

# Hanford Elementary School District

## REGULAR BOARD MEETING AGENDA

Wednesday, October 24, 2018

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

### OPEN SESSION

5:30 p.m.

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

### CLOSED SESSION

- **Conference with Legal Counsel – Pending Litigation** *(Pursuant to Government Code Section 54956.9(a), trustees will adjourn to Closed Session to discuss the item. The item to be discussed shall be announced in accordance with Government Code Sections 54954.5 and/or under Education Code provisions.)*
- **Personnel** *(Pursuant to Government Code 54956.9, trustees will adjourn to Closed Session to discuss the items listed below. The items to be discussed shall be announced in accordance with Government Code Section 54954.5 and/or under Education Code Provisions)*
  - Public Employee Discipline/Dismissal/Release (GC 54957)
  - Public Employee Performance Evaluation (GC 54957) - Superintendent

### OPEN SESSION

- Take action on closed session items

### 1. PRESENTATIONS, REPORTS AND COMMUNICATIONS

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

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

### 2. CONSENT ITEMS

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

- a) Accept warrant listings dated September 19, 2018; October 5, 2018 and October 12, 2018
- b) Approve minutes of Regular Board Meeting held on October 10, 2018.
- c) Approve interdistrict transfers as recommended.
- d) Approve donation of \$582.00 from Washington PTC.
- e) Approve donation of \$196.93 from eScrip.

- *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.*

- f) Approve donation of \$800.00 gift card and 300 emergency lockdown kits from Lowes.

### **3. INFORMATION ITEMS**

- a) Receive for information the 2018 California Assessment of Student Performance and Progress (CAASPP) results (Gabler)
- b) Receive for information the monthly financial reports for the period of 07/01/2018 – 09/30/2018 (Endo)
- c) Receive for information the following revised Board Policy: (Martinez)
  - BP 4111, 4211, 4311 – Recruitment and Selection
- d) Receive for information the following revised Board Policy and Administrative Regulation: (Martinez)
  - BP/AR 4119.11, 4219.11, 4319.11 – Sexual Harassment
- e) Receive for information the following revised Board Policy and Administrative Regulation: (Martinez)
  - BP/AR 4158, 4258, 4358 – Employee Security
- f) Receive for information the quarterly report regarding Williams Uniform Complaints (Gabler)

### **4. BOARD POLICIES AND ADMINISTRATION**

- a) Consider approval to sponsor HESD Induction Program (Colvard)
- b) Consider approval of the following revised Board Policy: (Gabler)
  - BP 7214 – General Obligation Bonds
- c) Consider approval of the following revised Board Bylaw: (Gabler)
  - BB 9012 – Board Member Electronic Communication
- d) Consider approval of the following revised Board Policy: (Carlton)
  - BP 0410 - Nondiscrimination in District Programs and Activities
- e) Consider approval of the following revised Board Policy and Administrative Regulation: (McConnell)
  - BP/AR 5148.2 – Before/After School Program
- f) Consider approval of the following new Administrative Regulation: (McConnell)
  - AR 5141.52 – Suicide Prevention

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

- a) Employment  
Temporary Employees/Substitutes
  - Oscar Barron, Short-term Licensed Vocational Nurse – 4.0 hrs., Kennedy, effective 10/9/18 to 11/5/18
  - Kylee Berna, Substitute READY Program Tutor, effective 10/4/18
  - Hannah Bruner, Substitute Yard Supervisor, effective 10/15/18
  - Evelyn Campos, Short-Term Bilingual Aide – hours vary, Simas/varies, effective 9/26/18 to 5/31/19
  - Johnathan Covian, Substitute Custodian I, effective 10/2/18
  - Gabriella Gomez, Substitute READY Program Tutor, effective 10/10/18
  - Bertha Martin, Short-term Bilingual Aide – hours vary, Roosevelt/varies, effective 9/26/18 to 5/31/19

- Arianna Nava, Short-term Bilingual Aide – hours vary, Washington/varies, effective 9/26/18 to 5/31/19
- Rachell Rivera, Substitute Yard Supervisor, effective 10/1/18; Short-term Yard Supervisor – 3.0 hrs., Monroe, effective 10/2/18 to 12/21/18
- Veronica Rodriguez, Substitute Yard Supervisor, effective 10/17/18
- Danira Sandoval, Substitute READY Program Tutor, Translator: Oral Interpreter and Written Translator, effective 10/3/18
- Ma Carmen Solorio, Short-term Yard Supervisor – 2.5 hrs., Jefferson, effective 10/1/18 to 12/21/18
- Erik Villasenor, Short-term Bilingual Aide – hours vary, Jefferson/varies, effective 9/26/18 to 5/31/19

Yard Supervisors

- April Allen, Yard Supervisor – 2.5 hrs., Monroe, effective 10/23/18
  - Maria Muñoz Gomez, Yard Supervisor – 2.0 hrs., Jefferson, effective 10/8/18
  - Jennifer Robles, Yard Supervisor – 3.5 hrs., Hamilton, effective 10/17/18
- b) Employment and Certification of Temporary Athletic Team Coaches Pursuant to Title 5 CCR 5594
- Michael Quiñonez, 4-6 Boys Basketball Coach, effective 11/12/18 to 2/9/19
- c) Resignations
- Hannah Bruner, Yard Supervisor – 3.5 hrs., Simas, effective 10/12/18
  - Jolee Davis, Substitute READY Program Tutor, effective 6/6/18
  - Sylvia Lombera, Yard Supervisor – 3.5 hrs., Roosevelt, effective 10/12/18
  - Karen Ortega Garcia, Substitute Yard Supervisor, effective 10/19/18
  - Veronica Rodriguez, Yard Supervisor – 2.0 hrs., Hamilton, effective 10/16/18
- d) More Hours
- Fidel Gonzalez, Yard Supervisor, from 3.0 hrs. to 3.5 hrs., Wilson, effective 10/5/18
  - Dianna Heredia, Yard Supervisor, from 3.0 hrs. to 3.5 hrs., Wilson, effective 10/5/18
  - Chris Payne, Yard Supervisor, from 2.0 hrs. to 3.5 hrs., Simas, effective 10/15/18
- e) Leave of Absence
- Gennarina “Genella” Alvarez, Yard Supervisor – 3.5 hrs., Hamilton, effective 10/12/18 to 11/16/18, family illness
- f) Volunteers

<u>Name</u>	<u>School</u>
Jesse Rubio	Hamilton
Marcello Gonzalez	Jefferson
Heriberto Lepez	King
Felicia Meza	Lincoln
Ana Cabrera	Monroe
Nicanor Marquez	Monroe
Denivie Garivay	Richmond
Destinee Garivay	Richmond
Ernesto Resendiz	Richmond
Laysa Diaz	Roosevelt
Victoria Deshazor	Washington
Catherine Fox	Washington
Miguel Mojarro	Washington
Jessica Munoz Rivera	Washington

<u>Name</u>	<u>School</u>
Katherine Rosales	Washington
Tiffany Davis	Lincoln/Kennedy

**6. FINANCIAL** (Endo)

- a) Consider approval of the agreement with SchoolWorks
- b) Consider approval of architectural services agreement with Teter Architects

**ADJOURN MEETING**

## HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Joy C. Gabler

FROM: David Endo

DATE: 10/15/2018

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

FOR: ☐ Information  
☒ Action

Date you wish to have your item considered: 10/24/2018

**ITEM:**

Consider approval of warrants.

**PURPOSE:**

The administration is requesting the approval of the warrants as listed on the registers dated: 09/19/18, 10/05/18 and 10/12/18.

**FISCAL IMPACT:**

See attached.

**RECOMMENDATIONS:**

Approve the warrants.

**Warrant Register For Warrants  
Dated 09/19/2018**

Warrant Number	Vendor Number	Vendor Name	Amount
12588558	4545	CCSNA Travel & Conf	\$120.00
Total Amount of All Warrants:			<b>\$120.00</b>



# Warrant Register For Warrants

## Dated 10/05/2018

Warrant Number	Vendor Number	Vendor Name	Amount
12590123	14	ACSA	CONFERENCE \$749.00
12590124	21	ADVENTURE PARK	FIELD TRIP \$2,240.00
12590125	7003	ALL VALLEY PRINTING INC.	SUPPLIES \$909.48
12590126	7059	MARIA ALVAREZ	ADVANCE/TRAVEL \$94.00
12590127	6431	AMAZON.COM	BOOKS/SUPPLIES \$4,660.31
12590128	59	AMERIPRIDE UNIFORM SERVICES	UNIFORMS/MOPS/MATS \$362.29
12590129	7272	ERIK BEAM	REFUND-PREPAID MEALS \$315.30
12590130	128	BENCHMARK EDUCATION COMPANY	TEXTBOOKS \$7,775.63
12590131	7184	CARLA BODE	REIMB-TRAVEL \$152.75
12590132	6705	ARLO BRAUN	REIMB-TRAVEL \$49.98
12590133	7262	ALISIA BYARS	REIMB-TRAVEL \$123.20
12590134	7040	CA ALLIANCE FOR JAZZ	ENTRY FEE \$195.00
12590135	6942	CARMEN CALLERES	ADVANCE/TRAVEL \$94.00
12590136	6964	CENTRAL VALLEY PRINT SOLUTIONS	SUPPLIES \$265.95
12590137	331	CLASSIC CHARTER	SERVICES \$8,287.00
12590138	4654	CLASSIC SOCCER	SUPPLIES \$858.00
12590139	4178	COOK'S COMMUNICATION	REPAIRS \$185.18
12590140	6625	COSCO FIRE PROTECTION	REPAIRS \$250.00
12590141	7273	KIRA COTTA	REFUND-PREPAID MEALS \$51.50
12590142	373	CPM EDUCATIONAL PROGRAM	TEXTBOOKS \$1,833.91
12590143	2560	CRUSHA ELECTRIC MOTOR	SUPPLIES \$657.04
12590144	405	DASSEL'S PETROLEUM INC.	FUEL \$701.39
12590145	4417	CARIN DE LA TORRE	REIMB-SUPPLIES \$107.00
12590146	5463	SARA DECUIR	ADVANCE-TRAVEL \$89.00
12590147	414	DELL COMPUTER CORPORATION	EQUIPMENT \$2,781.54
12590148	4815	DIGITECH INTEGRATIONS INC	SERVICES/SUPPLIES \$295.49
12590149	5150	ARIELA DZERIGIAN	REIMB-SUPLIES \$173.53
12590150	1693	E M THARP INC	REPAIRS \$205.00
12590151	4346	EAI EDUCATION	SUPPLIES \$501.93
12590152	6758	FIRST	SUPPLIES \$114.71
12590153	6453	FLOWERS BAKING COMPANY	FOOD \$1,470.60
12590154	5960	LAUREN FRANCO	ADVANCE/TRAVEL \$94.00
12590155	1769	FRESNO PRODUCE	FOOD \$13,332.16
12590156	1393	GAS COMPANY	UTILITIES-GAS \$365.35
12590157	591	GOLD STAR FOODS	FOOD \$27,431.12
12590158	5541	JOANN GRAHAM	REIMB-TRAVEL \$132.22
12590159	620	GRISWOLD LASALLE COBB DOWD	LEGAL SERVICES \$7,134.85
12590160	622	CHERYL GUILBEAU	REIMB-TRAVEL \$32.48
12590161	7228	SAMANTHA HERNANDEZ	ADVANCE/TRAVEL \$94.00
12590162	7231	LIZ IBARRA	ADVANCE/TRAVEL \$380.18
12590163	7175	Irepair	SERVICES \$75.00
12590164	7017	JORDAN JACKSON	REIMB-SUPPLIES \$180.08
12590165	5703	TERESA JAQUEZ	INST CONSULTANT \$600.00
12590166	6493	KELLIE JONES	ADVANCE/TRAVEL \$89.00
12590167	5290	KEENAN & ASSOCIATES	INSURANCE \$4,743.00
12590168	5893	MONICA KRAEMER	BOOKS \$518.67
12590169	827	LA TAPATIA TORTILLERIA INC.	FOOD \$708.51
12590170	6236	ALEXANDRIA LEMOS	REIMB-SUPPLIES \$30.21



# Warrant Register For Warrants

## Dated 10/05/2018

Warrant Number	Vendor Number	Vendor Name		Amount
12590171	3048	CYNTHIA LEWIS	REIMB-TRAVEL	\$33.14
12590172	6413	LYNZI LOWE	ADVANCE/TRAVEL	\$94.00
12590173	2243	MATSON ALARM	SERVICES	\$285.00
12590174	3920	MID-VALLEY JAZZ FESTIVAL	ENTRY FEE	\$175.00
12590175	1004	MORRISON'S SILKSCREEN	SUPPLIES	\$891.71
12590176	4188	CHAD NIELSEN	REIMB & ADVANCE TRAVEL	\$127.03
12590177	5793	NORTH STAR PHOTOGRAPHY	SUPPLIES	\$338.53
12590178	5111	P & R PAPER SUPPLY COMPANY INC	KITCHEN SUPPLIES	\$2,336.51
12590179	1168	PRODUCERS DAIRY PRODUCTS	FOOD	\$14,071.58
12590180	1184	PROGUARD SERVICE & SOLUTIONS	KITCHEN SUPPLIES	\$1,083.90
12590181	1227	RENAISSANCE LEARNING INC.	SERVICES	\$6,987.50
12590182	5170	SCORE SPORTS	SUPPLIES	\$963.64
12590183	1374	SMART & FINAL STORES (HFD DO)	SUPPLIES	\$224.07
12590184	1801	SMART & FINAL STORES (HFD KIT)	KITCHEN SUPPLIES	\$59.99
12590185	1389	PATRICIA SOPER	REIMP-CPR FEES	\$107.25
12590186	1392	SOUTHERN CALIFORNIA EDISON CO.	UTILITIES-ELECTRICITY	\$42,302.01
12590187	2031	SOUTHWEST SCH & OFFICE SUPPLY	WAREHOUSE SUPPLIES	\$4,006.54
12590188	1404	STANISLAUS FOUNDATION – ADMIN	SERVICES	\$2,724.25
12590189	1403	STANISLAUS FOUNDATION – DENTAL	SERVICES	\$7,451.70
12590190	2348	STEVE WEISS MUSIC	SUPPLIES	\$743.08
12590191	2188	SUPPLYWORKS	SUPPLIES & WHSE SUPPL	\$1,489.32
12590192	1444	SYSCO FOODSERVICES OF MODESTO	FOOD	\$26,423.83
12590193	1466	TERMINIX INTERNATIONAL	UTILITIES-PEST CONTROL	\$25.00
12590194	2404	VAVRINEK TRINE DAY & CO. LLP	AUDIT SERVICES	\$12,235.00
12590195	1554	SONIA VELO	REIMB-TRAVEL	\$83.44
12590196	7274	MONICA VILLASENOR	REFUND-PREPAID MEALS	\$28.45
12590197	6478	RIGOBERTO VIVANCO BOTELLO	ADVANCE/TRAVEL	\$94.00
12590198	6932	VOYAGER SOPRIS LEARNING INC	BOOKS	\$1,873.66
12590199	7170	WEVIDEO INC.	SERVICES	\$199.00
12590200	7229	LEANN WILLIAMSON	REIMB-SUPPLIES	\$27.11
<b>Total Amount of All Warrants:</b>			<b>\$219,975.78</b>	



# Credit Card Register For Payments

## Dated 10/05/2018

Document Number	Vendor Number	Vendor Name		Amount
14024172	3893	ALLIED ELECTRIC MOTOR SERV INC	SUPPLIES	\$964.16
14024173	949	AMERICAN INCORPORATED	SERVICES	\$243.00
14024174	1839	ATLAS PEN & PENCIL CORP.	SUPPLIES	\$708.60
14024175	91	AUTOMATED OFFICE SYSTEMS	RENTALS/LEASE	\$8,955.70
14024176	176	BSN SPORTS	SUPPLIES	\$1,777.91
14024177	599	GOPHER SPORT	SUPPLIES	\$1,289.58
14024178	708	HOLT LUMBER INC.	SUPPLIES	\$131.92
14024179	1111	J W PEPPER & SON INC	SUPPLIES	\$263.64
14024180	831	LAKESHORE LEARNING	SUPPLIES	\$215.14
14024181	1071	ORIENTAL TRADING CO. INC.	SUPPLIES	\$134.75
14024182	1316	SCHOLASTIC CLASSROOM MAGAZINES	SUPPLIES	\$136.02
14024183	5989	THUNDERPOWER MEGAPHONES	SUPPLIES	\$392.31
14024184	1555	VENTURE SIX INC.	SUPPLIES	\$795.75
14024185	1619	WILBUR-ELLIS COMPANY LLC	SUPPLIES	\$273.49
<b>Total Amount of All Credit Card Payments:</b>				<b>\$16,281.97</b>



# Warrant Register For Warrants

## Dated 10/12/2018

Warrant Number	Vendor Number	Vendor Name	Amount
12590746	7282	XEOLA ALMANZA Other Services	\$20.00
12590747	6253	AT&T Telephone	\$15.34
12590748	1676	BAND SHOPPE Band Matl's	\$180.65
12590749	1690	BATTERY SYSTEMS Transportation Supplies	\$253.44
12590750	128	BENCHMARK EDUCATION COMPANY Textbooks	\$7,132.13
12590751	7276	KYLEE BERNA Other Services	\$20.00
12590752	6581	JENNIFER BROUSSARD Mileage	\$68.13
12590753	4287	GREG BROWN Allowance	\$18.23
12590754	242	STATE OF CALIFORNIA Fuel	\$31.86
12590755	7120	KELSEY CANTRELL Allowance	\$55.50
12590756	3068	DEBRA COLVARD Travel & Conf/Mileage	\$220.36
12590757	6414	CONSOLIDATED TESTING LABORATORY Buildings & Improvements	\$3,315.00
12590758	405	DASSEL'S PETROLEUM INC. Fuel	\$8,065.26
12590759	2781	DEPARTMENT OF TOXIC SUBSTANCES Other Services CONTROL	\$265.00
12590760	486	KENNY EGGERT Athletic Supplies	\$108.87
12590761	497	EMPLOYMENT DEVELOPMENT DEPT. State Unemployment Insurance	\$3,991.98
12590762	4001	JENNIFER FAUNTLEROY Allowance	\$29.49
12590763	2915	ROSE MARY FLORES Allowance	\$200.00
12590764	4161	MATT GAMBLE Supplies	\$47.13
12590765	1393	GAS COMPANY Gas	\$265.37
12590766	1816	LUCY GOMEZ Parent Inv/Title III	\$331.50
12590767	5402	JUSTIN GONZALES Mileage	\$62.78
12590768	3656	HANFORD AUTO & TRUCK PARTS Transportation Supplies	\$1,614.30
12590769	632	CITY OF HANFORD Water/Sewer	\$30,687.68
12590770	2045	HILLCREST FARMS Study Trip	\$560.00
12590771	7093	ELIZABETH HOVIS Allowance	\$169.26
12590772	4597	IVS COMPUTER TECHNOLOGY Installation	\$3,807.72
12590773	1783	KELLER MOTORS Transportation Supplies	\$247.77
12590774	780	GREGORY B. KELLEY Allowance	\$106.99
12590775	802	KINGS COUNTY PIPE & SUPPLY Maint/Grounds Supplies	\$255.15
12590776	808	KINGS WASTE & RECYCLING Garbage	\$269.25
12590777	986	LAWNMOWER MAN Lawn Services	\$107.24
12590778	7260	LOWE'S PRO SERVICES Maintenance Supplies	\$47.30
12590779	912	MANGINI ASSOCIATES INC. Buildings & Improvements	\$13,740.71
12590780	7279	JUDIE MORGAN Other Services	\$70.00
12590781	5510	NEWEGG.COM IT Matl's	\$108.07
12590782	4118	KERRY PIEROTTE Mileage	\$21.04
12590783	3072	JENNIFER PITKIN Supplies	\$93.92
12590784	6326	SHANNON SHUKLIAN Parent Inv Supplies	\$36.68
12590785	1356	SILVAS OIL COMPANY INC. Fuel	\$320.53
12590786	1367	SISC III Health & Welfare	\$570,195.25
12590787	1392	SOUTHERN CALIFORNIA EDISON CO. Electricity	\$43,193.13
12590788	1403	STANISLAUS FOUNDATION – DENTAL Other Services	\$6,265.10
12590789	4673	JAMIE SUMNERS Allowance	\$29.49
12590790	7277	MICHAEL TAYLOR Other Services	\$21.00
12590791	1521	UNITED REFRIGERATION INC. Maint Supplies	\$644.11
12590792	7229	LEANN WILLIAMSON Mileage	\$20.00

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**Total Amount of All Warrants:**

**\$697,329.71**  
14/141



**Credit Card Register For Payments**  
**Dated 10/12/2018**

Document Number	Vendor Number	Vendor Name	Amount
14024243	415	DELRAY TIRE & RETREADING INC. Repairs	\$664.85
14024244	509	EWING IRRIGATION PRODUCTS Grounds Supplies	\$1,759.72
14024245	5690	INDOFF INCORPORATED Warehouse	\$1,415.70
14024246	1802	MEDALLION SUPPLY Maint Supplies	\$781.89
14024247	4485	SHELCO INDUSTRIES Facilities Matl's	\$896.47
14024248	3131	SHERWIN-WILLIAMS CO Maint Supplies	\$258.37
<b>Total Amount of All Credit Card Payments:</b>			<b>\$5,777.00</b>





Hanford Elementary School District  
*Minutes of the Regular Board Meeting*  
*October 10, 2018*

Minutes of the Regular Board Meeting of the Hanford Elementary School District Board of Trustees on October 10, 2018 at Lincoln Elementary School, 832 S. Harris St., Hanford, CA 93230.

- Call to Order** Vice-President Revious called the meeting to order at 5:40 p.m. Trustee Garcia and Strickland were present. Trustee Garner and Hernandez were absent.
- HESD Managers Present** Joy C. Gabler, Superintendent, and the following administrators were present: Lindsey Calvillo, Doug Carlton, Anthony Carrillo, Debra Colvard, Kenny Eggert, David Endo, Javier Espindola, Ramiro Flores, David Goldsmith, Lucy Gomez, Lindsay Hastings, Rick Johnston, Jaime Martinez, Karen McConnell, Gerry Mulligan, Jennifer Pitkin, Jill Rubalcava and Jay Strickland.
- Lincoln Highlight** Jennifer Pitkin, Lincoln Principal, presented Alexis and Malaqui, both 6<sup>th</sup> graders that participate in the live broadcast news. They have it 4 times a week and 25 other students put it together. She believes it's a great way to get them involved with technology.
- Alexis and Malaqui introduced themselves and read a PowerPoint presentation that highlighted the benefits of working on the news, what Lincoln news covers, and what they are already doing. The PowerPoint shared a picture of the studio, the script and the green screen set up. They also shared a video of their first broadcast that was done in one take.
- Closed Session** Trustees immediately adjourned to closed session for the purpose of:
- Student Discipline pursuant to Education Code section 48918
- Open Session** Trustees returned to open session at 6:02 p.m.
- Case #19-01, #19-02** Trustee Garcia moved to accept the Findings of Fact and expel Case #19-01 and #19-02 for the remainder of the 2018-2019 school year for violation of Education Code 48900 and/or 48915 as determined by the Administrative Panel at hearings held on October 8, 2018. Parents may apply for Readmission on or after June 6, 2019. Trustee Strickland seconded; motion carried 3-0:
- Garcia – Yes
  - Revious – Yes
  - Strickland – Yes
- Case #18-35** Trustee Garcia moved to accept the Findings of Facts and impose the expulsion order for Case #18-35 for the remainder of the first semester of the 2018-2019 school year for violation of Education Code 48900 and/or 48915 as determined by the Administrative Panel at hearings held on May 21, 2018. Parents may apply for Readmission on or after January 18, 2019. Trustee Strickland seconded; motion carried 3-0:
- Garcia – Yes
  - Revious – Yes
  - Strickland – Yes

**Public Comments** None

**Board and Staff Comments** Trustee Revious thanked Principal Pitkin for their hospitality.

**Requests to Address the Board** None

**Dates to Remember** Vice-President Revious reviewed dates to remember: October 11<sup>th</sup> Girls' Spiker (VB) Classic XXII at JFK; October 16<sup>th</sup> Harrier Classic XXII at Burriss Park; October 18<sup>th</sup> 4-6 Fall League Championships at Richmond and JFK; October 24<sup>th</sup> Regular Board Meeting.

**CONSENT ITEMS**

Trustee Garcia made a motion to take consent items "a" through "d" together. Trustee Strickland seconded; motion carried 3-0:

Garcia – Yes  
Revious – Yes  
Strickland – Yes

Trustee Garcia then made a motion to approve consent items "a" through "d". Trustee Strickland seconded; motion carried 3-0:

Garcia – Yes  
Revious – Yes  
Strickland – Yes

The items approved are as follows:

- a) Warrant listings dated September 21, 2018 and September 28, 2018.
- b) Minutes of Regular Board Meeting held on September 26, 2018.
- c) Interdistrict transfers as recommended.
- d) Donation of \$111.00 from Everett Financial Inc.

**INFORMATION ITEMS**

**Induction Program and Accreditation Cycle**

Debra Colvard, Director of Curriculum, presented for information the HESD Induction Program and Accreditation Cycle. She stated part of the accreditation is that this information be presented to the Board. She reviewed:

- What is Induction: a 2-year free program for all HESD teachers that provides professional support and mentoring to clear their teaching credential. There is an early completion option done within 1-year to teachers that meet requirements.
- History: 1992 BTSA was created by the State, 2004 HESD starts the Induction program for multiple subject credentials, 2016 HESD added the special education credential program and now in 2018 the Admin Program.
- Mission Statement: Our promise is to provide a solid program so that teachers can clear their credential and receive the support needed.
- Accreditation: a 7-year cycle, this year HESD begins the cycle and culminates in a visit from a CTC team to review program and ensure accreditation is being met.

The Commission on Teacher Credentialing (CTC) teams that visit programs is comprised of directors and coordinators from other district Induction programs and state official. Debra has been invited to participate as part of a team visiting another Induction program going through the accreditation cycle. She will bring back what she learns to

HESD's program.

Trustee Strickland stated it's a great program that increases retention.

**BB 9012** Joy Gabler, Superintendent, presented for information the following revised Board Bylaw:

- BB 9012 – Board Member Electronic Communications

**BP 7214** Joy Gabler, Superintendent, presented for information the following revised Board Policy:

- BP 7214 – General Obligation Bonds

**AR 5141.52** Karen McConnell, Assistant Superintendent to Special Services, presented for information the following new Administrative Regulation:

- AR 5141.52 – Suicide Prevention

**BP/AR 5148.2** Karen McConnell, Assistant Superintendent to Special Services, presented for information the following revised Board Policy and Administrative Regulation:

- BP/AR 5148.2 – Before/After School Program

#### **BOARD POLICIES AND ADMINISTRATION**

**AR 3580** Trustee Strickland made a motion to approve the revised Administrative Regulation 3580 – District Records. Trustee Garcia seconded; motion carried 3-0:

Garcia – Yes  
Revious – Yes  
Strickland – Yes

**BP 4119.21, 4219.21, 4319.21** Trustee Strickland made a motion to approve the revised Board Policy 4119.21, 4219.21, 4319.21 – Professional Standards. Trustee Garcia seconded; motion carried 3-0:

Garcia – Yes  
Revious – Yes  
Strickland – Yes

**BP 4140, 4240, 4340** Trustee Strickland made a motion to approve the revised Board Policy 4140, 4240, 4340 – Bargaining Units. Trustee Garcia seconded; motion carried 3-0:

Garcia – Yes  
Revious – Yes  
Strickland – Yes

**AR 4156.4** Trustee Strickland made a motion to approve the revised Administrative Regulation 4156.4 – Use of District or Personal Automobiles. Trustee Garcia seconded; motion carried 3-0:

Garcia – Yes  
Revious – Yes  
Strickland – Yes

**BP 4157.1, 4257.1, 4357.1** Trustee Strickland made a motion to approve the deleted Board Policy 4157.1, 4257.1, 4357.1 – Work-Related Injuries. Trustee Garcia seconded; motion carried 3-0:

Garcia – Yes  
Revious – Yes  
Strickland – Yes

**AR 4157.2, 4257.2, 4357.2** Trustee Strickland made a motion to approve the new Administrative Regulation 4157.2, 4257.2, 4357.2 – Ergonomics. Trustee Garcia seconded; motion carried 3-0:  
Garcia – Yes  
Revious – Yes  
Strickland – Yes

**BP/AR 4200** Trustee Strickland made a motion to approve the revised Board Policy and Administrative Regulation 4200 – Classified Personnel. Trustee Garcia seconded; motion carried 3-0:  
Garcia – Yes  
Revious – Yes  
Strickland – Yes

### **PERSONNEL**

Trustee Garcia made a motion to take Personnel items “a” through “d” together. Trustee Strickland seconded; motion carried 3-0:

Garcia – Yes  
Revious – Yes  
Strickland – Yes

Trustee Garcia then made a motion to approve Personnel items “a” through “d”. Trustee Strickland seconded; the motion carried 3-0:

Garcia – Yes  
Revious – Yes  
Strickland – Yes

The following items were approved:

#### Temporary Employees/Substitutes

***Item "a" – Employment***

- Savannah Bruner, Substitute Yard Supervisor, effective 9/26/18
- Cassey Gunlund, Substitute Licensed Vocational Nurse, effective 9/20/18

***Item "b" – More Hours***

- Mirella Garibay, Yard Supervisor, from 2.5 hrs. to 3.0 hrs., Monroe, effective 9/17/18

***Item "c" – Voluntary Decrease in Hours***

- Yvette Mena, Yard Supervisor, from 2.5 hrs. to 2.0 hrs., Monroe, effective 9/17/18

***Item "d" – Volunteers***

<u>Name</u>	<u>School</u>
Irais Angel	Hamilton
Reunite Mims (HESD Employee)	Hamilton
Susana Mitre Villa	Jefferson
Daisy Prado	Jefferson
Maria Rodriguez	Jefferson
Andrew Stowe	Jefferson
Tara Warmerdam	Jefferson
Kayla Maner	King
Gresia Marquez	King
Ariana Martin (HESD Employee)	King
Jaime Molina	King

<u>Name</u>	<u>School</u>
Evangelina Pimentel	King
Jessica Gutierrez	Lincoln
Vanessa Mendoza	Lincoln
Jennifer Navarro Rodriguez (HESD Employee)	Lincoln
Alicia Ambriz	Monroe
Rachele Cassity	Monroe
Jackie Erickson	Monroe
Sonia Ramirez	Monroe
Katie Resendez	Monroe
Vance Fredrick (HESD Employee)	Richmond
Curt Hardcastle	Richmond
Elizabeth Patino	Richmond
Maria Pineda Huesca	Richmond
Charles Porter	Richmond
Ashley Velasco	Richmond
Vanessa Sanchez	Roosevelt
Rosemary Reynolds	Simas
Monica Toomes (HESD Employee)	Simas
Flor Flores	Washington
Chris Kuenning	Washington
Paul Thompson	Washington
Alicia Montoya	Wilson
Melanie Reynolds	Wilson
Veronica Chavarin	King/Monroe

## **FINANCIAL**

**Resolution #6-19** Trustee Strickland made a motion to adopt Resolution #6-19: California Environmental Quality Act (CEQA) Exemption – Lincoln Elementary School Classroom Wing. Trustee Garcia seconded; motion carried 3-0:

Garcia – Yes  
Revious – Yes  
Strickland – Yes

**Resolution #7-19** Trustee Garcia made a motion to adopt Resolution #7-19 State Building Funds Application for Lincoln Classroom Wing. Trustee Strickland seconded; motion carried 3-0:

Garcia – Yes  
Revious – Yes  
Strickland – Yes

**School Works Agreement** Trustee Garcia made a motion to approve the agreement with SchoolWorks to update the District's demographics and enrollment projections. Trustee Strickland seconded; motion carried 3-0:

Garcia – Yes  
Revious – Yes  
Strickland – Yes

**Adjournment**

There being no further business, Vice-President Revious adjourned the meeting at 6:25 p.m.

