

Hanford Elementary School District

REGULAR BOARD MEETING AGENDA

Wednesday, October 12, 2022
HESD District Office Board Room
714 N. White Street, Hanford, CA

OPEN SESSION

5:30 p.m.

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

CLOSED SESSION

- **Student Discipline** *(Education Code Section 48918... requires closed sessions in order to prevent the disclosure of confidential student record information)*

Administrative Panel Recommendations

Case# 23-03 Wilson

OPEN SESSION

5:45 P.M.

Take action on closed session items

1. PRESENTATIONS, REPORTS AND COMMUNICATIONS

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

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

2. CONSENT ITEMS

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

- a) Accept warrant listings dated September 23, 2022 and September 30, 2022.
- b) Approve minutes of Regular Board Meeting held on September 28, 2022.
- c) Approve interdistrict transfers as recommended.
- d) Approve donation of \$100.00 from Command Zone Games & Hobbies, LLC.

3. INFORMATION ITEMS

NONE

- *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.*

4. BOARD POLICIES AND ADMINISTRATION

- a) Consider for approval the Naloxone Standing Order Application (Gabler)
- b) Consider for approval a waiver for a nonpublic school that is not certified by the State Department of Education (McConnell)
- c) Consider for approval the Memorandum of Understanding with West Hills College Lemoore for the READY Expanded Learning Program (McConnell)
- d) Consider for approval the Memorandum of Understanding with Hanford Joint Union High School District (HJUHS) regarding Transportation Services (Potter)
- e) Consider for approval the following revised Board Policy and Administrative Regulation: (Rubalcava)
 - BP/AR 6158 – Independent Study

5. PERSONNEL (Martinez)

a) Employment

Classified

- Galen Dominguez, Food Service Worker I – 3.0 hrs., Monroe, effective 9/27/22
- Ruby Hernandez, Food Service Worker I – 3.0 hrs., King, effective 9/26/22
- Korin Lopez, Food Service Worker I – 3.0 hrs., Lincoln, effective 9/26/22
- Martha Medina Morales, Yard Supervisor – 3.5 hrs., Monroe, effective 9/19/22
- Ashley Ruby, READY Program Tutor – 4.5 hrs., Monroe, effective 9/23/22
- Laurie Tolbert, Special Circumstances Aide – 5.75 hrs., Monroe, effective 9/19/22

Classified Temps/Sub

- Wendy Avila, Substitute Yard Supervisor, effective 9/19/22
- Perla Cooper, Substitute Yard Supervisor, effective 9/26/22
- Precious Garcia, Substitute Yard Supervisor, effective 9/26/22
- Melissa Luna, Substitute Yard Supervisor, effective 9/21/22
- Savannah Treviño, Substitute READY Program Tutor, effective 9/20/22
- Nathan Tsutsui, Substitute READY Program Tutor, effective 9/26/22

More Hours/Days

- Sara Lira, from Yard Supervisor – 1.75 hrs., King to Yard Supervisor – 2.50 hrs., King, effective 9/19/22

Short Term Classified

- Madisen Brown-Perriera, Short-Term Yard Supervisor – 3.5 hrs., Kennedy, effective 10/3/22-11/19/22

Employment and Certification of Temporary Athletic Team Coaches pursuant to Title 5 CCR 5594

- Reunite Mims, Boys 4-6th Football, Hamilton, effective 9/19/22-10/29/22

b) Termination of Probationary Employee

- Joseph Williams, Yard Supervisor – 3.5 hrs., Monroe, effective 10/14/22

c) Volunteers

Name

Teresa Cook

Angelica Valenzuela

Mary Bunch

Kelsey Rabanal

Rosalina Ramos

Russell Barcarse-Rabanal

School

Hamilton

Richmond/Hamilton

Kennedy

King

King

King

<u>Name</u>	<u>School</u>
Xochitl Archutigui	King
Bernice Meraz	Monroe
Maria Hernandez	Monroe
Melinda Beer	Monroe
Sandra Robles-Reyes	Monroe
Tiffany Miller	Monroe
Delia Daria-Farpella	Roosevelt
Lupe Quezada	Roosevelt
Patricia Rodriguez	Simas
Ana Hernandez-Perez	Washington
Francisca Chandler	Washington
Keila Flores	Washington
Jessica Rivera Munoz	Washington/JFK
David Bower	OSS
Nathan Morris	OSS
Anastasia Tullos	OSS

6. FINANCIAL (Endo)
NONE

ADJOURN MEETING

HANFORD ELEMENTARY SCHOOL DISTRICT
AGENDA REQUEST FORM

TO: Joy Gabler
FROM: Jay Strickland
DATE: September 30, 2022

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

Date you wish to have your item considered: October 12, 2022

ITEM: Administrative Panel Recommendations

PURPOSE:

Case# 23-03 - Wilson

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 10/03/2022

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 10/12/2022

ITEM:

Consider approval of warrants.

PURPOSE:

The administration is requesting the approval of the warrants as listed on the registers dated: 09/23/22 and 09/30/22.

FISCAL IMPACT:

See attached.

RECOMMENDATIONS:

Approve the warrants.

Warrant Register For Warrants

Dated 09/23/2022

Warrant Number	Vendor Number	Vendor Name	Amount
12695983	6253	AT&T – Telephone Communications	\$169.47
12695984	8037	CALIFORNIA DEPARTMENT OF PUBLIC – Other Services	\$312,539.55
12695985	7986	EVERBRITE INVESTMENT CO – Materials/Supplies	\$1,840.33
12695986	5946	THE HARTFORD – Health/Welfare Benefits	\$1,525.68
12695987	778	KEENAN & ASSOC. MED. EYE SERV. – Health/Welfare Benefits	\$11,136.11
12695988	796	KINGS COUNTY OFFICE OF ED – Other Services	\$51.00
12695989	7521	LITERACY RESOURCES LLC – Other Services, Books	\$637.24
12695990	7732	METLIFE SMALL MARKET – Health/Welfare Benefits	\$4,628.69
12695991	1367	SISC III – Health/Welfare Benefits	\$638,176.00
12695992	1392	SOUTHERN CALIFORNIA EDISON CO. - Utilities	\$3,643.44
12695993	1403	STANISLAUS FOUNDATION – DENTAL – Health/Welfare Benefits	\$15,808.90
12695994	7811	TRAVEL HAVEN MOTEL – Other Services	\$846.72
12695995	1508	U.S. POSTAL SERVICE (CMRS-POP) – Postage	\$4,000.00
12695996	3154	UPS – Postage	\$10.49
12695997	1575	WALMART COMMUNITY RFCSLLC – Materials/Supplies	\$6,571.63
12695998	6943	WEST VALLEY SUPPLY – Materials/Supplies	\$179.11
12695999	7170	WEVIDEO INC. – Other Services	\$598.00
12696000	2405	WPS – Materials/Supplies	\$1,089.39

Total Amount of All Warrants:

\$1,003,451.75

Credit Card Register For Payments
Dated 09/23/2022

Document Number	Vendor Number	Vendor Name	Amount
14034192	635	HANFORD CHAMBER OF COMMERCE – Membership Dues	\$300.00
14034193	806	KINGS COUNTY TROPHY – Materials/Supplies	\$608.64
14034194	831	LAKESHORE LEARNING MATERIALS – Materials/Supplies	\$555.56
Total Amount of All Credit Card Payments:			\$1,464.20

Warrant Register For Warrants

Dated 09/30/2022

Warrant Number	Vendor Number	Vendor Name	Amount
12696757	8049	DANIEL ADAMS – Reimburse-Other Services	\$37.00
12696758	8050	MELISSA ADAMS – Reimburse-Other Services	\$37.00
12696759	4787	AKJ WHOLESALE LLC – Books	\$20.95
12696760	1142	MICHELE ALEXANDER – Reimburse-Mileage	\$27.38
12696761	6431	AMAZON.COM – Materials/Supplies	\$6,544.55
12696762	7810	AMERICA'S BEST VALUE INN – Other Services	\$630.00
12696763	59	ARAMARK UNIFORM & CAREER – Food Services- Other Services	\$290.55
12696764	3947	ATKINSON ANDELSON LOYA RUUD & ROMO – Other Services	\$7,154.44
12696765	4983	B & H PHOTO-VIDEO – Materials/Supplies	\$2,959.76
12696766	3258	BANK OF AMERICA – Materials/Supplies, Other Services, Travel/Conference	\$8,108.89
12696767	113	BARNES AND NOBLE-5886056 – Books	\$50.45
12696768	1690	BATTERY SYSTEMS – Materials/Supplies	\$159.10
12696769	7399	BIMBO BAKERIES USA – Food Services-Food	\$1,836.68
12696770	7366	BRECK'S ELECTRIC MOTORS INC. – Materials/Supplies	\$78.70
12696771	7731	CASSANDRA BUSTAMANTE – Reimburse-Other Services	\$85.00
12696772	236	STATE OF CALIFORNIA – Other Services	\$2,563.00
12696773	3822	LINDSEY CALVILLO – Reimburse-Materials/Supplies	\$408.95
12696774	253	JAIME CAMACHO – Reimburse-Materials/Supplies	\$123.22
12696775	8040	KELSEY CAMPBELL – Reimburse-Mileage, Travel/Conference	\$111.81
12696776	7212	JESSICA CASAS – Reimburse-Materials/Supplies	\$106.42
12696777	355	CDT INC. – Other Services	\$177.00
12696778	8052	CHECK POINT SOFTWARE – Other Services	\$6,720.00
12696779	7985	COAST TROPICAL – Food Services-Food	\$5,936.20
12696780	3089	COMMITTEE FOR CHILDREN – Materials/Supplies, Other Services	\$8,720.53
12696781	3611	CONSCIOUS TEACHING LLC – Books	\$598.15
12696782	7863	CONSTAR SUPPLY – Materials/Supplies	\$658.65
12696783	8041	PERLA COOPER – Reimburse-Other Services	\$25.00
12696784	366	CORWIN PRESS – Travel/Conference	\$398.00
12696785	387	CSBA – Travel/Conference	\$6,255.00
12696786	405	DASSEL'S PETROLEUM INC. – Materials/Supplies	\$9,539.70
12696787	415	DELRAY TIRE & RETREADING INC. – Services/Repair	\$646.70
12696788	7511	KAYLA DUPREE – Reimburse-Mileage	\$21.50
12696789	6274	ANTHONY ECK – Reimburse-Materials/Supplies	\$75.32
12696790	6882	EDUCATIONAL DESIGN – Other Services	\$297.00
12696791	7317	FORENSIC ANALYTICAL SERVICES INC. – Services/Repair	\$1,785.00
12696792	1393	GAS COMPANY – Utilities	\$362.65
12696793	591	GOLD STAR FOODS – Food Services-Food	\$11,480.40
12696794	5975	VANESSA GOMEZ – Reimburse-Materials/Supplies	\$200.00
12696795	3656	HANFORD AUTO & TRUCK PARTS – Materials/Supplies	\$605.87
12696796	8042	JULIA HARRIS – Reimburse-Other Services	\$37.00
12696797	1895	JENNIFER HENDERSON – Reimburse-Materials/Supplies	\$191.92
12696798	8043	ANA HERNANDEZ – Reimburse-Other Services	\$37.00
12696799	3489	HYATT - MANCHESTER GRAND – Travel/Conference	\$1,075.22
12696800	7593	INCIDENT IQ LLC – Other Services	\$12,245.00
12696801	4597	IVS COMPUTER TECHNOLOGY – Roosevelt Mod Project	\$5,553.38
12696802	6573	IXL LEARNING – Other Services	\$1,650.00
12696803	759	DARYL L. JOHNSON – Reimburse-Materials/Supplies	\$12.55
12696804	7248	MEGAN LETSON – Reimburse-Materials/Supplies	\$200.00

