### **REGULAR BOARD MEETING AGENDA**

Wednesday, August 25, 2021 HESD District Office Board Room 714 N. White Street, Hanford, CA

In accordance with Governor Newsom's Executive Order N-29-20 Paragraph 3, the HESD Board Meeting will have teleconferencing and video conferencing available.

For members of the public interested in remotely viewing the HESD Board Meeting please visit the following link to access the live video stream:

https://www.hanfordesd.org/hesdtv

Individuals who wish to address the Board may do so by

- Submitting an email to <u>public-comment@hanfordesd.org</u>
- Leaving a voice message by calling 559-585-3604 (voice message will be transcribed).

Please include your name, agenda item number or subject matter being addressed, along with a 250-word description of the subject matter being addressed.

Email and voice message public comments must be received no later than 3:30 p.m. on the day of the meeting in order to be part of the record for the Board's information and/or discussion.

Public comments submitted by e-mail or voice message will be included in the minutes.

Please note that consistent with Board Bylaw 9323, any statements submitted for public comment that are inappropriate in nature, including, but not limited to statements that are obscene, threatening or substantially disruptive to school operations, will either be redacted, or will not be posted.

### **OPEN SESSION**

5:30 P.M.

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

### **CLOSED SESSION**

- **Personnel** (Pursuant to Government Code 54956.9, Trustees will adjourn to Closed Session to discuss the items listed below. The items to be discussed shall be announced in accordance with Government Code Section 54954.5 and/or under Education Code Provisions)
  - o Public Employee Discipline/Dismissal/Release (GC 54957)

### **OPEN SESSION**

5:45 P.M.

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 ensure 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 August 6, 2021; August 11, 2021 and August 13, 2021.
- b) Approve minutes of the Regular Board Meeting held on August 11, 2021.
- c) Approve interdistrict transfers as recommended.
- d) Approve donation of 15 backpacks from the Hanford Police Department for Lincoln Students.

### 3. INFORMATION ITEMS

- a) Receive for information the Williams Uniform Complaints quarterly report (Gabler)
- b) Receive for information the Federal Equipment Inventory (Carlton)

### 4. BOARD POLICIES AND ADMINISTRATION

- a) Consider for approval a Memorandum of Understanding with California Department of Public Health (Gabler)
- b) Consider for approval the Memorandum of Understanding with Sinclair Research Group – Clear Administrative Services Credential (Baldwin)
- c) Consider for approval the Memorandum of Understanding with Sinclair Research Group – General Education and Education Specialist Teacher Induction (Baldwin)
- d) Consider for approval the Consulting Services Agreement with California State University, Fresno Foundation (Gomez)
- e) Consider for approval the change order 2 for the Richmond Modernization Project (Potter)

### **5. PERSONNEL** (Martinez)

a) Employment

Certificated

• Emily Thompson, PE Teacher, Probationary (Intern), Jefferson/Monroe split, effective 8/18/21

### Classified

- Rosalie Chavez, Yard Supervisor 3.0 hrs., Richmond, effective 8/10/21
- Riley Davis, Licensed Vocational Nurse 8.0 hrs., Washington, effective 8/4/21
- Isabella Garcia, Special Education Aide 5.0 hrs., Monroe, effective 8/10/21
- Fernando Martinez, READY Program Tutor 4.5 hrs., Jefferson, effective 8/5/21
- Amy McClard, Educational Tutor 4.5 hrs., Washington, effective 8/10/21
- Carmen Aurora Pimentel, Educational Tutor 4.5 hrs., Hamilton, effective 8/10/21

### Classified (Cont.)

- Samantha Ramirez, READY Program Tutor 4.5 hrs., Washington, effective 8/5/21
- Katie Reid-Eckert, Special Education Aide 5.0 hrs., Lincoln, effective 8/10/21
- Lynette Reyes, Food Service Worker II 2.5 hrs., Kennedy, effective 8/9/21
- Nallely Sandoval, Special Circumstance Aide 5.75 hrs., Roosevelt, effective 8/10/21
- Isabella Sanders, READY Program Tutor 4.5 hrs., Roosevelt, effective 8/10/21
- Jonathan Stevens, READY Program Tutor 4.5 hrs., Lincoln, effective 8/5/21
- Roxana Vasquez, Special Circumstance Aide 5.75 hrs., Washington, effective 8/10/21

### Temporary Employees/Substitutes

- Shelby Alcaraz, Short-term Special Education Aide 5.0 hrs., Wilson, effective 8/10/21 to 12/17/21
- Yusra Almarush, Short-term Yard Supervisor 3.5 hours, Simas, effective 8/10/21 to 9/3/21
- Allen Christian Altamirano, Short-term Special Circumstance Aide 5.75 hrs., Richmond, effective 8/10/21 to 8/27/21
- Silvia Foreman, Short-term Special Circumstance Aide 5.75 hrs., Simas, effective 8/10/21 to 8/27/21
- Emily Lerma, Short-term Yard Supervisor 2.5 hrs., Hamilton, effective 8/10/21 to 8/27/21
- Ayesha Medina, Short-term Yard Supervisor 2.25 hrs., Richmond, effective 8/10/21 to 8/27/21
- Melanie Pimentel, Short-term Yard Supervisor 3.25 hrs., Simas, effective 8/10/21 to 8/27/21
- Debbie Raeber, Short-term Yard Supervisor 3.5 hrs., Simas, effective 8/10/21 to 9/3/21
- Jenny Rodriguez Crus, Short-term Yard Supervisor 3.5 hrs., Simas, effective 8/10/21 to 9/3/21
- Veronica Rodriguez, Short-term Yard Supervisor 1.5 hrs., Roosevelt, effective 8/10/21 to 8/27/21
- Sandra Virden, Short-term Yard Supervisor 3.5 hrs., Simas, effective 8/10/21 to 9/3/21
- Joseph Williams, Substitute Yard Supervisor, effective 8/10/21

#### Transfers

 Sylvia Pelaiz, Special Circumstance Aide – 5.75 hrs., Monroe to Special Education Aide – 5.0 hrs., Simas, effective 8/10/21

### b) Promotion

 Audra Jauriqui, from Food Service Worker II – 2.5 hrs., District Kitchen to Food Service Utility Worker – 3.5 hrs., District Kitchen, effective 8/9/21

### c) Resignations

- Amy McClard, Yard Supervisor 3.0 hrs., Monroe, effective 6/4/21
- Alyssa Null, Special Circumstance Aide 5.75 hrs., Simas, effective 6/4/21
- Rosemarie Rodriguez, Yard Supervisor 2.5 hrs., Washington, effective 6/4/21
- Vanessa Rosas, Yard Supervisor 6.5 hrs., Kennedy, effective 6/4/21
- Nallely Sandoval, Yard Supervisor 3.5 hrs., Roosevelt, effective 6/4/21
- Kyle Smith, PE Teacher, Jefferson/Monroe, effective 8/17/21

- d) Consider approval of an Internship Memorandum of Understanding between California State University, East Bay and Hanford Elementary School District
  - Authorize agreement to enter into a Memorandum of Understanding between Hanford Elementary School District and California State University, East bay regarding Intern Teacher Support for the 2021-22 school year.

### 6. FINANCIAL (Endo)

a) Consider for adoption Resolution #5-22: Regarding the Accounting of Developer Fees

### **ADJOURN MEETING**

### HANFORD ELEMENTARY SCHOOL DISTRICT

### AGENDA REQUEST FORM

TO:	Joy C. Gabler				
FROM:	David Endo				
DATE:	08/16/2021				
FOR:	<ul><li>☑ Board Meeting</li><li>☑ Superintendent's Cabinet</li></ul>				
FOR:	☐ Information ☐ Action				
Date you wish t	to have your item considered: 08/25/2021				
ITEM: Consider approx	val of warrants.				
	tion is requesting the approval of the warrants as listed on the registers dated: $\frac{1}{21}$ and $\frac{08}{13}$ .				
FISCAL IMPA See attached.	ACT:				
RECOMMEN	DATIONS:				

Approve the warrants.

## Warrant Register For Warrants Dated 08/06/2021

Page 1 of 2

8/6/2021 8:10:44AM

Warrant Number	Vendor Number	Vendor Name	Amount
12666139	7736	A + QUALITY CONCRETE CONSTRUCTION INC – Services/Repair	\$1,200.00
12666140	7735	MELISSA ACOSTA – Reimburse-Health Benefits	\$34.69
12666141	4787	AKJ WHOLESALE LLC – Books	\$93.64
12666142	34	CURTIS ALEXANDER – Reimburse-Materials/Supplies	\$400.00
12666143	1690	BATTERY SYSTEMS – Materials/Supplies	\$270.48
12666144	3611	CONSCIOUS TEACHING LLC – Books	\$747.68
12666145	7734	CHELSIE CONWAY – Reimburse-Health Benefits	\$35.27
12666146	7741	RILEY DAVIS – Reimburse-Other Services	\$35.00
12666147	4512	DIV. OF STATE ARCHITECT - Roosevelt Modernization Project	\$2,000.00
12666148	4512	DIV. OF STATE ARCHITECT – Richmond Modernization Project	\$2,000.00
12666149	3567	E.L. ACHIEVE – Other Services	\$5,000.00
12666150	7589	EXPLORELEARNING LLC – Other Services	\$36,115.47
12666151	3682	FASTENAL – Materials/Supplies	\$5,791.48
12666152	7668	FIELDTRIPZOOM INC – Other Services	\$499.95
12666153	7375	MAYRA GARCIA – Reimburse-Health Benefits	\$34.69
12666154	1393	GAS COMPANY – Utilities	\$213.83
12666155	7012	GREENFIELD LEARNING INC. – Other Services	\$131,640.00
12666156	5513	HARMINI HERNANDEZ – Materials/Supplies, Other Services	\$192.48
12666157	2427	HOME DEPOT CREDIT SERVICES – Materials/Supplies	\$505.74
12666158	2188	THE HOME DEPOT PRO – Warehouse Inventory	\$215.79
12666159	5264	HOUGHTON MIFFLIN HARCOURT – Materials/Supplies	\$2,982.72
12666160	7740	JOSE IBANEZ – Reimburse-Other Services	\$25.00
12666161	7593	INCIDENT IQ LLC – Other Services	\$11,498.05
12666162	7728	ISTATION – Other Services	\$13,947.00
12666163	6573	IXL LEARNING – Other Services	\$3,758.00
12666164	7596	KHAN ACADEMY INC. – Other Services	\$17,600.00
12666165	6749	LIVESCHOOL – Other Services	\$8,989.00
12666166	7732	METLIFE SMALL MARKET – Health/Welfare Benefits	\$3,974.11
12666167	6965	MYSTERY SCIENCE INC. Other Services	\$1,249.00
12666168	5498	NATHAN NAGATANI – Reimburse-Health Benefits	\$4.59
12666169	7664	OMEGA LABS INC – Other Services	\$120.00
12666170	7203	PARADIGM HEALTHCARE SERVICES LLC. – Other Services	\$1,911.56
12666171	4088	ESTHER PHELPS – Reimburse-Health Benefits	\$4.30
12666172	7742	SAMANTHA RAMIREZ – Reimburse-Other Services	\$35.00
12666173	1227	RENAISSANCE LEARNING INC. – Other Services	- \$2,955.00
12666174	7601	SEESAW LEARNING INC – Other Services	\$14,850.00
12666175	7609	SEVILLE CLASSICS INC – Materials/Supplies	\$7,199.91
12666176	3743	SHRED-IT USA – FRESNO – Services	\$359.75
12666177	1374	SMART & FINAL STORES (HFD DO) – Materials/Supplies	\$49.71
12666178	1392	SOUTHERN CALIFORNIA EDISON CO. – Utilities	\$34,956.02
12666179	1403		\$10,638.60
12666180	4381	STANISLAUS FOUNDATION – DENTAL – Health/Welfare Benefits	\$88.49
		STAPLES - BUSINESS ADVANTAGE – Materials/Supplies	
12666181	7743	JONATHAN STEVENS – Reimburse-Other Services	\$25.00 \$1.531.25
12666182	4114	TULARE COUNTY OFFICE OF EDUCATION – Other Services	\$1,531.25 \$1,271.04
12666183	1519	UNITED LABORATORIES INC. – Materials/Supplies	\$1,371.94
12666184	1521	UNITED REFRIGERATION INC. – Materials/Supplies	\$502.40
12666185	2653	VALLEY OXYGEN – Materials/Supplies	\$85.36
12666186	6943	WEST VALLEY SUPPLY – Materials/Supplies	\$548.10

## Warrant Register For Warrants Dated 08/06/2021

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Warrant Number	Vendor Number	Vendor Name	Amount
12666187	7170	WEVIDEO INC. – Other Services	\$299.00
12666188	7605	ZOOM VIDEO COMMUNICATIONS INC - Other Services	\$6,700.00

**Total Amount of All Warrants:** 

\$335,285.05

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## Credit Card Register For Payments Dated 08/06/2021

Page 1 of 1 8/6/2021 8:11:13AM

<b>Document Number</b>	Vendor Number	Vendor Name	Amount
14031439	82	ASCD – Other Services	\$14,280.00
14031440	1839	ATLAS PEN & PENCIL CORP. – Materials/Supplies	\$477.15
14031441	4276	LEARNING A-Z – Other Services	\$67,795.75
14031442	1802	MEDALLION SUPPLY – Materials/Supplies	\$198.41
14031443	1071	ORIENTAL TRADING CO. INC Materials/Supplies	\$714.08
14031444	2524	ROCHESTER 100 INC. – Materials/Supplies	\$1,758.20
14031445	3849	SCHOLASTIC BOOK CLUBS – Books	\$319.37
14031446	1326	SCHOOL SERVICES OF CALIF. INC Travel/Conference	\$230.00
14031447	5294	WEST MUSIC COMPANY – Materials/Supplies	\$107.94
14031448	1637	WOODWIND & BRASSWIND - Materials/Supplies	\$34.31

**Total Amount of All Credit Card Payments:** 

\$85,915.21

## Warrant Register For Warrants Dated 08/11/2021

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8/13/2021 7:36:23AM

Warrant Number	Vendor Number	Vendor Name	Amount
12666394	1393	GAS COMPANY – Utilities	\$901.08

**Total Amount of All Warrants:** 

\$901.08

## Warrant Register For Warrants Dated 08/13/2021

Page 1 of 2

8/13/2021 7:36:46AM

Warrant Number	Vendor Number	Vendor Name	Amount
12666486	4566	ALLIED STORAGE CONTAINERS – Richmond Modernization	\$273.49
12666487	6934	BLANCA ALVARADO-CABRERA – Reimburse-Materials/Supplies	\$12.36
12666488	6431	AMAZON.COM - Materials/Supplies, Books, Warehouse Inventory	\$2,267.40
12666489	59	ARAMARK UNIFORM & CAREER – Services	\$3,185.56
12666490	7167	AVERIE GRACE DESIGNS – Materials/Supplies	\$1,455.20
12666491	4119	KRISTINA BALDWIN – Reimburse-Materials/Supplies	\$48.46
12666492	7399	BIMBO BAKERIES USA – Food Services-Food	\$135.20
12666493	1667	CDW GOVERNMENT INC. – Materials/Supplies	\$24,935.63
12666494	6964	CENTRAL VALLEY PRINT SOLUTIONS – Materials/Supplies	\$1,805.86
12666495	7694	COLIMA RESTAURANT INC – Materials/Supplies	\$495.62
12666496	7171	CONN DOORS – Services/Repair	\$13,741.42
12666497	387	CSBA – Travel/Conference	\$5,950.00
12666498	405	DASSEL'S PETROLEUM INC. – Materials/Supplies	\$3,725.43
12666499	405	DASSEL'S PETROLEUM INC Food Services-Materials/Supplies	\$148.70
12666500	4815	DIGITECH INTEGRATIONS INC – Other Services	\$720.00
12666501	4512	DIV. OF STATE ARCHITECT – Woodrow HVAC	\$4,451.70
12666502	5786	DOCUMENT TRACKING SERVICES - Other Services	\$243.27
12666503	486	KENNY EGGERT – Other Services	\$36,000.00
12666504	3682	FASTENAL – Materials/Supplies	\$12,114.08
12666505	1393	GAS COMPANY – Utilities	\$147.79
12666506	591	GOLD STAR FOODS – Food Services-Food	\$767.45
12666507	3656	HANFORD AUTO & TRUCK PARTS – Materials/Supplies	\$425.96
12666508	632	CITY OF HANFORD – Utilities	\$39,025.52
12666509	5855	HOBBY LOBBY – Materials/Supplies	\$591.10
12666510	2188	THE HOME DEPOT PRO – Materials/Supplies	\$1,125.91
12666511	5264	HOUGHTON MIFFLIN HARCOURT – Textbooks	\$4,429.42
12666512	778	KEENAN & ASSOC. MED. EYE SERV Health/Welfare Benefits	\$10,131.03
12666513	1783	KELLER MOTORS – Materials/Supplies	\$69.80
12666514	7457	KG COMMUNICATIONS INC Other Services	\$1,174.45
12666515	3962	KINGS COUNTY GLASS – Services/Repair	\$395.63
12666516	801	KINGS COUNTY MOBILE LOCKSMITH – Services/Repair	\$503.28
12666517	796	KINGS COUNTY OFFICE OF ED – Other Services	\$23.55
12666518	808	KINGS WASTE & RECYCLING – Utilities	\$154.92
12666519	808	KINGS WASTE & RECYCLING – Utilities	\$245.60
12666520	986	LAWNMOWER MAN – Materials/Supplies	\$466.53
12666521	7679	LEARNING WITHOUT TEARS – Materials/Supplies	\$805.14
12666522	7260	LOWE'S PRO SERVICES – Materials/Supplies	- \$1,792.66
12666523	912	MANGINI ASSOCIATES INC Solar Shade, Woodrow Reroof	\$59,538.50
12666524	7732	METLIFE SMALL MARKET – Health/Welfare Benefits	\$4,008.91
12666525	6693	NEWSELA – Other Services	\$51,150.00
12666526	1058	OFFICE DEPOT - Materials/Supplies, Warehouse Inventory	\$650.10
12666527	3905	ORANGE COUNTY DEPT OF ED – Travel/Conference	\$800.00
12666528	1074	OUTDOOR CREATIONS INC. – Materials/Supplies	\$37,183.58
12666529	5111	P & R PAPER SUPPLY COMPANY INC – Food Services-Materials/Supp	lies \$1,448.55
12666530	1168	PRODUCERS DAIRY PRODUCTS - Food Services-Food	\$341.62
12666531	1188	QUILL LLC – Warehouse Inventory	\$3,230.15
12666532	7428	R.V. NUCCIO & ASSOCIATES – Insurance	\$2,016.00
12666533	7346	RMA GEOSCIENCE INC. – Richmond Modernization	\$1,336.00

## Warrant Register For Warrants Dated 08/13/2021

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Warrant Number	Vendor Number	Vendor Name	Amount
12666534	5898	ANNELIESE ROA – Reimburse-Food	\$259.80
12666535	7415	SAN MATEO-FOSTER CITY – Membership Dues	\$847.91
12666536	1303	SAVE MART SUPERMARKETS - Food Services-Food	\$139.97
12666537	7582	SAVVAS LEARNING COMPANY LLC - Other Services	\$1,440.00
12666538	1327	SCHOOL SPECIALTY LLC – Warehouse Inventory	\$3,221.06
12666539	3131	SHERWIN-WILLIAMS CO – Materials/Supplies	\$660.61
12666540	7644	SIERRA SANITATION INC – Services/Repair	\$677.11
12666541	1356	SILVAS OIL COMPANY INC. – Materials/Supplies	\$581.43
12666542	1367	SISC III – Health/Welfare Benefits	\$586,375.50
12666543	1801	SMART & FINAL STORES (HFD KIT) - Food Services-Food	\$267.18
12666544	2031	SOUTHWEST SCH & OFFICE SUPPLY - Warehouse Inventory	\$11,169.70
12666545	7673	STEPHEN L. HAHN INSPECTIONS - Richmond Modernization	\$4,350.00
12666546	1444	SYSCO FOODSERVICES OF MODESTO - Food Services-Food	\$38,114.13
12666547	1466	TERMINIX INTERNATIONAL – Services	\$432.00
12666548	7744	SUSAN VARGAS - Food Services-Refund	\$7.40
12666549	1603	WESTERN BUILDING MATERIALS – Materials/Supplies	\$940.58
12666550	1655	ZANER-BLOSER INC. – Materials/Supplies	\$333.15
12666551	6435	ZOHO CORP – Other Services	\$1,511.10

**Total Amount of All Warrants:** 

\$987,017.16

## Credit Card Register For Payments Dated 08/13/2021

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8/13/2021 7:37:06AM

<b>Document Number</b>	Vendor Number	Vendor Name	Amount
14031470	273	CASBO – Travel/Conference	\$1,185.00
14031471	5747	CRISIS PREVENTION INSTITUTE (C – Membership Dues	\$600.00
14031472	415	DELRAY TIRE & RETREADING INC Services/Repair	\$1,195.63
14031473	509	EWING IRRIGATION PRODUCTS - Materials/Supplies	\$745.59
14031474	4276	LEARNING A-Z – Other Services	\$432.00
14031475	1002	MORGAN & SLATES INC Materials/Supplies	\$151.07

**Total Amount of All Credit Card Payments:** 

\$4,309.29

### Hanford Elementary School District Minutes of the Regular Board Meeting August 11, 2021

Minutes of the Regular Board Meeting of the Hanford Elementary School District Board of Trustees on August 11, 2021 at the District Office Board Room, 714 N. White Street, Hanford, CA.