Respectfully submitted,

Joy C. Gabler,  
Secretary to the Board of Trustees

Approved:

\_\_\_\_\_  
Jeff Garner, President

\_\_\_\_\_  
Lupe Hernandez, Clerk

No	A/D	Sch Req'd	Home Sch	Date
I-168	A	Richmond	Lemoore	10/15/2018
I-169	A	Kennedy	KRH	10/15/2018
I-170	A	Kennedy	Lakeside	10/15/2018
I-171	A	Washington	Kit Carson	10/15/2018
I-172	A	Simas	Lemoore	10/15/2018
I-173	A	Simas	Lemoore	10/15/2018
I-174	A	Simas	Lemoore	10/15/2018
I-175	A	Simas	Lemoore	10/15/2018

No	A/D	Sch Req'd	Home Sch	Date
O-129	A	Lakeside	Washington	10/15/2018



## HANFORD ELEMENTARY SCHOOL DISTRICT

## AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Lindsay Hastings

DATE: 10/8/18

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

Date you wish to have your item considered: 10/24/18

**ITEM:** Donation of \$582.00 from Washington PTC to HESD**PURPOSE:** Jog a thon student rewards and incentives.**FISCAL IMPACT:** 0100-1100-0-1110-1000-575030-028-0000- \$180.00  
0100-1100-0-1110-1000-430000-028-0000- \$402.00**RECOMMENDATIONS:** Accept Donation

## HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Joy C. Gabler

FROM: Javier Espindola

DATE: October 15, 2018

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

FOR: ☐ Information  
☒ Action

Date you wish to have your item considered: October 24, 2018

**ITEM:** Consider acceptance of donation of \$196.93 from eScrip to Jefferson Elementary.

**PURPOSE:** To be used for the purchase of student incentives.

**FISCAL IMPACT:** Increase of \$196.93 to Account #0900-1100-0-1110-1000-430000-021-0000

**RECOMMENDATIONS:** Accept donation.

## HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

**TO:** Joy C. Gabler

**FROM:** Gerry Mulligan

**DATE:** August 15, 2018

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

**FOR:** ( ) Information  
(X) Action

Date you wish to have your item considered: October 24, 2018

**ITEM:**

Accept donation of emergency lockdown kits from Lowe's.

**PURPOSE:**

Lowe's Hardware Store has donated an \$800 gift card and 300 emergency lockdown kits with miscellaneous toiletry supplies to be distributed to each classroom. The kits are intended to provide essential supplies to support a classroom if an emergency situation required students and teachers to be confined to their classrooms.

**FISCAL IMPACT:**

None.

**RECOMMENDATION:**

Accept donation.

## HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Board of Trustees

FROM: Joy C. Gabler

DATE: 10/04/18

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

FOR: ☒ Information  
☐ Action

Date you wish to have your item considered: 10/24/18

**ITEM:** Information regarding the 2018 California Assessment of Student Performance and Progress (CAASPP) results.

**PURPOSE:** To provide information on how Hanford Elementary students performed during the spring 2018 assessments.

**FISCAL IMPACT:**

**RECOMMENDATIONS:**

## HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Joy C. Gabler

FROM: David Endo

DATE: 10/15/2018

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

FOR: ☒ Information  
☐ Action

Date you wish to have your item considered: 10/24/2018

**ITEM:**

Receive for information monthly financial reports for the period of 07/01/2018-09/30/2018.

**PURPOSE:**

Attached are financial summaries for all of the District's funds for the period of 07/01/2018-09/30/2018.

**FISCAL IMPACT:**

The financial reports are informational only.

**RECOMMENDATIONS:**

Receive the monthly financial reports.

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

## Fiscal Position Report

September 2018

10/3/2018 12:06:32PM

Fund: 0100 General Fund

		September Amount	YTD Amount	Revised Budget	% of Budget	% Remain
<b>BEGINNING BALANCE</b>						
Net Beginning Balance	9791-9795		\$10,335,562.56	\$10,499,721.68		
<b>REVENUES</b>						
1) LCFF Sources	8010-8099	\$6,132,426.00	\$10,775,585.71	\$56,606,827.00	19.04	80.96
2) Federal Revenues	8100-8299	\$0.00	\$246,188.90	\$3,587,176.00	6.86	93.14
3) Other State Revenues	8300-8599	(\$10,639.50)	(\$7,994.50)	\$5,769,913.00	(0.14)	100.14
4) Other Local Revenues	8600-8799	\$0.00	\$192,311.28	\$2,633,593.00	7.30	92.70
<b>5) Total, Revenues</b>		<b>\$6,121,786.50</b>	<b>\$11,206,091.39</b>	<b>\$68,597,509.00</b>	<b>16.34</b>	<b>83.66</b>
<b>EXPENDITURES</b>						
1) Certificated Salaries	1000-1999	\$2,464,678.62	\$5,056,104.95	\$27,871,802.00	18.14	81.86
2) Classified Salaries	2000-2999	\$996,915.02	\$2,397,906.30	\$11,245,470.00	21.32	78.68
3) Employee Benefits	3000-3999	\$1,355,430.37	\$2,521,444.92	\$17,286,562.00	14.59	85.41
4) Books and Supplies	4000-4999	\$168,600.26	\$573,301.58	\$3,930,728.00	14.59	85.41
5) Services, Oth Oper Exp	5000-5999	\$387,489.90	\$1,386,894.61	\$3,704,587.80	37.44	62.56
6) Capital Outlay	6000-6999	\$0.00	\$116,992.94	\$1,399,512.00	8.36	91.64
7) Other Outgo(excl. 7300`s)	7100-7499	\$64,112.00	\$183,766.00	\$1,620,171.00	11.34	88.66
8) Direct/Indirect Support	7300-7399	\$0.00	\$0.00	(\$347,000.00)	0.00	100.00
<b>9) Total Expenditures</b>		<b>\$5,437,226.17</b>	<b>\$12,236,411.30</b>	<b>\$66,711,832.80</b>	<b>18.34</b>	<b>81.66</b>
<b>OTHER FINANCING SOURCES/USES</b>						
1) Transfers						
B) Transfers Out	7610-7629	\$0.00	\$100,000.00	\$1,261,500.00	7.93	92.07
3) Contributions	8980-8999	\$0.00	\$0.00	\$0.00	0.00	100.00
<b>4) Total, Other Financing Sources/Uses</b>		<b>\$0.00</b>	<b>(\$100,000.00)</b>	<b>(\$1,261,500.00)</b>	<b>7.93</b>	<b>92.07</b>
<b>NET INCREASE (DECREASE) IN FUND BALANCE</b>		<b>\$684,560.33</b>	<b>(\$1,130,319.91)</b>	<b>\$624,176.20</b>		
<b>ENDING FUND BALANCE</b>			<b>\$9,205,242.65</b>	<b>\$11,123,897.88</b>		

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

## Fiscal Position Report

September 2018

10/3/2018 12:06:32PM

Fund: 0900 Charter Schools Fund

		September Amount	YTD Amount	Revised Budget	% of Budget	% Remain
<b>BEGINNING BALANCE</b>						
Net Beginning Balance	9791-9795		\$433,160.97	\$306,429.49		
<b>REVENUES</b>						
1) LCFF Sources	8010-8099	\$349,912.00	\$713,538.00	\$4,164,872.00	17.13	82.87
3) Other State Revenues	8300-8599	\$12,713.70	\$12,713.70	\$320,167.00	3.97	96.03
4) Other Local Revenues	8600-8799	\$0.00	\$0.00	\$12,851.00	0.00	100.00
<b>5) Total, Revenues</b>		<b>\$362,625.70</b>	<b>\$726,251.70</b>	<b>\$4,497,890.00</b>	<b>16.15</b>	<b>83.85</b>
<b>EXPENDITURES</b>						
1) Certificated Salaries	1000-1999	\$156,159.99	\$310,669.98	\$1,733,598.00	17.92	82.08
2) Classified Salaries	2000-2999	\$0.00	\$0.00	\$0.00	0.00	100.00
3) Employee Benefits	3000-3999	\$59,403.88	\$89,951.35	\$770,244.00	11.68	88.32
4) Books and Supplies	4000-4999	\$4,102.33	\$13,254.43	\$80,413.00	16.48	83.52
5) Services, Oth Oper Exp	5000-5999	\$4,928.49	\$37,638.65	\$1,427,749.80	2.64	97.36
6) Capital Outlay	6000-6999	\$0.00	\$0.00	\$5,010.00	0.00	100.00
8) Direct/Indirect Support	7300-7399	\$0.00	\$0.00	\$190,000.00	0.00	100.00
<b>9) Total Expenditures</b>		<b>\$224,594.69</b>	<b>\$451,514.41</b>	<b>\$4,207,014.80</b>	<b>10.73</b>	<b>89.27</b>
<b>OTHER FINANCING SOURCES/USES</b>						
1) Transfers						
B) Transfers Out	7610-7629	\$0.00	\$0.00	\$94,800.00	0.00	100.00
3) Contributions	8980-8999	\$0.00	\$0.00	\$0.00	0.00	100.00
<b>4) Total, Other Financing Sources/Uses</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>(\$94,800.00)</b>	<b>0.00</b>	<b>100.00</b>
<b>NET INCREASE (DECREASE) IN FUND BALANCE</b>		<b>\$138,031.01</b>	<b>\$274,737.29</b>	<b>\$196,075.20</b>		
<b>ENDING FUND BALANCE</b>			<b>\$707,898.26</b>	<b>\$502,504.69</b>		

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

## Fiscal Position Report

September 2018

10/3/2018 12:06:32PM

Fund: 1300 Cafeteria Fund

		September Amount	YTD Amount	Revised Budget	% of Budget	% Remain
<b>BEGINNING BALANCE</b>						
Net Beginning Balance	9791-9795		\$1,446,470.57	\$1,403,618.23		
<b>REVENUES</b>						
2) Federal Revenues	8100-8299	\$0.00	\$4,525.65	\$3,183,500.00	0.14	99.86
3) Other State Revenues	8300-8599	\$0.00	\$316.13	\$227,671.00	0.14	99.86
4) Other Local Revenues	8600-8799	\$6,689.51	\$10,525.35	\$144,872.00	7.27	92.73
<b>5) Total, Revenues</b>		<b>\$6,689.51</b>	<b>\$15,367.13</b>	<b>\$3,556,043.00</b>	<b>0.43</b>	<b>99.57</b>
<b>EXPENDITURES</b>						
2) Classified Salaries	2000-2999	\$99,779.43	\$233,993.55	\$1,131,460.00	20.68	79.32
3) Employee Benefits	3000-3999	\$36,946.35	\$72,981.22	\$423,458.00	17.23	82.77
4) Books and Supplies	4000-4999	\$196,278.96	\$246,842.31	\$1,798,154.00	13.73	86.27
5) Services, Oth Oper Exp	5000-5999	\$2,364.07	\$2,779.58	(\$14,376.00)	(19.33)	119.33
6) Capital Outlay	6000-6999	\$0.00	\$0.00	\$156,000.00	0.00	100.00
8) Direct/Indirect Support	7300-7399	\$0.00	\$0.00	\$157,000.00	0.00	100.00
<b>9) Total Expenditures</b>		<b>\$335,368.81</b>	<b>\$556,596.66</b>	<b>\$3,651,696.00</b>	<b>15.24</b>	<b>84.76</b>
<b>NET INCREASE (DECREASE) IN FUND BALANCE</b>		<b>(\$328,679.30)</b>	<b>(\$541,229.53)</b>	<b>(\$95,653.00)</b>		
<b>ENDING FUND BALANCE</b>			<b>\$905,241.04</b>	<b>\$1,307,965.23</b>		



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

## Fiscal Position Report

September 2018

10/3/2018 12:06:32PM

Fund: 1400 Deferred Maintenance Fund

		September Amount	YTD Amount	Revised Budget	% of Budget	% Remain
<b>BEGINNING BALANCE</b>						
Net Beginning Balance	9791-9795		\$3,296.98	\$2,810.06		
<b>REVENUES</b>						
1) LCFF Sources	8010-8099	\$0.00	\$300,000.00	\$300,000.00	100.00	0.00
4) Other Local Revenues	8600-8799	\$0.00	\$0.00	\$2,000.00	0.00	100.00
<b>5) Total, Revenues</b>		<b>\$0.00</b>	<b>\$300,000.00</b>	<b>\$302,000.00</b>	<b>99.34</b>	<b>0.66</b>
<b>EXPENDITURES</b>						
5) Services, Oth Oper Exp	5000-5999	\$0.00	\$0.00	\$0.00	0.00	100.00
6) Capital Outlay	6000-6999	\$2,332.10	\$112,206.85	\$304,810.06	36.81	63.19
<b>9) Total Expenditures</b>		<b>\$2,332.10</b>	<b>\$112,206.85</b>	<b>\$304,810.06</b>	<b>36.81</b>	<b>63.19</b>
<b>NET INCREASE (DECREASE) IN FUND BALANCE</b>		<b>(\$2,332.10)</b>	<b>\$187,793.15</b>	<b>(\$2,810.06)</b>		
<b>ENDING FUND BALANCE</b>			<b>\$191,090.13</b>	<b>\$0.00</b>		

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

## Fiscal Position Report

September 2018

10/3/2018 12:06:32PM

Fund: 1500 Pupil Transportation Equip

		September Amount	YTD Amount	Revised Budget	% of Budget	% Remain
<b>BEGINNING BALANCE</b>						
Net Beginning Balance	9791-9795		\$148,916.49	\$148,907.97		
<b>REVENUES</b>						
4) Other Local Revenues	8600-8799	\$0.00	\$0.00	\$725.00	0.00	100.00
<b>5) Total, Revenues</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$725.00</b>	<b>0.00</b>	<b>100.00</b>
<b>OTHER FINANCING SOURCES/USES</b>						
1) Transfers						
A) Transfers In	8910-8929	\$0.00	\$100,000.00	\$100,000.00	100.00	0.00
<b>4) Total, Other Financing Sources/Uses</b>		<b>\$0.00</b>	<b>\$100,000.00</b>	<b>\$100,000.00</b>	<b>100.00</b>	<b>0.00</b>
<b>NET INCREASE (DECREASE) IN FUND BALANCE</b>		<b>\$0.00</b>	<b>\$100,000.00</b>	<b>\$100,725.00</b>		
<b>ENDING FUND BALANCE</b>			<b>\$248,916.49</b>	<b>\$249,632.97</b>		

13 Hanford Elementary School District

Fiscal Year: 2019

Requested by dendo

**Fiscal Position Report**

September 2018

10/3/2018 12:06:32PM

Fund: 2000 SPECIAL RESERVE FUND FOR OTHER POSTE

		September Amount	YTD Amount	Revised Budget	% of Budget	% Remain
<b>BEGINNING BALANCE</b>						
Net Beginning Balance	9791-9795		\$3,446,033.37	\$3,445,412.96		
<b>REVENUES</b>						
4) Other Local Revenues	8600-8799	\$0.00	\$0.00	\$45,000.00	0.00	100.00
<b>5) Total, Revenues</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$45,000.00</b>	<b>0.00</b>	<b>100.00</b>
<b>OTHER FINANCING SOURCES/USES</b>						
1) Transfers						
A) Transfers In	8910-8929	\$0.00	\$0.00	\$1,256,300.00	0.00	100.00
<b>4) Total, Other Financing Sources/Uses</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,256,300.00</b>	<b>0.00</b>	<b>100.00</b>
<b>NET INCREASE (DECREASE) IN FUND BALANCE</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,301,300.00</b>		
<b>ENDING FUND BALANCE</b>			<b>\$3,446,033.37</b>	<b>\$4,746,712.96</b>		

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

## Fiscal Position Report

September 2018

10/3/2018 12:06:32PM

Fund: 2100 Building Fund-Local

		September Amount	YTD Amount	Revised Budget	% of Budget	% Remain
<b>BEGINNING BALANCE</b>						
Net Beginning Balance	9791-9795		\$2,792,280.19	\$2,798,878.55		
<b>REVENUES</b>						
4) Other Local Revenues	8600-8799	\$0.00	\$0.00	\$49,187.61	0.00	100.00
<b>5) Total, Revenues</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$49,187.61</b>	<b>0.00</b>	<b>100.00</b>
<b>EXPENDITURES</b>						
6) Capital Outlay	6000-6999	\$4,471.39	\$244,840.57	\$2,328,408.00	10.52	89.48
<b>9) Total Expenditures</b>		<b>\$4,471.39</b>	<b>\$244,840.57</b>	<b>\$2,328,408.00</b>	<b>10.52</b>	<b>89.48</b>
<b>OTHER FINANCING SOURCES/USES</b>						
1) Transfers						
B) Transfers Out	7610-7629	\$0.00	\$0.00	\$128,189.00	0.00	100.00
<b>4) Total, Other Financing Sources/Uses</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>(\$128,189.00)</b>	<b>0.00</b>	<b>100.00</b>
<b>NET INCREASE (DECREASE) IN FUND BALANCE</b>						
		<u>(\$4,471.39)</u>	<u>(\$244,840.57)</u>	<u>(\$2,407,409.39)</u>		
<b>ENDING FUND BALANCE</b>						
			<u>\$2,547,439.62</u>	<u>\$391,469.16</u>		

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

## Fiscal Position Report

September 2018

10/3/2018 12:06:32PM

Fund: 2500 CapitalFacilities Fund

		September Amount	YTD Amount	Revised Budget	% of Budget	% Remain
<b>BEGINNING BALANCE</b>						
Net Beginning Balance	9791-9795		\$198,667.72	\$198,157.44		
<b>REVENUES</b>						
4) Other Local Revenues	8600-8799	\$77,163.93	\$147,422.48	\$265,000.00	55.63	44.37
<b>5) Total, Revenues</b>		<b>\$77,163.93</b>	<b>\$147,422.48</b>	<b>\$265,000.00</b>	<b>55.63</b>	<b>44.37</b>
<b>EXPENDITURES</b>						
5) Services, Oth Oper Exp	5000-5999	\$13,221.00	\$141,861.00	\$165,000.00	85.98	14.02
6) Capital Outlay	6000-6999	\$0.00	\$0.00	\$0.00	0.00	100.00
<b>9) Total Expenditures</b>		<b>\$13,221.00</b>	<b>\$141,861.00</b>	<b>\$165,000.00</b>	<b>85.98</b>	<b>14.02</b>
<b>OTHER FINANCING SOURCES/USES</b>						
1) Transfers						
B) Transfers Out	7610-7629	\$0.00	\$0.00	\$0.00	0.00	100.00
<b>4) Total, Other Financing Sources/Uses</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0.00</b>	<b>100.00</b>
<b>NET INCREASE (DECREASE) IN FUND BALANCE</b>						
		<b>\$63,942.93</b>	<b>\$5,561.48</b>	<b>\$100,000.00</b>		
<b>ENDING FUND BALANCE</b>						
			<b>\$204,229.20</b>	<b>\$298,157.44</b>		

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

## Fiscal Position Report

September 2018

10/3/2018 12:06:32PM

Fund: 3500 SCHOOL FACILITY PROGRAM

		September Amount	YTD Amount	Revised Budget	% of Budget	% Remain
<b>BEGINNING BALANCE</b>						
Net Beginning Balance	9791-9795		\$610,882.83	\$4,000.00		
<b>REVENUES</b>						
3) Other State Revenues	8300-8599	\$0.00	\$0.00	\$0.00	0.00	100.00
4) Other Local Revenues	8600-8799	\$0.00	\$0.00	\$0.00	0.00	100.00
<b>5) Total, Revenues</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0.00</b>	<b>100.00</b>
<b>EXPENDITURES</b>						
6) Capital Outlay	6000-6999	\$53,465.34	\$280,323.16	\$642,793.00	43.61	56.39
<b>9) Total Expenditures</b>		<b>\$53,465.34</b>	<b>\$280,323.16</b>	<b>\$642,793.00</b>	<b>43.61</b>	<b>56.39</b>
<b>OTHER FINANCING SOURCES/USES</b>						
1) Transfers						
A) Transfers In	8910-8929	\$0.00	\$0.00	\$638,793.00	0.00	100.00
3) Contributions	8980-8999	\$0.00	\$0.00	\$0.00	0.00	100.00
<b>4) Total, Other Financing Sources/Uses</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$638,793.00</b>	<b>0.00</b>	<b>100.00</b>
<b>NET INCREASE (DECREASE) IN FUND BALANCE</b>		<b>(\$53,465.34)</b>	<b>(\$280,323.16)</b>	<b>(\$4,000.00)</b>		
<b>ENDING FUND BALANCE</b>			<b>\$330,559.67</b>	<b>\$0.00</b>		

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

## Fiscal Position Report

September 2018

10/3/2018 12:06:32PM

Fund: 4000 Special Reserve - Capital Outlay

		September Amount	YTD Amount	Revised Budget	% of Budget	% Remain
<b>BEGINNING BALANCE</b>						
Net Beginning Balance	9791-9795		\$4,008,824.84	\$3,715,345.47		
<b>REVENUES</b>						
4) Other Local Revenues	8600-8799	\$0.00	\$0.00	\$15,000.00	0.00	100.00
<b>5) Total, Revenues</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$15,000.00</b>	<b>0.00</b>	<b>100.00</b>
<b>EXPENDITURES</b>						
5) Services, Oth Oper Exp	5000-5999	\$0.00	\$416.25	\$0.00	0.00	100.00
6) Capital Outlay	6000-6999	\$25,644.34	\$85,022.68	\$0.00	0.00	100.00
<b>9) Total Expenditures</b>		<b>\$25,644.34</b>	<b>\$85,438.93</b>	<b>\$0.00</b>	<b>0.00</b>	<b>100.00</b>
<b>OTHER FINANCING SOURCES/USES</b>						
1) Transfers						
B) Transfers Out	7610-7629	\$0.00	\$0.00	\$2,621,554.00	0.00	100.00
<b>4) Total, Other Financing Sources/Uses</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>(\$2,621,554.00)</b>	<b>0.00</b>	<b>100.00</b>
<b>NET INCREASE (DECREASE) IN FUND BALANCE</b>		<b>(\$25,644.34)</b>	<b>(\$85,438.93)</b>	<b>(\$2,606,554.00)</b>		
<b>ENDING FUND BALANCE</b>			<b>\$3,923,385.91</b>	<b>\$1,108,791.47</b>		

13 Hanford Elementary School District

Fiscal Year: 2019

Requested by dendo

**Fiscal Position Report**

September 2018

10/3/2018 12:06:32PM

Fund: 6720 Self-Insurance/Other

		September Amount	YTD Amount	Revised Budget	% of Budget	% Remain
<b>BEGINNING BALANCE</b>						
Net Beginning Balance	9791-9795		\$483,868.56	\$483,527.52		
<b>REVENUES</b>						
4) Other Local Revenues	8600-8799	\$4,729.84	\$39,983.30	\$690,000.00	5.79	94.21
<b>5) Total, Revenues</b>		<b>\$4,729.84</b>	<b>\$39,983.30</b>	<b>\$690,000.00</b>	<b>5.79</b>	<b>94.21</b>
<b>EXPENDITURES</b>						
5) Services, Oth Oper Exp	5000-5999	\$47,988.64	\$186,470.95	\$656,500.00	28.40	71.60
<b>9) Total Expenditures</b>		<b>\$47,988.64</b>	<b>\$186,470.95</b>	<b>\$656,500.00</b>	<b>28.40</b>	<b>71.60</b>
<b>NET INCREASE (DECREASE) IN FUND BALANCE</b>		<b>(\$43,258.80)</b>	<b>(\$146,487.65)</b>	<b>\$33,500.00</b>		
<b>ENDING FUND BALANCE</b>			<b>\$337,380.91</b>	<b>\$517,027.52</b>		



HANFORD ELEMENTARY SCHOOL DISTRICT  
Human Resources Department  
**AGENDA REQUEST FORM**

TO: Joy Gabler

FROM: Jaime Martinez

DATE: October 12, 2018

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

☒ Information  
☐ Action

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **October 24, 2018**

**ITEM:** Receive the following revised Board Policy for information.

**PURPOSE:** The following policy is being updated to expand discussion of possible recruitment incentives, including subsidized housing programs for teachers and other employees and NEW LAW (AB 99) which establishes the California Educator Development grant program to assist districts with attracting and supporting the preparation and continued learning of teachers, principals, and other school leaders. Policy also reflects NEW LAW (AB 168) which prohibits districts from seeking salary history information about an applicant and from relying on salary history information as a factor in determining whether to offer employment or the salary to offer an applicant, unless the salary information is disclosable under state or federal law or the applicant voluntarily discloses the information without prompting.

- BP 4111, 4211, 4311 – Recruitment and Selection (revised)

**FISCAL IMPACT:** None.

**RECOMMENDATION:** Consider for adoption at next regular board meeting.

**All Personnel**

BP 4111(a)

4211

**Recruitment and Selection**

4311

The ~~Board of Trustees~~ Governing Board is committed desires to employing suitable employ the most highly qualified individuals and appropriate person available for each open position in order to effectively carry out the district's vision, mission, and goals ~~improve student achievement and efficiency in district operations.~~

*(cf. 0000 - Vision)*

*(cf. ~~0100~~ 0200 – Goals for the School District)*

*(cf. 4000 - Concepts ~~Concept~~ and Roles)*

*(cf. 4100 - Certificated Personnel)*

*(cf. 4200 - Classified Personnel)*

*(cf. 4300 – Administrative and ~~Management, Supervisory and Confidential~~ Personnel)*

*(cf. ~~9000~~ ~~Role of the Board~~)*

The Superintendent or designee shall develop equitable, fair, ~~open,~~ and transparent recruitment and selection processes and procedures ~~that~~ which ensure individuals ~~that~~ employees are selected based on demonstrated knowledge, skills, and competence and not on any bias, personal preference, or unlawful discrimination.

~~When a vacancy occurs, the Superintendent or designee shall recruit candidates for open positions based on an assessment of the district's needs for specific skills, knowledge and abilities. He/she shall review job descriptions for the position to ensure that it accurately describes all major functions and duties of each position. He/she shall also disseminate job announcements to ensure a wide range of candidates.~~

*(cf. 4119.3/4219.3/4319.3 – Duties of Personnel)*

~~The Superintendent or designee shall develop selection procedures that identify the best possible candidate for each position based on screening processes, interviews, observations and recommendations from previous employers. He/she may establish an interview committee, as appropriate, to rank candidates and recommend finalists. All discussions and recommendations shall be confidential in accordance with law.~~

~~During job interviews, applicants may be asked to describe or demonstrate how they will be able to perform the duties of the job. No inquiry shall be made with regard to any category of discrimination prohibited by state or federal law.~~

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*

*(cf. 4030 - Nondiscrimination in Employment)*

*(cf. ~~4031~~ ~~Complaints Concerning Discrimination in Employment~~)*

*(cf. 4032 - Reasonable Accommodation)*

*(cf. 4111.2/4211.2/4311.2 - Legal Status Requirement)*

When a vacancy occurs, the Superintendent or designee shall review the job description for the position to ensure that it accurately describes the major functions and duties of the position. He/she shall also disseminate job announcements to ensure a wide range of candidates.

