits provided by the previous carrier.
9. Spouses, domestic partners and dependents of District employees who have health plan benefits through their employer shall use such benefits as primary coverage.
10. The following provisions shall regulate health benefit coverage:
 - a. A year's full-time service by the unit member shall entitle him/her to twelve (12) months of medical, dental, and vision insurance coverage.
This does not apply to retiring teachers who will move to the retiree group the first of the month following their last work-day.
 - b. A regular full-time teacher hired after the beginning of the school year who provides less than a full year, but at least four (4) months or more

of service during the instructional year, shall receive medical, dental, and vision benefit coverage through August 31 of that year. Life insurance ends on the last day of the month worked.

- c. For teachers whose employment is terminated prior to the fulfillment of their contract, the District contribution to insurance coverage shall be terminated on the first of the month following termination of employment. Life insurance ends on the last day of the month worked.

B. Part-time Employees

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

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

- c. District contributions may be applied toward available District group medical health insurance plans only.

C. Health Insurance During Leaves of Absence

1. Paid Leave of Absence - Disability - The District shall pay the regular or pro-rated share of District contributions for the teacher's insurance coverage as described in this article throughout paid leaves due to illness, pregnancy, or disability.
2. Unpaid Family Care Leave - The District shall maintain the regular or prorated share of District contributions for the teacher's group medical, dental and vision insurance coverage provided that coverage was in place before he/she took the leave, for up to twelve (12) weeks of Family Care Leave per year. If the employee fails to return to district employment after the expiration of the leave, for any reason other than the continuation, recurrence, or onset of a serious health condition, other circumstances beyond his/her control, or returns to work and fails to either work for 30 days or retires, the employee shall reimburse the district for premiums paid during the family care and medical leave. (20 USC 2614; Government Code 12954.2; 29 CFR 800.213). For Family Care Leave exceeding twelve (12) weeks in any twelve-month period, the teacher may elect continuation of group insurance(s) at his/her own expense as described in subsection 3. below.
3. Unpaid Leave of Absence - During District-approved unpaid leave, except as provided for Family Care Leave, the District will make no contributions to the cost of insurance plans. It shall be the teacher's responsibility to make the required monthly premium payments toward his/her medical, dental, vision

insurance coverage to the District when due if s/he elects to maintain insurance coverage during the leave.

D. Continuity of Benefits

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

E. Retiree Health Plan Benefits

1. District-Paid Group Insurance

- a. The District will contribute to the total premium cost for group medical and dental insurances maintained by the District the same amount for any retiree and his/her eligible dependents, as it contributes for active employees, until such time as the retiree reaches age sixty-five (65), provided said retiree meets the eligibility requirements as specified below.
- b. Eligibility
 - (1) The retiree must have served in the District during the last five (5) years prior to retirement and must have served a total of at least thirteen (13) years in the District.
 - (2) Such continued coverage is available only for retirees who maintained coverage as an active employee and sign up for continued coverage immediately after the end of their employment without a break in coverage.

- (3) The retiree shall have reached age fifty-five (55). (Note: Board-approved paid leave shall count as service to the District for purposes of eligibility for this benefit.)
 - (4) The retiree's dependents must enroll in Medicare Part "A" (Hospital Insurance) when eligible for such enrollment without cost to the retiree and/or his/her dependents.
 - (5) The retiree's dependents must enroll in Medicare Part "B" (Medical Insurance) upon attainment of age sixty-five (65).
- c. At such time as the benefits under this Article expire, the retiree may elect to continue these benefits at his/her own cost as provided in Section 2 below.

2. **Retiree-Paid Group Insurance**

Teachers retiring after their fifty-fifth (55th) birthday or retiring under STRS disability or who do not meet the service requirements shall have the option at the time of their retirement to continue membership in District's medical and dental group insurance plans at the retiree's expense.

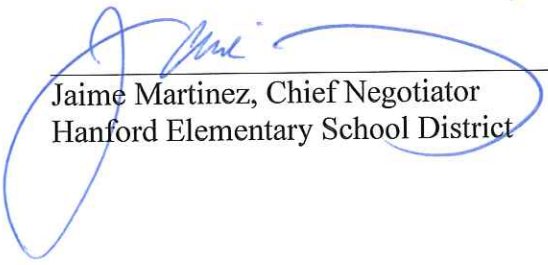
- a. Payments for benefit coverage shall be made on a monthly basis by the insured prior to the premium due date.
- b. Failure to make said timely premium payment may result in cancellation of group insurance.
- c. In order to continue such coverage beyond the insured's sixty-fifth (65th) birthday, the retiree and/or dependents shall be required to enroll in Medicare Part A. In any case, the retiree and/or dependents shall be

required to enroll in Medicare Part B by payment of the required premiums.

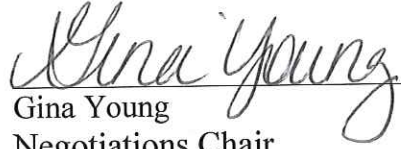
- d. The District agrees to inform potential retirees of the cost, payment procedures, payment changes, and premium due dates at the time of their retirement.

FOR THE DISTRICT:

FOR HETA:


Jaime Martinez, Chief Negotiator
Hanford Elementary School District

5/16/19
Date


Gina Young
Negotiations Chair

5/16/19
Date

Tentative Agreement 2019-2020
May 16, 2019

ARTICLE 20: SALARY

A. Salary Schedules

1. Teacher Salary Schedules and the Nurse Salary Schedule in effect for 2017-2018 shall be increased by ~~four percent (4.0%)~~ **three point one eight percent (3.18%)** effective July 1, 2018 **2019** (see Appendices A in this Agreement).
2. Teachers shall be compensated in accordance with the Credentialed Teacher Salary Schedule or Non-Credentialed Teacher and Intern Salary Schedule "B", as appropriate.
3. Nurses shall be compensated in accordance with the Nurse Salary Schedule "C", as appropriate.

B. Initial Salary Schedule Placement for Teachers

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

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

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

C. Salary Schedule Advancement for Teachers

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

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

D. Teaching Stipends

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

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

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

E. Initial Salary Schedule Placement and Advancement for Nurses

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

F. MISCELLANEOUS PROVISIONS

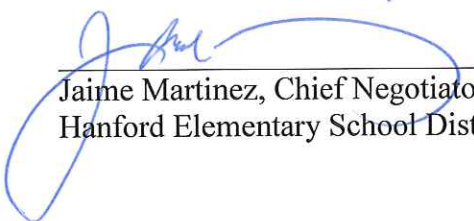
1. Any certificated employee who accepts the extension of his/her work year beyond the regular work year, as otherwise established herein, shall be paid at his/her regular per diem rate, if said extended period immediately precedes or follows the regular work year. Any teacher who agrees to provide service(s)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

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

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

FOR THE DISTRICT:

FOR HETA:

 5/16/19
 Jaime Martinez, Chief Negotiator
 Hanford Elementary School District
 Date

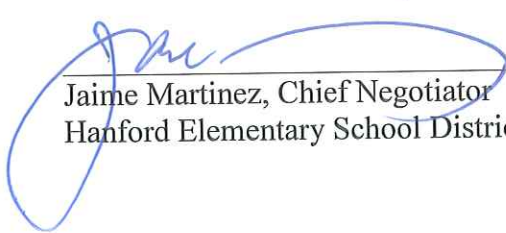
 5/16/19
 Gina Young
 Negotiations Chair
 Date

Tentative Agreement 2019-2020
May 6, 2019

ARTICLE 24: NEGOTIATING PROCEDURES

- A. The Association shall present its initial contract proposal to the Board no later than the Board's first meeting in April of the year this Agreement expires. The District agrees to begin negotiations no later than May 31 on a successor contract.
- B. Any tentative agreement reached between the parties shall be reduced to writing and signed.
- C. Meetings shall take place at mutually agreeable times and places. Approximately one-half (1/2) of the negotiations shall be after duty hours with the remaining taking place during duty time.
- D. Effective with the 1993-94 school year, five (5) unit members shall be released from duty without loss of compensation for negotiations during duty time.
- E. Upon request and within a reasonable period of time, the District shall provide the Association with public documents which are needed by the Association to fulfill its role as exclusive bargaining agent.
- F. The District shall provide final copies of the Agreement online to all members of the bargaining unit and shall provide an additional fifteen (15) copies to the Association President.
- G. The Association, upon request, shall be furnished all relevant and public documents necessary for negotiations.
- H. The District and the Association agree to attempt to use the Interest-Based Bargaining approach for negotiations. However, either party may elect to revert to the traditional bargaining format with respect to any article or issue subject to negotiations.

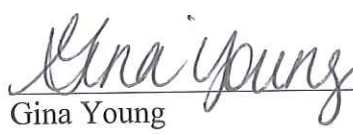
FOR THE DISTRICT:



Jaime Martinez, Chief Negotiator
Hanford Elementary School District5/6/19

Date

FOR HETA:



Gina Young
Negotiations Chair5/6/19

Date

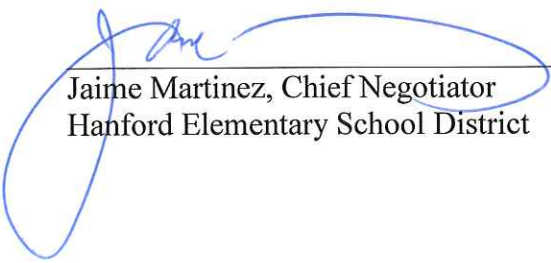
Tentative Agreement 2019-2020
May 6, 2019

ARTICLE 30: EFFECT OF THE AGREEMENT


- A. It is the intent of the parties that this Agreement sets forth the full and entire understanding of the parties regarding all matters set forth herein, and any prior or existing understanding or agreements by or between the parties, whether formal or informal, regarding any such matters, are hereby superseded and terminated in their entirety.
- B. Except as otherwise specifically provided herein, it is agreed and understood that each party hereto voluntarily waives and unqualifiedly relinquishes its right to meet and negotiate, and agrees that the other party shall not be required to negotiate with respect to any subject or matter covered herein.
- C. The term of this Agreement, as set forth in Article 1, **Agreement**, is July 1, 2016~~2019~~, through June 30, 2019~~2022~~. However, it is agreed that either party may "reopen" for the 2017-2018~~2020-2021~~ and 2018-2019~~2021-2022~~ school years, negotiations on Article 11, **School Calendar and Work Year**, Article 18, **Employee Group Health and Welfare Insurance Benefits**, and Article 20, **Salary**.

FOR THE DISTRICT:

FOR HETA:


Jaime Martinez, Chief Negotiator
Hanford Elementary School District

5/6/19
Date


Gina Young
Negotiations Chair

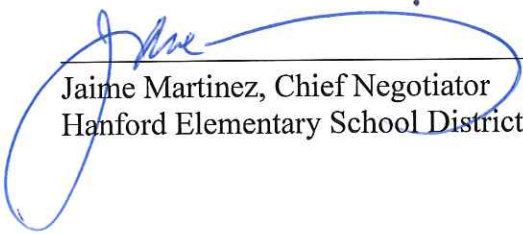
5/6/19
Date

The following Articles were not opened by Hanford Elementary School District nor Hanford Elementary Teachers Association and will remain status quo for the negotiations of the 2019-2022 Successor Agreement:

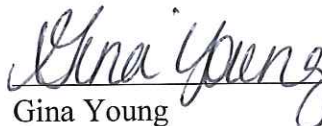
Article	Description
Article 3	NonDiscrimination
Article 5	District Rights
Article 6	Grievance Procedures
Article 9	Certificated Evaluation and Personnel Files
Article 10	Teacher Safety
Article 12	Faculty Advisory Committee
Article 15	Summer School
Article 17	Layoff due to Reduction in Attendance
Article 19	Early Retirement Plans
Article 21	Pay for Co-Curricular Activities
Article 22	Teacher Travel
Article 23	Peer Assistance and Review
Article 25	Maintenance of Standards
Article 26	Statutory Changes
Article 27	Savings
Article 28	Miscellaneous Provisions
Article 29	Shared Teaching Contract

FOR THE DISTRICT:

FOR HETA:


Jaime Martinez, Chief Negotiator
Hanford Elementary School District

5/6/19
Date


Gina Young
Negotiations Chair

5/6/19
Date

HANFORD ELEMENTARY SCHOOL DISTRICT
2019-2020 CREDENTIALLED TEACHER SALARY SCHEDULE "A"
187 Work Days

146

STEP	COLUMN			
	I	II	III	IV
	BA	BA + 45	BA + 60	BA + 75
	semester hours	semester hours	semester hours	semester hours
	+ Credential ¹	+ Credential ¹	Credential ¹	Credential ¹
1	53,932	56,089	58,333	60,666
2	56,089	58,333	60,666	63,093
3	58,333	60,666	63,093	65,617
4	60,666	63,093	65,617	68,241
5	63,093	65,617	68,241	70,971
6	65,617	68,241	70,971	73,810
7	68,241	70,971	73,810	76,762
8	70,971	73,810	76,762	79,833
9	73,810	76,762	79,833	83,026
10		79,833	83,026	86,347
11		83,026	86,347	89,801
12			89,801	93,393
L - 15	Requires 15 years of service ²		93,393	97,129
L - 20	Requires 20 years of service ²		97,129	101,014
L - 25	Requires 25 years of service ²		101,014	105,055
L - 30	Requires 30 years of service ²		105,055	109,257

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

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

INITIAL STEP PLACEMENT

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

STEP ADVANCEMENT

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

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

STIPENDS

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

AVERAGE HOURLY RATE OF PAY (Article 20) = \$52.15

Adopted: __/__/19
Effective: 07/01/19

HANFORD ELEMENTARY SCHOOL DISTRICT
2019-2020 Non-Credentialed Teacher and Intern
Salary Schedule "B"
(For Teachers Hired On or After November 1, 2000)
187 Work Days

STEP	COLUMN	
	B-1 B.A.	B-11 B.A. + 15
1	50,494	51,504
2	51,504	52,534

INITIAL STEP PLACEMENT

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

STEP ADVANCEMENT

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

ADVANCEMENT TO CREDENTIALLED TEACHER SALARY SCHEDULE

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

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

STIPENDS

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

AVERAGE HOURLY RATE OF PAY (Article 20)

\$ 52.15

Adopted: __/__/19

Effective: 07/01/19

HANFORD ELEMENTARY SCHOOL DISTRICT
2019-2020 School Nurse
Salary Schedule "C"

187 Work Days

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
92,260	95,951	99,789	103,780	107,932

Adopted: __/__/19
Effective: 07/01/19

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

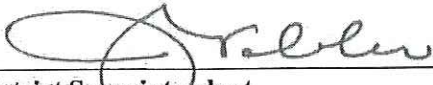
The disclosure document must be signed by the district Superintendent and Chief Business Officer at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of the **Hanford Elementary School District**, hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the **Certificated Bargaining Unit**, during the term of the agreement from **July 1, 2019 to June 30, 2022**.