Call to Order

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

Present

**HESD Managers** Joy C. Gabler, Superintendent, and the following administrators were present: Doug Carlton, David Endo, Lucy Gomez, Jaime Martinez, Karen McConnell, William Potter, Jill Rubalcava and Jay Strickland.

#### **CLOSED SESSION**

**Closed Session** Trustees adjourned to closed session at 5:30 for the purpose of: Public Employee Discipline/Dismissal/Release (GC 54957)

**Open Session** 

Trustees returned to open session at 5:52 p.m.

Labor **Negotiators**  During the closed session, the Board too action to approve a Resignation Agreement regarding permanent certificated Employee Number 13443 effective July

30, 2021. The motion carried by the following roll call vote:

Garcia: Yes Garner: Yes Hernandez: Yes Revious: Yes Strickland: Yes

The motion carried by a vote of 5 to 0.

### PRESENTATION, REPORTS AND COMMUNICATIONS

### **Public Comments**

Erika Dsouza, teacher at MLK, stated "I am here to speak about two things. One is the new drape attached to the face shield. Where does it come from and what is the thinking behind it? I was told I have to wear one given by the district. It makes me feel more claustrophobic than a mask does. Superintendent Gabler stated 'is the new guidance the District must follow through CDC and Cal/OSHA". Erika then asked "if there's any rule that says is has to be a certain length? It's not practical when I teach, and it feels like a punishment for those with medical exemptions. Assistant Superintendent Jaime Martinez stated, "It's not appropriate to talk about individual situation in this forum, but it is a guidance from Cal/OSHA if an employee has an exception to the mask, they must wear a shield with an attachment". Erika asked, "Can there be a consideration for teachers with exemption because they are very restricted? The second thing is regarding the new mandate for educators to get vaccinated or get tested every week. I think it is a ridiculous mandate and I

don't want to do either. I know LA Unified and California Department of Correction are currently doing oral testing or a spit test. If employees absolutely have to, I am asking for the least restrictive test and stretch out how often we have to get tested. Also, if it can be done during work hours".

An unidentified female stated, "I am in representation of 'unmask our kids group'. There is a lot of evidence that those test swaps are covered in ethanol oxide that causes cancer. It is dangerous to be requiring testing. The vaccine, there are no long-term studies on those. It is still an experiment. It's like putting barb wire in your body. Many people are in the hospitals from blood clots, heart attacks and strokes from those vaccines, it is off the charts. This Delta variant that is all over the news is nothing more than hay fever or a sinus infection. In September 2020, Reedley school had all their students tested for antibodies, 58% percent had COVID antibodies. Those are long lasting antibodies. The people that got SARS in 2003 still have antibodies, people that had Spanish Flu in 1918 still have antibodies. Everyone has been exposed too COVID or has antibodies, everyone is covered. Mask don't prevent anything, CDC did a study last summer, they asked people that had positive cases if they had worn a mask, 95% of people said yes, 14% said often and 1% percent said never. People touch their masks million times a day, it is a germ bacterial petri dish. Little kids with mask walk around with their head down, all these children trying to learn English as a second language with the mask, the numbers are going down. Teenagers and kids are depressed, it's horrendous what is going on. There will always be diseases. Our bodies are design to fight diseases. Dr Fauci said in March of 2020 the micron is too mall to be stopped by a mask. The mask is nothing but theater. It gives fear".

An unidentified male stated, "In no time in history has the mask ever been used to beat a virus. Masks don't work. If that was the case, we would be masked during flu season. It is stupid and it makes no sense to be using them now. You guys are here to protect our kids while at school and you are doing nothing but hurting them. You need to fight back against guidelines and follow the science. Science does not say masks work."

Nichole Perri, mother to 3 boys, stated "I home school my children but I am here to advocate for many people that I love that have their children in the public school system. Thank you for taking the time to listen to us. My findings raise significant concern both medically and legally regarding the current mask policy in place. Masks are medical devices covered by health and safety code section 109920 and the combination of masks upon the person along with contact tracing and health screening for medical experiments that require full consent under the law. Masks are ineffective and potentially harmful and can only be authorized to be used by US food and drug administration for emergency authorization. Promoting the use of mask is illegal and anyone asked to use it has to know the right to refuse to use it as stated in the 21USD Section 360BBB. Unvoluntary masking is unlawful. It restricts breathing which is one of the corner stone principles of right principles of the United states. The right to breath is fundamental and basic to all life. California education code section 4900528 prohibits the use of an item to block pupils' airways or impairs the pupils' respiratory capacity. Science is clear masks offer no

protection against virus size particles or small aerosol. The CDC website states surgical masks do not catch all harmful particles. Wearing a mask to prevent catching SARS Cov-2 or Influenza is like throwing sand through a chain fence. There was study done to see if mask wearers protected them from Corona virus, the study found mask wearing did not reduce catching the virus. The CDC shows the K-12 mortality rate from or with COVID is .00003. Since children have the lowest death rate from COVID asking them to wear a face covering is difficult to justify. Anthony Fauci was clear that in the history of airborne viruses' asymptomatic transmission is never the driver of outbreaks, the driver of outbreaks is always a symptomatic person".

An unidentified female stated, "I am here to speak upon my children. I have recently had two children in your school district. My middle child is going to be a freshman in high school. He is suffering from anxiety and high blood pressure. Things that he had none of before this COVID hit. I implored you as a school district to really think hard about our children. In January, I addressed this board in a public comment about having our children come back to in person instruction. One board member said, 'one child's death is too many'. Where do we stop these mandates? What will be next? Will you mandate you teachers to get vaccinated? Will you mandate the kids of this district? What about the deaths that can occur from that, will those deaths be on your hands as well? Will you think about that? As these mandates continue and continue, think about the children and the suicide rates that have gone up. I am here advocating for my child that I birthed. I have the choice no one else and it will by my right to vaccinate. I really need the school board that has been appointed by King's County to really think about the mandates that you are enforcing upon your students. I am the healthiest I've ever been. Not because of a mask. Because I am taking care of myself. How far will this go before you have empty seats for those children when parents have had enough of the mandates that going on across the state. Think about that".

Heather Perreira stated, "My children have grown up in HESD. My son is an 8<sup>th</sup> grader at Woodrow Wilson. It is my duty as a parent to research and question everything, which I do and have done during this pandemic. Lucky for me I have a medical background and can decide for valid studies and valid science, which you will not find coming from the CDC and the CDPH. Their recommendations and quidelines are not only wrong but with the mask mandates and mandating this new experimental gene therapy, they are dangerous. By all means, if someone want to send their child to school in a mask, then they should be able to. If they have a mask on why should they care if my child doesn't. If they really work, how people believe, then it wouldn't matter. If any of the recommendations coming from these organizations worked, we wouldn't be back at square one and this pandemic would be over. The CDC has now turned into a political organization rather a science driven organization. Our founding father Thomas Jefferson once said, 'there is no justification taking away one's freedom in the guise of public safety, that is exactly was is happening here. Our freedoms are taken away under this umbrella of public safety. Now we need to ask the question, what is the consequences of these mandates? None of those in power have ever asked that. We know that children are not harmed from COVID, but we do know that children are harmed and often

severely from masks. We have over a year to look at this, increased levels of anxiety, increased levels of depression with suicidal ideation, suicide, learning disorders, etc. In Florida, concerned mothers took their children's masks after wearing them for a few hours and sent them into a local lab and they discovered all kind of pathogenic disease causing organisms inside their mask. There was also a study out at JAMA pediatrics that looked at carbon dioxide as a result of just a few minutes of mask wearing in children. Of course, because they got so much pressure after making that article public, they had to pull it, but the facts are the facts, masks harm children. COVID does not harm children. I don't understand why we are doing this under no circumstance should we parents allow are children to be forced masks. Especially not for their constitutional right to attend public school. The forced mandates of masking children should be equivalent to child abuse. It harms them and offers no benefit. We should not be doing it. According to report by the CDC beginning in April 2020 the proportion of children metal health related E.D. visits among all pediatrics E.D. visits increased and remained elevated through October. Compared with 2019, the proportion of metal health related visits for children age 5-11 and 12-17 years increase approximately 24% and 31% respectively. Number of traffic deaths in children, number of drowning deaths, number of suicide deaths in children, they all far exceed COVID, but we are not going crazy over that. And now the schools are also sending out information to parents regarding vaccines to protect a child again an illness that they aren't even at risk from. A brand-new experimental gene therapy with no long-term safety data makes absolutely no sense at all. Another problem when you vaccinate a child against a virus, is you take away the option of natural long lasting robust immunity. These mandates are not based on science they are based on power, they are based on politics and parents are sick and tired of it. We the parents should have the right to choose what does and does not go on our child's face. What does and does not go in our child's body. People wore the mask. They did the lock down. It's time to get our lives back. Are we really going to keep hiding from natural immunity for the rest of our lives?".

Ann Marie Paden stated, "I am a certified fertility care practitioner. I am here to support my children and stand up for them with all the people here. I've been going to these board meetings. I'm worried about how the board is operating. I've learned a few things. One, being that money seems to be one big reason why these mandates are being put in place. Because when the school doesn't mandate, the state will not fund them if they are not following the guidelines. The masks are completely not working to protect our children at all and people in general. I am not anti vax. I am an anti-vaccinating with something that has not been tried and tested. Specifically, as a practitioner, the women who I treat are at risk. This will hurt their fertility, this can make them infertile, it has an increased number of miscarriages. Beware, this has not been tested at all. And now the state is requiring it of our educators. When I attended the first board meeting, I said how far will the district go? First is mandating mask, today they are mandating vaccines. So, what will it be tomorrow? I am hoping and pleading with this district please listen to what the parents are saying. I know you might feel like your hands are tied and you can't do anything, but I want to know that you are fighting. I want to see that you are going against the state. That you are questioning the CDHP. They are letting

everyone else tell them what to say. For instance, there is no media standing outside trying to get all the parents who are worried about this mask. I haven't seen any media presence around the different district meetings I have attended. Because I'm not sure the public or the State or the media is allowed to actually be publishing or letting it be known that the parents are upset about this. I think they would like everyone to believe that we are just going along with it. This is very concerning. I work with doctors whom I know are willing to leave their job because they will not get this vaccine. That should be speaking to everyone. A doctor I spoke with just yesterday said her entire staff will leave and she will have to find somewhere else besides Adventist Health to work because they are mandating it. I am trying to understand how you can justify not at least fighting. Clovis fought, they might not have gotten very far but I want to see that you are doing it. As a concerned parent I want to hear that you are hearing our concerns and the medical professionals. Who is leading CDHP? Where are they getting this information? Because I can give you medical doctors that can say the mask is not working, the vaccine is too new to be trusted. There are medical people on that end too, but we are not hearing them. For the woman in this room, your children, your daughters, please, this is way too soon. Yes, my children have some vaccinations that I have researched and studied and found to be okay. I am the parent. Ultimately it is my choice, I can choose. There are times where I tell my student to wear a mask in classroom but that's my choice, I don't want it to be mandated. That's different, that is taking away my constitutional right as a parent to decide for my child what is best. Then you don't have to worry about the legalities of being sued because their child passed out because they have asthma. You don't have worry about a parent deciding not to send them to the public-school cause you won't get the money for them. Please listen to what we are saying. Fight for our children".

Travis Paden stated "I am an employee with Hanford Elementary School District. I normally don't wear a mask but because I work here and out of respect for the rule, I am wearing a mask. I've been teaching here for 25 years. I have enjoyed an amazing career. I am tremendously blessed to have learned so much from peers and students. I understand where the district feels they have their hands tied. I know it is tied to money and certain requirements that you have to go through. What I am asking from you when we have COVID like symptoms in our District, student that have asthma and are coughing and they get sent home for COVD like symptoms, we have the requirement that they have to go away and to come back they have to have a COVID test. There is a lot of anxiety among the community and parents. Report back at the end of the year when you know how many COVID like symptom cases where were actual COVID positive and negative. It important to be transparent with that information and the data. I don't believe it's happening, but I could be wrong. To help ease the anxiety, ease the fear among parents and students. Today I took the students out to P.E. and we were walking around, and a student was having a hard time and I said, "you are 20 feet away from anybody and you are outside." He said, "I have to, I have to keep it on." I see that fear and I just really want additional information they can give out to the parents to ease this high tension in the community".

An unidentified female added, "I spent a year as an ambassador at Kaweah Delta Hospital in Visalia. I was in all the calls with the CEO and people from different departments. Of course, all year once a week we were talking about COVID. The State of California has been doubling cases, probably quadrupling county cases. The valley nursing home every Friday have to get COVID tested. We have a patient in there. Now we have a positive case, next week they get tested again, still COVID now we have another positive case. The following week they get tested again, now we have 3 cases. Both Kaweah Delta and Tulare County has said that on call. Its public record. Those PCR test, the World Health Organization said they produce 87% false positive. Those PCR test can have a positive from someone who has had COVID 60-90 days ago. Now you are pulling someone out of school, out of work, it's been happening for the last 18 months. That is why the CDC has announced they are discontinuing those PCR test at the end of the year because it is not distinguishing between influenza. Did you notice there was no influenza over the last 18 months? It's because no one was testing for it. Everything was COVID, whether it was a sinus infection, everything was COVID. All of these things have brought us to where we are. It's all been based on a deck of cards of nonsense. There is no science behind any of this. You have young teachers here that want to have babies. Sterilization is a huge possibility if you make them get a vaccine. A lot of women who have gotten the vaccine while pregnant have miscarried their babies".

Carla Sorris stated, "I am your average unemployed parent. I was an Instructional Aide at Frontier Elementary. When this first all started a face shield wasn't an option, so I didn't even put in my two weeks. I had no choice but to quit. Returning to school was not an option. However, it has now come to my attention because I put her at Monroe school, it says you have to be six feet apart but why are we sending our kids back to school now without 6 feet apart? Aren't they supposed to be social distancing, why aren't they? Superintendent Gabler answered "that is guidance from the CDHP that was released on July 9th. The masking that is in place for kids, takes away the distancing requirement that was in place previously. The new guidance indicated that with studeents masking the distancing is not required and there is now a modified quarantine". Carla continued, "I've never worn the mask I caught it back in December. I just don't think those mask work. I'm speaking for myself. Half the times you go to the store, the germs are in your hands".

An unidentified female stated, "I have 5 children, 4 are school aged. They attend Lemoore but I am here to support all of you in Hanford. We just want mask choice. We understand the predicament that you are in. Certain guidelines that you have to follow but what I have seen other schools do. I won't mention names, they have not enforced the rule. They let the student know the rule, they will provide them with a mask, if they choose to put it on, it is the child's choice but there no punishments because you are not legally allowed to punish our children for not complying with something like this. You are not legally allowed to suspend or scold or expel our children for not complying with this rule. That what we want. We understand where you are at, we understand that it's a financial and insurance

liability for you. Don't make a public statement just disseminate that information to your teachers. That they are not to confront our children".

President Garcia thanked the attendees for coming to the meeting and sharing their concerns.

## **Board and Staff** None **Comments**

# Requests to Address the Board

None

### Dates to Remember

President Garcia reviewed dates to remember: Jefferson Back-to-School Night – August 12<sup>th</sup>; Picture Day-DO & TRC – August 17<sup>th</sup>; JFK & WW Back-to-School Night – August 19<sup>th</sup>; Regular Board Meeting – August 25<sup>th</sup>; Elementary Back- to-School Night – August 26<sup>th</sup>.

### **CONSENT ITEMS**

Trustee Revious made a motion to take consent items "a" through "d" together. Trustee Garner seconded; motion carried 5-0:

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

Trustee Revious then made a motion to approve consent items "a" through "d". Trustee Garner 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 June 18, 2021; June 25,2021; June 30, 2021; July 2, 2021; July 9, 2021; July 16, 2021; July 23, 2021 and July 30, 2021.
- b) Minutes of the Regular Board Meeting held on June 23, 2021 and Regular Board Meeting July 14, 2021
- c) Donation of \$1,000.00 from The Wonderful Company Foundation
- d) Donation of 400 backpacks from Dutch Reform Church for Monroe Elementary Students

### **PUBLIC HEARING**

**Public Hearing:** At 6:46 p.m. President Garcia opened the Public Hearing: Board Policy and **BP/AR 6158** Administrative Regulation 6158 – Independent Study.

> Jill Rubalcava, Assistant Superintendent of Curriculum, presented the BP/AR 6158. She stated the purpose of this hearing is to align our Independent Study policy with the Assembly Bill 130 that requires school district to offer Independent Study. The District must address certain components to ensure the effectiveness of Independent Study. Some of the components listed on the policy are: minimum time for independent study is 3 days, longer term independent study is 15 days or more, and maximum time between an assignment given and when it is due is 10 days. The District is required to establish levels of unsatisfactory performance to trigger an evaluation on whether it's an appropriate placement for a student to be on Independent Study. New requirement for synchronous instruction: TK through 3<sup>rd</sup> grade students should have live instruction once a day, 4<sup>th</sup> through 8<sup>th</sup> grade should have daily live interactions and a weekly live lesson or instruction. When a parent requests to go back to in-person instruction there should be no more than a 5-day transition. The Administrative Regulation outlines the roles of the administrator and the teacher monitoring this information and procedures for reengagement.

Trustee Garner asked if the policy states not having more than 10% of the student population in Independent Study. Jill answered it speaks to the Community Day School population. Trustee Garner then asked if a parent is offered Independent Study but chooses not to do Independent Study what is the next step. Superintendent Gabler stated for example if a parent states his/her child will not wear a mask, independent study will be offered. If a parent refuses, there are online charter schools in Kings County the student will be referred to.

President Garcia called for questions from the public, and there being none the Public Hearing was closed at 6:53 p.m.

#### INFORMATION ITEMS

## **Update**

**HESD Start Year**a) Joy Gabler, Superintendent, presented for information the HESD Start Year Update. She stated the District will continue to adhere to the guidance from the California Department of Public Health. Guidelines include masking, removal of distancing in schools, removal of cohort scheduling, modified guarantine protocols for masked students and vaccine verification. County health officials have confirmed that all school districts must comply with guidance. Joy explained the modified guarantine for students that are masked and become a close contact with a positive case. The District will continue to require masks indoors but its optional for outdoors, it will continue to practice healthy hygiene habits, testing for COVID will be available on Wednesday at each school site, we will have larger cohort groups by grade, mitigation strategies will still be in place, the READY program will mirror school day protocol and extra-curricular activities will follow CDPH guidance. The COVID-19 Prevention Program had been updated to align with Cal/OSHA requirements. The District also has in

place the daily self-screening for staff and students. Per the guidance released today, by October 15, 201 districts will have to collect vaccine verification from all school employees and unvaccinated school workers will have to get tested every week. As of August 11<sup>th</sup>, our current enrollment number are 5,387 with 19 students in Independent Study.

Trustee Garner asked how many teachers are in Independent Study. Joy stated the District is currently using CDS teachers. Jaime added this was done since we didn't know what numbers would look like but after this week, we will have a better picture. Superintendent Gabler added that once district balancing takes place, teachers will be identified as Independent Study teachers for the year and CDS teachers will once again serve CDS students.

