

# Hanford Elementary School District

## REGULAR BOARD MEETING AGENDA

*Wednesday, May 26, 2021*

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

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

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

<https://www.hanfordesd.org/hesdtv>

Individuals who wish to address the Board may do so by

- Submitting an email to [public-comment@hanfordesd.org](mailto:public-comment@hanfordesd.org)
- Leaving a voice message by calling 559-585-3604 (voice message will be transcribed).

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

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

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

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

### OPEN SESSION

5:30 p.m.

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

### CLOSED SESSION

- **Personnel** *(Pursuant to Government Code 54956.9, Trustees will adjourn to Closed Session to discuss the items listed below. The items to be discussed shall be announced in accordance with Government Code Section 54954.5 and/or under Education Code Provisions)*
  - Conference with Labor Negotiators (GC 54957.6)
    - Agency Representations: J. Gabler & J. Martinez
    - Employee Organization: HETA; CSEA

### OPEN SESSION

5:50 p.m.

Take action on closed session items

- *Materials related to an item on this agenda submitted to the Board after distribution of the agenda packet are available for public inspection at the superintendent's Office located at 714 N. White Street, Hanford, CA during regular business hours.*
- *Any individual who requires disability-related accommodations or modifications, including auxiliary aides and services, in order to participate in the Board meeting should contact the Superintendent in writing.*

## **1. PRESENTATIONS, REPORTS AND COMMUNICATIONS**

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

- a) Public comments
- b) Board and staff comments
- c) Requests to address the Board at future meetings
- d) Review Dates to remember
- e) Student Recognition: Bill Wilkinson, WW Band Director, recognizing Brandon Vasquez for being named to the California Junior High All-State Honor Band

## **2. CONSENT ITEMS**

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

- a) Accept warrant listings dated May 7, 2021 and May 14, 2021.
- b) Approve minutes of the Regular Board Meeting held on May 12, 2021.
- c) Approve interdistrict transfers as recommended.
- d) Approve donation of \$25.80 from Box Tops.

## **3. INFORMATION ITEMS**

- a) Receive for information Scott Odell of Odell Planning & Research – Developer Fees (Gabler)
- b) Receive for information the Kings County Grand Jury Report – Healthcare in Kings County Public Schools (Gabler)
- c) Receive for information the Commission on Teacher Credentialing HESD Induction Accreditation Report (Colvard)
- d) Receive for information the monthly financial reports for the period of 07/01/2020-04/30/2021 (Endo)
- e) Receive for information a review on the 2020-2021 District/Board Goals (Gabler)

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

- a) Consider for approval the Expanded Learning Opportunities Grant Plan (Carlton)
- b) Consider for approval the Plan of Work with Tulare County Office of Education and Jefferson Academy (Espindola)
- c) Consider for approval the Memorandum of Understanding with Dr. Shah (McConnell)
- d) Consider for approval the Memorandum of Understanding with Family HealthCare Network (Elementary) (McConnell)
- e) Consider for approval the Memorandum of Understanding with Family HealthCare Network (Junior High) (McConnell)
- f) Consider for approval the Architectural Services Agreement with Mangini Associates, Inc. for the modernization at Roosevelt School (Potter)
- g) Consider for approval the Architectural Services Agreement with Mangini Associates, Inc. for the HVAC upgrade at Woodrow Wilson (Potter)
- h) Consider for approval the Architectural Services Agreement with Mangini Associates, Inc. for the modernization at Lee Richmond School (Potter)
- i) Consider for approval the Construction Inspection and Testing Services Agreement with RMA Geoscience for the Solar Projects at Monroe, Simas and MLK (Potter)

- j) Hear public input and consider for approval the California School Employee Association's (CSEA's) Initial Proposal for 2021-2022 Amendments to the 2020-2023 Collective Bargaining Agreement with HESD (Reopened articles). The current 3-year agreement allows for re-negotiating Article 22 Health and Welfare Benefits, Article 23 Pay and Allowances and two additional Articles each (Martinez)
- k) Hear public input and consider for approval the District's Initial Proposal for 2021-2022 Amendments to the 2020-2023 Collective Bargaining Agreement with CSEA (reopened articles). The current 3-year agreement allows for re-negotiating Article 22 Health and Welfare Benefits, Article 23 Pay and Allowances and two additional Articles each (Martinez)
- l) Consider for approval the following revised Administrative Regulation: (McConnell)
  - AR 0430 – Comprehensive Local Plan for Special Education
- m) Consider for approval the following revised Board Policy and Administrative Regulation: (McConnell)
  - BP/AR 5141.31 – Immunizations
- n) Consider for approval the following revised Administrative Regulation: (McConnell)
  - AR 6142.8 – Comprehensive Health Education
- o) Consider for approval the following revised Board Policy and Administrative Regulation: (Endo)
  - BP/AR 3311.1 – Uniform Public Construction Cost Accounting Procedures

**5. PERSONNEL (Martinez)**

a) Employment

- Kimberly Brown, LVN, Wilson – 6.0 hours, effective 05/10/21
- Tania Garcia, Bus Driver, Transportation – 4.5 hours, effective 04/26/21

Temporary Employees/Substitutes

- John Barragan, Substitute Custodian II, effective 5/10/21
- Rosalie Chavez, Substitute Yard Supervisor, effective 05/06/21
- Darius Meza, Substitute Custodian I, effective 05/10/21
- Shelby Alcaraz, Short-term Special Ed Aide – 5.0 hours, Wilson, effective 05/05/21-06/04/21
- Megan Schaub, Short-term Special Ed Aide – 5.0 hours, Monroe, effective 05/03/21 – 06/04/21
- Oscar Barron, Short-term Licensed Vocational Nurse – 3.0 hours, Lincoln, effective 05/11/21 - 05/26/21

b) Resignations

- Elizabeth Chavez, Yard Supervisor – 1.75 hours, King, effective 05/07/21
- Sarah Evans, Licensed Vocational Nurse – 5.0 hours, Richmond, effective 06/04/21
- Jeannie Fromme, Special Education Aide – 5.0 hours, Simas, effective 06/04/21
- Brooke Fuller, Teacher, Woodrow Wilson, effective 06/04/21
- Cindy Lerma Navarro, Ready Tutor – 4.5 hours, King, effective 05/21/21
- Jaime Reyes Camargo, Food Service Utility Worker – 3.5 hours, Food Services, effective 06/04/21
- Alison Vidal, Special Education Aide – 5.0 hours, Richmond, effective 06/04/21

- c) Retirement
  - Denise Hurt, Special Education Aide, Simas, effective 06/04/21
- d) Promotion
  - Sherman Royal, Custodian II – 8.0 hours, District Office, to Student Specialist – 8.0 hours, Richmond, effective 07/27/21

**6. FINANCIAL (Endo)**

- a) Consider for approval the actuarial contract for services in accordance with Government Accounting Standards Board (GASB) Statement 75
- b) Consider for adoption Resolution #25-21: 2020-2021 Budget Revision – Number 4

**ADJOURN MEETING**



## HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Board of Trustees

FROM: Joy C. Gabler

DATE: 05/17/21

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

FOR: ☒ Information – For the section: Presentations,  
Reports & Communications  
☐ Action

Date you wish to have your item considered: 05/26/21

**ITEM:** **Student Recognition:** Bill Wilkinson, WW Band Director,  
recognizing Brandon Vasquez for being named to the  
California Junior High All-State Honor Band

**PURPOSE:** Brandon Vasquez is a Woodrow Wilson 8<sup>th</sup> grade student that  
earned the distinct honor of being named the California Junior High  
All-Star Band. Brandon plays the alto sax and will perform a solo  
for the Board.

**FISCAL IMPACT:** None

**RECOMMENDATIONS:**

## HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Joy C. Gabler

FROM: David Endo

DATE: 05/17/2021

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

FOR: ☐ Information  
☒ Action

Date you wish to have your item considered: 05/26/2021

**ITEM:**

Consider approval of warrants.

**PURPOSE:**

The administration is requesting the approval of the warrants as listed on the registers dated: 05/07/21 and 05/14/21.

**FISCAL IMPACT:**

See attached.

**RECOMMENDATIONS:**

Approve the warrants.

# Warrant Register For Warrants

## Dated 05/07/2021

| Warrant Number | Vendor Number | Vendor Name   | Amount      |
|----------------|---------------|---|-------------|
| 12660127       | 4787          | AKJ WHOLESALE LLC - books   | \$2,790.32  |
| 12660128       | 4566          | ALLIED STORAGE CONTAINERS – Richmond modernization                  | \$975.98    |
| 12660129       | 7698          | JOHN BARRAGAN – reimburse tb test                                   | \$35.00     |
| 12660130       | 1690          | BATTERY SYSTEMS – materials/supplies                                | \$74.48     |
| 12660131       | 150           | BLINDS ETC. – materials/supplies                                    | \$10,617.75 |
| 12660132       | 162           | ANGEL BRAVO – reimburse-materials/supplies                          | \$200.00    |
| 12660133       | 7572          | CLASS COMPOSER INC – other services                                 | \$699.00    |
| 12660134       | 7694          | COLIMA RESTAURANT INC – materials/supplies                          | \$160.34    |
| 12660135       | 3089          | COMMITTEE FOR CHILDREN – other services                             | \$2,630.00  |
| 12660136       | 6190          | CUSTOMINK – materials/supplies                                      | \$2,450.66  |
| 12660137       | 6956          | DT CUSTOMS – service/repair   | \$160.00    |
| 12660138       | 1393          | GAS COMPANY - utilities   | \$1,347.62  |
| 12660139       | 620           | GRISWOLD LASALLE COBB DOWD – other services                         | \$2,417.50  |
| 12660140       | 3656          | HANFORD AUTO & TRUCK PARTS – materials/supplies                     | \$748.96    |
| 12660141       | 7228          | SAMANTHA HERNANDEZ – reimburse– materials/supplies                  | \$49.44     |
| 12660142       | 2528          | INDUSTRIAL PLUMBING SUPPLY – materials/supplies                     | \$1,110.32  |
| 12660143       | 5990          | KELLER FORD – materials/supplies                                    | \$294.37    |
| 12660144       | 3962          | KINGS COUNTY GLASS – services/repair                                | \$1,116.44  |
| 12660145       | 5144          | HELEN KISSLING - reimburse– materials/supplies                      | \$63.37     |
| 12660146       | 986           | LAWNMOWER MAN – materials/supplies; service/repair                  | \$270.67    |
| 12660147       | 838           | LAWRENCE TRACTOR COMPANY – materials/supplies                       | \$155.04    |
| 12660148       | 7521          | LITERACY RESOURCES LLC - books                                      | \$172.78    |
| 12660149       | 4746          | MONICA MALDONADO-HUBANKS – teacher reimburse                        | \$78.29     |
| 12660150       | 912           | MANGINI ASSOCIATES INC. – Woodrow reroof project                    | \$10,315.49 |
| 12660151       | 977           | ORAL E. MICHAM INC. – Richmond modernization                        | \$35,576.82 |
| 12660152       | 1004          | MORRISON'S SILKSCREEN – materials/supplies                          | \$689.89    |
| 12660153       | 5510          | NEWEGG.COM – materials/supplies                                     | \$189.82    |
| 12660154       | 7203          | PARADIGM HEALTHCARE SERVICES LLC.- other services                   | \$414.45    |
| 12660155       | 7280          | PUT-IN-CUPS LLC – materials/supplies                                | \$1,493.51  |
| 12660156       | 4827          | RAYMOND GEDDES & CO. INC. – materials/supplies                      | \$493.69    |
| 12660157       | 5067          | RUSSELL SIGLER INC – materials/supplies                             | \$397.25    |
| 12660158       | 7623          | SAFETYSIGN – materials/supplies                                     | \$128.61    |
| 12660159       | 3583          | SAN JOAQUIN IMPERIAL – service/repair                               | \$198.57    |
| 12660160       | 1327          | SCHOOL SPECIALTY LLC – materials/supplies                           | \$471.70    |
| 12660161       | 7682          | SCIENCE GUYS OF BALTIMORE – other services                          | \$1,250.00  |
| 12660162       | 3131          | SHERWIN-WILLIAMS CO – materials/supplies                            | \$146.60    |
| 12660163       | 1374          | SMART & FINAL STORES (HFD DO) – materials/supplies                  | \$315.06    |
| 12660164       | 1392          | SOUTHERN CALIFORNIA EDISON CO. - utilities                          | \$18,134.79 |
| 12660165       | 6785          | SPY SCREEN & IMAGE PRINTING – materials/supplies                    | \$274.50    |
| 12660166       | 1403          | STANISLAUS FOUNDATION – DENTAL – health/welfare benefits            | \$15,124.50 |
| 12660167       | 4381          | STAPLES - BUSINESS ADVANTAGE – warehouse invtry; materials/supplies | \$2,326.87  |
| 12660168       | 7092          | SUNCREST BANK – Richmond modernization                              | \$1,872.47  |
| 12660169       | 1521          | UNITED REFRIGERATION INC. – materials/supplies                      | \$388.97    |
| 12660170       | 2653          | VALLEY OXYGEN – materials/supplies                                  | \$118.14    |

**Total Amount of All Warrants:**

**\$118,940.03**



# Credit Card Register For Payments

## Dated 05/07/2021

| Document Number                                  | Vendor Number | Vendor Name                                       | Amount             |
|--|---------------|---|--------------------|
| 14030777   | 2             | A-Z BUS SALES INC – materials/supplies            | \$621.95           |
| 14030778   | 149           | BLICK ART MATERIALS – materials/supplies          | \$4,797.66         |
| 14030779   | 2103          | EDGEWOOD PRESS – materials/supplies               | \$1,017.11         |
| 14030780   | 529           | FOLLETT SCHOOL SOLUTIONS - books                  | \$3,945.44         |
| 14030781   | 5482          | FOREMOST (PROMOTIONS NOW) – materials/supplies    | \$906.83           |
| 14030782   | 539           | FRANKLIN PLANNER CORPORATION – materials/supplies | \$83.99            |
| 14030783   | 599           | GOPHER SPORT – materials/supplies                 | \$2,805.24         |
| 14030784   | 3653          | HEINEMANN PUBLISHING - books                      | \$1,002.78         |
| 14030785   | 1111          | J W PEPPER & SON INC– materials/supplies; books   | \$100.65           |
| 14030786   | 831           | LAKESHORE LEARNING MATERIALS – materials/supplies | \$1,958.24         |
| 14030787   | 854           | LIBRARY STORE INC. – materials/supplies           | \$984.27           |
| 14030788   | 1802          | MEDALLION SUPPLY – materials/supplies             | \$193.83           |
| 14030789   | 1071          | ORIENTAL TRADING CO. INC. – materials/supplies    | \$545.30           |
| 14030790   | 2524          | ROCHESTER 100 INC. – materials/supplies           | \$925.00           |
| 14030791   | 3849          | SCHOLASTIC BOOK CLUBS - books                     | \$335.69           |
| 14030792   | 1313          | SCHOLASTIC TEACHERS STORE - books                 | \$1,338.93         |
| 14030793   | 1326          | SCHOOL SERVICES OF CALIF. INC. -travel/conference | \$585.00           |
| 14030794   | 1350          | SIGN WORKS – materials/supplies                   | \$443.43           |
| <b>Total Amount of All Credit Card Payments:</b> |               |   | <b>\$22,591.34</b> |



# Warrant Register For Warrants

## Dated 05/14/2021

| Warrant Number | Vendor Number | Vendor Name  | Amount       |
|----------------|---------------|--|--------------|
| 12660597       | 6271          | MARIBEL AGUILERA – materials/supplies                          | \$27.87      |
| 12660598       | 6431          | AMAZON.COM – materials/supplies                                | \$11,499.81  |
| 12660599       | 59            | ARAMARK UNIFORM & CAREER – other services                      | \$3,096.41   |
| 12660600       | 59            | ARAMARK UNIFORM & CAREER – other services                      | \$169.62     |
| 12660601       | 6253          | AT&T – telephone communciations                                | \$140.25     |
| 12660602       | 7598          | JOSE CASTELLANOS – mileage reimbursement                       | \$42.71      |
| 12660603       | 7062          | YADIRA CASTREJON GRANADOS - reimburse – materials/supplies     | \$50.55      |
| 12660604       | 1667          | CDW GOVERNMENT INC. – materials/supplies                       | \$232.99     |
| 12660605       | 405           | DASSEL'S PETROLEUM INC. – materials/supplies                   | \$5,739.96   |
| 12660606       | 405           | DASSEL'S PETROLEUM INC. – materials/supplies                   | \$278.73     |
| 12660607       | 5786          | DOCUMENT TRACKING SERVICES – other services                    | \$8,019.00   |
| 12660608       | 3682          | FASTENAL – materials/supplies                                  | \$62.59      |
| 12660609       | 1769          | FRESNO PRODUCE – food services- food                           | \$13,544.03  |
| 12660610       | 7699          | EVELYN GALVAN -reimburse– materials/supplies                   | \$95.62      |
| 12660611       | 1393          | GAS COMPANY - utilities  | \$1,677.44   |
| 12660612       | 591           | GOLD STAR FOODS – food services - food                         | \$6,096.16   |
| 12660613       | 632           | CITY OF HANFORD - utilities                                    | \$15,835.14  |
| 12660614       | 7702          | AMY HERNANDEZ LANDRITH - - milage reimbursement                | \$640.71     |
| 12660615       | 2188          | THE HOME DEPOT PRO – materials/supplies                        | \$3,470.70   |
| 12660616       | 5264          | HOUGHTON MIFFLIN HARCOURT – textbooks/books/materials/supplies | \$4,527.78   |
| 12660617       | 6573          | IXL LEARNING – warehouse inventory                             | \$1,800.00   |
| 12660618       | 7056          | JH TACKETT MARKETING– materials/supplies                       | \$2,894.46   |
| 12660619       | 779           | KEENAN & ASSOC. CPIC – health/welfare benefits                 | \$5,445.00   |
| 12660620       | 778           | KEENAN & ASSOC. MED. EYE SERV. – health/welfare benefits       | \$10,181.18  |
| 12660621       | 7457          | KG COMMUNICATIONS INC. – other services                        | \$1,174.45   |
| 12660622       | 5206          | KINGS COUNTY OFFICE OF EDUCATION – dues/memberships            | \$200.00     |
| 12660623       | 808           | KINGS WASTE & RECYCLING - utilities                            | \$161.66     |
| 12660624       | 808           | KINGS WASTE & RECYCLING - utilities                            | \$733.60     |
| 12660625       | 6224          | LAWSON PRODUCTS INC – materials/supplies                       | \$239.79     |
| 12660626       | 4629          | LOWE'S OF HANFORD – materials/supplies                         | \$995.00     |
| 12660627       | 7703          | AUDUSSIE MARTINEZ – reimburse – other services                 | \$12.95      |
| 12660628       | 7705          | DARIUS MEZA – reimburse - other services                       | \$35.00      |
| 12660629       | 7686          | VERONICA MORALES – mileage reimbursement                       | \$93.11      |
| 12660630       | 1002          | MORGAN & SLATES INC. – materials/supplies                      | \$43.55      |
| 12660631       | 1018          | MYRON CORP – materials/supplies                                | \$1,437.41   |
| 12660632       | 1021          | NASCO – materials/supplies                                     | \$2,137.92   |
| 12660633       | 7701          | EMMANUEL OLIVERA – mileage reimbursement                       | \$1,337.47   |
| 12660634       | 5111          | P & R PAPER SUPPLY COMPANY INC – materials/supplies            | \$2,160.13   |
| 12660635       | 7566          | MARIA PLACENCIA – mileage reimbursement                        | \$439.34     |
| 12660636       | 1168          | PRODUCERS DAIRY PRODUCTS -food services - food                 | \$13,584.58  |
| 12660637       | 1285          | SAFETY-KLEEN SYSTEMS INC. – materials/supplies                 | \$1,407.33   |
| 12660638       | 1303          | SAVE MART SUPERMARKETS – food services - food                  | \$3.99       |
| 12660639       | 1327          | SCHOOL SPECIALTY LLC - textbooks                               | \$88.28      |
| 12660640       | 3743          | SHRED-IT USA – FRESNO - services                               | \$215.60     |
| 12660641       | 7644          | SIERRA SANITATION INC – services/repair                        | \$677.11     |
| 12660642       | 1367          | SISC III – health/welfare benefits                             | \$588,398.00 |
| 12660643       | 1801          | SMART & FINAL STORES (HFD KIT) – food services - food          | \$202.51     |
| 12660644       | 7700          | BETH SNOW -mileage reimbursement                               | \$238.66     |