BP 4111(b)  
4211  
4311

## Recruitment and Selection

The district's selection procedures shall include screening processes, interviews, recommendations from previous employers, and observations when appropriate, as necessary to identify the best possible candidate for a position.

*(cf. 4112.61/4212.61/4312.61 - Employment References)*

The Superintendent or designee may establish an interview committee to rank candidates and recommend finalists. During job interviews, applicants may be asked to describe or demonstrate how they will be able to perform the duties of the job. All discussions and recommendations shall be confidential in accordance with law.

*(cf. 2230 - Representative and Deliberative Groups)*

No inquiry shall be made with regard to any information prohibited by state or federal nondiscrimination laws.

The Superintendent or designee shall not inquire, orally or in writing, in regard to an applicant's salary history information, including compensation and benefits. He/she shall also not rely on salary history information as a factor in determining whether to offer employment to an applicant or the salary to offer. However, the Superintendent or designee may consider salary information that is disclosable under state or federal law or that the applicant discloses voluntarily and without prompting. Upon request, the Superintendent or designee shall provide the applicant the pay scale for the position to which he/she is applying. (Labor Code 432.3)

For each position, the Superintendent or designee shall present to the Board one candidate who meets all qualifications established by law and the Board for the position. No person shall be employed by the Board without the recommendation or endorsement of the Superintendent or designee.

*(cf. 4112 - Appointment and Conditions of Employment)*

*(cf. 4112.2 - Certification)*

*(cf. 4112.22 - Staff Teaching English Learners)*

*(cf. 4212 - Appointment and Conditions of Employment)*

*(cf. 4112.23 - Special Education Staff)*

*(cf. 4112.8/4212.8/4312.8 - Employment of Relatives)*

*(cf. 4212 - Appointment and Conditions of Employment)*

*(cf. 4312.1 - Contracts)*

## Incentives

With Board approval and in accordance with district needs, the district may provide incentives to recruit teachers, administrators, or other employees, such as signing bonuses, assistance with beginning teacher induction and/or credential costs, mentoring, additional compensation, and/or subsidized housing.

BP 4111(c)  
4211  
4311

## Recruitment and Selection (continued)

### Legal Reference:

#### EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex

35035 Responsibilities of superintendent

44066 Limitations on certification requirement

44259 Teaching credential; exception; designated subjects; minimum requirements

~~44735 Incentive grants for recruiting teachers for low performing schools~~

~~44740-44741 Personnel Management Assistance Teams~~

44750-44754.5 Regional teacher recruitment centers

44830-44831 Employment of certificated persons

44858 Age or marital status in certificated positions

44859 Prohibition against certain rules and regulations re residency

45103-45138 Employment (classified employees)

49406 Examination for tuberculosis

~~52051 Academic Performance Index~~

#### GOVERNMENT CODE

815.2 Liability of public entities and public employees

6250-6276.48 Public Records Act

12900-12996 Fair Employment and Housing Act, including:

12940-~~12957~~<sup>12956</sup> Discrimination prohibited; unlawful practices

#### HEALTH AND SAFETY CODE

53570-53574 Teacher Housing Act of 2016

#### LABOR CODE

432.3 Salary information

UNITED STATES CODE, TITLE 5

552 Freedom of Information Act

UNITED STATES CODE, TITLE 8

1324a Unlawful employment of aliens

1324b Unfair immigration related employment practices

UNITED STATES CODE, TITLE 20

1681-1688 Title IX prohibition against discrimination

UNITED STATES CODE, TITLE 42

2000d-2000d-7 Title VI, Civil Rights Act of 1964

2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended

~~2000h 2-2000h 6 Title IX, 1972 Education Act Amendments~~

12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28

35.101-35.190 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 34

106.51-106.61 Nondiscrimination on the basis of sex in employment in education program or activities

#### COURT DECISIONS

C.A. v William S. Hart Union High School District et al., (2012) 138 Cal.Rptr.3d 1

### Management Resources:

CALIFORNIA COUNTY SUPERINTENDENTS EDUCATIONAL SERVICES ASSOCIATION PUBLICATIONS

Teacher Recruitment in California: An Analysis of Effective Strategies, Research Brief, Veritas Research and Evaluation Group, October 2017

CSBA PUBLICATIONS

Maximizing School Board Leadership: Human Resources, 1996

BP 4111(d)  
4211  
4311

## Recruitment and Selection (continued)

### WEB SITES

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

*California Department of Education: <http://www.cde.ca.gov>*

*California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>*

*Commission on Teacher Credentialing: <http://www.ctc.ca.gov>*

*Equal Employment Opportunity Commission: <http://www.eeoc.gov>*

*Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>*

*CalTeach: <http://www.calteach.org>*

*Education Job Opportunities Information Network: <http://www.edjoin.org>*

*Teach USA: <http://culturalvistas.org/programs/us/teach-usa>*

*U.S. Equal Employment Opportunity Commission: <http://www.eeoc.gov>*

## Policy

adopted: May 24, 1991

revised: November 7, 2001

revised: February 18, 2003

revised: October 24, 2012

revised: \_\_\_\_\_, 2018

## HANFORD ELEMENTARY SCHOOL DISTRICT

Hanford, California

HANFORD ELEMENTARY SCHOOL DISTRICT  
Human Resources Department  
**AGENDA REQUEST FORM**

TO: Joy Gabler

FROM: Jaime Martinez

DATE: October 12, 2018

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

☒ Information  
☐ Action

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **October 24, 2018**

**ITEM:** Receive the following revised Board Policy and Administrative Regulation for information.

**PURPOSE:** The following policy is being updated to provide a strong statement of the Board's commitment to provide a safe work environment that is free of sexual harassment and intimidation and to align the process for filing complaints of sexual harassment with AR 4030 – Nondiscrimination in Employment. Regulation is being updated to reflect NEW LAW (SB 396) which requires districts to post a Department of Fair Employment and Housing poster on transgender rights and, if the district has 50 or more employees, to provide training to supervisors regarding harassment based on gender identity, gender expression, and sexual orientation.

- BP/AR 4119.11, 4219.11, 4319.11 – Sexual Harassment (revised)

**FISCAL IMPACT:** None.

**RECOMMENDATION:** Consider for adoption at next regular board meeting.

**All Personnel****BP 4119.11(a)****4219.11****SEXUAL HARASSMENT****4319.11**

The Governing Board is committed to providing a safe work environment that is free of harassment and intimidation. The Board prohibits sexual harassment against ~~of~~ district employees and. ~~The Board also prohibits~~ retaliatory behavior or action against any person ~~district employees or other persons who~~ complains, testifies ~~complain, testify,~~ or otherwise participates ~~participate~~ in the complaint process established for the purpose of ~~pursuant to~~ this policy and accompanying administrative regulation. This policy shall apply to all district employees and, when applicable, to interns, volunteers, and job applicants.

Sexual harassment includes, but is not limited to, harassment that is based on the gender, gender identity, gender expression, or sexual orientation of the victim.

This policy shall apply to all district employees and to other persons on district property or with some employment relationship with the district, such as interns, volunteers, contractors, and job applicants.

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*

*(cf. 4030 - Nondiscrimination in Employment)*

Any district employee who engages or participates in sexual harassment or who aids, abets, incites, compels, or coerces another to commit sexual harassment in violation of this policy is subject to disciplinary action, up to and including dismissal.

*(cf. 4117.7/4317.7 - Employment Status Reports)*

*(cf. 4118 - Dismissal/Suspension/Disciplinary Action)*

*(cf. 4218 - Dismissal/Suspension/Disciplinary Action)*

The Superintendent or designee shall take all actions necessary to ensure the prevention, investigation, and correction of sexual harassment, including but not limited to:

1. Providing training to employees in accordance with law and administrative regulation;
2. Publicizing and disseminating the district's sexual harassment policy to employees and others to whom the policy may apply ~~staff~~.

*(cf. 4112.9/4212.9/4312.9 - Employee Notifications)*

3. Ensuring prompt, thorough, and fair investigation of complaints;
4. Taking timely and appropriate corrective/remedial action(s), which may require interim separation of the complainant and the alleged harasser and subsequent monitoring of developments;

### Sexual Harassment Reports and Complaints

**BP 4119.11(b)**  
**4219.11**  
**4319.11**

## **SEXUAL HARASSMENT**

Any district employee who feels that he/she has been sexually harassed in the performance of his/her district responsibilities or who has knowledge of any incident of sexual harassment by or against another employee shall immediately report the incident to his/her direct supervisor, another supervisor, the district's coordinator for nondiscrimination, the Superintendent, or, if available, a complaint hotline or an ombudsman. A supervisor or administrator who receives a harassment complaint shall promptly notify the coordinator.

Complaints of sexual harassment shall be filed and investigated in accordance with the complaint procedure specified in AR 4030 - Nondiscrimination in Employment. An employee may bypass his/her supervisor in filing a complaint where the supervisor is the subject of the complaint.

All complaints and allegations of sexual harassment shall be kept confidential to the extent necessary to carry out the investigation or to take other subsequent necessary actions. (2 CCR 11023)

~~Any district employee who feels that he/she has been sexually harassed or who has knowledge of any incident of sexual harassment by or against another employee shall immediately report the incident to his/her supervisor, the principal, district administrator, or Superintendent.~~

~~A supervisor, principal, or other district administrator who receives a harassment complaint shall promptly notify the Superintendent or designee.~~

~~Complaints of sexual harassment shall be filed in accordance with AR 4030 - Nondiscrimination in Employment. An employee may bypass his/her supervisor in filing a complaint where the supervisor is the subject of the complaint.~~

~~Any district employee who engages or participates in sexual harassment or who aids, abets, incites, compels, or coerces another to commit sexual harassment in violation of this policy is subject to disciplinary action, up to and including dismissal.~~

~~(cf. 4118 - Dismissal/Suspension/Disciplinary Action)~~

~~(cf. 4218 - Dismissal/Suspension/Disciplinary Action)~~

### *Legal Reference:*

#### EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex

#### GOVERNMENT CODE

12900-12996 Fair Employment and Housing Act, especially:

12940 Prohibited discrimination

12950 Sexual harassment; distribution of information

12950.1 Sexual harassment training

#### LABOR CODE

1101 Political activities of employees

1102.1 Discrimination: sexual orientation



**BP 4119.11(c)**  
**4219.11**  
**4319.11**

## **SEXUAL HARASSMENT**

### CODE OF REGULATIONS, TITLE 2

11009 Employment discrimination

11021 Retaliation

11023 Harassment and discrimination prevention and correction

11024 Sexual harassment training and education

11034 Terms, conditions, and privileges of employment

### CODE OF REGULATIONS, TITLE 5

4900-4965 Nondiscrimination in elementary and secondary education programs receiving state financial assistance

### UNITED STATES CODE, TITLE 20

1681-1688 Title IX prohibition against discrimination

### UNITED STATES CODE, TITLE 42

~~2000d-2000d-7 Title VI, Civil Rights Act of 1964~~

2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended

~~2000h-2-2000h-6 Title IX, 1972 Education Act Amendments~~

### CODE OF FEDERAL REGULATIONS, TITLE 34

106.1-106.9 Nondiscrimination on the basis of sex in education programs or activities

106.51-106.61 Nondiscrimination on the basis of sex in employment in education program or activities

~~106.9 Dissemination of policy~~

### COURT DECISIONS

Department of Health Services v. Superior Court of California, (2003) 31 Cal.4th 1026

Faragher v. City of Boca Raton, (1998) 118 S.Ct. 2275

Burlington Industries v. Ellreth, (1998) 118 S.Ct. 2257

Gebser v. Lago Vista Independent School District, (1998) 118 S.Ct. 1989

Oncale v. Sundowner Offshore Serv. Inc., (1998) 118 S.Ct. 998

Meritor Savings Bank, FSB v. Vinson et al., (1986) 447 U.S. 57

### *Management Resources:*

*U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION PUBLICATIONS*

*Promising Practices for Preventing Harassment, November 2017*

~~*OFFICE OF CIVIL RIGHTS AND NATIONAL ASSOCIATION OF ATTORNEYS GENERAL*~~

~~*Protecting Students from Harassment and Hate Crime, January, 1999*~~

### WEB SITES

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

Equal Employment Opportunity Commission: <http://www.eeoc.gov>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr/index.html>

### Policy

Adopted: February 9, 2005

Revised: May 25, 2016

Revised: October 25, 2017

Revised: \_\_\_\_\_, 2018

### **HANFORD ELEMENTARY SCHOOL DISTRICT**

Hanford, California

**All Personnel****AR 4119.11(a)****4219.11****4319.11****SEXUAL HARASSMENT**

This administrative regulation shall apply to all allegations of sexual harassment involving employees, interns, volunteers, and job applicants, but shall not be used to resolve any complaint by or against a student.

**Definitions**

Prohibited sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature made against another person of the same or opposite sex in the work or educational setting when: (Education Code 212.5; Government Code 12940; 2 CCR 11034)

1. Submission to the conduct is made explicitly or implicitly a term or condition of the individual's employment.
2. Submission to or rejection of the conduct is used as the basis for an employment decision affecting the individual.
3. Submission to or rejection of the conduct ~~by~~ is used as the basis for any decision affecting the individual regarding benefits, services, honors, programs, or activities available at or through the district.

Prohibited sexual harassment also includes conduct which, regardless of whether or not it is motivated by sexual desire, is so severe or pervasive as to unreasonably interfere with the victim's work performance or create an intimidating, hostile, or offensive work environment.

Examples of actions that might constitute sexual harassment in the work or educational setting, whether committed by a supervisor, a co-worker, or a non-employee, include, but are not limited to:

1. Unwelcome verbal conduct such as sexual flirtations or propositions; graphic comments about an individual's body; overly personal conversations or pressure for sexual activity; sexual jokes or stories; unwelcome sexual slurs, epithets, threats, innuendoes, derogatory comments, sexually degrading descriptions, or the spreading of sexual rumors
2. Unwelcome visual conduct such as drawings, pictures, graffiti, or gestures; sexually explicit emails; displaying sexually suggestive objects
3. Unwelcome physical conduct such as massaging, grabbing, fondling, stroking, or brushing the body; touching an individual's body or clothes in a sexual way; cornering, blocking, leaning over, or impeding normal movements

**AR 4119.11(b)**  
**4219.11**  
**4319.11**

**SEXUAL HARASSMENT (continued)**

**Training**

The Superintendent or designee shall ensure that all employees receive training regarding the district's sexual harassment policies when hired and periodically thereafter. The training shall include how to recognize prohibited or harassing conduct, the procedures for reporting and/or filing complaints involving an employee, employees' duty to use the district's complaint procedures, and employee obligations when a sexual harassment report involving a student is made to the employee. The training shall also include information about processes for employees to informally share or obtain information about harassment without filing a complaint.

*(cf. 1312.3 - Uniform Complaint Procedures)*

*(cf. 4030 - Nondiscrimination in Employment)*

*(cf. 5145.7 – Sexual Harassment)*

Every two years, the Superintendent or designee shall ensure that supervisory employees receive at least two hours of classroom or other effective interactive training and education regarding sexual harassment. All such newly hired or promoted employees shall receive training within six months of their assumption of the new position. (Government Code 12950.1)

A supervisory employee is any employee having the authority, in the interest of the district, to hire, transfer, suspend, lay off, promote, discharge, assign, reward, or discipline other employees, or the responsibility to direct them, adjust their grievances, or effectively recommend such action, when the exercise of the authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 12926).

*(cf. 4300 - Administrative and Supervisory Personnel)*

The district's sexual harassment training and education program for supervisory employees shall be aimed at assisting them in preventing and effectively responding to incidents of sexual harassment, as well as implementing mechanisms to promptly address and correct wrongful behavior. The training shall include, but is not limited to, the following: (Government Code 12950.1; 2 CCR ~~11023~~ 11024)

1. Information and practical guidance regarding federal and state laws on the prohibition, prevention, and correction of sexual harassment, the remedies available to sexual harassment victims in civil actions, and potential district and/or individual exposure or liability;
2. The types of conduct that constitute sexual harassment and practical examples which illustrate sexual harassment, discrimination, and retaliation using training modalities such as role plays, case studies, and group discussions, based on factual scenarios taken from case law, news and media accounts, and hypotheticals based on workplace situations and other sources;

**AR 4119.11(c)**  
**4219.11**  
**4319.11**

**SEXUAL HARASSMENT (continued)**

3. A supervisor's obligation to report sexual harassment, discrimination, and retaliation of which he/she becomes aware and what to do if the supervisor himself/herself is personally accused of harassment
4. Strategies for preventing harassment, discrimination, and retaliation and appropriate steps to ensure that remedial measures are taken to correct harassing behavior, including an effective process for investigation of a complaint
5. The essential elements of the district's anti-harassment policy, including the limited confidentiality of the complaint process and resources for victims of unlawful sexual harassment, such as to whom they should report any alleged sexual harassment, and how to use the policy if a harassment complaint is filed
6. A copy of the district's sexual harassment policy and administrative regulation, which each participant shall acknowledge in writing that he/she has received
7. The definition and prevention of abusive conduct that addresses the use of derogatory remarks, insults, or epithets, other verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, and the gratuitous sabotage or undermining of a person's work performance
8. Practical examples of harassment based on gender identity, gender expression, and sexual orientation

The Superintendent or designee shall retain for at least two years the records of any training provided to supervisory employees. Such records shall include the names of trained employees, date of the training, the type of training, and the name of the training provider. (2 CCR 11024)

**Notifications**

A copy of the Board policy and this administrative regulation shall: (Education Code 231.5)

1. Be displayed in a prominent location in the main administrative building, district office, or other area of the school where notices of district rules, regulations, procedures, and standards of conduct are posted
2. Be provided to every district employee at the beginning of the first quarter or semester of the school year or whenever a new employee is hired

(cf. 4112.9/4212.9/4312.9 - *Employee Notifications*)

3. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct

**AR 4119.11(d)**  
**4219.11**  
**4319.11**

**SEXUAL HARASSMENT** (continued)

All employees shall receive ~~either~~ a copy of an information ~~sheet~~sheets prepared by the California Department of Fair Employment and Housing (DFEH) or ~~the~~ a copy of district information sheets that contains~~contain~~, at a minimum, components on: (Government Code 12950)

1. The illegality of sexual harassment
2. The definition of sexual harassment under applicable state and federal law
3. A description of sexual harassment, with examples
4. The district's complaint process available to the employee
5. The legal remedies and complaint process available through DFEH and the Equal Employment Opportunity Commission (EEOC)
6. Directions on how to contact DFEH and the EEOC
7. The protection against retaliation provided by 2 CCR 11021 for opposing harassment prohibited by law or for filing a complaint with, or otherwise participating in an investigation, proceeding or hearing conducted by DFEH and the EEOC.

In addition, the district shall post, in a prominent and accessible location, The DFEH's poster on discrimination in employment and the illegality of sexual harassment and the DFEH poster regarding transgender rights. (Government Code 12950)

Regulation

Approved: May 5, 1993

Revised: November 7, 2001

Revised: February 9, 2005

Revised: December 14, 2005

Revised: April 13, 2016

Revised: October 25, 2017

**HANFORD ELEMENTARY SCHOOL DISTRICT**

Hanford, California

HANFORD ELEMENTARY SCHOOL DISTRICT  
Human Resources Department  
**AGENDA REQUEST FORM**

TO: Joy Gabler

FROM: Jaime Martinez

DATE: October 12, 2018

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

☒ Information  
☐ Action

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **October 24, 2018**

**ITEM:** Receive the following revised Board Policy and Administrative Regulation for information.

**PURPOSE:** The following policy is being updated to add staff training on procedures for responding to an active shooter situation, condense options on pepper spray to recommend that any possession of pepper spray by employees require advance written permission, and reflect renumbering of legal cite pertaining to pepper spray. Regulation is being updated to clarify the reporting of an attack, assault, or threat and to modify section on pepper spray consistent with revisions to the BP.

- BP/AR 4158, 4258, 4358 – Employee Security (revised)

**FISCAL IMPACT:** None.

**RECOMMENDATION:** Consider for adoption at next regular board meeting.

**All Personnel**

BP 4158(a)

4258

**EMPLOYEE SECURITY**

4358

A.——The Governing Board of Trustees desires to provide a safe and orderly work environment for all employees. As part of the district's comprehensive safety plan, the Superintendent or designee shall develop strategies for protecting employees from potentially dangerous persons and situations and for providing ~~them with~~ necessary assistance and support when emergency situations occur.

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3515 - Campus Security)

(cf. 5131.4 - Student Disturbances)

1. Any employee against whom violence or any threat of violence has been directed in the workplace shall notify the Superintendent or designee immediately. As appropriate, the Superintendent or designee shall initiate legal and security measures to protect the employee and others in the workplace. ~~In addition, the Superintendent or designee may initiate legal proceedings against any individual to recover damages for injury caused by the willful misconduct of that individual to the person or property of an employee or another person on district premises.~~

The Superintendent or designee may pursue legal action on behalf of an employee against a student or his/her parent/guardian to recover damages to the employee or his/her property caused by the student's willful misconduct that occurred on district property, at a school or district activity, or in retaliation for lawful acts of the employee in the performance of his/her duties. (Education Code 48904, 48905)

(cf. 3320 – Claims and Actions Against the District)

(cf. 3515.4 – Recovery for Property Loss or Damage)

(cf. 4156.3/4256.3/4356.3 - Employee Property Reimbursement)

(cf. 5125.2 - Withholding Grades, Diploma or Transcripts)

2.——The Superintendent or designee shall ensure that employees receive training ~~are trained~~ in crisis prevention and intervention techniques in order to protect themselves and students. Staff development may include training in classroom management, effective communication techniques, procedures for responding to an active shooter situation, and crisis resolution.

(cf. 4131 – Staff Development)

(cf. 4231 – Staff Development)

(cf. 4331 – Staff Development)

3. The Superintendent or designee also shall inform teachers ~~ensure that employees are informed~~, in accordance with law, of crimes and offenses committed by students who may pose a danger in the classroom. (Education Code 48201, 49079; Welfare and Institutions Code 827)

BP 4158(b)  
4258  
4358

## EMPLOYEE SECURITY (continued)

- 4.—The Superintendent or designee may make available at appropriate locations, including, but not limited to, district and school offices, gyms, and classrooms, communication devices that would enable two-way communication with law enforcement and others when emergencies occur.

*(cf. 5141 - Health Care and Emergencies)*

### Use of Pepper Spray

Employees shall not carry or possess pepper spray on school property or at school activities, except when authorized by the Superintendent or designee for self-defense purposes. When allowed, an employee may only possess pepper spray in accordance with administrative regulations and Penal Code 22810. Any employee who is negligent or careless in the possession or handling of pepper spray shall be subject to appropriate disciplinary measures.

*(cf. 4118 - Dismissal/Suspension/Disciplinary Action)*

*(cf. 4218 - Dismissal/Suspension/Disciplinary Action)*

### ~~B.~~ Reporting of Injurious Objects

The Board ~~requires~~<sup>required</sup> employees to take immediate action upon being made aware that any person is in possession of a weapon or an unauthorized injurious object on school grounds or at a school-related or school-sponsored activity. The employee shall use his/her own judgment as to the potential danger involved and, ~~based upon this analysis,~~ shall do one of the following:

1. Confiscate the object and deliver it to the principal immediately
2. Immediately notify the principal, who shall take appropriate action
3. Immediately call 911 and the principal

*(cf. 3515.7 - Firearms on School Grounds)*

*(cf. 5131.7 – Weapons and Dangerous Instruments)*

*(cf. 5144 – Discipline)*

*(cf. 5144.1 – Suspension and Expulsion/Due Process)*

*(cf. 5144.2 – Suspension and Expulsion/Due Process (Students with Disabilities))*

When informing the principal about the possession or seizure of a weapon or dangerous device, the employee shall report the name(s) of persons involved, witnesses, location and the circumstances of any seizure.

*Legal Reference: (see next page)*



BP 4158(c)  
4258  
4358

## EMPLOYEE SECURITY (continued)

### Legal Reference:

#### EDUCATION CODE

32210-32212 Willful disturbance, public schools or meetings

32225-32226 Communication devices

35208 Liability insurance

35213 Reimbursement for loss, destruction or damage of school property

44014 Report of assault by pupil against school employee

44807 Duty concerning conduct of students

48201 Transfer of student records

48900-48926 Suspension or expulsion

49079 Notification to teacher; student who has engaged in acts constituting grounds for suspension or expulsion

49330-49335 Injurious objects

#### CIVIL CODE

51.7 Freedom from violence or intimidation

#### CODE OF CIVIL PROCEDURE

527.8 Workplace violence safety ~~act~~

#### GOVERNMENT CODE

995-996.4 Defense of public employees

#### PENAL CODE

71 Threatening public officers and employees and school officials

240-246.3 Assault and battery, ~~especially~~ including:

241.3 Assault against school bus drivers

241.6 Assault on school employee ~~including~~ includes board member

243.3 Battery against school bus drivers

243.6 Battery against school employee ~~including~~ includes board member

245.5 Assault with deadly weapon ~~against~~ school employee ~~including~~ includes board member

290 Registration of sex offenders

601 Trespass by person making credible threat

626-626.11 School Crimes

646.9 Stalking

~~22810 Purchase, possession, and use of tear gas~~

~~12403.7 Weapons approved for self defense~~

#### WELFARE AND INSTITUTIONS CODE

827 Juvenile court proceedings; reports; confidentiality

828.1 District police or security department, disclosure of juvenile records

#### COURT DECISIONS

City of San Jose v. William Garbett, (2010) 190 Cal. App. 4<sup>th</sup> 526

### Management Resources:

#### WEB SITES

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

California Department of Education, Safe Schools and Violence Prevention Office:  
<http://www.cde.ca.gov/lss/>

Policy

adopted: November 7, 2001

Revised: November 16, 2011

Revised: \_\_\_\_\_, 2018

**HANFORD ELEMENTARY SCHOOL DISTRICT**

Hanford, California

**All Personnel**

AR 4158(a)

4258

**EMPLOYEE SECURITY**

4358

An employee may use reasonable and necessary force for his/her self-defense or, defense of another person, ~~or protection of property~~; to quell a disturbance threatening physical injury to others or damage to property; or to obtain possession of weapons or other dangerous objects within the control of a student. (Education Code 44807, 49001)

(cf. 5131.7 – Weapons and Dangerous Instruments)

(cf. 5144 – Discipline)

~~An employee~~ Employees shall promptly report to the principal or other immediate supervisor any attack, assault, or physical threat made against him/her ~~them~~ by a student or by any other individual in relation to the employee's performance of his/her duties, and any action the employee took in response. When appropriate, ~~Both~~ the employee and the principal or other immediate supervisor shall promptly report the incident to ~~such instances to the appropriate local law enforcement agency.~~ (Education Code 44014)

~~In addition, employees shall promptly report to the principal or supervisor, and may report to law enforcement, any attack, assault, or threat made against them on school grounds by any other individual.~~

(cf. 3515.2 ~~3512.2~~ – Disruptions)

Reports of attack, assault, or threat shall be forwarded immediately to the Superintendent or designee.