### **BOARD POLICIES AND ADMINISTRATION**

## 21

**Resolution #1-** a) Trustee Garner made a motion to adopt Resolution #1-21: Regarding Absent Board Member Compensation. Trustee Revious seconded; motion carried 5-0:

> Garcia – Yes Garner - Yes Hernandez – Yes Revious - Yes Strickland - Yes

### Consolidated Application – **Funding Categorical Aid Programs**

b) Trustee Revious made a motion to approve the Consolidated Application for Funding Categorical Aid Programs (Summer 2021 Release for the 2021-2022 School Year). Trustee Garner seconded; motion carried 5-0:

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

### MOU - TCOE Migrant

c) Trustee Revious made a motion to approve the Memorandum of Understanding to continue to work with Tulare County Office of Education/Migrant Program Region VIII Model B District. Trustee Hernandez seconded; motion carried 5-0:

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

### **BP/AR 6158**

d) Trustee Strickland made a motion to approve the following revised Board Policy and Admirative Regulation 6158 – Independent Study. Trustee Hernandez seconded; motion carried 5-0:

Garcia – Yes Garner - Yes Hernandez – Yes Revious - Yes

Strickland – Yes

### **PERSONNEL**

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

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

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

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

The following items were approved:

### Item "a"-**Employment**

## Certificated

- Paul Delatorre, Vice Principal, Wilson Probationary, effective 7/27/21 Classified
  - Ashley Acle, Food Service Worker II 2.5 hrs., Wilson, effective 8/9/21
  - Kolbi Adams, READY Program Tutor 4.5 hrs., Monroe, effective 8/5/21
  - Jessica Bravo, Educational Tutor 4.5 hrs., Richmond, effective 8/10/21
  - Cassandra Bustamante, Dispatcher 8.0 hrs., Transportation, effective 7/27/21
  - Ashley Elick, READY Program Tutor 4.5 hrs., Simas, effective 8/5/21
  - Michelle Gonzales, Special Educational Aide 5.0 hrs., Richmond, effective 8/10/21
  - Roxanna Gutierrez, Licensed Vocational Nurse (Bilingual) 8.0 hrs., Richmond, effective 8/4/21
  - Sierrah Heugly, Educational Tutor 4.5 hrs., Lincoln, effective 8/10/21
  - Jose Ibanez, READY Program Tutor 4.5 hrs., Richmond, effective 8/5/21
  - Veronica Leach, Food Service Worker I 3.25 hrs., Hamilton, effective 8/9/21
  - Guadalupe Lopez, Educational Tutor 4.5 hrs., King, effective 8/10/21
  - Vanessa Navarro, READY Program Tutor 4.5 hrs., Monroe, effective 8/5/21
  - Esmeralda Torres-Gonzalez, Yard Supervisor 3.5 hrs., Roosevelt, effective 8/10/21
  - Alison Vidal, Special Education Aide 5.0 hrs., Monroe, effective 8/10/21
  - Ashlyn Vidana, READY Program Tutor 4.5 hrs., Simas, effective 8/5/21
  - Joshua Wiley, READY Program Tutor 4.5 hrs., King, effective 8/5/21

### Temporary Employees/Substitutes

- Vanessa Chavez, Substitute Yard Supervisor, effective 8/10/21
- Cindy Lara, Substitute Yard Supervisor, effective 8/10/21

- Jenny Rodriguez, Substitute Yard Supervisor, effective 8/10/21
- Victoria Tafolla, Substitute Yard Supervisor, effective 8/10/21

### **"b" –** Voluntary Transfers

Item "b" - \
Certificated
Transfers/Reass
gnments/Reinst
tements, effectiv
8/05/21

- Crystal Avila, from Kindergarten Teacher Roosevelt, to Kindergarten Teacher Hamilton
- Gina Carinalli-Barnes, from 4th Grade Teacher Richmond, to 2nd Grade Teacher Hamilton
- Timerie Correia, from 2nd Grade Teacher MLK, to 4th Grade Teacher Monroe
- Katelyn Cruse, from 5th Grade Teacher Roosevelt, to 3rd Grade Teacher Roosevelt
- Jacquelyn Doyel, from 8th Grade Math/Science Teacher JFK, to 7th Grade ELA/Social Studies Teacher Wilson
- Erin Franklin, from 5th Grade Teacher Washington, to 3rd Grade Teacher Richmond
- Anjali Fry, from 6th Grade Teacher MLK, to 8th Grade Teacher Jefferson
- Joann Graham, from Induction Coach, to 4th Grade Teacher Richmond
- Lupe Hernandez, from 2nd Grade Teacher Hamilton, to Kindergarten Teacher Roosevelt
- Lindsay Howell, from 6th Grade Teacher MLK, to 6th Grade Teacher Washington
- Kellie Jones, from 4th Grade Teacher Washington, to 7th Grade Math/Science Teacher, JFK
- Brittney Juarez, from 2nd Grade Teacher MLK, to 2nd Grade Teacher Monroe
- Kristy Kairis, from 4th Grade Teacher MLK, to 2nd Grade Teacher MLK
- Shannon Loewen, from 4th Grade Teacher Richmond, to Kindergarten Teacher Richmond
- Amanda Martin, from Counselor JFK, to Counselor Washington
- Anastasia Prisaznik, from 1st Grade Teacher Washington, to 1st Grade Teacher Simas
- Veronica Reynoso, from 3rd Grade Teacher Jefferson, to 4th Grade Teacher MLK
- Jaimie Richmond, from 5th Grade Teacher Richmond, to 6th Grade Teacher Washington
- Maria Rosales, from 2nd Grade Teacher Simas, to 5th Grade Teacher MLK
- April Silva, from 7th Grade Math/Science Teacher JFK, to 7th Grade Math/Science Teacher Wilson

### Reinstatements

- Alicia Aleixo, from Transitional Kindergarten/Kindergarten Combination Class Teacher Roosevelt, to Transitional Kindergarten Teacher Simas
- Alicia Arthur, from Transitional Kindergarten/Kindergarten Combination Class Roosevelt, to Kindergarten Teacher, Roosevelt
- Olivia Gonsalves, from 2nd/3rd Grade Combination Class Hamilton, to 3rd Grade Teacher Hamilton
- Katie Heugly, from Transitional Kindergarten/Kindergarten Combination Class Teacher Roosevelt, to Transitional Kindergarten Teacher Roosevelt
- Lisa Hinojos, from Transitional Kindergarten/Kindergarten Combination Class Teacher Lincoln, to Transitional Kindergarten Teacher Lincoln

- Jaqueline Huerta, from Transitional Kindergarten/Kindergarten Combination Class Teacher MLK, to Kindergarten Teacher MLK
- Rhonda Ieronimo, from Transitional Kindergarten/Kindergarten Combination Class Teacher Monroe, to Transitional Kindergarten Teacher Monroe
- Maureen Kuiper, from 5th/6th Combination Class Teacher Hamilton, to 6th Grade Teacher, Hamilton
- Elizabeth Mederos, from 4th/5th Combination Class Teacher Simas, to 5th Grade Teacher, Simas
- Megan Munro, from 7th Grade Math/Science Wilson, to 6th Grade Simas
- Patricia Rodriguez, from Transitional Kindergarten/Kindergarten Combination Class Teacher Simas, to Kindergarten Teacher Simas
- Tracy Ryan, from Transitional Kindergarten/Kindergarten Combination Class Hamilton, to Transitional Kindergarten Teacher Hamilton
- Amanda Sewell, from Transitional Kindergarten/Kindergarten Combination Class MLK, to Transitional Kindergarten Teacher MLK

### Reassignment

- Charles Cole, from SDC Wilson, to RSP Wilson
- Sara Crisp, from SDC Roosevelt, to SDC Wilson
- Angel Hawkins, from SDC Richmond, to SDC JFK

### Item "c" – Promotion/ Transfer

- Yara Gutierrez, from Ready Program Tutor 4.5 hrs., Lincoln to READY Site Lead – 5.0 hrs., Roosevelt, effective 8/5/21
- Selina Valles, from READY Program Tutor 4.5 hrs., Richmond to READY Site Lead – 5.0 hrs., Washington, effective 8/5/21

### Item "d" — Voluntary Demotion

 Ashley Welch, from READY Site Lead – 5.0 hrs., Jefferson to Special Education Aide – 5.0 hrs., Simas, effective 08/10/21

### Item "e" – Resignations

- Chandler Contente, Bus Driver 4.5 hrs., Transportation, effective 7/9/21
- Valerie Esparza-Lopez, READY Program Tutor 4.5 hrs., Jefferson, effective 6/4/21
- Marcelina Espino, Special Circumstance Aide 5.75 hrs., King, effective 6/4/21
- Joana Garcia Raya, READY Program Tutor 4.5 hrs., Roosevelt, effective 6/4/21
- Cynthia Gonzalez, Yard Supervisor 3.0 hrs., Simas, effective 6/4/21
- Ruth Hernandez, Licensed Vocational Nurse 6.0 hrs., Washington, effective 6/4/21
- Christina Jenkins, Yard Supervisor 1.5 hrs., Monroe, effective 6/4/21
- Guadalupe Lopez, Yard Supervisor 1.0 hr., Jefferson, effective 6/4/21
- KeAura Muldrow, Food Service Worker I 3.25 hrs., Lincoln, effective 6/4/21
- Selene Oakes, READY Program Tutor 4.5 hrs., Washington, effective 6/4/21
- Dana Parry, READY Program Tutor 4.5 hrs., Simas, effective 6/4/21
- Gayle Tackett, Educational Interpreter 6.5 hrs., Lincoln, effective 6/4/21

Item "f" - Nonpermanent Certificated Staff

 Certify Employment Status of Non-Permanent Certificated Staff for 2021-22 School Year (EC 44916)

### **FINANCIAL**

22

**Resolution #3-** a) Trustee Garcia made a motion to adopt Resolution #3-22: Budget Revisions – 45 Day Update. Trustee Revious seconded; motion carried 5-0:

> Garcia – Yes Garner - Yes Hernandez – Yes Revious - Yes Strickland – Yes

### **Lozano Smith Legal Contract**

b) Trustee Revious made a motion to approve the legal contract with Lozano Smith for the 2021-2022 fiscal year. Trustee Garner seconded; motion carried 5-0:

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

### Kings County Treasure's **Ouarterly** Compliance Report

c) Trustee Garner made a motion to approve the Kings County Treasurer's Quarterly Compliance Report. Trustee Strickland seconded; motion carried 5-0:

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

## Government Accounting

**Kings County's** d) Trustee Revious made a motion to approve the Kings County's Government Accounting Standard 31 Report. Trustee Hernandez seconded; motion carried 5-

0:

Standard 31 Report

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

### Surplus Items

e) Trustee Strickland made a motion to approve declaring items surplus. Trustee Garner seconded: motion carried 5-0:

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

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Adjournment	There being no further business, President p.m.	dent Garcia adjourned the meeting at 7:10
	Respectfully submitted,	
	Joy C. Gabler, Secretary to the Board of Trustees	
Approve		
	Robert Garcia, President	Lupe Hernandez, Clerk

No	A/D	Sch Pog'd	Homo Sch	Date
INU	A/U	Sch Req'd	Home Sch	Date
I-001	Α	Simas	Pioneer	8/16/2021
1-001	^	Siiiias	rioneer	8/10/2021
1-002	Α	King	Visalia	8/16/2021
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I-003	Α	King	Visalia	8/16/2021
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I-004	Α	Kennedy	Kit Carson	8/16/2021
I-005	Α	Hamilton	Riverdale	8/16/2021
I-006	Α	Hamilton	Pioneer	8/16/2021
I-007	Α	Wilson	Armona	8/16/2021
		)	<b>T.</b> L	0/45/2024
I-008	Α	Washington	Tulare	8/16/2021
I-009	Α	Simas	Pioneer	8/16/2021
1-009	A	Sillias	Pioneer	0/10/2021
I-010	Α	Kennedy	Visalia	8/16/2021
1010	Α	Remedy	Visana	0/10/2021
I-011	Α	Richmond	Visalia	8/16/2021
				1, 1,
I-012	Α	Monroe	Pioneer	8/16/2021
I-013	Α	Monroe	Armona	8/16/2021
I-014	Α	Monroe	Armona	8/16/2021
I-015	Α	Monroe	KRH	8/16/2021
. 046	_		L/DII	0/46/2024
I-016	А	Monroe	KRH	8/16/2021
I-017	Α	Monroe	Lemoore	8/16/2021
1-017	A	IVIOTITOE	Lemoore	8/10/2021
I-018	Α	Hamilton	Riverdale	8/16/2021
I-019	A	Roosevelt	Lakeside	8/16/2021
1-020	A	Roosevelt	Lakeside	8/16/2021
I-021	A	Kennedy	Pioneer	8/16/2021
I-022	Α	Hamilton	Pioneer	8/16/2021
I-023	А	Hamilton	Pioneer	8/16/2021
I-024	Α	Washington	Armona	8/16/2021
I-025	Α	Washington	Armona	8/16/2021
I-026	Α	Washington	Armona	8/16/2021
I-027	Α	Washington	Pioneer	8/16/2021
I-028	Α	Simas	Pioneer	8/16/2021

I-029	Α	Simas	Diopoor	9/16/2021
I-029	A	Hamilton	Pioneer Kit Carson	8/16/2021 8/16/2021
I-030	A	Kennedy	Pioneer	8/16/2021
I-031	A	-	Pioneer	8/16/2021
I-032	A	Kennedy Simas	Visalia	8/16/2021
	A		Visalia	
I-034		Simas		8/16/2021
I-035	A	Simas	Pioneer	8/16/2021
I-036	A	Simas	Pioneer	8/16/2021
I-037	A	Simas	Armona	8/16/2021
I-038	A	Simas	Armona	8/16/2021
I-039	A	Monroe	Pioneer	8/16/2021
I-040	A	Monroe	Lemoore	8/16/2021
I-041	A	Roosevelt	Pioneer	8/16/2021
I-042 I-043	A	Kennedy	Corcoran	8/16/2021
	A	Kennedy	Corcoran	8/16/2021
I-044	A	King	Lemoore	8/16/2021
I-045	A	Simas	Pioneer	8/16/2021
I-046	A	Washington	Pioneer	8/16/2021
I-047	A	Simas	Lemoore	8/16/2021
I-048	A	Hamilton	Armona	8/16/2021
I-049	A	Jefferson	Kit Carson	8/16/2021
1-050	A	Jefferson	Laton	8/16/2021
I-051	A	Jefferson	Laton	8/16/2021
I-052	A	Jefferson	Lemoore	8/16/2021
I-053	A	Richmond	Lemoore	8/16/2021
I-054	A	Hamilton	Fowler	8/16/2021
I-055	A	Kennedy	Kingsburg	8/16/2021
I-056	A	Hamilton	Kingsburg	8/16/2021
I-057	A	Washington	Pioneer	8/16/2021
I-058	A	Wilson	Pioneer	8/16/2021
1-059	A	Monroe	Pioneer	8/16/2021
1-060	A	Jefferson	Lemoore	8/16/2021
I-061	Α	Wilson	Pioneer	8/16/2021
1-062	Α	Jefferson	Fowler	8/16/2021
I-063	Α	Jefferson	Pioneer	8/16/2021
I-064	Α	Wilson	Pioneer	8/16/2021
I-065	Α	Washington	Pioneer	8/16/2021
I-066	Α	Kennedy	Lemoore	8/16/2021
I-067	Α	Richmond	Lemoore	8/16/2021
I-068	Α	Monroe	KRH	8/16/2021
I-069	Α	Monroe	KRH	8/16/2021
I-070	Α	Monroe	KRH	8/16/2021
I-071	Α	Jefferson	Visalia	8/16/2021
I-072	Α	Jefferson	Pioneer	8/16/2021
I-073	Α	Jefferson	Laton	8/16/2021
I-074	Α	Simas	Lemoore	8/16/2021
I-075	Α	Hamilton	Armona	8/16/2021

I-076	Α	Kennedy	Armona	8/16/2021
I-077	A	Hamilton	Armona	8/16/2021
I-078	A	Hamilton	Armona	8/16/2021
I-079	A	Richmond	Armona	8/16/2021
1-080	A	Richmond	Armona	8/16/2021
I-081	A	Richmond	Armona	8/16/2021
1-082	A	Richmond	Armona	8/16/2021
I-082	A	Richmond	Armona	8/16/2021
I-084	A	Richmond	Armona	8/16/2021
I-085	A	Richmond	Armona	8/16/2021
I-086	A	Lincoln	Armona	8/16/2021
I-087	A	King	Armona	8/16/2021
I-088	A	King	Armona	8/16/2021
I-089	A	King	Armona	8/16/2021
I-090	A	King	Armona	8/16/2021
I-091	A	King	Armona	8/16/2021
I-092	A	Simas	Armona	8/16/2021
I-093	A	Jefferson	Armona	8/16/2021
I-094	A	Simas	Armona	8/16/2021
I-095	A	Simas	Armona	8/16/2021
I-096	A	Lincoln	Armona	8/16/2021
I-097	A	Monroe	Armona	8/16/2021
I-098	A	Monroe	Armona	8/16/2021
I-099	A	Lincoln	Lakeside	8/16/2021
I-100	A	Lincoln	Lakeside	8/16/2021
I-101	A	Simas	Armona	8/16/2021
I-102	Α	Simas	Armona	8/16/2021
I-103	Α	Wilson	Armona	8/16/2021
I-104	Α	Simas	Armona	8/16/2021
I-105	Α	Lincoln	Armona	8/16/2021
I-106	Α	Lincoln	Armona	8/16/2021
I-107	Α	King	Armona	8/16/2021
I-108	Α	Lincoln	Kit Carson	8/16/2021
I-109	Α	King	Armona	8/16/2021
I-110	А	King	Armona	8/16/2021
I-111	Α	King	Armona	8/16/2021
I-112	Α	Hamilton	Kit Carson	8/16/2021
I-113	А	Hamilton	Kit Carson	8/16/2021
I-114	А	Kennedy	Kit Carson	8/16/2021
I-115	А	Simas	Pioneer	8/16/2021
I-116	А	King	Armona	8/16/2021
I-117	Α	King	Armona	8/16/2021
I-118	А	Kennedy	Armona	8/16/2021
I-119	Α	Lincoln	Armona	8/16/2021
I-120	А	Lincoln	Armona	8/16/2021
I-121	Α	Lincoln	Lakeside	8/16/2021
I-122	Α	Kennedy	Pioneer	8/16/2021

I-123	D	Monroe	Corcoran	0/16/2021
I-123	D	Monroe	Corcoran	8/16/2021 8/16/2021
I-124	D	Monroe	Corcoran	8/16/2021
I-125	A	Washington	Pioneer	8/16/2021
I-120	A	Simas	Pioneer	8/16/2021
I-127	A	Wilson	Pioneer	8/16/2021
I-128	A	Jefferson	Armona	8/16/2021
I-129	A	Roosevelt	Lemoore	8/16/2021
I-131	A	Monroe	Pioneer	8/16/2021
I-132	A	Lincoln	Kit Carson	8/16/2021
I-133	A	Hamilton	Lakeside	8/16/2021
I-134	A	Lincoln	Pioneer	8/16/2021
I-135	A	Kennedy	Pioneer	8/16/2021
I-136	A	Simas	Armona	8/16/2021
I-138	A	Kennedy	Laton	8/16/2021
I-139	A	Richmond	Armona	8/16/2021
I-140	A	Roosevelt	Lemoore	8/16/2021
I-141	A	Hamilton	Kit Carson	8/16/2021
I-142	A	Hamilton	Kit Carson	8/16/2021
I-143	A	Hamilton	Kit Carson	8/16/2021
I-144	А	Hamilton	Lakeside	8/16/2021
I-145	А	Hamilton	Armona	8/16/2021
I-146	А	Kennedy	Armona	8/16/2021
I-147	А	Kennedy	Kit Carson	8/16/2021
I-148	А	Kennedy	Lakeside	8/16/2021
I-149	А	Kennedy	Kit Carson	8/16/2021
I-150	А	Kennedy	Kit Carson	8/16/2021
I-151	А	Kennedy	Visalia	8/16/2021
I-152	А	Kennedy	Armona	8/16/2021
I-153	А	Kennedy	Armona	8/16/2021
I-154	Α	Simas	Armona	8/16/2021
I-155	Α	Kennedy	Lakeside	8/16/2021
I-156	Α	Lincoln	Lakeside	8/16/2021
I-157	Α	Kennedy	Pioneer	8/16/2021
I-158	Α	Richmond	Pioneer	8/16/2021
I-159	А	Richmond	Pioneer	8/16/2021
I-160	А	Richmond	Avenal	8/16/2021
I-161	А	Lincoln	Armona	8/16/2021
I-162	А	Lincoln	Armona	8/16/2021
I-163	Α	King	Pioneer	8/16/2021
I-164	A	King	Pioneer	8/16/2021
I-165	A	King	Armona	8/16/2021
I-166	A	King	Pioneer	8/16/2021
I-167	A	King	Pioneer	8/16/2021
I-168	A	King	Pioneer	8/16/2021
I-169	A	Monroe	Lemoore	8/16/2021
I-170	Α	Monroe	Lemoore	8/16/2021

I-171	Α	Roosevelt	Armona	8/16/2021
I-172	Α	Roosevelt	Armona	8/16/2021
I-173	Α	Simas	Pioneer	8/16/2021
I-174	Α	Washington	Pioneer	8/16/2021
I-175	Α	Washington	Pioneer	8/16/2021
I-176	Α	Washington	Pioneer	8/16/2021
I-177	Α	Washington	Pioneer	8/16/2021
I-178	Α	Washington	Armona	8/16/2021
I-179	Α	Wilson	Armona	8/16/2021
I-180	Α	King	Armona	8/16/2021
I-181	Α	Wilson	Armona	8/16/2021
I-182	Α	Wilson	Lakeside	8/16/2021
I-183	Α	Wilson	Pioneer	8/16/2021
I-184	Α	Wilson	Reedley	8/16/2021
I-185	Α	Monroe	Lemoore	8/16/2021
I-186	Α	Wilson	Armona	8/16/2021