**Warrant Register For Warrants  
Dated 05/14/2021**

| <b>Warrant Number</b>                | <b>Vendor Number</b> | <b>Vendor Name</b>                                       | <b>Amount</b>       |
|--------------------------------------|----------------------|--|---------------------|
| 12660645                             | 1403                 | STANISLAUS FOUNDATION – DENTAL – health/welfare benefits | \$25,899.30         |
| 12660646                             | 1466                 | TERMINIX INTERNATIONAL - services                        | \$386.00            |
| 12660647                             | 5946                 | THE HARTFORD – health/welfare benefits                   | \$1,220.21          |
| 12660648                             | 1504                 | TURF STAR INC. – materials/supplies                      | \$61.89             |
| 12660649                             | 1610                 | WHITE'S MUSIC CENTER – materials/supplies                | \$3,753.75          |
| 12660650                             | 1619                 | WILBUR-ELLIS COMPANY LLC – materials/supplies            | \$1,092.88          |
| <b>Total Amount of All Warrants:</b> |                      |  | <b>\$744,000.18</b> |





# Credit Card Register For Payments

## Dated 05/14/2021

| Document Number                                  | Vendor Number | Vendor Name  | Amount             |
|--|---------------|--|--------------------|
| 14030841   | 3599          | 4IMPRINT INC – materials/supplies                  | \$802.95           |
| 14030842   | 415           | DELRAY TIRE & RETREADING INC. – services/repair    | \$172.05           |
| 14030843   | 509           | EWING IRRIGATION PRODUCTS – materials/supplies     | \$1,792.70         |
| 14030844   | 4514          | HUBERT COMPANY– materials/supplies                 | \$94.23            |
| 14030845   | 1111          | J W PEPPER & SON INC - books                       | \$409.69           |
| 14030846   | 831           | LAKESHORE LEARNING MATERIALS – materials/supplies  | \$4,449.46         |
| 14030847   | 886           | LRP PUBLICATIONS INC. – other services             | \$1,373.00         |
| 14030848   | 1184          | PROGUARD SERVICE & SOLUTIONS– materials/supplies   | \$984.13           |
| 14030849   | 1214          | REALLY GOOD STUFF – materials/supplies             | \$1,174.20         |
| 14030850   | 3849          | SCHOLASTIC BOOK CLUBS - books                      | \$4,647.98         |
| 14030851   | 1315          | SCHOLASTIC INC. – books                            | \$150.38           |
| 14030852   | 1313          | SCHOLASTIC TEACHERS STORE – books                  | \$1,840.13         |
| 14030853   | 1326          | SCHOOL SERVICES OF CALIF. INC. – travel/conference | \$275.00           |
| <b>Total Amount of All Credit Card Payments:</b> |               |  | <b>\$18,165.90</b> |



**Hanford Elementary School District**  
***Minutes of the Regular Board Meeting***  
***May 12, 2021***

Minutes of the Regular Board Meeting of the Hanford Elementary School District Board of Trustees on May 12, 2021 at the District Office Board Room, 714 N. White Street, Hanford, CA.

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

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

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

- Student Discipline pursuant to Education Code section 48918
- Conference with Labor Negotiators (GC 54957.6)
- Public Employee Performance Evaluation (GC 54957) – Superintendent

**Open Session** Trustees returned to open session at 6:11 p.m.

**Case #21-02** Trustees Revious move to accept the Findings of Facts and expel Case #21-02 for the remainder of the 2020-21 school year for violation of Education Code 48900 and/or 48915 as determined by the Administrative Panel at hearings held on May 10, 2021. Parents may apply for readmission on or after June 4, 2021. Trustee Strickland seconded; motion carried 5-0:

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

**Case #21-03** Trustees Revious move to accept the Findings of Fact and administratively place Case #21-03 at Community Day School for the remainder of the 2020-21 school year for violation of Education Code 48900 and/or 48915 as determined by the Administrative Panel at hearings held on May 10, 2021. Trustee Hernandez seconded; motion carried 5-0:

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

**Labor Negotiators** No action was taken by the Board.

|                                      |   |
|--------------------------------------|---|
| <b>Employee Evaluation</b>           | No action was taken by the Board.   |
| <b>Public Comments</b>               | None  |
| <b>Board and Staff Comments</b>      | None  |
| <b>Requests to Address the Board</b> | None  |
| <b>Dates to Remember</b>             | President Garcia reviewed dates to remember: May 19 <sup>th</sup> – Employee Recognition Event; May 26 <sup>th</sup> – Regular Board Meeting; May 31 <sup>st</sup> - Holiday. |

### **CONSENT ITEMS**

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

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

Trustee Revious then made a motion to approve consent items “a” through “b”. Trustee Garner seconded; motion carried 5-0:

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

The items approved are as follows:

- a) Warrant listings dated April 21, 2021; April 23, 2021 and April 30, 2021.
- b) Minutes of the Regular Board Meeting held on April 28, 2021.

### **INFORMATION ITEMS**

|                             |   |
|-----------------------------|---|
| <b>HESD 2021-2022 Plans</b> | <ol style="list-style-type: none"> <li>a) Joy Gabler, Superintendent, presented for information the Hanford Elementary School District 20201-2022 Plans. HESD will return to full-day in-person instruction for the upcoming school year. The first day of school is August 10, 2021. HESD will continue to follow all guidance provided by the Centers for Disease Control (CDC), the California Department of Public Health (CDPH), the California Division of Occupational Safety and Health (Cal/OSHA) and the Kings County Department of Public Health (KCDPH). Updated guidance for the new school year is anticipated before school starts. HESD’s COVID-19 Prevention Plan</li> </ol> |
|-----------------------------|---|

(CPP) along with COVID-19 information can be found on the district website at <https://www.hanfordesd.org/hesd-covid-19-dashboard-resources>

## **COVID-19 Funding Resources**

- b) Joy Gabler, Superintendent, presented for information the COVID-19 Funding Resources. Superintendent Gabler shared with the Board a detailed spreadsheet prepared by David Endo, Chief Business Official. Mr. Endo's detailed spreadsheet provides information on the nine one-time Federal and State funding resources the district will be receiving to support COVID-19 efforts and along with a full return to in-person instruction. In total the district will receive \$38,525,897.00. Each funding source has an ending date at which time the funds must be spent – the spending deadlines range from May 2021 to the last one being September of 2024. Input on use of the funds were solicited from both HETA and CSEA along with our HESD Parent Advisory Group (PAC) and HESD District English Learner Advisory Committee (DELAC) as well as the HESD Management Team. Funds will be used to hire additional teachers, provide targeted tutorials for students, Summer School, Counselors, Psychologists, Educational Tutors, cleaning/disinfectant supplies, HVAC/air purification systems, picnic tables and shade structures and technology items to name a few.

David Goldsmith, Chief Technology Officer, gave an update on the improvements made to the Kings County LTE which provides internet services to students

Jill Rubalcava, Assistant Superintendent of Curriculum, Instruction & Professional Development, gave an update on the status of HESD Summer School.

Jay Strickland, Director of Child Welfare & Attendance, presented a duffle bag that was put together by Samantha Hernandez, Social Worker. The duffle bag is for HESD's foster students and it includes items that they can take with them when getting new placements.

## **Expanded Learning Opportunities Grant Plan**

- c) Doug Carlton, Director of Program Development, Assessment & Accountability, presented for information the Expanded Learning Opportunities Grant Plan. Doug presented the Board with a written grant plan. It is also available on our public website. These funds are to provide supplemental instruction and support for social and emotional well-being to students. This plan also specifies input from stakeholder parent groups and it details where funds will be spent to support students.

## **CSEA's Initial Proposal**

- d) Jaime Martinez, Assistant Superintendent to Human Resources, presented for information the California School Employees Association's (CSEA's) initial proposal for 2021-2022 amendments to the 2020-2023 Collective Bargaining Agreement between HESD and CSEA (reopened articles).

## **HESD's Initial Proposal**

- e) Jaime Martinez, Assistant Superintendent to Human Resources, presented for information the District's Initial Proposal to CSEA for 2021-2022 amendments to the 2020-2023 Collective Bargaining Agreement between HESD and CSEA (reopened articles).

- AR 0430** f) Karen McConnell, Assistant Superintendent of Special Services, presented for information the following revised Administrative Regulation:
- AR 0430 – Comprehensive Local Plan for Special Education
- BP 6142.8** g) Karen McConnell, Assistant Superintendent of Special Services, presented for information the following revised Board Policy:
- BP 6142.8 – Comprehensive Health Education
- BP/AR 5141.31** h) Karen McConnell, Assistant Superintendent of Special Services, presented for information the following revised Board Policy and Administrative Regulation:
- BP/AR 5141.31 – Immunizations
- BP/AR 3311.1** i) David Endo, Chief Business Official, presented for information the following revised Board Policy and Administrative Regulation:
- BP/AR 3311.1 – Uniform Public Construction Cost Accounting Procedures

### **BOARD POLICIES AND ADMINISTRATION**

- Odell Planning & Research, Inc.** a) Trustee Strickland made a motion to approve the consultant contract with Odell Planning & Research, Inc to provide Trustee area boundary adjustment services. Trustee Revious seconded; motion carried 5-0:
- Garcia – Yes
  - Garner – Yes
  - Hernandez – Yes
  - Revious – Yes
  - Strickland – Yes
- Paradigm Healthcare Services** b) Trustee Revious made a motion to approve the services agreement with Paradigm Healthcare Services to submit claims for the District and provide support as needed. Trustee Hernandez seconded; motion carried 5-0:
- Garcia – Yes
  - Garner – Yes
  - Hernandez – Yes
  - Revious – Yes
  - Strickland – Yes
- Surplus Items** c) Trustee Revious made a motion to approve the declaration of surplus items that no longer have useful purpose. Trustee Garner seconded; motion carried 5-0:
- Garcia – Yes
  - Garner – Yes
  - Hernandez – Yes
  - Revious – Yes
  - Strickland – Yes
- Conscious Teaching** d) Trustee Strickland made a motion to approve the consultant contract with Conscious Teaching to provide professional development for new teachers on July 29<sup>th</sup>. Trustee Revious seconded; motion carried 5-0:
- Garcia – Yes

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

**BP 4221.4**

- e) Trustee Garner made a motion to approve the revised Board Policy 4221.4 – Yard Supervisor. Trustee Hernandez seconded; motion carried 5-0:  
 Garcia – Yes  
 Garner – Yes  
 Hernandez – Yes  
 Revious – Yes  
 Strickland – Yes

**PERSONNEL**

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

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

Trustee Strickland then made a motion to approve Personnel items “a” through “g”. Trustee Hernandez seconded; the motion carried 5-0:

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

***Item “a” –  
Employment***

The following items were approved:  
Certificated; effective 8/5/2021

- Miguel Acosta, Teacher, Probationary
- Cassondra Barrett, Teacher, Probationary
- Rachel Beer, Intern Teacher, Probationary
- Ashley Brown, Intern Teacher, Probationary
- Kelcie Dowd, Intern Teacher, Probationary
- Marissa Faccinto, Intern Teacher, Probationary
- David Florendo, Teacher, Probationary
- Jeanne Fromme, Special Education Intern Teacher, Probationary
- Christabel Guerrero, Teacher, Probationary
- Bethany Hanke, Teacher, Probationary
- Esmeralda Jimenez Morales, Teacher, Probationary
- Rachel Manes, Intern Teacher, Probationary
- Lisa Marroquin, Intern Teacher, Probationary
- Melissa Martinez, Special Education Intern Teacher, Probationary
- Christina Medina, Teacher, Probationary



- Nichole Mercado, Special Education Intern Teacher, Probationary
- Brenda Naranjo, Intern Teacher, Probationary
- Alicia Ramirez, Intern Teacher, Probationary
- Cassandra Sandoval, Teacher, Probationary
- Melissa Tracy, Teacher, Probationary

***Item "b" –  
Resignations***

- Rosa Garcia, 4.5 hour Ready Tutor, Lincoln, effective 04/23/2021
- Diana Kelly, Teacher, Washington, effective 06/04/2021

***Item "c" –  
Retirement***

- Debra Colvard, Director of Curriculum & Instruction, effective 06/30/2021

***Item "d" –  
Promotion***

- Jessica Castro, from Ready Tutor – 4.5 hours, Roosevelt, to Substitute Telephone Clerk – 8.0 hours, HR, effective 05/10/21

***Item "e" –  
Transfers  
(Voluntary)***

- Frank "Roman" Gonzales, from Student Specialist – 8.0 Hours, Lincoln, to Student Specialist – 8.0 Hours, Hamilton, effective 05/03/2021
- Stephanie Llamas, from Bilingual Clerk Typist II – 8.0 Hours, Kennedy, to Bilingual Clerk Typist II – 8.0 Hours, Hamilton, effective 05/03/2021
- Florita Magallon, from Bilingual Student Specialist – 8.0 hours, Richmond, to Bilingual Student Specialist – 8.0 hours, Lincoln, effective 05/04/2021

***Item "f" –  
Temporary Out  
of Class  
Assignment***

- Sherman Royal, from Custodian II – 8.0 hours, District Office, to Student Specialist – 8.0 hrs., Richmond, effective 05/04/21-06/11/21

***Item "g" –  
Short-Term  
Employment***

**CERTIFICATED STAFF SUMMER PROGRAMS**

Certificated Nursing Services for Summer Programs – June 10 – July 16, 2021 5.5 -6. Hours/Day

- Cara Cummings, School Nurse, effective 6/10/21 – 6/18/21 (7 days)
- Kayla Dupree, School Nurse, effective 6/28/21 – 7/2/21 (5 days)
- Tara Keeton, School Nurse, effective 7/6/21 – 7/9/21 (4 days)
- Kathleen Salyer, School Nurse, effective 7/13/21 – 7/16/21 (4 days)
- LeAnn Williamson, School Nurse, effective 6/21/21 – 6/25/21 (5 days)

Special Education Extended School Year, Monroe School

June 14, 2021 – July 2, 2021, 4.5 Hours/Day

- Maribel Santiago, Teacher, preparation days 06/10/21-06/11/21 and instructional days 06/14/21-07/02/21.

Summer Tutoring Program

June 22, 2021 - July 16, 2021 – Tuesday through Friday, 5 Hours/Day

Preparation days 06/17/21-06/21/21; instructional days 06/22/21-07/16/21 (Tuesday through Friday).

**Hamilton School**

- Lindsay Hastings, Summer School Administrator, July 6-9, July 13-16
- Cynthia Pursell, Summer School Administrator, June 17-25, June 29-July 2
- Gabriel DeLeon, 1st Grade Teacher
- Tracy Ryan, 1st Grade Teacher

- Rachel Scott, 1st Grade Teacher
- Melissa Cunha, 2nd Grade Teacher
- Priscilla Garivay, 2nd Grade Teacher
- Emily Lastiri, 2nd Grade Teacher
- Nina Schaffer, 2nd Grade Teacher
- Tamra Garcia, 3rd Grade Teacher
- Jordan Jackson, 3rd Grade Teacher
- Kelley Mayfield, 3rd Grade Teacher
- Josie Cavanaugh, 4th Grade Teacher
- Shannon Loewen, 4th Grade Teacher
- Alexis Farrar, 5th Grade Teacher
- Madison Pollard, 5th Grade Teacher
- Laura McCarty, 6th Grade Teacher
- Roberta Vasquez, 6th Grade Teacher

### **John F. Kennedy Junior High School**

- Cristy Goins, Summer School Administrator
- Jacquelyn Doyel, 7th Grade Math Teacher
- Jeana Navarro, 7th Grade ELA Teacher
- Jody Patton, 7th Grade ELA Teacher
- April Silva, 7th Grade Math Teacher
- Greg Brown, 8th Grade Math Teacher
- Damien Juarez, 8th Grade ELA Teacher
- Paul Raymond, 8th Grade ELA Teacher
- Jennifer Wittus, 8th Grade Math Teacher

### **Jefferson School**

- Javier Espindola, Summer School Administrator
- Eva Gonzalez, 2nd Grade Teacher
- Beatriz Huizar, 1st Grade Teacher
- Sharon Ramseier-Williams, 1st/2nd Grade Teacher
- Maria Lawson, 3rd Grade Teacher
- Karina Ramirez-Padilla, 4th Grade Teacher
- Cindy Stowe, 5th Grade Teacher
- Juan Padilla, 6th Grade Teacher
- Roxana Rodriguez, 6th Grade Teacher
- Jamee Serrato, 7th Grade Teacher
- Oswaldo Vasquez, 7th Grade Teacher
- Blanca Alvarado Cabrera, 8th Grade Teacher
- Deborah Arnold, 8th Grade Teacher

### **Lincoln School**

- Jason Brasil, Summer School Administrator
- Ariela Dzerigian, 1st Grade Teacher
- Samantha Javaux, 1st Grade Teacher
- Helen Kissling, 1st Grade Teacher
- Kathryn Yarbrough, 1st Grade Teacher
- Kristina Baldwin, 2nd Grade Teacher
- Ruth Hernandez, 2nd Grade Teacher
- John Porras, 2nd Grade Teacher