Warrant Register For Warrants

Dated 09/30/2022

Warrant Number	Vendor Number	Vendor Name	Amount
12696805	6749	LIVESCHOOL – Other Services	\$5,148.00
12696806	6581	JENNIFER LOCHER – Reimburse-Materials/Supplies	\$54.99
12696807	7090	SHANNON LOEWEN – Reimburse-Materials/Supplies	\$200.00
12696808	7681	EUGENIO LOPEZ – Reimburse-Other Services	\$1,800.00
12696809	912	MANGINI ASSOCIATES INC. – JFK HVAC, Roos Mod, Woodrow Admin	\$12,343.37
12696810	5312	MCDERMONT VENTURE INC. – Richmond & Hamilton Field Trips	\$6,065.20
12696811	7101	SHELBY MCWELLS – Reimburse-Materials/Supplies	\$119.10
12696812	6018	NAfME – Membership Dues	\$151.00
12696813	4188	CHAD NIELSEN – Reimburse-Mileage	\$40.56
12696814	5111	P & R PAPER SUPPLY COMPANY INC – Food Services-Materials/Supplies	\$3,707.07
12696815	8045	HOLLY PARREIRA – Reimburse-Other Services	\$37.00
12696816	7404	MADISON POLLARD – Reimburse-Materials/Supplies	\$199.29
12696817	1168	PRODUCERS DAIRY PRODUCTS – Food Services-Food	\$14,159.18
12696818	7287	RAMOS MOBILE DETAILING – Services/Repair	\$11,550.00
12696819	7346	RMA GEOSCIENCE INC. – Roos Mod Project	\$243.00
12696820	3883	SHEREESE ROSE – Reimburse-Travel/Conference, Mileage	\$46.50
12696821	1303	SAVE MART SUPERMARKETS – Food Services-Food	\$189.96
12696822	2013	MICHELLE SCHOFIELD – Reimburse-Materials/Supplies	\$51.15
12696823	1325	SCHOOL NURSE SUPPLY – Materials/Supplies	\$146.35
12696824	7337	JAMEE SERRATO – Reimburse-Materials/Supplies	\$72.15
12696825	1801	SMART & FINAL STORES (HFD KIT) – Food Services-Materials/Supplies	\$196.89
12696826	6995	SOCIAL THINKING PUBLISHING – Materials/Supplies	\$1,238.65
12696827	7405	SOFTCHOICE CORPORATION – Other Services	\$48,475.44
12696828	3800	SONITROL OF FRESNO – Other Services	\$7,823.88
12696829	1392	SOUTHERN CALIFORNIA EDISON CO. – Utilities	\$16,523.26
12696830	1403	STANISLAUS FOUNDATION – DENTAL – Health/Welfare Benefits	\$13,752.65
12696831	1405	STAPLES CREDIT PLAN – Materials/Supplies	\$292.79
12696832	3694	JEROD STRONG – Reimburse-Materials/Supplies	\$119.76
12696833	1444	SYSCO FOODSERVICES OF MODESTO – Food Services-Food	\$24,309.85
12696834	6032	TUMBLEWEED PRESS INC – Other Services	\$719.10
12696835	1504	TURF STAR INC. – Materials/Supplies	\$1,845.60
12696836	1521	UNITED REFRIGERATION INC. – Materials/Supplies	\$2,531.77
12696837	1780	UNITED RENTALS – Services/Repair	\$3,724.13
12696838	3154	UPS - Postage	\$38.17
12696839	4522	US AIR CONDITIONING DIST INC. – Materials/Supplies	\$3,711.02
12696840	8051	DEBORA VILLASENOR – Food Services-Refund	\$10.00
12696841	7498	MARISSA WARNER – Reimburse-Materials/Supplies	\$116.52
12696842	7229	LEANN WILLIAMSON – Reimburse-Mileage, Travel/Conference	\$111.81

Total Amount of All Warrants:

\$288,703.75

Credit Card Register For Payments

Dated 09/30/2022

Document Number	Vendor Number	Vendor Name	Amount
14034241	4276	LEARNING A-Z – Other Services	\$1,126.24
14034242	1214	REALLY GOOD STUFF – Materials/Supplies	\$818.53
14034243	2524	ROCHESTER 100 INC. – Materials/Supplies	\$186.00
14034244	1313	SCHOLASTIC TEACHERS STORE – Books	\$751.53
14034245	1322	SCHOOL HEALTH CORPORATION – Materials/Supplies	\$84.91
14034246	1326	SCHOOL SERVICES OF CALIF. INC. – Travel/Conference	\$195.00
14034247	5294	WEST MUSIC COMPANY – Materials/Supplies	\$354.09

Total Amount of All Credit Card Payments: \$3,516.30

Hanford Elementary School District
Minutes of the Regular Board Meeting
 September 28, 2022

Minutes of the Regular Board Meeting of the Hanford Elementary School District Board of Trustees on September 28, 2022, at the District Office Board Room, 714 N. White Street, Hanford, CA.

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

HESD Managers Present Joy C. Gabler, Superintendent, and the following administrators were present: Kristina Baldwin, David Endo, Javier Espindola, Ramiro Flores, Amy Fochetti, Matthew Gamble, David Goldsmith, Lucy Gomez, Robert Heugly, Jennifer Levinson, Jaime Martinez, Karen McConnell, Jill Rubalcava, Cruz Sanchez-Leal and Jay Strickland.

CLOSED SESSION

Closed Session Trustees adjourned to closed session at 5:30 for the purpose of:

- Student Discipline pursuant to Education Code section 48918

Open Session Trustees returned to open session at 5:47 p.m.

Case #23-01 Trustee Hernandez moved to accept the Findings of Facts and expel Case #23-01 for the remainder of the 2022-2023 school year for violation of Education Code 48900 and/or 48915 as determined by the Administrative Panel at hearings held on September 26, 2022. Parents may apply for readmission on or after January 9, 2023. If readmission is granted, students may return to regular school in probationary status on a Behavioral Conditions Plan through June 3, 2023. Trustee Garcia seconded; motion carried 5-0:

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

Case #23-02 Trustee Hernandez moved to accept the Findings of Facts and expel Case #23-02 for the remainder of the 2022-2023 school year for violation of Education Code 48900 and/or 48915 as determined by the Administrative Panel at hearings held on September 26, 2022. Parents may apply for readmission on or after June 3, 2023. Trustee Revious seconded; motion carried 5-0:

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

Case #22-04 Trustee Hernandez moved to revoke readmission for Case #22-04 based upon the student's failure to abide by school and district rules upon return to regular school. Parents may apply for readmission on or after January 9, 2023. Trustee Strickland seconded; motion carried 5-0:

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

PRESENTATION, REPORTS AND COMMUNICATIONS

**Public
Comments** None

**Board and Staff
Comments** Trustee Garcia visited Mrs. Rodriguez's 5th grade class at Jefferson on August 31st. Mrs. Rodriguez's class was having various projects related to science. They studied solids and liquids and had the opportunity to enjoy root beer floats while learning. The students wrote him thank you letter for the root beer floats. Trustee Garcia brought them in to share with the Board. He thanks Mrs. Rodriguez for the opportunity.

**Requests to
Address the
Board** None

**Dates to
Remember** President Garner reviewed dates to remember: Elementary Football & Softball Games – September 30th; Elementary Football & Softball Games – October 6th; Harrier Classic-Cross Country – October 11th; Regular Board Meeting – October 13th.

CONSENT ITEMS

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

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

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

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

The items approved are as follows:

- a) Warrant listings September 9, 2022 and September 16, 2022.
- b) Approve minutes of Regular Board Meeting held on September 14, 2022.
- c) Approve interdistrict transfers as recommended.