No	A/D	Sch Req'd	Home Sch	Date
O-001	А	Tulare	Richmond	8/16/2021
O-002	А	Dos Palos	Simas	8/16/2021
O-003	А	Clovis	King	8/16/2021
O-004	Α	Riverdale	Simas	8/16/2021
O-005	А	Kit Carson	Lincoln	8/16/2021
O-006	А	Clovis	Wilson	8/16/2021
O-007	А	Kit Carson	Kennedy	8/16/2021
O-008	Α	Kit Carson	King	8/16/2021
O-009	А	Armona	Richmond	8/16/2021
O-010	Α	Kit Carson	King	8/16/2021
0-011	А	Lemoore	Simas	8/16/2021
O-012	Α	Lemoore	Hamilton	8/16/2021
O-013	А	Lemoore	Roosevelt	8/16/2021
O-014	Α	Kit Carson	Washington	8/16/2021
O-015	Α	Lemoore	Monroe	8/16/2021
O-016	Α	Lemoore	Monroe	8/16/2021
O-017	Α	Pioneer	Simas	8/16/2021
O-018	Α	Kit Carson	Simas	8/16/2021
O-019	Α	Kit Carson	Washington	8/16/2021
O-020	Α	Caruthers	Hamilton	8/16/2021
O-021	Α	Lemoore	King	8/16/2021
O-022	Α	Armona	Richmond	8/16/2021
O-023	Α	Armona	Richmond	8/16/2021
O-025	Α	Lemoore	Simas	8/16/2021
O-026	Α	Kit Carson	Washington	8/16/2021
O-027	Α	Kit Carson	Washington	8/16/2021
O-028	Α	Pioneer	Washington	8/16/2021
O-029	Α	Pioneer	Washington	8/16/2021

O-030         A         Kit Carson         Washington         8/16/202           O-031         A         Kit Carson         Washington         8/16/202           O-032         A         Kit Carson         Hamilton         8/16/202           O-033         A         Kit Carson         Washington         8/16/202           O-034         A         Kit Carson         Hamilton         8/16/202           O-035         A         Armona         Richmond         8/16/202           O-036         A         Armona         Richmond         8/16/202           O-037         A         Kit Carson         Washington         8/16/202           O-038         A         Kit Carson         Roosevelt         8/16/202           O-039         A         Kit Carson         Monroe         8/16/202           O-040         A         Kit Carson         Monroe         8/16/202           O-041         A         Kit Carson         Monroe         8/16/202           O-042         A         Kit Carson         Kennedy         8/16/202           O-043         A         Kit Carson         Kennedy         8/16/202           O-044         A         Kit Carson <th>21 21 21 21 21 21 21 21 21 21 21 21 21 2</th>	21 21 21 21 21 21 21 21 21 21 21 21 21 2
O-032         A         Kit Carson         Hamilton         8/16/202           O-033         A         Kit Carson         Washington         8/16/202           O-034         A         Kit Carson         Hamilton         8/16/202           O-035         A         Armona         Richmond         8/16/202           O-036         A         Armona         Richmond         8/16/202           O-037         A         Kit Carson         Washington         8/16/202           O-038         A         Kit Carson         Roosevelt         8/16/202           O-039         A         Kit Carson         Monroe         8/16/202           O-040         A         Kit Carson         Monroe         8/16/202           O-040         A         Kit Carson         Monroe         8/16/202           O-041         A         Kit Carson         Simas         8/16/202           O-042         A         Kit Carson         Kennedy         8/16/202           O-043         A         Kit Carson         Hamilton         8/16/202           O-044         A         Kit Carson         Hamilton         8/16/202           O-045         A         Armona	21 21 21 21 21 21 21 21 21 21 21 21 21 2
O-033         A         Kit Carson         Washington         8/16/202           O-034         A         Kit Carson         Hamilton         8/16/202           O-035         A         Armona         Richmond         8/16/202           O-036         A         Armona         Richmond         8/16/202           O-037         A         Kit Carson         Washington         8/16/202           O-038         A         Kit Carson         Roosevelt         8/16/202           O-039         A         Kit Carson         Monroe         8/16/202           O-040         A         Kit Carson         Monroe         8/16/202           O-041         A         Kit Carson         Monroe         8/16/202           O-041         A         Kit Carson         Simas         8/16/202           O-042         A         Kit Carson         Kennedy         8/16/202           O-043         A         Kit Carson         Kennedy         8/16/202           O-044         A         Kit Carson         Hamilton         8/16/202           O-045         A         Armona         Lincoln         8/16/202           O-046         A         Armona         Si	21 21 21 21 21 21 21 21 21 21 21 21 21 2
O-034         A         Kit Carson         Hamilton         8/16/202           O-035         A         Armona         Richmond         8/16/202           O-036         A         Armona         Richmond         8/16/202           O-037         A         Kit Carson         Washington         8/16/202           O-038         A         Kit Carson         Roosevelt         8/16/202           O-039         A         Kit Carson         Monroe         8/16/202           O-040         A         Kit Carson         Monroe         8/16/202           O-040         A         Kit Carson         Monroe         8/16/202           O-041         A         Kit Carson         Simas         8/16/202           O-042         A         Kit Carson         Kennedy         8/16/202           O-043         A         Kit Carson         Kennedy         8/16/202           O-044         A         Kit Carson         Hamilton         8/16/202           O-045         A         Armona         Lincoln         8/16/202           O-046         A         Armona         Simas         8/16/202           O-049         A         Kit Carson         Richmon	21 21 21 21 21 21 21 21 21 21 21
O-035         A         Armona         Richmond         8/16/202           O-036         A         Armona         Richmond         8/16/202           O-037         A         Kit Carson         Washington         8/16/202           O-038         A         Kit Carson         Roosevelt         8/16/202           O-039         A         Kit Carson         Roosevelt         8/16/202           O-040         A         Kit Carson         Monroe         8/16/202           O-040         A         Kit Carson         Monroe         8/16/202           O-041         A         Kit Carson         Monroe         8/16/202           O-042         A         Kit Carson         Simas         8/16/202           O-043         A         Kit Carson         Kennedy         8/16/202           O-044         A         Kit Carson         Hamilton         8/16/202           O-045         A         Armona         Lincoln         8/16/202           O-046         A         Armona         Lincoln         8/16/202           O-047         A         Kit Carson         Simas         8/16/202           O-049         A         Kit Carson         Richmo	21 21 21 21 21 21 21 21 21 21
O-036         A         Armona         Richmond         8/16/202           O-037         A         Kit Carson         Washington         8/16/202           O-038         A         Kit Carson         Roosevelt         8/16/202           O-039         A         Kit Carson         Roosevelt         8/16/202           O-040         A         Kit Carson         Monroe         8/16/202           O-041         A         Kit Carson         Monroe         8/16/202           O-042         A         Kit Carson         Simas         8/16/202           O-043         A         Kit Carson         Kennedy         8/16/202           O-043         A         Kit Carson         Hamilton         8/16/202           O-044         A         Kit Carson         Hamilton         8/16/202           O-045         A         Armona         Lincoln         8/16/202           O-046         A         Armona         Lincoln         8/16/202           O-047         A         Kit Carson         Simas         8/16/202           O-049         A         Kit Carson         Richmond         8/16/202           O-050         A         Kit Carson	21 21 21 21 21 21 21 21
O-037         A         Kit Carson         Washington         8/16/202           O-038         A         Kit Carson         Roosevelt         8/16/202           O-039         A         Kit Carson         Roosevelt         8/16/202           O-040         A         Kit Carson         Monroe         8/16/202           O-041         A         Kit Carson         Monroe         8/16/202           O-041         A         Kit Carson         Simas         8/16/202           O-042         A         Kit Carson         Kennedy         8/16/202           O-043         A         Kit Carson         Kennedy         8/16/202           O-044         A         Kit Carson         Hamilton         8/16/202           O-045         A         Armona         Lincoln         8/16/202           O-046         A         Armona         Lincoln         8/16/202           O-047         A         Kit Carson         Simas         8/16/202           O-048         A         Kit Carson         Richmond         8/16/202           O-049         A         Kit Carson         Kennedy         8/16/202           O-050         A         Kit Carson <t< td=""><td>21 21 21 21 21 21 21</td></t<>	21 21 21 21 21 21 21
O-038         A         Kit Carson         Roosevelt         8/16/202           O-039         A         Kit Carson         Roosevelt         8/16/202           O-040         A         Kit Carson         Monroe         8/16/202           O-041         A         Kit Carson         Monroe         8/16/202           O-042         A         Kit Carson         Simas         8/16/202           O-043         A         Kit Carson         Kennedy         8/16/202           O-043         A         Kit Carson         Hamilton         8/16/202           O-044         A         Kit Carson         Hamilton         8/16/202           O-045         A         Armona         Lincoln         8/16/202           O-046         A         Armona         Lincoln         8/16/202           O-047         A         Kit Carson         Simas         8/16/202           O-048         A         Kit Carson         Richmond         8/16/202           O-049         A         Kit Carson         Richmond         8/16/202           O-050         A         Kit Carson         Kennedy         8/16/202           O-051         A         Armona         Was	21 21 21 21 21 21 21
O-039         A         Kit Carson         Roosevelt         8/16/202           O-040         A         Kit Carson         Monroe         8/16/202           O-041         A         Kit Carson         Monroe         8/16/202           O-042         A         Kit Carson         Simas         8/16/202           O-043         A         Kit Carson         Kennedy         8/16/202           O-044         A         Kit Carson         Hamilton         8/16/202           O-044         A         Armona         Lincoln         8/16/202           O-045         A         Armona         Lincoln         8/16/202           O-046         A         Armona         Lincoln         8/16/202           O-047         A         Kit Carson         Simas         8/16/202           O-048         A         Kit Carson         Richmond         8/16/202           O-049         A         Kit Carson         Richmond         8/16/202           O-050         A         Kit Carson         Kennedy         8/16/202           O-051         A         Armona         Washington         8/16/202           O-053         A         Lakeside         Wilson <td>21 21 21 21 21 21</td>	21 21 21 21 21 21
O-040         A         Kit Carson         Monroe         8/16/202           O-041         A         Kit Carson         Monroe         8/16/202           O-042         A         Kit Carson         Simas         8/16/202           O-043         A         Kit Carson         Kennedy         8/16/202           O-044         A         Kit Carson         Hamilton         8/16/202           O-045         A         Armona         Lincoln         8/16/202           O-046         A         Armona         Lincoln         8/16/202           O-047         A         Kit Carson         Simas         8/16/202           O-048         A         Kit Carson         Simas         8/16/202           O-049         A         Kit Carson         Richmond         8/16/202           O-050         A         Kit Carson         Kennedy         8/16/202           O-051         A         Armona         Washington         8/16/202           O-052         A         Armona         Washington         8/16/202           O-053         A         Lakeside         Wilson         8/16/202           O-054         A         Lakeside         Monroe	21 21 21 21 21 21
O-041         A         Kit Carson         Monroe         8/16/202           O-042         A         Kit Carson         Simas         8/16/202           O-043         A         Kit Carson         Kennedy         8/16/202           O-044         A         Kit Carson         Hamilton         8/16/202           O-045         A         Armona         Lincoln         8/16/202           O-046         A         Armona         Lincoln         8/16/202           O-047         A         Kit Carson         Simas         8/16/202           O-048         A         Kit Carson         Simas         8/16/202           O-049         A         Kit Carson         Richmond         8/16/202           O-050         A         Kit Carson         Kennedy         8/16/202           O-051         A         Armona         Washington         8/16/202           O-052         A         Armona         Washington         8/16/202           O-053         A         Lakeside         Wilson         8/16/202           O-054         A         Lakeside         Monroe         8/16/202           O-055         A         Kit Carson         Monroe	21 21 21 21 21
O-042         A         Kit Carson         Simas         8/16/202           O-043         A         Kit Carson         Kennedy         8/16/202           O-044         A         Kit Carson         Hamilton         8/16/202           O-045         A         Armona         Lincoln         8/16/202           O-046         A         Armona         Lincoln         8/16/202           O-047         A         Kit Carson         Simas         8/16/202           O-048         A         Kit Carson         Simas         8/16/202           O-049         A         Kit Carson         Richmond         8/16/202           O-050         A         Kit Carson         Kennedy         8/16/202           O-051         A         Armona         Washington         8/16/202           O-052         A         Armona         Washington         8/16/202           O-053         A         Lakeside         Wilson         8/16/202           O-054         A         Lakeside         Monroe         8/16/202           O-055         A         Kit Carson         Monroe         8/16/202	21 21 21 21
O-043         A         Kit Carson         Kennedy         8/16/202           O-044         A         Kit Carson         Hamilton         8/16/202           O-045         A         Armona         Lincoln         8/16/202           O-046         A         Armona         Lincoln         8/16/202           O-047         A         Kit Carson         Simas         8/16/202           O-048         A         Kit Carson         Simas         8/16/202           O-049         A         Kit Carson         Richmond         8/16/202           O-050         A         Kit Carson         Kennedy         8/16/202           O-051         A         Armona         Washington         8/16/202           O-052         A         Armona         Washington         8/16/202           O-053         A         Lakeside         Wilson         8/16/202           O-054         A         Lakeside         Monroe         8/16/202           O-055         A         Kit Carson         Monroe         8/16/202	21 21 21
O-044         A         Kit Carson         Hamilton         8/16/202           O-045         A         Armona         Lincoln         8/16/202           O-046         A         Armona         Lincoln         8/16/202           O-047         A         Kit Carson         Simas         8/16/202           O-048         A         Kit Carson         Simas         8/16/202           O-049         A         Kit Carson         Richmond         8/16/202           O-050         A         Kit Carson         Kennedy         8/16/202           O-051         A         Armona         Washington         8/16/202           O-052         A         Armona         Washington         8/16/202           O-053         A         Lakeside         Wilson         8/16/202           O-054         A         Lakeside         Monroe         8/16/202           O-055         A         Kit Carson         Monroe         8/16/202	?1 ?1
O-045         A         Armona         Lincoln         8/16/202           O-046         A         Armona         Lincoln         8/16/202           O-047         A         Kit Carson         Simas         8/16/202           O-048         A         Kit Carson         Simas         8/16/202           O-049         A         Kit Carson         Richmond         8/16/202           O-050         A         Kit Carson         Kennedy         8/16/202           O-051         A         Armona         Washington         8/16/202           O-052         A         Armona         Washington         8/16/202           O-053         A         Lakeside         Wilson         8/16/202           O-054         A         Lakeside         Monroe         8/16/202           O-055         A         Kit Carson         Monroe         8/16/202	21
O-046         A         Armona         Lincoln         8/16/202           O-047         A         Kit Carson         Simas         8/16/202           O-048         A         Kit Carson         Simas         8/16/202           O-049         A         Kit Carson         Richmond         8/16/202           O-050         A         Kit Carson         Kennedy         8/16/202           O-051         A         Armona         Washington         8/16/202           O-052         A         Armona         Washington         8/16/202           O-053         A         Lakeside         Wilson         8/16/202           O-054         A         Lakeside         Monroe         8/16/202           O-055         A         Kit Carson         Monroe         8/16/202	
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O-067 A Lemoore Wilson 8/16/202	1
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O-069 A Kit Carson Hamilton 8/16/202	21
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0-082	A	Armona	Simas	8/16/2021
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O-086	Α	Kit Carson	Hamilton	8/16/2021
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O-088	Α	Kit Carson	Richmond	8/16/2021
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O-090	Α	Lemoore	Wilson	8/16/2021
O-091	Α	Lemoore	Simas	8/16/2021
O-092	Α	Armona	Roosevelt	8/16/2021
O-093	Α	Kit Carson	Monroe	8/16/2021
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O-101	Α	Kit Carson	Roosevelt	8/16/2021
O-102	Α	Kit Carson	Monroe	8/16/2021
O-103	Α	Kit Carson	Monroe	8/16/2021
O-104	Α	Kit Carson	Hamilton	8/16/2021
O-105	Α	Lemoore	Wilson	8/16/2021
O-106	А	Lemoore	Roosevelt	8/16/2021
O-107	Α	Riverdale	Wilson	8/16/2021
O-108	Α	Armona	Wilson	8/16/2021
O-109	Α	Armona	Wilson	8/16/2021
O-110	Α	Armona	King	8/16/2021
0-111	Α	Kit Carson	Hamilton	8/16/2021
O-112	Α	Armona	Wilson	8/16/2021
O-113	Α	Pioneer	Richmond	8/16/2021
O-114	Α	Lemoore	Simas	8/16/2021
O-115	А	Lemoore	Simas	8/16/2021
O-116	А	Kit Carson	Monroe	8/16/2021
O-117	А	Kit Carson	Monroe	8/16/2021
O-118	А	Huron	King	8/16/2021
O-119	А	Huron	King	8/16/2021
O-120	А	Coalinga	Simas	8/16/2021
O-121	A	Lemoore	Wilson	8/16/2021
0-122	A	Kit Carson	Wilson	8/16/2021
O-123	A	Kit Carson	Simas	8/16/2021
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O-126	Α	Kit Carson	Monroe	8/16/2021
O-127	Α	Kit Carson	Richmond	8/16/2021
O-128	Α	Armona	Lincoln	8/16/2021
O-129	Α	Lemoore	Hamilton	8/16/2021
O-130	Α	Lemoore	Hamilton	8/16/2021
O-131	Α	Pioneer	Washington	8/16/2021
O-132	Α	Tulare	Washington	8/16/2021
O-133	Α	Pioneer	Kennedy	8/16/2021
O-134	Α	Armona	Richmond	8/16/2021
O-135	Α	Armona	Roosevelt	8/16/2021
O-136	Α	Laton	Wilson	8/16/2021
O-137	Α	Kit Carson	Monroe	8/16/2021
O-138	Α	Caruthers	Kennedy	8/16/2021
O-139	Α	Caruthers	Kennedy	8/16/2021
O-140	Α	Kit Carson	Washington	8/16/2021
O-141	Α	Kit Carson	Kennedy	8/16/2021

#### AGENDA REQUEST FORM

TO:	Joy C. Gabler
FROM:	Cynthia Pursell
DATE:	8/16/2021
FOR:	<ul><li>☑ Board Meeting</li><li>☑ Superintendent's Cabinet</li></ul>
FOR:	☐ Information ☐ Action
Date you wish t	to have your item considered: August 25, 2021
ITEM:	Donation of 15 backpacks for students at Lincoln
PURPOSE:	Accept donation from Hanford Police Department
FISCAL IMPA	ACT:
RECOMMEN	DATIONS: Action to approve

#### **AGENDA REQUEST FORM**

TO:	Board	of Trustees
FROM:	Joy C.	Gabler
DATE:	Augus	t 13, 2021
FOR:		Board Meeting Superintendent's Cabinet
FOR:		Information Action

Date you wish to have your item considered: August 25, 2021

ITEM:

Quarterly report (04/01/21 - 06/30/21) regarding Williams Uniform Complaints. The types of complaints covered in the Williams Uniform Complaint Procedures are:

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

**PURPOSE:** 

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

For the forth quarter of 2020-2021 school year there were no Williams Uniform Complaints filed.