(cf. 3320 – Claims and Actions Against the District)

(cf. 3515.4 – Recovery for Property Loss or Damage)

(cf. 3530 – Risk Management/Insurance)

**Notice Regarding Student Offenses Committed While Under School Jurisdiction**

The Superintendent or designee shall inform the teacher(s) of each student who, during the previous three school years, has engaged in, or is reasonably suspected to have engaged in ~~of~~, any act, except ~~during the previous three school years which could constitute grounds for suspension or expulsion under Education Code 48900, with the exception of the possession or use of tobacco products, that would constitute a ground for suspension or expulsion as specified in AR 5144.1 – Suspension and Expulsion/Due Process.~~ ~~or Education Code 48900.2, 48900.3, 48900.4, or 48900.7.~~ This information shall be based upon district records maintained in the ordinary course of business or records received from a law enforcement agency. (Education Code 49079)

(cf. 5125 – Student Records)

(cf. 5144.1 – Suspension and Expulsion/Due Process)

Upon receiving a transfer student's record regarding acts committed by the student that resulted in his/her suspension or expulsion, the Superintendent or designee shall inform the student's teacher(s) that the student was suspended from school or expelled from his/her former district and of the act that resulted in the suspension or expulsion. (Education Code 48201)

AR 4158(b)  
4258  
4358

## **EMPLOYEE SECURITY (continued)**

Information received by teacher(s) shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher. (Education Code 49079)

### **Notice Regarding Student Offenses Committed While Outside School Jurisdiction**

When a minor student has been found by a court of competent jurisdiction to have illegally used, sold, or possessed a controlled substance or committed specified crimes involving serious acts of violence, the district police or security department may provide written notification to the Superintendent. (Welfare and Institutions Code 828.1)

*(cf. 3515.3 – District Police/Security Department)*

When informed by the court that a minor student has been found by a court to have committed any felony or any misdemeanor involving curfew, gambling, alcohol, drugs, tobacco products, carrying of weapons, a sex offense listed in Penal Code 290, assault or battery, larceny, vandalism, or graffiti, the Superintendent or designee shall so inform the school principal. (Welfare and Institutions Code 827)

The principal shall disseminate this information to any counselor who directly supervises or reports on the student's behavior or progress. The principal shall also ~~may~~ inform any teacher or administrator directly supervising or reporting on the student's behavior or progress whom he/she thinks may need the information so as to work with the student appropriately, avoid being needlessly vulnerable, or protect others from vulnerability. (Welfare and Institutions Code 827)

Any court-initiated information that a teacher, counselor, or administrator receives shall be kept confidential and used only to rehabilitate the student and protect other students and staff. The information shall be further disseminated only when communication with the student, parent/guardian, law enforcement staff, and probation officer is necessary to rehabilitate the student or to protect students and staff. (Welfare and Institutions Code 827)

When a student is removed from school as a result of his/her offense, the Superintendent shall hold the court's information in a separate confidential file until the student is returned to the district. If the student is returned to a different district, the Superintendent shall transmit the information provided by the student's parole or probation officer to the superintendent of the new district of attendance. (Welfare and Institutions Code 827)

Any confidential file of court-initiated information shall be kept until the student becomes 18, graduates from high school, or is released from juvenile court jurisdiction, whichever occurs first, and shall then be destroyed. (Welfare and Institutions Code 827)

### **Procedures to Maintain Confidentiality of Student Offenses**

In order to maintain confidentiality when providing information about student offenses to counselors and teachers of classes/programs to which a student is assigned, the principal or

AR 4158(c)  
4258  
4358

## EMPLOYEE SECURITY (continued)

designee shall ~~send~~~~inform~~ the staff member a written notification that one of his/her students has committed an offense that requires his/her review of a student's file in the school office. This notice shall not name or otherwise identify the student. The staff member shall be asked to initial the notification and return it to the principal or designee. He/she shall also initial the student's file when reviewing it in the school office.

~~The staff member shall also initial the student's file when reviewing it in the school office. Once the district has made a good faith effort to comply with the notification requirement of Education Code 49079 and Welfare and Institutions Code 827, an employee's failure to review the file constitutes district compliance with the requirement to provide notice to the teacher.~~

### Use of Pepper Spray

The Superintendent or designee shall notify employees of the district's policy prohibiting the possession of pepper spray on school property or at school-related activities without prior approval of the Superintendent or designee. Employees wishing to carry pepper spray shall submit to the Superintendent or designee a written request setting forth the need for the pepper spray. The Superintendent or designee shall notify the employee in writing as to whether the request was approved or denied.

When approving an employee's request, the Superintendent or designee shall inform the employee of the following conditions:

1. The pepper spray shall be used only in self-defense.
2. An employee who uses pepper spray other than in self-defense shall be subject to disciplinary action by the district and, in accordance with law, a fine and/or imprisonment.

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

3. The pepper spray must be stored in a secure place and not be accessible to students or other individuals. Negligent storage of the pepper spray may subject the employee to disciplinary action.

Regulation  
approved: July 22, 1997  
revised: November 7, 2001  
revised: November 16, 2011  
revised: \_\_\_\_\_, 2018

**HANFORD ELEMENTARY SCHOOL DISTRICT**  
Hanford, California

## HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Board of Trustees

FROM: Joy C. Gabler

DATE: October 15, 2018

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

FOR: ☒ Information  
☐ Action

Date you wish to have your item considered: October 24, 2018

**ITEM:** Quarterly report (07/01/2018-09/30/2018) regarding Williams Uniform Complaints. The types of complaints covered in the Williams Uniform Complaint Procedures are:

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

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

For the first quarter of 2018-2019 school year there were no Williams Uniform Complaints filed.

**FISCAL IMPACT:** None

**RECOMMENDATIONS:** None

**Valenzuela/CAHSEE Lawsuit Settlement**  
**Quarterly Report on Williams Uniform Complaints**  
 [Education Code § 35186(d)]

District: \_\_\_\_\_

Person completing this form: \_\_\_\_\_ Title: \_\_\_\_\_

Quarterly Report Submission Date: \_\_\_\_\_  
*(check one)*

☐ October      1<sup>st</sup> Quarter  
☐ January      2<sup>nd</sup> Quarter  
☐ April      3<sup>rd</sup> Quarter  
☐ July      4<sup>th</sup> Quarter

Quarterly Report Submission Year: 2018/2019

Date for information to be reported publicly at governing board meeting: \_\_\_\_\_

Please check the box that applies:

- ☒ No complaints were filed with any school in the district during the quarter indicated above.
- ☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials			
Teacher Vacancy or Misassignment			
Facilities Conditions			
CAHSEE Intensive Instruction and Services			
<b>TOTALS</b>			

\_\_\_\_\_  
 Print Name of District Superintendent

\_\_\_\_\_  
 Signature of District Superintendent

\_\_\_\_\_  
 Date

Please submit to: Babs Karras  
 Kings County Office of Education  
 Williams Compliance Technician  
 (559) 589-7022  
[bkarras@kingscoe.org](mailto:bkarras@kingscoe.org)

## HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Joy C. Gabler

FROM: Debra Colvard

DATE: 10/12/18

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

FOR: ☐ Information  
☒ Action

Date you wish to have your item considered: 10/24/2018

**ITEM:** Consider approval from governing board to sponsor HESD Induction Program.

**PURPOSE:** A requirement for accreditation purposes with the state Commission on Teacher Credentialing, the HESD Induction Program must seek out the governing board's approval for sponsorship of the program.

**FISCAL IMPACT:** None**RECOMMENDATIONS:** Approval for sponsorship of HESD Induction Program.

## HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Board of Trustees

FROM: Joy C. Gabler

DATE: 10/11/18

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

FOR: ☐ Information  
☒ Action

Date you wish to have your item considered: 10/24/18

**ITEM:** Consider for approval the revised Board Policy:

- BP 7214 – General Obligation Bonds

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

Policy updated to reflect new law (SB 1029, 2016) which requires the board to adopt a debt management policy prior to issuing any debt, including a general obligation bond, and to certify to the California Debt and Investment Advisory Commission that any proposed issuance of debt is consistent with the district's policy. Policy also reflects new law (AB 2116, 2016) which requires the board to obtain reasonable and informed projections of assessed valuations that take into consideration projections of assessed property valuations made by the county assessor, and new law (AB 2738, 2016) which prohibits districts from withdrawing proceeds from bond sales at any time for the purpose of making investments outside the county treasury.

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



# Hanford ESD

## Board Policy

### General Obligation Bonds

BP 7214

#### Facilities

The Board of Trustees recognizes that school facilities are an essential component of the educational program and that the Board has a responsibility to ensure that the district's facilities needs are met in the most cost-effective manner possible. When the Board determines that it is in the best interest of district students, it may order an election on the question of whether bonds shall be issued to pay for school facilities.

(cf. 1160 - Political Processes)

(cf. 7110 - Facilities Master Plan)

(cf. 7210 - Facilities Financing)

The Board's decision to order a bond election, as well as its determinations regarding~~Board shall determine~~ the appropriate amount, timing, and structure of the bond issuance, shall be consistent~~bonds in accordance~~ with law and the district's debt management policy.

(cf. 3470 - Debt Issuance and Management)

Before ordering a bond election, the Board shall obtain reasonable and informed projections of assessed valuations that take into consideration projections of assessed property valuations made by the county assessor. (Education Code 15100)

When any project to be funded by bonds will require state matching funds for any phase of the project, the ballot for the bond measure shall include a statement as specified in Education Code 15122.5, advising voters that, because the project is subject to approval of state matching funds, passage of the bond measure is not a guarantee that the project will be completed. (Education Code 15122.5)

#### Bonds Requiring 55 Percent Approval by Local Voters

The Board may decide to pursue the authorization and issuance of bonds by approval of 55 percent majority of the voters pursuant to Article 13A, Section 1(b)(3) and Article 16, Section 18(b) of the California Constitution. If two-thirds of the Board agrees to such an election, the Board shall vote to adopt a resolution to incur bonded indebtedness if approved by a 55 percent majority of the voters. (Education Code 15266)

(cf. 9323.2 - Actions by the Board)

The bond election may only be ordered at a primary or general election, a statewide special

election, or a regularly scheduled local election at which all of the electors of the ~~school~~-district are entitled to vote. (Education Code 15266)

Bonded indebtedness incurred by the district shall be used only for the following purposes: (California Constitution Article 13A, Section 1(b)(3) and 1(b)(3)(A))

1. The construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities
2. The acquisition or lease of real property for school facilities

3. The refunding of any outstanding debt issuance used for the purposes specified in items #1-2 above

The proposition approved by the voters shall include the following accountability requirements: (California Constitution Article 13A, Section 1(b)(3))

1. Certification~~A requirement~~ that proceeds from the sale of the bonds will be used only for the purposes specified in items #1-2 above, and not for any other purposes including teacher and administrative salaries and other school operating expenses
2. A list of specific school ~~facilities~~facility projects to be funded and certification that the Board has evaluated safety, class size reduction, and information technology needs in developing that list

(cf. 0440 - District Technology Plan)  
(cf. 0450 - Comprehensive Safety Plan)  
(cf. 6151 - Class Size)

3. A requirement that the Board conduct an annual, independent performance audit to ensure that the funds have been expended only on the specific projects listed
4. A requirement that the Board conduct an annual, independent financial audit of the proceeds from the sale of the bonds until all of those proceeds have been expended for the school facilities projects

If a district general obligation bond requiring a 55 percent majority is approved by the voters, the Board shall appoint an independent citizens' oversight committee to inform the public concerning the expenditure of bond revenues as specified in Education Code 15278 and the accompanying administrative regulation.~~advisory oversight committee.~~ This committee shall be appointed within 60 days of the date that the Board enters the election results in its minutes pursuant to Education Code 15274. (Education Code 15278)

(cf. 1220 - Citizen Advisory Committees)  
(cf. 9324 - Minutes and Recordings)

The Superintendent or designee shall ensure that the annual, independent performance and financial audits ~~required~~~~conducted~~ pursuant to items #3 ~~and~~ #4 above are issued in accordance with the U.S. Comptroller General's Government Auditing Standards and submitted. ~~He/she shall submit the audits to the citizens' oversight committee at the same time they are submitted to him/her and no later than~~by March 31 of each year. (Education Code 15286)

The Board shall provide the citizens' oversight committee with responses to all findings, recommendations, and concerns addressed in the performance and financial audits within three months of receiving the audits. (Education Code 15280)

The Board may disband the citizens' oversight committee when the committee has completed its review of the final performance and financial audits.

#### Bonds Requiring 66.67 Percent Approval by Local Voters

The Board may decide to pursue the authorization and issuance of bonds by approval of 66.67 percent majority of the voters pursuant to Education Code 15100 and Article 13A, Section 1(b)(2) of the California Constitution. If a majority of the Board agrees to such an election, or upon a petition of the majority of the qualified electors residing in the district, the Board shall adopt a resolution ordering an election on the question of whether to incur bonded indebtedness if approved by a 66.67 percent majority of the voters. (Education Code 15100)

The bond election may be ordered to occur on any Tuesday, except a Tuesday that is a state holiday or the day before or after a state holiday, is within 45 days before or after a statewide election unless conducted at the same time as the statewide election, or is an established election date pursuant to Elections Code 1000 or 1500. (Education Code 15101)

Subject to limits specified in Article 13A, Section 1 of the California Constitution, bonds~~Bonds~~ shall be sold to raise money for any of the following purposes: (Education Code 15100)

1. Purchasing school lots
2. Building or purchasing school buildings
3. Making alterations or additions to school building(s) other than as may be necessary for current maintenance, operation, or repairs
4. Repairing, restoring, or rebuilding any school building damaged, injured, or destroyed by fire or other public calamity
5. Supplying school buildings and grounds with furniture, equipment, or necessary apparatus of a permanent nature
6. Permanently improving school grounds
7. Refunding any outstanding valid indebtedness of the district, evidenced by bonds or state

school building aid loans

8. Carrying out sewer or drain projects or purposes authorized in Education Code 17577
9. Purchasing school buses with a useful life of at least 20 years
10. Demolishing or razing any school building with the intent to replace it with another school building, whether in the same location or in any other location

Except for refunding any outstanding indebtedness, any of the purposes listed above may be united and voted upon as a single proposition by an order of the Board ~~and~~ entered into the minutes. (Education Code 15100)

A general obligation bond approved by 66.67 percent majority are not required by law to appoint a citizens' oversight committee. However, at the discretion of the district, the Board may appoint a citizens' oversight committee to review and report to the Board and the public as to whether the expenditure of bond revenues complies with the intended purposes of the bond.

#### Certificate of Results

If the certificate of election results received by the Board shows that the appropriate majority of the voters is in favor of issuing the bonds, the Board shall record that fact in its minutes.

~~(Education Code 15100).~~

The Board shall then certify to the County Board of Supervisors all proceedings it had in connection with the election results. (Education Code 15124, 15274)

#### Resolutions Regarding Sale of Bonds

Following passage of the bond measure by the appropriate majority of voters, the Board shall pass a resolution directing the issuance and sale of bonds. In accordance with law, the~~The~~ resolution shall prescribe the total amount of bonds to be sold and may also prescribe the maximum acceptable interest rate, not to exceed eight percent, and the time(s) when the whole or any part of the principal of the bonds shall be payable. (Education Code 15140; Government Code 53508.6, which shall not be more than 25 years from the date of the bonds. However, if the Board elects to issue the bonds pursuant to Government Code 53508, the maximum acceptable interest rate shall not exceed 12 percent and the time(s) when the whole or any part of the principal shall be payable shall not be more than 40 years. (Education Code 15140; Government Code 53508)

In passing the resolution, the Board shall consider each available funding instrument, including, but not limited to, the costs associated with each and their relative suitability for the project to be financed.

Prior to the sale of bonds, the Board shall ~~placedispose, as~~ an agenda item at a public meeting and adopt as part of, either in the bond issuance resolution, or in a separate resolution,

disclosures of the available funding instruments, the costs and sustainability of each, and all of the following information: –(Education Code 15146; Government Code 53508.9)

1. Express approval of the method of sale (i.e., competitive, negotiated, or hybrid)
2. Statement of the reasons for the method of sale selected
3. Disclosure of the identity of the bond counsel, and the identities of the bond underwriter and the financial adviser if either or both are utilized for the sale, unless these individuals have not been selected at the time the resolution is adopted, in which case the Board shall disclose their identities at the public meeting occurring after they have been selected
4. Estimates of the costs associated with the bond issuance, including, but not limited to, bond counsel and financial advisor fees, printing costs, rating agency fees, underwriting fees, and other miscellaneous costs and expenses of issuing the bonds

When the sale involves bonds that allow for the compounding of interest, such as a capital appreciation bond (CAB), the resolution to be adopted by the Board shall include items #1-4 above as well as the financing term and time of maturity, repayment ratio, and the estimated change in the assessed value of taxable property within the district over the term of the bonds. The resolution shall be publicly noticed on at least two consecutive meeting agendas, first as an information item and second as an action item. The agendas shall identify that bonds that allow for the compounding of interest are proposed. (Education Code 15146)

Prior to adopting a resolution for the sale of bonds that allow for the compounding of interest, the Board shall be presented with the following: (Education Code 15146)

1. An analysis containing the total overall cost of the bonds that allow for the compounding of interest
2. A comparison to the overall cost of current interest bonds
3. The reason bonds that allow for the compounding of interest are being recommended
4. A copy of the disclosure made by the underwriter in compliance with Rule G-17 adopted by the federal Municipal Securities Rulemaking Board

At least 30 days prior to the sale of any debt issue, the Superintendent or designee shall submit a report of the proposed issuance to the California Debt and Investment Advisory Commission (CDIAC). (Government Code 8855)

~~—After the sale, the Board shall be presented with the actual issuance cost information and shall disclose that information at the Board's next scheduled meeting. –The Board shall ensure that an itemized summary of the costs of the bond sale and all necessary information and reports regarding the sale are submitted to the CDAIC. California Debt and Investment Advisory Commission.~~ (Education Code 15146; Government Code 53509.5)

## Bond Anticipation Notes

Whenever the Board determines that it is in the best interest of the district, it may, by resolution, issue a bond anticipation note, on a negotiated or competitive-bid basis, to raise funds that shall be used only for a purpose authorized by a bond that has been approved by the voters of the district in accordance with law. (Education Code 15150)

Payment of principal and interest on any bond anticipation note shall be made at note maturity, not to exceed five years, from the proceeds derived from the sale of the bond in anticipation of which that note was originally issued or from any other source lawfully available for that purpose, including state grants. ~~Interest payments may also be made from such sources.~~ However, interest payments may be made periodically and prior to note maturity from an increased property tax if the following conditions are met: (Education Code 15150)

1. A resolution of the Board authorizes the property tax for that purpose.
2. The principal amount of the bond anticipation note does not exceed the remaining principal amount of the authorized but unissued bonds.

A bond anticipation note ~~—The notes~~ may be issued only if the tax rate levied to pay interest on the ~~notes periodically~~ would not cause the district to exceed the tax rate ~~limitation~~ limitations set forth in Education Code 15268 or 15270, as applicable.

### Deposit of Bond Proceeds

With regard to general obligation bonds, the district shall invest new money bond proceeds in the county treasury pool as required by law. (Education Code 15146)

### Legal Reference:

#### EDUCATION CODE

7054 Use of district property, campaign purposes

15100-15254 Bonds for school districts and community college districts

15264-15288 Strict Accountability in Local School Construction Bonds Act of 2000

17577 Sewers and drains

47614 Charter school facilities

#### ELECTIONS CODE

324 General election

328 Local election

341 Primary election

348 Regular election

356 Special election

357 Statewide election

1302 ~~Local School district~~ election

15372 Elections official certificate

#### GOVERNMENT CODE

1090-1099 Prohibitions applicable to specified officers  
 1125-1129 Incompatible activities  
 8855 California Debt and Investment Advisory Commission  
 53506-53509.5 General obligation bonds  
 53580-53595.5 Bonds  
 54952 Definition of legislative body, Brown Act

## CALIFORNIA CONSTITUTION

Article 13A, Section 1 Tax limitation

Article 16, Section 18 Debt limit

## CODE OF FEDERAL REGULATIONS, TITLE 17

240.10b-5 Prohibition against fraud or deceit

240.15c2-12 Municipal securities disclosure

## COURT DECISIONS

San Lorenzo Valley Community Advocates for Responsible Education v. San Lorenzo Valley Unified School District (2006) 139 Cal.App.4th 1356

## ATTORNEY GENERAL OPINIONS

99 Ops.Cal.Atty.Gen. 18 (2016)

88 Ops.Cal.Atty.Gen. 46 (2005)

87 Ops.Cal.Atty.Gen. 157 (2004)

## Management Resources:

### CSBA PUBLICATIONS

California's Challenge: Adequately Funding Education in the 21st Century, December 2015

Bond Sales - Questions and Considerations for Districts, Governance Brief, December 2012

Legal Guidelines: Use of Public Resources for Ballot Measures and Candidates, Fact Sheet, February 2011

### GOVERNMENT FINANCE OFFICERS ASSOCIATION PUBLICATIONS

An Elected Official's Guide to Debt Issuance, 2nd Ed., 2016

Understanding Your Continuing Disclosure Responsibilities, Best Practice, September 2015

Investment of Bond Proceeds, Best Practice, September 2014

Selecting and Managing Municipal Advisors, Best Practice, February 2014

Debt Management Policy, Best Practice, October 2012

Analyzing and Issuing Refunding Bonds, Best Practice, February 2011

### WEB SITES

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

California Debt and Investment Advisory Commission: <http://www.treasurer.ca.gov/cdiac>

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

California Office of Public School Construction: <http://www.opsc.dgs.ca.gov>

Government Finance Officers Association: <http://www.gfoa.org>

Municipal Security Rulemaking Board, Electronic Municipal Market Access (EMMA): <http://www.emma.msrb.org>

Policy HANFORD ELEMENTARY SCHOOL DISTRICT

adopted: December 11, 2013 Hanford, California

Revised:

## HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Board of Trustees

FROM: Joy C. Gabler

DATE: 10/11/18

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

FOR: ☐ Information  
☒ Action

Date you wish to have your item considered: 10/24/18

**ITEM:** Consider for approval the **NEW** Board Bylaw:

- BB 9012 – Board Member Electronic Communication

**PURPOSE:** The following **new** Board Bylaw aligns with current practices and procedures as well as recommendations by CSBA due to State and Federal law mandates and Education Code changes.

This Board Bylaw also reflects a new court decision (City of San Jose v. Superior Court) which held that using a personal account or device to send or receive communications regarding public business does not categorically exclude those records from disclosure in response to a request under the California Public Records Act and that public agencies are obliged to disclose applicable records that they can locate with reasonable effort.

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



# Hanford ESD

# NEW

## Board Bylaw

### Board Member Electronic Communications

BB 9012

#### Board Bylaws

The Governing Board recognizes that electronic communication is an efficient and convenient way for Board members to communicate and expedite the exchange of information within the district and with members of the public. Board members shall exercise caution so as to ensure that electronic communications are not used as a means for the Board to deliberate outside of an agendaized Board meeting nor to circumvent the public's right to access records regarding district business.

(cf. 1100 - Communication with the Public)

(cf. 9000 - Role of the Board)

(cf. 9322 - Agenda/Meeting Materials)

A majority of the Board shall not, outside of an authorized meeting, use a series of electronic communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the Board. (Government Code 54952.2)

(cf. 9320 - Meetings and Notices)

Examples of permissible electronic communications concerning district business include, but are not limited to, dissemination of Board meeting agendas and agenda packets, reports of activities from the Superintendent, and reminders regarding meeting times, dates, and places.

In addition, Board members may use electronic communications to discuss matters that do not pertain to district business, regardless of the number of Board members participating in the discussion.

Board members shall make every effort to ensure that their electronic communications conform to the same standards and protocols established for other forms of communication. A Board member may respond, as appropriate, to an electronic communication received from a member of the community and should make clear that his/her response does not necessarily reflect the views of the Board as a whole. Any complaint or request for information should be forwarded to the Superintendent in accordance with Board bylaws and protocols so that the issue may receive proper consideration and be handled through the appropriate district process. As appropriate, communication received from the media shall be forwarded to the designated district spokesperson.

(cf. 1112 - Media Relations)  
 (cf. 1312.1 - Complaints Concerning District Employees)  
 (cf. 1312.2 - Complaints Concerning Instructional Materials)  
 (cf. 1312.3 - Uniform Complaint Procedures)  
 (cf. 1312.4 - Williams Uniform Complaint Procedures)  
 (cf. 3320 - Claims and Actions Against the District)  
 (cf. 9005 - Governance Standards)  
 (cf. 9121 - President)  
 (cf. 9200 - Limits of Board Member Authority)

To the extent possible, electronic communications regarding any district-related business shall be transmitted through a district-provided device or account. When any such communication is transmitted through a Board member's personal device or account, he/she shall copy the communication to a district electronic storage device for easy retrieval.

(cf. 1340 - Access to District Records)  
 (cf. 3580 - District Records)

#### Legal Reference:

##### EDUCATION CODE

35140 Time and place of meetings  
 35145 Public meetings  
 35145.5 Agenda; public participation; regulations  
 35147 Open meeting law exceptions and applications

##### GOVERNMENT CODE

6250-6270 California Public Records Act  
 11135 State programs and activities, discrimination  
 54950-54963 The Ralph M. Brown Act, especially:  
 54952.2 Meeting, defined  
 54953 Meetings to be open and public; attendance  
 54954.2 Agenda posting requirements, board actions

##### COURT DECISIONS

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

#### Management Resources:

##### CSBA PUBLICATIONS

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

The Brown Act: School Boards and Open Meeting Laws, rev. 2014

##### ATTORNEY GENERAL PUBLICATIONS

The Brown Act: Open Meetings for Legislative Bodies, 2003

##### WEB SITES

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

CSBA, Agenda Online:

<http://www.csba.org/ProductsAndServices/AllServices/AgendaOnline.aspx>

California Attorney General's Office: <http://oag.ca.gov>

Policy HANFORD ELEMENTARY SCHOOL DISTRICT

adopted: Hanford, California

**HANFORD ELEMENTARY SCHOOL DISTRICT**  
**AGENDA REQUEST FORM**

TO: Joy Gabler

FROM: Doug Carlton

DATE: October 4, 2018

For: ☒ Board Meeting  
☐ Superintendent's Cabinet

For: ☐ Information  
☒ Action

Date you wish to have your item considered: October 24, 2018

**ITEM:** Revisions to BP 0410 Nondiscrimination in District Programs and Activities

**PURPOSE:** Policy updated to reflect **NEW LAW (AB 699)** which (1) adds immigration status to the categories of characteristics that are protected against discrimination, (2) requires parent/guardian notification of their child's right to a free public education regardless of immigration status or religious beliefs, and (3) mandates that districts adopt policy consistent with a model policy developed by the California Attorney General, which includes a statement regarding equitable services. Policy also reflects provisions of the Attorney General's model policy and **NEW LAW (SB 31)** which prohibit districts from compiling or assisting in the compilation of a registry based on immigration status, religion, or other specified characteristics.

**Fiscal Impact:**  
None

**RECOMMENDATION:** Approve BP 0410

# Hanford ESD

## Board Policy

### Nondiscrimination In District Programs And Activities

BP 0410

#### Philosophy, Goals, Objectives and Comprehensive Plans

The Governing Board is committed to providing equal opportunity for all individuals in district programs and activities~~education~~. District programs, activities, and practices shall be free from unlawful discrimination, including discrimination against an individual or group based on race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, ~~or~~ parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender~~or~~ expression, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

(cf. 1240 - Volunteer Assistance)  
 (cf. 4030 - Nondiscrimination in Employment)  
 (cf. 4032 - Reasonable Accommodation)  
 (cf. 4033 - Lactation Accommodation)  
 (cf. 4119.11/4219.11/4319.11 - Sexual Harassment)  
 (cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)  
 (cf. 5131.2 - Bullying)  
 (cf. 5145.3 - Nondiscrimination/Harassment)  
 (cf. 5145.7 - Sexual Harassment)  
 (cf. 5145.9 - Hate-Motivated Behavior)  
 (cf. 5146 - Married/Pregnant/Parenting Students)  
 (cf. 6145 - Extracurricular and Cocurricular Activities)  
 (cf. 6145.2 - Athletic Competition)  
 (cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)  
 (cf. 6164.6 - Identification and Education Under Section 504)  
 (cf. 6178 - Career Technical Education)  
 (cf. 6200 - Adult Education)

All individuals shall be treated equitably in the receipt of district and school services. Personally identifiable information collected in the implementation of any district program, including, but not limited to, student and family information for the free and reduced-price lunch program, transportation, or any other educational program, shall be used only for the purposes of the program, except when the Superintendent or designee authorizes its use for another purpose in accordance with law. Resources and data collected by the district shall not be used, directly or by others, to compile a list, registry, or database of individuals based on race, gender, sexual orientation, religion, ethnicity, national origin, or immigration status or any other category identified above.

(cf. 3540 - Transportation)

(cf. 3553 - Free and Reduced Price Meals)  
(cf. 5145.13 - Response to Immigration Enforcement)

District programs and activities shall ~~also~~ be free of any racially derogatory or discriminatory school or athletic team names, mascots, or nicknames.

~~The~~Annually, ~~the~~ Superintendent or designee shall annually review district programs and activities to ensure the removal of any derogatory or discriminatory name, image, practice, or other barrier that may unlawfully prevent an individual or group in any of the protected categories stated above from accessing district programs and activities. He/she shall take prompt, reasonable actions to remove any identified barrier. The Superintendent or designee shall report his/her findings and recommendations to the Board after each review.

(cf. 1330 - Use of Facilities)

All allegations of unlawful discrimination in district programs and activities shall be investigated and resolved in accordance with the procedures specified in AR 1312.3 - Uniform Complaint Procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

Pursuant to 34 CFR 104.8 and 34 CFR 106.9, the Superintendent or designee shall notify students, parents/guardians, employees, employee organizations, applicants for admission and employment, and sources of referral for applicants about the district's policy on nondiscrimination and related complaint procedures. Such notification shall be included in the annual parental notification distributed pursuant to Education Code 48980 and, as applicable, in announcements, bulletins, catalogs, handbook~~each announcement, bulletin, catalog, handbook,~~ application ~~forms~~form, or other materials distributed by the district. The~~to these groups and, as applicable, to the public. As appropriate, such~~ notification shall also be posted on the district's web site and social media and in district schools and offices, including staff lounges, student government meeting rooms, and other prominent locations as appropriate~~and shall be posted on the district's web site and, when available, district-supported social media.~~

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District-Sponsored Social Media)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

(cf. 5145.6 - Parental Notifications)

In addition, the annual parental notification shall inform parents/guardians of their children's right to a free public education regardless of immigration status or religious beliefs, including information on educational rights issued by the California Attorney General. Alternatively, such information may be provided through any other cost-effective means determined by the Superintendent or designee. (Education Code 234.7)

The district's nondiscrimination policy and related informational materials shall be published in a format that parents/guardians can understand. In addition, when 15 percent or more of a school's

students speak a single primary language other than English, those materials shall be translated into that other language.