INFORMATION ITEMS

7/1/22 – 8/31/22 Financial Report

- a) David Endo, Chief Business Official, presented for information the monthly financial reports for the period of 07/01/2022 – 08/31/2022. He stated everything is going according to plan.

Independent Citizen's Bond Oversight Committee Annual Report

- b) David Endo, Chief Business Official, presented for information the Independent Citizen's Bond Oversight Committee Annual Report. He stated the packet includes the expenditures approved by the committee.

2022-23 Enrollment Loss

- c) Jason Strickland, Director of Child Welfare and Attendance, presented for information the 2022-2023 Enrollment Loss. He shared a PowerPoint presentation and reviewed the following:
 - State Trends – for the first time California's K-12 system enrolls fewer than 6 million students. Enrollment fell by 110,000 students.
 - Private School Trends – public schools did lose enrollment to home schools. About 26,000 students went to a private school last year.
 - County School Trends – Kings County lost about 400 kids overall. Every school district lost enrolment except Armona Charter.
 - HESD's 5-Year Enrollment View and Loss of Enrollment for 2022-2023. We lost 113 to in the area and 146 to out of the area.
 - In the Area: 29 to Lemoore, 23 to Pioneer, 22 to Armona, 12 to Crossroads, 9 to Kit Carson, 6 to St. Rose, 4 to Hanford Christian, 3 to Kings River Hardwick, 2 to home schools, 1 to Bair and 1 to Lakeside.
 - Out of the Area: 57 in the Central Valley, 16 in Southern California, 8 in Northern California, 36 to another State and 13 to another county.
 - Per Site: Hamilton – 14 students, Jefferson – 12 students, Kennedy – 22 students, MLK – 24 students, Monroe – 41 students, Richmond – 7 students, Roosevelt – 17 students, Simas 42 students, Washington – 38 students, and Woodrow – 23 students.

Trustee Strickland asked if we have students coming into HESD. Jay stated we are at the same enrollment as we were last year. We would like more students enrolling at HESD. President Garner asked if anything stood out to Jay on his end. Jay stated he was more surprised with the enrollment lost to out of state.

2022-23 Local Control Accountability Update

- d) Robert Heugly, Director of Program Development, Assessment & Accountability, presented for information the Clarification Update to the 2022-2023 Local Control Accountability Plan. The LCAP was revised after the Kings County Office of Education's review and suggestions.

BP/AR 6158

- e) Jill Rubalcava, Assistant Superintendent to Curriculum, presented for information the following revised Board Policy and Administrative Regulation:

- BP/AR 6158 – Independent Study

BOARD POLICIES AND ADMINISTRATION

Central California Intelligence Center

- a) Trustee Revious made a motion to approve a consultant contract with Central California Intelligence Center to provide a vulnerability assessment on safety and security for 3 school sites at HESD. Trustee Strickland seconded; motion carried 5-0:
- Garcia – Yes
 - Garner – Yes
 - Hernandez – Yes
 - Revious – Yes
 - Strickland – Yes

Ray Trinidad, Mpact People

- b) Trustee Garcia made a motion to approve a consultant contract with Ray Trinidad, Mpact People for team building actives with the READY staff on meeting social emotions needs of students. Trustee Strickland seconded; motion carried 5-0:
- Garcia – Yes
 - Garner – Yes
 - Hernandez – Yes
 - Revious – Yes
 - Strickland – Yes

California State University, Fresno Foundation

- c) Trustee Garcia made a motion to approve a consulting services agreement with California State University, Fresno Foundation to provide Parent University Virtual Modules. Trustee Revious seconded; motion carried 5-0:
- Garcia – Yes
 - Garner – Yes
 - Hernandez – Yes
 - Revious – Yes
 - Strickland – Yes

KCOE

- d) Trustee Garcia made a motion to approve the renewal of Ground Lease for Telecommunications Towers and Indemnification Agreement with KCOE. Trustee Strickland seconded; motion carried 5-0:
- Garcia – Yes
 - Garner – Yes
 - Hernandez – Yes
 - Revious – Yes
 - Strickland – Yes

BP 3110

- e) Trustee Garcia made a motion to approve the revised Board Policy 3110 – Transfer of Funds. Trustee Revious seconded; motion carried 5-0:
- Garcia – Yes
 - Garner – Yes
 - Hernandez – Yes
 - Revious – Yes
 - Strickland – Yes

- BP/AR 3523** f) Trustee Garcia made a motion to approve the revised Board Policy and Administrative Regulation 3528 – Electronic Signatures. Trustee Revious seconded; motion carried 5-0:
Garcia – Yes
Garner – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes
- PB/AR 3550** g) Trustee Garcia made a motion to approve the revised Board Policy and Administrative Regulation 3550 – Food Service/Child Nutrition Program. Trustee Revious seconded; motion carried 5-0:
Garcia – Yes
Garner – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes
- BP/AR 3551** h) Trustee Garica made a motion to approve the revised Board Policy and Administrative Regulation 3551 – Food Service Operations/Cafeteria Fund. Trustee Revious seconded; motion carried 5-0:
Garcia – Yes
Garner – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes
- BP/AR 3553** i) Trustee Garcia made a motion to approve the revised Board Policy and Administrative Regulation 3553 – Free and Reduced Price Meals. 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 “d” together. Trustee Garcia 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 “d”. Trustee Hernandez seconded; the motion carried 5-0:

Garcia – Yes

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

The following items were approved:

**Item "a" –
Employment**

Classified

- Cristina Cervantes, READY Program Tutor – 4.5 hrs., King, effective 9/8/22
- Melinda Casarez, Educational Tutor – 4.5 hrs., Richmond, effective 9/6/22

Classified Temps/Sub

- Leslie Arakelian, Substitute Yard Supervisor, Clerk Typist I and Student Specialist, effective 9/8/22
- Olivia Chavez, Substitute Yard Supervisor, effective 9/5/22
- Ronnie Leal, Substitute Yard Supervisor and Custodian I, effective 9/7/22
- Maria Patino de Ponce, Substitute Yard Supervisor, effective 9/6/22
- Francisca Perez, Substitute Yard Supervisor, effective 9/12/22
- Rosa Rodriguez, Substitute Clerk Typist I, effective 9/9/22
- Alex Santiago, Athletic Coach, effective 8/31/22
- Steven Santiago, Athletic Coach, effective 9/2/22
- Alijah Turner, Athletic Coach, effective 9/8/22

Short Term Classified

- Neida Chavez, Short-Term Yard Supervisor – 3.5 hrs., Simas, effective 9/12/22-10/28/22
- Maria Palacios, Short-Term Yard Supervisor – 3.0 hrs., Roosevelt, effective 9/6/22-10/28/22

Employment and Certification of Temporary Athletic Team Coaches pursuant to Title 5 CCR 5594

- Mariah Benitez, Girls 4-6th Softball, Hamilton, effective 8/22/22-10/29/22
- Demerio Carre, Boys 4-6th Football, Washington, effective 8/22/22-10/29/22
- Joseph Hernandez, Jr High Drum Coach, Kennedy and Wilson, effective 9/9/22-6/2/23
- Michael Quiñones, Girls 4-6th Softball, Washington, effective 8/22/22-10/29/22
- Alex Santiago, Boys 4-6th Football, Monroe, effective 8/31/22-10/29/22
- Steven Santiago, Boys 4-6th Football, Hamilton, effective 9/2/22-10/29/22
- Kelvin Shepherd, Boys 7th Football, Wilson, effective 8/22/22-10/26/22
- Alijah Turner, Girls 8th Volleyball, Wilson, effective 9/8/22-10/26/22

**Item "b" –
Resignations**

Classified

- Maria Herrera Gamboa, Substitute Yard Supervisor, effective 9/2/22

**Item "c" –
Volunteers**

<u>Name</u>	<u>School</u>
Irene Gallegos	Jefferson
Estefania Garcia De La Torre	Hamilton
Darlean Levario	Monroe
Debrjah Montejano	Simas
Bodhi Vigario	Roosevelt

**Item "d" –
UMASS**

Consider approval of an Agreement between University of Massachusetts (UMASS) Global (formerly Brandman University) and Hanford Elementary School District

- Authorize to enter into a Memorandum of Understanding between Hanford Elementary School District and UMASS Global for the placement of student teachers and interns for 2022-23 school year.

Adjournment There being no further business, President Garner adjourned the meeting at 6:23 p.m.

Respectfully submitted,

Joy C. Gabler,
Secretary to the Board of Trustees

Approved:

Jeff Garner, President

Lupe Hernandez, Clerk

No	Reason	A/D	Sch Req'd	Home Sch	Date
I-279	O	A	Simas	Pioneer	10/03/2022
I-280	FLI	A	Jefferson	Kit Carson	10/03/2022

No	Reason	A/D	Sch Req'd	Home Sch	Date
O-162	O	A	Kit Carson	Richmond	10/03/2022

HANFORD ELEMENTARY SCHOOL DISTRICTAGENDA REQUEST FORM

TO: Joy Gabler

FROM: Jennifer Levinson

DATE: October 3, 2022

For: ☒ Board Meeting
☐ Superintendent's Cabinet

For: ☐ Information
☒ Action

Date you wish to have your item considered: October 12, 2022

ITEM: Donation of various items valued at \$100.00 from Command Zone Games & Hobbies, LLC. to Monroe Elementary School.

PURPOSE: Accept donation valued at \$100.00 from Command Zone Games & Hobbies, LLC. to Monroe Elementary School.