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

<u>Budget Adjustment Categories</u>	<u>Budget Adjustment Increase (Decrease)</u>
<u>Revenues/Other Financing Sources</u>	<u>0</u>
<u>Expenditures/Other Financing Uses</u>	<u>\$1,012,585</u>
<u>Ending Balance Increase (Decrease)</u>	<u>(\$1,012,585)</u>


☐ (No budget revisions necessary)



District Superintendent
(Signature)

5/20/19

Date



Chief Business Officer
(Signature)

5/20/19

Date

CERTIFICATION #2

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

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

District Superintendent (or Designee)
(Signature)

Date

David Endo
Contact Person

559-585-3628
Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on **June 12, 2019**, took action to approve the proposed Agreement with the **Certificated** Bargaining Unit.

President (or Clerk), Governing Board
(Signature)

Date

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

Hanford Elementary School District

Name of Bargaining Unit: Certificated

New Agreement: X

Reopener: _____

The proposed agreement is an agreement that covers the period beginning July 1, 2019 and ending June 30, 2022 and will be acted upon the Governing Board at it meeting on June 12, 2019.

A.(1) Proposed Change in Compensation

Compensation		Fiscal Impact of Proposed Agreement Increase (Decrease) and Percentage Change			
		Cost Prior to Proposed Agreement	Current Year 2019-2020	Year 2 2020-2021	Year 3 2021-2022
1	Base Salary	\$ 23,364,883	\$ 743,004 3.18%	\$ 743,004 3.18%	\$ 743,004 3.18%
2	Other Compensation	\$ 1,090,057	\$ - 0.00%	\$ - 0.00%	\$ - 0.00%
3	Total Salary - (Sum of 1 & 2)	\$ 24,454,940	\$ 743,004 3.04%	\$ 743,004 3.04%	\$ 743,004 3.04%
4	Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare	\$ 4,811,102	\$ 148,675 3.09%	\$ 159,077 3.31%	\$ 159,077 3.31%
5	Health/Welfare Benefits	\$ 3,971,953	\$ 120,906 3.04%	\$ 161,208 4.06%	\$ 161,208 4.06%
6	Total Benefits - (Total Lines 4 & 5)	\$ 8,783,055	\$ 269,581 3.07%	\$ 320,285 3.65%	\$ 320,285 3.65%
7	Total Compensation (Sum of Lines 3 & 6)	\$ 33,237,995	\$ 1,012,585 3.05%	\$ 1,063,289 3.20%	\$ 1,063,289 3.20%

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

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

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

A 3.18% increase to the first step of the Certificated salary schedule beginning with the 2019-2020 school year. The subsequent steps will be increased in accordance with the current structure. There will also be an increase to the healthcare cap effective October 1, 2019 bringing the annual total to \$14,946.96 thereafter. There will also be a prospective increase to the SDC overage pay from \$75 to \$100 per student per month.

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

None.

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

None.

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT
In Accordance with AB 1200 (Statutes of 1991, Chapter 1213); G.C. 3547.5

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

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

E. Source of Funding for Proposed Agreement

1. Current Year

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

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

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

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

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

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

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT
In Accordance with AB 1200 (Statutes of 1991, Chapter 1213); G.C. 3547.5

G. Certification

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

District Superintendent
(Signature)

Date

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

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

Hanford Elementary School District

	(Col. 1) Latest Board Approved Budget	(Col. 2) Adjustments as a Result of Settlement (from page 1)	(Col. 3) Other Revisions (provide explanation)	Notes (Col. 3)	(Col. 4) Total Impact on Budget (Col. 1+2+3)
REVENUES					
LCFF Sources (8010-8099)	\$ 63,717,216	\$ -	\$ -		\$ 63,717,216
Remaining Revenues (8100-8799)	\$ 11,240,874	\$ -	\$ -		\$ 11,240,874
TOTAL REVENUES	\$ 74,958,090	\$ -	\$ -		\$ 74,958,090
EXPENDITURES					
1000 Certificated Salaries	\$ 30,234,732	\$ 743,004	\$ -		\$ 30,977,736
2000 Classified Salaries	\$ 11,853,673	\$ -	\$ -		\$ 11,853,673
3000 Employees' Benefits	\$ 18,664,184	\$ 269,581	\$ -		\$ 18,933,765
4000 Books and Supplies	\$ 4,135,775	\$ -	\$ -		\$ 4,135,775
5000 Services and Operating Exps	\$ 5,333,095	\$ -	\$ -		\$ 5,333,095
6000 Capital Outlay	\$ 640,794	\$ -	\$ -		\$ 640,794
7000 Other	\$ 1,638,532	\$ -	\$ -		\$ 1,638,532
TOTAL EXPENDITURES	\$ 72,500,785	\$ 1,012,585	\$ -		\$ 73,513,370
OPERATING SURPLUS (DEFICIT)	\$ 2,457,305	\$ (1,012,585)	\$ -		\$ 1,444,720
OTHER SOURCES AND TRANSFERS IN	\$ -	\$ -	\$ -		\$ -
OTHER USES AND TRANSFERS OUT	\$ (274,067)	\$ -	\$ -		\$ (274,067)
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 2,183,238	\$ (1,012,585)	\$ -		\$ 1,170,653
BEGINNING BALANCE	\$ 10,914,640	\$ -	\$ -		\$ 10,914,640
CURRENT-YEAR ENDING BALANCE	\$ 13,097,878	\$ (1,012,585)	\$ -		\$ 12,085,293
COMPONENTS OF ENDING BALANCE:					
Nonspendable / Restricted	\$ 1,023,513	\$ -	\$ -		\$ 1,023,513
Reserved for Economic Uncertainties	\$ 7,270,000	\$ -	\$ -		\$ 7,270,000
Board Designated Amounts	\$ -	\$ -	\$ -		\$ -
Unappropriated Amounts	\$ 4,804,364	\$ (1,012,585)	\$ -		\$ 3,791,779

A. Date of governing board approval of budget revisions in Col. 1
6/26/2019

Contact Person: David Endo

Date: 05/23/2019

5/21/2019
20192020Certificated.xlsx
DCE

Multiyear Projection

Hanford Elementary School District

	19-20	20-21	%	21-22	%	Explanations
REVENUES						
Revenue Limit Source (8010-8099)	\$ 63,717,216	\$ 65,317,510	2.5%	\$ 66,812,397	2.3%	1
Remaining Revenues (8100-8799)	\$ 11,240,874	\$ 11,240,874	0.0%	\$ 11,240,874	0.0%	
TOTAL REVENUES	\$ 74,958,090	\$ 76,558,384	2.1%	\$ 78,053,271	2.0%	
EXPENDITURES						
1000 Certificated Salaries	\$ 30,977,736	\$ 31,587,736	2.0%	\$ 32,197,736	1.9%	2
2000 Classified Salaries	\$ 11,853,673	\$ 12,019,673	1.4%	\$ 12,185,673	1.4%	3
3000 Employees' Benefits	\$ 18,933,765	\$ 19,933,519	5.3%	\$ 20,277,497	1.7%	4
4000 Books and Supplies	\$ 4,135,775	\$ 4,056,775	-1.9%	\$ 4,056,775	0.0%	5
5000 Services and Operating Exps	\$ 5,333,095	\$ 5,090,095	-4.6%	\$ 5,090,095	0.0%	6
6000 Capital Outlay	\$ 640,794	\$ 640,794	0.0%	\$ 640,794	0.0%	
7000 Other	\$ 1,638,532	\$ 1,963,532	19.8%	\$ 2,288,532	16.6%	7
TOTAL EXPENDITURES	\$ 73,513,370	\$ 75,292,125	2.4%	\$ 76,737,102	1.9%	
OPERATING SURPLUS (DEFICIT)	\$ 1,444,720	\$ 1,266,259	-12.4%	\$ 1,316,169	3.9%	
OTHER SOURCES AND TRANSFERS IN	\$ -	\$ -	0.0%	\$ -	0.0%	
OTHER USES AND TRANSFERS OUT	\$ (274,067)	\$ (274,067)	0.0%	\$ (274,067)	0.0%	
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 1,170,653	\$ 992,192	-15.2%	\$ 1,042,102	5.0%	
BEGINNING BALANCE	\$ 10,914,640	\$ 12,085,293	10.7%	\$ 13,077,485	8.2%	
CURRENT-YEAR ENDING BALANCE	\$ 12,085,293	\$ 13,077,485	8.2%	\$ 14,119,587	8.0%	


Explanations:

1	3.26% COLA and 100% gap closure in 20-21 and 3.00% COLA and 100% gap closure in 21-22 / ADA and unduplicated % to remain static
2	\$610k Certificated step and column
3	\$166k Classified step
4	STRS rate projected to increase to 18.1% in 20-21 and 18.1% in 21-22 / PERS rate projected to increase to 23.60% in 20-21 and 24.90% in 21-22 / \$40k full year benefit increase in 2020-21
5	(\$79k) School Improvement grant supplies in subsequent years

Hanford Elementary School District
HUMAN RESOURCES DEPARTMENT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Jaime Martinez 

DATE: June 4, 2019

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

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **June 12, 2019**

ITEM: Hear Public input on Hanford Elementary School District's Initial Proposal for 2019-2020 Amendments to the Collective Bargaining Agreement between Hanford Elementary School District and California School Employees Association (reopened articles). The current 3-year agreement allows for re-negotiating Article 22 Health and Welfare Benefits, Article 23 Pay and Allowances and two additional Articles each.

PURPOSE: The District's Initial Proposal for Amendments to the 2017-2020 Collective Bargaining Agreement with CSEA was presented at the May 22, 2019 Board meeting. Comments from the public regarding the proposal are to be heard prior to Board action to adopt the proposal [Gov. Code 3547 (b) and (c)].

FISCAL IMPACT: Unknown at this time.

RECOMMENDATION: Hear comments from the public and accept District's Initial Proposal for contract negotiations with CSEA.

**HANFORD ELEMENTARY SCHOOL DISTRICT'S
INITIAL PROPOSAL
CSEA CONTRACT REOPENERS 2019-2020
Effective July 1, 2019**

Article 22: Health and Welfare Benefits

Discuss the current District contribution toward Employee Health and Welfare Benefits in combination with salary schedule adjustments.


Article 23: Pay and Allowances

Discuss classified salary schedule adjustments in combination with Employee Health and Welfare benefit contributions.

Hanford Elementary School District
HUMAN RESOURCES DEPARTMENT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Jaime Martinez 

DATE: June 4, 2019

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

☐ Information
☒ Action

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **June 12, 2019**

ITEM: Hear Public input on CSEA's Initial Proposal for 2019-2020 Amendments to the 2017-2020 Collective Bargaining Agreement between Hanford Elementary School District and CSEA (reopened articles). The current 3-year agreement allows for re-negotiating Article 22 Health and Welfare Benefits, Article 23 Pay and Allowances and two additional Articles each.

PURPOSE: CSEA's Initial Proposal for 2019-2020 Amendments to the Collective Bargaining Agreement with HESD was presented at the May 22, 2019, Board meeting. Comments from the public regarding the proposal are to be heard prior to Board action to accept the proposal [Gov. Code 3547 (b) and (c)].

FISCAL IMPACT: Unknown at this time.