- Taryn Schreckengost, 2nd Grade Teacher
- Sara DeCuir, 3rd Grade Teacher
- Ashley Pond, 3rd Grade Teacher
- Anthony Porras, 3rd Grade Teacher
- Frederick Williams, 3rd Grade Teacher
- Marissa Henderson, 4th Grade Teacher
- Stephanie Parks, 4th Grade Teacher
- Breanna Young, 4th Grade Teacher
- Crystal Foster, 5th Grade Teacher
- Annise Magpayo, 5th Grade Teacher
- Elizabeth Sanchez, 5th Grade Teacher
- Anjali Fry, 6th Grade Teacher
- Lindsay Howell, 6th Grade Teacher
- Monica Ramos, 6th Grade Teacher

### **Monroe School**

- Oscar Tafolla, Summer School Administrator
- Jana Jasso, 1st Grade Teacher
- Shelby McWells, 1st Grade Teacher
- Jacqueline Monzon, 1st Grade Teacher
- Maria Porras, 1st Grade Teacher
- Audree Mercado, 2nd Grade Teacher
- Shannon Shuklian, 2nd Grade Teacher
- Gina Young, 2nd Grade Teacher
- Nicole Cartledge, 3rd Grade Teacher
- Jessica Gonzales, 3rd Grade Teacher
- Teresa Niblett, 3rd Grade Teacher
- Jody Noji, 3rd Grade Teacher
- Scott Baldwin, 4th Grade Teacher
- Peggy Noble, 4th Grade Teacher
- Omar Fierro, 5th Grade Teacher
- Jaimie Richmond, 5th Grade Teacher
- Elizabeth Mederos, 6th Grade Teacher
- Janell Ortega, 6th Grade Teacher

### **FINANCIAL**

#### **Kings County Treasurer's Quarterly Compliance**

- a) Trustee Garner made a motion to approve the Kings County Treasurer's Quarterly Compliance Report ending on March 31, 2021 with an interest rate of 0.7371%. Trustee Hernandez seconded; motion carried 5-0:
- Garcia – Yes
  - Garner – Yes
  - Hernandez – Yes
  - Revious – Yes
  - Strickland – Yes

- b) Trustee Revious made a motion to approve the contract for estimating services for the Martin Luther King Jr. new classroom project. Trustee Strickland seconded; motion carried 5-0:

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

**Adjournment**      There being no further business, President Garcia adjourned the meeting at 6:56 p.m.

Respectfully submitted,

Joy C. Gabler,  
Secretary to the Board of Trustees

Approved:

\_\_\_\_\_  
Robert Garcia, President

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

| No    | A/D | Sch Req'd | Home Sch | Date      |
|-------|-----|-----------|----------|-----------|
| I-256 | A   | Wilson    | Lemoore  | 5/14/2021 |
| I-257 | A   | Roosevelt | Lemoore  | 5/14/2021 |
| I-258 | A   | Simas     | Armona   | 5/14/2021 |

| No    | A/D | Sch Req'd | Home Sch | Date      |
|-------|-----|-----------|----------|-----------|
| O-165 | A   | Lemoore   | Kennedy  | 5/14/2021 |
| O-166 | A   | Armona    | Kennedy  | 5/14/2021 |

## HANFORD ELEMENTARY SCHOOL DISTRICT

**Agenda Request Form**

**TO:** Joy Gabler

**FROM:** Lindsey Calvillo

**DATE:** 5/14/2021

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

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

Date you wish to have your item considered: May 26, 2021

**ITEM:** Consider approval of donations for \$25.80 to Lee Richmond from:  
• Box Tops

**PURPOSE:** To be used for purchase of instructional supplies for the 2020-2021  
School Year

**FISCAL IMPACT:**

0100-1100-01110-1000-430000-025-0000

**RECOMMENDATION:** Approve donation.

## HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Board of Trustees

FROM: Joy C. Gabler

DATE: 05/17/21

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

FOR: ☒ Information  
☐ Action

Date you wish to have your item considered: 05/26/21

**ITEM:** Scott Odell of Odell Planning & Research – Information on Developer Fees

**PURPOSE:** Mr. Odell will provide information on Developer Fees.

**FISCAL IMPACT:**

**RECOMMENDATIONS:**

## HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Board of Trustees

FROM: Joy C. Gabler

DATE: 05/17/21

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

FOR: ☒ Information  
☐ Action

Date you wish to have your item considered: 05/26/21

**ITEM:** Kings County Grand Jury Report – Healthcare in Kings County Public Schools

**PURPOSE:** The Kings County Grand Jury requested information on the healthcare provided to students at John F. Kenney Junior High School. The JFK health team including Registered Nurse Tara Keaton, Licensed Vocational Nurse James Camacho & Assistant Superintendent Karen McConnell met with the Grand Jury on Monday, March 15, 2021. The Grand Jury compared local school nursing within a large district with a small elementary district. Attached is a copy of the Grand Jury Report that was delivered to the District.

**FISCAL IMPACT:**

**RECOMMENDATIONS:**





**COUNTY OF KINGS  
GRAND JURY**

P.O. Box 1562  
Hanford, CA 93232  
Office: 449 C Street  
Lemoore, CA 93245  
[grand.jury@co.kings.ca.us](mailto:grand.jury@co.kings.ca.us)  
(559) 852-2892

## AGENCY TRANSMITTAL FORM

I hereby acknowledge receipt of: Healthcare in Kings County Public School

This report may be published after two working days of receipt.

This copy is received by: Hanford Elementary School  
District Board of Trustees

Print Name:

Joy Gabler

Signature:

Joy Gabler

Title / Position:

Superintendent

Month/Day/Year:

5/12/21

Time: 12:30 p.m.

Grand Jury Witness: Renee Bront

Grand Jury Witness: D. Adale

## HEALTHCARE IN KINGS COUNTY PUBLIC SCHOOLS

April 28, 2021

### SUMMARY

The Kings County school system consists of 28,000 students, 13 school districts and an Office of Education. Hanford Elementary School District was compared with Kings River Hardwick Elementary School District to compare health delivery within the districts. Both districts have robust COVID-19 surveillance activities and preventative procedures in place which have been approved by the Kings County Health Department. The Grand Jury was particularly interested in daily activities of the health units irrespective of the pandemic.

While both districts have school nurse-to-student ratios better than the State of California's average, the sharing of one school nurse from Kings County Office of Education between four widely separated small rural school districts, which includes Kings River Hardwick Elementary School, is a potential problem in the event of an emergency.

### BACKGROUND

School nurses have been a part of the public school education system since 1902, contributing to public health in the control of early epidemics and pandemics that included children. By the 1950's, most schools had a nurse that attended to the health needs of students by helping the control of childhood disease such as mumps, measles, rheumatic fever, chickenpox, polio, whooping cough and other common diseases such as tuberculosis. In the 1970's, laws were enacted that established the rights of all students, even those with significant health needs, to attend public schools. This was offset in California by the passage of Proposition 13 in 1978 which effectively limited property taxes, a major source of school funding. Many schools eliminated the school nurse altogether, with children with disabilities being assigned to a specific "special school". The result was that children needing medication received that medication from the office staff, or a parent was required to come to the school to administer the medication. Many lawsuits ensued, especially concerning students with diabetes requiring the administration of insulin and associated blood testing for glucose levels. Funding, or the lack of it, was the reason given for the inability to hire a school nurse for every school.

The Affordable Care Act, passed in 2010, gave California the opportunity to expand its MediCal system to cover certain services provided by schools. In 2013, the funding of schools changed in a significant way with the passage of the Local Control Funding Formula (LCFF) and also required school districts and charter schools to adopt a Local Control and Accountability Plan (LCAP). Hanford Elementary School District used this mechanism to increase funding for school health staffing.

The lawsuit over the administration of insulin in schools, *American Nurses Association et al, vs Tom Torlakson as Superintendent, etc., et al* was finally settled and filed in the Supreme Court of California on August 12, 2013. The result was a greater understanding from all sides about the important issues around the unlicensed personnel providing more and more complex care to students who have a right to attend public school. The other issue was who oversees the health of these students if not Credentialed School Nurses (CSNs). While the lawsuit was pending, (2005-2013), hearings were held and Licensed Vocational Nurses (LVNs) were identified as the best alternative to assist the school nurse because of nursing education and licensed status with Certified Nursing Assistants (CNAs) being a less desirable alternative due to their limited education and unlicensed status. Thus, many school districts now hire various combinations of CNAs, LVNs, Registered Nurses (RNs) and CSNs. LVNs and CNAs always work under the supervision of RNs or physicians.

Another development occurring in the early 2000s was the realization that California did not have enough bachelor prepared nurses let alone nurses with masters degrees. This resulted in the development of RN to Bachelor of Science Nursing (BSN) or Masters of Science Nursing (MSN) programs. Certification as a school nurse now requires a BSN, completion of an approved school nurse program, two years of successful experience as a school nurse and passing a national exam. RNs hired as a school nurse have five years to complete their credential. Holders of the school nurse credential are authorized to perform the following services:

- Conduct immunization programs pursuant to California Educational Code, Section 49403, of the California Code of Regulations
- Assess and evaluate the health and developmental status of pupils
- Interpret the health and developmental assessment to parents, teachers, administrators, and other professionals directly concerned with the pupil
- Design and implement individual student health maintenance plans, incorporating plans directed by a physician
- Refer the pupil and parent or guardian to appropriate community resources for necessary services
- Maintain communication with parents and all involved community practitioners and agencies to promote needed treatment and secure reports of findings pertinent to educational planning
- Interpret medical and nursing findings appropriate to the student's individualized education program and make recommendations to professional personnel directly involved
- Consult with, conduct in-service training for, and serve as a resource person to teachers and administrators
- Develop and implement the health education curriculum
- Act as a participant in implementing a comprehensive health instruction curriculum for students
- Counsel and assist pupils and parents in health-related and school adjustment services
- Teach health-related subjects under the supervision of a classroom teacher

The National Association of School Nurses (NASN) recommends a multi-tiered approach to determine the ratio of credentialed school nurses to students needed for a particular school or district. Factors to be taken in consideration are the number of students with chronic health conditions such as asthma, diabetes, and obesity, acuity of students served, social-economic

status of the community and the age range of the students. A suggested needs-based nurse-to-student ratio example is:

- 1:750 well students
- 1:225 student populations that may require daily professional school nursing services or interventions such as Special Ed inclusions
- 1:125 in student populations with complex health care needs
- 1:1 may be necessary for individual students with multiple disabilities

As of June 2020, California ranked 40 out of 50 states and two entities (Washington, DC and Overseas School Health Nurses Association included) with an average of 2,240 students per school nurse. In a recent article published March 28, 2021, titled *School Nurse Workload: Staffing for Safe Care*, the position of the National Association of School Nurses is: "Access to a registered professional nurse all-day, every-day can improve students' health, safety, and educational achievement".

## METHODOLOGY

The 2020-2021 Grand Jury inquired into the well-being of students in Kings County schools with the pandemic as well as other factors of concern. Interviews were held with Kings County Public Health Department (KCPHD), Kings County Office of Education (KCOE), and Kings County Behavioral Health Services (KCBHS).

- KCPHD provided the following information relative to schools and the pandemic.
  - The Kings County Public Health Officer provides oversight for medical care provided by school nurses.
  - Early into the pandemic, KCOE nurses developed a COVID surveillance program which was recognized by California Department of Public Health and is being used by many, if not all, school districts in Kings County.
  - Close working relationships have been established between KCOE, school districts, and the KCPHD with the goal of opening schools safely.
- KCOE:
  - Provides support to the 13 school districts in Kings County, but has no authority to direct their activities. Each school district is autonomous in operation through the District's Board of Trustees.
  - Provides a credentialed school nurse and a psychologist to districts with less than 901 students in compliance with California Education Code Section 1750.
  - Operates alternative schools such as JC Montgomery and Special Education Local Plan Area (SELPA) sites.
- KCBHS:
  - Assists districts in the provision of mental health to children in need.
  - Through tele-health has contracts with child psychiatrists.

The Grand Jury compared local school nursing within a large elementary school district with a small elementary district. Hanford Elementary School District (HESD), and Kings River Hardwick Elementary School District (KRHSD) were selected for comparison. Interviews were held with representatives from each school district administration, school nurse, and LVN. Each District's web site was also viewed.

## DISCUSSION

### Hanford Elementary School District:

HESD is the largest school district in Kings County comprised of 11 schools – nine elementary and two middle schools. The schools are located in the city of Hanford which is the county seat. Five RNs and 11 LVNs provide health care for the students. One LVN is assigned to each school with the five RNs divided between two or three schools in close proximity. It was mentioned that some schools have students requiring tube feeding, special respiratory care or other procedures within the LVN scope of practice. An attempt is made to have similar numbers of students for each RN. The district also sponsors a mobile health clinic at one of the school sites. The RNs either have their school nurse credential or are working toward it. The following chart gives an overall view of nurse staffing of district schools. The number of students is from the 2020 School Accountability Report Card (SARC) for each school.

| RN | LVN | School Site/ Grade Level     | # students |
|----|-----|------------------------------|------------|
| 1  | 1   | Hamilton Elementary (TK-6)   | 461        |
|    | 1   | Kennedy Junior High (7-8)    | 565        |
| 1  | 1   | Jefferson Academy (K-8)      | 525        |
|    | 1   | Lincoln Elementary(TK-6)     | 401        |
|    | 1   | Richmond Elementary (TK-6)   | 438        |
| 1  | 1   | King Elementary (TK-6)       | 623        |
|    | 1   | Roosevelt Elementary (TK-6)  | 508        |
|    | 1   | Community Day School (K-8)   | 13         |
| 1  | 1   | Monroe Elementary (TK-6)     | 708        |
|    | 1   | Washington Elementary (TK-6) | 511        |
| 1  | 1   | Simas Elementary (TK-6)      | 529        |
|    | 1   | Wilson Junior High (7-8)     | 635        |

### Kings River Hardwick School District:

KRHSD serves an unincorporated agricultural area north and east of Hanford with one school, is the fourth smallest district in Kings County. The administration consists of a superintendent/principal and support staff. The nursing office is staffed with an LVN. A credentialed school nurse from KCOE is on-site one day per week and as necessary. That school nurse is also on site at each of the other three small schools one day per week.

| Small School Districts    | LVN | Enrollment | RN        |
|---------------------------|-----|------------|-----------|
| Island Union Elem         | 1   | 435        | 1 for all |
| Kings River Hardwick Elem | 1   | 820        | 4 school  |
| Kit Carson Union Elem     | 1   | 380        | districts |
| Lakeside Union Elem       | 1   | <u>325</u> |           |
| Total students            |     | 1960       |           |

### Comparison of schools:

The Grand Jury then focused on comparing Kennedy Junior High School in HESD with KRH Elementary School in KRHSD by comparing each school's 2019-2020 SARC data.

|   | KJHS         | KRH Elementary |
|---|--------------|----------------|
| Grades  | 7-8          | K-8            |
| Number students   | 565          | 840            |
| FTE RN/ ratio   | 0.5 (1:1016) | 0.2 (1:1960)   |
| FTE LVN   | 1.0          | 0.8            |
| Psychologist  | 0.5          | 0.2            |
| Student Groups that correlate with higher LCFF funding: |              |                |
| Social-Disadvantaged                                    | 87.5%        | 31.3%          |
| Disabled Students                                       | 12.0%        | 5.8%           |
| English Learners  | 16.1%        | 4.8%           |
| Foster Youth  | 0.5%         | 0.1%           |
| Homeless  | 2.3%         | 0.0%           |

The SARC data for Kennedy Junior High reflects that increased funding was received based on the LCFF and used for funding the LVN position plus nursing office needs.

While there are significant differences between the two schools, care needs to be taken in arriving at conclusions without further information on types of disabilities and availability of other support staff such as social workers and counselors. The functional role of the LVN is similar at both schools. Both indicated that 20-30 students per day are seen in the nursing office for anything from bandages to significant health issues.

## **FINDINGS AND RECOMMENDATIONS:**

### **Finding 1**

Each school district within the County has a better nurse/student ratio than California's overall statistics.

### **Recommendation 1**

Continue working towards improving the nurse/student ratio.

### **Finding 2**

Each school district does not meet the nurse/student ratio as per NASN guidelines.

### **Recommendation 2**

Each school district needs to improve the nurse/student ratio to agree with NASN guidelines.

### **Finding 3**

Kings County school districts have made progress in providing quality healthcare for students.

### Recommendation 3

Continue providing quality healthcare for students.

### Finding 4

Some districts have used grant writing to obtain additional funding to improve the healthcare of students.

### Recommendation 4

Kings County Office of Education should provide additional resources for student healthcare grant writing.

## **RESPONSE REQUIRED**

California Penal Code §933 provides in part: "...within 90 days of receipt of a report the public agency shall submit its response to the presiding judge. If the report is on an elected public official, the response shall be submitted to the presiding judge within 60 days of receipt..."

Hanford Elementary School District Board of Trustees

Kings River Hardwick Elementary School District Board of Trustees

## **SEND FINAL REPORT RESPONSES TO:**

Original to:

Shane Burns, Presiding Judge

Kings County Superior Court

1640 Kings Court Drive

Hanford, CA 93230

Copy to:

Kings County Grand Jury

P. O. Box 1562

Hanford, CA 93232

## HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Board of Trustees

FROM: Joy C. Gabler

DATE: 05/17/21

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

FOR: ☒ Information  
☐ Action

Date you wish to have your item considered: 05/26/21

**ITEM:** Commission on Teacher Credentialing HESD Induction  
 Accreditation Report

**PURPOSE:** The HESD Induction program went through a rigorous Accreditation Review by the Commission on Teacher Credentialing. Accreditation is a seven-year process culminating in review by a state appointed team. The review by the team involves thoroughly reviewing all program documents and files along with holding meetings with Induction Candidates, Coaches, Program Leadership and district Managers. Our HESD Induction Program consistently met the requirements for all areas reviewed and received full accreditation during the Committee on Accreditation's May 7, 2021 meeting.

**FISCAL IMPACT:****RECOMMENDATIONS:**



May 18, 2021

Joy C. Gabler, Superintendent  
Hanford Elementary School District  
714 North White Street  
P.O. Box 1067  
Hanford, CA 93232

Dear Superintendent Gabler:

I am writing to inform you that on May 7, 2021, the Committee on Accreditation, on behalf of the Commission on Teacher Credentialing, assigned the status of *Accreditation* to Hanford Elementary School District and its credential programs. On the basis of this decision, the institution is authorized to offer the following programs:

Teacher Induction  
Clear Administrative Services

In addition:

- The institution's response to the preconditions is accepted.
- Hanford Elementary School District is permitted to propose new credential programs for approval by the Committee on Accreditation.
- Hanford Elementary School District continues in its assigned cohort on the schedule of accreditation activities as determined by the Commission on Teacher Credentialing.

Should you or your staff have any questions relating to this action, you may address them to Cheryl Hickey, Administrator of Accreditation, at [chickey@ctc.ca.gov](mailto:chickey@ctc.ca.gov).