#### Access for Individuals with Disabilities

District programs and facilities, viewed in their entirety, shall be in compliance with the Americans with Disabilities Act (ADA) and any implementing standards and/or regulations. When structural changes to existing district facilities are needed to provide individuals with disabilities access to programs, services, activities, or facilities, the Superintendent or designee shall develop a transition plan that sets forth the steps for completing the changes.

(cf. 6163.2 - Animals at School)

(cf. 7110 - Facilities Master Plan)

(cf. 7111 - Evaluating Existing Buildings)

The Superintendent or designee shall ensure that the district provides appropriate auxiliary aids and services when necessary to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of a service, program, or activity. These aids and services may include, but are not limited to, qualified interpreters or readers, assistive listening devices, assistive technologies or other modifications to increase accessibility to district and school web sites, ~~notetakers~~~~note-takers~~, written materials, taped text, and Braille or large--print materials. Individuals with disabilities shall notify the Superintendent or principal if they have a disability that requires special assistance or services. Reasonable notification should be given prior to a school-sponsored function, program, or meeting.

(cf. 6020 - Parent Involvement)

(cf. 9320 - Meetings and Notices)

(cf. 9322 - Agenda/Meeting Materials)

The individual identified in AR 1312.3 - Uniform Complaint Procedures as the employee responsible for coordinating the district's response to complaints and for complying with state ~~and~~ federal civil rights laws is hereby designated as the district's ADA coordinator. He/she shall receive and address requests for accommodation submitted by individuals with disabilities, and shall investigate and resolve complaints regarding their access to district programs, services, activities, or facilities.

Assistant Superintendent of Special Services

714 North White Street

559-585-3600

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

48980 Parental notifications

48985 Notices to parents in language other than English

51007 Legislative intent: state policy

## GOVERNMENT CODE

### 8310.3 California Religious Freedom Act

11000 Definitions

11135 Nondiscrimination in programs or activities funded by state

### ~~11138 Rules and regulations~~

12900-12996 Fair Employment and Housing Act

54953.2 Brown Act compliance with Americans with Disabilities Act

## PENAL CODE

422.55 Definition of hate crime

422.6 Interference with constitutional right or privilege

## CODE OF REGULATIONS, TITLE 5

4600-~~4670~~4687 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

## UNITED STATES CODE, TITLE 20

1400-1482 Individuals with Disabilities in Education Act

1681-1688 Discrimination based on sex or blindness, Title IX

2301-~~2414~~2415 Carl D. Perkins ~~Career-Vocational~~ and ~~Technical Education Applied-Technology~~ Act

6311 State plans

6312 Local education agency plans

## UNITED STATES CODE, TITLE 29

794 Section 504 of the Rehabilitation Act of 1973

## UNITED STATES CODE, TITLE 42

2000d-2000d-7 Title VI, Civil Rights Act of 1964

2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended

2000h-2000h-6 Title IX

12101-12213 Americans with Disabilities Act

## CODE OF FEDERAL REGULATIONS, TITLE 28

35.101-35.190 Americans with Disabilities Act

36.303 Auxiliary aids and services

## CODE OF FEDERAL REGULATIONS, TITLE 34

100.1-100.13 Nondiscrimination in federal programs, effectuating Title VI

104.1-104.39 Section 504 of the Rehabilitation Act of 1973

106.1-106.61 Discrimination on the basis of sex, effectuating Title IX, especially:

106.9 Dissemination of policy

## Management Resources:

### CSBA PUBLICATIONS

Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Sex Discrimination, July 2016

### CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS

~~Promoting~~Providing a Safe and Secure Learning, ~~Nondiscriminatory School~~ Environment for All: Guidance and Model Policies to Assist California's K-12~~Transgender and Gender-Nonconforming Students, Policy Brief, February 2014~~



~~Safe Schools in Responding to Immigration Issues, April 2018:—Strategies for Governing Boards to Ensure Student Success, 2011~~

CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING PUBLICATIONS

California Law Prohibits Workplace Discrimination and Harassment

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016

Dear Colleague Letter: Title IX Coordinators, April 2015

Dear Colleague Letter, May 26, 2011

Dear Colleague Letter: Harassment and Bullying, October 2010

Notice of Non-Discrimination, Fact Sheet, August 2010

Dear Colleague Letter: Electronic Book Readers, June 29, 2010

~~Notice of Non-Discrimination, January 1999~~

~~Protecting Students from Harassment and Hate Crime, January 1999~~

Nondiscrimination in Employment Practices in Education, August 1991

U.S. DEPARTMENT OF JUSTICE PUBLICATIONS

2010 ADA Standards for Accessible Design, September 2010

Accessibility of State and Local Government Websites to People with Disabilities, June 2003

WORLD WIDE WEB CONSORTIUM PUBLICATIONS

Web Content Accessibility Guidelines, December 2008

WEB SITES

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

California Office of the Attorney General: <http://oag.ca.gov>

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

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

Safe Schools Coalition: <http://www.casafeschools.org>

Pacific ADA Center: <http://www.adapacific.org>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

U.S. Department of Justice, Civil Rights Division, Americans with Disabilities Act:

<http://www.ada.gov>

U.S. Equal Employment Opportunity Commission: <http://www.eeoc.gov>

World Wide Web Consortium, Web Accessibility Initiative: <http://www.w3.org/wai>

Policy HANFORD ELEMENTARY SCHOOL DISTRICT

adopted: July 29, 1994 Hanford, California

revised: September 19, 2001

revised: June 15, 2006

revised: September 10, 2014

revised: December 12, 2017

revised: September 12, 2018

## HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Joy C. Gabler

FROM: Karen McConnell

DATE: October 11, 2018

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

FOR: ☐ Information  
☒ Action

Date you wish to have your item considered: October 24, 2018

**ITEM:** Receive the following revised Board Policy & Administrative Regulation 5148.2 – Before/After School Programs

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

Policy and regulation updated to reflect new law (AB 2615, 2016) which permits districts to charge a family fee for participation in an ASES, 21st CCLC, or ASSETs program, as long as the fee is waived or reduced for low-income families and, effective July 1, 2017, the fee is not charged for a homeless or foster youth. Policy also links program content with goals in the district's LCAP, and includes material formerly in AR related to priorities for establishing district programs consistent with state and federal priorities for funding programs. Regulation also reflects provisions of AB 2615 which require first priority for enrollment, beginning July 1, 2017, to be given to students identified as homeless or foster youth and require ASSETs programs to provide for access to computers and technology.

**FISCAL IMPACT:** None

**RECOMMENDATIONS:** Approve

# Hanford ESD

## Board Policy

### Before/After School Programs

BP 5148.2

#### Students

The Governing Board desires to provide before-school and/or after-school enrichment programs that support the regular education program in a supervised environment. In order to increase academic achievement of participating students, the content of such programs shall be coordinated with the district's vision and goals for student learning, local control and accountability plan, curriculum, and academic standards.

(cf. 0000 - Vision)  
 (cf. 0200 - Goals for the School District)  
 (cf. 0460 - Local Control and Accountability Plan)  
 (cf. 5147 - Dropout Prevention)  
 (cf. 5148 - Child Care and Development)  
 (cf. 6011 - Academic Standards)  
 (cf. 6176 - Weekend/Saturday Classes)  
 (cf. 6177 - Summer Learning Programs)  
 (cf. 6179 - Supplemental Instruction)

The district's program shall be planned through a collaborative process that includes parents/guardians, students, and representatives of participating schools, governmental agencies including city and county parks and recreation departments, local law enforcement, community organizations, and, if appropriate, the private sector. -(Education Code 8422, 8482.5)

To the extent feasible, the district shall give priority to establishing before-school and/or after-school programs in low-performing schools and/or programs that serve low-income and other at-risk students.

(cf. 1020 - Youth Services)  
 (cf. 1400 - Relations Between Other Governmental Agencies and the Schools)  
 (cf. 1700 - Relations Between Private Industry and the Schools)  
 (cf. 6020 - Parent Involvement)

Any program to be established shall be approved by the Board and the principal of each participating school. (Education Code 8421, 8482.3)

The Superintendent or designee shall ensure that all staff who directly supervise students in the district's before-school and/or after-school program possess appropriate knowledge and experience. As needed, staff and volunteers shall receive ongoing training related to their job responsibilities.

(cf. 1240 - Volunteer Assistance)  
 (cf. 4131 - Staff Development)  
 (cf. 4222 - Teacher Aides/Paraprofessionals)  
 (cf. 4231 - Staff Development)  
 (cf. 4331 - Staff Development)

Each program shall include academic and enrichment elements in accordance with law and administrative regulation. In addition, each program may include support services that reinforce the educational component and promote student health and well-being.

(cf. 0450 - Comprehensive Safety Plan)  
 (cf. 3550 - Food Service/Child Nutrition Program)  
 (cf. 5030 - Student Wellness)  
 (cf. 5131.6 - Alcohol and Other Drugs)  
 (cf. 6142.7 - Physical Education and Activity)

OPTION 1: No fee shall be charged for participation in the program.

OPTION 2: A family fee may be charged to participating families based on the actual cost of services, as long as the fee is waived or reduced for families with students who are eligible for free or reduced-price meals. (Education Code 8422, 8482.6)

In regard to the After School Education and Safety program and/or 21st Century Community Learning Center program, no fee shall be charged for a student identified as a homeless or foster youth. (Education Code 8482.6)

(cf. 3260 - Fees and Charges)  
 (cf. 3553 - Free and Reduced Price Meals)  
 (cf. 6173 - Education for Homeless Children)  
 (cf. 6173.1 - Education for Foster Youth)

Eligible students ages 11-12 years shall be placed in a before-school or after-school program, if and when available, rather than subsidized child care and development services. During the time that the before-school or after-school program does not operate, such students may be provided the option of enrolling in child care and development services in accordance with the priorities established in AR 5148 - Child Care and Development. (Education Code 8263.4)

The Board and the Superintendent or designee shall monitor student participation rates and shall identify multiple measures that shall be used to evaluate program effectiveness. Such measures may include, but are not limited to, student outcome data; program self-assessments; feedback from staff, participating students, and parents/guardians; and observations of program activities.

(cf. 0500 - Accountability)

Every three years, the Superintendent or designee shall review the after-school program plan, including, but not limited to, program goals, program content, and outcome measures. Documentation of the program plan shall be maintained for a minimum of five years.

(cf. 3580 - District Records)

#### Legal Reference:

##### EDUCATION CODE

8263\_ Eligibility and priorities for subsidized child development services  
 8263.4 \_Enrollment of students ages 11-12 years  
 8273.1 \_Family fees, exemptions  
 8350-8359.1 \_Programs for CalWORKS recipients  
 8360-8370 \_Personnel qualifications  
 8420-8428 \_21st Century After-School Program for Teens  
 8482-8484.65 \_After School Education and Safety Program  
 8484.7-8484.9 \_21st Century Community Learning Centers  
 8490-8490.7 \_Distinguished After School Health Recognition Program  
 17264\_ New construction; accommodation of before- and after-school programs  
 35021.3 \_After-school physical recreation instructors  
 45125 \_Criminal record check  
 45330 \_Paraprofessionals; instructional aides  
 45340-45349 \_Paraprofessionals; instructional aides  
 49024\_ Criminal background check; Activity Supervisor Clearance Certificate  
 49430-49434 \_Nutrition standards  
 49540-49546 Child Care Food Program  
 49553 \_Free or reduced-price meals  
~~60851.1 Suspension of high school exit examination~~  
 69430-69460 \_Cal Grant program  
 UNITED STATES CODE, TITLE 20  
 6311 State plans  
 6314 \_Title I schoolwide programs  
 7171-7176 \_21st Century Community Learning Centers  
 UNITED STATES CODE, TITLE 42  
 1766-~~1766a~~ ~~1766~~ Child and Adult Care Food Program  
 11434a Education for homeless children and youths  
 CODE OF FEDERAL REGULATIONS, TITLE 7  
 226.17\_ Child care center nutrition standards

#### Management Resources:

##### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Quality Program Improvement Plan for Expanded Learning Programs in California 2016-17, November 2016

Request for Application for Programs Proposing to Serve High School Students, September 2016  
 21st Century Community Learning Centers (21st CCLC) FAQs Elementary/Middle School

Programs, September 2016

A Crosswalk Between the Quality Standards for Expanded Learning and Program Quality Assessment Tools, 2014

Quality Standards for Expanded Learning in California: - Creating and Implementing a Shared Vision of Quality, 2014

21st Century High School After School Safety and Enrichment for Teens Program Frequently Asked Questions, March 2012

California After School Physical Activity Guidelines, 2009

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

21st Century Community Learning Centers, Nonregulatory Guidance, February 2003

#### WEB SITES

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

California Department of Education, Before and After School: -<http://www.cde.ca.gov/ls/ba>

California Healthy Kids Survey: -<https://chks.wested.org>

California School-Age Consortium: -<http://calsac.org>

Commission on Teacher Credentialing: -<http://www.ctc.ca.gov>

Partnership for Children and Youth: -<http://partnerforchildren.org>

U.S. Department of Agriculture: -<http://www.fns.usda.gov/cnd/care/afterschool.htm>

U.S. Department of Education: -<http://www.ed.gov>

Policy	HANFORD ELEMENTARY SCHOOL DISTRICT	
adopted:	January 21, 2009	Hanford, California
revised:	October 14, 2015	
revised:	October 28, 2015	
revised:	January 10, 2018	
revised:	January 24, 2018	
revised:	September 26, 2018	
reviewed:	October 10, 2018	
approved:		

# Hanford ESD

## Administrative Regulation

### Before/After School Programs

AR 5148.2

#### Students

Grades TK-6

The district's After School Education and Safety (ASES) program or 21st Century Community Learning Center (21st CCLC) program shall serve students in any of grades TK-6 as the district may determine based on local needs. (Education Code 8482.3, 8484.7, 8484.75, 8484.8)

Consistent with state funding priorities, the district shall, to the extent feasible, give priority to establishing ASES programs that serve students in schools with the highest percentage of students eligible for free and reduced-price meals.

(cf. 6171 - Title I Programs)

The district's ASES and 21st CCLC program(s) shall be operated in accordance with the following:

#### 1. Program Elements

a. The program shall include an educational and literacy element in which tutoring or homework assistance is provided in language arts, mathematics, history and social science, computer training, and/or science. (Education Code 8482.3)

(cf. 6142.91 - Reading/Language Arts Instruction)

(cf. 6142.92 - Mathematics Instruction)

(cf. 6142.93 - Science Instruction)

(cf. 6154 - Homework/Makeup Work)

(cf. 6163.4 - Student Use of Technology)

b. The program shall include an educational enrichment element which may include, but is not limited to, fine arts, career technical education, recreation, technology, physical fitness, and prevention activities. (Education Code 8482.3)

(cf. 5131.6 - Alcohol and Other Drugs)

(cf. 5131.62 - Tobacco)

(cf. 6142.6 - Visual and Performing Arts)

(cf. 6142.7 - Physical Education and Activity)

(cf. 6178 - Career Technical Education)

## 2. Nutrition

a. If snacks or meals are made available in the program, they shall conform to nutrition standards specified in Education Code 49430-49434 or 42 USC 1766 as applicable. (Education Code 8482.3; 42 USC 1766-1766a; 7 CFR 226.17)

(cf. 3550 - Food Service/Child Nutrition Program)

(cf. 3554 - Other Food Sales)

(cf. 5030 - Student Wellness)

## 3. Location of Program

a. The program may be offered at one or multiple school sites and/or at an easily available and accessible off-campus facility. (Education Code 8482.3)

b. When there is a significant barrier to student participation in either the before-school or after-school component of a program at the school of attendance, the Superintendent or designee may, with the approval of the Superintendent of Public Instruction, provide services at another school site. ~~Such transfer of services shall occur only if the school to which the program will be transferred agrees to receive students from the transferring school and has an existing grant of the same type as the transferring school, or does not have a 10-percent lower percentage of students eligible for free or reduced-price meals than the transferring school.~~ A significant barrier includes any of the following: (Education Code 8482.8)

(1) Fewer than 20 students participating in the program component

(2) Extreme transportation constraints, including, but not limited to, desegregation busing, busing for magnet or open enrollment schools, or student dependence on public transportation

(3) A reduction in the program grant of an existing school due to its merging into a new school opened by the district or the splitting of its students with a new school

~~—~~In such cases, the district shall arrange for safe, supervised transportation between school sites; ensure communication among staff in the regular school program, staff in the before-school or after-school program, and parents/guardians; and ensure alignment of the educational and literacy elements with the regular school program of participating students. (Education Code 8482.8)

(cf. 3540 - Transportation)

## 4. Staffing

a. All staff members who directly supervise students shall, at a minimum, meet the qualifications for an instructional aide. (Education Code 8483.4, 45330, 45344, 45344.5)



(cf. 4222 - Teacher Aides/Paraprofessionals)

b. All program staff and volunteers shall be subject to the health screening and fingerprint clearance requirements in law and Board policy. (Education Code 8483.4)

(cf. 1240 - Volunteer Assistance)

(cf. 4112.4/4212.4/4312.4 - Health Examinations)

(cf. 4112.5/4212.5/4312.5 - Criminal Record Check)

c. The student-to-staff ratio shall be no more than 20 to 1. (Education Code 8483.4)

## 5. Hours of Operation

a. A before-school program shall not operate for less than one and one-half hours per regular school day. (Education Code 8483.1)

b. An after-school program shall begin immediately upon the conclusion of the regular school day and shall operate a minimum of 15 hours per week and at least until 6 p.m. on every regular school day. (Education Code 8483)

## 6. Admissions

a. Every student attending a school operating a program is eligible to participate in the program, subject to program capacity. (Education Code 8482.6)

(cf. 0410 - Nondiscrimination in District Programs and Activities)

b. If the number of students wishing to participate in the program exceeds program capacity, students shall be selected for enrollment based on the following guidelines:

(1) First priority for enrollment shall be given to students who are identified as homeless youth, as defined by the McKinney-Vento Homeless Assistance Act (42 USC 11434a), at the time they apply for enrollment or at any time during the school year and to students who are identified by the program as being in foster care. (Education Code 8483, 8483.1)

—The district is not required to disenroll a current student in order to secure the enrollment of a student who has priority for enrollment. (Education Code 8483, 8483.1)

—The district shall inform the parent/guardian of a homeless or foster youth of the right of the child to receive priority enrollment and how to request priority enrollment. (Education Code 8483)

(cf. 5145.6 - Parental Notifications)

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

(2) Third priority for enrollment shall be given to students identified as in need of academic remediation or support in accordance with Board policy or administrative regulation.

(cf. 6179 - Supplemental Instruction)

(3) Any remaining capacity shall be filled by students selected at random.

(4) A waiting list shall be established to accommodate additional students if space becomes available.

## 7. Attendance/Early Release

a. Each student admitted into a district program shall be expected to attend the full number of hours that the program is in operation every day that he/she participates.

b. When necessary, a student's parent/guardian may request, in writing, that the Superintendent or designee approve the reasonable late daily arrival of his/her child for the before-school program or the reasonable early daily release of his/her child from the after-school program. The Superintendent or designee shall not approve such a request if the student would be attending less than one-half of the daily program hours.

## 8. Summer/Intersession/Vacation Programs

a. A before-school program operating during summer, intersession, and/or vacation days shall be offered for a minimum of two hours per day. An after-school program offered during summer, intersession, and/or vacation days may be operated for either three hours or six hours per day in accordance with Education Code 8483.76. When both before-school and after-school programs are offered for the same students on such days, they shall be operated for a minimum of four and one-half hours per day. (Education Code 8483, 8483.1, 8483.2, 8483.76)

b. A program offered during summer, intersession, and/or vacation periods may open eligibility to every student attending a school in the district, with priority for enrollment given to students enrolled in the school that received the grant. (Education Code 8483.76)

c. To address the needs of students and school closures, the program may be conducted at an off-site location or an alternate school site. The program shall notify the California Department of Education (CDE) of the change of location and shall include a plan to provide safe transportation pursuant to Education Code 8484.6. (Education Code 8483.76)

d. Any program operating for six hours per day shall provide at least one nutritionally adequate free or reduced-price meal to each eligible student during each program day. (Education Code 8483.76)

e. For any program operating six hours per day, district procedures pertaining to student attendance and early release as specified in item #7 above shall apply. (Education Code

8483.76)

(cf. 6177 - Summer Learning Programs)

### Volunteers

The Superintendent or designee may establish a registry of volunteer after-school physical recreation instructors and other before-school and after-school program volunteers. (Education Code 35021.3)

To be included in the registry, a volunteer shall submit to a criminal background check pursuant to Education Code 45125. He/she also shall submit current contact information to the district and shall update that information whenever the information changes. (Education Code 35021.3)

The Superintendent or designee may use a volunteer registered with the district or may select another person to provide physical recreation to students after school hours or to provide other services. (Education Code 35021.3)

### Reports

The Superintendent or designee shall annually submit to the CDE outcome-based data, including, but not limited to: (Education Code 8427, 8482.3, 8484)

1. For participating students, school day attendance on an annual basis and program attendance on a semi-annual basis
2. Evidence of a program quality improvement process that is data driven and based on CDE program quality standards

(cf. 0500 - Accountability)

Regulation	HANFORD ELEMENTARY SCHOOL DISTRICT	
approved:	January 21, 2009	Hanford, California
revised:	October 14, 2015	
revised:	October 28, 2015	
revised:	January 10, 2018	
revised:	January 24, 2018	
revised:	September 26, 2018	
reviewed:	October 10, 2018	
approved:		

## HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Joy C. Gabler

FROM: Karen McConnell

DATE: October 11, 2018

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

FOR: ☐ Information  
☒ Action

Date you wish to have your item considered: October 24, 2018

**ITEM:** Receive the following new Administrative Regulation 5141.52 – Suicide Prevention

**PURPOSE:** The following Administrative Regulation is a new policy that aligns with current practices and procedures as well as recommendations by CSBA due to State and Federal law mandates and Educational Code changes.

This regulation reflects new law (AB 2246, 2016) which mandates districts serving grades 7-12 to adopt policy on suicide prevention, intervention, and postvention by the beginning of the 2017-18 school year. The regulation reflects the mandate to address any related staff development to be provided to teachers in grades 7-12 and to address the needs of specified high-risk student populations. In addition, the regulation adds best practices in prevention, intervention, and postvention, including, but not limited to, student instruction, crisis intervention procedures, follow-up care for a student who threatens or attempts suicide, and the provision of counseling and other postvention strategies to reduce suicide contagion.

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

# **Hanford ESD**

## **Administrative Regulation**

### **Suicide Prevention**

AR 5141.52

#### **Students**

#### **Staff Development**

Suicide prevention training shall be provided to teachers, counselors, and other district employees who interact with students at the secondary level. The training shall be offered under the direction of a district counselor/psychologist and/or in cooperation with one or more community mental health agencies.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Materials for training shall include how to identify appropriate mental health services at the school site and within the community, and when and how to refer youth and their families to those services. Materials also may include programs that can be completed through self-review of suitable suicide prevention materials. (Education Code 215)

Staff development shall include research and information related to the following topics:

1. The higher risk of suicide among certain groups, including, but not limited to, students who are bereaved by suicide; students with disabilities, mental illness, or substance use disorders; students who are experiencing homelessness or who are in out-of-home settings such as foster care; and students who are lesbian, gay, bisexual, transgender, or questioning youth

2. Individual risk factors such as previous suicide attempt(s) or self-harm, history of depression or mental illness, family history of suicide or violence, feelings of isolation, interpersonal conflicts, a recent severe stressor or loss, family instability, impulsivity, and other factors

(cf. 5131.6 - Alcohol and Other Drugs)

3. Warning signs that may indicate depression, emotional distress, or suicidal intentions, such as changes in students' personality or behavior and verbalizations of hopelessness or suicidal intent

4. Protective factors that may help to decrease a person's suicide risk, such as resiliency, problem-solving ability, access to mental health care, and positive connections to family, peers, school, and community

5. Instructional strategies for teaching the suicide prevention curriculum and promoting mental and emotional health

6. School and community resources and services, including resources and services that meet the specific needs of high-risk groups

(cf. 5141.6 - School Health Services)

(cf. 6164.2 - Guidance/Counseling Services)

7. District procedures for intervening when a student attempts, threatens, or discloses the desire to die by suicide

### Instruction

The district's comprehensive health education program shall promote the healthy mental, emotional, and social development of students and shall be aligned with the state content standards and curriculum framework. Suicide prevention instruction shall be incorporated into the health education curriculum at appropriate secondary grades and shall be designed to help students:

1. Identify and analyze signs of depression and self-destructive behaviors and understand how feelings of depression, loss, isolation, inadequacy, and anxiety can lead to thoughts of suicide

2. Develop coping and resiliency skills and self-esteem

3. Learn to listen, be honest, share feelings, and get help when communicating with friends who show signs of suicidal intent

4. Identify trusted adults, school resources, and/or community crisis intervention resources where youth can get help and recognize that there is no stigma associated with seeking services for mental health, substance abuse, and/or suicide prevention

(cf. 1020 - Youth Services)

(cf. 5131.6 - Alcohol and Other Drugs)

(cf. 5141.6 - School Health Services)

(cf. 6142.8 - Comprehensive Health Education)

(cf. 6164.2 - Guidance/Counseling Services)

### Intervention

Students shall be encouraged to notify a teacher, principal, counselor, or other adult when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions.

Every statement regarding suicidal intent shall be taken seriously. Whenever a staff member suspects or has knowledge of a student's suicidal intentions based on the student's verbalizations or act of self-harm, he/she shall promptly notify the principal or school counselor.

Although any personal information that a student discloses to a school counselor shall generally not be revealed, released, referenced, or discussed with third parties, the counselor may report to the principal or student's parents/guardians when he/she has reasonable cause to believe that disclosure is necessary to avert a clear and present danger to the health, safety, or welfare of the student. In addition, the counselor may disclose information of a personal nature to psychotherapists, other health care providers, or the school nurse for the sole purpose of referring the student for treatment. (Education Code 49602)

(cf. 5141 - Health Care and Emergencies)

A school employee shall act only within the authorization and scope of his/her credential or license. An employee is not authorized to diagnose or treat mental illness unless he/she is specifically licensed and employed to do so. (Education Code 215)

Whenever schools establish a peer counseling system to provide support for students, peer counselors shall receive training that includes identification of the warning signs of suicidal behavior and referral of a suicidal student to appropriate adults.

(cf. 5138 - Conflict Resolution/Peer Mediation)

When a suicide attempt or threat is reported, the principal or designee shall ensure student safety by taking the following actions:

1. Immediately securing medical treatment and/or mental health services as necessary
2. Notifying law enforcement and/or other emergency assistance if a suicidal act is being actively threatened
3. Keeping the student under continuous adult supervision until the parent/guardian and/or appropriate support agent or agency can be contacted and has the opportunity to intervene
4. Removing other students from the immediate area as soon as possible

(cf. 0450 - Comprehensive Safety Plan)

(cf. 5141 - Health Care and Emergencies)

The principal or designee shall document the incident in writing, including the steps that the school took in response to the suicide attempt or threat.

(cf. 5125 - Student Records)

The Superintendent or designee shall follow up with the parent/guardian and student in a timely manner to provide referrals to appropriate services as needed. If the parent/guardian does not access treatment for the student, the Superintendent or designee may meet with the parent/guardian to identify barriers to treatment and assist the family in providing follow-up care for the student. If follow-up care is still not provided, the Superintendent or designee shall consider whether he/she is required, pursuant to laws for mandated reporters of child neglect, to refer the matter to the local child protective services agency.

(cf. 5141.4 - Child Abuse Prevention and Reporting)

For any student returning to school after a mental health crisis, the principal or designee and/or school counselor may meet with the parents/guardians and, if appropriate, with the student to discuss re-entry and appropriate next steps to ensure the student's readiness for return to school.

#### Postvention

In the event that a student dies by suicide, the Superintendent or designee shall communicate with the student's parents/guardians to offer condolences, assistance, and resources. In accordance with the laws governing confidentiality of student record information, the Superintendent or designee shall consult with the parents/guardians regarding facts that may be divulged to other students, parents/guardians, and staff.

The Superintendent or designee shall implement procedures to address students' and staff's grief and to minimize the risk of imitative suicide or suicide contagion. He/she shall provide students, parents/guardians, and staff with information, counseling, and/or referrals to community agencies as needed. School staff may receive assistance from school counselors or other mental health professionals in determining how best to discuss the suicide or attempted suicide with students.

Any response to media inquiries shall be handled by the district-designated spokesperson who shall not divulge confidential information. The district's response shall not sensationalize suicide and shall focus on the district's postvention plan and available resources.

(cf. 1112- Media Relations)

After any suicide or attempted suicide by a student, the Superintendent or designee shall provide an opportunity for all staff who responded to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions.