FISCAL IMPACT: None

**RECOMMENDATIONS:** None

## Quarterly Report on *Williams* Uniform Complaints [Education Code § 35186(d)]

District: Hanford	Elementary Schoo	l District	
Person completing this	form: Jessica Valenc	ia_ <sub>Title:</sub> Administrative	e Assistant
Quarterly Report Subm (check one)	ission Month/Quarter:	<ul><li>□ October</li><li>□ January</li><li>□ April</li><li>□ July</li></ul>	1 <sup>st</sup> Quarter 2 <sup>nd</sup> Quarter 3 <sup>rd</sup> Quarter 4 <sup>th</sup> Quarter
Quarterly Report Subm	ission Year:2020-2021	_	
Date for information to	be reported publicly at govern	ing board meeting: Augu	ıst 25, 2021
Please check the box th	at applies:		
No cor above.	applaints were filed with any sc	hool in the district during	the quarter indicated
	nints were filed with schools in ng chart summarizes the natur		
General Subject Are	a Total # of Complaints	# Resolved	# Unresolved
General Subject Are Textbooks and Instructional Materia	0	# Resolved	# Unresolved
Textbooks and	ls 0	# Resolved O	# Unresolved O
Textbooks and Instructional Materia Teacher Vacancy of	0 0	# Resolved  O  O	# Unresolved O O O
Textbooks and Instructional Materia Teacher Vacancy of Misassignment	0 0	# Resolved  O O O O	# Unresolved O O O O
Textbooks and Instructional Materia Teacher Vacancy of Misassignment Facilities Condition	0 0	# Resolved  O O O O	# Unresolved O O O O
Textbooks and Instructional Materia Teacher Vacancy of Misassignment  Facilities Condition  TOTALS	0 0 0 0	# Resolved  0 0 0 0 0 0 8/26/2021	# Unresolved O O O O

Please submit to: Genevieve Almanzar

Kings County Office of Education Williams Compliance

(559) 589-7035

genevieve.almanzar@kingscoe.org

#### **AGENDA REQUEST FORM**

TO:	Joy Gabler
FROM: DATE:	Doug Carlton August 10, 2021
For:	<ul><li>☑ Board Meeting</li><li>☑ Superintendent's Cabinet</li></ul>
For:	<ul><li>☐ Information</li><li>☐ Action</li></ul>

Date you wish to have your item considered: August 25, 2021

#### ITEM: Federal Equipment Inventory

**PURPOSE**: The LEA spending federal funds on equipment shall maintain a historical inventory record for each piece of equipment with an acquisition cost of \$500 or more per unit. The record describes the acquisition by:

Type/description

Model/name

Serial/identification number

Funding source and Federal Award Identification Number

Who holds title

Acquisition date

Original cost

Percentage of Federal participation in the project costs for the Federal award under which the property was acquired

Location

Use and current condition

Transfer, replacement, or disposition of obsolete or unusable equipment Any ultimate disposition data, including the date of disposal and sale price or method used to determine current fair market value

(*EC* Section 35168; Title 5, California *Code of Regulations* [5 *CCR*] Section 3946; 2 CFR Section 200.313[d])

FISCAL IMPACT: This inventory is a requirement of several federal funding programs. This inventory was completed on August 10, 2021

#### **AGENDA REQUEST FORM**

TO: Board of Trustees

FROM: Joy C. Gabler

DATE: 08/18/21

FOR: Soard Meeting

Superintendent's Cabinet

FOR: Information

X Action

Date you wish to have your item considered: 08/25/21

**ITEM:** Consider approval a Memorandum of Understanding between the

California Department of Public Health and Hanford Elementary

**School District** 

**PURPOSE:** HESD has been identified as being eligible for additional support

for COVID-19/SARS-CoV-2 testing. The California Department of Public Health has set-up the Schools Testing Program to provide access to free Antigen testing through a Rapid Testing Program. Through a formula that prioritized school districts on an equity basis, HESD was identified as a qualifying district. The district has submitted a request for end-to-end operational support of antigen testing. If selected, an external vendor will handle all aspects of testing for a 6-month period, with the option to extend for an additional 6 months. If selected, HESD would be responsible for designating a location for testing site(s), coordinating with the testing vendors, reaching out to participants for testing, and communication with students/families & staff. The Memorandum of Understanding is one of the first steps in being prepared for possible

approval of end-to-end operational support.

FISCAL IMPACT: None

**RECOMMENDATIONS:** Approve

## CDPH K-12 SCHOOL LABORATORIES MEMORANDUM OF UNDERSTANDING Hanford Elementary School District & CDPH

#### 1. Term

- A. The term of the Memorandum of Understanding ("MOU") shall be from the date of execution (the "Effective Date") until thirty (30) days after the lifting of the declaration of the COVID-19 state of emergency.
- **B.** In addition to any other provision of this MOU, the California Department of Public Health ("CDPH") or the organization wishing to provide Abbott BinaxNOW antigen testing at their site ("Participant") may terminate this MOU or cancel a portion of the service for any reason with fourteen (14) days written notice.

#### 2. Service Overview

The Participant shall comply with the scope, the terms, conditions, and requirements set forth herein for the laboratory testing of samples for SARS-CoV-2 using the Abbott BinaxNOW antigen test.

#### 3. Service Location

The services shall be performed at a temporary testing site identified by Participant that has been approved by the Laboratory Director of CDPH K-12 School Laboratories.

#### 4. Project Representatives

**A.** The project representatives during the term of this MOU will be:

California Department of Public Health	Hanford Elementary School District
Sabel Davis	Joy C. Gabler
Telephone: (916) 865-8717	Telephone: (559) 585-3604
E-mail: testing.taskforce@cdph.ca.gov	Fax: (559) 584-7833
	E-mail: jgabler@hanfordesd.org

#### **B.** Direct all general inquiries to:

### California Department of Public Health

Attention: Megan Cornejo 850 Marina Bay Parkway City, CA, 95899-7413

Telephone: (510) 231-7836

E-mail: SchoolBinax@cdph.ca.gov

### Hanford Elementary School District

Attention: Joy C. Gabler

P.O. Box 1067 Hanford, CA 93232

Telephone: (559) 585-3604

Fax: (559) 584-7833

E-mail: jgabler@hanfordesd.org

#### 5. Services to be Performed by CDPH K-12 School Laboratories

CDPH K-12 School Laboratories shall supervise and oversee, under its state clinical laboratory registration and federal CLIA certificate of waiver, laboratory testing of collected samples for SARS-CoV-2 using equipment and supplies provided by CDPH. Samples will be tested only for SARS-CoV-2 using the Abbott BinaxNOW antigen test. The CDPH Valencia Branch State Public Health Laboratory shall be the preferred laboratory for performing molecular testing for SARS-CoV-2 once that laboratory is integrated with Primary Diagnostics, Inc. in accordance with the CDPH Agreement referenced below. This testing may also be arranged or provided for at the discretion of the Laboratory Director. CDPH K-12 School Testing Laboratories shall also make available the services of an authorized health care provider ("Ordering Physician") to make assignments for test reports for the performance of tests described in this MOU. CDPH, through CDPH Agreement 20-10982, has contracted with Primary Diagnostics, Inc. and via Primary Diagnostics, Inc. will provide patient registration services and laboratory and medical records data collection, management, storage, and reporting services.

#### 6. Services to be Performed by Participant

Participant shall be responsible for the direct oversight of testing personnel at the designated temporary testing site and shall ensure that personnel meet the training and competency criteria established by the Laboratory Director of CDPH K-12 School Laboratories. Participant shall comply with all operational guidelines established by the Laboratory Director.

Participant shall be responsible for all of the following:

- 1) Comply with all requirements and specifications of the Laboratory Director, and its contractor, Primary Diagnostics, Inc., to ensure that all test results and data reporting, storage, and management requirements applicable under state and federal law are satisfied;
  - 2) Maintain adequate site inventory control of tests;
- 3) Securely transmit copies of patient results and Participant site records, including, but not limited to quality control logs, testing personnel training records, and test inventory records, to CDPH in accordance with the operational guidelines established by the Laboratory Director, at the frequency determined by the Laboratory Director to ensure regulatory compliance, and upon the termination of the testing program, as described in Paragraph 8.H.;
- 4) Securely report and transmit, in accordance with the Laboratory Director's operational guidelines, patient adverse event information and suspected false negatives, suspected false positives, and any significant test performance deviations to the CDPH Ordering Physician and CDPH Laboratory Director via a secure CDPH electronic mail address to be identified by the CDPH Laboratory Director.
- 5) Coordinate with CDPH in arranging for any confirmatory molecular testing for individuals who have a positive antigen test result and also for individuals who are symptomatic and have a negative antigen test result. The follow-up molecular testing shall only be performed at a laboratory approved by the Laboratory Director of CDPH Antigen Testing Laboratories.

#### 7. Payment and Billing

Unless otherwise agreed to in writing, CDPH will be responsible for the cost of the Abbott BinaxNOW tests used to perform testing on samples at the temporary testing site identified by the Participant. The Participant may not charge for the cost of the Abbott BinaxNOW tests provided by CDPH. The parties will otherwise bear their own costs in providing services under this MOU. Nothing under this MOU precludes either party from seeking payment from health plans, insurers, or other third-party payers ("Third Party Payers") for services rendered. It is the expectation of CDPH that Participants will not balance bill patients for amounts billed to but not paid by Third Party Payers.

#### 8. Confidentiality of Information/Data and Privacy Use

A. Use and Disclosure of Data Set: For purposes of this MOU, "Protected Data" means any data obtained and stored by the Participant while undergoing any of the activities described in this MOU. Participant agrees to maintain the confidentiality of the Protected

Data. Participant agrees not to use or disclose any Protected Data in any manner not permitted by applicable state or federal health information privacy laws and shall require that its directors, officers, employees, contractors, subcontractors and agents do not use or disclose the Protected Data in any manner that would constitute a violation of this MOU.

- **B. Legal Authority**: Participant and CDPH have the legal authority to exchange the Protected Data pursuant to California Health and Safety Code sections 131050 and 120175.
- **C. Minimum Necessary Information**: Participant agrees, to the extent Protected Data is shared, only the minimum necessary Protected Data for the accomplishment of CDPH and Participant's goals will be shared.
- D. California Civil Code section 1798.29: CDPH and Participant agree to comply with applicable privacy breach notification laws, including California Civil Code section 1798.29, with regard to the Protected Data. Participant agrees to notify CDPH as soon as practicable, without unreasonable delay, of any breach that triggers a response under this section.
- E. Safeguards Against Misuse of Information: CDPH and Participant shall use appropriate administrative, technical, and physical safeguards to prevent use (sharing, employment, application, utilization, examination, or analysis of information) or disclosure of the Protected Data that is prohibited under applicable state and federal health information privacy laws:
  - CDPH and Participant shall comply with the information security standards, which standards shall be at least as stringent as those set forth in NIST 800-53. These standards shall also include encryption of the Protected Data using a FIPS 140-2 certified algorithm, such as AES, with a 128bit key or higher when Protected Data is being sent outside Participant's network boundary.
  - Each party is individually responsible for abiding by the applicable laws and regulations pertaining to the Protected Data in its possession.
  - Nothing in this MOU shall relieve either party from abiding by relevant laws or regulations.
- **F. Agreements by Third Parties**: Participant shall require each subcontractor or agent it intends to grant access to the Protected Data to agree to materially the same terms of this MOU in writing.

- **G. No Third-Party Beneficiaries**: Nothing express or implied in the terms and conditions of this MOU is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Participant and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- H. Return or Destruction of Protected Data on Expiration or Termination: Upon expiration or termination of the MOU between Participant and CDPH for any reason, Participant shall securely return or destroy the Protected Data. If return or destruction is not feasible, Participant shall provide a written explanation to CDPH using the contact information listed in Paragraph 4 When the Protected Data is no longer needed, the MOU has terminated, or any retention period has expired, it must be sanitized. All electronic or physical forms of Protected Data must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization.
- I. Survival: If Participant does not return or destroy the Protected Data upon the completion or termination of the MOU, the respective rights and obligations of Participant under clauses D, E, and H of this Paragraph shall survive the completion or termination of the MOU between Participant and CDPH.
- J. No HIPAA Business Associate Agreement or Relationship Between CDPH and Participant: This MOU and the relationship it memorializes between CDPH and Participant do not constitute a business associate agreement or business associate relationship pursuant to Title 45 of the Code of Federal Regulations, Part 160.103 (definition of "business associate"). Accordingly, this MOU is neither intended to, nor at any time shall result in, nor shall be interpreted or construed by the parties as to create a business associate relationship between CDPH and Participant. By signing this MOU, CDPH and Participant expressly disclaim the existence of any business associate relationship.

#### 9. Indemnification

Participant agrees to indemnify, defend, and save harmless the State of California, CDPH, and CDPH K-12 School Laboratories and their respective officers, agents and employees from any and all claims and losses accruing or resulting from Participant's breach of this MOU, or Participant's negligence or willful misconduct related to the performance of this MOU.

#### 10. Avoidance of Conflict of Interest by Participant:

A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Participant, subcontractors, or employees, officers and directors of the Participant or subcontractors. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Participant to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.

#### **B.** Conflicts of interest include, but are not limited to:

- An instance where the Participant or any of its subcontractors, or any employee, officer, or director of the Participant or subcontractor has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under this MOU would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of this MOU.
- An instance where the Participant's or any subcontractor's employees,
  officers, or directors use their positions for purposes that are, or give the
  appearance of being, motivated by a desire for private gain for themselves
  or others, such as those with whom they have family, business or other
  ties.
- C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Participant will be given an opportunity to submit additional information or to resolve the conflict. A Participant with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating this MOU. CDPH may, at its discretion upon receipt of a written request from the Participant, authorize an extension of the timeline indicated herein.

#### 11. Dispute Resolution

Any dispute concerning a question of fact arising under the terms of this MOU that is not disposed of within fifteen (15) calendar days by the Participant and State employees normally responsible for the administration of this MOU shall be brought to the attention of the designated representative for the Participant and the Deputy Director CDPH (or designated representative) for joint resolution.

#### 12. Execution

This MOU may be executed in counterparts with the same force and effectiveness as though executed in a single document. The parties agree that an electronic copy of a signed agreement, or an electronically signed agreement, has the same force and legal effect as an agreement executed with an original ink signature. The term "electronic copy of a signed agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed agreement in a portable document format. The term "electronically signed agreement" means an agreement that is executed by applying an electronic signature using technology approved by the State. The provisions of this MOU supersede any previous Agreement entered into between the Participant and CDPH.

In witness whereof, this Memorandum of Understanding has been executed by the parties hereto:

### California Department of Public Health

Name: Sabel Davis

Signature\_\_\_\_

Title Testing Task Force Lead Contract

Date 3/29/2021

#### **Participant**

Name: Joy Gabler

\_\_\_\_\_

Signature\_\_\_\_\_
Title Superintendent

Date 08/25/21

#### **AGENDA REQUEST FORM**

TO: Joy Gabler

FROM: Kristina Baldwin

DATE: August 13, 2021

FOR: Board Meeting

Superintendent's Cabinet

FOR: Information

Date you wish to have your item considered: August 25, 2021

**ITEM:** Consider approval of a Memorandum of

Understanding (MOU) with the Sinclair Research Group.

**PURPOSE:** The Sinclair Research Group will provide the HESD

Induction Program a complete program evaluation of the Clear Administrative Services Credential (CASC) Induction program for the 2021-2022 academic year. All of the services provided support and align with the Teacher Credentialing Commission on Accreditation process. The services include, but are not limited to, online surveys regarding program performance which are completed by Candidates and Coaches. All of the tools used by the Sinclair Research Group are all aligned to the state Common Standards for Induction and the HESD Program

Standards for Induction.

FISCAL IMPACT: \$7,000 to be paid from Title II

0100-4035-0-0000-2140-580009-005-0000

**RECOMMENDATIONS:** Approve



Sinclair Research Group, Inc.
PO Box 5032 • Sacramento, CA 95817
916-767-3117 • sgc@sinclairgroup.org

In consideration of the mutual covenants and promises contained herein, this *Memorandum of Understanding* (MOU) is agreed between Sinclair Research Group, Inc. (hereafter called Sinclair Research Group or SRG), a non-profit corporation in the State of California (Tax Identification Number 86-3768863) and the following entity:

Kristina Baldwin, Director Hanford ESD Clear Administrative Services Credential Program Hanford Elementary School District 934 Katie Hammond Lane Hanford, CA 93239

- 1. This MOU will commence on August 1, 2021, and will end on June 30, 2022, and outlines the current understanding of both parties.
- 2. Sinclair Research Group (SRG) will provide support for the *California Commission on Teacher Credentialing* accreditation process; in particular, SRG will implement a comprehensive program evaluation process for the above program for the 2021-2022 academic year.
- 3. All SRG tools and processes are available to this program for the 2021-2022 academic year. When the program decides which SRG tools it wishes to use for this academic year, the Scope of Work will be attached to this Memorandum of Understanding as Exhibit A and incorporated herein. The program evaluation system is based on the formative program assessment process, the CTC Pre-Conditions, Common Standards, and Standards of Quality and Effectiveness. (Each evaluation question, its reporting, and all conclusions, commendations, and recommendations are aligned with the appropriate Pre-Condition or Standard.)
- 4. The program evaluation adheres to Common Standard 4: Continuous Improvement (CTC 2015), which reads as follows:

The education *unit* develops and implements a comprehensive continuous improvement process at both the *unit* level and within each of its *programs* that identifies *program* and *unit* effectiveness and makes appropriate modifications based on findings.

- The education *unit* and its *programs* regularly assess their effectiveness in relation to the course of study offered, fieldwork and clinical practice, and *support* services for candidates.
- Both the *unit* and its *programs* regularly and systematically collect, analyze, and use candidate and *program completer* data as well as data reflecting the effectiveness of *unit* operations to improve *programs* and their *services*.



- The continuous improvement process includes multiple sources of data including 1) the extent to which candidates are prepared to enter professional practice; and 2) feedback from key stakeholders such as employers and community partners about the quality of the preparation.
- 5. All survey data will be collected electronically. The program will be responsible for sharing the individual survey links (sent by SRG) to all appropriate survey participants and reminding possible respondents to do so. The program will inform SRG when they have sufficient respondents and wish to "close" the survey to their participants. (SRG recommends an 85% response rate.)
- 6. When SRG receives word from the program to "close" the survey, SRG will hand clean all electronic data and will analyze all data with specially designed in-house software that ensures reliability, validity, and accuracy of results. In-depth reports on each instrument will be returned to the program within one month (or less) of the survey closing date.
- 7. Reports will be sent electronically via email to the program director and housed in the Dropbox shared only between the program and SRG. The reports will be in Microsoft Word format so that they may be changed and used by the program at its discretion. The program evaluation reports shall be the property of the program once released by SRG. All reports will be stored in the shared Dropbox for ten years or if this program ceases to be a client of SRG, whichever comes first.
- 8. During the time of this agreement, the program named above may use for their purposes any or all of the previously developed tools or surveys copyrighted by SRG as shown in the Scope of Work in Exhibit A.
- 9. The program named above will have the opportunity to review survey questions with other directors of like programs and suggest changes or additions. In addition, during the time of this agreement, if SRG develops further surveys that this program may wish to pilot test, they will be able to do so at no charge. The Scope of Work will be reviewed and agreed upon between the above-named program and SRG and subsequently added to this MOU as Exhibit B (if necessary).
- 10. The contracting entity agrees that all such evaluation tool material shall remain the exclusive ownership of SRG. This includes all survey questions, data collection designs, and alignments. The contracting entity may not reproduce or in any way utilize survey questions, data collection designs, and standards alignments for competitive purposes or provide them to others, including the use of the materials to provide substantially similar evaluations within or outside of the contracting entity.
- 11. SRG has included the above entity as an additional insured party on its comprehensive General Liability Insurance Policy (UDC-4480608-CGL-20), of which a copy can be sent on request. This policy covers all activities of SRG's personnel performing the obligations of this MOU with coverage of one million dollars (\$1,000,000) for any incident (\$2,000,000 aggregate).
- 12. Employees of SRG do not, at any time, travel to or physically visit the students or staff in this program.

In consideration of Sinclair Research Group fulfilling this program evaluation work, the program shall pay Sinclair Research Group a total fee of \$7,000. This is a reduced rate and includes the cost of the Professional Learning Feedback System. The fee may be paid in full by September 1, 2021, or in three equal payments due September 1, 2021, January 1, 2022, and May 1, 2022.

Modifications to this Memorandum of Understanding may be made with the written consent of both parties.

The authorized signatures affixed and dated below indicate the consent to this Memorandum of Understanding.