Sincerely,



Mary Vixie Sandy, Ed. D.  
Executive Director

cc: Jill Rubalcava, Assistant Superintendent  
Debra Colvard, Director of Curriculum, Instruction & Induction

MVS/CH/mb

**California Commission on Teacher Credentialing  
Committee on Accreditation  
Accreditation Team Report**

**Institution:** Hanford Elementary School District

**Dates of Visit:** April 19-21, 2021

**Accreditation Team Recommendation:** Accreditation

**Previous History of Accreditation Status**

| <b>Accreditation Reports</b>  | <b>Accreditation Status</b>               |
|---|---|
| Date: March 26, 2012<br><a href="#">Link to Hanford Elementary School District 2012 site visit report</a> | <a href="#">Link to COA action letter</a> |

**Rationale:**

The unanimous recommendation of **Accreditation** was based on a thorough review of all institutional and programmatic information and materials available prior to and during the accreditation site visit including interviews with site administrators, district leadership, program leadership, mentors, candidates, completers, and instructional personnel. The team obtained sufficient and consistent information that led to a high degree of confidence in making overall and programmatic judgments about the professional education unit's operation. The decision pertaining to the accreditation status of the institution was based upon the following:

Preconditions

All Preconditions were determined to be aligned.

Program Standards

All program standards were determined to be met for the Teacher Induction and Clear Administrative Services programs.

Common Standards

All Common Standards were determined to be met.

Overall Recommendation

Based on the fact that the team found that all standards for the Teacher Induction and Clear Administrative Services credential programs were met and that all Common Standards were met, the team recommends Accreditation.

On the basis of this recommendation, the institution is authorized to offer the following credential programs and to recommend candidates for the appropriate and related credentials upon satisfactorily completing all requirements:

- Teacher Induction
- Clear Administrative Services Credentials

In addition, staff recommends that:

- The institution's response to the Preconditions be accepted.
- Hanford Elementary School District be permitted to propose new educator preparation programs for approval by the Committee on Accreditation.
- Hanford Elementary School District continue in its assigned cohort on the schedule of accreditation activities, subject to the continuation of the present schedule of accreditation activities by the Commission on Teacher Credentialing.

### **Accreditation Team**

**Team Lead:**

Darby Williams (Retired)  
Sacramento County Office of Education

**Programs Reviewers:**

Michael Gomez  
Saddleback Valley Unified School District

**Common Standards:**

Dan Schaefer  
San Bernardino City Unified School District

**Staff to the Visit:**

Erin Sullivan  
Commission on Teacher Credentialing

### **Documents Reviewed**

Common Standards Submission  
Program Review Submission  
Common Standards Addendum  
Program Review Addendum  
Accreditation Website  
Candidate Files  
Mentor Files  
Assessment Materials  
Accreditation Data Dashboards  
Preconditions Responses  
HESD Organization chart  
Induction Advisory Committee minutes/agenda  
CASC Mid-Valley Regional meeting minutes/agenda  
CASC Think Tanks Flyer  
Cluster 3 Induction Directors' agendas  
Induction program brochure  
Individual Learning Plan  
Induction handbook  
New Teacher Networks (NTN) Calendar of Events 2020-2021

### Interviews Conducted

| <b>Stakeholders</b>                | <b>TOTAL</b> |
|------------------------------------|--------------|
| Candidates                         | 25           |
| Completers                         | 15           |
| Site Administrators                | 10           |
| Program Coordinators               | 5            |
| Professional Development Providers | 15           |
| Subject Matter Partners            | 4            |
| Mentors                            | 5            |
| Unit Leadership                    | 4            |
| Credential Analyst and staff       | 2            |
| Advisory Board Members             | 15           |
| <b>TOTAL</b>                       | <b>99</b>    |

*Note: In some cases, individuals were interviewed more than once due to multiple roles. Thus, the number of interviews conducted exceeds the actual number of individuals interviewed.*

### **Background Information**

Hanford is a commercial and cultural center in the south-central San Joaquin Valley and is the county seat of Kings County. It is 28 miles southeast of Fresno and 18 miles west of Visalia. Hanford's namesake is James Madison Hanford, an executive for the Southern Pacific Railroad. Hanford is a major trading center serving the surrounding agricultural area. Employment in the area consists mainly of services jobs, followed by government, farming, and manufacturing enterprises jobs. The population area's population of 54,950 is 62.5% white, 47.1% Hispanic or Latino of any race, 4.5% African American, 4.3% Asian, 1.3% Native American, and 21.5% of people reporting from other races. Hanford residents make \$8,480 less than the state's median earnings, with 19.5% of the population living below the poverty line.

The district's enrollment in 2020-2021 was approximately 5,690 students. The district's percentage of foster youth, English learners, and low-income students is approximately 80%. HESD's student population includes 76.3% Hispanic, 16% Asian or Filipino, 13.9% White, 4.6% African American, and 2.8% reporting two or more races. HESD serves students that have been identified as socioeconomically disadvantaged, English learners, students with disabilities, foster youth, and homeless. The district participates in the National School Lunch Program Community Eligibility Provision, which means all students are provided with free breakfast and lunch.

The goals of HESD are to provide their students with a broad educational program of English language arts, mathematics, science, history, visual and performing arts, and physical education; ensure that all students make progress toward proficiency on state-adopted academic standards and share that progress with parents and students; hire, support, and retain qualified teachers, support staff, and administrators; ensure safe and well-maintained schools that give students access to standards-aligned materials; and to communicate regularly and meaningfully with students and their families. HESD sees its students as tomorrow's leaders and is committed to student success in living and learning by providing all students with the academic, social, and leadership supports necessary to become individuals who achieve academically, who respect basic cultural values, who demonstrate ethical behavior including respect for others, and who value personal integrity, responsibility, and accountability.

### **Education Unit**

Hanford Elementary School District (HESD) sponsors two programs: Teacher Induction and Clear Administrative Services Credentials. Both programs are housed in the Department of Curriculum, Instruction and Induction and overseen by the Assistant Superintendent of Instruction, Curriculum and Professional Development. Of the district's 273 teachers, 20 participate in the Teacher Induction program to earn a clear Multiple Subject, Single Subject, or Education Specialist credential; and, of the 24 site administrators, 5 participate in the Clear Administrative Services Credentials program to earn a Clear Administrative Services credential. In 2019-20, HESD recommended 12 Teacher Induction program participants and 4 Clear

Administrative Services Credential program participants for clear credentials. These educators tend to reflect regional demographics by being majority white followed by Hispanic.

**Table 1: Program Review Status**

| <b>Program Name</b>           | <b>Number of Program Completers (2019-20)</b> | <b>Number of Candidates Enrolled (2020-21)</b> |
|-------------------------------|---|--|
| Teacher Induction             | 12  | 20   |
| Clear Administrative Services | 4   | 5  |

### **The Visit**

Due to the COVID-19 pandemic, this site visit was conducted virtually. The team and institutional stakeholders were interviewed via technology. Otherwise, the visit proceeded in accordance with all normal accreditation protocols.

## **PRECONDITION FINDINGS**

After review of all relevant preconditions for this institution, all have been determined to be met.

## **PROGRAM REPORTS**

### **Characteristics Common to All**

The Teacher Induction program (TIP) and the Clear Administrative Services Credential (CASC) programs are housed in the Department of Curriculum, Instruction and Induction of Hanford Elementary School District (HESD). The TIP and CASC are overseen by the Assistant Superintendent of Instruction, Curriculum and Professional Development. Program management and operations for both TIP and CASC are led by the HESD Induction Program Director with the support of two full-time release mentors and an administrative secretary. The TIP and CASC programs are single district programs that serve only HESD employees. During the interviews, there was a profound sense of ownership for the programs. This was most clearly observed by Superintendent Joy Gabler who had oversight over the programs in her role prior to her superintendency and maintains a very active role in the programs. The value and commitment to the programs was observed as the program leadership described the intricacies of their design and implementation. Fiscal, human resources, and material support for the success, viability, and sustainability of the programs were explicit. Induction Program Director Colvard shared that the superintendent “supports the needs and provides resources... anything the program needs, the district is good to provide support.”

There is a strong and cohesive level of communication at all levels of the TIP and CASC programs. This was evident during interviews with candidates as they shared about personalized communication and time that was devoted exclusively to them. Candidates were also able to articulate how resources and strategies were so interconnected that there was never a lag in communication. One TIP candidate said, “There is constant communication and resources sent to me.” Within the leadership team, there was a sense of genuine ownership for the success of both TIP and CASC. The cohesiveness of the team was clear in how they processed and structured the work of the program. Program leadership described weekly meetings where they are all “asking for examples, how is this strategy used in action” to provide resources for candidates. All participants described a high level of contact with the TIP/CASC director and praised the open-door policy. The leadership should be recognized for their commitment to transparency and communication as candidates praised communication as a strength. Most recent program completer data from HESD’s Accreditation Data Dashboards rated the TIP as very effective (90.9%) or effective (9.1%) at responding to their needs. The Induction Advisory Council (IAC) is deeply involved in reviewing all program data and engaging in productive dialogue about the design and revision of the programs to better meet the needs of all candidates.



The TIP/CASC programs provide ample opportunities for stakeholder input. Candidates provide survey feedback about the programs and their mentors three times a year. All professional learning opportunities are accompanied by feedback surveys with opportunities to provide input for future sessions. TIP Candidates commented that they picked the topics for New Teacher Network sessions based on their own feedback. TIP/CASC programs regularly assess the quality of their services. This assessment of services is completed by candidates and mentors/coaches after each training or workshop as well as summative at the end of each school year by candidates, mentors, and site administrators. Data is collected and disaggregated by Sinclair Research and reviewed by program leadership and the Induction Advisory Council (IAC). The TIP Program Completer Survey results from the Commission on Teacher Credential provide additional program data to inform program revisions, growth and development. During the interview with members of the IAC, they were able to share in depth knowledge and perspectives about the TIP/CASC programs and demonstrate IAC responsiveness to program-related data and feedback.

## **Teacher Induction Program**

### Program Design

The TIP is a two-year, job-embedded, mentor-based program designed to support new teachers as they work to earn their clear teaching credential. Candidates are paired with a mentor shortly after admission and work with the mentor to review the Individual Development Plan (IDP) – or bridging document – from the preliminary programs which lays the foundation for the Individual Learning Plan (ILP). A collaborative approach that includes the candidate, mentor, and site administrator helps develop goals aligned to the individual context, credential, and personal professional needs of the candidate, which are documented in the ILP. The ILP documents the candidate's inquiry project including links to a professional goal tied to the California Standards for the Teaching Profession (CSTP), identification of a dilemma or challenge, clear success criteria, outcomes for student learning, resources, site administrator collaboration, reflection, and evidence of action. During 2018-2019, program completers responded that the HESD Teacher Induction program was very effective (81.8%) at helping them to develop the skills, habits, or tools needed to grow in their teaching practice.

In August 2018, the TIP updated the ILP document to reflect the candidate's growth regarding professional growth goals, inquiry, collaborative meetings with site administration, and reflection. The New Teacher Networks (professional learning opportunities) moved to “options of choice” rather than mandatory requirements for candidates. In response to the COVID-19 pandemic in August 2020, and the district's subsequent need for teachers to deliver distance learning instruction, one induction mentor was reassigned to the classroom and the program director assumed that person's mentoring responsibilities. This is a temporary measure due to extraordinary conditions caused by the COVID-19 pandemic. In order to provide stronger support for candidates, five veteran employees with single subject credentials in Music or

Physical Education and one Educational Specialist credential holder were selected as Subject Matter Partners to provide content-specific support for induction candidates.

HESD employs two full time release mentors in the role of Instructional Coach - Beginning Teacher Support and Guidance, as they are officially classified in the district. These mentors each have a clear credential with appropriate English Language authorization and a minimum of three years of teaching experience. Mentors support all induction candidates and train all teachers on pedagogy, curriculum, strategies, etc. related to district and state frameworks, standards, and textbook adoptions. Current mentors have been in their positions for many years and selected through a rigorous selection process at the time of their hiring.

All professional development personnel have the same minimum qualifications as mentors. They have specialized training or experiences to design and deliver professional development. The vast majority of professional development providers are HESD employees and are well suited to ensure both relevancy and contextualization of all professional learning. The professional development personnel include instructional coaches, curriculum specialists, school counselors, Subject Matter Partners, Learning Directors, principals, induction mentors, the induction director, cognitive coaching agency trainers, and the Assistant Superintendent of Curriculum, Instruction & Professional Development.

The Subject Matter Partners (SMPs) are veteran teachers that are paired with single subject or educational specialist credential candidates. SMPs also meet the same requirements as the mentors with at least three years of teaching experience, a clear credential, and subject matter expertise. They fill the gap between the mentor who might not have the subject matter expertise as the induction candidate and are the extra layer of support. One SMP shared, “I remember being a first year [teacher]. I remember I had a friend to support me, but not all teachers have that opportunity.” Another SMP shared, “It is a dynamic relationship that has developed more than a mentor, but a colleague.”

#### Course of Study (Curriculum and Field Experience)

The Individual Learning Plan (ILP) is the document which, along with mentor support, guides the candidate through the TIP program. The ILP document includes a pre-assessment based on the California Standards for the Teaching Profession (CSTP) which supports the development of each candidate’s goals. Candidates are required to develop a plan of inquiry and identify evidence that will be provided to show growth related to the CSTP.

Candidates collaborate with mentors to gather and review data as they engage with colleagues through the process of inquiry. At the completion of each cycle of inquiry, candidates collaborate with their mentor to complete a post-assessment of the individual CSTP and complete a written reflection of their learning.

The TIP provides a multitude of professional development and growth opportunities for candidates aligned with their goals. New Teacher Networks are professional development sessions offered throughout the year to all candidates at no charge and are aligned to meet the needs of the CSTPs candidates are working on within their ILP. Candidates described the variety of topics from instructional strategies, mental health, equity, etc. One candidate described these training opportunities as “hands on... and [gave] you things to implement the next day.”

Program completer data showed that the TIP was very helpful (81.8%) in providing candidates with strategies to support English Learners and very helpful (70%) in providing candidates with strategies to support students with disabilities. This was further corroborated during interviews with candidates as they shared the variety of professional learning opportunities, strategies, and support the TIP program provided.

Candidates are assigned a mentor within the first 30 days of enrollment to guide, assess, and assist them in meeting the complexities of their job and in completing the requirements of the TIP. Candidates are paired with mentors who have experience in teaching the same grade level/subjects or hold the same credential authorization. If there are no mentors available who hold the same or equivalent credential (single subject or educational specialist), the candidate is paired with a SMP in addition to their mentor. The mentor-candidate partnership is the most important aspect of the TIP. Mentors meet with candidates a minimum of one hour per week to plan, problem-solve, and reflect on teaching practice. Meetings and support activities are recorded on a contact log. Mentors guide candidates in their consideration of formative assessment evidence to help them develop planned, systematic opportunities to improve their teaching. A candidate described their mentor as their “saving grace” and never felt like the mentor was “looking [at my practice] with a critical eye.” The success of these mentoring systems is founded in relationships based on trust, confidentiality, and a commitment to the goals of induction, which was abundantly obvious during stakeholder interviews.

Recent program completer data revealed that there is cohesion between the professional development received in-district or on-site and induction program goals and activities. End of year data collected by the program further corroborated that candidates agree that professional development that they participated in, professional development activities, and/or district/site professional development activities were connected to their ILPs. Although some of the professional development was curtailed due COVID-19 restrictions, candidates raved about the professional development during interviews especially the New Teacher Network, writing lab, and the veteran teacher observations.

### Assessment of Candidates

Candidate ILPs are monitored on an ongoing basis in the TIP. The ILP document is stored in the candidate’s electronic portfolio on the district’s intranet which is a folder shared by both the candidate and mentor. Program staff review the candidate portfolio and ILP throughout the inquiry cycle to ensure that the candidate is moving forward as well as to ensure that they are

receiving mentor support. Program leadership review the portfolios for completion as well as evidence supporting the candidate's self-assessment of growth toward mastery of the focused CSTP. Candidates are provided multiple opportunities as well as support to provide evidence that shows growth, until the document and evidence meets requirements.

Candidates complete reviews/self-assessments on the CSTP three times a year. At the conclusion of each trimester, candidates complete a trimester reflection on their professional growth goals. These are collaborative formative assessment processes with specific feedback to the candidate. In addition, candidates meet with their site administrator to review their goals and progress in a collaboration meeting twice a year. Site administrators also help determine additional support or resources for the candidates to continue to make progress.

Candidates are provided with a suggested pacing to capture major activities over the school year. The program uses a portfolio review checklist to provide concrete feedback to candidates during the review process. The program also uses an Affirmation of Program Completion Rubric which rates the candidate's performance on Induction Program Standard 3: Individual Learning Plan, Program Standard 5: Candidate competence for the clear credential recommendation, evidence of professional growth and evidence of next steps in teaching practice.

#### Findings on Standards

After review of the institutional report, supporting documentation, the completion of interviews with site administrators, district leadership, program leadership, mentors, candidates, completers, and instructional personnel, the team determined that all program standards are met for the Teacher Induction program.

### **Clear Administrative Services Credential Program**

#### Program Design

The HESD Clear Administrative Service Credential Program (CASC) is a two-year, job-embedded, coach-based program designed to support beginning administrators as they work to earn their Clear Administrative Services credential. The CASC program serves only administrative candidates employed in HESD. The Individual Induction Plan (IIP) is the principal vehicle for a candidate's induction journey. The IIP documents the mastery of the California Professional Standards for Education Leaders (CPSEL) with evidence of professional growth and movement toward mastery of each CPSEL over the two-year program. The IIP includes a self-reflection of strengths, areas for growth, projected actions, and outcomes for each CPSEL. Each candidate develops three leadership professional growth goals. Professional development to support leadership growth goals accounts for 20-30 hours. The IIP has a section to document a timeline and milestones for the year and collaborative meetings with the superintendent and/or assistant superintendent.

### Course of Study (Curriculum and Field Experience)

As part of the on-boarding process, the HESD Human Resources Department determines eligibility of all new administrators for the CASC program based on their credential status. CASC leadership then assigns a trained coach prior to orientation. The candidate, with the support of an assigned coach, will complete the two-year, job-embedded program through a system of coaching, support, and professional learning.

After developing an IIP through self-assessment using a CPSEL related rubric, each candidate's starting point of mastery is determined. The candidate, with the assistance of an assigned coach, then identifies and documents a goal and the learning activities, coaching support, and additional assistance needed to achieve that goal. In interviews, one CASC coach said, "Candidates have the opportunity to meet requirements by doing things that make sense in their jobs." On an ongoing basis, the IIP provides an opportunity for the candidate to document actual progress towards that goal and the time spent participating with professional development and coaching during the cycle of inquiry. The inquiry provides candidates with the experience of personalizing their learning and knowledge and to build a repertoire of effective practices. "The most important aspect is coaching support. It is focused around standards and based on the day to day needs and challenges of their job," commented another CASC coach. Opportunities are provided on the IIP for the candidate to revise goals and other components based upon candidate needs. CASC completers shared that the IIP was "individualized, it was what we needed to help us grow and meet the mission and vision of the district." A unique aspect to the program, as noted by reviewers, lies in development of the IIP through a collaborative meeting each CASC candidate schedules with the district superintendent. The superintendent provides valuable input pertaining to the candidate's CPSEL competency.