Policy HANFORD ELEMENTARY SCHOOL DISTRICT  
reviewed:     October 10, 2018     Hanford, California  
approved: \_\_\_\_\_



HANFORD ELEMENTARY SCHOOL DISTRICT  
**Human Resources Department**

**AGENDA REQUEST FORM**

**TO:** Joy Gabler

**FROM:** Jaime Martinez

**DATE:** October 15, 2018

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

**DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED:** **October 24, 2018**

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

**PURPOSE:**

**a. Employment**

Temporary Employees/Substitutes

- Oscar Barron, Short-term Licensed Vocational Nurse – 4.0 hrs., Kennedy, effective 10/9/18 to 11/5/18
- Kylee Berna, Substitute READY Program Tutor, effective 10/4/18
- Hannah Bruner, Substitute Yard Supervisor, effective 10/15/18
- Evelyn Campos, Short-Term Bilingual Aide – hours vary, Simas/varies, effective 9/26/18 to 5/31/19
- Johnathan Covian, Substitute Custodian I, effective 10/2/18
- Gabriella Gomez, Substitute READY Program Tutor, effective 10/10/18
- Bertha Martin, Short-term Bilingual Aide – hours vary, Roosevelt/varies, effective 9/26/18 to 5/31/19
- Arianna Nava, Short-term Bilingual Aide – hours vary, Washington/varies, effective 9/26/18 to 5/31/19
- Rachell Rivera, Substitute Yard Supervisor, effective 10/1/18; Short-term Yard Supervisor – 3.0 hrs., Monroe, effective 10/2/18 to 12/21/18
- Veronica Rodriguez, Substitute Yard Supervisor, effective 10/17/18
- Danira Sandoval, Substitute READY Program Tutor, Translator: Oral Interpreter and Written Translator, effective 10/3/18

Temporary Employees/Substitutes (cont.)

- Ma Carmen Solorio, Short-term Yard Supervisor – 2.5 hrs., Jefferson, effective 10/1/18 to 12/21/18
- Erik Villasenor, Short-term Bilingual Aide – hours vary, Jefferson/varies, effective 9/26/18 to 5/31/19

Yard Supervisors

- April Allen, Yard Supervisor – 2.5 hrs., Monroe, effective 10/23/18
- Maria Muñoz Gomez, Yard Supervisor – 2.0 hrs., Jefferson, effective 10/8/18
- Jennifer Robles, Yard Supervisor – 3.5 hrs., Hamilton, effective 10/17/18

**b. Employment and Certification of Temporary Athletic Team Coaches Pursuant to Title 5 CCR 5594**

- Michael Quiñonez, 4-6 Boys Basketball Coach, effective 11/12/18 to 2/9/19

**c. Resignations**

- Hannah Bruner, Yard Supervisor – 3.5 hrs., Simas, effective 10/12/18
- Jolee Davis, Substitute READY Program Tutor, effective 6/6/18
- Sylvia Lombera, Yard Supervisor – 3.5 hrs., Roosevelt, effective 10/12/18
- Karen Ortega Garcia, Substitute Yard Supervisor, effective 10/19/18
- Veronica Rodriguez, Yard Supervisor – 2.0 hrs., Hamilton, effective 10/16/18

**d. More Hours**

- Fidel Gonzalez, Yard Supervisor, from 3.0 hrs. to 3.5 hrs., Wilson, effective 10/5/18
- Dianna Heredia, Yard Supervisor, from 3.0 hrs. to 3.5 hrs., Wilson, effective 10/5/18
- Chris Payne, Yard Supervisor, from 2.0 hrs. to 3.5 hrs., Simas, effective 10/15/18

**e. Leave of Absence**

- Gennarina "Genella" Alvarez, Yard Supervisor – 3.5 hrs., Hamilton, effective 10/12/18 to 11/16/18, family illness

**f. Volunteers**

<u>Name</u>	<u>School</u>
Jesse Rubio	Hamilton
Marcello Gonzalez	Jefferson
Heriberto Lepez	King
Felicia Meza	Lincoln
Ana Cabrera	Monroe

**f. Volunteers (cont.)**

Nicanor Marquez

Monroe

Denivie Garivay

Richmond

Destinee Garivay

Richmond

Ernesto Resendiz

Richmond

Laysa Diaz

Roosevelt

Victoria Deshazor

Washington

Catherine Fox

Washington

Miguel Mojarro

Washington

Jessica Munoz Rivera

Washington

Katherine Rosales

Washington

Tiffany Davis

Lincoln/Kennedy

**RECOMMENDATION:** Approve.

## HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Joy C. Gabler

FROM: David Endo

DATE: 10/15/2018

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

FOR: ☐ Information  
☒ Action

Date you wish to have your item considered: 10/24/2018

**ITEM:**

Consider approval of agreement with SchoolWorks.

**PURPOSE:**

The administration is requesting the approval of an agreement with SchoolWorks to submit funding applications for the Full-Day Kindergarten Facilities Grant Program. Established in the 2018/2019 State budget is a one-time program to build or retrofit existing school facilities for the purpose of full-day kindergarten. While the District currently offers full-day kindergarten districtwide, not all of the classrooms used for kindergarten are built to the unique specifications of kindergarten. This is a competitive process and it will not require the District demonstrate new construction/modernization eligibility prior to being awarded a grant. New construction eligibility will be reduced accordingly with no impact being applied to modernization eligibility.

**FISCAL IMPACT:**

The cost of the agreement is \$2,750 per site.

**RECOMMENDATIONS:**

Approve the agreement with SchoolWorks.

## SchoolWorks, Inc.

8331 Sierra College Blvd #221  
 Roseville, CA 95661  
 Ph: (916) 733-0402  
[www.SchoolWorksGIS.com](http://www.SchoolWorksGIS.com)



SchoolWorks, Inc. will contract to perform the tasks enumerated below for the prices indicated. Hanford Elementary School District is authorized to enter into this agreement by Government Code 53060. These services are chargeable to the District Capital Facility Funds.

2018-2019	Services Performed By:	Services Performed For:
October 12, 2018	SchoolWorks, Inc. 8331 Sierra College Blvd #221 Roseville, CA 95661 Ph: (916) 733-0402 <a href="http://www.SchoolWorksGIS.com">www.SchoolWorksGIS.com</a>	Hanford Elementary School District 714 N. White St. Hanford, CA 93230

## Scope of Work

### A. Consulting:

Assistance and guidance will be provided to the District in understanding the submittal requirements and for determining the best application submittal strategies and options for maximizing funding and eligibility for the Full-Day Kindergarten Facilities Grant Program.

### B. Application Documents

Prepare the qualification documents and supporting documentation which are necessary for the District to qualify in the Full-Day Kindergarten Facilities Grant Program for maximum project state funding potential (a complete turn-key operation).

Following is a listing of the services available in the scope of this Contract:

- » Application for Funding - SAB 70-01
- » Fund Release Request - SAB 70-02
- » Assist with Expenditure Reports - SAB 70-03
- » Resolution to Implement Full-Day Kindergarten
- » Review Grant Agreements
- » Meetings with OPSC in Sacramento
- » Monitor Project & Funding Status
- » Assistance with CDE Plan Approvals (4.07 & 4.08)
- » Financial Hardship Application (if applicable)

## Client Responsibilities

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1. CBEDS/CSIS/CALPADS Enrollment and/or other enrollment data necessary to complete Application(s)
2. Facility Diagrams and Financial information needed to complete Application(s)

## Pricing

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Pricing for the following services are guaranteed for three years from the date of the contract. Prices quoted are contingent upon authorization of SchoolWorks to complete applications for which the District is eligible per applicable OPSC regulations and policies.

Fees for applications to be completed as needed:

Item Description	Cost
Project Fee (per site requesting funds)	\$2,750
Financial Hardship Application (one per District, if needed)	\$7,500

1. If SchoolWorks presence is requested at school board meetings, OPSC site visits or other meetings in the District, the District will be billed at \$140 per hour, plus travel time and expenses.
2. This agreement may be terminated by either party with thirty (30) days' notice, in writing, and the client will only be billed for work completed.

## Fee Schedule

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1. Any amounts due for application(s) completed during the contract period will be billed upon submittal of the form(s) to OPSC. The amount is due within thirty days of the date of the invoice.

## Conditions and Requirements

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1. The Application documents will be completed to satisfy the requirements of OPSC. The Application documents will be audited by SchoolWorks to ensure their mathematical accuracy. Responsibility for the accuracy of data supplied by the District lies with the District.
2. This agreement does not include the preparation of any of the documents necessary for the purchase of land.
3. SchoolWorks's Application services generally do not include the preparation of site drawings or 1A Facility Diagrams, although the school campus maps received from the District typically need to be cleaned up and labeled appropriately by SchoolWorks staff per the application submittal requirements.

## Acceptance of Proposal & Notification to Proceed

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1. (If or when applicable) The Board of Trustees of the School District took action to approve this agreement between SchoolWorks Inc. and the District, effective:

\_\_\_\_\_ (date of approval)

2. (If, or when needed) SchoolWorks is authorized to contact the OPSC, CDE, DSA, DTSC and/or SAB on the District's behalf and the District grants permission for OPSC to release and provide to SchoolWorks any needed SAB Forms and historical documents.

Hanford Elementary School District

SchoolWorks, Inc.

\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

Ken Reynolds  
\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

President - SchoolWorks, Inc.  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

October 12, 2018  
\_\_\_\_\_  
Date



## HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Joy C. Gabler

FROM: David Endo

DATE: 10/15/2018

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

FOR: ☐ Information  
☒ Action

Date you wish to have your item considered: 10/24/2018

**ITEM:**

Consider approval of architectural services agreement with Teter Architects.

**PURPOSE:**

The District has approached Teter Architects to facilitate the modernization of Lincoln Elementary.

**FISCAL IMPACT:**

The cost of the agreement will be dependent on the project cost and at this time is estimated to cost \$332,500.

**RECOMMENDATIONS:**

Approve the agreement with Teter Architects.

## **ARCHITECTURAL SERVICES AGREEMENT**

This AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ by and between the HANFORD ELEMENTARY SCHOOL DISTRICT, hereinafter referred to as “DISTRICT,” and Teter, LLP, hereinafter referred to as “ARCHITECT.” This AGREEMENT shall include all terms and conditions set forth herein. The DISTRICT and the ARCHITECT are sometimes referred to herein individually as a “PARTY” and collectively as the “PARTIES.” This AGREEMENT is made with reference to the following facts:

**WHEREAS**, DISTRICT desires to obtain architectural services for the Lincoln Elementary School Modernization, hereinafter referred to as the “PROJECT”; and

**WHEREAS**, ARCHITECT understands that state funding for this PROJECT is a condition precedent to the effectiveness of this AGREEMENT. If state funding is not received for the PROJECT, this AGREEMENT may be voided by the DISTRICT except to the extent services have been rendered pursuant to the approval of the DISTRICT’s Board; and

**WHEREAS**, ARCHITECT is fully licensed to provide architectural services in conformity with the laws of the State of California;

**NOW, THEREFORE**, the PARTIES hereto agree as follows:

### **ARTICLE I - ARCHITECT’S SERVICES AND RESPONSIBILITIES**

1. The ARCHITECT’s services shall consist of those services performed by the ARCHITECT, ARCHITECT’s employees and ARCHITECT’s consultants, as enumerated in Articles II and III of this AGREEMENT.

2. The ARCHITECT’s services shall be performed in a manner which is consistent with professional skill and care and the orderly progress of the work. The ARCHITECT represents that it will follow the standards of its profession in performing all services under this AGREEMENT. The ARCHITECT shall submit for the DISTRICT’s approval a schedule for the performance of the ARCHITECT’s services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the PARTIES and shall include allowances for time required for the DISTRICT’s review and for approval by authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the ARCHITECT.

3. The schematic design, design development and construction document services covered by this AGREEMENT shall be completed and submitted to the DISTRICT on or before a date to be agreed upon in writing by the DISTRICT. The construction document services covered by this AGREEMENT shall be completed and submitted to the Division of the State Architect (“DSA”) for review and approval on or before a date to be agreed upon in writing by the DISTRICT.

4. If the PROJECT includes the replacement or repair of more than 25% of a roof or the replacement or repair of a roof that has a total cost of more than \$21,000, the ARCHITECT shall

comply with the requirements set forth in Public Contract Code section 3000, et seq., including signing the required certification.

5. The ARCHITECT has been selected based on ARCHITECT's knowledge of California public schools and ARCHITECT's knowledge of the educational system for funding and construction and is thoroughly familiar with the requirements of the OPSC for state funding, DSA for approvals of plans and specifications, and of the CDE for site approvals and educational requirements that are applicable to a public school project.

6. The ARCHITECT shall coordinate its services with the Contractor, Project Inspector, its consultants and other parties to ensure that all requirements under DSA's Inspection Card (Form 152) and any subsequent revisions, supplements or updates thereto issued or required by DSA, or any other/alternate processes are being met in compliance with DSA requirements and in compliance with the PROJECT schedule. The ARCHITECT and its consultants shall take all action necessary as to not delay progress in meeting any DSA requirements. The ARCHITECT shall meet all requirements set forth in DSA's Construction Oversight Process Procedure (PR 13-01) and any subsequent revisions, supplements or updates thereto issued or required by DSA. Any references to the DSA requirements, DSA forms, documents, manuals applicable to the PROJECT shall be deemed to include and incorporate any revisions or updates thereto.

## **ARTICLE II - SCOPE OF ARCHITECT'S SERVICES**

1. The ARCHITECT shall provide to the DISTRICT, on the terms herein set forth, all of the architectural, design and/or engineering services necessary to complete the PROJECT. The ARCHITECT's services shall include those described in this AGREEMENT, and include all structural, civil, mechanical and electrical engineering and landscape architecture services and any other services necessary to produce a reasonably complete and accurate set of "Construction Documents" defined as including, but not limited to, the following: The contract between the DISTRICT and the "Contractor" awarded the PROJECT (the "Contract"), general and supplementary conditions of the Contract between the DISTRICT and Contractor, drawings, specifications, Addenda, Revisions and other documents listed in the Contract, and modifications issued after execution of the Contract between the DISTRICT and Contractor.

2. The ARCHITECT shall assist the DISTRICT in obtaining required approvals from governmental agencies (for both on and off-site approvals) and any other entities including, but not limited to, those responsible for electrical, gas, water, sanitary or storm sewer, telephone, cable/TV, antenna-based services (e.g., Dish Network), internet providers, public utilities, the fire department, as well as the County Health Department, California Department of Education ("CDE"), the Office of Public School Construction ("OPSC"), State Water Resources Control Board (SWRCB), and DSA. If necessary, the ARCHITECT shall secure preliminary agency approvals and notify the DISTRICT in writing as to the actions the DISTRICT must take to secure formal approvals.

3. The ARCHITECT shall be responsible for reviewing the capacity of existing utilities related to the immediate scope of work and making recommendations based on readily available information, and/or for any design or documentation required to make points of

connection to existing utility services that may be located on the PROJECT site and which are required for the PROJECT.

4. The ARCHITECT may be asked to provide a PROJECT description which includes the DISTRICT's needs, Program, and the requirements of the PROJECT prior to preparing preliminary designs for the PROJECT; if district does not have a previously prepared program. Per Article III these additional services will be indicated in the fee proposal.

5. The ARCHITECT shall assist the DISTRICT in determining the phasing of the PROJECT that will most efficiently and timely complete the PROJECT. This includes phasing the PROJECT's construction and the inspection approval process so Incremental Approvals as required under DSA's Construction Oversight Process Procedure can be obtained during the completion of the PROJECT.

6. The ARCHITECT shall provide a written preliminary evaluation of the DISTRICT's PROJECT, schedule, and construction budget requirements. Such evaluation shall include alternative approaches to design and construction of the PROJECT, evaluation and application of educational specification requirements under Education Code section 17251 and under Title 5 California Code of Regulations, Section 14000, et seq.

7. The ARCHITECT shall provide planning surveys, site evaluations and comparative studies of prospective sites, buildings, or locations.

8. The ARCHITECT shall attend regular PROJECT coordination meetings between the ARCHITECT, its consultants, the DISTRICT's representative(s), and other consultants of the DISTRICT during PROJECT development.

9. The ARCHITECT shall make revisions in Drawings, Specifications, the Project Manual, or other documents when such revisions are necessary due to the ARCHITECT's failure to comply with approvals or instructions previously given by the DISTRICT, including revisions made necessary by adjustments in the DISTRICT's Program or Budget as defined in Article IV.

10. The ARCHITECT shall provide services required due to programmatic changes in the PROJECT including, but not limited to, size, quality, complexity, method of bidding or negotiating the contract for construction. The ARCHITECT shall be prepared to prioritize and prepare a priority list to address critical Program and PROJECT needs as opposed to optional items that may be dropped if there is inadequate Budget for the PROJECT. In the case where there are Budget constraints, the ARCHITECT, shall prepare a priority list of critical programmatic needs and items that may be of lesser priority and review the Program with the DISTRICT. Services required due to programming changes shall be additional services per Article III.

11. The ARCHITECT shall provide services in connection with the work of a Construction Manager or separate consultants retained by DISTRICT.

12. The ARCHITECT shall provide estimates of the PROJECT's Construction Costs at no additional cost to DISTRICT as further described in Articles V and VI. If detailed estimates are desired these can be obtained from a professional construction cost estimator consultant as an additional service per Article III

13. The ARCHITECT shall provide quantity surveys which provide inventories of material, equipment, and labor consistent with OPSC requirements for such surveys or estimates.

14. The ARCHITECT shall if requested as an additional service provide analyses of DISTRICT ownership and operating costs for the PROJECT.

15. The ARCHITECT shall provide interior design and other services required for, or in connection with, graphics and signage. All other interior design services are addressed under Article III as an Additional Service.

16. To the extent the ARCHITECT is not familiar or does not have experience with any materials or systems designed for the PROJECT, the ARCHITECT shall visit suppliers, fabricators, and manufacturers' facilities, such as for carpet, stone, wood veneers, standard or custom furniture, to review the quality or status of items being produced for the PROJECT.

17. The ARCHITECT shall cooperate and consult with DISTRICT in use and selection of manufactured items on the PROJECT, including, but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials, and floor coverings. All such manufactured items shall be standardized to the DISTRICT's criteria to the extent such criteria do not interfere with PROJECT design and are in compliance with the requirements of Public Contract Code §3400.

18. The ARCHITECT shall certify to the best of its information, pursuant to 40 Code of Federal Regulations §763.99(a)(7), that no asbestos-containing material was specified as a building material in any Construction Document for the PROJECT and will ensure that contractors provide the DISTRICT with a certification that all materials used in the construction of any school building are free from any asbestos-containing building materials ("ACBM's"). ARCHITECT shall include statements in the PROJECT's specifications that materials containing ACBM's shall not to be included or incorporated into the PROJECT. The ARCHITECT shall incorporate requirements into the PROJECT's specifications that indicate the above certification shall be part of the Contractor's final PROJECT submittal to the DISTRICT.

19. The ARCHITECT shall consider operating or maintenance costs when selecting systems for the DISTRICT. The ARCHITECT shall work with the DISTRICT to utilize and consider funding from grants and alternative funding sources.

20. The ARCHITECT shall prepare for and make up to a total of three formal presentations to the Governing Board of the DISTRICT, public hearings or other public meetings. The ARCHITECT shall be prepared to address concept and programmatic requirements for the PROJECT in such presentations, public hearings and public meetings.

21. The duties, responsibilities and limitations of authority of the ARCHITECT shall not be restricted, modified, or extended without written agreement between the DISTRICT and ARCHITECT.

22. The ARCHITECT shall comply with all federal, state, and local laws, rules, regulations and ordinances that are applicable to the PROJECT and architect's scope of work.

23. The ARCHITECT shall have access to the work at all times.

24. The ARCHITECT shall commit the same PROJECT Architect from the commencement of services under this AGREEMENT through the completion of the Project Close-Out Phase. Any change in staff will require the written approval of the DISTRICT.

**25. Schematic Design Phase**

a. The ARCHITECT shall meet with the DISTRICT to understand and verify the DISTRICT's requirements for its Program. In the cases where a Program is furnished to the ARCHITECT by the DISTRICT, the ARCHITECT shall review the DISTRICT's Program and address if the Program, in the ARCHITECT's professional opinion, is realistic. If there are issues with the Program that has been provided, as part of the Schematic Design Services, ARCHITECT shall rework the Program with the DISTRICT representative and the DISTRICT to establish a priority list of programmatic needs and items that may be within and outside of the DISTRICT's Budget. Once the Schematic Design, Program and Budget are reconciled with the DISTRICT representative, and the DISTRICT approves the Schematic Design, Program and Budget, the ARCHITECT may then move on to the Design Development Phase.

b. In the cases where the DISTRICT has not established a Program, the ARCHITECT shall work with the DISTRICT to help establish a Program and Budget based on available state funding, available grants, or available funds (in the cases where no funding or grants are available). Preparation of program shall be additional services per Article III. The ARCHITECT's familiarity with how projects are funded by the state or through grants shall be part of the expertise the DISTRICT is relying upon in conjunction with the ARCHITECT's experiences with similar projects and programs for the establishment of the DISTRICT's Program and PROJECT under this AGREEMENT. The ARCHITECT shall not design for a Program or PROJECT that exceeds the DISTRICT's Budget unless the ARCHITECT obtains the written consent of the DISTRICT and an agreement that the ARCHITECT is permitted to exceed the available Budget.

c. The ARCHITECT shall prepare, for approval by the DISTRICT, Schematic Design Documents consisting of drawings, renderings, programmatic outlines, and other documents illustrating the scale and relationship of the PROJECT's components. These documents shall be prepared with the understanding that Design Development and Construction Documents Phases of this AGREEMENT shall be completed in accordance with the realistic understanding of and adherence to the Schematic Design. The Schematic Design Documents shall comply with all applicable laws, statutes, ordinances, codes, rules, and regulations of the State and local governmental agencies and/or authorities having jurisdiction over the PROJECT, including, but not limited to, the OPSC, the CDE, DSA, the County Health Department and the local fire marshal/department, which are required for the final approval of the PROJECT's completed Construction Documents.

d. The ARCHITECT shall prepare schematic design studies and site utilization plans leading to a recommended solution together with a general description of the PROJECT and PROJECT's priorities for approval by the DISTRICT.

e. If directed by the DISTRICT at the time of approval of the Schematic Design Documents, the Construction Documents shall be prepared so that portions of the work of the PROJECT may be performed under separate construction contracts, phased construction contracts, or so that the construction of certain buildings, facilities, or other portions of the PROJECT may be deferred. Careful attention is directed to DSA requirements for phasing of projects and the likelihood that DSA or other agency approvals may expire during the phases. If there is an expiration and need to obtain additional DSA approvals for future phases, the ARCHITECT shall provide the DISTRICT with a written notification of the PROJECT approvals that may expire due to phasing. Alternate construction schemes made by the DISTRICT subsequent to the Design Development Phase shall be provided as an Additional Service pursuant to Article III unless the alternate construction scheme arises out of the PROJECT exceeding the estimated Budget constraint as a result of the ARCHITECT's services under this AGREEMENT.

f. The ARCHITECT shall submit a list of qualified engineers for the PROJECT for the DISTRICT's approval in conformance with Article XII. ARCHITECT shall ensure that each engineer places his or her name, seal, and signature on all drawings and specifications prepared by said engineer.

g. The ARCHITECT shall investigate existing conditions or facilities and verify drawings of such conditions or facilities based on district provided documents and/or visual observance.

h. The ARCHITECT shall perform Schematic Design services to keep the PROJECT within all Budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

i. The ARCHITECT shall prepare and submit to the DISTRICT a written estimate of the Construction Cost in conformance with Articles V and VI and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost.

## **26. Design Development Phase (Preliminary Plans)**

a. Upon approval by the DISTRICT of the Schematic Design services set forth above, the ARCHITECT shall prepare Design Development Documents based on the Schematic Design and based on the Program that has been approved by the DISTRICT. Such documents shall consist of site and floor plans, elevations, cross-sections, and other documents necessary to depict the design of the PROJECT, and shall outline specifications to fix and illustrate the size, character, and quality of the entire PROJECT as to the Program requirements, landscapes, architecture, civil, structural, mechanical, and electrical systems, materials, and such other essentials as may be appropriate. The ARCHITECT shall prepare the Design Development Documents to comply with the requirements of all governmental agencies having jurisdiction over the PROJECT including, but not limited to, the OPSC, the CDE, DSA, the County Health Department and the local fire marshal/department.

b. The ARCHITECT shall prepare and submit to the DISTRICT a written estimate of the Construction Cost in conformance with Articles V and VI and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost.

c. The ARCHITECT shall perform all Design Development Services to keep the PROJECT within all Budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

**27. Construction Document Phase (Final Plans)**

a. The ARCHITECT shall prepare, from the Design Development Documents approved by the DISTRICT, Construction Documents (if requested by district for an additional service in an acceptable Building Informational Modeling format, such as Autodesk® Revit® and AutoCAD® Civil 3D®; otherwise documents will be developed with an industry standard computer aided design software program) including, but not limited to, all drawings and specifications for the PROJECT setting forth, in detail, the requirements for the construction of the entire PROJECT in conformity with all applicable (on and off site) governmental and code requirements including, but not limited to, the requirements of the OPSC, DSA, the local fire marshal/department, the County Health Department and any other governmental agency having jurisdiction over the PROJECT. The Construction Documents shall show all the work to be done (if required Building Informational Modeling will be a minimum of LOD 200), as well as the materials, workmanship, finishes, and equipment required for the completion of the PROJECT. All Construction Documents prepared by the ARCHITECT shall be properly coordinated including, but not limited to, the various disciplines, dimensions, terminology, details, etc.

b. The ARCHITECT shall prepare and file all documents required for, and obtain the required approvals of, all governmental agencies having jurisdiction over the PROJECT including, but not limited to, the OPSC, CDE, DSA, local fire marshal/department, City Design Review, County Health Department, Department of Public Works, and any other governmental agencies or authorities which have jurisdiction over the PROJECT. The DISTRICT shall pay all fees required by such governmental agencies and/or authorities. ARCHITECT shall, whenever feasible, establish beforehand the exact costs due any governmental agencies and/or authorities in order to submit such cost information to the DISTRICT so payments can be prepared by the DISTRICT.

c. The ARCHITECT shall identify all tests and special inspections on the Statement of Structural Tests and Special Inspections (Form DSA 103) that are required for the completion of the PROJECT as designed and submit such DSA 103 to DSA for approval along with all other Construction Documents. Upon DSA's approval of the Construction Documents, including the approved DSA 103 for the PROJECT, the ARCHITECT shall ensure that a copy of the approved DSA 103 for the PROJECT is provided to the DISTRICT, the Laboratory of Record, each Special Inspector working on the PROJECT, the Project Inspector and the Contractor.

d. When the ARCHITECT is preparing the Construction Documents, the ARCHITECT shall include provisions that require the Contractor to:



(1) Provide the DISTRICT with five (5) complete sets of operation manuals;

(2) Provide adequate training and consultation to DISTRICT personnel in the operation, testing, start-up, adjusting and balancing of mechanical, electrical, heating, air conditioning, and other systems installed by Contractor or its subcontractors; and

(3) Prepare a marked set of prints which indicate the dimensioned location of buried utility lines and which show changes in the work made during construction (“as-built documents”). All as-built documents shall be provided to the DISTRICT in a format approved by the DISTRICT.

e. The ARCHITECT shall immediately notify the DISTRICT of adjustments in previous estimates of the Construction Cost arising from market fluctuations or approved changes in scope or requirements.

f. The ARCHITECT shall perform Construction Document Services to keep the PROJECT within all Program scope constraints set by the DISTRICT, as well as approved Budget, unless otherwise modified by written authorization by the DISTRICT.

g. As part of the ARCHITECT’s professional services, ARCHITECT has coordinated the drawings on the PROJECT. It is suggested, but not mandatory, that ARCHITECT perform a clash detection review of the final Construction Documents prior to submission to DSA. However, if the Construction Manager, or Design Build entity performs a clash check, ARCHITECT shall work with the Construction Manager or Design Build entity to perform reasonable clash check resolution meetings and make revisions as necessary prior to DSA submission, during DSA review, and after DSA review (followed by CCD submission or Addenda submission to document any necessary changes).

h. If the estimated PROJECT Construction Cost exceeds the Budget by more than 15%, the ARCHITECT shall make all necessary design revisions at no cost to the DISTRICT to comply with the Budget and scope set by the DISTRICT in conformance with Articles V and VI, unless otherwise modified by written authorization of the DISTRICT.

i. After all back-check comments have been received from DSA and incorporated into the Construction Documents by the ARCHITECT, both the ARCHITECT and DISTRICT (through a third party District hired estimator) will prepare their respective Construction Cost estimates. The PARTIES shall meet to reconcile their respective estimates if they are different and agree on a final Construction Cost estimate based upon the final Construction Documents. This agreed upon estimate will be used to define the Computed Cost as set forth in Exhibit “A” and shall be the basis to calculate the ARCHITECT’s adjusted fee until final bid results are available. If the PARTIES cannot agree on a final Design Development Phase Construction Cost estimate, the DISTRICT’s estimate will be used to define the Computed Cost and calculate the ARCHITECT’s adjusted fee.

j. The final ARCHITECT fee will be based on the final construction bid amount including change orders as reported to DSA as the final construction cost amount. However, not including any construction change orders required by the Architect errors requiring rework that brings no value to the DISTRICT.