FISCAL IMPACT (if any): \$100.00

RECOMMENDATION (if any): Action.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Board of Trustees

FROM: Joy C. Gabler

DATE: 10/03/22

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 10/12/22

ITEM: Consider approval of the Naloxone Standing Order Application

PURPOSE: The Drug Enforcement Agency and the California Department of Public Health both have issued alerts regarding the increase of opioid-related overdose deaths especially in youth ages 10 – 19 years of age. Naloxone is a life-saving medication used to reverse an opioid overdose. The California Department of Public Health has issued a standing order allowing community organizations and other entities in California that are not currently working with a physician, to distribute naloxone to a person at risk of an opioid-related overdose. By approving the application for the Naloxone Standing Order, our HESD school sites would have Naloxone on site. The Standing Order is a two-year order with the ability to submit another application at the end of the two years. As per the requirement of the Standing Order, identified staff will be trained in the administration of Naloxone.

FISCAL IMPACT: None**RECOMMENDATIONS:** Approve

NALOXONE APPLICATION INFORMATION

Please review the information below before applying for a standing order

The purpose of this standing order is to help reduce morbidity and mortality associated with opioid overdose by facilitating the distribution and administration of Naloxone Hydrochloride (Naloxone). Naloxone is an opioid antagonist indicated for the complete or partial reversal of opioid overdose, including respiratory depression, induced by natural and synthetic opioids. It may be delivered intramuscularly with a needle or intranasally. Naloxone is indicated for emergency treatment of a known or suspected opioid overdose. It is not a substitute for emergency medical care.

This standing order is issued pursuant to paragraphs (1) and (2) of subdivision (c) of Section 1714.22 of the California Civil Code, which allows a licensed health care provider authorized to prescribe an opioid antagonist to issue a standing order for the distribution and administration of naloxone.

(California pharmacists do not need to use the standing order. Pharmacists can dispense naloxone without a prescription from a health care provider as authorized and in compliance with Business and Profession Code Section 4052.01.)

This standing order authorizes:

- A. Non-prescribing entities to distribute naloxone to individuals at risk of opioid overdose, their family members and friends, or other persons in a position to assist during an opioid-related overdose, who have completed an opioid overdose prevention and treatment training program.
- B. The administration of naloxone received from the entity using this standing order to assist a person experiencing or reasonably suspected of experiencing an opioid overdose, by a family member, friend, or other person who has received opioid overdose prevention and treatment training from an opioid overdose prevention and treatment training program.
- C. "Non-prescribing entities" means organizations that do not employ or contract with a medical provider that has a license to prescribe and can issue a standing order and provide oversight for the distribution and administration of naloxone.

1. A non-prescribing entity must apply for this standing order with the California Department of Public Health and agree to the terms and conditions specified.

- D. "Opioid overdose prevention and treatment training program" means any program operated by a local health jurisdiction or that is registered by a local health jurisdiction to train individuals to prevent, recognize, and respond to an opiate overdose, and that provides, at a minimum, training in all of the following:

1. The causes of an opiate overdose.
2. Mouth to mouth resuscitation.
3. How to contact appropriate emergency medical services.
4. How to administer an opioid antagonist.

Additionally, the training program should include how to recognize an opioid overdose.

An example of an "overdose prevention and treatment training program" that is registered with or operated by a state or local health jurisdiction includes, but is not limited to:

- Administering Naloxone - CDPH training video

All non-prescribing entities that intend to use the standing order must complete the on-line application process and agree to the terms and conditions specified.

Continue to Application

Page Last Updated : August 24, 2021

NALOXONE STANDING ORDER APPLICATION

Instructions

Complete the application below. Please ensure the person applying is authorized to be the representation of your organization to apply for and receive this standing order. The information submitted in this application should be publicly accessible information and may be subjected to the Public Records Act. After submitting the application information below, a copy of the statewide standing order will be issued to the applicant. If, after submitting your application, you do not receive a standing order, please contact NaloxoneStandingOrder@cdph.ca.gov

First Name of Authorized Person <input type="text" value="Joy"/>	Entity Name <input type="text" value="Hanford Elementary School District"/>
Middle <input type="text" value="C."/>	Type of Entity <input type="text" value="School/College/University"/>
Last Name <input type="text" value="Gabler"/>	If "Other" is selected, please specify <input type="text" value="Please Specify"/>
Suffix <input type="text" value="Suffix"/>	Physical Address <input type="text" value="714 N. White Street"/>
Are you applying to renew your statewide standing order? <input type="text" value="No"/>	Address Line 2 <input type="text" value="PO Box 1067"/>
You must certify and agree to the information in this section to receive a standing order. Solve the captcha to validate you are human if it appears. I hereby certify that the information provided on this application form is correct. <input checked="" type="checkbox"/> I hereby certify that I have read, understand, and accept all the terms and conditions under which the standing order is valid for use below. <input checked="" type="checkbox"/> <input type="button" value="Submit"/>	City <input type="text" value="Hanford"/>
	State <input type="text" value="CA"/>
	Entity Zip Code <input type="text" value="93230"/>
	Zip Code(s) of the service area(s) served <input type="text" value="93230"/>
	Public Phone Number <input type="text" value="(559) 585-3604"/>
Public Email Address <input type="text" value="jgabler@hanfordesd.org"/>	

Terms and Conditions

By submitting the online application form, the entity:

1. Certifies that the contact and location information provided is correct.
2. Will ensure that any of its affiliates or subcontractors apply for their own standing order.
3. Agrees to allow the California Department of Public Health to contact the entity using the information provided on the application form.
4. Agrees to allow the California Department of Public Health to use the information provided on the application form to track the use of the standing order and conduct other public health and epidemiological surveillance activities.
5. Acknowledges that the standing order cannot be used to purchase or sell naloxone.
6. Agrees to ensure that entities and individuals receiving and administering naloxone receive opioid overdose prevention and treatment training as defined.
7. Agrees to maintain and report, at the time of renewal, information regarding the number of doses of naloxone distributed under this standing order.
8. If known/available, agrees to maintain and report information, upon renewal, regarding the number of reversals that occurred using naloxone distributed under this standing order.
9. Agrees to re-register for the standing order if there is a change in the information required on this form.
10. Agrees to maintain a copy of the standing order, which will include these terms and conditions.

Expiration, Renewal and Review

This standing order will automatically expire two years from the date that it is signed. The standing order can be renewed. The standing order should be reviewed carefully against the most current recommendations, and may be revised or updated.

[Privacy](#) [Terms](#)

Page Last Updated : September 8, 2021



CDPH Statewide Naloxone Standing Order Frequently Asked Questions (FAQs)

Updated September 2022



1. What is naloxone?

Naloxone is a life-saving medication used to reverse an opioid overdose, including heroin, fentanyl, and prescription opioid medications. With a fentanyl overdose, two or more doses of naloxone may need to be given. Naloxone works by blocking the opioid receptor sites, reversing the toxic effects of the overdose. Naloxone is administered when a patient is showing signs of opioid overdose. Naloxone can be quickly given by intranasal spray, intramuscular (into the muscle), subcutaneous (under the skin), or by intravenous injection. Naloxone is safe and easy to use, works almost immediately, and is not addictive. Naloxone has very few negative effects, no effect if opioids are not in a person's system, and no potential for abuse. Naloxone requires a prescription but is not a controlled substance.

Learn more about [naloxone](#).

2. What is the purpose of the CDPH statewide naloxone standing order (CDPH standing order)?

The CDPH standing order was issued in 2017 by the state Public Health Officer (authorized by [California Civil Code Section 1714.22](#)) to:

- 1) Allow community organizations and other entities in California (see response to question #4 for examples) that are not currently working with a physician, to distribute naloxone to a person at risk of an opioid-related overdose or to a family member, friend, or other person in a position to assist; and
- 2) Allow for the administration of naloxone by a family member, friend, or other person to a person experiencing or reasonably suspected of experiencing an opioid overdose.

3. Why is a CDPH standing order needed in California?

Many community organizations and entities in California can help reduce deaths associated with opioid overdose by distributing naloxone but find it difficult to obtain the required standing order from an appropriate health care provider. CDPH issued the standing order to address this need and support equitable naloxone access.

4. How can community organizations and entities in California apply for the CDPH standing order?

The application is online. To apply, visit the CDPH [statewide standing order for naloxone webpage](#) for the application instructions, Terms and Conditions, and a [training video](#) on how to give naloxone.

5. Who is eligible to use the standing order?

Community organizations or entities in California are eligible to use the CDPH standing order if they can provide naloxone to those at risk of opioid overdose or to individuals in a position to respond during an opioid overdose. Examples include, but are not limited to:

- First responders
- Emergency medical services
- Fire authorities
- Law enforcement, courts, and criminal justice partners
- Veteran organizations
- Homeless programs
- Schools and universities
- Libraries
- Religious entities
- Community organizations
- Substance Use Disorder Recovery Facilities
- Hospital Emergency Departments
- Public health departments
- Harm reduction and syringe exchange/services programs

6. Once an online application is submitted, how long does the applicant have to wait to receive the standing order?

Immediately after the application is submitted, the CDPH standing order is generated on the application webpage. Be sure to save the CDPH standing order to a computer and print a physical copy for your records.

7. Does CDPH maintain copies of applications?

CDPH maintains a record of applicant data submitted, but not does not maintain copies of each applicant's standing order. When completing an application, be sure to save the standing order to a computer and print a physical copy for your records. If a copy is needed, a new application must be completed online.

8. Do California pharmacists need to apply for the standing order to distribute naloxone?

No, California pharmacists do not need to apply for the CDPH standing order. Pharmacists can dispense naloxone without a prescription from a health care provider as authorized and in compliance with [California Business and Profession Code Section 4052.01](#).

9. What are the data reporting requirements for applicants?

When reapplying for the CDPH standing order, organizations and entities are required to report the number of doses of naloxone distributed, and, if known/available, the number of overdose reversals that occurred using naloxone distributed under the CDPH standing order.

10. Does the standing order expire?

Yes, the CDPH standing order expires two years from the signature date of the state Public Health Officer. Prior to expiration, CDPH renews the standing order and emails all current applicants with a courtesy notification to reapply. It is the responsibility of the organization and entity to reapply. Review the CDPH standing order [Terms and Conditions](#) to learn more.