The HESD CASC program provides a multitude of professional development and growth opportunities for candidates aligned with their identified goals. The HESD CASC calendar of events contains scheduled training throughout the year for candidates to self-select based on needs. Topics support candidates in their job and goals. A CASC completer shared, "I did so much professional development, more than I ever thought about. It is a continuous learning process for us." In addition, the HESD Office of Professional Development provides additional training throughout the year.

All coaches are current HESD district administrators, hold a Clear Professional Administrative Services credential, with a minimum of five years of successful administrative experience within HESD, a commitment to work collaboratively with the candidate for two years, a thorough understanding of the CPSELs, willingness to participate in appropriate training for program implementation, knowledge of andragogy, training in Cognitive Coaching, demonstration of effective problem-solving and communication skills with an emphasis on understanding the challenges that new administrators face, and an understanding of the unique needs of beginning administrators. Coaches participate in a two-day Cognitive Coaches training in order to effectively support their candidates. A CASC Coach shared that, "Training is ongoing. First

year: cognitive coaching; beyond that with multiple opportunities including time with the CASC director, and Kings County Office of Education training.” Some of these trainings are jointly attended by the CASC coach and candidate.

The superintendent and CASC Program Director collaboratively determine the CASC coach/candidate pairing, though the final selection of coaches is at the discretion of the superintendent. One CASC completer shared, “[They] matched us thoughtfully... paired us with someone with new experiences.” Another CASC completer noted that, “They know us, our styles, and personalities.” From the CASC Coach perspective, one stated, “We have been there in their shoes. We give them [candidates] our experiences, outside of theory, but based on the real. It is tied to the district – we know how it operates and it is very helpful.” Interviews with stakeholders demonstrated purposeful pairing that was mutually beneficial for the coach and the candidate.

The program is individualized and job embedded with a strong system of coaching, support, and professional learning. A CASC Coach described the program work as “strongly linked to the day-to-day work. It’s personal. There are components we have to do, but most coaching is what [the candidate] wants and what [the candidate] needs.” A candidate described the program by saying, “I am not checking boxes off for work. I feel work is meaningful and applicable to my interactions with staff and students.” Another candidate described the program as, “Tailor made. My mentor gets in with me, really looks at where I am at as a leader, what my campus needs, and where my school is located (the community environment).”

### Assessment of Candidates

The CASC program has several layers of assessing candidate competencies. The primary evidence for determining competency is the candidate’s IIP. Since the IIP includes a self-assessment of each CPSEL including strengths and areas for growth, action steps, and professional learning goals, there are multiple embedded assessment indicators. CASC coaches review the evidence collected in the IIP to make the initial determination that the candidate has achieved mastery of the CPSEL. Then CASC leadership reviews each candidate's progress and growth which is assessed through multiple measures which include self-assessments with input from the coach to measure proficiency growth on the CPSELs; an examination of the candidate’s success in reaching goals on the IIP; participation in the coaching process; a record of artifacts, evidence, and documents with examples of candidates’ efforts and accomplishments; and, a record of completion of 20-30 hours annually of professional development, self-assessment in written reflections, and an e-portfolio review.

The final assessment for the candidate is the oral presentation of the portfolio. The program uses a rubric to assess candidate competency in the six CPSEL proficiency areas. If this final review of the IIP identifies that CPSEL mastery has been achieved, the candidate can then be recommended for the Clear Administrative Services credential.

If it is identified that further evidence and inquiry is required, that information is communicated to the candidate and coach. Opportunities are provided for the candidate to revise the IIP as needed until evidence of mastery is presented. Once the candidate has successfully completed the two-year program and compiled evidence of achieving mastery of all six CPSELs, the process for recommendation begins.

The CASC Program Handbook contains clear descriptions of the progress that is expected in each year. There are program completion rubrics that not only act as a checklist, but also capture levels of attained competency.

#### Findings on Standards

After review of the institutional report, supporting documentation, the completion of interviews with site administrators, district leadership, program leadership, coaches, candidates, completers, and instructional personnel, the team determined that all program standards are met for the Clear Administrative Services credential program.

## INSTITUTION SUMMARY

The Hanford Elementary School District (HESD) has developed quality Teacher and Clear Administrative Services Induction Programs that offer a formative assessment system to support teachers and administrators in strengthening professional practice while supporting the district's vision. The district intentionally creates a "positive and caring culture that creates a sense of community and team," and candidates in both programs rave about the timely support offered through what they refer to as a "sought-after" district of employment. Support is accomplished through intentional collaboration and communication with all stakeholders. The program leaders work with a large and active advisory committee that includes district leaders, site administrators, mentors, candidates, completers, IHE partners, and union representatives. The advisory committee members play a hands-on role in the governance of the program. They are knowledgeable of program activities and use various assessment tools to inform decisions on program direction. District leaders are also active in their support of the program, working closely with the program director to ensure professional learning opportunities are available for candidates.

Interviews with candidates demonstrated that they view the induction programs as relevant and supportive of their daily instruction and administrative duties. They value the choices they have in goal setting, and the opportunities provided to network and collaborate. Candidates shared that they are learning the power of building relationships with students and with colleagues. As one candidate shared, "I have learned to engage in continuous reflection. I am learning to adjust my lessons to better meet my students' needs."

Across all stakeholder interviews, there was an overwhelming appreciation for the personal, individualized attention, availability, and dedication to educational excellence on the part of the program leaders. Under the director's leadership, the priority is to provide the resources, support, and training so that all candidates have the opportunity to build a strong foundation upon which they can grow in their professional practice.

## COMMON STANDARDS FINDINGS

| <b>Common Standard 1: Institutional Infrastructure to Support Educator Preparation</b>   | <b>Team Finding</b>       |
|--|---------------------------|
| Each Commission-approved institution has the infrastructure in place to operate effective educator preparation programs. Within this overall infrastructure: | <i>No response needed</i> |
| The institution and education unit create and articulate a research-based vision of teaching and learning that fosters coherence among, and is               | Consistent                |



|   |            |
|---|------------|
| clearly represented in all educator preparation programs. This vision is consistent with preparing educators for California public schools and the effective implementation of California's adopted standards and curricular frameworks.  |            |
| The institution actively involves faculty, instructional personnel, and relevant stakeholders in the organization, coordination, and decision making for all educator preparation programs.   | Consistent |
| The education unit ensures that faculty and instructional personnel regularly and systematically collaborate with colleagues in P-12 settings, college and university units and members of the broader educational community to improve educator preparation.   | Consistent |
| The institution provides the unit with sufficient resources for the effective operation of each educator preparation program, including, but not limited to, coordination, admission, advisement, curriculum, professional development/instruction, field based supervision and clinical experiences.   | Consistent |
| The Unit Leadership has the authority and institutional support required to address the needs of all educator preparation programs and considers the interests of each program within the institution.  | Consistent |
| Recruitment and faculty development efforts support hiring and retention of faculty who represent and support diversity and excellence.   | Consistent |
| The institution employs, assigns and retains only qualified persons to teach courses, provide professional development, and supervise field-based and clinical experiences. Qualifications of faculty and other instructional personnel must include, but are not limited to: a) current knowledge of the content; b) knowledge of the current context of public schooling including the California adopted P-12 content standards, frameworks, and accountability systems; c) knowledge of diversity in society, including diverse abilities, culture, language, ethnicity, and gender orientation; and d) demonstration of effective professional practices in teaching and learning, scholarship, and service. | Consistent |
| The education unit monitors a credential recommendation process that ensures that candidates recommended for a credential have met all requirements.  | Consistent |

### **Finding on Common Standard 1: Met**

#### **Summary of information applicable to the standard**

The Hanford Elementary School District (HESD) Teacher Induction (TIP) and Clear Administrative Services Induction (CASC) Programs are part of the Department of Curriculum, Instruction, and Professional Development. Documents and interviews confirm that the HESD induction programs have a clearly stated vision that is understood and supported within the educational unit. The induction programs provide support to candidates through the Individual Learning

Plan for general education/education specialist candidates and the Individual Induction Plan for the administrative candidates. The process utilizes intensive mentoring, focused professional development, collaboration, and reflective conversation to help candidates establish professional goals and foster professional growth.

Interviews confirm that the advisory committee, composed of relevant stakeholders (candidates, mentors, union representatives, CASC coaches, administrators, unit leaders, IHE partners, county office colleagues, and representatives from personnel), work with program leadership to ensure that all parties are engaged in continuous improvement. Advisory is actively involved in supporting meaningful changes to the program. A successful collaboration with neighboring induction programs and university partners ensures that Hanford stakeholders remain current and effective.

Interviews with the superintendent and assistant superintendent confirm that management and operations are successfully led by the program director, two full-time release mentors, and an administrative secretary. The Covid pandemic necessitated the temporary reassignment of one mentor to the classroom and the transfer of candidates to the director. Once schools resume normal operations, the position will be reinstated. The educational unit is well supported and resourced. Interviews with district leaders confirmed that the district values "growing our own" and appreciates the understanding and experience teachers and administrators bring through long-term district affiliation. The superintendent, a former induction leader, has worked with the program to successfully stem the tide of teacher attrition that marked the early years of the program. Program leaders have the authority and institutional support for creating strategies for success.

Candidates reported that information regarding requirements for completion is readily available and clearly communicated to them. Mentors carefully monitor candidate progress and provide in-time support for completion. The program has a system for hiring well-qualified mentors, subject matter partners, and professional development providers. Highly qualified mentors are selected through a rigorous process of application and interview that focuses on experience and qualifications. Administrative coaches are current district administrators who have a thorough understanding of the CPSELs and demonstrate effective problem-solving and communication skills. The final selection is at the discretion of the superintendent. Professional development providers reported a strong connection to the programs with value placed on their input. Induction candidates similarly reported that program leaders care about their success and were responsive to their concerns, "the support in this district is amazing!"

With the support of well-qualified mentors and coaches, candidates follow a clear path to completion of induction. The credential recommendation process is clearly defined for all programs and reviewed and monitored by the program director. Upon successful completion of all induction work, the program director informs Human Resources of all qualifying candidates

for the clear credential. The credential analyst ensures that a completed recommendation for clear credentials is processed through the Commission.

| <b>Common Standard 2: Candidate Recruitment and Support</b>  | <b>Team Finding</b>       |
|--|---------------------------|
| Candidates are recruited and supported in all educator preparation programs to ensure their success.   | <i>No response needed</i> |
| The education unit accepts applicants for its educator preparation programs based on clear criteria that include multiple measures of candidate qualifications.  | Consistent                |
| The education unit purposefully recruits and admits candidates to diversify the educator pool in California and provides the support, advice, and assistance to promote their successful entry and retention in the profession.  | Consistent                |
| Appropriate information and personnel are clearly identified and accessible to guide each candidate's attainment of program requirements.  | Consistent                |
| Evidence regarding progress in meeting competency and performance expectations is consistently used to guide advisement and candidate support efforts. A clearly defined process is in place to identify and support candidates who need additional assistance to meet competencies. | Consistent                |

### **Finding on Common Standard 2: Met**

#### **Summary of information applicable to the standard**

Document review and interviews with leadership, mentors, site administrators, and completers confirmed the HESD Teacher Induction Program (TIP) and Clear Administrative Services Credential (CASC) program accepts applicants with clear criteria including multiple measures of candidate qualifications. Interviews with leadership evidence the district's purposeful recruitment of candidates to diversify the educator pool as demonstrated by evidence of participation at a variety of job fairs, partnerships with local IHEs, and the Kings County Office of Education. HESD admits candidates to the educator pool in part through the use of interview questions designed using the Haberman method, an approach that emphasizes techniques and strategies with special consideration for working with students in poverty. Human resources shared, "We are always seeking candidates who can give to the district something we don't already have." Additionally, there is strong evidence of a desire and commitment to grow teachers and administrators from within district ranks.

Interviews with program stakeholders confirm appropriate personnel are available to support each candidate through the two-year induction process and ensure successful entry into the profession. Candidates and mentors are matched during the early days of school according to site assignment, credential held and levels and courses being taught. The induction program is job-embedded with experiences being guided and led by candidates' needs as developed in the Individual Learning Plans (ILPs). Subject matter partners assist candidates in the areas of Music, PE and Special Education. These partners support candidates in content specific areas. Survey data indicate candidates' learning experiences led to professional growth and increased efficacy.

The TIP regularly utilizes evidence from candidate practice to determine progress toward meeting candidate competency goals and to guide advisement and candidate support efforts. Program survey data indicate candidates and mentors consistently report high levels of support and guidance from program staff to direct and improve their practice. ILPs for candidates and mentors guide and support each individual's goals and developing practice. Candidates who require additional assistance are identified through an Advisement Status protocol which designates a prescribed plan of action for candidates who may fall behind in meeting their portfolio requirements and timelines.

| <b>Common Standard 3: Fieldwork and Clinical Practice</b>  | <b>Team Finding</b> |
|--|---------------------|
| The unit designs and implements a planned sequence of coursework and clinical experiences for candidates to develop and demonstrate the knowledge and skills to educate and support P-12 students in meeting state-adopted content standards.  | Consistent          |
| The unit and its programs offer a high-quality course of study focused on the knowledge and skills expected of beginning educators and grounded in current research on effective practice. Coursework is integrated closely with field experiences to provide candidates with a cohesive and comprehensive program that allows candidates to learn, practice, and demonstrate competencies required of the credential they seek. | Consistent          |
| The unit and all programs collaborate with their partners regarding the criteria and selection of clinical personnel, site-based supervisors and school sites, as appropriate to the program.  | Consistent          |
| Through site-based work and clinical experiences, programs offered by the unit provide candidates with opportunities to both experience issues of diversity that affect school climate and to effectively implement research-based strategies for improving teaching and student learning.   | Consistent          |

|   |            |
|---|------------|
| Site-based supervisors must be certified and experienced in teaching the specified content or performing the services authorized by the credential.   | Consistent |
| The process and criteria result in the selection of site-based supervisors who provide effective and knowledgeable support for candidates.  | Consistent |
| Site-based supervisors are trained in supervision, oriented to the supervisory role, evaluated and recognized in a systematic manner.   | Consistent |
| All programs effectively implement and evaluate fieldwork and clinical practice.  | Consistent |
| For each program the unit offers, candidates have significant experience in school settings where the curriculum aligns with California's adopted content standards and frameworks, and the school reflects the diversity of California's student and the opportunity to work with the range of students identified in the program standards. | Consistent |

### **Finding on Common Standard 3: Met**

#### **Summary of information applicable to the standard**

The HESD Teacher Induction Program (TIP) and Clear Administrative Services Credential (CASC) programs are job-embedded, individualized and goal-driven and allow candidates to choose their needed areas for growth through the development of an inquiry process Individual Learning Plan (ILP) and Descriptions of Practice. Candidates develop inquiry questions and student outcome goals in order to learn, practice, and demonstrate competencies required to clear their credential. Appropriately matched mentors, self-selected professional development options, and feedback cycles are the primary support for candidates. Additional program support includes clearly delineated collaboration roles for candidate, mentor, and site administrator to help to further articulate a planned sequence of professional experiences.

Candidates complete a minimum of two veteran teacher observations which provide opportunity for the candidate to reflect on instructional practice and apply new learning to their own teaching. Timely and relevant professional learning opportunities include *Social and Emotional Learning (SEL)*, *Equity*, *Disrupting Poverty*, and *Diversity*. Candidates report receiving support from their mentors using research-based practices including *Positive Behavioral Interventions and Supports (PBIS)* and *Social and Emotional Learning (SEL)*. Reflective of the diverse needs of the students within the district, teaching and learning about culturally responsive approaches and instructional differentiation are often ILP focus areas for candidates. Interviews affirm program experiences relate to mentoring, observations, training, and examination of research-based strategies aligned to the content standards, framework, technology, English Learners, special populations, and classroom management.

Mentors participate in the Induction Mentor orientation, Induction Mentor collaborations, and additional professional development experiences scheduled for induction mentors to improve

skills and knowledge. Mentor training includes program processes and documentation, *Cognitive Coaching*, *Mentoring Matters*, and *Adult Learning Theory*. Regularly scheduled meetings provide opportunity for the calibration of the use of mentoring tools and practices to improve candidate outcomes and experiences. Highly qualified mentors are selected through a rigorous process that includes a panel interview and a final interview with the Assistant Superintendent of Curriculum, Instruction and Professional Development and the induction director.

The CASC Administrative Coach provides ongoing, comprehensive support and guidance for new administrators designed to increase a beginning administrator's efficacy and capacity to lead standards-based instruction that results in improved student performance in language arts and mathematics. Professional development for administrative candidates include topics such as: *The Assistant Principal*; *Legal Requirements of IEPs and 504s*; *Navigating the California Dashboard*; *Planning, Organization and Time Management*; *Collective Bargaining Agreements*, *Board Policy*, and *Education Code*. One candidate commented, "My coach understands the specific needs of my school site, clientele, socio-economic status, and he caters support to our unique needs."

The CASC Administrative Coach holds a Clear Professional Administrative Credential, has a minimum of five years of successful administrative experience within HESD, and commits to work collaboratively with a HESD administrative candidate for two years. They have a thorough understanding of the California Professional Standards for Education Leaders (CPSELs) and selected candidates receive training in *Cognitive Coaching* pedagogy. The final selection of a CASC Administrative Coach is at the discretion of the superintendent.

| Common Standard 4: Continuous Improvement  | Team Finding |
|--|--------------|
| The education unit develops and implements a comprehensive continuous improvement process at both the unit level and within each of its programs that identifies program and unit effectiveness and makes appropriate modifications based on findings. | Consistent   |
| The education unit and its programs regularly assess their effectiveness in relation to the course of study offered, fieldwork and clinical practice, and support services for candidates.   | Consistent   |
| Both the unit and its programs regularly and systematically collect, analyze, and use candidate and program completion data as well as data reflecting the effectiveness of unit operations to improve programs and their services.                    | Consistent   |
| The continuous improvement process includes multiple sources of data including 1) the extent to which candidates are prepared to enter   | Consistent   |

|   |  |
|---|--|
| professional practice; and 2) feedback from key stakeholders such as employers and community partners about the quality of the preparation. |  |
|---|--|

#### **Finding on Common Standard 4: Met**

##### **Summary of information applicable to the standard**

The HESD Teacher Induction Program (TIP) and Clear Administrative Services Credential (CASC) assess program effectiveness through a multi-year unit assessment cycle focused on continuous improvement. Candidate reflections throughout the inquiry cycle provide qualitative data on teaching and learning experiences. Quantitative data is recorded through candidate self-assessment over time in the CSTP and CPSEL. The HESD TIP Induction Advisory Committee (IAC) meets three times per year to “monitor and review the effectiveness of the Induction Program” and to “advise the program in ways to improve and strengthen delivery of services.” The IAC reviews a variety of data and makes recommendations for program modifications and improvements based on data reviewed. Data sources include: Candidate and Mentor Mid-Year and End-of-Year surveys, Program Completer surveys, Professional Development (PD) surveys, Mentor contact logs, and the candidate Continuum of Teaching Practice self-assessment.