By: WB. Rle	Date: 7/26/20
William B Rolland, Ph.D., Chief Exe	ecutive Officer
Sinclair Research Group, Inc. (Tax Id	dentification Number: 86-3768863)
n	_
By:	Date:
Printed Name:	

### EXHIBIT A EXHIBIT A

HANFORD ESD CLEAR ADMINISTRATIVE SERVICES CREDENTIAL PROGRAM SCOPE OF WORK FOR 2021-2022

1	TOOLS	2021-2022
1	<u>SUMMATIVE COMPARISON REPORT</u> – A summative report is developed for the overall program addressing all tools/processes used is written to assist in program planning. Comparison of all SRG-contracted programs results with results from this program are given.	For 20-21 Ready in August
2	TRENDS OVER TIME - Analysis and reporting of the overall program results for every survey and every question for which there is data for a minimum of three years. Allows program a longitudinal examination of their own data results.	For 18-19 to 20-21
3	Candidate CPSEL Initial Self-Assessment - Initial Assessment (PRE) All first year candidates only (within 90 days) as required by CCTC. Results can be used as a "needs assessment" and also provide baseline for comparison at the end of the period. <a href="https://www.research.net/r/initialCPSEL">https://www.research.net/r/initialCPSEL</a> .	Doing In- House – No need for SRG to collect this
4	Administrator Coach Self-Assessment – Self-reflective survey to surface areas where the coach/mentor may need more support or training.  Provide Link for Distribution	Ready in August
5	<u>Completer Report</u> – Report developed by CTC. Sent to SRG for analysis of Significant Differences and alignment with Standards.	Send to SRG if CTC Generates a report
6	Administrator Coach Year-End Survey - Common and Program Standards.  Often matched with questions asked of candidates. Use the link that follows for collecting the data.  Link Provided- Open Year-Round	Ready in January
7	Candidate Year-End Survey - Questions aligned to all Common Standards and Guidelines. Often matched with questions asked of mentors. (If you have multiple cohorts, you may ask SRG to close, analyze and report more than once per year.)  Link Provided- Open Year-Round	Ready in January
8	Candidate Assessment of Coach Training & Effectiveness - Confidential; Survey will address the qualifications and quality of coaching, Fulfills the requirement for coach "evaluation." Collected with Candidate Year-End Survey	Ready in January
9	Candidate CPSEL PRE/POST-Assessment — Completed by exiting 2nd candidates only. Results will generate two data sets: Competence on Exiting the Program and Growth Over Time in Program. Raw data will be sent to program as well.  Link Provided- Open Year-Round	Ready in January
10	PROFESSIONAL LEARNING SYSTEM – Individual Feedback Report for all professional learning sessions plus a summative/comparative report at year-end. <a href="https://www.research.net/r/hanfordesdPL-ID">https://www.research.net/r/hanfordesdPL-ID</a> Link above will be used as a template for each PL session.	Ongoing

#### **AGENDA REQUEST FORM**

TO: Joy Gabler

FROM: Kristina Baldwin

DATE: August 13, 2021

FOR: Board Meeting

Superintendent's Cabinet

FOR: Information

 $\preceq$  Action

Date you wish to have your item considered: August 25, 2021

**ITEM:** Consider approval of a Memorandum of

Understanding (MOU) with the Sinclair Research Group.

**PURPOSE:** The Sinclair Research Group will provide the HESD

Induction Program a complete program evaluation of the General Education and Education Specialist Teacher Induction programs for the 2021-2022 academic year. All of the services provided support and align with the Commission on Teacher Credentialing (CTC) Accreditation process. The services include, but are not limited to, online surveys regarding program performance which are completed by Induction Candidates, Induction Mentors and Site Administrators. All of the tools used by the Sinclair Research Group are all aligned to the state Common Standards for Induction and the HESD Program

Standards for Induction.

FISCAL IMPACT: \$11,000 to be paid from Title II

0100-4035-0-0000-2140-580009-005-0000

**RECOMMENDATIONS:** Approve



Sinclair Research Group, Inc.
PO Box 5032 • Sacramento, CA 95817
916-767-3117 • sgc@sinclairgroup.org

In consideration of the mutual covenants and promises contained herein, this *Memorandum of Understanding* (MOU) is agreed between Sinclair Research Group, Inc. (hereafter called Sinclair Research Group or SRG), a non-profit corporation in the State of California (Tax Identification Number 86-3768863) and the following entity:

Kristina Baldwin, Director Hanford ESD Teacher Induction Program Hanford Elementary School District 934 Katie Hammond Lane Hanford, CA 93239

- 1. This MOU will commence on August 1, 2021, and will end on June 30, 2022, and outlines the current understanding of both parties.
- 2. Sinclair Research Group (SRG) will provide support for the *California Commission on Teacher Credentialing* accreditation process; in particular, SRG will implement a comprehensive program evaluation process for the above program for the 2021-2022 academic year.
- 3. All SRG tools and processes are available to this program for the 2021-2022 academic year. When the program decides which SRG tools it wishes to use for this academic year, the Scope of Work will be attached to this Memorandum of Understanding as Exhibit A and incorporated herein. The program evaluation system is based on the formative program assessment process, the CTC Pre-Conditions, Common Standards, and Standards of Quality and Effectiveness. (Each evaluation question, its reporting, and all conclusions, commendations, and recommendations are aligned with the appropriate Pre-Condition or Standard.)
- 4. The program evaluation adheres to Common Standard 4: Continuous Improvement (CTC 2015), which reads as follows:

The education *unit* develops and implements a comprehensive continuous improvement process at both the *unit* level and within each of its *programs* that identifies *program* and *unit* effectiveness and makes appropriate modifications based on findings.

- The education *unit* and its *programs* regularly assess their effectiveness in relation to the course of study offered, fieldwork and clinical practice, and *support* services for candidates.
- Both the *unit* and its *programs* regularly and systematically collect, analyze, and use candidate and *program completer* data as well as data reflecting the effectiveness of *unit* operations to improve *programs* and their *services*.



- The continuous improvement process includes multiple sources of data including 1) the extent to which candidates are prepared to enter professional practice; and 2) feedback from key stakeholders such as employers and community partners about the quality of the preparation.
- 5. All survey data will be collected electronically. The program will be responsible for sharing the individual survey links (sent by SRG) to all appropriate survey participants and reminding possible respondents to do so. The program will inform SRG when they have sufficient respondents and wish to "close" the survey to their participants. (SRG recommends an 85% response rate.)
- 6. When SRG receives word from the program to "close" the survey, SRG will hand clean all electronic data and will analyze all data with specially designed in-house software that ensures reliability, validity, and accuracy of results. In-depth reports on each instrument will be returned to the program within one month (or less) of the survey closing date.
- 7. Reports will be sent electronically via email to the program director and housed in the Dropbox shared only between the program and SRG. The reports will be in Microsoft Word format so that they may be changed and used by the program at its discretion. The program evaluation reports shall be the property of the program once released by SRG. All reports will be stored in the shared Dropbox for ten years or if this program ceases to be a client of SRG, whichever comes first.
- 8. During the time of this agreement, the program named above may use for their purposes any or all of the previously developed tools or surveys copyrighted by SRG as shown in the Scope of Work in Exhibit A.
- 9. The program named above will have the opportunity to review survey questions with other directors of like programs and suggest changes or additions. In addition, during the time of this agreement, if SRG develops further surveys that this program may wish to pilot test, they will be able to do so at no charge. The Scope of Work will be reviewed and agreed upon between the above-named program and SRG and subsequently added to this MOU as Exhibit B (if necessary).
- 10. The contracting entity agrees that all such evaluation tool material shall remain the exclusive ownership of SRG. This includes all survey questions, data collection designs, and alignments. The contracting entity may not reproduce or in any way utilize survey questions, data collection designs, and standards alignments for competitive purposes or provide them to others, including the use of the materials to provide substantially similar evaluations within or outside of the contracting entity.
- 11. SRG has included the above entity as an additional insured party on its comprehensive General Liability Insurance Policy (UDC-4480608-CGL-20), of which a copy can be sent on request. This policy covers all activities of SRG's personnel performing the obligations of this MOU with coverage of one million dollars (\$1,000,000) for any incident (\$2,000,000 aggregate).
- 12. Employees of SRG do not, at any time, travel to or physically visit the students or staff in this program.

In consideration of Sinclair Research Group fulfilling this program evaluation work, the program shall pay Sinclair Research Group a total fee of \$11,000. This is a reduced rate and includes the cost of disaggregation by General Education and Education Specialist credentials and the Professional Learning Feedback System. The fee may be paid in full by September 1, 2021, or in three equal payments due September 1, 2021, January 1, 2022, and May 1, 2022.

Modifications to this Memorandum of Understanding may be made with the written consent of both parties.

The authorized signatures affixed and dated below indicate the consent to this Memorandum of Understanding.

By: WB. Ble	Date: $7/26/2$
William B Rolland, Ph.D., Chief Executive Officer	
Sinclair Research Group, Inc. (Tax Identification N	
Ву:	Date:
Printed Name:	Title

### EXHIBIT A HANFORD ESD TEACHER INDUCTION SCOPE OF WORK FOR 2021-2022

	TOOLS	NOTES
	TIP SUMMATIVE COMPARISON REPORT – All program-wide data collected using the	Delivered in
1	previous year's program evaluation tools is compared to the aggregated data for all SRG-contracted	August for 20-
1	programs. The overall program-wide data for all tools/processes used is written to assist in program	21
<u> </u>	planning.	
	TIP TRENDS OVER TIME - Analysis and reporting of all program results and every question for	Delivered in
2	which there is data for a minimum of three years. This tool helps the program with a longitudinal	Autumn for 15-
<u> </u>	examination of their program evaluation data.	16 to 20-21
	TIP ADS DATA COLLECTION CTC requires data to be collected from all teacher candidates.	Collected
3	Generally, this is just demographic data often collected by HR. However, some of this data is a little bit sensitive, and it can be a hassle to contact various district HR. If you wish, we will collect this	Internally
	data for you and forward it to you at your request.	
	TIP MENTOR SELF ASSESSMENT – Self-assessment with questions specific to this program.	28 28 4 48 28 4 5 4 5 10 2 10 2 10 4 4 5 10 10 10 10 10 10 10 10 10 10 10 10 10
1	This tool has disaggregation by years of experience (1, 2-5, 6+). Used at the beginning of the year as	
	a needs assessment. This data can be used as a (1) baseline for first-year mentor report, (2) a "needs	
4	assessment" for the program, (3) a tool to plan for personal, professional growth, and (4) an analysis	Ready &
	of growth over time (2 plus years). (This report is not shared with district partners.) Reports	Open
	developed for Overall Program, General Education, & Education Specialist	
	https://www.research.net/r/TIPmsa21-22	
	SITE ADMINISTRATOR SURVEY - Those site administrators currently have candidates in their	
	school. Questions about what site administrators should know and do for candidates and what they	Ready July,
5	know about the program. This tool serves as a self-assessment and an assessment of what the	Open
1	program needs to do to inform site administrators.	September
<u> </u>	https://www.research.net/r/SiteAdminSurvey21-22	
	LEADERSHIP SURVEY For district/county leaders (superintendent and assistant, union leaders,	n 1 7 1
	IHE, program leadership, steering committee, etc. Questions about leadership aspects of Common	Ready July,
6	Standards and Program Standard 1. Both self-assessment and assessment of what program needs	Open
	help leadership better understand the program and prepare for a Site Visit.  https://www.research.net/r/LeadershipSurvey21-22	September
	TIP COMPLETER SURVEY ANALYSIS – Completers fill out a survey when applying for their	
	credential with CTC. SRG does not have access to this data. The program needs to download the	Send to SRG
7	raw data from the CTC Data Dashboard and send it to SRG. SRG analyzes it for significant	when ready
	differences between the program to the statewide results.	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
	MID-YEAR CANDIDATE SURVEY - Examines implementation fidelity; results are compared	D 1 T 1
8	with Mid-Year Mentor Survey results, formative purpose. (5-minute response time) Reports can be	Ready July,
٥	developed for Overall Program, General Education, Education Specialist	Open November
	https://www.research.net/r/CandMY20-21	November
	MID-YEAR MENTOR SURVEY – Examines implementation fidelity; results are compared with	Ready July,
9	Mid-Year Candidate Survey results (5-minute response time) Reports can be developed for Overall	Open
	Program, General Education, Education Specialist	November
	https://www.research.net/r/MentMY20-21	
	YEAR-END CANDIDATE SURVEY – Year-end assessment of program impact, compared with	Ready
10	Annual Mentor Survey results, formative and summative (5-minute response time). Reports can be	January,
	developed for Overall Program, General Education, Education Specialist <u>Link to be provided in January</u>	Opens April
,	CANDIDATE FEEDBACK ON MENTOR SURVEY —Feedback from candidate re.	Ready
11	mentor as required by Standards, assessment of mentor needs. (Raw data on mentors	January,
	shared with program). Data collected with Year-End Candidate Survey above	Opens April
	YEAR-END MENTOR SURVEY —Assessment of program impact, triangulates with Year-End	Ready
12	Candidate Survey results, formative and summative. Reports can be developed for Overall	January,
	Program, General Education, Education Specialist	Opens April
	Link to be provided in January	

13	<u>CSTP PRE/POST SELF-ASSESSMENT</u> —As candidates exit the program, 2nd year and ECO candidates meet with their mentors to agree on their expertise level when they enter the program and where they believe they are exit the program. Decisions are made using the Continuum of Teaching Practice as a rubric guide and any evidence collected by the candidate during their time in the program. Two reports developed from this self-assessment tool: CSTP Current Competence, CSTP Growth Over Time. Reports can be generated for: Overall Program, General Education, Education Specialist, Year 1 and Year 2 Candidates. <u>Link to be provided in January</u>	Ready January, Opens in April
14	PROFESSIONAL LEARNING SYSTEM — Individual Feedback Report for all professional learning sessions plus a summative/comparative report at year-end.  https://www.research.net/r/hanfordesdPL-ID	Ongoing

Anytime you wish a list of respondent names, let us know, and we will send this to you. It is ideal to have as high a response rate as possible. However, a minimum response rate of 85% is needed to ensure the reliability of the results. On the date you have set to "close" any survey, Sinclair Research Group (SRG) will send you a list of respondents to that date. Please confirm to SRG by email (<a href="sec:aciteclairgroup.org">sec:aciteclairgroup.org</a>.) if you wish to go ahead and "close" the survey or if you wish us to leave the survey open longer to gather more responses. SRG will not go ahead with analysis and reporting until you have positively informed us to close your survey. Thank you.

#### AGENDA REQUEST FORM

TO:	Joy C.	Gabler	
FROM:	Lucy Gomez		
DATE:	August 13, 2021		
FOR:		Board Meeting Superintendent's Cabinet	
FOR:		Information Action	

Date you wish to have your item considered: August 25, 2021

ITEM:

Request approval of Consultiving Services Agreement with California State University, Fresno Foundation to provide Parent University Modules to Junior High Students at Jefferson Academy, John F. Kennedy, and Woodrow Wilson.

**PURPOSE:** 

Approval of this Consulting Services Agreeement with California State University, Fresno Foundation would provide parents of 7th and 8th grade students in our district with the opportunity to participate in the Parent University four-week modules. The topic of the modules will address Social and Emotional Wellness and Digital Literacy 1. Modules would be provided in English and Spanish, in a virtual format. The opportunity to transition to a hybrid presentation format may be considered as the school year progresses.

FISCAL IMPACT: \$6,000

**RECOMMENDATIONS:** Approve

#### Consulting Services Agreement Parent University

This consulting services agreement ("Agreement") is made and entered into by and between the **Hanford Elementary School District** ("Agency") and California State University, Fresno Foundation ("Foundation"), a California nonprofit public benefit corporation organized and operating as an auxiliary organization supporting Fresno State in accordance with California Education Code Sections 89900, et seq. and Title 5 CCR Sections 42400, et seq.). This Agreement shall be effective as of July 1, 2021 ("Effective Date").

Foundation agrees to provide the following services, and Agency agrees to pay the Foundation for such services, as follows:

#### 1. Consulting Services.

Foundation shall provide the Agency the following consulting services (hereinafter referred to as the "Services"):

- Produce a bilingual (English and Spanish) flier for Agency and Foundation to use in its participant recruitment efforts;
- Deliver the following virtual Parent University training classes:

Digital Literacy – Two (2) Classes

Social and Emotional Wellness – Two (2) Classes

Classes will be delivered to one cohort of participants (minimum 15-no maximum each class) recruited by Agency and Foundation, using a schedule determined by Agency;

- O Deliver eight (8) training sessions for each selected class over a four (4) week period per class to be determined by Agency within the Agreement term
- o Deliver two (2) hours of instruction per training session
- Provide written notice to Agency if a training session needs to be rescheduled, postponed or cancelled, and assist Agency in notifying participants of any changes to regularly scheduled training sessions;
- Provide staff member(s) for delivery of virtual Parent University training classes;
- Provide oversight of Parent University training class curriculum implementation through constant communication with staff member(s) responsible for delivering instruction;
- Provide Certificates of Completion to all participants who complete a minimum of ninety (90) percent of coursework, including session attendance and assignments, and who pass the final exam with a minimum of eighty (80) percent; and

The Agency shall provide Foundation the following:

• Assist with recruitment of participants for Parent University training classes using the bilingual flier produced by Foundation.

#### 2. Term.

Foundation shall provide the Services beginning on the Effective Date and expiring on June 30, 2022, unless earlier terminated by either party in accordance with section 7 below.

#### 3. Payment.

The Agency agrees to pay Foundation a Consulting Services Fee in the amount of Six Thousand US Dollars (\$6,000) for the Services. The Agency agrees to pay Foundation no later than thirty (30) calendar days after the invoice date.

#### 4. Reimbursement of Mileage.

All travel expenses incurred by Foundation are included in the Consulting Services Fee.

#### 5. Independent Contractor/Agency Status.

Foundation and its employees shall perform this Agreement as an independent contractor and not as officers, employees, or agents of the Agency. Foundation shall retain the right to perform similar services for others during the term of this Agreement.

#### 6. Indemnity.

To the extent of Foundation's fault, Foundation shall indemnify, defend, and hold harmless the Agency, its directors, officers, agents, and employees, from and against any and all claims, damages, losses, causes of action, and demands, arising out of the negligence or intentional misconduct of Foundation or its employees in connection with the performance of the Services. To the extent of the Agency's fault, the Agency shall indemnify, defend and hold harmless Foundation; the Trustees of the California State University; the State of California, California State University, Fresno; and all of said entities' directors, officers, agents, and employees from and against any and all claims, damages, losses, causes of action and demands, arising out of the negligence or intentional misconduct of the Agency or its employees in connection with this Agreement. The obligation of each party to indemnify, defend and hold the other harmless as specified in this section 6 shall survive any expiration or earlier termination of this Agreement. Each party shall carry and maintain a general liability insurance policy with limits of no less than One Million Dollars (\$1,000,000) combined single limit per occurrence coverage that insures against personal injury and property damage claims.

#### 7. Termination of Agreement.

Either party hereto may terminate this Agreement at any time for any reason or no reason by providing the other party thirty (30) calendar days' advance written notice. In the event of early termination, the Agency shall pay Foundation for work performed and obligations incurred to the date of termination of this Agreement. The Agency may then proceed with the work in any manner deemed appropriate by the Agency.

#### 8. Workers' Compensation Insurance.

Foundation agrees to provide all necessary Workers Compensation Insurance for its employees, at its own cost and expense.

#### 9. Taxes.

Foundation agrees that its employees working under this Agreement have no entitlement to any future work from the Agency or to any employment or fringe benefits from the Agency. Payments to Foundation pursuant to this Agreement will be reported to federal and state taxing authorities as required. The Agency will not withhold any money from compensation payable to Foundation. In particular, the Agency will not withhold FICA (social security), state or federal unemployment insurance contributions, and/or state or federal income tax, or disability insurance. Foundation agrees that it is independently responsible for the payment of all applicable payroll taxes with respect to Foundation employees working under this contract.

#### 10. Notices.

All payments and any notices or communications under this Agreement shall be in writing and shall be deemed to be duly given if served personally on the party to whom notice is directed or if mailed to such party, in which case notice shall be deemed given forty-eight (48) hours after the same has been deposited in the United States mail, certified or registered, return receipt requested, postage prepaid, and addressed in the case of:

California State University, Fresno Foundation 4910 N. Chestnut Ave. Fresno, CA 93726

With a copy to:

California State University, Fresno San Joaquin Valley Rural Development Center Attention: Eduardo González, Director 550 E. Shaw Avenue, Suite 230 Fresno, CA 93710

and

Hanford Elementary School District Attention: Lucy Gomez 714 N White Street Hanford, CA 93230

(559) 585-3638 lgomez@hanfordesd.org

#### 11. No Entitlement.

Foundation agrees that there is no entitlement to any future contracts or work from the Agency or to any employment or fringe benefits from Agency. The Agency agrees that Foundation has no obligation to provide Services to the Agency after the expiration or earlier termination of this Agreement.

#### 12. Governing Law and Venue.

This Agreement and the rights and obligations of the parties shall be construed and enforced in accordance with the laws of the State of California, excluding its choice of law provisions. The parties also agree that in the event of litigation venue shall only lie with the appropriate state court or federal court located in Fresno County. The parties to this Agreement submit to the jurisdiction of the federal and state courts located in the County of Fresno, State of California.

#### 13, Binding Effect.

This Agreement shall inure to the benefit of and shall be binding upon Foundation and Agency and their respective heirs, executors, administrators, or successors.

#### 14. Severability.

If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions of this Agreement.

#### 15. Amendment.

The term of this Agreement shall not be amended in any manner whatsoever except by written agreement signed by the parties.

#### 16. Entire Agreement.

This Agreement constitutes the entire agreement and understanding between the parties. There are no understandings, agreements, representations, or warranties, expressed or implied, not specified in this Agreement.

#### 17. Attorneys' Fees.

In the event that either party hereto initiates litigation against the other to interpret or to enforce any of the terms or conditions of this Agreement, the prevailing party shall be entitled to an award of its attorneys' fees and costs incurred in such litigation.