11. Is training required to distribute naloxone?

Yes, anyone who distributes naloxone under the CDPH standing order must complete opioid overdose prevention and treatment training, and also provide training to individuals who they distribute naloxone to. Minimum training requirements and a [training video](#) are included on the [CDPH standing order for naloxone webpage](#).

For additional training resources, visit the website getnaloxonenow.org and the Harm Reduction Coalition's [Overdose Prevention and Naloxone Manual](#).

12. Can the CDPH standing order be used to purchase or sell naloxone?

No, the CDPH standing order cannot be used to purchase or sell naloxone (see question #2 for the purpose of the CDPH standing order).

13. How can community organizations and entities in California receive naloxone?

Qualified organizations and entities can request free naloxone from the California Department of Health Care Services (DHCS) through the Naloxone Distribution Project (NDP). The NDP aims to reduce opioid overdose deaths through the provision of free naloxone.

Visit the [NDP webpage](#) for a list of eligible organizations and application requirements and learn more by reviewing the [NDP FAQs document](#). The applying organization must provide a copy of their standing order or a physician's prescription.

14. Do individuals need to apply for the CDPH standing order to obtain naloxone?

No, individuals are not eligible for the CDPH standing order. However, there are many options for individuals to obtain naloxone:

- 1) Get a naloxone prescription from a health care provider and fill it at a pharmacy.
- 2) Purchase naloxone from a pharmacist without a prescription from a health care provider (authorized by [California Business and Professions Code Section 4052.01](#)). A pharmacist can determine if naloxone is covered by an individual's health care insurance and can bill for this cost as appropriate.
- 3) Request naloxone from a local community organization working to reduce the number of opioid-related overdose deaths. Local overdose prevention coalitions and [harm reduction programs](#) may have naloxone available for individuals.
- 4) Get free naloxone from California's [syringe services programs](#) through the California Harm Reduction Supplies Clearinghouse.
- 5) Learn more about online and mail-based harm reductions services, including naloxone, offered by [NEXT Distro California](#).

15. Have other states issued statewide standing orders for naloxone?

As of August 2020, all 50 states and the District of Columbia have some form of a naloxone access law. The laws vary by state. Source: [Naloxone Access: Summary of State Laws](#).

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Karen McConnell

DATE: September 28, 2022

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: October 12, 2022

ITEM: Specific waiver for a nonpublic school that is not certified by the State Department of Education

PURPOSE: In order to submit a waiver to the State Department of Education, the Board of Trustees must approve the waiver to be submitted.

FISCAL IMPACT: None

RECOMMENDATIONS: Approve

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Karen McConnell

DATE: October 3, 2022

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: October 12, 2022

ITEM: Memorandum of Understanding between West Hills College Lemoore and the Hanford Elementary School District.

PURPOSE: To provide recreational activities to students in the READY Expanded Learning Program and to foster a collaborative community partnership between West Hills College Lemoore student athletes and the Hanford Elementary School District.

FISCAL IMPACT: None

RECOMMENDATIONS: Approve



Memorandum of Understanding

Between

West Hills College Lemoore and Ready Program, Hanford Unified School District
School District

This Memorandum of Understanding (MOU) is entered into by West Hills College Lemoore, Athletics Program, located at 555 College Avenue, Lemoore, CA 93245, and The Ready Program, located at Hanford Elementary School District. 714 N White ST Hanford CA 93230
School District District Address

- A. Purpose: The purpose of this MOU is to formalize field experience opportunities with the school site/district and West Hills College Lemoore that will place college student-athletes at school sites for work-based learning and community connection hours in the areas of teaching, instruction, and coaching.
- B. Objectives:
- Develop shared goals between West Hills College Lemoore and Ready Program to foster student growth and engagement.
 - Develop student's educational experience.
 - Place college students at site to volunteer time in recreation activities.
 - Observing
 - Working with small groups
 - Completing daily tasks/activities as needed
 - Volunteering in After School Programs
 - Focus learning areas for experience relating to:
 - Recreation Activities
 - Athletics
 - Goal Setting
 - Teamwork/Collaboration
 - Promote higher education K-6, through work-based learning.
- C. Roles and Responsibilities: Each site will be responsible for the following roles, as it is aligned with the purpose of the agreement.

- a. West Hills College Lemoore agrees to:

Responsibility/Activity	Responsible Staff
<i>Provide 4 student-athletes per session to execute a practice plan.</i>	
<i>Have student expectations and responsibilities in place and an agreement signed with each participating student.</i>	
<i>Every student assigned to an on-campus classroom will complete the COVID protocols for the college and elementary school site in.</i>	
<i>Every Student assigned to an on-campus classroom will obtain a valid criminal summary and report subsequent criminal or arrest records to Hanford Elementary School District</i>	

*The information given is a suggestion, the roles and responsibilities can be decided with both parties. *

b. Hanford Elementary School District _____:

School District /Site	
Responsibility/Activity	Responsible Staff
<i>Have assigned sites and sports.</i>	
<i>Provide proper athletic equipment and staff for support.</i>	

The information given is a suggestion, the roles and responsibilities can be decided with both parties.

- D. Goals: The goal of this MOU is to give college students the opportunity to volunteer at K-6 school sites, gain understanding and knowledge of the instruction, outreach, and mentorship, and bring the K-6 setting together with the college level to promote higher level education; and begin to open pathways/prospects for more work together in the future.
- E. Confidentiality: To ensure the safety of students, all parties of the MOU will agree to adhere to all procedures placed within this MOU. The following information further discusses protocols that will need to be in place:
- The college student-athletics working with this program will complete all proper protocols to meet school requirements for placement on campus.
 - The college and district/site will give clear protocols for student responsibilities to keep open communication between all parties involved.
- F. Compensation: There is no exchange of funds for this MOU. Neither party shall be liable to the other for payment for any resources, personnel or services under this MOU.
- G. Indemnification:
- Hanford Elementary School District shall hold West Hills College Lemoore, its agents, officers, employees and volunteers harmless from, save, indemnify, and defend the same against, any and all claims and damages for injury to person or property, and related costs and expenses (including reasonable attorney's fees), arising out of any act or omission of District, its agents, officers, employees, or volunteers, during the performance of its obligations under this MOU.
 - West Hills College Lemoore shall hold Hanford Elementary School District, its agents, officers, employees and volunteers harmless from, save, indemnify and defend the same against, any and all claims and damages for injury to person or property, and related costs and expenses (including reasonable attorney's fees), arising out of any act or omission of District, its agents, officers, employees, or volunteers, during the performance of its obligations under this MOU.
- H. Effective Date and Duration: The MOU and obligations hereunder shall be effective upon signatures and dates of all parties, The agreement and the scope of services under this MOU will cover all services beginning October 12, 2022 and shall remain in effect until June 1, 2025
- I. Termination of MOU for Convenience of Either Party: Any party may terminate this MOU at any time by giving to the other party thirty (30) days written notice of each termination. Termination for convenience shall be effective at 11:59 p.m., Pacific Standard time on the intended date for termination (the "Termination Date").

This Memorandum of Understanding is the complete agreement between West Hills College Lemoore and Ready Camp, and may be amended only by written agreement signed by each of the parties involved.

West Hills College Lemoore

Signed: <u>James Preston</u>	<u>President</u>	<u>9/28/2022</u>
Signature	Title	Date
Signed: <u>Shanna Owens</u>	<u>Vice Chancellor of Business and Fiscal Services</u>	<u>9/28/2022</u>
Signature	Title	Date
<hr/>		
School District/Site		
Signed: _____	_____	_____
Signature	Title	Date
Signed: _____	_____	_____
Signature	Title	Date

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Bill Potter

DATE: 10/03/2022

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 10/12/2022

ITEM:

Consider approval of a Memorandum of Understanding with Hanford Joint Union High School District (HJUHSD) regarding transportation services.

PURPOSE:

HJUHSD is experiencing a shortage of bus drivers and has requested that Hanford Elementary School District (HESD) help in covering its obligations. While HESD is currently fully staffed in the transportation department, there could be instances when driver availability becomes an issue and have asked HJUHSD to reciprocate the offer.

FISCAL IMPACT:

Dependent on the level of use.

RECOMMENDATIONS:

Approve the Memorandum of Understanding with Hanford Joint Union High School District regarding transportation services.

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN HANFORD
ELEMENTARY SCHOOL DISTRICT AND HANFORD JOINT UNION HIGH SCHOOL
DISTRICT REGARDING TRANSPORTATION SERVICES**

This Memorandum of Understanding (hereinafter “MOU”) is made and entered this 12th day of October 2022, by and between the Hanford Elementary School District (hereinafter “HESD”) and the Hanford Joint Union High School (hereinafter “HJUHS”).

RECITALS:

- A. HJUHS and/or HESD may be providing transportation services as needed to each other for the 2022-2023 school year.
- B. HJUHS and HESD has the experience and resources to provide transportation services to students.
- C. HESD and HJUHS had the responsibility, experience, and expertise to oversee and collaborate with each other on the effectiveness and overall success of the transportation services.