## **28. Bidding & Award Phase**

a. The ARCHITECT, following the DISTRICT's approval of the Construction Documents, shall assist the DISTRICT in obtaining bids and awarding the Contract for the construction of the PROJECT.

b. The ARCHITECT shall prepare all the necessary bidding information and bidding forms required to bid the PROJECT. The ARCHITECT shall also assist the DISTRICT with the preparation of the Contractor's Contract form, the general conditions, the supplementary conditions, and all other contract documents necessary to bid the PROJECT and award a complete Contract to the lowest responsible responsive bidder. The DISTRICT will provide the standard general conditions and supplementary conditions that must be incorporated into the Contract with the Contractor. The ARCHITECT shall review the general conditions, supplementary conditions, and all other contract documents provided by the DISTRICT for incorporation into the Contract with the Contractor and shall coordinate such documents with all other Construction Documents that are prepared by the ARCHITECT pursuant to this AGREEMENT. The ARCHITECT's coordination obligations under this Section include, but are not limited to, verifying that any and all bid instructions and requirements set forth in the specifications prepared by the ARCHITECT are also set forth in the Instructions to Bidders and the Bid Form that are distributed to the bidders in connection with the PROJECT. The ARCHITECT shall prepare and sign all written Addendums that are necessary to incorporate changes into the DSA approved Construction Documents prior to the award of the PROJECT. The ARCHITECT shall assist the DISTRICT in distributing all Addendums to each bidder that has obtained a set of the DSA approved Construction Documents. The ARCHITECT shall ensure that all Addendums are submitted to and approved by DSA prior to certification of the PROJECT.

c. The ARCHITECT shall deposit a reproducible set of Construction Documents including, but not limited to, all drawings and specifications for the PROJECT at a reprographics company specified by the DISTRICT for the bid and for printing of additional sets of the DSA approved Construction Documents during the PROJECT. In accordance with the requirements of this Section, the ARCHITECT shall forward all plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer files and/or BIM files) prepared by the ARCHITECT or the ARCHITECT's consultants during the course of the PROJECT to the reprographics company specified by the DISTRICT at no additional cost to the DISTRICT. The DISTRICT may request that such documents be delivered to the reprographics company selected by the DISTRICT in CADD, PLOT, TIFF or other format approved by the DISTRICT. In addition, the ARCHITECT shall provide the DISTRICT with a BIM or CAD format diskette file with all layers unprotected so the DISTRICT may utilize with a Construction Manager or Design Build entity. It is expressly understood that the release of the underlying BIM or CAD documents is for the limited use only for the PROJECT

(unless otherwise agreed to in writing) and that changes that are made to the underlying BIM documents are not the responsibility of ARCHITECT. For documentation purposes, one record set of the transmitted documents shall be placed on a CD (or other acceptable electronic media) properly labeled as the record set of documents transmitted to the DISTRICT. Reasonable costs for producing this record document shall be reimbursed to the ARCHITECT and ARCHITECT's consultants.

d. Upon the DISTRICT's request, the ARCHITECT shall recommend an acceptable plan room, or blueprinting shop, or, in the alternative, ARCHITECT shall print the necessary bidding information, Contract forms, general conditions, supplementary general conditions and all other Construction Documents necessary to bid the PROJECT and award a complete Contract to a successful bidder and shall deliver/distribute such printed copies to all interested bidders.

e. The ARCHITECT shall make subsequent revisions to drawings, specifications, and other DSA approved Construction Documents that result from the approval of any substitution request, RFI, or submittal. All Revisions shall be prepared in writing and signed by the ARCHITECT. The ARCHITECT shall ensure that all Revisions are submitted to and approved by DSA prior to certification of the PROJECT.

f. If the lowest bid exceeds the Budget by more than 15% for the PROJECT, the ARCHITECT, in consultation with, and at the direction of, the DISTRICT, shall provide such modifications in the Construction Documents as necessary to bring the cost of the PROJECT within its Budget as set forth in Articles V and VI.

## **29. Construction Phase**

a. Prior to the start of construction, the ARCHITECT shall certify that the following documents have been submitted to DSA:

(1) Contract Information Form DSA-102.

(2) Inspector Qualification Record Form DSA-5 should be submitted 10 days prior to the time of starting construction.

b. The Construction Phase will commence with the award of the Construction Contract to Contractor.

c. The ARCHITECT shall reproduce five (5) sets of Construction Documents and all progress prints for the DISTRICT's and the DISTRICT's consultant's use as a reimbursable expense.

d. The ARCHITECT shall provide technical direction to a full-time Project Inspector employed by, and responsible to, the DISTRICT, as required by applicable law. The ARCHITECT shall direct and monitor the work of the Laboratory of Record as required by applicable law and provide code required supervision of Special Inspectors not provided by the Laboratory of Record. Upon the DISTRICT's award of a Construction Contract to the Contractor, the ARCHITECT shall obtain the necessary Project Inspection

Cards ("PIC") (Form DSA 152) from the DSA that are needed for the Project Inspector's use in approving and signing off work on the PROJECT as it is completed by the Contractor. The ARCHITECT shall verify that the Project Inspector has the appropriate amount of PIC's that are needed for the inspection and completion of the entire PROJECT prior to the commencement of any work by the Contractor on the PROJECT. The ARCHITECT shall provide the Project Inspector, Laboratory of Record and each Special Inspector with a copy of the DSA approved Construction Documents including, but not limited to, the approved Statement of Structural Tests and Special Inspections (Form DSA 103) prior to the commencement of any work on the PROJECT at the ARCHITECT's expense.

e. The ARCHITECT shall meet with the Project Inspector, DISTRICT, Contractor, Laboratory of Record and Special Inspectors as needed throughout the completion of the PROJECT to verify, acknowledge and coordinate the testing and special inspection program required by the DSA approved Construction Documents.

f. The ARCHITECT shall prepare Interim Verified Reports (Form DSA 6-AE) and submit such Interim Verified Reports to DSA, the Project Inspector and the DISTRICT prior to the Project Inspector's approval and sign off of any of the following sections of the PROJECT's PIC's as applicable:

- (1) Initial Site Work;
- (2) Foundation;
- (3) Vertical Framing;
- (4) Horizontal Framing;
- (5) Appurtenances;
- (6) Non-Building Site Structures;
- (7) Finish Site Work;
- (8) Other Work; or
- (9) Final.

If the ARCHITECT has delegated responsibility for any portion of the PROJECT's design to other engineers, the ARCHITECT shall ensure that such engineers submit the necessary Interim Verified Reports (Form DSA 6-AE) to DSA, the Project Inspector and the DISTRICT during the course of construction and prior to the Project Inspector's approval and sign off of the above sections of the PIC's as they relate to the portions of the PROJECT that were delegated to such engineers.

g. The ARCHITECT shall be responsible for reviewing and ensuring, on a monthly basis, that the Contractor is maintaining an up-to-date set of as-built documents which will be furnished to the DISTRICT upon completion. The ARCHITECT shall review the as-built documents prepared by the Contractor on a monthly basis and report whether they appear to be up to date, based upon the ARCHITECT's observations of the PROJECT. If it appears the as-built documents are not being kept up to date by the Contractor, the ARCHITECT shall recommend to the DISTRICT, in writing, an appropriate withholding from the Contractor's monthly payment application to account for the Contractor's failure to maintain such as-built documents.

h. The ARCHITECT will endeavor to secure compliance by Contractor with the Contract requirements, but does not guarantee the performance of the Contractor's Contract.

i. The ARCHITECT shall provide general administration of the Construction Documents including, but not limited to, the following:

(1) Visiting the PROJECT site to maintain such personal contact with the PROJECT as is necessary to assure the ARCHITECT that the Contractor's work is being completed, in general conformance with the DSA approved Construction Documents in order to:

i. Become familiar with, and to keep the DISTRICT informed about, the progress and quality of the portion of the work completed and for the preparation of written reports the ARCHITECT will prepare and submit to the DISTRICT for its review;

ii. Become familiar with, the progress and quality of the portion of the work completed and for the preparation of the necessary Interim Verified Reports the ARCHITECT will prepare and submit to DSA and Project Inspector as necessary for the timely inspection of the PROJECT and for the approval and sign off of each block/section of the PIC's during the course of the PROJECT's construction;

iii. Endeavor to guard against nonconforming work and deficiencies in the work;

iv. Determine if the work is being performed in a manner indicating that the work, when fully completed, will be in accordance with the approved DSA Construction Documents;

v. Attend on-site construction meetings at a scheduled frequency appropriate to the project as defined in the project proposal, and being otherwise available to the DISTRICT and the Project Inspector for site meetings on an "as-needed" basis;

vi. Examine Contractor applications for payment and to issue certificates for payment in amounts approved by the necessary parties; and

vii. Verify, at least monthly, in coordination with the Project Inspector, that all as-built documents are being updated pursuant to the Contract between the DISTRICT and the Contractor.

(2) Making regular reports as may be required by all governmental agencies or authorities having jurisdiction over the PROJECT;

(3) Reviewing schedules and shop drawings for compliance with design;

(4) Approving substitution of materials, equipment, and the laboratory reports thereof for conformance to the DISTRICT's standards subject to DISTRICT knowledge and approval;

(5) Responding to DSA field trip notes;

(6) Preparing Construction Change Documents for approval by DSA;

(7) Preparing Immediate Change Directives as directed by the DISTRICT;

(8) Preparing change orders for written approval by the DISTRICT;

(9) Making Punch List observations when the PROJECT reaches Substantial Completion;

(10) Determining date of Substantial Completion and the date of final completion of the PROJECT;

(11) Providing a color schedule of all materials for the PROJECT for the DISTRICT's review and approval;

(12) Assembling and delivering to the DISTRICT written guarantees, instruction books, diagrams, charts, and as-built documents that will be provided by the Contractor pursuant to the Contract between the DISTRICT and the Contractor;

(13) Issuing the ARCHITECT's Certificate of Substantial Completion, Certificate of Completion and final certificate for payment; and

(14) Providing any other architectural services to fulfill the requirements of the Construction Documents and this AGREEMENT.

j. ARCHITECT shall provide the DISTRICT with written reports, as necessary, to inform the DISTRICT of any problems arising during construction, changes contemplated as a result of each problem, and the progress of work.

k. The ARCHITECT, as part of the ARCHITECT's Basic Services, shall advise the DISTRICT of any deficiencies in construction following the acceptance of the work and prior to the expiration of the guarantee period of the PROJECT.

l. The ARCHITECT shall be the interpreter of the requirements of the Construction Documents and advise the DISTRICT as to the performance by the Contractor thereunder.

m. The ARCHITECT shall make recommendations to the DISTRICT on claims relating to the execution and progress of the work and all matters and questions

relating thereto. The ARCHITECT's recommendations in matters relating to artistic effect shall be consistent with the intent of the Construction Documents.

n. The ARCHITECT shall advise the DISTRICT to reject work which does not conform to the Construction Documents. The ARCHITECT shall promptly inform the DISTRICT whenever, in the ARCHITECT's opinion, it may be necessary to stop the work to avoid the improper performance of the AGREEMENT. The ARCHITECT has authority to require additional inspection or testing of the work in accordance with the provisions of the Construction Documents, whether work is fabricated, installed, or completed.

o. The ARCHITECT shall not issue orders to the Contractor that might commit the DISTRICT to extra expenses, or otherwise amend the Construction Documents, without first obtaining the written approval of the DISTRICT.

p. The ARCHITECT shall be the DISTRICT's representative during construction and shall advise and consult with the DISTRICT. The ARCHITECT shall have authority to act on behalf of the DISTRICT only to the extent provided in this AGREEMENT, unless otherwise modified in writing.

q. The ARCHITECT shall prepare all documents and/or drawings made necessary by errors and omissions in the originally approved drawings or specifications at no additional cost or expense to the DISTRICT. Modifications necessary to meet unanticipated conditions encountered during construction or made necessary by defect or deficiencies in the work of the Contractor will be completed as an additional service to the DISTRICT.

r. The ARCHITECT shall examine, verify, and approve the Contractor's applications for payment and issue certificates for payment for the work and materials provided by the Contractor which also reflect the ARCHITECT's recommendation as to any amount which should be retained or deducted from those payments under the terms of the Construction Documents or for any other reason. The ARCHITECT's certification for payment shall constitute a representation to the DISTRICT, based on the ARCHITECT's observations at the site, that the work has progressed to the level certified, that quality of the work is in accordance with the DSA approved Construction Documents, that the as-built documents are up to date, and that the Contractor is entitled to payment in the amount certified.

s. The ARCHITECT shall review and approve, or take other appropriate action, upon the Contractor's submittals of shop drawings, product data, and samples for the purpose of checking for conformance with the Construction Documents. The ARCHITECT's actions shall not delay the work, but should allow for sufficient time, in the ARCHITECT's professional judgment, to permit adequate review. The ARCHITECT shall ensure that all deferred approval submittals are resolved and approved by DSA prior to certification of the PROJECT.

t. After the PROJECT has been let, all changes to the DSA approved Construction Documents shall be made by means of a Construction Change Document

(“CCD”) unless otherwise approved by the DISTRICT in writing. The ARCHITECT shall be responsible for preparing each CCD related to the PROJECT and shall determine which changes affect the Structural, Access or Fire & Life Safety (collectively “SAFLS”) portions of the PROJECT and ensure that such changes are documented and implemented through a written CCD-Category A (Form DSA 140). All CCD-Category A’s must be submitted to DSA by the ARCHITECT with all supporting documentation and data and must be approved by DSA before such work can commence on the PROJECT. The ARCHITECT shall obtain the DISTRICT’s approval of all CCD-Category A’s before they are submitted to DSA for review and approval. All other changes to the DSA approved Construction Documents not involving SAFLS portions of the PROJECT are not required to be submitted to DSA unless DSA specifically requires such changes to be submitted to DSA in the form of a written CCD-Category B (Form DSA 141) inclusive of all supporting documentation and data. Changes that are not determined by the ARCHITECT and/or DSA to require documentation through an approved CCD-Category A or CCD-Category B shall be documented through an alternative CCD form or other document approved by the DISTRICT.

u. The ARCHITECT shall prepare and issue Immediate Change Directives (“ICD”) to the Contractor when directed by the DISTRICT to complete the work that is necessary due to the Contractor’s failure to complete the PROJECT in accordance with the DSA approved Construction Documents. The ARCHITECT shall provide the Project Inspector with a copy of the ICD and direct the Project Inspector to inspect the work as it is completed in accordance with the ICD.

v. All changes to the DSA approved Construction Documents, whether set forth in a CCD, ICD or any other document approved by the DISTRICT, shall be incorporated into change orders by the ARCHITECT for the DISTRICT’s approval. Each change order shall identify: (1) the description of the change in the work; (2) the amount of the adjustment to the Contractor’s Contract sum, if any; and (3) the extent of the adjustment in the Contractor’s Contract Time, if any. The ARCHITECT shall prepare change orders, with supporting documentation and data, for the DISTRICT’s review in accordance with the Construction Documents, and may authorize minor changes in the work not involving an adjustment in the contract sum or an extension of time. The ARCHITECT shall evaluate and make written recommendations regarding Contractor’s proposals for possible change orders.

w. The ARCHITECT shall, at the ARCHITECT’s expense, review the contractor provided as-built documents to prepare a set of reproducible record drawings showing significant changes in the work made during construction based on the marked-up prints, drawings and other data furnished by the Contractor to the ARCHITECT. As an additional service ARCHITECT can prepare a revised set of CAD including contractor as-built information.

x. The ARCHITECT shall inspect the PROJECT to determine the date or dates of Substantial Completion and final completion. The ARCHITECT shall receive and forward to the DISTRICT for the DISTRICT’s review all written warranties and related documents required by the Construction Documents, and issue a final certificate for



payment upon Contractor compliance with the requirements of the Construction Documents. In the event the approved schedule for the PROJECT has been exceeded due to the fault of the Contractor, the ARCHITECT shall issue a written notice to the DISTRICT and the Contractor evaluating the cause of the delay(s) and shall advise the DISTRICT and the Contractor of the commencement of liquidated damages under the Contract between the DISTRICT and Contractor.

y. The ARCHITECT shall provide written evaluation of the Contractor's performance under the requirements of the Construction Documents when requested in writing by the DISTRICT. When the ARCHITECT has actual knowledge of any defects, errors, or deficiencies with respect to the Contractor's performance on the PROJECT, the ARCHITECT shall provide the DISTRICT and the Contractor with written notification of such defects, errors, or deficiencies.

z. The ARCHITECT shall:

(1) Review all requests for information ("RFI"), submittals, and substitution requests that are submitted by the Contractor in connection with the PROJECT;

(2) Determine the data criteria required to evaluate requests for substitutions; and

(3) Be responsible for ensuring that all RFI's, submittals and substitution requests by the Contractor are responded to not later than fourteen (14) days, or as soon as the circumstances require (not less than 3 days).

aa. The ARCHITECT shall be responsible for gathering information and processing forms required by any applicable governing agencies and/or authorities having jurisdiction over the PROJECT including, but not limited to, the County Health Department, the local building departments, local fire departments, the OPSC, and DSA, in a timely manner and ensure proper close-out of the PROJECT.

bb. The ARCHITECT shall obtain the DISTRICT's approval of all CCD immediately following the request for such changes by the Contractor or upon any other circumstances necessitating a change. Furthermore, the ARCHITECT shall maintain a log of all CCD's, ICD's change orders or any other DISTRICT approved form documenting changes to the DSA approved Construction Documents (the "Changes Log"), including status, for the DISTRICT's review and approval. The ARCHITECT shall submit the Changes Log to the DISTRICT with its monthly invoice. Submission of the Changes Log is a requirement for payments to the ARCHITECT during the course of construction.

cc. The ARCHITECT shall evaluate and render written recommendations within a reasonable time on all claims, disputes, or other matters at issue between the DISTRICT and Contractor relating to the execution or progress of the work as provided in the Contract between the DISTRICT and the Contractor. Under no circumstances should this evaluation take longer than 20 calendar days from the date the claim is received by the ARCHITECT.

dd. The ARCHITECT can at owners request provide assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation as an additional service or make recommendations for a commissioning agent.

ee. The ARCHITECT shall review the list of minor defects, deficiencies, and/or incomplete items (hereinafter the "Punch List") and the fully executed Verified Report (Form DSA-6) that are submitted to the DISTRICT by the Contractor when the Contractor considers the PROJECT to be Substantially Complete. The ARCHITECT shall inspect the PROJECT, in conjunction with the Contractor, in order to verify the Contractor's Punch List, add any other items to the Punch List and to confirm that Substantial Completion has been reached on the PROJECT. In the event the Contractor does not submit a fully executed Verified Report with its proposed Punch List, the ARCHITECT shall reject the Contractor's Punch List, in writing, as premature. If Substantial Completion of the PROJECT is verified by the ARCHITECT and the required Verified Report has been submitted to the DISTRICT for review, the ARCHITECT shall finalize the Punch List and notify the Contractor in writing that all Punch List items must be corrected prior to acceptance of the PROJECT and final payment, and that all Punch List items must be completed within the duration set forth in the Contract between the DISTRICT and the Contractor. The DISTRICT shall also be notified in writing of all Punch List items identified by the ARCHITECT and the Contractor. The ARCHITECT shall notify the DISTRICT when all Punch List items have been corrected by the Contractor for the DISTRICT's final acceptance of the PROJECT and final payment. In the event the Contractor fails to correct any Punch List item(s) within the duration set forth in the Contract between the DISTRICT and the Contractor, the ARCHITECT shall inform the DISTRICT of such default and provide the DISTRICT with a reasonable valuation of the cost to correct each outstanding Punch List item for deduction from the Contractor's final payment and/or retention. For purposes of this AGREEMENT, "Substantial Completion" shall mean the following four (4) conditions have been met: (1) all contractually required items have been installed with the exception of only minor and incomplete items on the Punch List; (2) All Fire/Life Safety Systems have been installed, and are working and signed off on the DSA Form 152 Inspection Card; (3) all building systems including mechanical, electrical and plumbing are functioning; and (4) the PROJECT is fit for occupancy and its intended use.

ff. Once the ARCHITECT has verified the Substantial Completion of the PROJECT, the ARCHITECT shall issue a Certificate of Substantial Completion to the Contractor and the DISTRICT. Upon the issuance of the Certificate of Substantial Completion, the ARCHITECT shall prepare and submit to DSA, Project Inspector and the DISTRICT a written Verified Report, on Form DSA 6AE, pursuant to Section 4-336 of Title 24 of the California Code of Regulations. The ARCHITECT shall also submit a signed Verified Report to DSA, Project Inspector and the DISTRICT upon any of the following events:

- (1) Work on the PROJECT is suspended for a period of more than one month;

(2) The services of the ARCHITECT are terminated for any reason prior to the completion of the PROJECT;

(3) DSA requests a Verified Report.

gg. The ARCHITECT and its consultants shall verify that all defective, deficient, or incomplete work identified in any Notice(s) of Deviation or similar notice(s) issued by the ARCHITECT, Project Inspector, Special Inspector(s), Laboratory of Record and/or any governmental agency or authority, is fully corrected and closed before the ARCHITECT approves any final Punch List by the Contractor. As part of the ARCHITECT's Basic Services under this Section, the ARCHITECT shall work with the applicable Inspectors and Special Inspectors, on the PROJECT to visually verify that each defective, deficient and/or incomplete item of work referenced in each Notice of Deviation have been rectified and closed prior to the approval of the final Punch List and the issuance of any Certificate of Substantial Completion by the ARCHITECT.

### 30. **Project Close-Out**

a. Within thirty (30) days after the completion of the PROJECT's construction and the ARCHITECT's receipt of as-built documents from the Contractor, ARCHITECT will review the as-built documents prepared by the Contractor and provide the district a reviewed set of record drawings and specifications so that include all material changes made necessary by CCD's, ICD's, change orders, RFI's, change order requests ("COR's"), Bulletins, clarifications as noted by the Contractor in its as-built documents and/or any other DISTRICT approved document which details the changes that were made to the DSA approved Construction Documents. The ARCHITECT can as an additional service incorporate such changes into a complete AutoCAD as-built file, in the original, executable, software format, and PDF files, and provide all such documents, including five (5) hard copies, to the DISTRICT. In the event the Contractor fails to provide its as-built documents within 30 days of the PROJECT's completion, the ARCHITECT shall notify the DISTRICT, in writing, of the Contractor's failure and recommend the appropriate withholding from the Contractor's final payment under the Contract with the DISTRICT.

b. The ARCHITECT shall assist the DISTRICT in securing the delivery of any and all applicable documents described in Sections c and d below, to DSA for review prior to issuance of a "Certificate of Completion." The ARCHITECT shall submit all documents prepared by, or in control of, the ARCHITECT to DSA without delay.

c. During the period the PROJECT is under construction, the ARCHITECT shall certify that the following documents have been submitted to DSA:

(1) Copies of all the necessary PIC's which have been approved and signed off by the Project Inspector for the certification by DSA; and

(2) All other documents required to be submitted to DSA in accordance with Title 24 and the Construction Oversight Process Procedure set forth in DSA's PR 13-01.

The ARCHITECT shall notify the DISTRICT, in writing, if any of the above forms are not promptly submitted to DSA by the responsible parties. If necessary, the ARCHITECT shall assist the DISTRICT in obtaining the delivery of the above documents to DSA.

d. Upon the completion of all construction, including all Punch List items, the ARCHITECT shall assist the DISTRICT in securing the delivery of the following documents to DSA:

- (1) Copy of the Notice of Completion.
- (2) Final Verified Report Form DSA-6A/E certifying all work is 100% complete from the ARCHITECT, structural engineer, mechanical engineer, and electrical engineer.
- (3) Final Verified Report Form DSA-6 certifying all work is 100% complete from the Contractor or Contractors, Project Inspector, and Special Inspector(s).
- (4) Verified Reports of Testing and Inspections as specified on the approved drawings and specifications, i.e., Final Laboratory Report, Welding, Glued-Laminated Timber, etc.
- (5) Weighmaster's Certificate (if required by approved drawings and specifications).
- (6) Copies of the signature page of all Addenda as approved by DSA.
- (7) Copies of the signature pages of all deferred approvals as approved by DSA.
- (8) Copies of the signature pages of all Revisions as approved by DSA.
- (9) Copies of the signature page of all applicable Construction Change Documents as approved by DSA.
- (10) Verification by the Project Inspector that all items noted on any "Field Trip Notes" have been corrected.

The ARCHITECT shall notify the DISTRICT, in writing, if any of the above items are not promptly submitted to the ARCHITECT and/or the DISTRICT by the responsible parties for submittal to DSA. If necessary, the ARCHITECT shall assist the DISTRICT in obtaining the above documents for delivery to DSA.

### **ARTICLE III - ADDITIONAL ARCHITECT'S SERVICES**

1. The ARCHITECT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the ARCHITECT's control or DISTRICT requested additional services ("Additional Services"). The ARCHITECT shall obtain written authorization

from the DISTRICT before rendering Additional Services. Compensation for all valid Additional Services shall be negotiated and approved in writing by the DISTRICT before such Additional Services are performed by the ARCHITECT. No compensation shall be paid to the ARCHITECT for any Additional Services that are not previously approved by the DISTRICT in writing. Additional Services may include:

- a. Making material revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of laws, rules, or regulations subsequent to the preparation and completion of the Construction Documents;
- b. Preparing drawings, specifications and other documentation and supporting data, and providing other services in connection with change orders required by causes beyond the control of the ARCHITECT which are not the result of the direct or indirect negligence, errors, or omissions on the part of the ARCHITECT;
- c. Providing consultation concerning the replacement of work damaged by fire and furnishing services required in connection with the replacement of such work;
- d. Providing services made necessary by the default of the Contractor, which does not arise directly or indirectly from negligence, errors, or omissions of ARCHITECT;
- e. If the DISTRICT requests the PROJECT be let on a segregated basis after the completion of Design Development Phase where segregation does not arise from ARCHITECT exceeding the estimated Budget constraint, then plan preparation and/or contract administration work to prepare the segregated plans is an Additional Service subject to prior negotiation and written approval by the DISTRICT;
- f. Providing contract administration services after the construction Contract time (including any Governmental Delay Float as addressed in the General Conditions of the Construction Contract with Contractor) has been exceeded through no fault of the ARCHITECT, where it is determined that the fault is that of the Contractor or owner. The ARCHITECT's compensation is expressly conditioned on the lack of fault of the ARCHITECT;
- g. Providing material revisions to documents based on DISTRICT requested changes after providing previous approval;
- h. Providing programing or educational specification services;
- i. Providing detailed cost estimates via a cost estimate consultant;
- j. Providing additional construction administration services beyond those indicated in contract including additional meeting frequency;
- k. Providing BIM documents; and
- l. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with generally accepted architectural practice.

2. If authorized in writing by the DISTRICT, the ARCHITECT shall provide one or more PROJECT representatives to assist in carrying out more extensive representation at the site than is described in Article II. The PROJECT representative(s) shall be selected, employed, and directed by the ARCHITECT, and the ARCHITECT shall be compensated therefor as agreed by the DISTRICT and ARCHITECT. Through the observations of such PROJECT representative(s), the ARCHITECT shall endeavor to provide further protection for the DISTRICT against defects and deficiencies in the work, but the furnishing of such PROJECT representation shall not modify the rights, responsibilities, or obligations of the ARCHITECT as described elsewhere in this AGREEMENT. Such services shall be negotiated and approved in writing by the DISTRICT.

#### **ARTICLE IV - DISTRICT'S RESPONSIBILITIES**

1. The DISTRICT shall provide to the ARCHITECT information regarding requirements for the PROJECT, including information regarding the DISTRICT's objectives, schedule, and budget constraints, as well as any other criteria provided by the DISTRICT.

2. Prior to the Schematic Design Phase, the ARCHITECT shall prepare a current overall budget for the PROJECT which shall include the Construction Cost budget for the PROJECT. The overall budget shall be based upon the DISTRICT's objectives, schedule, budget constraints, and any other criteria that are provided to the ARCHITECT by the DISTRICT pursuant to Article IV, Section 1, above. The DISTRICT shall approve the Construction Cost budget prepared by the ARCHITECT pursuant to this Section and this shall be the "Budget" for the PROJECT as set forth in this AGREEMENT.

3. The DISTRICT shall notify the ARCHITECT of administrative procedures required and name a representative authorized to act on its behalf. The DISTRICT shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the PROJECT. The DISTRICT shall observe the procedure of issuing any orders to Contractors only through the ARCHITECT.

4. The DISTRICT shall give prompt written notice to the ARCHITECT if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the Construction Documents. However, the DISTRICT's failure or omission to do so shall not relieve the ARCHITECT of the ARCHITECT's responsibilities under Title 21, Title 24, and the Field Act hereunder. The DISTRICT shall have no duty to observe, inspect, or investigate the PROJECT.

5. The proposed language of certifications requested of the ARCHITECT or ARCHITECT's consultants shall be submitted to the ARCHITECT for review and approval at least fourteen (14) days prior to execution.

6. The DISTRICT shall provide a topographical survey, GeoHazard report, and Hazardous Material Assessment Report, to the ARCHITECT upon request.

#### **ARTICLE V - COST OF CONSTRUCTION**

1. During the Schematic Design, Design Development, and Construction Document Phases, the ARCHITECT's estimates of Construction Cost shall be reconciled against the Budget approved by the DISTRICT pursuant to Article IV, Section 2.