#### 18. Compliance with Law.

Foundation agrees to perform the Services outlined by the Agreement in a professional and a competent manner. Each party hereto agrees to abide by all applicable federal, state and local laws relative to the subject matter of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the parties on the date and year first-above written.

### Hanford Elementary School District

BY:		Date:
	Joy Gabler or Designee Superintendent	
Calif	ornia State University, Fresno Foundation	
BY;	Deborah S. Adishian-Astone Executive Director	Date:
BY:	James E. Marshall  Dean of Research and Graduate Studies	Date:

Providing
Educational Services To Parents
throughout California

## FRESN@STATE

Parent University

### SOCIAL AND EMOTIONAL WELLNESS



In this course, Parents learn that they have a dual role to play in raising a self-aware, respectful child who knows how to manage his or her emotions, make responsible decisions, and resolve conflicts non-violently. Strategies include 1. creating a home environment of trust, respect, and support. 2. creating a climate that supports social and emotional learning - in and out of the includes guest speakers (identified experts in the field) who speak to parents about strategies for nurturing emotionally intelligent children. Additionally, parents learn best practices in managing synchronous and asynchronous strategies to boost student participation during online learning.

#### **DIGITAL LITERACY I & II**



The Digital Literacy I class is intended to teach program participants the solid foundation in Basic Computer Skills, Videoconferencing Software, Classroom Management software, Gmail, Google Apps, Internet, Search Engines, E-Safety, Telehealth, Online job search and online college pathways. Participants learn the fundamentals of basic computer skills and best practices in navigating the Internet, school district parent portals and utilizing parental control software. The digital literacy program helps participants learn, acquire and familiarize themselves with the skills necessary to navigate a computer and the software necessary to help their children with distance learning and online educational tools

#### **FINANCIAL LITERACY**



The Financial Literacy class is intended to provide parents with essential money management skills that include: budgeting, smart spending, borrowing, credit and FICO scores, buying power, banking and savings, tax-advantaged college savings programs including the 529 plan. Additionally, this course guides parents on how to set financial goals and understand various savings and lending programs

# \$6K WILL PROVIDE 4 (4 week classes) FROM THE 4 CLASSES AVAILABLE

- 2021-22 Classes will be 4 weeks per cohort
- 2 Times a week (Monday and Wednesday) or (Tuesday and Thursday)
- · 2 Hours each class (6:30pm-8:30pm) or Mornings
- · Serving a minimum of 15 parents, no max per class
- Classes are offered in English, Spanish, Punjabi, Triqui and Hmong
- · Classes may be added for an additional cost.

#### **LIMITED TIME OFFER**

Purchase 2 Classes Get 2 FREE, for a total of 4 Classes!

SAVING VALUE OF SEK

\* Must commit by August 15th to take advantage of this offer.



Parent University

Providing Educational Services to Parents throughout California

#### SOCIAL AND EMOTIONAL WELLNESS

In this course, Parents learn that they have a dual role to play in raising a self-aware, respectful child who knows how to manage his or her emotions, make responsible decisions, and resolve conflicts non-violently. Strategies include 1. creating a home environment of trust, respect, and support. 2. creating a climate that supports social and emotional learning – in and out of the classroom. This course includes guest speakers (identified experts in the field) who speak to parents about strategies for nurturing emotionally intelligent children. Additionally, parents learn best practices in managing synchronous and asynchronous strategies to boost student participation during online learning.



#### **DIGITAL LITERACY**

The Digital Literacy I class is intended to teach program participants the solid foundation in Basic Computer Skills, Videoconferencing Software, Classroom Management software, Gmail, Google Apps, Internet, Search Engines, E-Safety, Telehealth, Online job search and online college pathways. Participants learn the fundamentals of basic computer skills and best practices in navigating the Internet, school district parent portals and utilizing parental control software. The digital literacy program helps participants learn, acquire and familiarize themselves with the skills necessary to navigate a computer and the software necessary to help their children with distance learning and online educational tools.

#### **FINANCIAL LITERACY**

The Financial Literacy class is intended to provide parents with essential money management skills that include: budgeting, smart spending, borrowing, credit and FICO scores, buying power, banking and savings, tax-advantaged college savings programs including the 529 plan. Additionally, this course guides parents on how to set financial goals and understand various savings and lending programs



CONTACT:
ERICA DEL TORO
EDELTORO@CSUFRESNO.EDU



**2021** 

#### **Agenda Request Form**

TO: Joy C. Gabler

FROM: Bill Potter

DATE: December 07,2020

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

FOR: ( ) Information

(X) Action

Date you wish to have your item considered: August 25, 2021

#### ITEM:

Approval of Change Order 2 for the Richmond Modernization project

#### **PURPOSE:**

The scope of work in the contract has changed due to 15 changes from the original contract. The schedule was not impacted by these changes and the dollar amount falls under the amount budgeted in contingency for the project.

#### **FISCAL IMPACT:**

The increase to the original contract is \$13,120.00

#### RECOMMENDATION:

Approve change order 2

MANGINI ASSOCIATES INC. 4320 West Mineral King Avenue Visalia, California 93291

www.manginitus (559) 627-0530 Office (559) 627-1926 Fox

#### **CHANGE ORDER**

NO. 02

TO:

Oral E. Micham Inc.

P. O. Box 745

Woodlake, CA 93286

DATE: July 19, 2021

**CHANGE ORDER NO.:** 

Two

PROJECT NO.:

1817

PROJECT: Modernization of Lee Richmond Elementary School

**Hanford Elementary School District** 

**Hanford Elementary School District** 

THE CONTRACT IS CHANGED AS FOLLOWS:

See attached Exhibit "A" for Description of Work.

**TOTAL ADDS:** 

\$13,120.00

**TOTAL THIS CHANGE ORDER:** 

\$13,120.00

Attachments: None

to this change order.		
The original Contract Sum was		\$3,045,000.00
Net change by previous Change Orders	***************************************	
The Contract Sum prior to this Change Order	was	\$3,137,310.00
The Contract Sum will be changed by this Cha	inge Order	\$13,120.00
The new Contract Sum including this Change	Order will be	\$3,150,430.00
The Contract Time will be (Increased) (decrea	sed) (unchanged) ZERO DAYS	(0) days
The Date of Completion as of the date of this	Change order therefore is	Nov. 20, 2021
Contractor: Wire /m	Date	: 7.20·2021
Steve Tindle, Vice President Oral E.Micham Inc.  Architect:	Date	7/21/2021
Gilbert M. Hareng Cchitect Mangini Associates, inc.	) 	
Owner: lov Gabler, SuperIntendent	Date	<u> </u>

The Contractor agrees that this resolution constitutes a final accord and satisfaction of the Contractor's rights with respect

## CHANGE ORDER NO. 2 MODERNIZATION OF LEE RICHMOND ES

#### **EXHIBIT "A"**

Doces	inatan	of Work
Descr.	IDTION	OT WORK

Item No. 1; BL #6R: I

BL #6R: Per RFI 12, new water line and concrete patch at existing sinks in

Bldgs. 100 and 200.

ADD \$13,532.00

Reason: Owner Request.

Item No. 2: BL #09: Per RFi 19, provide credit to leave existing LED soffit lights in place.

**DEDUCT \$-15,969.00** 

Reason: Owner Request.

Item No. 3: BL #12: Per RFI 17, revise Detail 11/S13 for existing furring.

ADD \$1,045.00

Reason: Unforeseen Condition.

Item No. 4: BL #17: Provide credit for deletion of concrete at new drinking fountains.

DEDUCT \$-938.00

Reason: Architect Request.

Item No. 5: BL #18: Provide above ground junction box at existing main switchboard.

ADD \$4,813.00

Reason: Contractor Request.

Item No. 6: BL #19: Per RFI 26, provide bathroom door thresholds.

ADD \$590.00

Reason: Unforeseen Condition.

Item No. 7: BL #20: Per RFI 23, remove and reinstall shear panel to allow installation of

conduit and boxes.

ADD \$963.00

Reason: Unforeseen Condition.

item No. 8: BL #22: Per RFI 13, resecure 4 door frames at Bldg. 100.

ADD \$710.00

Reason: Unforeseen Condition.

Item No. 9: BL #24: Per RFI 32, demo concrete for waste line.

ADD \$247.00

Reason: Unforeseen Condition.

item No. 10; BL #25: Per RFi 20R, provide furring wall for electrical run in Bldg. 100.

ADD \$1,446.00

Reason: Contractor Request.

item No. 11: BL #27: Per RFI 39, condult repair on a time and materials basis.

ADD \$448.00

Reason: Unforeseen Condition.

Item No. 12: BL #29: Per RFI 40, run circuit overhead after damage during sidewalk

demolition.

ADD \$676.00

Reason: Unforeseen Condition.

Item No. 13: BL #30: Per RFI 35, add hose bibb on roof of Bldg. 200.

ADD \$511.00

Reason: Owner Request.

Item No. 14: BL #31: Per RFI 37, concrete saw cutting of sidewalks.

ADD \$3,803.00

Reason: Unforeseen Condition.

Item No. 15: BL #32: Per RFI 34, removal of horizontal sheathing.

ADD \$1,243.00

Reason: Unforeseen Condition.

TOTAL ADDS	\$30,027.00
TOTAL DEDUCTS	
<b>TOTAL THIS CHANGE ORDER.</b>	\$13,120.00

#### HANFORD ELEMENTARY SCHOOL DISTRICT

#### Human Resources Department AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Jaime Martinez

DATE: August 16, 2021

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

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: August 25, 2021

**ITEM:** Consider approval of personnel transactions and related matters.

#### **PURPOSE:**

#### a. Employment

#### Certificated

 Emily Thompson, PE Teacher, Probationary (Intern), Jefferson/Monroe split, effective 8/18/21

#### Classified

- Rosalie Chavez, Yard Supervisor 3.0 hrs., Richmond, effective 8/10/21
- Riley Davis, Licensed Vocational Nurse 8.0 hrs., Washington, effective 8/4/21
- Isabella Garcia, Special Education Aide 5.0 hrs., Monroe, effective 8/10/21
- Fernando Martinez, READY Program Tutor 4.5 hrs., Jefferson, effective 8/5/21
- Amy McClard, Educational Tutor 4.5 hrs., Washington, effective 8/10/21
- Carmen Aurora Pimentel, Educational Tutor 4.5 hrs., Hamilton, effective 8/10/21
- Samantha Ramirez, READY Program Tutor 4.5 hrs., Washington, effective 8/5/21
- Katie Reid-Eckert, Special Education Aide 5.0 hrs., Lincoln, effective 8/10/21
- Lynette Reyes, Food Service Worker II 2.5 hrs., Kennedy, effective 8/9/21
- Nallely Sandoval, Special Circumstance Aide 5.75 hrs., Roosevelt, effective 8/10/21

- Isabella Sanders, READY Program Tutor 4.5 hrs., Roosevelt, effective 8/10/21
- Jonathan Stevens, READY Program Tutor 4.5 hrs., Lincoln, effective 8/5/21
- Roxana Vasquez, Special Circumstance Aide 5.75 hrs., Washington, effective 8/10/21

#### Temporary Employees/Substitutes

- Shelby Alcaraz, Short-term Special Education Aide 5.0 hrs., Wilson, effective 8/10/21 to 12/17/21
- Yusra Almarush, Short-term Yard Supervisor 3.5 hours, Simas, effective 8/10/21 to 9/3/21
- Allen Christian Altamirano, Short-term Special Circumstance Aide 5.75 hrs., Richmond, effective 8/10/21 to 8/27/21
- Silvia Foreman, Short-term Special Circumstance Aide 5.75 hrs., Simas, effective 8/10/21 to 8/27/21
- Emily Lerma, Short-term Yard Supervisor 2.5 hrs., Hamilton, effective 8/10/21 to 8/27/21
- Ayesha Medina, Short-term Yard Supervisor 2.25 hrs., Richmond, effective 8/10/21 to 8/27/21
- Melanie Pimentel, Short-term Yard Supervisor 3.25 hrs., Simas, effective 8/10/21 to 8/27/21
- Debbie Raeber, Short-term Yard Supervisor 3.5 hrs., Simas, effective 8/10/21 to 9/3/21
- Jenny Rodriguez Crus, Short-term Yard Supervisor 3.5 hrs., Simas, effective 8/10/21 to 9/3/21
- Veronica Rodriguez, Short-term Yard Supervisor 1.5 hrs., Roosevelt, effective 8/10/21 to 8/27/21
- Sandra Virden, Short-term Yard Supervisor 3.5 hrs., Simas, effective 8/10/21 to 9/3/21
- Joseph Williams, Substitute Yard Supervisor, effective 8/10/21

#### **Transfers**

 Sylvia Pelaiz, Special Circumstance Aide – 5.75 hrs., Monroe to Special Education Aide – 5.0 hrs., Simas, effective 8/10/21

#### b. Promotion

 Audra Jauriqui, from Food Service Worker II – 2.5 hrs., District Kitchen to Food Service Utility Worker – 3.5 hrs., District Kitchen, effective 8/9/21

#### c. Resignations

- Amy McClard, Yard Supervisor 3.0 hrs., Monroe, effective 6/4/21
- Alyssa Null, Special Circumstance Aide 5.75 hrs., Simas, effective 6/4/21

- Rosemarie Rodriguez, Yard Supervisor 2.5 hrs., Washington, effective 6/4/21
- Vanessa Rosas, Yard Supervisor 6.5 hrs., Kennedy, effective 6/4/21
- Nallely Sandoval, Yard Supervisor 3.5 hrs., Roosevelt, effective 6/4/21
- Kyle Smith, PE Teacher, Jefferson/Monroe, effective 8/17/21

# d. Consider approval of an Internship Memorandum of Understanding between California State University, East Bay and Hanford Elementary School District

 Authorize agreement to enter into a Memorandum of Understanding between Hanford Elementary School District and California State University, East bay regarding Intern Teacher Support for the 2021-22 school year.

**RECOMMENDATION:** Approve.

#### California State University, East Bay College of Education and Allied Studies

Multiple Subject Teaching Credential
Single Subject Teaching Credential
Education Specialist Credential, Mild Moderate Disabilities
Education Specialist Credential, Moderate Severe Disabilities

#### MEMORANDUM OF UNDERSTANDING

### Student Teacher Under District Employment Contract (i.e., Intern) Support, Mentoring and Supervision

This MOU is an agreement between the Trustees of	of the California State University, hereinafter called the
"TRUSTEES," on behalf of California State Unive	ersity, East Bay, hereinafter called "CSU East Bay" and
the Hanford Elementary	School District ("District"), effective as of
August 9, 2021 (Insert Date).	

#### 1.0 Responsibilities Shared by the CSU East Bay and the District

- 1.2 CSU East Bay and the District share responsibility for providing each paid "Intern" with 189 minimum hours of annual support, mentoring and supervision. The 189 hours will include 144 hours of support, mentoring, and supervision in general education and/or Special Education and an additional 45 hours of annual support, mentoring, and supervision related to teaching English learners.
- 1.3 "Interns" who begin their District employment after the beginning of the school year shall receive a minimum level of support, mentoring, and supervision prorated equal to the number of instructional weeks remaining in the school year.
- "Interns" who are appointed at a time base of less than 1.00 or for less than a full year shall receive support that is commensurate with the percentage of their employment from the district. All Interns will receive full university support as mandated by the CTC.
- 1.5 A minimum of two hours of support, mentoring, and supervision shall be provided to an intern teacher every five instructional days.
- 1.6 The District certifies that "interns" do not displace certificated employees and that personnel are unavailable for the position. An effort is being made to develop a future applicant pool in high need areas.
- 1.7 The District ensures that the "intern" is teaching in his or her area of subject matter competence as evidenced by CSET or subject matter waiver.

#### 2.0 CSU East Bay Personnel and Resource Support

- 2.1 CSU East Bay "Intern" Coordinator
  - CSU East Bay shall appoint a CSU East Bay "Intern" Coordinator to perform the following:
  - a. Support all CSU East Bay "Interns";
  - b. Assist and monitor all "Interns" and CSU East Bay's University Supervisors;
  - c. Work closely with the District's Employer Provided Mentors (EPM) by providing training to all CSU East Bay US and will coordinate training of EPM with the district; and

d. Monitor the "intern's" completion of the "Intern" Support Record, documenting that the required number of hours of Support/Mentoring and Supervision have been met.

#### 2.2. CSU East Bay University Supervisor

CSU East Bay shall designate a University Supervisor (US) to provide support, mentoring and supervision. It shall be the responsibility of CSU East Bay to provide compensation and/or release time to the US. The US shall possess each of the following qualifications:

- a. Current knowledge of the content the intern teaches,
- b. Understanding of the context of public schooling,
- c. Ability to monitor best professional practices in teaching and learning, scholarship, and service,
- d. Knowledge about diverse abilities, cultural, ethnic and gender diversity, and English language development
- e. Thorough grasp of the academic standards and accountability systems that drive the curriculum of public schools
- f. A corresponding teaching credential as the "Intern" will earn or an Administrative Services Credential (general education only)

#### 3.0 District Personnel and Resource Support

#### 3.1 Employer Provided Mentor

The District shall designate an Employer Provided Mentor (EPM) to provide Support/Mentoring and Supervision to each "Intern". The EPM cannot be an administrator or evaluator of the "Intern". It shall be the responsibility of the District to provide compensation and/or release time to the EPM. The EPM shall possess each of the following qualifications:

- a. Valid corresponding Clear or Life credential same as the "Intern" will earn;
- b. Three years or more successful teaching experience; and
- c. English Learner (EL) Authorization.

# 3.2. <u>CSU East Bay University Supervisor – Employee Provided Mentor Meetings</u> The "Intern", the US and the EPM shall meet in person at least 3 times per semester to discuss the "Intern's" progress.

#### 3.3 Release Time

The District shall provide release time as needed for the "Intern" and EPM to meet. If there are no English learners in the "intern's" assigned class(es), the District shall provide release time for the "intern" to observe and work with English learners in another class or school.

#### 3.4 Employee Provided Mentor (EPM) Training

The District is responsible for the training of EPMs with the assistance of the CSU East Bay "Intern" Coordinator.

#### 4.0 CSU East Bay-Provided Support, Mentoring, and Supervision Support

- 4.1 <u>General Education and/or Special Education Observations by CSU East Bay University</u>
  Supervisor:
  - 4 visits to observe the "Intern" teaching, followed by one-on-one conferences totaling at least 8 hours per semester.
- 4.2 English Learner (EL) Observations by University Supervisor:

2 visits to observe the "Intern" teaching English Learners, followed by one-on-one conferences addressing issues related to English learners totaling at least 4 hours per semester.

4.3 Online Discussion Board, Email, and Phone Support by University Supervisor (US)
US will provide 10 hours per academic year of support and mentoring via Blackboard
Discussion Board, email, and phone.

#### 4.4 Seminars:

"Interns" will attend a fieldwork or other support seminar each semester for a total of 2 semester units or 30 hours minimum

4.5 <u>Intern" Support Record, or "My Internship Journal"</u>:

"The "Intern" Coordinator will communicate with "Interns" by email and/or phone and will monitor their completion of the "Intern" Support Record using the "app" "My Internship Journal" for a total of 5 hours per semester.

#### 5.0 District-Provided Support, Mentoring, and Supervision

5.1 General Education and/or Special Education Support and Supervision by Employee Provided Mentor (EPM)

The EPM will provide a minimum of 13 hours of support/mentoring and supervision per semester during school hours, including coaching, modeling, and demonstrating within the classroom, assistance with course planning and problem-solving regarding students, curriculum, and effective teaching methodologies.

- 5.2 English Learner Support and Supervision by Employee Provided Mentor
  The EPM will provide a minimum of **5 hours** per semester of support and supervision related to English Learners during the school day.
- 5.3 <u>District and School Site Professional Development and Meetings</u>
  "Interns" will attend a minimum of 45 hours per semester of District and school site-sponsored events including New Teacher Orientation, Grade Level, Department Meetings, Faculty meetings, and Professional Development Seminars.
- 5.4 The EPM will be invited to use "My Internship Journal" by the CSU East Bay "Intern" Coordinator.

The EPM will use this program to approve support that is provided to the "Intern".