RECOMMENDATION: Hear comments from the public and accept CSEA's Initial Proposal for contract negotiations with HESD.

California School Employees Association, and its Chapter #344 (CSEA)
2019-2020 Initial Contract Proposal
To
Hanford Elementary School District (District)
May 6, 2019

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: Joy C. Gabler

FROM: David Endo

DATE: 06/03/2019

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 06/12/2019

ITEM:

Approve the following revised Exhibit:
 E 3553 – Free and Reduced Meals

PURPOSE:

The United States Department of Agriculture (USDA) requires that school districts ensure sufficient funds are being provided by meals served to students that are not eligible for free or reduced meals. As such, the USDA requires districts that charge less than the target weighted average of \$3.00 per paid student meal to increase the paid lunch price or provide non-federal support to the food service account. Since the District currently charges \$1.55 per a paid student lunch, at a minimum the district would need to increase the cost to \$1.65 per a paid student meal to comply with the guidance. Since the District participates in the Community Eligibility Provision (CEP) and all District students receive meals for free, this amount only applies to those students that pay for lunch at non District sites to which the District provides meals. Additionally, the District is recommending an increase to the paid adult lunch (without milk) from \$2.80 to \$3.85 and an increase to the paid adult breakfast from \$1.10 to \$2.30 as is required by the CEP.

FISCAL IMPACT:

There should be a slight increase in paid lunches by the private schools that are serviced by the District.

RECOMMENDATIONS:

Approve the following revised Exhibit:
 E 3553 – Free and Reduced Meals

Hanford ESD

Exhibit

Free And Reduced Price Meals

E 3553

Business and Noninstructional Operations

CAFETERIA PRICES LIST

CAFETERIA PRICES

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

Lunch Program (Effective July 1, ~~2018~~ 2019)

Student Lunch	\$1.55 \$1.65
Reduced Price Lunch	\$0.00
Student Milk Only	\$0.30
Adult Lunch without Milk	\$2.80 \$3.85
Adult Milk Only	\$0.30

Breakfast Program (Effective July 1, 2015)

Student Breakfast	\$0.60
Reduced Price Breakfast	\$0.00
Adult Breakfast	\$1.10 \$2.30

Exhibit HANFORD ELEMENTARY SCHOOL DISTRICT

version: June 15, 2011 Hanford, California

revised: April 10, 2013

revised: March 17, 2014

revised: January 14, 2015

revised: April 13, 2016

revised: May 24, 2017


revised: June 16, 2018

revised:

HANFORD ELEMENTARY SCHOOL DISTRICT
Human Resources Department

AGENDA REQUEST FORM

TO: Joy Gabler

FROM: Jaime Martinez 

DATE: June 3, 2019

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

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **June 12, 2019**

ITEM: Consider approval of personnel transactions and related matters.

PURPOSE:

a. Employment

Certificated, effective 8/8/19

- Emily Mederos, Teacher, Probationary
- Mariah Romero, Teacher, Probationary
- Johnathan Oliveira, Teacher, Probationary
- Nicole Tidwell, Teacher, Probationary

Classified

- Melonie Thomas, Special Education Aide – 5.0 hrs., Richmond, effective 8/13/19

Yard Supervisor

- Jennifer Aguirre, Yard Supervisor – 2.0 hrs., Roosevelt, effective 8/13/19

Temporary Employees/Substitutes

- Dezirae De Soto, Substitute Yard Supervisor, effective 5/14/19

b. Short-term Employment

CERTIFICATED STAFF SUMMER PROGRAMS

Summer Enrichment Program at John F. Kennedy Jr. High School, June 17 - June 28, 2019 - 5.5 Hours/Day

- Amy Fochetti, Summer Program Administrator

Short-term Employment

CLASSIFIED STAFF SUMMER PROGRAMS

Special Education Extended School Year at Lee Richmond School – June 11, 2019 – June 28, 2019

- Melody Cantrell, Special Education Aide – 5.75 hrs., effective 6/11/19 to 6/28/19
- Alison Vidal, Special Education Aide – 5.75 hrs., Richmond, effective 6/11/19 to 6/28/19

Summer Enrichment Program at John F. Kennedy Jr. High School

- Danna Bailey, Bus Driver – 4.5 hrs., Transportation/DSF, effective 6/17/19 to 6/28/19
- Maricia Cuevas, Bus Driver – 4.5 hrs., Transportation/DSF, effective 6/17/19 to 6/28/19
- Judie Morgan, Bus Driver – 5.0 hrs. (M-Th), Transportation/DSF, effective 6/17/19 to 6/27/19
- Sandy Perez, Bus Driver – 4.5 hrs., Transportation/DSF, effective 6/10/19 to 6/27/19
- Jose Rojas II, Substitute Custodian II – 6.0 hrs., Kennedy, effective 6/17/19 to 6/28/19

Seamless Summer Meal Program

- Dezirae De Soto – Yard Supervisor – 1.75 hrs., Kennedy, effective 6/10/19 to 7/26/19

c. Resignations

- Ashley Costa, Food Service Utility Worker – 3.5 hrs., Food Services, effective 6/7/19
- Amy Gonsalves, Teacher, Roosevelt, effective 6/7/19
- Rebecca Long, Substitute READY Program Tutor and Yard Supervisor, effective 12/20/18
- Suzanne Mason, Teacher, Simas, effective 6/7/19
- Ian Parra, Substitute READY Program Tutor, effective 5/6/19
- Mariah Romero, READY Program Tutor – 4.5 hrs., Simas, effective 6/7/19
- Paige Trevino, Food Service Worker II – 3.0 hrs., Wilson, effective 6/7/19
- Alexandra Whitney, Teacher, Monroe, effective 6/7/19
- Jill Yrushlme Substitute Clerk Typist I, effective 2/1/19

d. Retirements

- Cindy Bettencourt, Account Technician III – 8.0 hrs., Fiscal Services/District Office, effective 7/4/19
- Sheila Kurtz, Administrative Secretary II – 8.0 hrs., Special Services/District Office, effective 6/14/19

e. Promotion

- Jennifer Bays, from READY Site Lead – 5.0 hrs., Roosevelt, to Supervisor, READY Program – 8.0 hrs., Special Services/District Office, effective 7/29/19
- Nathan Nagatani, from Teacher at Wilson, to Learning Director at Washington, effective 7/30/19

f. More Hours

- Chantel Andresen, Yard Supervisor, from 2.5 hrs. to 3.5 hrs., Monroe, effective 8/13/19
- Amanda Henderson, Yard Supervisor, from 3.25 hrs., to 3.5 hrs., Washington, effective 8/13/19
- Michael Quiñones, Yard Supervisor, from 3.25 hrs., to 3.5 hrs., Washington, effective 8/13/19
- Fabiola Varela, Food Service Worker II, from 2.5 hrs. to 3.0 hrs., Wilson, effective 8/12/19

g. More Hours/Transfer

- Martha Murillo, from Bilingual Clerk Typist II – 5.0 hrs., Roosevelt to Bilingual Clerk Typist II – 8.0 hrs., Richmond, effective 7/30/19

h. Voluntary Decrease in Hours

- Elizabeth Chavez, Yard Supervisor, from 3.5 hrs. to 2.5 hrs., King, effective 8/13/19

i. Voluntary Transfer

- Yadira Castrejon Granados, Bilingual Clerk Typist II – 8.0 hrs., from Richmond to Kennedy, effective 7/30/19

j. Administrative Transfer

- Jessica Bateman, READY Program Tutor – 4.5 hrs., from Jefferson to Simas, effective 8/8/19
- Edward Bielik, Educational Interpreter – 6.5 hrs., from Hamilton to Kennedy, effective 8/12/19

k. Lateral Change/More Hours

- Sabine Appleby, from Educational Tutor K-6 – 3.5 hrs. to Special Education Aide – 5.0 hrs., Hamilton, effective 8/13/19

l. Temporary Out of Class Assignment

- Cecily Perez, from READY Program Tutor – 4.5 hrs., to READY Site Lead – 5.0 hrs., King, effective 5/20/19 to 6/7/19
- Mariah Romero, from READY Program Tutor – 4.5 hrs. to READY Site Lead – 5.0 hrs., Simas, effective 5/31/19 to 6/5/19

m. Leave of Absence

- Sarah Princetta, Teacher, Roosevelt, effective 2019-20 school year, child rearing

n. Ratify Assistant Superintendents/CBO Employment Contracts for 2019-2020 (Gov. Code Section 53262)

- David Endo, Chief Business Official, Fiscal Services
- Jaime Martinez, Human Resources
- Karen McConnell, Special Services
- Jill Rubalcava, Curriculum, Instruction, and Professional Development

RECOMMENDATION: Approve.



HANFORD ELEMENTARY SCHOOL DISTRICT
June 24, 2019
EMPLOYMENT AGREEMENT

Effective date: July 2, 2019
Social Security #: xxx-xx-8486
Name: Endo, David
Date of hire: 09/28/15
Position: Chief Business Official
Site: Fiscal Services
District Status: Permanent
Position Status: Permanent
PERS: X
STRS:
Hours per day: 8.0
Months employed: 12
Standard work year: July 2, 2019 – June 28, 2020
Range & Step: Management O-A, Step 5 - \$164,776.00
Stipends: 0
Annual Rate: \$164,776.00
Daily Rate: \$631.33
First Payment: July 31, 2019
Holidays: 14
Vacation days: 22

Authorizing Signature _____

Date June 17, 2019

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

Employee's Signature _____ **Date** _____

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

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



HANFORD ELEMENTARY SCHOOL DISTRICT

May 22, 2019

CONTINUING OFFER OF CERTIFICATED MANAGEMENT EMPLOYMENT

Name: Martinez, Jaime
 Social Security Number: xxx-xx-2908
 Standard Work Year: 225 days (July 1, 2019 – June 30, 2020)
 Position: Assistant Superintendent, Human Resources
 Site: D.O. - Human Resources
 Tenure: Permanent
 Range, Step: 1-A, 5
 Stipend(s): Longevity - 15 years - \$2,000.00
 First Payment: July 31, 2019
 Number of Monthly Payments: 12

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

Authorizing Signature _____

Date May 22, 2019

ACCEPTANCE OF OFFER

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

Signature: _____

Date: _____

Address: _____

Phone: _____

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

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

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

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



HANFORD ELEMENTARY SCHOOL DISTRICT

May 22, 2019

CONTINUING OFFER OF CERTIFICATED MANAGEMENT EMPLOYMENT

Name: McConnell, Karen
 Social Security Number: xxx-xx-0874
 Standard Work Year: 225 days (July 1, 2019 – June 30, 2020)
 Position: Assistant Superintendent Special Services
 Site: D.O. - Special Services
 Tenure: Permanent
 Range, Step: 1-A, 5
 Stipend(s): Longevity - 20 years - \$4,000.00
 First Payment: July 31, 2019
 Number of Monthly Payments: 12

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

Authorizing Signature _____

Date May 22, 2019

ACCEPTANCE OF OFFER

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

Signature: _____

Date: _____

Address: _____

Phone: _____

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

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

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

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



HANFORD ELEMENTARY SCHOOL DISTRICT

May 22, 2019

CONTINUING OFFER OF CERTIFICATED MANAGEMENT EMPLOYMENT

Name: Rubalcava, Jill
 Social Security Number: xxx-xx-0622
 Standard Work Year: 225 days (July 1, 2019 – June 30, 2020)
 Position: Assistant Superintendent - Curriculum and Instruction
 Site: D.O. - Curr., Inst., and Prof Development
 Tenure: Permanent
 Range, Step: 1-A, 5
 Stipend(s): Longevity - 20 years - \$4,000.00
 First Payment: July 31, 2019
 Number of Monthly Payments: 12

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

Authorizing Signature _____

Date May 22, 2019

ACCEPTANCE OF OFFER

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

Signature: _____

Date: _____

Address: _____

Phone: _____

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

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

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

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

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 06/03/2019

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 06/12/2019

ITEM:

Consider claim for damages: Arturo Lopez

PURPOSE:

A claim for damages has been submitted for an accident in which involved a school bus and a car. The District's insurance is advising the District to reject the claim.

FISCAL IMPACT:

The value of the claim is over \$9,926.59.

RECOMMENDATIONS:

Reject claim for damages: Arturo Lopez

CLAIM FORM

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

1. Claims for death, injury to person, or to personal property must be filed not later than six (6) months after the occurrence (Govt. Code, Section 911.2)
2. Claims for damages to real property or breach of contract must be filed not later than one year after the occurrence (Govt. Code, Section 911.2)

Arturo Magdaleno Lopez 8/24/68 (559) 904-5091
Name of Claimant DOB Phone No.
P.O. Box 94 Struckford 93266
Address City Zip

WHEN did damage or injury occur? 3/20/19

WHERE did damage or injury occur? Florinda St, Hanford

HOW and under what circumstances did damage or injury occur? Insured was making a Left turn, into Parking lot, when he was struck by the Bus driver, and had whiplash, to Neck and Back.

WHAT particular action by the District or its employees caused the alleged damage or injury: (Include names of employees, if known) Abel Alcantar Aguilar, Bus driver, Rear ended our Insured. on 3/20/19.