Accordingly, HESD and HJUHS hereby agree to the following:

- 1. Term. This MOU is a one (1) year agreement for the school year of 2022-2023, or until there is no further need.
- 2. Scope of Work:
 - a. These transportation services are to be provided on an as needed basis.
 - b. Transportation services will be coordinated between the respective transportation departments.
- 3. Compensation. HESD and/or HESD agree to pay each other an agreed upon amount based on the transportation services.
- 4. Invoices.
 - a. HJUHS and/or HESD agree to invoice each respective Fiscal Services Department.
 - b. Each Department will be billed for every transportation service as needed between HESD and HJUHS.
 - c. HJUHS and/or HESD agree to pay invoices in full within 30 days of receipt of the aforementioned invoices.
- 5. Indemnification.
 - a. General Indemnification for HESD. HJUHS shall hold HESD, its elected officials, agents, officers, employees, and volunteers harmless from, save, indemnify, and defend the same against, any and all claims, and damages for injury to person or property, and related costs and expenses (including

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

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

Dated: _____


By: _____
Joy Gabler, Superintendent
Hanford Elementary School District

Dated: _____

By: _____
Victor Rosa, Superintendent
Hanford Joint Union High School District

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy Gabler
FROM: Jill Rubalcava 
DATE: 9/30/2022

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: October 12, 2022

ITEM: AR/BP 6158 Independent Study

PURPOSE: Board Policy 6158 – Independent Study Policy updated to reflect NEW LAW (AB 181, 2022) Administrative Regulation 6158 – Independent Study Regulation updated to reflect NEW LAW (AB 181, 2022)

FISCAL IMPACT: none

RECOMMENDATIONS: Approval

Policy 6158: Independent Study

Status: DRAFT

Original Adopted Date: 04/08/2015 | **Last Revised Date:** 08/11/2021

The Governing Board authorizes independent study as an optional alternative instructional strategy for students whose needs may be best met through study outside of the regular classroom setting. Independent study shall offer a means of individualizing the educational plan to serve students who desire a more challenging educational experience, whose health or other personal circumstances make classroom attendance difficult, who are unable to access course(s) due to scheduling problems, and/or who need to make up credits or fill gaps in their learning. As necessary to meet student needs, independent study may be offered for short- or long-term placements, on a full-time or part-time basis, and/or in conjunction with part- or full-time classroom study.

The Board shall hold a public hearing when considering the scope of its existing or prospective use of independent study as an instructional strategy, its purposes in authorizing independent study, and factors bearing specifically on the maximum realistic lengths of assignments and acceptable number of missed assignments for specific populations of students or adult education students. (Education Code 51747; 5 CCR 11701)

The Superintendent or designee may provide a variety of independent study opportunities, including, but not limited to, through a program or class within a comprehensive school, an alternative school or program of choice, a charter school, and an online course.

Student participation in independent study shall be voluntary and no student shall be required to participate. (Education Code 51747, 51749.5, 51749.6)

Independent study for each student shall be under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300. Students' independent study shall be coordinated, evaluated, and documented, as prescribed by law and reflected in the accompanying administrative regulation. (Education Code 51747.5)

The ratio of average daily attendance for independent study pupils to school district full-time equivalent certificated employees responsible for independent study, shall not exceed the equivalent ratio of average daily attendance to full-time equivalent certificated employees providing instruction in other educational programs operated by the school district, unless a new higher or lower average daily attendance ratio for all other educational programs offered is negotiated in a collective bargaining agreement or a memorandum of understanding is entered into that indicates an existing collective bargaining agreement contains an alternative average daily attendance ratio.

Not more than 10 percent of the pupils participating in an opportunity school or program, calculated as specified by the department, shall be eligible for apportionment credit for independent study. A pupil who is pregnant or is a parent who is the primary caregiver for one or more of their children shall not be counted within the 10 percent cap.

Special education pupils may participate in independent study if their individualized education program (IEP) specifically provides for that participation. EC Section 51745(c)

A temporarily disabled pupil shall not receive individual instruction pursuant to Section 48206.3 through independent study.

Statewide testing results shall be reported and assigned to the school at which the student is enrolled and shall be included in the aggregate results of the district. Test results also shall be disaggregated for purposes of comparisons with the test results of students enrolled in classroom-based courses.

The minimum period of time for any independent study option shall be three consecutive school days. (Education Code 46300)

General Independent Study Requirements

The Superintendent or designee may offer and approve independent study for an individual student upon

determining that the student is prepared to meet the district's requirements for participation and is likely to succeed as well as or better than the student would in the regular classroom setting.

The minimum instructional minutes shall be the same for all students at each school including students participating in independent study, except as otherwise permitted by law. (Education Code 46100)

Because excessive leniency in the duration of independent study assignments may result in a student falling behind peers and increase the risk of dropping out of school, independent study assignments shall be completed no more than ~~one week~~ 10 school days after assigned for all grade levels and types of programs. When necessary based on the specific circumstances of the student's approved program, the Superintendent or designee may allow for a longer period of time between the date an assignment is made and when it is due. However, in no event shall the due date of an assignment be extended beyond the termination date specified in the student's written agreement.

An evaluation shall be conducted to determine whether it is in a student's best interest to remain in independent study whenever the student fails to make satisfactory educational progress and/or misses ~~three~~ five assignments. Satisfactory educational progress shall be determined based on all of the following indicators: (Education Code 51747)

1. The student's achievement and engagement in the independent study program, as indicated by the student's performance on applicable student-level measures of student achievement and engagement specified in Education Code 52060
2. The completion of assignments, assessments, or other indicators that evidence that the student is working on assignments
3. Learning of required concepts, as determined by the supervising teacher
4. HESD SCH 104A at-risk criteria: If a student is determined to be at-risk based on the local SCH 104A process, an evaluation shall be immediately conducted to determine whether it is in a student's best interest to remain in independent study.
5. Progress towards successful completion of the course of study or individual course, as determined by the supervising teacher

The Superintendent or designee shall ensure that students participating in independent study are provided with content aligned to grade level standards at a level of quality and intellectual challenge substantially equivalent to in-person instruction. For high schools, this shall include access to all courses offered by the district for graduation and approved by the University of California (UC) or the California State University (CSU) as creditable under the A-G admissions criteria. (Education Code 51747)

The Superintendent or designee shall ensure that all students participating in independent study for 15 school days or more receive the following throughout the school year: (Education Code 51747)

1. For students in grades transitional kindergarten, kindergarten, and grades 1 to 3, opportunities for daily synchronous instruction
2. For students in grades 4-8, opportunities for both daily live interaction and at least weekly synchronous instruction
3. ~~For students in grades 9-12, opportunities for at least weekly synchronous instruction~~

The Superintendent or designee shall ensure that procedures for tiered reengagement strategies are used for all students participating in an independent study program for 15 school days or more who are: (Education Code 51747)

1. Not generating attendance for more than ten percent of required minimum instructional time over four continuous weeks of the district's approved instructional calendar
2. Not participating in synchronous instructional offerings pursuant to Education Code 51747.5 for more than 50 percent of the scheduled times of synchronous instruction in a school month as applicable by grade span

3. In violation of their written agreement
- 4.

Tiered reengagement strategies procedures used in district independent study programs shall include local programs intended to address chronic absenteeism, as applicable, including but not limited to the following: (Education Code 51747)

1. Verification of current contact information for each enrolled student
2. Notification to parents/guardians of lack of participation within one school day of the recording of a nonattendance day or lack of participation
3. A plan for outreach from the school to determine student needs, including connection with health and social services as necessary
4. A clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being

The Superintendent or designee shall, for students who participate in an independent study program for 15 school days or more, develop a plan to transition students whose families wish to return to in-person instruction from independent study expeditiously, and, in no case, later than five instructional days. (Education Code 51747)

When any student enrolled in classroom-based instruction is participating in independent study due to necessary medical treatment or inpatient treatment for mental health or substance abuse under the care of appropriately licensed professionals, the student shall be exempt from the live interaction and/or synchronous instruction, tiered reengagement strategies, and transition back to in-person instruction requirements specified above. In such cases, evidence from appropriately licensed professionals, of the student's need to participate in independent study, shall be submitted to the Superintendent or designee. (Education Code 51747)

The Superintendent or designee shall ensure that a written agreement exists for each participating student as prescribed by law. (Education Code 51747, 51749.5)

Upon the request of the parent/guardian of a student, and before signing a written agreement as described below in the section "Master Agreement," the district shall conduct a telephone, video conference, or in-person student-parent-educator conference or other meeting during which the student, parent/guardian, and, if requested by the parent/guardian an advocate, may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study. (Education Code 51747)

Master Agreement

A written agreement shall be developed and implemented for each student participating in independent study for three or more consecutive school days. (Education Code 46300, 51747)

For student participation for 15 school days or more, a signed written agreement shall be obtained before the student begins independent study. For student participation of less than 15 school days, a signed written agreement shall be obtained within ten school days of the first day of the student's enrollment. (Education Code 46300, 51747)

The agreement shall include general student data, including the student's name, address, grade level, birth date, school of enrollment, and program placement.

The independent study agreement for each participating student also shall include, but is not limited to, all of the following: (Education Code 51747; 5 CCR 11700, 11702)

1. The manner, time, frequency, and place for submitting the student's assignments, reporting the student's academic progress, and communicating with a student's parent/guardian regarding the student's academic progress

2. The objectives and methods of study for the student's work and the methods used to evaluate that work
3. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work
4. A statement of the Board's policy detailing the maximum length of time allowed between an assignment and its completion, the level of satisfactory educational progress, and the number of missed assignments which will trigger an evaluation of whether the student should be allowed to continue in independent study
5. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one school year
6. A statement of the ~~number of course credits or, for the elementary grades, other~~ measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion
7. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports
8. A statement that independent study is an optional educational alternative in which no student may be required to participate
9. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through independent study only if the student is offered the alternative of classroom instruction
10. Before the commencement of independent study projected to last for 15 school days or more, or within ten school days of the first day of enrollment for independent study for less than 15 school days, the agreement shall be signed and dated by the student, the student's parent/guardian or caregiver if the student is under 18 years of age, the certificated employee responsible for the general supervision of independent study, and for students with disabilities, the certificated employee designated as having responsibility for the special education programming of the student

Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education (CDE). (Education Code 51747)

The parent/guardian's signature on the agreement shall constitute permission for the student to receive instruction through independent study.