#### 6.0 Additional Support Provided by the CSU East Bay and District (Shared Responsibility)

6.1 The US, the EPM, and the "intern" will meet 3 hours per semester.

#### 6.2 Individualized "Intern" Plan (IIP)

- a. The US, EPM, and the "Intern" shall develop the Individualized "Intern" Plan (IIP) during the first three weeks of school year.
- b. The IIP will specify the support, mentoring, and supervision the "Intern" will receive so that the total hours of annual Support/Mentoring and Supervision equal to 144 hours plus 45 additional hours specific to the needs of English Learners.
- c. The plan shall be approved by the CSU East Bay "Intern" Coordinator. The following are suggested mentoring activities that may be included in the plan, in addition to those mentioned above:

- 1. Observation of others teaching
- 2. Supervision of the "Intern"
- 3. Conferences, in person
- 4. Email or telephone conferences
- 5. Grade level/department meetings
- 6. Instructional planning
- 7. Logistical help before or after school (bulletin boards, seating arrangements)
- 8. Participation in District or Regional conferences
- 9. Review and discuss test results
- 10. Editing work-related writing (letters to parents, announcement, etc.)
- 11. Completion of interactive journal (Intern and either US or EPM)
- 12. Mentoring activities specific to Special Education interns such as the development of IEPs and conferences with general education teachers
- d. "Interns" are expected to attend all CSU East Bay classes; they may not attend District-sponsored activities or engage in extra paid assignments that interfere with class attendance.

#### 7.0 "Intern" Contract with the Teacher Education Department at CSU East Bay

- a. Each "Intern" will sign a contract agreeing to terms and responsibilities that are congruent with this MOU.
- b. The "Intern" Contract will include the names of the CSU East Bay University Supervisor (US) and the Employer Provided Mentor (EPM)
- c. By signing the contract the "intern" acknowledges that the internship may be revoked if the terms are not met.

#### 7.1 Individual "Intern" Profile

- a. CSU East Bay will maintain a computer-based Individual "Intern" Profile (IIP) for each Intern, summarizing the type and quantity of Support/Mentoring and Supervision each Intern receives
- b. CSU East Bay, the District, and the "Intern" will all provide information, as requested, to the CSU East Bay "Intern" Coordinator.
- c. "Intern" will register and provide all information online as required by the "Intern" Contract and this MOU.

#### 7.2 "Intern" Support Record

- a. Each CSU East Bay "intern" will complete an online "Intern" Support Record using "My Internship Journal" that documents the support received from CSU East Bay and District personnel.
- b. The "Intern" Coordinator will monitor completion of the "Intern" Support Records using "My Internship Journal" for each "intern".

#### 7.3 Oversight by Accreditation Coordinator

- a. The CSU East Bay Accreditation Coordinator, working with the CSU East Bay Intern Coordinator, shall make recommendations to the CSU East Bay Chair of the Department of Teacher Education, the Chair of the Department of Educational Psychology and the CSU East Bay Dean of the College of Education and Allied Studies regarding the performance of the CSU East Bay University Supervisors and the performance of the District in meeting all requirements included in this MOU.
  - b. The Accreditation Coordinator is responsible for reporting compliance with the "Intern" Support requirements to CTC.

#### 7.4 Oversight by CSU East Bay Dean

The CSU East Bay Dean of the College of Education and Allied Studies shall notify appropriate District administrators if CSU East Bay has concerns about the performance of District personnel.

#### 7.5 Oversight by District Administrator

Appropriate District administrators shall notify the CSU East Bay Dean of the College of Education and Allied Studies if there are concerns about the performance of CSU East Bay personnel.

#### 8.0 Term of the Agreement; Amending the Agreement; Termination of the Agreement

- 8.1 This Agreement shall be in effect beginning with the 2019 2020 school year and shall be continuous and be in place for each subsequent academic year until it is either amended or terminated by either party pursuant to sections 8.2 and 8.3 below.
- 8.2 Either the District or CSU East Bay may request that the other party meet to consider amendments to this Agreement at any time during the initial term or any subsequent renewals, in writing signed by both parties.
- 8.3 This Agreement may be terminated at any time by amending the termination date by written instrument signed by both parties in compliance with Section 9.0. General Provisions of this agreement or upon 30 day's advance written notice by one party to the other, provided, however, that in no event shall termination take effect with respect to currently enrolled interns, who shall be permitted to complete their training for any semester in which termination would otherwise occur.
- 8.4 CSU East Bay may request that the other party meet to consider amendments to this Agreement at any time during the initial term or any subsequent renewals, in writing signed by both parties.
- 8.5 This Agreement shall be effective as of August 9, 2021 and shall remain in effect for five (5) years, terminating on July 31, 2026.

#### 9.0 General Provisions

- 9.1 General Indemnity: The District and the CSU East Bay agree to indemnify, defend and hold harmless each other from any and all liability for any personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligence or willful misconduct of their respective officers, employees, agents or volunteers in the performance of this Agreement. This paragraph will survive expiration or termination of this Agreement.
- 9.2 Insurance Requirements Each party agrees to maintain commercial general liability coverage of at least \$2,000,000 per occurrence, \$4,000,000 aggregate and to provide evidence of coverage upon request. Insurance must be placed with insurers with a current A.M. Best rating of at least A: VII.
- 9.3 Workers' Compensation insurance coverage as required by the State of California.
- 9.4 District or CSU East Bay shall require University students assigned to the District pursuant to this MOU to comply with Education Code Section 45125.1, to a background check, paper screening, and Livescan clearance from Department of Justice and Federal Bureau of Investigation.

- 9.5 District or CSU East Bay shall require University students assigned to the District pursuant to this MOU to comply with Education Code Section 49406 to University students to provide evidence of negative tuberculosis test performed within 60 days of "Intern's" start date.
- 9.6 All parties shall agree that no person, patient, client, staff or student shall, on the basis of religion, race, color, national origin, ancestry, ethnic group identification, sex, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this agreement.
- 9.7 Mandatory Instruction and Reporting: Before a "Intern" is assigned to the District for placement, the CSU East Bay shall instruct such student on the applicable state and federal laws regarding unlawful discrimination (California Education Code sections 200-283 and Title IX, Section 504, Title VI) and mandated reporting of child abuse (Penal Code sections 11164-11174.35).
- 9.8 The District and CSU East Bay will meet upon request or as necessary to resolve any potential conflicts and to facilitate a mutually beneficial experience for all involved.
- 9.9 Provide the student with general and professional liability insurance in the amount of \$1,000,000 per occurrence, \$3,000,000 general aggregate. This insurance only applies if both parties have signed this Agreement.
- 9.10 Nothing contained in this Agreement confers on either party the right to use the other party's name without prior written permission, or constitutes an endorsement of any commercial product or service by the CSU East Bay.
- 9.11 This Agreement may not be altered unless both parties agree in writing. The parties agree to follow all applicable Federal, State and Local laws and regulations, including but not limited to laws prohibiting discrimination and harassment.

Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below:

#### District:

(Insert Name of District)
(Insert Name of Department)
(Insert Program Coordinator Name)
(Insert Title)
(Insert Address)
(Insert City, State Zip)
(Insert Telephone Number)
(Insert Email Address)

Hanford Elementary School District
Human Resources
Jaime Martinez
Assistant Superintendent, Human Resources
714 N. White Street, Hanford, CA 93232
559-585-3603

imartinez@hanfordesd.org

#### **CSU East Bay:**

Program Issues
College of Education & Allied Studies
Eric Engdahl, Department Chair
Hayward, CA 94542
510-885-4599 | eric.engdahl@csueastbay.edu

Contract Issues:
College of Education & Allied Studies
Robert Williams, Dean

### Hayward, CA 94542 510-885-7439 | Robert.williams@csueastbay.edu

IN WITNESS WHEREOF, this agreement has been executed by and on behalf of the parties hereto, the day and year first above written.

California State University, East Bay agrees to the terms and conditions described in this document: Authorized Signature Authorized Signature Date Date Eric Engdahl, Robert Williams, Department Chair-Teacher Education Dept Dean, College of Education & Allied Studies The Hanford Elementary School District agrees to the terms and conditions described in this document. By: Signature, District Representative Date Printed Name & Title By: Signature, Teachers' Association Representative (if applicable Date Printed Name & Title By: Signature, School Board Certification (if applicable) Date Printed Name & Title

#### Appendix A

# "Intern" Support: A Shared Commitment to Excellence in Teaching 196 Hours of Support per School Year

CSU East Bay Support: University Supervisor (US), Intern Coordinator	District Support: Employer Provided Mentor (EPM)	Shared Responsibility
	Regular Ed/Special Ed: EPM Support, Mentoring and Supervision  • 26 hours of support, mentoring, and supervision within the school day  EL: EPM Support and Supervision  • 10 hours of support, mentoring, and supervision related to English Learners during the school day (May include observations of EL in other classrooms)	<ul> <li>"Intern", US, EPM Meetings</li> <li>The "intern", the US and the EPM shall meet in person at least three times per semester (6 meetings, 1 hour each) to discuss the "Intern's" progress.</li> <li>During the first meeting the "intern", the US and the EPM will develop an Individualized "Intern" Plan (IIP), describing the support, mentoring and supervision the "intern" will receive The plan shall be approved by the CSU East Bay "Intern" Coordinator.</li> </ul>
Total 24 hours	Total 36 hours	Total 6 hours
(1 hour per week)	(1 hour per week)	
<ul> <li>Seminars</li> <li>Candidates will attend online and face-to-face fieldwork or other seminars focusing on problem solving with students, curriculum, and instruction for regular education and EL students (minimum of two semester units)</li> <li>Total 30 hours</li> <li>"Intern" Coordinator</li> <li>The "Intern" Coordinator will communicate with interns by email and/or phone and will monitor their completion of the "Intern" Support Record using the "app" "My Internship Journal"</li> </ul>	District or School-Sponsored Professional Development, Meetings  • "Interns" will attend a minimum of 90 hours of district and school site-sponsored professional development and meetings including new teacher orientation, grade level, department meetings, faculty meetings, and professional development seminars.  Candidate-initiated observations are also included.	
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The District and CSU East Bay will exchange the following contact information required in the "Intern" Support, Mentoring and Supervision of the Memorandum of Understanding in the MOU.

#### I. California State University, East Bay

#### A. Program Director Contact Information

Name:	Robert Williams	
Title	Dean	
Department:	College of Education & Allied Studies	
Contact	Sarah Arnett	
Telephone Number:	510-885-2272	
Email:	sarah.arnett@csueastbay.edu	
Mailing Address:	25800 Carlos Bee Blvd, AE-235, Hayward, CA 94542	

#### B. Intern Program Coordinator:

Name:	Eric Engdahl	
Title	Department Chair	
Department:	Teacher Education Department	
Telephone Number:	510-885-4599	
Email:	eric.engdahl@csueastbay.edu	
Mailing Address:	dress: 25800 Carlos Bee Blvd, AE-246, Hayward, CA 94542	

II. Hanford Elementary	School District (Insert Name
II. Hanford Elementary	School District (Insert Nam

#### A. Program Director Contact Information:

Name:	Jaime Martinez	
Title	Assistant Superintendent, Human Resources	
Department:	Human Resources	
Telephone Number:	559-585-3603	
Email:	jmartinez@hanfordesd.org	
Mailing Address:	714 N. White Street, Hanford, CA 93232	

#### B. <u>Program Coordinator</u>:

Name:	Michele Alexander	
Title	Certificated Personnel Manager	
Department:	Human Resources	
Telephone Number:	559-585-3603	
Email:	malexander@hanfordesd.org	
Mailing Address:	714 N. White Street, Hanford, CA 93232	

#### HANFORD ELEMENTARY SCHOOL DISTRICT

#### **AGENDA REQUEST FORM**

TO:	Joy C. Gabler	
FROM:	David Endo	
DATE:	08/16/	2021
FOR:		Board Meeting Superintendent's Cabinet
FOR:		Information Action

Date you wish to have your item considered: 08/25/2021

#### ITEM:

Consider approval of Resolution #05-22 regarding the accounting of developer fees.

#### **PURPOSE:**

Government Code sections 66001(d) and 66006(b) require school districts to make an annual accounting of the Capital Facilities Fund and to make additional findings every five years if there are any funds remaining in the Fund at the end of the prior fiscal year.

#### **FISCAL IMPACT:**

None.

#### **RECOMMENDATIONS:**

Approve the developer fee report and adopt Resolution #05-22.

RESOLUTION No. 05-22
RESOLUTION OF THE GOVERNING BOARD OF THE HANFORD ELEMENTARY SCHOOL DISTRICT
REGARDING ACCOUNTING OF DEVELOPMENT FEES
FOR THE 2020-2021 FISCAL YEAR
IN THE FOLLOWING FUND OR ACCOUNT:
2500-CAPITAL FACILITIES FUND
(Government Code sections 66001(d) & 66006(b))

#### 1. Authority and Reasons for Adopting this Resolution.

- A. This District levied school facilities fees pursuant to various resolutions, the most recent of which is dated February 26, 2020 and is referred herein as the "School Facilities Fee Resolution" and hereby incorporated by reference into this Resolution. Those resolutions were adopted under the authority of Education Code section 17620 (formerly Government Code section 53080). These fees have been deposited in the following fund or account: 2500-Capital Facilities Fund.
- B. Government Code sections 66001(d) and 66006(b) require this District to make an annual accounting of the Fund and to make additional findings every five years if there are any funds remaining in the Fund at the end of the prior fiscal year.
- C. Government Code sections 66001(d) and 66006(b) further require that the annual accounting of the Fund and those findings be made available to the public no later than December 27, 2021, that this information be reviewed by this Board at its regularly scheduled board meeting held no earlier than 15 days after they become available to the public, and that notice of the time and place of this meeting (as well as the address at which this information may be reviewed) be mailed at least 15 days prior to this meeting to anyone who has requested it.
- D. The Superintendent has informed the Board that a draft copy of this resolution (along with Exhibits A and B which are hereby incorporated by reference into this Resolution) was made available to the public on August 10, 2021. The Superintendent has further informed this Board that notice of the time and place of this meeting (as well as the address at which this information may be reviewed) was mailed at least 15 days prior to this meeting to anyone who had requested it.
- E. The Superintendent has also informed this Board that there is no new information which would adversely affect the validity of any of the findings made by this Board in its School Facilities Fee Resolution.

#### 2. What This Resolution Does.

This Resolution makes various findings and takes various actions regarding the Fund as required by and accordance with Government Code sections 66001(d) and 66006(b).

#### 3. Findings Regarding the Fund

Based on all findings and evidence contained in, referred to, or incorporated into this Resolution, as well as the evidence presented to this Board at this meeting, the Board finds each of the following with respect to the Fund for the 2020-2021 Fiscal Year:

- A. In reference to Government Code section 66006(b)(2), the information identified in Section 1 above is correct;
- B. In further reference to Government Code section 66006(b)(2), this Board has reviewed the annual accounting for the Fund as contained in Exhibit A and determined that it meets the requirements set forth in Government Code section 66006(b)(1);
- C. In reference to Government Code section 66001(d)(1), and with respect only to that portion of the Fund remaining unexpended at the end of the 2020-2021 Fiscal Year, the purpose of the fees is to finance the construction or reconstruction of school facilities necessary to reduce overcrowding caused by development on which the fees were levied, which facilities are more specifically identified in Exhibit B;
- D. In reference to Government Code section 66001(d)(2), and with respect only to that portion of the Fund remaining unexpended at the end of the 2020-2021 Fiscal Year, the findings and evidence referenced above demonstrate that there is a reasonable relationship between the fees and the purpose for which it is charged;
- E. In reference to Government Code section 66001(d)(3), and with respect only to that portion of the Fund remaining unexpended at the end of the 2020-2021 Fiscal Year, all of the sources and amounts of funding anticipated to complete financing in any incomplete improvements identified as the use to which the fees are to be put is identified in Exhibit B;
- F. In reference to Government Code section 66001(d)(4), and with respect only to that portion of the Fund remaining unexpended at the end of the 2020-2021 Fiscal Year, the approximate dates on which the funding referred to in paragraph e above is expected to be deposited into the approximate account or fund is designated in Exhibit B; and
- G. In reference to the last sentence of Government Code section 66006(d), because all of the findings required by that subdivision have been made in the fees that were levied in paragraphs c-f above, the District is not required to refund any moneys in the Fund as provided in Government Code section 66001(e).

#### 4. Superintendent Authorized to Take Necessary and Appropriate Action.

The Board further directs and authorizes the Superintendent to take, on its behalf, such further action as may be necessary and appropriate to effectuate this Resolution.

#### 5. Certificate of Resolution

I, Robert "Bobby" Garcia, President of	the Governing Board of the Hanford Elementary School
District of Kings County, State of Califo	ornia, certify that this Resolution proposed by
seconded by	, was duly passed and adopted by the Board, at an official
and public meeting this 25th day of Augu	ust, 2021, by the following vote:

AYES:	
NOES:	
ABSENT:	
ABSTAINED:	
	President, Board of Trustees
	Hanford Elementary School District
	Kings County, California

# EXHIBIT A TO RESOLUTION REGARDING ACCOUNTING OF DEVELOPMENT FEES FOR FISCAL YEAR 2020-2021 FOR THE FOLLOWING FUND OR ACCOUNT: 2500-CAPITAL FACILITIES FUND (the "Fund")

Per Government Code section 66006(b)(1)(A)-(H) as indicated:

A. A brief description of the type of fee in the Fund:

Level 1 school facilities fees.

B. The amount of the fee.

The Hanford Elementary School District levied \$2.45 per square foot of assessable space of residential construction and \$0.40 per square foot of commercial/industrial construction. It should be noted that the high school district also levies a school facilities fee in addition to the elementary school's based on its own Developer Fee Justification Study.

C. The beginning and ending balance of the Fund

See Attachment 1.

D. The amount of the fees collected and the interest earned.

See Attachment 1.

E. An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.

See Attachment 1.

F. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) subdivision (a) of section 66001, and the public improvement remains incomplete:

Classroom wing that is projected to be partially funded with development fees is scheduled to be completed 12/31/24.

G. A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan:

See Attachment 1.

H. The amount of refunds made pursuant to subdivision (e) of section 66001 and any allocations pursuant to subdivision (f) of section 66001:

N/A. No refunds or allocations were made pursuant to subdivision (e) or (f) of section 66001.

# EXHIBIT B TO RESOLUTION REGARDING ACCOUNTING OF DEVELOPMENT FEES FOR FISCAL YEAR 2020-2021 FOR THE FOLLOWING FUND OR ACCOUNT: 2500-CAPITAL FACILITIES FUND (the "Fund")

Per Government Code section 66001(d)(1)-(4) as indicated:

A. With respect to only the portion of the Fund remaining unexpended at the end of the 2020-2021 Fiscal Year, the purpose of the fees is to finance the construction or reconstruction of school facilities necessary to reduce overcrowding caused by the development on which the fees were levied, which facilities are more specifically identified as follows:

Installation and lease payments associated with portable classrooms.

- B. See section 3.D of the resolution.
- C. With respect to only the portion of the Fund remaining unexpended at the end of the 2021-2021 Fiscal Year, the sources and amounts of funding anticipated to complete financing in any incomplete improvements identified in paragraph A above are as follows:

Lease payments estimated at \$145,000 annually and are funded entirely with developer fees.

D. With respect to only the portion of the Fund remaining unexpended at the end of the 2020-2021 Fiscal Year, the following are the approximate dates on which the funding referred to in paragraph C above is expected to be deposited into the appropriate account of fund:

Lease payments (under the current terms) are not scheduled to be end until 2022.

8/9/2021 08.25.21 developer fee report.xlsx DCE

#### Attachment 1 Hanford Elementary School District

**BEGINNING BALANCE - 07/01/20** 

\$ 520,178.31

**REVENUE:** 

**DESCRIPTION** 

TOTAL FUNDS AVAILABLE	\$ 641,719.15
Interest	\$ 4,115.68
Fees 07/01/20-06/30/21	\$ 117,425.16

#### **EXPENSES:**

#### **PROJECT DESCRIPTION**

	% Funded by Fee	Project Costs	Other Sources
Portable leases	100% \$	111,360.00	N/A
Other services (Developer Fee Study, Master Planning, Etc.)	100% \$	41,500.00	N/A
TOTAL EXPENDITURES	\$	152,860.00	

#### ENDING BALANCE- 06/30/21

\$ 488,859.15

Residential Fee \$2.45/Square Foot (07/01/20-06/30/21)
Commercial Fee \$0.40/Square Foot (07/01/20-06/30/21)

#### **Multi-Year Summary**

Year	Begin	ning Balance	Fees Received	Interest/Other	Expenditures	En	ding Balance
2014-2015	\$	110,503.71	\$ 818,470.12	\$ 1,022.48	\$512,274.04	\$	417,722.27
2015-2016	\$	417,722.27	\$ 604,138.51	\$ 1,770.62	\$498,427.35	\$	525,204.05
2016-2017	\$	525,204.05	\$ 450,874.20	\$ 5,358.44	\$221,290.58	\$	760,146.11
2017-2018	\$	760,146.11	\$ 390,069.98	\$ 7,508.89	\$959,057.26	\$	198,667.72
2018-2019	\$	198,667.72	\$ 580,189.63	\$ 6,331.02	\$170,316.79	\$	614,871.58
2019-2020	\$	614,871.58	\$ 81,079.36	\$ 10,380.75	\$186,153.38	\$	520,178.31