WHAT sum do you claim: Include the estimated amount of any prospective loss insofar as it may be known at the time of the presentation of this claim, together with the basis of computation of the amount claimed; attach estimates or invoices, if possible. (If amount claimed exceeds \$10,000, no dollar amount shall be stated).

American Ambulance \$ 1656.⁰⁰
CEP America California \$ 1005.⁰⁰
Other, Hospital, Pain and Suffering included. \$ 4,937.⁰⁰
Total Amount Claimed \$ 9926.59

If total amount claimed exceeds \$10,000, is this a Limited Civil case? Yes ☐ No ☒

NAMES and addresses of witnesses, doctors and hospitals: CEP America California Tel. 800-498-71
American Ambulance (559) 2911 E. Tulare Fresno CA 93721-4502
Call-State Customs, Car damages. Portos Portner LLC, P.O. Box 9787
Account 32760802214 Brea CA 92829787
Tel. (855) 995-3345 Ext 1109

DATE: 4/23/19 Arturo Lopez
Signature of Claimant

NOTICE: Section 72 of the California Penal Code provides: "Every person who with intent to defraud, presents for payment to any School District any false or fraudulent claim, is guilty of a felony punishable by fine and/or imprisonment."

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 06/03/2019

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 06/12/2019

ITEM:

Consider Claim for Damages: Leah Jimenez

PURPOSE:

A claim for damages has been submitted for a lost cell phone that was in the possession of a teacher at JFK Junior High School. The teacher took the phone during the instructional day and it was lost while in the teacher's possession. The teacher corroborates the events of the claim. A copy of the claim has been attached for your review.

FISCAL IMPACT:

The value of the claim is \$749.99.

RECOMMENDATIONS:

Due to the reported condition of the phone by the teacher, it is recommended that the claim be approved in the amount of the refurbished replacement cost of \$629.00.

CLAIM FORM

TO: (Contact Person)
(District Name)
(Address)

1. Claims for death, injury to person, or to personal property must be filed not later than six (6) months after the occurrence (Govt. Code, Section 911.2)
2. Claims for damages to real property or breach of contract must be filed not later than one year after the occurrence (Govt. Code, Section 911.2)

Leah Jimenez / Josiah Carter 3/22/05 (559) 572-9042
 Name of Claimant DOB Phone No.

11522 Echo Ln. Hanford 93230
 Address City Zip

WHEN did damage or injury occur? 03/05/19

WHERE did damage or injury occur? School / Xiong's classroom

HOW and under what circumstances did damage or injury occur? Per Xiong She stated she had taken Josiah Carter's phone during and placed it in her desk drawer, and at the end of the day when she was supposed to give it back it was gone.

WHAT particular action by the District or its employees caused the alleged damage or injury: (Include names of employees, if known) Under teachers possession, and cell phone was not kept in a safe place.

WHAT sum do you claim: Include the estimated amount of any prospective loss insofar as it may be known at the time of the presentation of this claim, together with the basis of computation of the amount claimed; attach estimates or invoices, if possible. (If amount claimed exceeds \$10,000, no dollar amount shall be stated).

iPhone 8 256gb gold (At&t) \$ 749.99
 \$ _____
 \$ _____
Total Amount Claimed \$ _____

If total amount claimed exceeds \$10,000, is this a Limited Civil case? Yes _____ No X

NAMES and addresses of witnesses, doctors and hospitals: _____

DATE: 4/26/19

Leah Jimenez
 Signature of Claimant

NOTICE: Section 72 of the California Penal Code provides: "Every person who with intent to defraud, presents for payment to any School District any false or fraudulent claim, is guilty of a felony punishable by fine and/or imprisonment."

PROPERTY DAMAGE RELEASE**KNOW ALL MEN BY THESE PRESENTS:**

That the Undersigned being of lawful age, for the sole consideration of seven hundred forty-nine dollars and **ninety-nine cents (\$749.99)** to the undersigned in hand paid, receipt whereof is hereby acknowledged, do/does hereby and for my/our/its heirs, executors, administrators, successors and assigns release, acquit and forever discharge **Hanford Elementary School District** and their driver Richard A. Johnston and his, her, their, or its agents, servants, successors, heirs, executors, administrators and all other persons, firms, corporations, associations or partnerships of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses, and compensation whatsoever, which the undersigned now has/have or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen property damage and the consequences thereof resulting or to result from the accident, casualty or event which occurred on or about the 5th day of March, 2019 at or near Hanford, CA.

It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the party or parties hereby released, and that said releases deny liability thereof and intend merely to avoid litigation and buy their peace.

The undersigned hereby declare(s) and represent(s) that the property damage sustained is uncertain and indefinite and in making this Release it is understood and agreed, that the undersigned rely(ies) wholly upon the undersigned's judgment, belief and knowledge of the nature, extent, of said property damage and is made without reliance upon any statement or representation of the party or parties hereby released or their representatives.

The undersigned further declare(s) and represent(s) that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this Release contains the entire agreement between the parties hereto, and that the terms of this Release are contractual and not a mere recital.

THE UNDERSIGNED HAS READ THE FOLLOWING RELEASE AND FULLY UNDERSTANDS IT.

CAUTION: READ BEFORE SIGNING BELOW

SIGN: _____

PRINT: _____

SIGN: _____

PRINT: _____

(Witness)

DATE: _____

Certified Refurbished

Browse all ▾

Refurbished iPhone 8

256GB - Gold

(Unlocked)

\$629.00

~~\$749.00~~ Save \$120.00

Storage

256GB ▾

Color - Gold

Add to Bag

♡

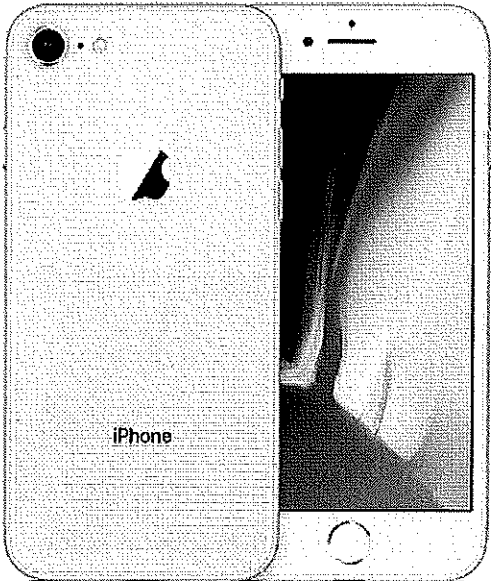
Pickup:

Apple Store Pickup is currently unavailable

Check another store

Delivery:

Out of stock



💬 Need some help? Contact us.



All refurbished iPhone models include:

- ✓

 The same one-year warranty as a brand new iPhone
- ✓

 All manuals and accessories
- ✓

 A new battery and outer shell
- ✓

 A new white box

Product Information

×

Overview	Originally released September 2017
	Unlocked, SIM-Free, Model A1863 ¹
	4.7-inch Retina HD display with IPS technology
	A11 Bionic chip with embedded M11 motion coprocessor

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 06/03/2019

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 06/12/2019

ITEM:

Consider approval of food service agreements with the Kings County Office of Education, St. Rose McCarthy Catholic School and Hanford Christian School.

PURPOSE:

The District has provided lunches to the Kings County Office of Education, St. Rose McCarthy Catholic School and Hanford Christian School in the recent past. Both entities have expressed interest in continuing the relationship with the District for the 2019-2020 school year. Currently, there is little operational impact to the Food Service Department.

FISCAL IMPACT:

The Child Nutrition Fund should realize an increase in revenue dependent on participation.

RECOMMENDATIONS:

Approve the food service agreements with the Kings County Office of Education, St. Rose McCarthy Catholic School and Hanford Christian School.

FOOD SERVICE AGREEMENT

Administering Sponsor: Hanford Elementary School District
 Receiving Sponsor: Kings County Office of Education

This Agreement executed in duplicate and entered into on July 1, 2019 between the **Administering Sponsor, Hanford Elementary School District**, hereinafter referred to as **SCHOOL FOOD AUTHORITY (SFA)** and the receiving sponsor, **Kings County Office of Education**, hereinafter referred to as **COUNTY SCHOOLS**, and is created for the purpose of providing Lunches under the National School Lunch Program.

It is hereby agreed that:

- (1) The **SFA** will represent **COUNTY SCHOOLS** as the Child Nutrition Program "Sponsor" and will claim reimbursement from the California Department of Education for all meals served to children enrolled in **COUNTY SCHOOLS**. Reimbursement will be claimed at the rate of one lunch per child per day, only for complete meals counted at the point of service, and according to each child's eligibility category.
- (2) The **COUNTY SCHOOLS** will notify the **SFA** of all Name, Address, Phone and Lunch Period – Serving time changes as they are made, in order to keep the CNIP's application current and in compliance. In addition the Name, Address, Phone and Lunch Period – Serving times will be submitted annually with this Food Service Agreement.
- (3) Once approved by the California Department of Education, this agreement is considered permanent by the California Department of Education. However, the **SFA** will initiate a new written contract prior to July 1st of each year. Either party may terminate this agreement for cause upon ten days written notice. Notice of termination will be provided in writing to the California Department of Education, Nutrition Services Division.
- (4) The **SFA** will verify student Direct Certification and conduct the free and reduced-price application process, including the distribution, review and approval of applications for the sites belonging to **COUNTY SCHOOLS**. The **SFA** will create and update the eligibility roster and provide current lists to **COUNTY SCHOOLS** as soon as possible after changes occur.
- (5) The **SFA** will conduct the free and reduced-price application process, including the distribution, review, and approval of applications for the sites belonging to **COUNTY SCHOOLS**. The **SFA** will create and update the eligibility roster and provide current lists to **COUNTY SCHOOLS** as soon as possible after changes occur.
- (6) The **COUNTY SCHOOLS** will perform the point of service meal counts. The **SFA** will provide training as necessary to staff at **COUNTY SCHOOLS** regarding point-of-service meal counts and completion of all required documents.
- (7) The **SFA** will perform the required daily and monthly edit checks.
- (8) The **SFA** will ultimately be responsible for meal count and claiming accountability.

- (9) The **SFA** will perform the verification process and will notify **COUNTY SCHOOLS** of its findings.
- (10) The **SFA** will assume responsibility for any over-claims identified during a review or audit, and reimburse the State accordingly.
- (11) The **SFA** will include all participating sites from **COUNTY SCHOOLS** in its agreement with the California Department of Education.
- (12) The **SFA** will provide meals to **COUNTY SCHOOLS** that comply with the nutrition standards established by the United States Department of Agriculture for the Enhanced Food Base/Offer vs. Serve menu planning option.
- (13) The **SFA** will prepare the meals in the District Kitchen located at 924 Katie Hammond Lane. This preparation site will maintain the appropriate state and local health certifications for the facility.
- (14) The **COUNTY SCHOOLS** will notify the **SFA** of the number of meals needed no later than 9:00 am by e-mail each day. **COUNTY SCHOOLS** will be obligated to accept and pay for the number of meals requested. The **SFA** will not be obligated to provide any meals on days when the **SFA** is not open for business.
- (15) **COUNTY SCHOOLS** will provide the personnel, vehicle, and sufficient mobile transport thermos carts to pick up and transport the meals.
- (16) **COUNTY SCHOOLS** will be responsible for transporting the meals from the **SFA** District Kitchen. The pick-up of prepared meals will be no later than 9:45 am.
- (17) The **SFA** will be responsible for maintaining the proper temperature of the meals until **COUNTY SCHOOLS** takes delivery of the meals. At the time of delivery, **COUNTY SCHOOLS** will be responsible for documenting and maintaining the proper temperature of the meals until they are served.
- (18) The **SFA** will provide the necessary hotel pans and lids, thermometer, serving scoops, ladles, eating utensils, straws, and napkins during the term of this agreement.
- (19) **COUNTY SCHOOLS** will provide personnel to serve meals, clean serving and eating areas, utensils, mobile transport thermos cart and any other equipment used to transport meals including pre-washing all hotel pans and lids on a daily basis, **COUNTY SCHOOLS** will deliver any and all pre-washed hotel pans and lids that are property owned by the **SFA** to the HESD Lee Richmond Elementary School kitchen.
- (20) The **SFA** will wash and sanitize the hotel pans and lids in a commercial dishwasher.
- (21) **COUNTY SCHOOLS** will deliver Food Service reports to the **SFA** daily.
- (22) No later than three (3) days prior to the end of each month, the **SFA** will provide to the **COUNTY SCHOOLS** a monthly menu consisting of the meals to be served the following month.
- (23) The **SFA** will submit to the **COUNTY SCHOOLS** itemized invoices for the meals provided by the **SFA**. The invoices will be calculated at the following rates (rates are subject to change):