Interviews with program completers provided further context for a culture of continuous improvement. Candidates described cycles of inquiry that resulted in a “colloquium” experience that included meaningful artifacts demonstrating candidate growth in the profession. One completer shared, “We became a family and the support is still there. I continue to text my coach...”

Additional evidence is collected in the form of candidate ILP artifacts that demonstrate both teacher and student growth and development. Program leadership provides clear guidelines and multiple means for candidates to identify artifacts that best represent their growth and development as a teacher. Multiple opportunities are provided for mentors and program leadership to give feedback on the quality and nature of the candidates’ artifact evidence. Candidates and mentors expressed their appreciation for the timely response and quality of resources and advice provided by program leadership throughout the inquiry process.

Candidates reported that the program valued their feedback regarding current professional development and used their input to determine future New Teacher Network professional learning topics. One candidate mentioned the value of the writing learning lab experience. “I was an active member in the writing process” and was able to ask questions of a veteran teacher’s instructional practice in the moment.

Interviews with the Induction Advisory Committee provided specific detail describing how the committee has “evolved for the diverse vantage points” of the committee membership. One defined their role as a “decision-making body” for program processes and practices. Specific examples of program modifications that have come as a result of IAC input include the

development of the subject-matter specialist role to come alongside candidates for targeted support in music, physical education and special education.

| Common Standard 5: Program Impact  | Team Finding |
|--|--------------|
| The institution ensures that candidates preparing to serve as professional school personnel know and demonstrate knowledge and skills necessary to educate and support effectively all students in meeting state adopted academic standards. Assessments indicate that candidates meet the Commission adopted competency requirements as specified in the program standards. | Consistent   |
| The unit and its programs evaluate and demonstrate that they are having a positive impact on candidate learning and competence and on teaching and learning in schools that serve California's students.   | Consistent   |

### **Finding on Common Standard 5: Met**

#### **Summary of information applicable to the standard.**

The HESD Teacher Induction Program (TIP) and Clear Administrative Services Credential (CASC) has a system of support for candidates that begins with the development of an ILP that is collaboratively designed with guidance by the mentor and site administrator. The ILP includes a professional growth goal and measurable outcome. This goal, or professional dilemma, is based on the California Standards for the Teaching Profession (CSTP) and forms the inquiry focus. Throughout the inquiry the candidate plans student learning experiences utilizing research-based best practices and reflects upon the teaching and learning experiences. These experiences include two veteran teacher observations. Candidates self-assess on the CSTP in each year of the induction program using the Continuum of Teaching Practice (CTP). Mentors provide suggestions to support candidates to move their teaching practice to the next level.

HESD induction regularly collects data for program evaluation. Inquiry documentation, survey data, and stakeholder feedback is reviewed regularly in order to measure the positive effect of induction on teaching and learning. In interviews, candidates shared examples of professional development sessions they attended and how their participation supported them in the inquiry process. One candidate shared, "As a white male working with minority students, I found the professional development on diversity to be very helpful in understanding my students better."

When asked, "What is having the most positive impact on your work with students?" one candidate responded, "The most positive thing in the induction program is the one-on-one support that is offered to help with specific needs of my classroom and students to create a positive learning experience for the students."



Multiple teacher and administrative candidates enthusiastically described how immediate and timely feedback provided opportunities for increased student engagement through the challenge of distance learning. Teacher candidates highlighted the use of specific tools (Nearpod, Flipgrid, and Google sheets) that mentors, professional development providers, and subject-matter partners introduced which led to improved student outcomes.

Candidates further described a great appreciation for the “grace” and “moral support” that was extended to them throughout their induction experience, especially during distance learning. This led to teachers extending that same grace and moral support to students and families as they transitioned through the different challenges of distance learning.

Site Administrators shared multiple, specific examples of the impact of induction on student learning. One principal expressed an appreciation for the multiple layers of support that district coaching has provided to her new teachers. “My TK teacher was able to develop sentence production with her students through the combined efforts of our ELA and Induction coaching staff.”

## HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Joy C. Gabler

FROM: David Endo

DATE: 05/17/2021

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

FOR: ☒ Information  
☐ Action

Date you wish to have your item considered: 05/26/2021

**ITEM:**

Receive for information monthly financial reports for the period of 07/01/2020-04/30/2021.

**PURPOSE:**

Attached are financial summaries for all of the District's funds for the period of 07/01/2020-04/30/2021.

**FISCAL IMPACT:**

The financial reports are informational only.

**RECOMMENDATIONS:**

Receive the monthly financial reports.

13 Hanford Elementary School District  
 Fiscal Year: 2021  
 Requested by dendo

## Fiscal Position Report

April 2021

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Fund: 0100 General Fund

|  |           | April Amount            | YTD Amount              | Revised<br>Budget      | % of<br>Budget | % Remain     |
|--|-----------|-------------------------|-------------------------|------------------------|----------------|--------------|
| <b>BEGINNING BALANCE</b>                       |           |                         |                         |                        |                |              |
| Net Beginning Balance                          | 9791-9795 |                         | \$14,162,587.95         | \$14,162,587.95        |                |              |
| <b>REVENUES</b>                                |           |                         |                         |                        |                |              |
| 1) LCFF Sources                                | 8010-8099 | \$1,778,018.83          | \$42,888,871.64         | \$61,817,622.00        | 69.38          | 30.62        |
| 2) Federal Revenues                            | 8100-8299 | \$391,640.77            | \$7,783,949.55          | \$10,527,106.43        | 73.94          | 26.06        |
| 3) Other State Revenues                        | 8300-8599 | \$168,585.00            | \$3,061,443.72          | \$7,352,841.60         | 41.64          | 58.36        |
| 4) Other Local Revenues                        | 8600-8799 | \$104,576.23            | \$1,613,041.64          | \$2,496,370.00         | 64.62          | 35.38        |
| <b>5) Total, Revenues</b>                      |           | <b>\$2,442,820.83</b>   | <b>\$55,347,306.55</b>  | <b>\$82,193,940.03</b> | <b>67.34</b>   | <b>32.66</b> |
| <b>EXPENDITURES</b>                            |           |                         |                         |                        |                |              |
| 1) Certificated Salaries                       | 1000-1999 | \$2,786,243.12          | \$25,039,112.08         | \$31,203,920.96        | 80.24          | 19.76        |
| 2) Classified Salaries                         | 2000-2999 | \$984,889.29            | \$9,595,889.30          | \$12,335,592.49        | 77.79          | 22.21        |
| 3) Employee Benefits                           | 3000-3999 | \$1,508,285.49          | \$13,375,591.75         | \$20,582,126.00        | 64.99          | 35.01        |
| 4) Books and Supplies                          | 4000-4999 | \$472,264.74            | \$3,923,695.79          | \$5,502,327.98         | 71.31          | 28.69        |
| 5) Services, Oth Oper Exp                      | 5000-5999 | \$205,300.78            | \$4,410,508.74          | \$6,894,723.84         | 63.97          | 36.03        |
| 6) Capital Outlay                              | 6000-6999 | \$317,682.52            | \$970,886.46            | \$2,255,100.22         | 43.05          | 56.95        |
| 7) Other Outgo(excl. 7300`s)                   | 7100-7499 | \$19,686.22             | \$611,004.32            | \$1,455,163.00         | 41.99          | 58.01        |
| 8) Direct/Indirect Support                     | 7300-7399 | \$0.00                  | \$0.00                  | (\$150,000.00)         | 0.00           | 100.00       |
| <b>9) Total Expenditures</b>                   |           | <b>\$6,294,352.16</b>   | <b>\$57,926,688.44</b>  | <b>\$80,078,954.49</b> | <b>72.34</b>   | <b>27.66</b> |
| <b>OTHER FINANCING SOURCES/USES</b>            |           |                         |                         |                        |                |              |
| 1) Transfers                                   |           |                         |                         |                        |                |              |
| A) Transfers In                                | 8910-8929 | \$0.00                  | \$0.00                  | \$0.00                 | 0.00           | 100.00       |
| B) Transfers Out                               | 7610-7629 | \$0.00                  | \$284,735.00            | \$284,735.00           | 100.00         | 0.00         |
| 2) Other Sources/Uses                          |           |                         |                         |                        |                |              |
| A) Sources                                     | 8930-8979 | \$0.00                  | \$0.00                  | \$1,240,000.00         | 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>(\$284,735.00)</b>   | <b>\$955,265.00</b>    | <b>18.67</b>   | <b>81.33</b> |
| <b>NET INCREASE (DECREASE) IN FUND BALANCE</b> |           | <b>(\$3,851,531.33)</b> | <b>(\$2,864,116.89)</b> | <b>\$3,070,250.54</b>  |                |              |
| <b>ENDING FUND BALANCE</b>                     |           |                         | <b>\$11,298,471.06</b>  | <b>\$17,232,838.49</b> |                |              |

13 Hanford Elementary School District  
 Fiscal Year: 2021  
 Requested by dendo

## Fiscal Position Report

April 2021

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Fund: 0800 Student Activity Special Revenue Fund

|  |           | April Amount  | YTD Amount    | Revised<br>Budget | % of<br>Budget | % Remain      |
|--|-----------|---------------|---------------|-------------------|----------------|---------------|
| <b>REVENUES</b>                                |           |               |               |                   |                |               |
| 4) Other Local Revenues                        | 8600-8799 | \$0.00        | \$0.00        | \$0.00            | 0.00           | 100.00        |
| 5) Total, Revenues                             |           | <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>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b>     |                |               |
| <b>ENDING FUND BALANCE</b>                     |           |               |               |                   |                |               |
|  |           |               | <b>\$0.00</b> | <b>\$0.00</b>     |                |               |

13 Hanford Elementary School District  
 Fiscal Year: 2021  
 Requested by dendo

## Fiscal Position Report

April 2021

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Fund: 0900 Charter Schools Fund

|  |           | April Amount  | YTD Amount        | Revised<br>Budget | % of<br>Budget | % Remain |
|--|-----------|---------------|-------------------|-------------------|----------------|----------|
| <b>BEGINNING BALANCE</b>                       |           |               |                   |                   |                |          |
| Net Beginning Balance                          | 9791-9795 |               | \$1,697.00        | \$1,697.00        |                |          |
| <b>NET INCREASE (DECREASE) IN FUND BALANCE</b> |           |               |                   |                   |                |          |
|  |           | <u>\$0.00</u> | <u>\$0.00</u>     | <u>\$0.00</u>     |                |          |
| <b>ENDING FUND BALANCE</b>                     |           |               |                   |                   |                |          |
|  |           |               | <u>\$1,697.00</u> | <u>\$1,697.00</u> |                |          |

13 Hanford Elementary School District  
 Fiscal Year: 2021  
 Requested by dendo

## Fiscal Position Report

April 2021

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Fund: 1300 Cafeteria Fund

|  |           | April Amount        | YTD Amount            | Revised<br>Budget     | % of<br>Budget | % Remain     |
|--|-----------|---------------------|-----------------------|-----------------------|----------------|--------------|
| <b>BEGINNING BALANCE</b>                       |           |                     |                       |                       |                |              |
| Net Beginning Balance                          | 9791-9795 |                     | \$1,508,445.64        | \$1,508,445.64        |                |              |
| <b>REVENUES</b>                                |           |                     |                       |                       |                |              |
| 2) Federal Revenues                            | 8100-8299 | \$395,457.74        | \$1,416,375.73        | \$2,129,249.00        | 66.52          | 33.48        |
| 3) Other State Revenues                        | 8300-8599 | \$36,290.66         | \$103,719.84          | \$158,674.00          | 65.37          | 34.63        |
| 4) Other Local Revenues                        | 8600-8799 | \$2,377.72          | \$9,030.11            | \$15,000.00           | 60.20          | 39.80        |
| <b>5) Total, Revenues</b>                      |           | <b>\$434,126.12</b> | <b>\$1,529,125.68</b> | <b>\$2,302,923.00</b> | <b>66.40</b>   | <b>33.60</b> |
| <b>EXPENDITURES</b>                            |           |                     |                       |                       |                |              |
| 2) Classified Salaries                         | 2000-2999 | \$93,717.96         | \$911,704.09          | \$1,186,093.00        | 76.87          | 23.13        |
| 3) Employee Benefits                           | 3000-3999 | \$38,039.68         | \$347,380.01          | \$470,638.00          | 73.81          | 26.19        |
| 4) Books and Supplies                          | 4000-4999 | \$121,432.64        | \$814,223.32          | \$1,233,574.00        | 66.01          | 33.99        |
| 5) Services, Oth Oper Exp                      | 5000-5999 | (\$2,887.60)        | \$29,024.03           | (\$16,048.00)         | (180.86)       | 280.86       |
| 6) Capital Outlay                              | 6000-6999 | \$0.00              | \$0.00                | \$0.00                | 0.00           | 100.00       |
| 8) Direct/Indirect Support                     | 7300-7399 | \$0.00              | \$0.00                | \$150,000.00          | 0.00           | 100.00       |
| <b>9) Total Expenditures</b>                   |           | <b>\$250,302.68</b> | <b>\$2,102,331.45</b> | <b>\$3,024,257.00</b> | <b>69.52</b>   | <b>30.48</b> |
| <b>NET INCREASE (DECREASE) IN FUND BALANCE</b> |           | <b>\$183,823.44</b> | <b>(\$573,205.77)</b> | <b>(\$721,334.00)</b> |                |              |
| <b>ENDING FUND BALANCE</b>                     |           |                     | <b>\$935,239.87</b>   | <b>\$787,111.64</b>   |                |              |

13 Hanford Elementary School District  
 Fiscal Year: 2021  
 Requested by dendo

## Fiscal Position Report

April 2021

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Fund: 1400 Deferred Maintenance Fund

|  |           | April Amount      | YTD Amount          | Revised<br>Budget   | % of<br>Budget | % Remain     |
|--|-----------|-------------------|---------------------|---------------------|----------------|--------------|
| <b>BEGINNING BALANCE</b>                       |           |                   |                     |                     |                |              |
| Net Beginning Balance                          | 9791-9795 |                   | \$4,265.72          | \$4,265.72          |                |              |
| <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 | \$428.82          | \$1,701.38          | \$3,000.00          | 56.71          | 43.29        |
| <b>5) Total, Revenues</b>                      |           | <b>\$428.82</b>   | <b>\$301,701.38</b> | <b>\$303,000.00</b> | <b>99.57</b>   | <b>0.43</b>  |
| <b>EXPENDITURES</b>                            |           |                   |                     |                     |                |              |
| 5) Services, Oth Oper Exp                      | 5000-5999 | \$0.00            | \$10,095.00         | \$10,095.00         | 100.00         | 0.00         |
| 6) Capital Outlay                              | 6000-6999 | \$1,192.50        | \$62,585.92         | \$297,170.72        | 21.06          | 78.94        |
| <b>9) Total Expenditures</b>                   |           | <b>\$1,192.50</b> | <b>\$72,680.92</b>  | <b>\$307,265.72</b> | <b>23.65</b>   | <b>76.35</b> |
| <b>NET INCREASE (DECREASE) IN FUND BALANCE</b> |           | <b>(\$763.68)</b> | <b>\$229,020.46</b> | <b>(\$4,265.72)</b> |                |              |
| <b>ENDING FUND BALANCE</b>                     |           |                   | <b>\$233,286.18</b> | <b>\$0.00</b>       |                |              |

13 Hanford Elementary School District  
 Fiscal Year: 2021  
 Requested by dendo

## Fiscal Position Report

April 2021

5/13/2021 10:06:23AM

Fund: 1500 Pupil Transportation Equip

|  |           | April Amount    | YTD Amount            | Revised<br>Budget     | % of<br>Budget | % Remain    |
|--|-----------|-----------------|-----------------------|-----------------------|----------------|-------------|
| <b>BEGINNING BALANCE</b>                       |           |                 |                       |                       |                |             |
| Net Beginning Balance                          | 9791-9795 |                 | \$360,121.84          | \$360,121.84          |                |             |
| <b>REVENUES</b>                                |           |                 |                       |                       |                |             |
| 3) Other State Revenues                        | 8300-8599 | \$0.00          | \$1,657,663.00        | \$1,657,663.00        | 100.00         | 0.00        |
| 4) Other Local Revenues                        | 8600-8799 | \$237.57        | \$2,700.38            | \$8,000.00            | 33.75          | 66.25       |
| <b>5) Total, Revenues</b>                      |           | <b>\$237.57</b> | <b>\$1,660,363.38</b> | <b>\$1,665,663.00</b> | <b>99.68</b>   | <b>0.32</b> |
| <b>EXPENDITURES</b>                            |           |                 |                       |                       |                |             |
| 6) Capital Outlay                              | 6000-6999 | \$0.00          | \$1,927,805.68        | \$1,936,720.63        | 99.54          | 0.46        |
| <b>9) Total Expenditures</b>                   |           | <b>\$0.00</b>   | <b>\$1,927,805.68</b> | <b>\$1,936,720.63</b> | <b>99.54</b>   | <b>0.46</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>\$237.57</b> | <b>(\$167,442.30)</b> | <b>(\$171,057.63)</b> |                |             |
| <b>ENDING FUND BALANCE</b>                     |           |                 | <b>\$192,679.54</b>   | <b>\$189,064.21</b>   |                |             |



13 Hanford Elementary School District  
 Fiscal Year: 2021  
 Requested by dendo

## Fiscal Position Report

April 2021

5/13/2021 10:06:23AM

Fund: 2000 SPECIAL RESERVE FUND FOR OTHER POSTE

|  |           | April Amount       | YTD Amount            | Revised<br>Budget     | % of<br>Budget | % Remain     |
|--|-----------|--------------------|-----------------------|-----------------------|----------------|--------------|
| <b>BEGINNING BALANCE</b>                       |           |                    |                       |                       |                |              |
| Net Beginning Balance                          | 9791-9795 |                    | \$6,860,525.75        | \$6,860,525.75        |                |              |
| <b>REVENUES</b>                                |           |                    |                       |                       |                |              |
| 4) Other Local Revenues                        | 8600-8799 | \$12,873.66        | \$51,150.16           | \$80,000.00           | 63.94          | 36.06        |
| <b>5) Total, Revenues</b>                      |           | <b>\$12,873.66</b> | <b>\$51,150.16</b>    | <b>\$80,000.00</b>    | <b>63.94</b>   | <b>36.06</b> |
| <b>OTHER FINANCING SOURCES/USES</b>            |           |                    |                       |                       |                |              |
| 1) Transfers                                   |           |                    |                       |                       |                |              |
| A) Transfers In                                | 8910-8929 | \$0.00             | \$184,735.00          | \$184,735.00          | 100.00         | 0.00         |
| <b>4) Total, Other Financing Sources/Uses</b>  |           | <b>\$0.00</b>      | <b>\$184,735.00</b>   | <b>\$184,735.00</b>   | <b>100.00</b>  | <b>0.00</b>  |
| <b>NET INCREASE (DECREASE) IN FUND BALANCE</b> |           | <b>\$12,873.66</b> | <b>\$235,885.16</b>   | <b>\$264,735.00</b>   |                |              |
| <b>ENDING FUND BALANCE</b>                     |           |                    | <b>\$7,096,410.91</b> | <b>\$7,125,260.75</b> |                |              |