2. The PROJECT's "Construction Cost," as used in this AGREEMENT, means the total cost to the DISTRICT of all work designed or specified by the ARCHITECT, which includes the total award from the initial construction Contract(s) plus the work covered by approved change orders and/or any alternates approved by the DISTRICT. The Construction Cost shall not include any costs that are not specifically referenced in this Article V, Section 2, as approved costs. Costs excluded from the Construction Cost include, but are not limited to, payments to the ARCHITECT or other DISTRICT consultants, costs of inspections, surveys, tests, and landscaping not included in PROJECT.

3. If the PROJECT is using the multiple-prime delivery method of construction, the Construction Manager's fees and/or general conditions will only be included in the total Construction Cost used to calculate the ARCHITECT's fee only if agreed upon in writing by the DISTRICT. Absent any written agreement, the Construction Manager's fees or general conditions shall not be included in the total Construction Cost used to calculate the ARCHITECT's fee.

4. When labor or material is furnished by the DISTRICT below its market cost, the Construction Cost shall be based upon current market cost of labor and new material.

5. The Construction Cost shall be the acceptable estimate of Construction Costs to the DISTRICT as submitted by the ARCHITECT until such time as bids have been received, whereupon it shall be the bid amount of the lowest responsible responsive bidder.

6. Any Budget or fixed limit of Construction Cost shall be adjusted if the bidding has not commenced within ninety (90) days after the ARCHITECT submits the Construction Documents to the DISTRICT to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the DISTRICT and the date on which bids are sought for the PROJECT.

7. If the lowest bid received exceeds the Budget by more than 15%:

a. The DISTRICT may give written approval of an increase of such fixed limit and proceed with the construction of the PROJECT;

b. The DISTRICT may authorize rebidding of the PROJECT within a reasonable time;

c. If the PROJECT is abandoned, the DISTRICT may terminate this AGREEMENT in accordance with Article VIII, Section 2;

d. The DISTRICT may request the ARCHITECT prepare, at no additional cost, deductive change packages that will bring the PROJECT within the Budget; or

e. The DISTRICT may request the ARCHITECT cooperate in revising the PROJECT scope and quality as required to reduce the Construction Cost.

8. If the DISTRICT chooses to proceed under Article V, Section 7(e), the ARCHITECT, without additional charge, agrees to redesign the PROJECT until the PROJECT is brought within the Budget set forth in this AGREEMENT. Redesign does not mean phasing or removal of parts of the PROJECT unless agreed to in writing by the DISTRICT. Redesign means the redesign of the PROJECT, with all its component parts, to meet the Budget set forth in this AGREEMENT.

#### **ARTICLE VI - ESTIMATE OF PROJECT CONSTRUCTION COSTS**

1. Estimates referred to in Article II shall be prepared on a square foot/unit cost basis, considering prevailing construction costs and including all work for which bids will be received. It is understood that the PROJECT Construction Cost is affected by the labor and/or material market as well as other conditions beyond the control of the ARCHITECT or DISTRICT.

2. The ARCHITECT shall prepare and review the ARCHITECT's estimates of Construction Cost at each phase of the ARCHITECT's services. The ARCHITECT shall provide the DISTRICT with a written evaluation of the estimates at each phase of the ARCHITECT's services. The ARCHITECT's written evaluations shall, among other things, evaluate how the estimates compare to the Budget. If such estimates are in excess of the Budget, the ARCHITECT shall revise the type or quality of construction to come within the Budget at no additional cost to the DISTRICT. The ARCHITECT's initial budget and scope limitations shall be realistic and be reviewed with the DISTRICT prior to formalization.

#### **ARTICLE VII - ARCHITECT'S DRAWINGS AND SPECIFICATIONS**

1. All documents including, but not limited to, plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer files, BIM files and/or AutoCAD files) prepared by the ARCHITECT or the ARCHITECT's consultants for this PROJECT, shall be and remain the property of the DISTRICT pursuant to Education Code section 17316 for the purposes of repair, maintenance, renovation, modernization, or other purposes as they relate to the PROJECT. The DISTRICT, however, shall not be precluded from using the ARCHITECT's or ARCHITECT's consultant's documents enumerated above for the purposes of additions, alignments, or other development on the PROJECT site.

2. In the event of reuse by DISTRICT of ARCHITECT's plans, specifications, or other documents for a project or projects other than that which is the subject of this AGREEMENT, and for which the ARCHITECT is not the architect of record, the DISTRICT agrees to indemnify, defend, and hold the ARCHITECT harmless from and against any and all claims, liabilities, suits, demands, losses, costs, and expenses, including, but not limited to, reasonable attorneys' fees accruing to, or resulting from, any and all persons, firms, or any other legal entity, on account of any damage or loss to property or persons including, but not limited to, death arising out of such use, reuse or modification of the ARCHITECT's drawings, specifications, or other documents. The DISTRICT further agrees to remove the names and seals of the ARCHITECT and the ARCHITECT's consultants from the title block and signature pages. The DISTRICT, however, may use the ARCHITECT's plans and documents as enumerated in this Article as reference documents for the purposes of additions, alignments, or other development on the PROJECT site. Prior to reuse of the ARCHITECT's documents for any project other than an addition, alignment,



or other development on the PROJECT site, the DISTRICT agrees to notify the ARCHITECT in writing of such reuse.

### **ARTICLE VIII - TERMINATION**

1. This AGREEMENT may be terminated by either PARTY upon fourteen (14) days' written notice to the other PARTY in the event of a substantial failure of performance by such other PARTY, including insolvency of the ARCHITECT, or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

2. In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records and expense reports, up until the date of the abandonment or postponement, plus any sums due the ARCHITECT for Board approved Additional Services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents, whether delivered to the DISTRICT or in the possession of the ARCHITECT. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement architect costs, shall be deducted from payments due the ARCHITECT.

3. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article VIII, Section 4, below, and ARCHITECT shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense, or liability may be claimed, requested, or recovered by ARCHITECT.

4. This AGREEMENT may be terminated without cause by the DISTRICT upon fourteen (14) days' written notice to the ARCHITECT. In the event of a termination without cause, the DISTRICT shall pay the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records and expense reports, up until the date of notice of termination plus any sums due the ARCHITECT for Board-approved Additional Services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents, whether delivered to the DISTRICT or in the possession of the ARCHITECT. In addition, ARCHITECT will be reimbursed for reasonable termination costs through the payment of 3% beyond the sum due the ARCHITECT under this Section through 50% completion of the ARCHITECT's portion of the PROJECT and, if 50% completion is reached, payment of 3% of the unpaid balance of the contract to ARCHITECT as termination cost. This 3% payment is agreed to compensate the ARCHITECT for the unpaid profit ARCHITECT would have made under the PROJECT on the date of termination and is consideration for entry into this termination for convenience clause.

5. In the event of a dispute between the PARTIES as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not

performed, the PARTIES shall attempt to resolve the dispute. Pending resolution of this dispute, ARCHITECT agrees to continue the work diligently to completion. If the dispute is not resolved, ARCHITECT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but ARCHITECT's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute after the PROJECT has been completed, and not before.

### **ARTICLE IX - ACCOUNTING RECORDS OF THE ARCHITECT**

1. Records of the ARCHITECT's direct personnel and reimbursable expenses pertaining to the services performed on this PROJECT and records of accounts between the DISTRICT and Contractor shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or his authorized representative at mutually convenient times.

### **ARTICLE X - COMPENSATION TO THE ARCHITECT**

The DISTRICT shall compensate the ARCHITECT as follows:

1. The ARCHITECT's fees for performing Additional Services related to change orders are paid as approved by the DISTRICT's Board. If a change order is approved without ARCHITECT fee, no fee will be paid to the ARCHITECT unless negotiated and approved prior to commencing the change order-related services.

2. The ARCHITECT's compensation for performing all the Basic Services required by this AGREEMENT including, but not limited to, those services detailed in Article I and II, shall be as defined in Exhibit "A" and subject to requirements of Article II.27.i. The ARCHITECT's compensation for performing all the Basic Services require by this AGREEMENT shall be disbursed on a monthly basis based on percent complete as determined by the DISTRICT according to the following phasing schedule:

Schematic Design Phase:	No more than 10% of the estimated Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid monthly based on actual level of completion
Design Development Phase:	No more than 15% of the estimated Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid monthly based on actual level of completion
Construction Docs Phase	No more than 40% of the estimated Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid monthly based on actual level of completion
DSA Approval Phase:	No more than 5% of the fixed Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid upon DSA approval of the PROJECT including incorporation and approval of any back-check comments

Bidding Phase:	No more than 3% of the fixed Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid monthly based on actual level of completion
Construction Admin. Phase:	No more than 25% of the fixed Architect Fee, as determined under Exhibit "A" to this AGREEMENT and the accepted bid, to be paid monthly based on actual level of completion
Project Close-Out Phase:	Balance of actual Architect Fee (2%) to be paid after the all the Project Close-Out Phase requirements set forth in Article II have been completed and the PROJECT is certified by DSA and the Notice of Completion has been recorded.

3. The ARCHITECT and its consultants shall maintain time sheets detailing information including, but not limited to, the name of the employee, date, a description of the task performed in sufficient detail to allow the DISTRICT to determine the services provided, and the time spent for each task. The DISTRICT and ARCHITECT may otherwise mutually agree, in writing, on alternative types of information and levels of detail that may be provided by the ARCHITECT and its consultants pursuant to this Article X.

4. The ARCHITECT shall invoice all fees and/or costs monthly for the Basic Services that are provided in accordance with this AGREEMENT from the time the ARCHITECT begins work on the PROJECT. The ARCHITECT shall submit one (1) invoice monthly to the DISTRICT detailing all the fees associated with the applicable progress to completion percentage, reimbursable expenses (if any), and Additional Services (if any) incurred for the monthly billing period. Invoices requesting reimbursement for expenses incurred during the billing period must clearly list items for which reimbursement is being requested and be accompanied by proper documentation (e.g., receipts, invoices), including a copy of the DISTRICT's authorization notice for the invoiced item(s), if applicable. Invoices requesting payment for Additional Services must reflect the negotiated compensation previously approved by the DISTRICT and include a copy of the DISTRICT's written authorization notice approving the Additional Services and the additional compensation approved by the DISTRICT. No payments will be made by the DISTRICT to the ARCHITECT for monthly invoices requesting reimbursable expenses or Additional Services absent the prior written authorization of the DISTRICT. The DISTRICT's prior written authorization is an express condition precedent to any payment by the DISTRICT for Additional Services or reimbursable expenses and no claim by the ARCHITECT for additional compensation related to Additional Services or reimbursable expenses shall be valid absent such prior written approval by the DISTRICT.

5. To the extent that the time initially established for the completion of ARCHITECT's services is exceeded or extended through no fault of the ARCHITECT, compensation for any services rendered during the additional period of time shall be negotiated and subject to the prior written approval of the DISTRICT. Assessment and collection of liquidated damages from the Contractor is a condition precedent to payment for extra services arising from Contractor-caused delays.

#### **ARTICLE XI - REIMBURSABLE EXPENSES**

1. Reimbursable expenses are in addition to compensation for basic and extra services, and shall be paid to the ARCHITECT at one and one-tenth (1.1) times the expenses incurred by the ARCHITECT, the ARCHITECT's employees and consultants for the following specified items:

a. Approved reproduction of drawings and specifications in excess of the copies provided by this AGREEMENT which includes all the sets of the Construction Documents and all progress prints; and

b. Approved agency fees.

2. Approved reimbursable expenses are estimated to be Five Thousand Dollars (\$5,000) and this amount shall not be exceeded without the prior written approval of the DISTRICT. Reimbursable expense allowance is subject to adjustment pending definition of the Phase II scope as approved by the DISTRICT.

3. Reimbursable Expenses shall not include the following specified items or any other item not specifically identified in Article XI, Section 1 above:

a. Travel expenses, unless authorized by district;

b. Check prints;

c. Prints or plans or specifications made for ARCHITECT's consultants;

d. Preliminary plans and specifications;

f. Models or mock-ups; and

4. The DISTRICT's prior written authorization is an express condition precedent to any reimbursement to ARCHITECT of such costs and expenses for items not included in Article XI, Section 1 above as an allowable reimbursable expense, and no claim for any additional compensation or reimbursement shall be valid absent such prior written approval by DISTRICT. Payment for these reimbursable expenses shall be made as set forth in Article X.

## **ARTICLE XII - EMPLOYEES AND CONSULTANTS**

1. The ARCHITECT, as part of the ARCHITECT's basic professional services, shall furnish the consultant services necessary to complete the PROJECT including, but not limited to: landscape architects; theater and acoustical consultants; structural, mechanical, electrical and civil engineers; and any other necessary design professionals and/or consultants as determined by the ARCHITECT and acceptable to the DISTRICT. All consultant services shall be provided at the ARCHITECT's sole expense. The ARCHITECT shall be responsible for the coordination and cooperation of all architects, engineers, experts or other consultants employed by the ARCHITECT. The ARCHITECT shall ensure that its engineers and/or other consultants file the required Interim Verified Reports, Verified Report and other documents that are necessary for the PROJECT's timely site observations and close-out as required by the applicable governmental agencies and/or authorities having jurisdiction over the PROJECT including, but not limited to, DSA. The ARCHITECT shall ensure that its engineers and consultants observe the construction of the PROJECT during the course of construction, at no additional cost to the DISTRICT, to maintain such personal contact with the PROJECT as is necessary to assure such engineers and

consultants that the Contractor's work is being completed, in every material respect, in compliance with the DSA approved Construction Documents (as necessary to observe work being completed in connection with each block/section of a PIC so such engineers and consultants can verify that the work does or does not comply with the DSA approved Construction Documents).

2. The construction administrator or field representative assigned to the PROJECT by the ARCHITECT shall be able to make critical PROJECT decisions in a timely manner and shall be readily available and provide by phone, facsimile, and through correspondence, design direction and decisions when the construction administrator is not at the site.

### **ARTICLE XIII – MISCELLANEOUS**

1. The ARCHITECT shall make a written record of all meetings, conferences, discussions, and decisions made between or among the DISTRICT, ARCHITECT, and Contractor during all phases of the PROJECT and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The ARCHITECT shall provide a copy of such record to the DISTRICT.

2. To the fullest extent permitted by law, ARCHITECT agrees to indemnify and hold the DISTRICT harmless from all liability arising out of:

a. Workers' Compensation and Employer's Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to ARCHITECT's employees or ARCHITECT's subcontractor's employees arising out of ARCHITECT's work under this AGREEMENT; and

b. General Liability. If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ARCHITECT, the ARCHITECT shall indemnify and hold the DISTRICT harmless from any liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law; or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the ARCHITECT or the DISTRICT, or any person, firm or corporation employed by the ARCHITECT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents, or independent Architects who are directly employed by the DISTRICT. The ARCHITECT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT (other than professional negligence covered by Section c below), its officers, agents, or employees, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the ARCHITECT, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents, or employees, in any action, suit or other proceedings as a result thereof; and

c. Professional Liability. If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ARCHITECT, the ARCHITECT shall indemnify and hold the DISTRICT harmless from any loss, injury to, death of

persons, or damage to property caused by any act, neglect, default, or omission of the ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm, or corporation, including the DISTRICT, arising out of, or in any way connected with, the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death, or damages caused by sole or active negligence, or willful misconduct of the DISTRICT. With regard to the ARCHITECT's obligation to indemnify for acts of professional negligence, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against the DISTRICT, but rather to reimburse the DISTRICT for attorneys' fees and costs incurred by the DISTRICT in defending such actions or proceedings brought against the DISTRICT that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the ARCHITECT.

d. The PARTIES understand and agree that Article XIII, Section 2, of this AGREEMENT shall be the sole indemnity, as defined by California Civil Code § 2772, between the DISTRICT and the ARCHITECT related to the PROJECT. Any other indemnity that is attached to this AGREEMENT as part of any EXHIBIT shall be void and unenforceable between the PARTIES.

e. Any attempt to limit the ARCHITECT's liability to the DISTRICT in any of the exhibits or attachments to this AGREEMENT shall be void and unenforceable between the PARTIES.

3. ARCHITECT shall purchase and maintain policies of insurance with an insurer or insurers qualified to do business in the State of California and acceptable to DISTRICT, which will protect ARCHITECT from claims which may arise out of, or result from, ARCHITECT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subconsultant, subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

a. The ARCHITECT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).

b. Commercial general and auto liability insurance, with limits of not less than TWO MILLION DOLLARS (\$2,000,000.00) combined single limit, bodily injury and property damage liability per occurrence, including:

1. Owned, non-owned, and hired vehicles;
2. Blanket contractual;
3. Broad form property damage;
4. Products/completed operations; and
5. Personal injury.

c. Professional liability insurance, including contractual liability, with limits of TWO MILLION DOLLARS (\$2,000,000.00) per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation.

d. Valuable Document Insurance. The ARCHITECT shall carry adequate insurance on all drawings and specifications as may be required to protect the DISTRICT in the amount of its full equity in those drawings and specifications, and shall file with the DISTRICT a certificate of that insurance. The cost of that insurance shall be paid by the ARCHITECT, and the DISTRICT shall be named as an additional insured.

e. Each policy of insurance required under Article XIII, Section 3(b), above, shall name the DISTRICT and its officers, agents, and employees as additional insureds; shall state that, with respect to the operations of ARCHITECT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. ARCHITECT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, the ARCHITECT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event the ARCHITECT fails to secure or maintain any policy of insurance required hereby, the DISTRICT may, at its sole discretion, secure such policy of insurance in the name of, and for the account of, ARCHITECT, and in such event ARCHITECT shall reimburse DISTRICT upon demand for the cost thereof.

f. In the event that the ARCHITECT subcontracts any portion of the ARCHITECT's duties, the ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in Article XIII, Sections 3(a), (b), (c) and (d), in amounts which are appropriate with respect to that subcontractor's part of work which shall in no event be less than \$500,000 per occurrence. The ARCHITECT shall not subcontract any portion of the ARCHITECT's duties under this AGREEMENT without the DISTRICT's prior written approval. Specification processing consultants are the only subcontractors exempt from maintaining professional liability insurance.

4. The ARCHITECT, in the performance of this AGREEMENT, shall be and act as an independent contractor. The ARCHITECT understands and agrees that the ARCHITECT and all of the ARCHITECT's employees shall not be considered officers, employees, or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled including, but not limited to, State Unemployment Compensation or Workers' Compensation. ARCHITECT assumes the full responsibility for the acts and/or omissions of the ARCHITECT's employees or agents as they relate to the services to be provided under this AGREEMENT. The ARCHITECT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security, and income taxes for the respective employees of the ARCHITECT.

5. Notices. All notices or demands to be given under this AGREEMENT by either PARTY to the other shall be in writing and given either by: (a) personal service; or (b) U.S. Mail, mailed either by registered, overnight, or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either PARTY may be changed by written notice given in accordance with the notice provisions of this Section. At the date of this AGREEMENT, the addresses of the PARTIES are as follows:

**DISTRICT:**

**Hanford Elementary School District**  
 714 N White Street  
 Hanford, CA 93230  
 Attn: David Endo  
 Telephone: (559) 585-3628  
 Email: dendo@hanfordesd.org

**ARCHITECT:**

**Teter LLP**  
 7535 N. Palm  
 Fresno, CA 93711  
 Attn: Robert Thornton  
 Telephone: (559) 437-0887  
 Email: robert.thornton@teterae.com

6. The ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, shall be prohibited from using tobacco products (smoking, chewing, etc.) on DISTRICT property at all times.

7. The ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, shall be prohibited from using profanity on DISTRICT property including, but not limited to, all school sites and this prohibition shall include, but is not limited to, all racial, ethnic and/or sexual slurs or comments which could be considered harassment.

8. Appropriate dress by the ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, is mandatory. Therefore, tank tops, cut-offs and shorts shall not be allowed. Additionally, what is written or pictured on clothing must comply with the requirements of acceptable language as set forth above in Section above.

9. During the entire term of this AGREEMENT, the ARCHITECT, if applicable, shall fully comply with the provision of Education Code section 45125.1 (Fingerprint Requirements) when it is determined that the ARCHITECT will have contact with the DISTRICT's pupils while performing any services under this AGREEMENT.

10. Nothing contained in this AGREEMENT shall create a contractual relationship with, or a cause of action in favor of, any third party against either the DISTRICT or ARCHITECT.

11. The DISTRICT and ARCHITECT, respectively, bind themselves, their partners, officers, successors, assigns, and legal representatives to the other PARTY to this AGREEMENT with respect to the terms of this AGREEMENT. ARCHITECT shall not assign this AGREEMENT.

12. This AGREEMENT shall be governed by the laws of the State of California.



13. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and ARCHITECT and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the ARCHITECT.

14. This AGREEMENT shall be liberally construed to effectuate the intention of the PARTIES with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase, or provision of this AGREEMENT, neither this AGREEMENT nor any uncertainty or ambiguity herein will be construed or resolved against either PARTY (including the PARTY primarily responsible for drafting and preparation of this AGREEMENT), under any rule of construction or otherwise, it being expressly understood and agreed that the PARTIES have participated equally or have had equal opportunity to participate in the drafting hereof.

15. The ARCHITECT is prohibited from capturing on any visual medium images of any property, logo, student, or employee of the DISTRICT, or any image that represents the DISTRICT without express written consent from the DISTRICT.

16. In accordance with Education Code section 17604, this AGREEMENT is not valid, binding, or an enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board, duly passed and adopted.

The PARTIES, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

ARCHITECT:

DISTRICT:

TETER, LLP

Hanford Elementary School District

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

### **EXHIBIT "A"**

#### **ARCHITECT'S FEE SCHEDULE (for New Construction\*)**

1. Nine percent (9%) of the first five hundred thousand dollars (\$500,000.00) of Computed Cost as defined herein Exhibit "A." (Maximum of \$45,000.00)
2. Eight and one-half percent (8 1/2%) of the next five hundred thousand dollars (\$500,000.00) of Computed Cost as defined herein Exhibit "A." (Maximum of \$42,500.00)
3. Eight percent (8%) of the next one million dollars (\$1,000,000.00) of Computed Cost as defined herein Exhibit "A." (Maximum of \$80,000.00)
4. Seven percent (7%) of the next four million dollars (\$4,000,000.00) of Computed Cost as defined herein Exhibit "A." (Maximum of \$280,000.00)
5. Six percent (6%) of the next four million dollars (\$4,000,000.00) of Computed Cost as defined herein Exhibit "A." (Maximum of \$240,000.00)
6. Five percent (5%) of the PROJECT's Computed Cost, as defined herein Exhibit "A," in excess of ten million dollars (\$10,000,000.00).

\*Computed Cost: The Computed Cost shall be the acceptable estimate of Construction Cost to the DISTRICT as submitted by the ARCHITECT until such time the final Construction Cost and Computed Cost used to determine the ARCHITECT's fee is determined in accordance with Article II.27.j.

**\*\*For the installation of portable and/or relocatable buildings, the ARCHITECT's Fee shall be determined as follows:** four percent (5%) of the cost of the factory-built portable/relocatable building(s) plus 9% the cost of all other labor and/or materials necessary to install the factory-built portable/relocatable building(s) at the PROJECT site as applied to the fee schedule detailed in items (1) through (6) above, with the exception of any costs for change orders resulting from the errors and omissions on the part of the ARCHITECT. This does not apply to pre-manufactured modular buildings which are customized and require the full DSA approval process.

If the PROJECT is using the multiple-prime delivery method of construction, the Construction Manager's fees and/or general conditions will only be included in the total Construction Cost and Computed Cost used to calculate the ARCHITECT's fee only if agreed upon in writing by the DISTRICT. Absent any written agreement, the Construction Manager's fees or general conditions shall not be included in the total Construction Cost and Computed Cost used to calculate the ARCHITECT's fee.

**EXHIBIT “A” (cont.)****ARCHITECT’S FEE SCHEDULE  
(for Reconstruction/Modernization\*)**

1. Twelve percent (12%) of the first five hundred thousand dollars (\$500,000.00) of Computed Cost as defined herein Exhibit “A.” (Maximum of \$60,000.00)
2. Eleven and one-half percent (11 1/2%) of the next five hundred thousand dollars (\$500,000.00) of Computed Cost as defined herein Exhibit “A.” (Maximum of \$57,500.00)
3. Eleven percent (11%) of the next one million dollars (\$1,000,000.00) of Computed Cost as defined herein Exhibit “A.” (Maximum of \$110,000.00)
4. Ten percent (10%) of the next four million dollars (\$4,000,000.00) of Computed Cost as defined herein Exhibit “A.” (Maximum of \$400,000.00)
5. Nine percent (9%) of the next four million dollars (\$4,000,000.00) of Computed Cost. (Maximum of \$360,000.00)
6. Eight percent (8%) of the PROJECT’s Computed Cost, as defined herein Exhibit “A,” in excess of ten million dollars (\$10,000,000.00).

**\*Computed Cost:** The Computed Cost shall be the acceptable estimate of Construction Cost to the DISTRICT as submitted by the ARCHITECT until such time the final Construction Cost and Computed Cost used to determine the ARCHITECT’s fee is determined in accordance with Article II.27.j.

If the PROJECT is using the multiple-prime delivery method of construction, the Construction Manager’s fees and/or general conditions will only be included in the total Construction Cost and Computed Cost used to calculate the ARCHITECT’s fee only if agreed upon in writing by the DISTRICT. Absent any written agreement, the Construction Manager’s fees or general conditions shall not be included in the total Construction Cost and Computed Cost used to calculate the ARCHITECT’s fee.



**TETER, LLP**  
ARCHITECTS ENGINEERS CONNECTED

Date: October 11, 2018  
Client Name: Hanford Elementary School District  
Project Name: Lincoln ES Modernization  
TETER Project No.: 18-11082

## Exhibit "B"

### **PROPOSAL FOR PROFESSIONAL SERVICES**

TETER is pleased to assist the Hanford Elementary School District with the Lincoln Elementary School Modernization. This proposal in conjunction with our contractual agreement will describe our understanding of the project, the design process, project schedule and proposed fees. We appreciate the opportunity to assist the District and are willing to discuss any questions you might have.

The current and accepted construction and project budget for this scope of work is as indicated below. (These numbers are not escalated for time of construction):

- Campus Building and Site Modernization \$ 3,000,000
  - Construction Budget \$ 3,000,000
  - Project Budget Estimate \$ 3,750,000

We are using this district provided cost information as the district approved budget and for our fee determination. The final scope of work will be determined during the design process in conjunction with the district. The final project fees will be based upon the approved cost estimates and the final construction cost.

#### **PROPOSED SCOPE OF WORK**

- (a) TETER will provide architectural, structural, mechanical, electrical, landscape and civil engineering services for these projects.

#### **ARCHITECT COMPENSATION & SCHEDULE**

##### Proposed Fees

TETER appreciates the opportunity to work on this project and the Owner's acceptance of this non-standard design and construction process. Teter has used the contract Exhibit "A" Fee Schedule (based on the previous OPSC fee schedule) and the \$3,000,000 construction budget for determining our proposed fees for this project. Based on Exhibit "A" Fee Schedule and approved construction cost estimates; our proposed fees and fee percentages are indicated below. The graduated fee schedule creates an approximate fee percentage based on the individual fees per each tier. This average fee percentage will change if the cost increases or decreases based on the Exhibit "A" schedule and district approved cost of construction.

Estimated Total Fee:	\$3,000,000	10.92%	\$327,500
Project Reimbursable Expenses*			\$5,000

Fees are based on estimated Construction Costs. Fees will be adjusted to match accurate construction amounts at the time of Bid Opening and upon construction completion.

Date: October 11, 2018  
 Client Name: Hanford Elementary School District  
 Project Name: Lincoln ES Modernization  
 TETER Project No.: 18-11082

\*Architectural Fees do not include contract allowed reimbursable expenses (such as bid set printing, DSA trip mileage, etc.). These fees are estimated to be around \$5,000 for this project.

### **Proposed Schedule**

• Authorization to Proceed	No earlier than Nov 12 <sup>th</sup> or upon receipt of Contract
• Programming/Schematic Design	6 Weeks
• District Review	1 Week
• Design Development	6 Weeks
• District Review	1 Week
• Construction Documents	8 Weeks
• DSA Review and Approval	4 Months (Estimated)
• Bidding for Overall Project	TBD
• Construction Administration	TBD

**Limitations/Exclusions** – The following services or costs are not included in the proposed fee:

- A. Costs for Environmental Site Assessments, CEQA, DTSC, etc.
- B. Costs for Topographic Surveys.
- C. Geotechnical/Geohazard Reports
- D. California Geological Survey (CGS) Reports and filing fees
- E. Costs for Archaeological surveys, Endangered Species studies or reports.
- F. Cost for redesign necessitated by owner requested changes after design approval.
- G. Costs for city or other agency fees associated with plan checking or permitting, including DSA fees for MWELo compliance review.
- H. Agency negotiations, approvals, design and documentation for handling and storage of hazardous materials and designated wastes, including but not limited to asbestos, its detection and removal.
- I. Costs for city/ county UGM fees, capital improvement fees, school fees, plan check fees, permit fees, developer fees, and any other city/ county or agency fees associated with the project.
- J. Closeout and Certification of any previous DSA projects related to this campus, which are not Certified.
- K. Any other fee or service not specifically described in this proposal.



Robert V. Thornton, Sr. Partner/Architect  
 TETER, LLP