- a. Student Full Pay Lunch - one dollar and sixty-five cents (\$1.65)
 - b. Student Reduced Lunch – forty cents (\$0.40)
 - c. Student Free Lunch - no charge (\$0.00)
 - d. Adult Lunch without Milk – three dollars and eighty-five (\$3.85)
 - e. Adult Lunch with Milk – four dollars and fifteen cents (\$4.15)
 - f. Student Milk - thirty cents (\$0.30)
 - g. Adult Milk - thirty cents (\$0.30)
- (24) **COUNTY SCHOOLS** will pay **SFA** the full amount as presented on the monthly itemized invoice by the end of the following month.
- (25) When requested by **COUNTY SCHOOLS**, the **SFA** will provide sack lunches for field trips that meet the meal pattern requirements. Sack lunches for field trips will be requested at least 10 working days in advance. The cost per lunch will remain the same as for the regular lunch. **COUNTY SCHOOLS** will be responsible for maintaining the appropriate temperature of lunches until served. **COUNTY SCHOOLS** will be responsible for creating a list of students attending the field trip and ensuring that only students receiving a lunch from the **SFA** get marked. **COUNTY SCHOOLS** will submit checked off roster to the **SFA** the following day.
- (26) The gift or exchange of commodities is not permitted. Until students are served a meal, all food remains the property of the **SFA**.
- (27) **COUNTY SCHOOLS** will indemnify and hold the **SFA** and its officers, employees, and agents harmless from any and all liability, cost, or expense incurred as a result of negligence on the part of the **COUNTY SCHOOLS**.
- (28) **COUNTY SCHOOLS** will keep and maintain liability insurance, including extended coverage for product liability in an amount no less than \$1,000,000 (one million dollars) for each occurrence and will provide the **SFA** with a certificate evidencing insurance in the amount, naming the **SFA** as an additional insured and specifying that the coverage will not be canceled or modified without 10 days prior written notice to the **SFA**. The **SFA** will keep and maintain liability insurance that covers the **SFA**'s liability.
- (29) Both parties will comply with all applicable federal, state and local statutes and regulations with regard to the preparation and service of National School Lunch Program meals, including, but not limited to, all applicable regulations relating to the overt identification of needy pupils, the nutritional content of meals, and nondiscrimination. All records maintained by both parties shall be open and available to inspection by Federal, State, and local authorities in accordance with applicable statutes and regulations.
- (30) **COUNTY SCHOOLS** will abide by all health and safety rules for serving food. They shall have one employee who has successfully passed an approved and accredited Food Safety Certification Examination. The Certificate must be current and retained on file at the facility at all times. As needed, **SFA** can provide a list of approved classes. After each review by the Kings County Health Department, a copy of the review report will be sent to the **SFA** by **COUNTY SCHOOLS**.
- (31) **COUNTY SCHOOLS** will reimburse the **SFA** for any loss of reimbursement funds denied by the National School Lunch Program which arise out of intentional or negligent conduct or omission of **COUNTY SCHOOLS**.

- (32) All business and information relating to the execution of this agreement and the services thereof, including kitchen visitations, will be directed to the Manager of Food Services, **SFA**.

TERM

This agreement becomes effective this day and will continue until June 30, 2020.

IN WITNESS WHEREOF, HANFORD ELEMENTARY SCHOOL DISTRICT and KINGS COUNTY OFFICE OF EDUCATION has executed this agreement as of the date first written above.

KINGS COUNTY OFFICE OF EDUCATION
Name and Title of Receiving Sponsor Official

By: _____

(Signature)

(Printed Name)

Title: Superintendent

Date: _____

KINGS COUNTY OFFICE OF EDUCATION
Telephone (559) 584-1441

HANFORD ELEMENTARY SCHOOL DISTRICT
Name and Title of SFA Official

By: _____

(Signature)

Joy C. Gabler

(Printed Name)

Title: Superintendent

Date: _____

HANFORD ELEMENTARY SCHOOL DISTRICT
Telephone (559) 585-3620

CALIFORNIA DEPARTMENT OF EDUCATION

Approved

Denied

By _____

FOOD SERVICE AGREEMENT

Administering Sponsor: Hanford Elementary School District
 Receiving Sponsor: St. Rose McCarthy Catholic School

This Agreement executed in duplicate and entered into on July 1, 2019 between the **Administering Sponsor, Hanford Elementary School District**, hereinafter referred to as **School Food Authority (SFA)** and the receiving sponsor, hereinafter referred to as **St. Rose McCarthy Catholic School**, and is created for the purpose of providing Lunches under the National School Lunch Program.

It is hereby agreed that:

- (1) The **SFA** will represent **St. Rose McCarthy Catholic School** as the Child Nutrition Program "Sponsor" and will claim reimbursement from the California Department of Education for all meals served to children enrolled in **St. Rose McCarthy Catholic School**. Reimbursement will be claimed at the rate of one lunch per child per day, only for complete meals counted at the point of service, and according to each child's eligibility category.
- (2) The **St. Rose McCarthy Catholic School** will notify the **SFA** of all Name, Address, Phone and Lunch Period – Serving time changes as they are made, in order to keep the CNIP's application current and in compliance. In addition, the Name, Address, Phone and Lunch Period – Serving times will be submitted annually with this Food Service Agreement.
- (3) Once approved by the California Department of Education, this agreement is considered permanent by the California Department of Education. However, the **SFA** will initiate a new written contract prior to July 1st of each year. Either party may terminate this agreement for cause upon ten days' written notice. Notice of termination will be provided in writing to the California Department of Education, Nutrition Services Division.
- (4) The **SFA** will verify student Direct Certification and conduct the free and reduced-price application process, including the distribution, review and approval of applications for the sites belonging to **St. Rose McCarthy Catholic School**. The **SFA** will create and update the eligibility roster and provide current lists to **St. Rose McCarthy Catholic School** as soon as possible after changes occur.
- (5) The **SFA** will conduct the free and reduced-price application process, including the distribution, review, and approval of applications for the sites belonging to **St. Rose McCarthy Catholic School**. The **SFA** will create and update the eligibility roster and provide current lists to **St. Rose McCarthy Catholic School** as soon as possible after changes occur.
- (6) **St. Rose McCarthy Catholic School** will perform the point of service meal counts. The **SFA** will provide training as necessary to staff at **St. Rose McCarthy Catholic School** regarding point-of-service meal counts and completion of all required documents.
- (7) The **SFA** will perform the required daily and monthly edit checks.
- (8) The **SFA** will ultimately be responsible for meal count and claiming accountability.

- (9) The **SFA** will perform the verification process and will notify **St. Rose McCarthy Catholic School** of its findings.
- (10) The **SFA** will assume responsibility for any over-claims identified during a review or audit, and reimburse the State accordingly.
- (11) The **SFA** will include all participating sites from **St. Rose McCarthy Catholic School** in its agreement with the California Department of Education.
- (12) The **SFA** will provide meals to **St. Rose McCarthy Catholic School** that comply with the nutrition standards established by the United States Department of Agriculture for the Enhanced Food Base/Offer vs. Serve menu planning option.
- (13) The **SFA** will prepare the meals in the District Kitchen located at 924 Katie Hammond Lane. This preparation site will maintain the appropriate state and local health certifications for the facility.
- (14) **St. Rose McCarthy Catholic School** will notify the **SFA** of the number of meals needed no later than 9:00 am by e-mail each day. **St. Rose McCarthy Catholic School** will be obligated to accept and pay for the number of meals requested. The **SFA** will not be obligated to provide any meals on days when the **SFA** is not open for business.
- (15) **St. Rose McCarthy Catholic School** will provide the personnel and vehicle necessary to transport the meals.
- (16) **St. Rose McCarthy Catholic School** will be responsible for transporting the meals from the **SFA** District Kitchen. The pick-up of prepared meals will be no later than 10:45 am.
- (17) The **SFA** will be responsible for maintaining the proper temperature of the meals until **St. Rose McCarthy Catholic School** takes delivery of the meals. At the time of delivery, **St. Rose McCarthy Catholic School** will be responsible for documenting and maintaining the proper temperature of the meals until they are served.
- (18) On a daily basis, **St. Rose McCarthy Catholic School** will return any and all hotel pans and lids that are property owned by the **SFA**.
- (19) **St. Rose McCarthy Catholic School** will deliver Food Service reports to the **SFA** daily.
- (20) The **SFA** will provide the necessary hotel pans and lids, transport thermos container, thermometer, serving gloves, scoops, ladles, eating utensils, straws and napkins during the term of this agreement.
- (21) **St. Rose McCarthy Catholic School** will provide personnel to serve meals, clean serving and eating areas, utensils, and any other equipment used to transport meals.
- (22) No later than three (3) days prior to the end of each month, the **SFA** will provide to the **St. Rose McCarthy Catholic School** a monthly menu consisting of the meals to be served the following month.

- (23) The **SFA** will submit to the **St. Rose McCarthy Catholic School** itemized invoices for the meals provided by the **SFA**. The invoices will be calculated at the following rates (rates are subject to change):
- a. Student Full Pay Lunch - one dollar and sixty-five cents (\$1.65)
 - b. Student Reduced Lunch – forty cents (\$0.40)
 - c. Students Free Lunch - no charge (\$0.00)
 - d. Adult Lunch without Milk – three dollars and eighty-five (\$3.85)
 - e. Adult Lunch with Milk – four dollars and fifteen cents (\$4.15)
 - f. Student Milk - thirty cents (\$0.30)
 - g. Adult Milk - thirty cents (\$0.30)
- (24) **St. Rose McCarthy Catholic School** will pay **SFA** the full amount as presented on the monthly itemized invoice by the end of the following month
- (25) When requested by **St. Rose McCarthy Catholic School**, the **SFA** will provide sack lunches for field trips that meet the meal pattern requirements. Sack lunches for field trips will be requested at least 10 working days in advance. The cost per lunch will remain the same as for the regular lunch. **St. Rose McCarthy Catholic School** will be responsible for maintaining the appropriate temperature of lunches until served. **St. Rose McCarthy Catholic School** will be responsible for creating a list of students attending the field trip and ensuring that only students receiving a lunch from the **SFA** get marked. **St. Rose McCarthy Catholic School** will submit checked off roster to the **SFA** the following day.
- (26) The gift or exchange of commodities is not permitted. Until students are served a meal, all food remains the property of the **SFA**.
- (27) **St. Rose McCarthy Catholic School** will indemnify and hold the **SFA** and its officers, employees, and agents harmless from any and all liability, cost, or expense incurred as a result of negligence on the part of the **St. Rose McCarthy Catholic School**.
- (28) **St. Rose McCarthy Catholic School** will keep and maintain liability insurance, including extended coverage for product liability in an amount no less than \$1,000,000 (one million dollars) for each occurrence and will provide the **SFA** with a certificate evidencing insurance in the amount, naming the **SFA** as an additional insured and specifying that the coverage will not be canceled or modified without 10 days prior written notice to the **SFA**. The **SFA** will keep and maintain liability insurance that covers the **SFA**'s liability.
- (29) Both parties will comply with all applicable federal, state and local statutes and regulations with regard to the preparation and service of National School Lunch Program meals, including, but not limited to, all applicable regulations relating to the overt identification of needy pupils, the nutritional content of meals, and nondiscrimination. All records maintained by both parties shall be open and available to inspection by Federal, State, and local authorities in accordance with applicable statutes and regulations.
- (30) **St. Rose McCarthy Catholic School** will abide by all health and safety rules for serving food. They shall have one employee who has successfully passed an approved and accredited Food Safety Certification Examination. The Certificate must be current and retained on file at the facility at all times. As needed, **SFA** can provide a list of approved classes. After each review

by the Kings County Health Department, a copy of the review report will be sent to the **SFA** by **St. Rose McCarthy Catholic School**.

- (31) **St. Rose McCarthy Catholic School** will reimburse the **SFA** for any loss of reimbursement funds denied by the National School Lunch Program which arise out of intentional or negligent conduct or omission of **St. Rose McCarthy Catholic School**
- (32) All business and information relating to the execution of this agreement and the services thereof, including kitchen visitations, will be directed to the Manager of Food Services, **SFA**.

TERM

This agreement becomes effective this day and will continue until June 30, 2020.

IN WITNESS WHEREOF, HANFORD ELEMENTARY SCHOOL DISTRICT and St. Rose McCarthy Catholic School has executed this agreement as of the date first written above

St. Rose McCarthy Catholic School
Name and Title of Receiving Sponsor Official

By:

(Signature)

(Printed Name)

Title:

Date:

St. Rose McCarthy Catholic School
Telephone (559) 584-5218

HANFORD ELEMENTARY SCHOOL DISTRICT
Name and Title of SFA Official

By:

(Signature)

Joy C. Gabler

(Printed Name)

Title: Superintendent

Date:

HANFORD ELEMENTARY SCHOOL DISTRICT
Telephone (559) 585-3620

CALIFORNIA DEPARTMENT OF EDUCATION

Approved

Denied

By _____

FOOD SERVICE AGREEMENT

Administering Sponsor: Hanford Elementary School District
 Receiving Sponsor: Hanford Christian School

This Agreement executed in duplicate and entered into on July 1, 2019 between the **Administering Sponsor, Hanford Elementary School District**, hereinafter referred to as **School Food Authority (SFA)** and the receiving sponsor, hereinafter referred to as **HANFORD CHRISTIAN SCHOOL**, and is created for the purpose of providing Lunches under the National School Lunch Program.