Course-Based Independent Study ~~The district's course-based independent study program for students in grades K-12 shall be subject to the following requirements: (Education Code 51749.5)~~

1. ~~A signed learning agreement shall be completed and on file for each participating student, pursuant to Education Code 51749.6~~
2. ~~Courses shall be taught under the general supervision of certificated employees who hold the appropriate subject matter credential and are employed by the district or by another district, charter school, or county office of education with which the district has a memorandum of understanding to provide the instruction~~
3. ~~Courses shall be annually certified by Board resolution to be of the same rigor and educational quality and to provide intellectual challenge that is substantially equivalent to in-person, classroom-based instruction, and shall be aligned to all relevant local and state content standards. For high schools, this shall include access to all courses offered by the district for graduation and approved by UC or CSU as creditable under the A-G admissions criteria. The certification shall, at a minimum, include the duration, number of equivalent daily instructional minutes for each school day that student is enrolled, number of equivalent total instructional minutes, and number of course credits for each course, consistent with that of equivalent classroom-based courses. The certification shall also include plans to provide opportunities throughout the school year, for all~~

students in transitional kindergarten, kindergarten, and grades 1-3 to receive daily synchronous instruction, for all students in grades 4-8, to receive both daily live interaction and at least weekly synchronous instruction, and for all students in grades 9-12 to receive at least weekly synchronous instruction.

4. Students enrolled in independent study courses shall meet the applicable age requirements established pursuant to Education Code 46300.1, 46300.4, 47612, and 47612.1, and the applicable residency and enrollment requirements established pursuant to Education Code 46300.2, 47612, 48204, and 51747.3
5. For each student participating in an independent study course, satisfactory educational progress shall be determined based on the student's achievement and engagement in the independent study program as indicated by the student's performance on applicable student-level measures of student achievement and engagement set forth in Education Code 52060, completion of assignments, assessments, or other indicators that evidence that the student is working on assignments, learning of required concepts, as determined by the supervising teacher, and progress toward successful completion of the course of study or individual course, as determined by the supervising teacher.

If satisfactory educational progress in one or more independent study courses is not being made, the teacher providing instruction shall notify the student and, if the student is under 18 years of age, the student's parent/guardian. The teacher shall conduct an evaluation to determine whether it is in the student's best interest to remain in the course or whether the student should be referred to an alternative program, which may include, but is not limited to, a regular school program. A written record of the evaluation findings shall be treated as a mandatory interim student record maintained for three years from the date of the evaluation. If the student transfers to another California public school, the record shall be forwarded to that school.

Procedures for tiered reengagement strategies shall be used for all students who are not making satisfactory educational progress in one or more courses or who are in violation of the written learning agreement, as described in the section "Learning Agreement for Course-Based Independent Study" below. These procedures shall include, but are not necessarily limited to, the verification of current contact information for each enrolled student, a plan for outreach from the school to determine student needs, including connection with health and social services as necessary, and a clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being.

6. Examinations shall be administered by a proctor
7. Statewide testing results shall be reported and assigned to the school at which the student is enrolled and shall be included in the aggregate results of the district. Test results also shall be disaggregated for purposes of comparisons with the test results of students enrolled in classroom-based courses.
8. A student shall not be required to enroll in courses included in the course-based independent study program
9. The student-teacher ratio in the courses in this program shall meet the requirements of Education Code 51745.6
10. For each student, the combined equivalent daily instructional minutes for courses in this program and all other courses shall meet applicable minimum instructional day requirements, and the student shall be offered the minimum annual total equivalent instructional minutes pursuant to Education Code 46200-46208
11. Courses required for high-school graduation or for admission to UC or CSU shall not be offered exclusively through independent study
12. A student participating in this program shall not be assessed a fee that is prohibited by Education Code 49011
13. A student shall not be prohibited from participating in independent study solely on the basis that the student does not have the materials, equipment, or access to Internet connectivity necessary to participate in the course
14. A student with disabilities, as defined in Education Code 56026, may participate in course-based independent study if the student's individualized education program specifically provides for that participation
15. A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3

through course-based independent study

16. The district shall maintain a plan to transition any student whose family wishes to return to in-person instruction from course-based independent study expeditiously, and, in no case, later than five instructional days

Learning Agreement for Course-Based Independent Study Before enrolling a student in a course within a course-based independent study program, the Superintendent or designee shall provide the student and, if the student is under age 18 years, the student's parent/guardian with a written learning agreement that includes all of the following: (Education Code 51749.6)

1. A summary of the district's policies and procedures related to course-based independent study pursuant to Education Code 51749.5
2. The duration of the enrolled course(s) and the number of course credits for each enrolled course, consistent with the Board certifications made pursuant to Item #3 of the Course-Based Independent Study section above
3. The duration of the learning agreement, which shall not exceed a school year or span multiple school years
4. The learning objectives and expectations for each course, including, but not limited to, a description of how satisfactory educational progress is measured and when a student evaluation is required to determine whether the student should remain in the course or be referred to an alternative program, which may include, but is not limited to, a regular school program
5. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work
6. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports
7. A statement that enrollment is an optional educational alternative in which no student may be required to participate. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through course-based independent study only if the student is offered the alternative of classroom instruction.
8. The manner, time, frequency, and place for submitting a student's assignments, for reporting the student's academic progress, and for communicating with a student's parent/guardian regarding a student's academic progress
9. The objectives and methods of study for the student's work, and the methods used to evaluate that work
10. A statement of the adopted policies regarding the maximum length of time allowed between the assignment and the completion of a student's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed before an evaluation of whether the student should be allowed to continue in course-based independent study
11. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the learning agreement, to be earned by the student upon completion.
12. Before the commencement of an independent study course projected to last for 15 school days or more, or within ten school days of the first day of enrollment for an independent study course projected to last less than 15 school days, the learning agreement shall be signed and dated by the student, and by the student's parent/guardian or caregiver if the student is less than 18 years of age, the certificated employee responsible for the general supervision of the independent study course, and as applicable for students with disabilities, the certificated employee designated as having responsibility for the special education programming of the student. For purposes of this paragraph "caregiver" means a person who has met the requirements of Family Code 6550-6552.

Learning agreements may be signed using an electronic signature that complies with state and federal standards, as determined by CDE. (Education Code 51749.6)

A signed learning agreement from a parent/guardian of a student who is less than 18 years of age shall constitute the parent/guardian's permission for the student to receive instruction through course-based independent study. (Education Code 51749.6) Upon the request of a student's parent/guardian, and before signing a learning agreement as described above, the district shall conduct a telephone, videoconference, or in-person student-parent-educator conference, or other meeting during which the student, parent/guardian, and, if requested by the parent/guardian, an advocate, may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study. (Education Code 51749.6) **Student-Parent-Educator Conferences** A student-parent-educator conference shall be held as appropriate including, but not limited to, as a reengagement strategy and/or, if requested by a parent/guardian, prior to enrollment or disenrollment from independent study. (Education Code 51745.5, 51747, 51749.5)

Records

The Superintendent or designee shall ensure that records are maintained for audit purposes.

These records shall include, but not be limited to: (Education Code 51748; 5 CCR 11703)

1. A copy of the Board policy, administrative regulation, and other procedures related to independent study
2. A listing of the students, by grade level, program, and school, who have participated in independent study, along with the units of the curriculum attempted and completed by students in grades K-8 and the course credits attempted by and awarded to students in grades 9-12 and adult education
3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's signed or initialed and dated notations indicating that the teacher has personally evaluated the work or personally reviewed the evaluations made by another certificated teacher
4. As appropriate to the program in which the students are participating, a daily or hourly attendance register that is separate from classroom attendance records, maintained on a current basis as time values of student work products judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons
5. Appropriate documentation of compliance with the teacher-student ratios required by Education Code 51745.6 and 51749.5 (Education Code 51745.6 and 51749.5)
6. Appropriate documentation of compliance with the requirements pursuant to Education Code 51747.5 to ensure the coordination, evaluation, and supervision of the independent study of each student by a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300 (Education Code 51747.5)

The district shall document each student's participation in live interaction and synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which live interaction or synchronous instruction is provided as part of the independent study program. A student who does not participate in scheduled live interaction or synchronous instruction shall be documented as nonparticipatory for that school day. (Education Code 51747.5)

The Superintendent or designee shall also maintain a written or computer-based record such as a grade book or summary document of student engagement, for each class, of all grades, assignments, and assessments for each student for independent study assignments. (Education Code 51747.5)

Signed written and supplemental agreements, assignment records, work samples, and attendance records may be maintained as an electronic file in accordance with Education Code 51747 and 51749.6, as applicable.

Program Evaluation

The Superintendent or designee shall annually report to the Board the number of district students participating in independent study, the average daily attendance generated for apportionment purposes, student performance as measured by standard indicators and in comparison to students in classroom-based instruction, and the number and proportion of independent study students who graduate or successfully complete independent study. Based on the program evaluation, the Board and Superintendent shall determine areas for program improvement as needed.