13 Hanford Elementary School District  
 Fiscal Year: 2021  
 Requested by dendo

## Fiscal Position Report

April 2021

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Fund: 2100 Building Fund-Local

|  |           | April Amount         | YTD Amount                 | Revised<br>Budget          | % of<br>Budget | % Remain      |
|--|-----------|----------------------|----------------------------|----------------------------|----------------|---------------|
| <b>BEGINNING BALANCE</b>                       |           |                      |                            |                            |                |               |
| Net Beginning Balance                          | 9791-9795 |                      | \$2,047.19                 | \$2,047.19                 |                |               |
| <b>REVENUES</b>                                |           |                      |                            |                            |                |               |
| 4) Other Local Revenues                        | 8600-8799 | \$0.00               | \$20.64                    | \$0.00                     | 0.00           | 100.00        |
| <b>5) Total, Revenues</b>                      |           | <b>\$0.00</b>        | <b>\$20.64</b>             | <b>\$0.00</b>              | <b>0.00</b>    | <b>100.00</b> |
| <b>EXPENDITURES</b>                            |           |                      |                            |                            |                |               |
| 6) Capital Outlay                              | 6000-6999 | \$0.00               | \$102.87                   | \$2,047.19                 | 5.02           | 94.98         |
| <b>9) Total Expenditures</b>                   |           | <b>\$0.00</b>        | <b>\$102.87</b>            | <b>\$2,047.19</b>          | <b>5.02</b>    | <b>94.98</b>  |
| <b>OTHER FINANCING SOURCES/USES</b>            |           |                      |                            |                            |                |               |
| 1) Transfers                                   |           |                      |                            |                            |                |               |
| B) Transfers Out                               | 7610-7629 | \$0.00               | \$1,964.96                 | \$0.00                     | 0.00           | 100.00        |
| <b>4) Total, Other Financing Sources/Uses</b>  |           | <b>\$0.00</b>        | <b>(\$1,964.96)</b>        | <b>\$0.00</b>              | <b>0.00</b>    | <b>100.00</b> |
| <b>NET INCREASE (DECREASE) IN FUND BALANCE</b> |           |                      |                            |                            |                |               |
|  |           | <u><b>\$0.00</b></u> | <u><b>(\$2,047.19)</b></u> | <u><b>(\$2,047.19)</b></u> |                |               |
| <b>ENDING FUND BALANCE</b>                     |           |                      |                            |                            |                |               |
|  |           |                      | <u><b>\$0.00</b></u>       | <u><b>\$0.00</b></u>       |                |               |

13 Hanford Elementary School District  
 Fiscal Year: 2021  
 Requested by dendo

## Fiscal Position Report

April 2021

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Fund: 2110 Building Funds - Local 1

|  |           | April Amount  | YTD Amount              | Revised<br>Budget       | % of<br>Budget | % Remain      |
|--|-----------|---------------|-------------------------|-------------------------|----------------|---------------|
| <b>BEGINNING BALANCE</b>                       |           |               |                         |                         |                |               |
| Net Beginning Balance                          | 9791-9795 |               | \$2,192,761.01          | \$2,192,761.01          |                |               |
| <b>REVENUES</b>                                |           |               |                         |                         |                |               |
| 4) Other Local Revenues                        | 8600-8799 | \$0.00        | \$7,814.20              | \$10,000.00             | 78.14          | 21.86         |
| <b>5) Total, Revenues</b>                      |           | <b>\$0.00</b> | <b>\$7,814.20</b>       | <b>\$10,000.00</b>      | <b>78.14</b>   | <b>21.86</b>  |
| <b>EXPENDITURES</b>                            |           |               |                         |                         |                |               |
| 6) Capital Outlay                              | 6000-6999 | \$0.00        | \$654,225.38            | \$652,761.01            | 100.22         | (0.22)        |
| <b>9) Total Expenditures</b>                   |           | <b>\$0.00</b> | <b>\$654,225.38</b>     | <b>\$652,761.01</b>     | <b>100.22</b>  | <b>(0.22)</b> |
| <b>OTHER FINANCING SOURCES/USES</b>            |           |               |                         |                         |                |               |
| 1) Transfers                                   |           |               |                         |                         |                |               |
| B) Transfers Out                               | 7610-7629 | \$0.00        | \$1,546,349.83          | \$1,550,000.00          | 99.76          | 0.24          |
| <b>4) Total, Other Financing Sources/Uses</b>  |           | <b>\$0.00</b> | <b>(\$1,546,349.83)</b> | <b>(\$1,550,000.00)</b> | <b>99.76</b>   | <b>0.24</b>   |
| <b>NET INCREASE (DECREASE) IN FUND BALANCE</b> |           | <b>\$0.00</b> | <b>(\$2,192,761.01)</b> | <b>(\$2,192,761.01)</b> |                |               |
| <b>ENDING FUND BALANCE</b>                     |           |               | <b>\$0.00</b>           | <b>\$0.00</b>           |                |               |

13 Hanford Elementary School District  
 Fiscal Year: 2021  
 Requested by dendo

## Fiscal Position Report

April 2021

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Fund: 2120 Building Funds - Local 2

|  |           | April Amount       | YTD Amount            | Revised<br>Budget     | % of<br>Budget | % Remain      |
|--|-----------|--------------------|-----------------------|-----------------------|----------------|---------------|
| <b>REVENUES</b>                                |           |                    |                       |                       |                |               |
| 4) Other Local Revenues                        | 8600-8799 | \$13,822.11        | \$30,338.40           | \$77,000.00           | 39.40          | 60.60         |
| <b>5) Total, Revenues</b>                      |           | <b>\$13,822.11</b> | <b>\$30,338.40</b>    | <b>\$77,000.00</b>    | <b>39.40</b>   | <b>60.60</b>  |
| <b>EXPENDITURES</b>                            |           |                    |                       |                       |                |               |
| 5) Services, Oth Oper Exp                      | 5000-5999 | \$0.00             | \$222,126.24          | \$0.00                | 0.00           | 100.00        |
| <b>9) Total Expenditures</b>                   |           | <b>\$0.00</b>      | <b>\$222,126.24</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             | \$1,000,000.00        | \$4,700,000.00        | 21.28          | 78.72         |
| 2) Other Sources/Uses                          |           |                    |                       |                       |                |               |
| A) Sources                                     | 8930-8979 | \$0.00             | \$7,822,126.24        | \$7,820,000.00        | 100.03         | (0.03)        |
| <b>4) Total, Other Financing Sources/Uses</b>  |           | <b>\$0.00</b>      | <b>\$6,822,126.24</b> | <b>\$3,120,000.00</b> | <b>70.46</b>   | <b>29.54</b>  |
| <b>NET INCREASE (DECREASE) IN FUND BALANCE</b> |           | <b>\$13,822.11</b> | <b>\$6,630,338.40</b> | <b>\$3,197,000.00</b> |                |               |
| <b>ENDING FUND BALANCE</b>                     |           |                    | <b>\$6,630,338.40</b> | <b>\$3,197,000.00</b> |                |               |

13 Hanford Elementary School District  
 Fiscal Year: 2021  
 Requested by dendo

## Fiscal Position Report

April 2021

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Fund: 2500 CapitalFacilities Fund

|  |           | April Amount    | YTD Amount           | Revised<br>Budget    | % of<br>Budget | % Remain      |
|--|-----------|-----------------|----------------------|----------------------|----------------|---------------|
| <b>BEGINNING BALANCE</b>                       |           |                 |                      |                      |                |               |
| Net Beginning Balance                          | 9791-9795 |                 | \$520,178.31         | \$520,178.31         |                |               |
| <b>REVENUES</b>                                |           |                 |                      |                      |                |               |
| 4) Other Local Revenues                        | 8600-8799 | \$830.80        | \$52,424.34          | \$100,000.00         | 52.42          | 47.58         |
| <b>5) Total, Revenues</b>                      |           | <b>\$830.80</b> | <b>\$52,424.34</b>   | <b>\$100,000.00</b>  | <b>52.42</b>   | <b>47.58</b>  |
| <b>EXPENDITURES</b>                            |           |                 |                      |                      |                |               |
| 5) Services, Oth Oper Exp                      | 5000-5999 | \$0.00          | \$111,360.00         | \$165,000.00         | 67.49          | 32.51         |
| <b>9) Total Expenditures</b>                   |           | <b>\$0.00</b>   | <b>\$111,360.00</b>  | <b>\$165,000.00</b>  | <b>67.49</b>   | <b>32.51</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>\$830.80</b> | <b>(\$58,935.66)</b> | <b>(\$65,000.00)</b> |                |               |
| <b>ENDING FUND BALANCE</b>                     |           |                 | <b>\$461,242.65</b>  | <b>\$455,178.31</b>  |                |               |

13 Hanford Elementary School District  
 Fiscal Year: 2021  
 Requested by dendo

## Fiscal Position Report

April 2021

5/13/2021 10:06:23AM

Fund: 3500 SCHOOL FACILITY PROGRAM

|  |           | April Amount          | YTD Amount            | Revised<br>Budget       | % of<br>Budget | % Remain       |
|--|-----------|-----------------------|-----------------------|-------------------------|----------------|----------------|
| <b>BEGINNING BALANCE</b>                       |           |                       |                       |                         |                |                |
| Net Beginning Balance                          | 9791-9795 |                       | \$1,794,417.57        | \$1,794,417.57          |                |                |
| <b>REVENUES</b>                                |           |                       |                       |                         |                |                |
| 4) Other Local Revenues                        | 8600-8799 | \$211.17              | \$5,986.33            | \$4,411.30              | 135.70         | (35.70)        |
| <b>5) Total, Revenues</b>                      |           | <b>\$211.17</b>       | <b>\$5,986.33</b>     | <b>\$4,411.30</b>       | <b>135.70</b>  | <b>(35.70)</b> |
| <b>EXPENDITURES</b>                            |           |                       |                       |                         |                |                |
| 5) Services, Oth Oper Exp                      | 5000-5999 | \$0.00                | \$1,180.00            | \$1,180.00              | 100.00         | 0.00           |
| 6) Capital Outlay                              | 6000-6999 | \$111,783.71          | \$3,467,381.48        | \$8,120,148.87          | 42.70          | 57.30          |
| <b>9) Total Expenditures</b>                   |           | <b>\$111,783.71</b>   | <b>\$3,468,561.48</b> | <b>\$8,121,328.87</b>   | <b>42.71</b>   | <b>57.29</b>   |
| <b>OTHER FINANCING SOURCES/USES</b>            |           |                       |                       |                         |                |                |
| 1) Transfers                                   |           |                       |                       |                         |                |                |
| A) Transfers In                                | 8910-8929 | \$0.00                | \$2,600,814.79        | \$6,322,500.00          | 41.14          | 58.86          |
| 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>\$2,600,814.79</b> | <b>\$6,322,500.00</b>   | <b>41.14</b>   | <b>58.86</b>   |
| <b>NET INCREASE (DECREASE) IN FUND BALANCE</b> |           | <b>(\$111,572.54)</b> | <b>(\$861,760.36)</b> | <b>(\$1,794,417.57)</b> |                |                |
| <b>ENDING FUND BALANCE</b>                     |           |                       | <b>\$932,657.21</b>   | <b>\$0.00</b>           |                |                |

13 Hanford Elementary School District  
 Fiscal Year: 2021  
 Requested by dendo

## Fiscal Position Report

April 2021

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Fund: 4000 Special Reserve - Capital Outlay

|  |           | April Amount      | YTD Amount            | Revised<br>Budget     | % of<br>Budget | % Remain      |
|--|-----------|-------------------|-----------------------|-----------------------|----------------|---------------|
| <b>BEGINNING BALANCE</b>                       |           |                   |                       |                       |                |               |
| Net Beginning Balance                          | 9791-9795 |                   | \$1,182,144.91        | \$1,182,144.91        |                |               |
| <b>REVENUES</b>                                |           |                   |                       |                       |                |               |
| 4) Other Local Revenues                        | 8600-8799 | \$2,064.80        | \$8,547.20            | \$12,000.00           | 71.23          | 28.77         |
| <b>5) Total, Revenues</b>                      |           | <b>\$2,064.80</b> | <b>\$8,547.20</b>     | <b>\$12,000.00</b>    | <b>71.23</b>   | <b>28.77</b>  |
| <b>EXPENDITURES</b>                            |           |                   |                       |                       |                |               |
| 6) Capital Outlay                              | 6000-6999 | \$0.00            | \$0.00                | \$1,611.00            | 0.00           | 100.00        |
| <b>9) Total Expenditures</b>                   |           | <b>\$0.00</b>     | <b>\$0.00</b>         | <b>\$1,611.00</b>     | <b>0.00</b>    | <b>100.00</b> |
| <b>OTHER FINANCING SOURCES/USES</b>            |           |                   |                       |                       |                |               |
| 1) Transfers                                   |           |                   |                       |                       |                |               |
| B) Transfers Out                               | 7610-7629 | \$0.00            | \$52,500.00           | \$72,500.00           | 72.41          | 27.59         |
| <b>4) Total, Other Financing Sources/Uses</b>  |           | <b>\$0.00</b>     | <b>(\$52,500.00)</b>  | <b>(\$72,500.00)</b>  | <b>72.41</b>   | <b>27.59</b>  |
| <b>NET INCREASE (DECREASE) IN FUND BALANCE</b> |           | <b>\$2,064.80</b> | <b>(\$43,952.80)</b>  | <b>(\$62,111.00)</b>  |                |               |
| <b>ENDING FUND BALANCE</b>                     |           |                   | <b>\$1,138,192.11</b> | <b>\$1,120,033.91</b> |                |               |

13 Hanford Elementary School District  
 Fiscal Year: 2021  
 Requested by dendo

## Fiscal Position Report

April 2021

5/13/2021 10:06:23AM

Fund: 6720 Self-Insurance/Other

|  |           | April Amount         | YTD Amount          | Revised<br>Budget   | % of<br>Budget | % Remain     |
|--|-----------|----------------------|---------------------|---------------------|----------------|--------------|
| <b>BEGINNING BALANCE</b>                       |           |                      |                     |                     |                |              |
| Net Beginning Balance                          | 9791-9795 |                      | \$589,055.53        | \$589,055.53        |                |              |
| <b>REVENUES</b>                                |           |                      |                     |                     |                |              |
| 4) Other Local Revenues                        | 8600-8799 | \$61,403.52          | \$514,753.14        | \$753,000.00        | 68.36          | 31.64        |
| <b>5) Total, Revenues</b>                      |           | <b>\$61,403.52</b>   | <b>\$514,753.14</b> | <b>\$753,000.00</b> | <b>68.36</b>   | <b>31.64</b> |
| <b>EXPENDITURES</b>                            |           |                      |                     |                     |                |              |
| 5) Services, Oth Oper Exp                      | 5000-5999 | \$82,237.16          | \$502,450.69        | \$749,000.00        | 67.08          | 32.92        |
| <b>9) Total Expenditures</b>                   |           | <b>\$82,237.16</b>   | <b>\$502,450.69</b> | <b>\$749,000.00</b> | <b>67.08</b>   | <b>32.92</b> |
| <b>NET INCREASE (DECREASE) IN FUND BALANCE</b> |           | <b>(\$20,833.64)</b> | <b>\$12,302.45</b>  | <b>\$4,000.00</b>   |                |              |
| <b>ENDING FUND BALANCE</b>                     |           |                      | <b>\$601,357.98</b> | <b>\$593,055.53</b> |                |              |



## HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Board of Trustees

FROM: Joy C. Gabler

DATE: 05/17/21

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

FOR: ☒ Information  
☐ Action

Date you wish to have your item considered: 05/26/21

**ITEM:** Review the 2020-2021 District/Board Goals

**PURPOSE:** Provide an update on progress made toward the District/Board Goals.

**FISCAL IMPACT:**

**RECOMMENDATIONS:**

# HANFORD ELEMENTARY SCHOOL DISTRICT

## AGENDA REQUEST FORM

TO: Joy Gabler

FROM: Doug Carlton

DATE: May 7, 2021

For: ☒ Board Meeting  
☐ Superintendent's Cabinet

For: ☐ Information  
☒ Action

Date you wish to have your item considered: May 26, 2021

**ITEM: Expanded Learning Opportunities Grant Plan**

**PURPOSE:** The California Legislature provided \$6.6 billion in the [Assembly Bill 86 COVID-19 relief package](#), including \$2 billion for In-Person Instruction (IPI) Grants and \$4.6 billion for Expanded Learning Opportunities (ELO) Grants. Governor Newsom signed AB 86 on March 5, 2021. To be eligible for funding, LEAs must implement a learning recovery program, that at a minimum, provides supplemental instruction, support for social and emotional well-being, and, to the maximum extent permissible under the guidelines of the United States Department of Agriculture, meals and snacks to specified student groups, as defined in *Education Code* Section 43522, who have faced adverse learning and social-emotional circumstances.

**FISCAL IMPACT:** Hanford Elementary will receive \$4,337,789 under the Expanded Learning Opportunities Grant.

## HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Joy C. Gabler

FROM: Javier Espindola

DATE: May 7, 2021

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

FOR: ☐ Information  
☒ Action

Date you wish to have your item considered: May 26, 2021

**ITEM:** Consider approval of Plan of Work with Tulare County Office of Education and Jefferson Academy.

**PURPOSE:** Jared Marr from Tulare County Office of Education to provide ongoing planning support and in class coaching to K-8 teachers in the area of Next Generation Science Standards.

**FISCAL IMPACT:** \$18,375.00

**RECOMMENDATIONS:** Approve

## HANFORD ELEMENTARY SCHOOL DISTRICT

## CONSULTANT CONTRACT

This contract is entered into on April 28, 2021, between the Hanford Elementary School District and Tulare County Office of Education (Consultant).

Consultant agrees to perform the following services for the Hanford Elementary School District:

Jared Marr from Tulare County Office of Education to provide ongoing planning support and in class coaching to K-8 teachers in the area of Next Generation Science Standards. See attached Plan of Work.

The Consultant, and the agents and employees of the Consultant, in the performance of this agreement shall act in an independent capacity and not as officers or employees or agents of the Hanford Elementary School District.

Consultant agrees to indemnify, defend and save harmless the Hanford Elementary School District, its officers, agents and employees from any and all claims and losses accruing or resulting in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Consultant in the performance of this agreement.