It is hereby agreed that:

- (1) The **SFA** will represent **HANFORD CHRISTIAN SCHOOL** as the Child Nutrition Program “Sponsor” and will claim reimbursement from the California Department of Education for all meals served to children enrolled in **HANFORD CHRISTIAN SCHOOL**. Reimbursement will be claimed at the rate of one lunch per child per day, only for complete meals counted at the point of service, and according to each child’s eligibility category.
- (2) The **HANFORD CHRISTIAN SCHOOLS** will notify the **SFA** of all Name, Address, Phone and Lunch Period – Serving time changes as they are made, in order to keep the CNIP’s application current and in compliance. In addition, the Name, Address, Phone and Lunch Period – Serving times will be submitted annually with this Food Service Agreement.
- (3) Once approved by the California Department of Education, this agreement is considered permanent by the California Department of Education. However, the **SFA** will initiate a new written contract prior to July 1st of each year. Either party may terminate this agreement for cause upon ten days’ written notice. Notice of termination will be provided in writing to the California Department of Education, Nutrition Services Division.
- (4) The **SFA** will verify student Direct Certification and conduct the free and reduced-price application process, including the distribution, review and approval of applications for the sites belonging to **HANFORD CHRISTIAN SCHOOL**. The **SFA** will create and update the eligibility roster and provide current lists to **HANFORD CHRISTIAN SCHOOL** as soon as possible after changes occur.
- (5) The **SFA** will conduct the free and reduced-price application process, including the distribution, review, and approval of applications for the sites belonging to **HANFORD CHRISTIAN SCHOOL**. The **SFA** will create and update the eligibility roster and provide current lists to **HANFORD CHRISTIAN SCHOOL** as soon as possible after changes occur.
- (6) **HANFORD CHRISTIAN SCHOOL** will perform the point of service meal counts. The **SFA** will provide training as necessary to staff at **HANFORD CHRISTIAN SCHOOL** regarding point-of-service meal counts and completion of all required documents.
- (7) The **SFA** will perform the required daily and monthly edit checks.
- (8) The **SFA** will ultimately be responsible for meal count and claiming accountability.

- (9) The **SFA** will perform the verification process and will notify **HANFORD CHRISTIAN SCHOOL** of its findings.
- (10) The **SFA** will assume responsibility for any over-claims identified during a review or audit, and reimburse the State accordingly.
- (11) The **SFA** will include all participating sites from **HANFORD CHRISTIAN SCHOOL** in its agreement with the California Department of Education.
- (12) The **SFA** will provide meals to **HANFORD CHRISTIAN SCHOOL** that comply with the nutrition standards established by the United States Department of Agriculture for the Enhanced Food Base/Offer vs. Serve menu planning option.
- (13) The **SFA** will prepare the meals in the District Kitchen located at 924 Katie Hammond Lane. This preparation site will maintain the appropriate state and local health certifications for the facility.
- (14) **HANFORD CHRISTIAN SCHOOL** will notify the **SFA** of the number of meals needed no later than 9:00 am by e-mail each day. **HANFORD CHRISTIAN SCHOOL** will be obligated to accept and pay for the number of meals requested. The **SFA** will not be obligated to provide any meals on days when the **SFA** is not open for business.
- (15) **HANFORD CHRISTIAN SCHOOL** will provide the personnel and vehicle necessary to transport the meals.
- (16) **HANFORD CHRISTIAN SCHOOL** will be responsible for transporting the meals from the **SFA** District Kitchen. The pick-up of prepared meals will be no later than 10:45 am.
- (17) The **SFA** will be responsible for maintaining the proper temperature of the meals until **HANFORD CHRISTIAN SCHOOL** takes delivery of the meals. At the time of delivery, **HANFORD CHRISTIAN SCHOOL** will be responsible for documenting and maintaining the proper temperature of the meals until they are served.
- (18) On a daily basis, **HANFORD CHRISTIAN SCHOOL** will return any and all hotel pans and lids that are property owned by the **SFA**.
- (19) **HANFORD CHRISTIAN SCHOOL** will deliver Food Service reports to the **SFA** daily.
- (20) The **SFA** will provide the necessary hotel pans and lids, transport thermos container, thermometer, serving gloves, scoops, ladles, eating utensils, straws and napkins during the term of this agreement.
- (21) **HANFORD CHRISTIAN SCHOOL** will provide personnel to serve meals, clean serving and eating areas, utensils, and any other equipment used to transport meals.
- (22) No later than three (3) days prior to the end of each month, the **SFA** will provide to the **HANFORD CHRISTIAN SCHOOL** a monthly menu consisting of the meals to be served the following month.
- (23) The **SFA** will submit to the **HANFORD CHRISTIAN SCHOOL** itemized invoices for the meals provided by the **SFA**. The invoices will be calculated at the following rates (rates are subject to change):

- a. Student Full Pay Lunch - one dollar and sixty-five cents (\$1.65)
 - b. Student Reduced Lunch – forty cents (\$0.40)
 - c. Students Free Lunch - no charge (\$0.00)
 - d. Adult Lunch without Milk- three dollars and eighty-five cents (\$3.85)
 - e. Adult Lunch with Milk – four dollars and fifteen cents (\$4.15)
 - f. Student Milk - thirty cents (\$0.30)
 - g. Adult Milk - thirty cents (\$0.30)
- (24) **HANFORD CHRISTIAN SCHOOL** will pay **SFA** the full amount as presented on the monthly itemized invoice by the end of the following month
- (25) When requested by **HANFORD CHRISTIAN SCHOOL**, the **SFA** will provide sack lunches for field trips that meet the meal pattern requirements. Sack lunches for field trips will be requested at least 10 working days in advance. The cost per lunch will remain the same as for the regular lunch. **HANFORD CHRISTIAN SCHOOL** will be responsible for maintaining the appropriate temperature of lunches until served. **HANFORD CHRISTIAN SCHOOL** will be responsible for creating a list of students attending the field trip and ensuring that only students receiving a lunch from the **SFA** get marked. **HANFORD CHRISTIAN SCHOOL** will submit checked off roster to the **SFA** the following day.
- (26) The gift or exchange of commodities is not permitted. Until students are served a meal, all food remains the property of the **SFA**.
- (27) **HANFORD CHRISTIAN SCHOOL** will indemnify and hold the **SFA** and its officers, employees, and agents harmless from any and all liability, cost, or expense incurred as a result of negligence on the part of the **HANFORD CHRISTIAN SCHOOL**.
- (28) **HANFORD CHRISTIAN SCHOOL** will keep and maintain liability insurance, including extended coverage for product liability in an amount no less than \$1,000,000 (one million dollars) for each occurrence and will provide the **SFA** with a certificate evidencing insurance in the amount, naming the **SFA** as an additional insured and specifying that the coverage will not be canceled or modified without 10 days prior written notice to the **SFA**. The **SFA** will keep and maintain liability insurance that covers the **SFA's** liability.
- (29) Both parties will comply with all applicable federal, state and local statutes and regulations with regard to the preparation and service of National School Lunch Program meals, including, but not limited to, all applicable regulations relating to the overt identification of needy pupils, the nutritional content of meals, and nondiscrimination. All records maintained by both parties shall be open and available to inspection by Federal, State, and local authorities in accordance with applicable statutes and regulations.
- (30) **HANFORD CHRISTIAN** will abide by all health and safety rules for serving food. They shall have one employee who has successfully passed an approved and accredited Food Safety Certification Examination. The Certificate must be current and retained on file at the facility at all times. As needed, **SFA** can provide a list of approved classes. After each review by the Kings County Health Department, a copy of the review report will be sent to the **SFA** by **HANFORD CHRISTIAN SCHOOL**.

- (31) **HANFORD CHRISTIAN SCHOOL** will reimburse the **SFA** for any loss of reimbursement funds denied by the National School Lunch Program which arise out of intentional or negligent conduct or omission of **HANFORD CHRISTIAN SCHOOL**
- (32) All business and information relating to the execution of this agreement and the services thereof, including kitchen visitations, will be directed to the Manager of Food Services, **SFA**.

TERM

This agreement becomes effective this day and will continue until June 30, 2020.

IN WITNESS WHEREOF, HANFORD ELEMENTARY SCHOOL DISTRICT and HANFORD CHRISTIAN SCHOOL has executed this agreement as of the date first written above

HANFORD CHRISTIAN SCHOOL

Name and Title of Receiving Sponsor Official

By:

(Signature)

(Printed Name)

Title:

Date:

HANFORD CHRISTIAN SCHOOL
Telephone (559) 584-9207

HANFORD ELEMENTARY SCHOOL DISTRICT

Name and Title of SFA Official

By:

(Signature)

Joy C. Gabler

(Printed Name)

Title: Superintendent

Date:

HANFORD ELEMENTARY SCHOOL DISTRICT
Telephone (559) 585-3620

CALIFORNIA DEPARTMENT OF EDUCATION

Approved

Denied

By _____

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 06/03/2019

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 06/12/2019

ITEM:

Consider adoption of the Resolution #27-19 State Building Funds Application

PURPOSE:

Resolution #27-19 will allow the District for potential State funding for the Lincoln modernization project and the Washington modernization project. It further acknowledges the current lack of state funding and such funding is not guaranteed despite having eligibility for such.

FISCAL IMPACT:

This resolution potentially provides the District approximately \$1,800,000 and \$2,000,000 in matching funds for the Lincoln modernization and Washington modernization projects respectively.

RECOMMENDATIONS:

Adopt Resolution #27-19.

**HANFORD ELEMENTARY SCHOOL DISTRICT
RESOLUTION NO. 27-19
STATE BUILDING FUNDS APPLICATION**

Whereas, the HANFORD ELEMENTARY SCHOOL DISTRICT has eligibility for new construction and modernization projects and desires to apply for state funding under the Leroy F. Greene School Facilities Act of 1998 (Chap. 12.5, Part 10, Div. 1, commencing with Section 17070.10, et seq., of the Education Code) for the following projects

1. Lincoln Elementary School SFP PTN # 63917-031
2. George Washington Elementary School SFP PTN # 63917-027

; And

Whereas, the Board of Trustees of the Hanford Elementary School District has decided to apply to the State School Building Program for State funds; and

Whereas, the Board of Education (“School Board”) has determined that school facilities within the Hanford Elementary School District (the “District”), within Kings County need to be constructed; and

Whereas, the Board of Trustees has reviewed the application for submittal to the Office of Public School Construction;

Now, therefore be it hereby resolved by the Board of Trustees of the Hanford Elementary School District, as follows:

Whereas, the State Allocation Board (SAB) has established an “Applications Received Beyond Bond Authority List” for projects that have been received.

Pursuant to title 2, Code of California Regulations section 1859.95.1, the School Board of the Hanford Elementary School District hereby acknowledges the following:

1. That the statements set forth in the application and supporting documents are true and correct to the best of our knowledge and belief;
2. That Joy C. Gabler, Superintendent and David Endo, CBO, are hereby designated as District Representatives of the District and is hereby authorized and directed to file, on behalf of the District, such applications with the State Allocation Board;
3. That the District agrees to pay its match of the total costs of the project, unless the District qualifies for financial hardship funding, of which the District may only have to pay a portion or none of its share;
4. That the District certifies that the exact plans and specifications (P & S) for the project will be approved by DSA and CDE prior to requesting final apportionment.
5. The school board acknowledges that the remaining School Facility Program bond authority is currently exhausted for the funds being requested on this application;

6. The school board acknowledges that the State of California is not expected nor obligated to provide funding for the project and the acceptance of the application does not provide a guarantee of future State funding;
7. The school board acknowledges that any potential future State bond measures for the School Facility Program may not provide funds for the application being submitted;
8. The school board acknowledges that criteria (including, but not limited to, funding, qualifications, and eligibility) under a future State school facilities program may be substantially different than the current School Facility Program. The district's approved application may be returned;
9. The school board acknowledges that they are electing to commence any pre-construction or construction activities at the district's discretion and that the State is not responsible for any pre-construction or construction activities;
10. The school board acknowledges that, if bond authority becomes available for the Board to provide funding for the submitted application, the School District must apply for financial hardship status, when applicable.

Enacted this 12th day of June, 2019
by the Hanford Elementary School District Board of Trustees.

Ayes:
Noes:
Absent:

President of the Board of Trustees of
the Hanford Elementary School District
of Kings County, California

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 06/03/2019

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 06/12/2019

ITEM:

Consider approval of lease agreements with Mobile Modular.

PURPOSE:

The District currently has 21 portable classroom leases with Mobile Modular that need to be extended. Mobile Modular has proposed a 12 and 24 month terms on the leases which have been included for review.

FISCAL IMPACT:

The proposed cost is \$650/month for the 12 month leases and \$580/month for the 24 month leases.

RECOMMENDATIONS:

Approve the lease agreements with Mobile Modular.