Regulation 6158: Independent Study

Status: DRAFT

Original Adopted Date: 04/08/2015 | **Last Revised Date:** 08/11/2021

Definitions

Live interaction means interaction between the student and classified or certificated staff, and may include peers, provided for the purpose of maintaining school connectedness, including, but not limited to, wellness checks, progress monitoring, provision of services, and instruction. This interaction may take place in-person, or in the form of Internet or telephonic communication. (Education Code 51745.5)

Student-parent-educator conference means a meeting involving, at a minimum, all parties who signed the student's written independent study agreement pursuant to Education Code 51747 or the written learning agreement pursuant to Education Code 51749.6. (Education Code 51745.5)

Synchronous instruction means classroom-style instruction or designated small group or one-on-one instruction delivered in-person, or in the form of Internet or telephonic communications, and involving live two-way communication between the teacher and student. Synchronous instruction shall be provided by a teacher or teachers of record for that student pursuant to Education Code 51747.5 or the certificated employee providing instruction for course-based independent study. (Education Code 51745.5)

Educational Opportunities

Educational opportunities offered through independent study may include, but are not limited to: (Education Code 51745)

1. Special assignments extending the content of regular courses of instruction
2. Individualized study in a particular area of interest or in a subject not currently available in the regular school curriculum
3. Continuing and special study during travel
4. Volunteer community service activities and leadership opportunities that support and strengthen student achievement
5. Individualized study for a student whose health, as determined by the student's parent/guardian, would be put at risk by in-person instruction or for a student who is unable to attend in-person instruction due to a quarantine due to exposure to, or infection with, COVID-19, pursuant to local or state public health guidance

In addition, when requested by a parent/guardian due to an emergency or illness, independent study may be used on a short-term basis to ensure that the student is able to maintain academic progress in the student's regular classes. No course required for high school graduation shall be offered exclusively through independent study. (Education Code 51745)

Equivalency

The district's independent study option shall be substantially equivalent in quality and quantity to classroom instruction to enable participating students to complete the district's adopted course of study within the customary timeframe. Students in independent study shall have access to the same services and resources that are available to other students in the school and shall have equal rights and privileges. (5 CCR 11700, 11701.5)

Students participating in independent study shall have access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work. (Education Code 51747)

The district shall not provide independent study students and their parents/guardians with funds or items of value that are not provided for other students and their parents/guardians. Providing access to Internet connectivity and district-owned devices adequate to participate in an independent study program and complete assigned work consistent with Education Code 51747, or to participate in an independent study course, as authorized by Education Code 51749.5, shall not be considered funds or other things of value. (Education Code 46300.6, 51747.3)

Eligibility for Independent Study

To participate in independent study, a student shall be enrolled in a district school. (Education Code 51748)

The Superintendent or designee may approve the participation of a student who demonstrates the motivation, commitment, organizational skills, and academic skills necessary to work independently provided that experienced certificated staff are available to effectively supervise students in independent study. The Superintendent or designee may also approve the participation of a student whose health would be put at risk by in-person instruction.

A student whose academic performance is not at grade level may participate in independent study only if the program is able to provide appropriate support, such as supplemental instruction, tutoring, counseling, ongoing diagnostic assessments, and/or differentiated materials, to enable the student to be successful. For an elementary student, the Superintendent or designee may consider the parent/guardian's level of commitment to assist the student.

A student participating in independent study must be a resident of the county or an adjacent county. Full-time independent study shall not be available to students whose district residency status is based on their parent/guardian's employment within district boundaries pursuant to Education Code 48204. (Education Code 46300.2, 51747.3)

A student with disabilities, as defined in Education Code 56026, may participate in independent study if the student's individualized education program (IEP) specifically provides for such participation. If a parent/guardian of a student with disabilities requests independent study because the student's health would be put at risk by in-person instruction, the student's IEP team shall make an individualized determination as to whether the student can receive a free appropriate public education (FAPE) in an independent study placement. A student's inability to work independently, need for adult support, or need for special education or related services shall not preclude the IEP team from determining that the student can receive FAPE in an independent study placement. (Education Code 51745)

In addition, any student with disabilities who receives services from a nonpublic, nonsectarian school through a virtual program may be permitted to participate in independent study if the student's IEP team determines that FAPE can be provided to the student by means of the virtual program and other conditions of law are satisfied.

A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 through independent study. (Education Code 51745)

Except for students participating in independent study due to an emergency as described in Education Code 41422 and 46392 and pregnant and parenting students who are the primary caregiver for their child(ren), no more than 10 percent of the students enrolled in a continuation high school or opportunity school or program shall be enrolled in independent study. (Education Code 51745)

Monitoring Student Progress

The independent study administrator and/or supervising teacher shall promptly and directly address any failure by the student to meet the terms of the student's written agreement. The following supportive strategies may be used:

1. A letter to the student and/or parent/guardian
2. A meeting between the student, parent/guardian, and the teacher and/or counselor
3. A meeting between the student, parent/guardian, and the independent study administrator, including the parent/guardian if appropriate
4. An increase in the amount of time the student works under direct supervision

When the student has failed to make satisfactory educational progress or missed the number of assignments specified in the written agreement as requiring an evaluation, the Superintendent or designee shall conduct an evaluation to determine whether independent study is in the student's best interest. This evaluation may result in termination of the independent study agreement and the student's return to the regular classroom program or other alternative program. (Education Code 51747, 51749.5; 5 CCR 11701)

A written record of the findings of any such evaluation shall be treated as a mandatory interim student record which shall be maintained for three years from the date of the evaluation, and if the student transfers to another public school in California, the record shall be forwarded to that school. (Education Code 51747, 51749.5)

Responsibilities of Independent Study Administrator

The responsibilities of the independent study administrator include, but are not limited to:

1. Recommending certificated staff to be assigned as independent study teachers at the required teacher-student ratios pursuant to Education Code 51745.6 and supervising staff assigned to independent study functions who are not regularly supervised by another administrator
2. Approving or denying the participation of students requesting independent study
3. Facilitating the completion of written independent study agreements
4. Ensuring a smooth transition for students into and out of the independent study mode of instruction
5. Approving ~~all credits earned through independent study~~ work completion and synchronous participation records
6. Completing or coordinating the preparation of all records and reports required by law, Board policy, or administrative regulation

Assignment and Responsibilities of Independent Study Teachers

Each student's independent study shall be coordinated, evaluated, and carried out under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or emergency credential pursuant to Education Code 44300, registered as required by law, and who consents to the assignment. (Education Code 44865, 51747.5; 5 CCR 11700)

The ratio of student average daily attendance for independent study students age 18 years or younger to full-time equivalent certificated employees responsible for independent study shall not exceed the equivalent ratio for all other education programs in the district, unless a new higher or lower ratio for all other educational programs offered is negotiated in a collective bargaining agreement or the district enters into a memorandum of understanding that indicates an existing collective bargaining agreement contains an alternative ratio. (Education Code 51745.6)

The responsibilities of the supervising teacher shall include, but are not limited to:

1. Completing designated portions of the written independent study agreement and signing the agreement
2. Supervising and approving coursework and assignments
3. Maintaining records of student assignments showing the date the assignment is given and the date the assignment is due
4. Maintaining a daily or hourly attendance register in accordance with Item #4 in the section on "Records" in the accompanying Board policy
5. Providing direct instruction and counsel as necessary for individual student success
6. Regularly meeting with the student to discuss the student's progress
7. Determining the time value of assigned work or work products completed and submitted by the student
8. Assessing student work and assigning grades or other approved measures of achievement

9. Documenting each student's participation in live interaction and/or synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which live interaction or synchronous instruction is provided as part of the independent study program

The Superintendent or designee shall ensure that independent study teachers have access to professional development and support comparable to classroom-based teachers.

HANFORD ELEMENTARY SCHOOL DISTRICT
Human Resources Department
AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Jaime Martinez

DATE: October 12, 2022

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

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **September 28, 2022**

ITEM: Consider approval of personnel transactions and related matters.

PURPOSE:

a. Employment

Classified

- Galen Dominguez, Food Service Worker I – 3.0 hrs., Monroe, effective 9/27/22
- Ruby Hernandez, Food Service Worker I – 3.0 hrs., King, effective 9/26/22
- Korin Lopez, Food Service Worker I – 3.0 hrs., Lincoln, effective 9/26/22
- Martha Medina Morales, Yard Supervisor – 3.5 hrs., Monroe, effective 9/19/22
- Ashley Ruby, READY Program Tutor – 4.5 hrs., Monroe, effective 9/23/22
- Laurie Tolbert, Special Circumstances Aide – 5.75 hrs., Monroe, effective 9/19/22

Classified Temps/Sub

- Wendy Avila, Substitute Yard Supervisor, effective 9/19/22
- Perla Cooper, Substitute Yard Supervisor, effective 9/26/22
- Precious Garcia, Substitute Yard Supervisor, effective 9/26/22
- Melissa Luna, Substitute Yard Supervisor, effective 9/21/22
- Sevannah Treviño, Substitute READY Program Tutor, effective 9/20/22
- Nathan Tsutsui, Substitute READY Program Tutor, effective 9/26/22

More Hours/Days

- Sara Lira, from Yard Supervisor – 1.75 hrs., King to Yard Supervisor – 2.50 hrs., King, effective 9/19/22

Short Term Classified

- Madisen Brown-Perriera, Short-Term Yard Supervisor – 3.5 hrs., Kennedy, effective 10/3/22-11/19/22

Employment and Certification of Temporary Athletic Team Coaches pursuant to Title 5 CCR 5594

- Reunite Mims, Boys 4-6th Football, Hamilton, effective 9/19/22-10/29/22

b. Termination of Probationary Employee

- Joseph Williams, Yard Supervisor – 3.5 hrs., Monroe, effective 10/14/22

c. Volunteers

Name	School
Teresa Cook	Hamilton
Angelica Valenzuela	Richmond/Hamilton
Mary Bunch	Kennedy
Kelsey Rabanal	King
Rosalina Ramos	King
Russell Barcarse-Rabanal	King
Xochitl Archutigui	King
Bernice Meraz	Monroe
Maria Hernandez	Monroe
Melinda Beer	Monroe
Sandra Robles-Reyes	Monroe
Tiffany Miller	Monroe
Delia Daria-Farpella	Roosevelt
Lupe Quezada	Roosevelt
Patricia Rodriguez	Simas
Ana Hernandez-Perez	Washington
Francisca Chandler	Washington
Keila Flores	Washington
Jessica Rivera Munoz	Washington/JFK
David Bower	OSS
Nathan Morris	OSS
Anastasia Tullos	OSS

RECOMMENDATION: Approve.