Jefferson - 1
Room 1974



Mobile Modular Management Corporation

5700 Las Positas Road, Livermore, CA 94551

Ph (925) 606-9000 Fax (925) 453-3201

www.MobileModularRents.com

Contract Addendum

Date: 5/1/2019

Customer : Hanford ESD
Billing Address: PO Box 1067
City/State/Zip: Hanford, CA

Attn: Gerry Mulligan
Phone : 559-585-3628
Fax:
E-mail: gmulligan@hanfordesd.org

Project Name : Jefferson Academy
Site Address : 511 West Malone
City/State/Zip: Hanford, CA 93230

This will serve as an addendum to the contract agreement entered into between Hanford ESD (Lessee) and MOBILE MODULAR MANAGEMENT CORPORATION (Lessor).

ALL OTHER TERMS AND CONDITIONS TO REMAIN THE SAME.

Please sign and return an acknowledgement copy to our office as soon as possible. Thank you.

Renewal Information

Contract No.	Building ID	Item Description	Addendum Start Date	Addendum Stop Date	Term	Rental Rate
210023716	40217	Classroom, 24x40 DSA	7/1/2019	6/30/2021	24	\$ 580.00

- Rental rates do not include any applicable taxes or Personal Property Expense (PPE).
- Return delivery and preparing equipment for return will be quoted at time of return.
- This contract agreement defines a month as 30 calendar days. Bill Frequency for this contract is Monthly

Additional Contract Addendum Notes:

Mobile Modular Management Corporation

Hanford ESD

Printed Name

Printed Name

Title

Title

Signature

Signature

Date

Date

Please call (925) 606-9000 with any questions or comments and ask for Mo Carcamo
Thank you for contacting Mobile Modular.

****Note:** Contract addendum valid only when executed, offer expires 30 days from addendum date if not executed.


Mobile Modular Management Corporation

5700 Las Positas Road, Livermore, CA 94551

Ph (925) 606-9000 Fax (925) 453-3201

www.MobileModularRents.com
Contract Addendum

Date: 5/1/2019

Customer : Hanford ESD
Billing Address: PO Box 1067
City/State/Zip: Hanford, CA

Attn: Gerry Mulligan
Phone : 559-585-3628
Fax:
E-mail: gmulligan@hanfordesd.org

Project Name : Lincoln Elementary
Site Address : 832 South Harris Street
City/State/Zip: Hanford, CA 93230-5436

This will serve as an addendum to the contract agreement entered into between **Hanford ESD**
 (Lessee) and **MOBILE MODULAR MANAGEMENT CORPORATION** (Lessor).

ALL OTHER TERMS AND CONDITIONS TO REMAIN THE SAME.

Please sign and return an acknowledgement copy to our office as soon as possible. Thank you.

Renewal Information

Contract No.	Building ID	Item Description	Addendum Start Date	Addendum Stop Date	Term	Rental Rate
210019478	40216	Classroom, 24x40 DSA	7/1/2019	6/30/2020	12	\$ 650.00
210019478	40472	Classroom, 24x40 DSA	7/1/2019	6/30/2020	12	\$ 650.00
210019478	40473	Classroom, 24x40 DSA	7/1/2019	6/30/2020	12	\$ 650.00
210019478	40496	Classroom, 24x40 DSA	7/1/2019	6/30/2020	12	\$ 650.00
210019478	40497	Classroom, 24x40 DSA	7/1/2019	6/30/2020	12	\$ 650.00

- Rental rates do not include any applicable taxes or Personal Property Expense (PPE).
- Return delivery and preparing equipment for return will be quoted at time of return.
- This contract agreement defines a month as 30 calendar days. Bill Frequency for this contract is Monthly

Additional Contract Addendum Notes:
Mobile Modular Management Corporation
Hanford ESD

Printed Name

Printed Name

Title

Title

Signature

Signature

Date

Date

Please call (925) 606-9000 with any questions or comments and ask for Mo Carcamo

Thank you for contacting Mobile Modular.

****Note:** Contract addendum valid only when executed, offer expires 30 days from addendum date if not executed.


Mobile Modular Management Corporation

5700 Las Positas Road, Livermore, CA 94551

Ph (925) 606-9000 Fax (925) 453-3201

www.MobileModularRents.com
Contract Addendum

Date: 5/1/2019

Customer : Hanford ESD
Billing Address: PO Box 1067
City/State/Zip: Hanford, CA

Project Name : Lee Richmond Elementary
Site Address : 939 Katie Hammond Lane
City/State/Zip: Hanford, CA 93230-3158

Attn: Gerry Mulligan
Phone : 559-585-3628
Fax:
E-mail: gmulligan@hanfordesd.org

This will serve as an addendum to the contract agreement entered into between **Hanford ESD** (Lessee) and **MOBILE MODULAR MANAGEMENT CORPORATION** (Lessor).

ALL OTHER TERMS AND CONDITIONS TO REMAIN THE SAME.

Please sign and return an acknowledgement copy to our office as soon as possible. Thank you.

Renewal Information

Contract No.	Building ID	Item Description	Addendum Start Date	Addendum Stop Date	Term	Rental Rate
210023717	38613	Classroom, 24x40 DSA	7/1/2019	6/30/2021	24	\$ 580.00

- Rental rates do not include any applicable taxes or Personal Property Expense (PPE).
- Return delivery and preparing equipment for return will be quoted at time of return.
- This contract agreement defines a month as 30 calendar days. Bill Frequency for this contract is Monthly

Additional Contract Addendum Notes:
Mobile Modular Management Corporation
Hanford ESD

Printed Name

Printed Name

Title

Title

Signature

Signature

Date

Date

Please call (925) 606-9000 with any questions or comments and ask for Mo Carcamo

Thank you for contacting Mobile Modular.

****Note:** Contract addendum valid only when executed, offer expires 30 days from addendum date if not executed.


Mobile Modular Management Corporation

5700 Las Positas Road, Livermore, CA 94551

Ph (925) 606-9000 Fax (925) 453-3201

www.MobileModularRents.com
Contract Addendum

Date: 5/1/2019

Customer : Hanford ESD
Billing Address: PO Box 1067
City/State/Zip: Hanford, CA

Attn: Gerry Mulligan
Phone : 559-585-3628
Fax:
E-mail: gmulligan@hanfordesd.org

Project Name : Lee Richmond Elementary
Site Address : 939 Katie Hammond Lane
City/State/Zip: Hanford, CA 93230-3158

This will serve as an addendum to the contract agreement entered into between Hanford ESD (Lessee) and MOBILE MODULAR MANAGEMENT CORPORATION (Lessor).

ALL OTHER TERMS AND CONDITIONS TO REMAIN THE SAME.

Please sign and return an acknowledgement copy to our office as soon as possible. Thank you.

Renewal Information

Contract No.	Building ID	Item Description	Addendum Start Date	Addendum Stop Date	Term	Rental Rate
210019479	40217	Classroom, 24x40 DSA	7/1/2019	6/30/2021	24	\$ 580.00
210019479	40500	Classroom, 24x40 DSA	7/1/2019	6/30/2021	24	\$ 580.00
210019479	40501	Classroom, 24x40 DSA	7/1/2019	6/30/2021	24	\$ 580.00
210019479	40900	Classroom, 24x40 DSA	7/1/2019	6/30/2021	24	\$ 580.00

- Rental rates do not include any applicable taxes or Personal Property Expense (PPE).
- Return delivery and preparing equipment for return will be quoted at time of return.
- This contract agreement defines a month as 30 calendar days. Bill Frequency for this contract is Monthly

Additional Contract Addendum Notes:
Mobile Modular Management Corporation
Hanford ESD

Printed Name

Printed Name

Title

Title

Signature

Signature

Date

Date

Please call (925) 606-9000 with any questions or comments and ask for **Mo Carcamo**
 Thank you for contacting Mobile Modular.

****Note:** Contract addendum valid only when executed, offer expires 30 days from addendum date if not executed.



Mobile Modular Management Corporation

5700 Las Positas Road, Livermore, CA 94551

Ph (925) 606-9000 Fax (925) 453-3201

www.MobileModularRents.com

Contract Addendum

Date: 3/22/2019

Customer : Hanford ESD
Billing Address: PO Box 1067
City/State/Zip: Hanford, CA 93232-1067

Attn: Gerry Mulligan
Phone : 559-585-3628
Fax:
E-mail: gmulligan@hanfordesd.org

Project Name : Woodrow Wilson Junior High
Site Address : 601 West Florinda Street
City/State/Zip: Hanford, CA 93230-3628

This will serve as an addendum to the contract agreement entered into between Hanford ESD (Lessee) and MOBILE MODULAR MANAGEMENT CORPORATION (Lessor).

ALL OTHER TERMS AND CONDITIONS TO REMAIN THE SAME.

Please sign and return an acknowledgement copy to our office as soon as possible. Thank you.

Renewal Information

Contract No.	Building ID	Item Description	Addendum Start Date	Addendum Stop Date	Term	Rental Rate
543342	42562	Classroom, 24x40 DSA	7/1/2019	6/30/2021	24	\$ 580.00
544893	42518	Classroom, 24x40 DSA	7/1/2019	6/30/2021	24	\$ 580.00

- Rental rates do not include any applicable taxes or Personal Property Expense (PPE).
- Return delivery and preparing equipment for return will be quoted at time of return.
- This contract agreement defines a month as 30 calendar days. Bill Frequency for this contract is Monthly

Additional Contract Addendum Notes:

Mobile Modular Management Corporation

Hanford ESD

Printed Name

Printed Name

Title

Title

Signature

Signature

Date

Date

Please call (925) 606-9000 with any questions or comments and ask for Mo Carcamo
 Thank you for contacting Mobile Modular.

****Note:** Contract addendum valid only when executed, offer expires 30 days from addendum date if not executed.


Mobile Modular Management Corporation

5700 Las Positas Road, Livermore, CA 94551

Ph (925) 606-9000 Fax (925) 453-3201

www.MobileModularRents.com
Contract Addendum

Date: 3/22/2019

Customer : Hanford ESD
Billing Address: PO Box 1067
City/State/Zip: Hanford, CA. 93232-1067

Attn: Gerry Mulligan
Phone : 559-585-3628
Fax:
E-mail: gmulligan@hanfordesd.org

Project Name : Washington Elementary
Site Address : 2245 Fairmont Drive
City/State/Zip: Hanford, CA. 93232-1067

This will serve as an addendum to the contract agreement entered into between Hanford ESD (Lessee) and MOBILE MODULAR MANAGEMENT CORPORATION (Lessor).

ALL OTHER TERMS AND CONDITIONS TO REMAIN THE SAME.

Please sign and return an acknowledgement copy to our office as soon as possible. Thank you.

Renewal Information

Contract No.	Building ID	Item Description	Addendum Start Date	Addendum Stop Date	Term	Rental Rate
210034574	39785	Classroom, 24x40 DSA	7/1/2019	6/30/2021	24	\$ 580.00
210034574	40238	Classroom, 24x40 DSA	7/1/2019	6/30/2021	24	\$ 580.00
210034574	40240	Classroom, 24x40 DSA	7/1/2019	6/30/2021	24	\$ 580.00

- Rental rates do not include any applicable taxes or Personal Property Expense (PPE).
- Return delivery and preparing equipment for return will be quoted at time of return.
- This contract agreement defines a month as 30 calendar days. Bill Frequency for this contract is Monthly

Additional Contract Addendum Notes:
Mobile Modular Management Corporation
Hanford ESD

Printed Name

Printed Name

Title

Title

Signature

Signature

Date

Date

Please call (925) 606-9000 with any questions or comments and ask for Mo Carcamo
 Thank you for contacting Mobile Modular.

****Note:** Contract addendum valid only when executed, offer expires 30 days from addendum date if not executed.



Mobile Modular Management Corporation

5700 Las Positas Road, Livermore, CA 94551

Ph (925) 606-9000 Fax (925) 453-3201

www.MobileModularRents.com

Contract Addendum

Date: 3/22/2019

Customer : Hanford ESD
Billing Address: 714 N. White St
City/State/Zip: Hanford, CA 93230-4029

Attn: Gerry Mulligan
Phone : 559-585-3628
Fax:
E-mail: gmulligan@hanfordesd.org

Project Name : Monroe Elementary
Site Address : 300 Monroe Drive
City/State/Zip: Hanford, CA 93230-1729

This will serve as an addendum to the contract agreement entered into between Hanford ESD (Lessee) and MOBILE MODULAR MANAGEMENT CORPORATION (Lessor).

ALL OTHER TERMS AND CONDITIONS TO REMAIN THE SAME.

Please sign and return an acknowledgement copy to our office as soon as possible. Thank you.

Renewal Information

Contract No.	Building ID	Item Description	Addendum Start Date	Addendum Stop Date	Term	Rental Rate
210034586	40243	Classroom, 24x40 DSA	7/1/2019	6/30/2021	24	\$ 580.00
210034586	41735	Classroom, 24x40 DSA	7/1/2019	6/30/2021	24	\$ 580.00
210034586	41770	Classroom, 24x40 DSA	7/1/2019	6/30/2021	24	\$ 580.00
210034586	42629	Classroom, 24x40 DSA	7/1/2019	6/30/2021	24	\$ 580.00
210034586	42670	Classroom, 24x40 DSA	7/1/2019	6/30/2021	24	\$ 580.00

- Rental rates do not include any applicable taxes or Personal Property Expense (PPE).
- Return delivery and preparing equipment for return will be quoted at time of return.
- This contract agreement defines a month as 30 calendar days. Bill Frequency for this contract is Monthly

Additional Contract Addendum Notes:

Mobile Modular Management Corporation

Hanford ESD

Printed Name

Printed Name

Title

Title

Signature

Signature

Date

Date

Please call (925) 606-9000 with any questions or comments and ask for **Mo Carcamo**
 Thank you for contacting Mobile Modular.

****Note:** Contract addendum valid only when executed, offer expires 30 days from addendum date if not executed.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 06/03/2019

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 06/12/2019

ITEM:

Consider approval of legal contracts for the 2019-2020 fiscal year.

PURPOSE:

To approve the use of Griswold, LaSalle, Cobb, Dowd, & Gin LLP and Atkinson, Adelson, Loya, Ruud & Romo for legal services in the 2019-2020 school year.

FISCAL IMPACT:

The hourly rates are largely unchanged for the contract with Griswold, LaSalle, Cobb, Dowd, & Gin LLP and slightly higher for the contract with Atkinson, Adelson, Loya, Ruud & Romo.

RECOMMENDATIONS:

Approve the contracts.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 1st day of July, 2019, by and between the HANFORD ELEMENTARY SCHOOL DISTRICT ("**District**") and the law firm of GRISWOLD, LaSALLE, COBB, DOWD & GIN, L.L.P. ("**Attorney**"). In consideration of the promises and the mutual agreements hereinafter contained, District and Attorney agree as follows:

District hires Attorney to represent, advise, and counsel it as its legal advisor, and to provide legal advice and representation as requested.

Attorney shall provide legal services as requested by District and keep District informed of significant developments in those matters.

District agrees to pay Attorney based upon the rate schedule attached hereto as Exhibit "A"; however, agreements for legal fees other than on an hourly basis may be made by mutual agreement.

Attorney shall send District a monthly statement for fees and costs incurred. District shall pay Attorney's statement within thirty (30) days. Attorney's statement shall state the basis for calculations (or other method of determination) of Attorney's fees and costs.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement.

HANFORD ELEMENTARY
SCHOOL DISTRICT

By: _____
Joy Gabler, Superintendent

GRISWOLD, LaSALLE, COBB,
DOWD & GIN, LLP

By:  _____
Robert M. Dowd

EXHIBIT "A"**PROFESSIONAL RATE SCHEDULE 2015**

HOURLY PROFESSIONAL RATES:

Attorneys:	\$175.00 - \$250.00
Paralegals:	\$ 90.00
Legal Assistants:	\$ 25.00 - \$50.00

COSTS AND EXPENSES:

In-office photocopying	\$0.20/per page (black and white)
	\$0.65/per page (color)

Other costs shall be charged on an actual and necessary basis, e.g., court, process server, investigator, witness, experts, etc.

GRISWOLD, LaSALLE, COBB, DOWD & GIN, L.L.P.

Attorneys at Law

111 E. Seventh

Street Hanford,

CA 93230

Telephone: (559) 584-6656

Fax: (559) 582-3106

AGREEMENT FOR SPECIAL SERVICES

I. PARTIES

This Agreement for Special Services (“Agreement”) is entered into by and between the law firm of ATKINSON, ANDELSON, LOYA, RUUD & ROMO, a professional corporation, hereinafter referred to as the “Law Firm” and, HANFORD ELEMENTARY SCHOOL DISTRICT, hereinafter referred to as “District.”

II. PURPOSE

The District desires to retain and engage Law Firm to perform legal and, upon request, non-legal consultant services on the District’s behalf. Law Firm accepts this engagement on the terms and conditions contained in this Agreement.

III. TERMS AND CONDITIONS

A. Fees for Services

1. Standard Hourly Rate Services

District agrees to pay the Law Firm at the following standard hourly rates:

Senior Partners	\$305
Partners/Senior Counsel	\$280
Senior Associates	\$270
Associates	\$260
Non-Legal Consultants	\$230
Senior Paralegals/Law Clerks	\$205
Paralegals/Legal Assistants	\$195

2. Fixed Fee Services

District agrees to pay the Law Firm a fixed fee for the following services:

A full day of training (up to 8 hours)	\$5,000
A half day of training (up to 4 hours)	\$4,000
A two-hour training	\$3,000
A one-hour training	\$2,000

3. Fee Arrangements for Specialized Legal Services

For specialized litigation and transactional services in the areas of construction, procurement, technology, prevailing wage, real property, CEQA, mitigation negotiations, school and college finance, tax, bankruptcy, copyright, non-profit organizations, immigration and appellate law, the District agrees to pay Law Firm at rates higher than the standard hourly rates for special projects or particular scopes of work. The Law Firm shall inform the District of the rates for specialized services and the Superintendent or designee shall agree to such rates in writing prior to any billings for specialized legal services by the Law Firm.

4. Costs and Expenses

In addition to the fees described above, the District agrees to pay a five percent (5%) “administrative fee” calculated and based on the total monthly billed fees to cover certain operating expenses of the Law Firm, incurred in providing services to the District. This administrative fee is in lieu of charging the District for Westlaw, photocopies, automobile mileage, parking, facsimiles, telephone, document preparation, and postage.

Costs relating to fees charged by third parties retained to perform services ancillary to the Law Firm’s representation of the District are not included in the administrative fee and are charged separately. These include, but are not limited to, deposition and court reporter fees, transcript costs, witness fees (including expert witnesses), process server fees, and other similar third party fees. The Law Firm shall not be obligated to advance costs on behalf of the District; however, for purposes of convenience and in order to expedite matters, the Law Firm reserves the right to advance costs on behalf of the District with the prior approval of the Superintendent or designee in the event a particular cost item exceeds \$2,000.00 in amount, and without the prior approval of the Superintendent or designee in the event a particular cost item totals \$2,000.00 or less.

If the Law Firm retains, with authorization from the District, experts or outside consultants for the benefit of the District, rather than the District contracting directly with any expert or outside consultant, the District agrees to pay a five percent (5%) “consultant processing fee” in addition to the actual costs paid by the Law Firm to the expert or outside consultant in order to offset related costs to the Law Firm resulting from administering and initially paying such expert and outside consultant fees on behalf of the District. This fee shall not apply to the services of Law Firm-provided non-legal consultants as set forth in paragraph F., below.

B. Billing Practices

1. A detailed description of the work performed and the costs and expenses advanced by the Law Firm will be prepared on a monthly basis as of the last day of the month and will be mailed to the District on or about the 15th of the following month, unless other arrangements are made. Payment of the full amount due, as reflected on the monthly statement, will be due to the Law Firm from the District by the 10th of the month following delivery of the statement, unless other arrangements are made. In the event that there are funds of the District in the Law Firm’s Trust Account at the time a monthly billing statement is prepared, funds will be transferred from the Law Firm’s Trust Account to the Law Firm’s General Account to the extent of the balance due on the monthly statement and a credit will be reflected on the monthly statement. Any balance of fees or costs advanced remaining unpaid for a period of 30 days will be subject to a 1% per month service charge.

2. The Law Firm shall bill in one-quarter hour increments.

3. Certain tasks shall be billed at established minimum time increments. These include: (a) telephone conference (.25 hour), (b) electronic correspondence (.25 hour), (c) standard written correspondence (.50 hour), (d) provide a document (.50 hour).

4. The Law Firm may charge the full hourly rate to more than one client for services provided concurrently during the same time period. For example, in the course of traveling to the District or while providing legal services at the District, it may be necessary for the Law Firm to provide billable services to other clients.

5. District agrees to review the Law Firm's monthly statements promptly upon receipt and to notify the Law Firm, in writing, with respect to any disagreement with the monthly statement. Failure to communicate written disagreement with the Law Firm's monthly statement within thirty (30) days of the District's receipt thereof shall be deemed to signify the District's agreement that the monthly billing statement accurately reflects the services performed; and the proper charge for those services.

C. Termination of Representation on a Particular Matter

The Law Firm reserves the right to discontinue the performance of legal services on behalf of the District on a particular matter upon the occurrence of any one or more of the following events:

1. Upon order of a court of law requiring the Law Firm to discontinue the performance of legal services;

2. Upon a determination by the Law Firm in the exercise of its reasonable and sole discretion, that state or federal legal ethical principles require it to discontinue the performance of legal services;

3. Upon a failure of the District to perform any of the District's obligations with respect to the payment of the Law Firm's fees, costs or expenses as reflected on the monthly bill;

4. Upon a failure of the District to perform any of the District's obligations with respect to the duty of cooperation with the Law Firm in connection with the Law Firm's representation of the District.

In the event that the Law Firm ceases to perform services for the District on a matter, the District agrees that it will promptly pay to the Law Firm any and all unpaid fees and costs advanced, and retrieve all of its files, signing a receipt therefor. Further, the District agrees that, with respect to any litigation where the Law Firm has made an appearance in a court of law on its behalf, the District will promptly execute an appropriate Substitution of Attorney form. Any termination of Law Firm's representation on such a matter may be subject to approval by the applicable court of law.

D. Consent to Joint Representation

The District acknowledges that from time to time Law Firm may be asked to perform legal services on a matter affecting two or more public education local agencies. In such situations before proceeding with representation, Law Firm shall seek separate written consent to joint representation from all involved parties if permissible according to ethical principles applicable to attorneys. The District acknowledges that it is often in the best interest of the District for such representation to commence without undue delay which may result from

waiting until a regularly-scheduled Board meeting. Therefore, pursuant to Education Code section 7, the Governing Board of the District hereby delegates to the Superintendent or designee authority to consent to joint representation in the circumstances described in this paragraph.

E. Client Cooperation.

The District agrees to fully cooperate with the Law Firm in connection with the Law Firm's representation of the District, including but not limited to, attending mandatory court hearings and other appearances, making its employees and officials available, and providing accurate information documentation necessary to enable the Law Firm to adequately represent the District.

F. Services performed by Law Firm-provided Non-legal Consultants

The Law Firm has an affiliation with non-legal consultants who are available to provide services in areas including, but not limited to, personnel/business office audits, human resources/collective bargaining consultation, special education consultation, public/employee relations surveys and communications, media and public relations, budget analysis/support services, instructional coaching/counseling at school improvement sites, leadership coaching, board/superintendent relations and best practices, and interim management placement.

Because the Law Firm has a financial interest in the District's use of these affiliated non-legal consultants, the rules of the State Bar of California require that the District provide its informed written consent to this arrangement prior to utilizing these services. Execution of this Agreement shall be deemed "informed consent" for the purpose of this paragraph. The District is hereby advised that it may seek the advice of an independent attorney of your choice prior to providing such written consent.

Please also be advised that because the services of these non-legal consultants are provided to the District outside of the attorney-client relationship, communications with these non-legal consultants will not be protected from disclosure by the attorney-client privilege.

G. Consent to Law Firm Communication

As part of our commitment to client service, the Law Firm will send the District periodic alerts on case developments and legislative changes, and notices of breakfast briefings, conferences, and other training opportunities designed to help the District with daily legal concerns. The Law Firm will send those and other additional service notices to the District via regular mail and/or electronic mail at the email address which you designate or the email used in your daily communications with us. By execution of this Agreement, the District and designated contact(s) consent to receive such communications by electronic mail subject to the right to unsubscribe at any time.

H. Identification of Insurance Coverage

With respect to insurance coverage for any matters covered by the scope of services under this Agreement, you agree that it is your own responsibility, rather than the Law Firm's responsibility, to identify potential insurance coverage and to tender legal matters to any appropriate insurance companies that may insure you. If you desire that the Law Firm become involved in identifying potential insurers and/or the tender of legal disputes, then a separate written agreement between you and the Law Firm to that effect will be required.

I. Miscellaneous

1. The Law Firm maintains errors and omissions insurance coverage applicable to the services to be rendered.

2. The parties agree that the Law Firm, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

3. After a file on a matter is closed, the District has a right to request the Law Firm to return the file to the District. Absent such a request, the Law Firm shall retain the file on the District's behalf.

IV. BINDING ARBITRATION

If any dispute arises out of, or related to, a claimed breach of this agreement, the professional services rendered by attorneys, or any other disagreement of any nature, type, or description, regardless of the facts or the legal theories which may be involved, including attorney malpractice, such dispute shall be resolved by binding arbitration by a single arbitrator. Each side will bear its own costs and attorney fees. The parties agree to waive their right to a jury and to an appeal.

V. DURATION

This Agreement shall commence July 1, 2019 and terminate on June 30, 2020 and shall thereafter continue from month to month at the then current rate schedules until modified in writing by agreement between the Law Firm and the District up to a maximum of five (5) years duration per Education Code section 17596.

Either the District or the Law Firm may terminate this Agreement on thirty (30) days' written notice.

"Law Firm"

ATKINSON, ANDELSON, LOYA, RUUD &
ROMO

Dated: _____

By: _____
Mary Beth de Goede

"District"

HANFORD ELEMENTARY SCHOOL DISTRICT

Dated: _____

By: _____
Joy C. Gabler, Superintendent