The Hanford Elementary School District agrees to pay Tulare County Office of Education the sum of Eighteen thousand three hundred seventy-five Dollars (\$ 18,375.00 ) for such services.

|  |  |                 |              |
|--|--|-----------------|--------------|
| <u>Consultant Signature</u>                                    | <u>Tulare County Office of Education</u> |                 |              |
| <u>Educational Resource Services, 7000 Doe Avenue, Suite A</u> | <u>Consultant Name</u>                   |                 |              |
| <u>Consultant's Address</u>                                    | <u>Visalia, CA 93291</u>                 | <u>City</u>     | <u>State</u> |
|  |  | <u>Zip Code</u> |              |

Principal/Department Head Signature

Other Authorizing Signature

Budget Account Number: 0100-3150-0-1110-1000-580009-021-0000 \$18,375.00

Board Approved: \_\_\_\_\_

Original Copy: Fiscal Services  
One Copy: Consultant  
One Copy: School/Department

ADM-009  
Revised 12/2007

**DISTRICT USE:**  
**SUBJECT TO MONTOYA SCHOOL SAFETY ACT?**

YES / NO  
(CIRCLE ONE)

**WORK PLAN** (CISC Region 7 - Not Tulare County)

JULY 1, 2021 - JUNE 30, 2022

4/28/21

INITIAL OR REVISION DATE

**TULARE COUNTY OFFICE OF EDUCATION****EDUCATIONAL RESOURCE SERVICES**

DISTRICT / SCHOOL / AGENCY

HESD/Jefferson

CONTACT

Javier Espindola

CONTACT EMAIL

Jesplndola@hanfordesd.org

CONTACT MOBILE #

TCOE LEAD(S)

Jared Marr cell (808)222-7057

CONTENT AREA

Science

Please return the signed work plan via email to:

Jared.Marr@tcoe.org

**2021-22 PROFESSIONAL LEARNING GOALS**

1) Continue to support teachers with science pedagogy.

2) ...

| #            | DATE(S) | CONSULTANT ACTIVITY          | DISTRICT RESPONSIBILITY    | ON-SITE /<br>VIRTUAL<br>DAY(S) | PREP &<br>FOLLOW-UP<br>DAY(S) | SUBTOTAL DAY(S) |
|--------------|---------|------------------------------|----------------------------|--------------------------------|-------------------------------|-----------------|
| 1            | 9/8/21  | Science Support; details TBD | Schedule teachers and subs | 1.00                           | 0.25                          | 1.25            |
| 2            | 9/15/21 | Science Support; details TBD | Schedule teachers and subs | 1.00                           | 0.25                          | 1.25            |
| 3            | 9/22/21 | Science Support; details TBD | Schedule teachers and subs | 1.00                           | 0.25                          | 1.25            |
| 4            | 9/28/21 | Science Support; details TBD | Schedule teachers and subs | 1.00                           | 0.25                          | 1.25            |
| 5            | 12/1/21 | Science Support; details TBD | Schedule teachers and subs | 1.00                           | 0.25                          | 1.25            |
| 6            | 1/12/22 | Science Support; details TBD | Schedule teachers and subs | 1.00                           | 0.25                          | 1.25            |
| 7            | 1/19/22 | Science Support; details TBD | Schedule teachers and subs | 1.00                           | 0.25                          | 1.25            |
| 8            | 1/25/22 | Science Support; details TBD | Schedule teachers and subs | 1.00                           | 0.25                          | 1.25            |
| 9            | 3/2/22  | Science Support; details TBD | Schedule teachers and subs | 1.00                           | 0.25                          | 1.25            |
| 10           | 3/16/22 | Science Support; details TBD | Schedule teachers and subs | 1.00                           | 0.25                          | 1.25            |
| 11           | 3/30/22 | Science Support; details TBD | Schedule teachers and subs | 1.00                           | 0.25                          | 1.25            |
| 12           | 4/5/22  | Science Support; details TBD | Schedule teachers and subs | 1.00                           | 0.25                          | 1.25            |
| TOTAL DAY(S) |         |                              |                            |                                |                               | 15.00           |

CISC REGION 7 RATE \$1,225.00

TOTAL FOR SERVICES \$18,375.00

**BINDER / BOOKS / MATERIALS / OTHER FEES (IF APPLICABLE)**

| #                   | DATE OF SERVICE | ITEM (BINDERS / BOOKS / MATERIALS / OTHER) | EACH   | QTY | AMOUNT |
|---------------------|-----------------|--|--------|-----|--------|
| 1                   |                 | <<<unhide hidden rows if needed            | \$0.00 | 0   | \$0.00 |
| TOTAL FOR MATERIALS |                 |  |        |     | \$0.00 |

**GRAND TOTAL FOR SERVICES & OTHER \$18,375.00**

DISTRICT / SCHOOL / AGENCY SIGNATURE

DATE

## HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Joy C. Gabler

FROM: Karen McConnell

DATE: May 12, 2021

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

FOR: ☐ Information  
☒ Action

Date you wish to have your item considered: May 26, 2021

**ITEM:** Memorandum of Understanding with Dr. Shah

**PURPOSE:** To provide support and training in the use of the SPOT vision screening program using an instrument-based (photo screening) approach for vision testing.

**FISCAL IMPACT:** None

**RECOMMENDATIONS:** Approve

## Memorandum of Understanding

### 2021-2022 School Year

This Memorandum of Understanding stands as evidence that Kings County School Districts (*Armona Union Elementary School District, Central Union Elementary School District, Corcoran Unified School District, Hanford Elementary School District, Hanford Joint Union High School School District, Lemoore Elementary School District, Lemoore Union High School District, Reef-Sunset Unified School District, Pioneer Union Elementary School District, Island Union School District, Kings River Hardwick School District, Kit Carson Union School District and KCOE*) and Dr. Shah (Optometrist/Ophthalmologist/Medical Director) intend to work together for the mutual goal of providing safe, effective, evidence-base, or best practice vision screening approaches to the students of Kings County, CA. The entities agree that the implementation of a vision screening program using instrument-based (photoscreening) approaches will assist in furthering this goal. In accordance with Education Code 49455, an agreement with or supervision by an eye care professional is required when instrument-based (photoscreeners) tools are used by school nurses in providing vision screening services to students. Additionally, in accordance with Education Code 51520 (c) it is mutually understood that solicitation of a pupil, or the pupil's parent or guardian, or encourage, or advise treatment or consultation for the pupil by the licensed optometrist, or any entity in which the licensed optometrist has a financial interest, for any condition discovered in the course of the vision testing is prohibited.

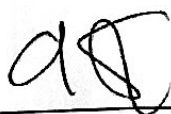
**Kings County School Districts shall:**

- Provide the vision screening personnel.
- Provide vision screening equipment.
- Orchestrate student vision screening among Kings County students.
- Ensure appropriate calibration and servicing as recommended by the manufacturer.
- Make referral for students who fail screening and follow up on those student referrals.

**The Optometrist/Ophthalmologist shall:**

- Provide just-in-time training on instrument-based screening equipment.
- Provide technical assistance on instrument-based equipment.
- Check for competency of the school nurse to use instrument-based equipment.

Signed: \_\_\_\_\_



Date: 05/11/21

## HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Joy C. Gabler

FROM: Karen McConnell

DATE: May 14, 2021

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

FOR: ☐ Information  
☒ Action

Date you wish to have your item considered: May 26, 2021

**ITEM:** Memorandum of Understanding between the Family HealthCare Network and the Hanford Elementary School District

**PURPOSE:** To provide access and health care services through the use of a mobile unit for students and the community on an agreeable schedule between the District and the Family HealthCare Network. The District schools involved in this project are: Roosevelt, Lincoln, King, Hamilton, Richmon/JFK and Washington. The mobile unit will provide routine screenings, labs, immunizations, physical exams for children and adults, sports physicals, well child visits, eligibility assistance and health education.

**FISCAL IMPACT:** None

**RECOMMENDATIONS:** Approve



## MEMORANDUM OF UNDERSTANDING

Between

Family HealthCare Network

And

Hanford Elementary School District

Lee Richmond Elementary School

This Memorandum of Understanding (MOU) is made and entered into this 13<sup>th</sup> day of May, 2021 by and between Family HealthCare Network, 305 E. Center Avenue, Visalia CA 93291 (hereinafter referred to as “FHCN”) and Hanford Elementary School District, specifically, Lee Richmond Elementary School, 939 Katie Hammond Street, Hanford CA 93230 (hereinafter referred to as “HESD-LRES”).

1. Purpose:

This MOU is being entered into for the purposes of identifying key roles of each of the organizations when working together to implement the mobile health project as partners. As two separate organizations, FHCN and HESD-LRES have a common mission to provide services that strengthen youth, families and communities.

Both organizations will maintain open communication and operate transparently as partners, serving mutually in a multitude of ways to promote and deliver the program’s services successfully. Each entity will retain autonomy and execute its own management decisions within its respective independent organization.

2. Organizations Roles and Responsibilities:

A. HESD-LRES will provide the following:

1. Provide adequate space to park the 38-foot mobile health center in an appropriate area on school grounds during mutually approved scheduled timeframes at HESD-LRES, 939 Katie Hammond Street, Hanford CA 93230.
2. Provide access to a breakroom and restroom for FHCN staff, as available.
3. Provide a space for patient waiting such as a 10 x 10 pop up canopy.
4. Provide access to electrical power for a 30’ 125/250 Vac power cord for shore power using a 50 AMP Reel Model, as available.
5. Partner and support FHCN to promote mobile health center availability.
6. Communicate with FHCN within two weeks of any modifications to the agreed upon schedule.

B. FHCN will provide the following:

1. FHCN will provide access to a full service mobile health center for students, families, and the local community to access within the organization’s scope of services.

2. FHCN will use only the designated location which has been agreed upon by HESD-LRES.
  3. FHCN will offer mobile health services to students, families, and the local community on an agreed upon schedule between FHCN and HESD-LRES.
  4. FHCN will contract for and provide General Liability Insurance in the amount of at least \$1,000,000.00 and name HESD-LRES as an additional insured. Proof of such insurance shall be provided to HESD-LRES prior to commencement of services for the designated site location of the mobile health center.
  5. FHCN will maintain mobile health center on FHCN auto insurance.
  6. FHCN will maintain current licensure for the mobile health center, drivers and health service providers.
  7. FHCN will ensure that proper safety equipment will be on the mobile health center.
  8. FHCN will communicate with HESD-LRES on any modifications to the agreed upon schedule between FHCN and HESD-LRES. Modifications may occur due to low utilization, vehicle maintenance needs, and staffing levels.
3. Hold Harmless Provision:
- A. Each party agrees to defend, hold harmless, and indemnify the other party's (and the other party's Board Members, officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses, losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including, but not limited to, personal injury, death at any time, and property damage) arising out of or made necessary by: (a) the indemnifying party's breach of the terms of this MOU, (b) the act or omission of the indemnifying party, its Board Members, employees, officers, agents, and assigns in connection with the performance of this MOU, and (c) the presence of the indemnifying party, its Board Members, officers, employees, agents, assigns, or invitees on the other party's premises.
  - B. In the event that any action or proceeding is brought against any party by reason of any claim or demand discussed in this section, upon notice, the indemnifying party shall defend the action or proceeding at the indemnifying party's expense, through counsel reasonably satisfactory to the other party or parties. The obligation to indemnify set forth in this section shall include reasonable attorneys' fees and investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand is made.
  - C. The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its Board Members, officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage determined by an arbitrator or court of competent jurisdiction to be caused by the sole active negligence or willful misconduct of the other party, its officers, employees, trustees, or agents.
  - D. These indemnification obligations shall survive the expiration and/or termination of this MOU for any claims that occur during the period of the MOU.

4. Effective Date and Duration. The MOU and the obligations hereunder shall be effective upon signatures and dates of all parties. The agreement and the scope of services under this MOU will cover all services rendered as of June 6, 2021 and shall remain in effect for as long as mutually decided upon by both parties. MOU will be reviewed annually, and only if changes are needed will amendments be made in agreement by both parties.
5. Termination of MOU for Convenience of Either Party. Either party may terminate this MOU at any time by giving to the other party thirty (30) days written notice of each termination. Termination for convenience shall be effective at 11:59 p.m., Pacific Standard Time on the intended date for termination (the "Termination Date"). The termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination.
6. Termination of MOU for Cause. If either party fails to perform its duties under this MOU or if either party breaches any of the material terms or provisions of the MOU, then the non-breaching party shall have the right to terminate this MOU effective immediately upon giving written notice to the breaching party. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination.
7. Entire Agreement and Modification. This MOU supersedes all previous agreements and constitutes the entire understanding of the parties hereto. All parties specifically acknowledge that in entering into and executing this MOU that they shall rely solely upon the provisions contained in this MOU.
8. Enforceability. If any term, covenant, condition, or provision of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.
9. Employment Status. FHCN and its officers, employees, or agents shall, during the entire term of the MOU, be construed to be an independent contractor and nothing in this MOU is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow HESD-LRES to exercise direction or control over the professional manner in which FHCN performs the services which are the subject matter of this MOU. FHCN understands and agrees that its employees shall not and will not be eligible for membership in for any benefits from any HESD-LRES group plan for hospital, surgical, or medical insurance, or for membership in any HESD-LRES retirement program, or for paid vacation, sick leave or other leave, with or without pay, or for any other benefit which accrues to a HESD-LRES employee.
10. Attorney Fees. If the parties become involved in arbitration or litigation concerning this MOU or the performance of this MOU, the prevailing party shall be entitled to an award of reasonable costs and expenses of arbitration or litigation, including expert witness fees and attorney fees.
11. Compensation/Billing. Compensation for this program for the duration of the MOU is at no cost to HESD-LRES.

12. Confidentiality. Services provided by FHCN are confidential in nature. All student records, health records or other records provided to FHCN and their officers, agents, or employees, except as authorized by law are confidential and are not to be shared with other parties. Confidential information obtained by HESD-LRES or its Board Members, officers, agents, or employees, in the course of receiving services and/or residential placements under this MOU may not be disclosed except as authorized by law or unless HESD-LRES secures prior written authorization from HESD-LRES and the parent/guardian of the child. FHCN and HESD-LRES and its Board Members, officers, agents, and employees, agree to obey all applicable laws and regulation, including without limitation the provisions of the Health Information Portability and Accountability Act, the Public Health Service Act (42 U.S.C. Section 290ee-3), Title 42 of the Code of Federal Regulations, any other applicable Federal, State, or local laws, regulations, directives, or guidelines. All student records by HESD-LRES are confidential as provided for by the California Education Code and the Federal Educational Rights and Privacy Act. FHCN agrees to have all of its employees abide by these confidentiality laws regarding student records.
  
13. Third Party Rights. Nothing in this MOU shall be construed to give any rights or benefits to anyone other than FHCN and HESD-LRES.
  
14. Litigation. This MOU represents the entire understanding of FHCN and HESD-LRES as to those matters contained herein and supersedes and cancels any prior oral or written understanding, promises, representations, or agreement(s) with respect to those matters covered hereunder. This MOU may not be modified or altered except in writing and signed by all the parties hereto.
  
15. Legal Compliance. Each party shall comply with all laws as may be applicable for the provision of services within the scope of this MOU, and within the State and Federal audit compliance requirements as set forth by the State Department of Mental Health and Federal regulations.

Organization representative and signatory authority:

Hanford Elementary School District  
Superintendent

Family HealthCare Network  
President & CEO

---

Joy Gabler

---

Kerry Hydash

## MEMORANDUM OF UNDERSTANDING

Between

**Family HealthCare Network**

And

**Hanford Elementary School District**

**Lincoln Elementary School**

This Memorandum of Understanding (MOU) is made and entered into this 13<sup>th</sup> day of May, 2021 by and between Family HealthCare Network, 305 E. Center Avenue, Visalia CA 93291 (hereinafter referred to as "FHCN") and Hanford Elementary School District, specifically, Lincoln Elementary School, 832 S Harris St, Hanford, CA 93230 (hereinafter referred to as "HESD-LES").

1. Purpose:

This MOU is being entered into for the purposes of identifying key roles of each of the organizations when working together to implement the mobile health project as partners. As two separate organizations, FHCN and HESD-LES have a common mission to provide services that strengthen youth, families and communities.

Both organizations will maintain open communication and operate transparently as partners, serving mutually in a multitude of ways to promote and deliver the program's services successfully. Each entity will retain autonomy and execute its own management decisions within its respective independent organization.

2. Organizations Roles and Responsibilities:

A. HESD-LES will provide the following:

1. Provide adequate space to park the 38-foot mobile health center in an appropriate area on school grounds during mutually approved scheduled timeframes at HESD-LES, 832 S Harris St, Hanford, CA 93230.
2. Provide access to a breakroom and restroom for FHCN staff, as available.
3. Provide a space for patient waiting such as a 10 x 10 pop up canopy.
4. Provide access to electrical power for a 30' 125/250 Vac power cord for shore power using a 50 AMP Reel Model, as available.
5. Partner and support FHCN to promote mobile health center availability.
6. Communicate with FHCN within two weeks of any modifications to the agreed upon schedule.

B. FHCN will provide the following:

1. FHCN will provide access to a full service mobile health center for students, families, and the local community to access within the organization's scope of services.
2. FHCN will use only the designated location which has been agreed upon by HESD-LES.

3. FHCN will offer mobile health services to students, families, and the local community on an agreed upon schedule between FHCN and HESD-LES.
  4. FHCN will contract for and provide General Liability Insurance in the amount of at least \$1,000,000.00 and name HESD-LES as an additional insured. Proof of such insurance shall be provided to HESD-LES prior to commencement of services for the designated site location of the mobile health center.
  5. FHCN will maintain mobile health center on FHCN auto insurance.
  6. FHCN will maintain current licensure for the mobile health center, drivers and health service providers.
  7. FHCN will ensure that proper safety equipment will be on the mobile health center.
  8. FHCN will communicate with HESD-LES on any modifications to the agreed upon schedule between FHCN and HESD-LES. Modifications may occur due to low utilization, vehicle maintenance needs, and staffing levels.
3. Hold Harmless Provision:
- A. Each party agrees to defend, hold harmless, and indemnify the other party's (and the other party's Board Members, officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses, losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including, but not limited to, personal injury, death at any time, and property damage) arising out of or made necessary by: (a) the indemnifying party's breach of the terms of this MOU, (b) the act or omission of the indemnifying party, its Board Members, employees, officers, agents, and assigns in connection with the performance of this MOU, and (c) the presence of the indemnifying party, its Board Members, officers, employees, agents, assigns, or invitees on the other party's premises.
  - B. In the event that any action or proceeding is brought against any party by reason of any claim or demand discussed in this section, upon notice, the indemnifying party shall defend the action or proceeding at the indemnifying party's expense, through counsel reasonably satisfactory to the other party or parties. The obligation to indemnify set forth in this section shall include reasonable attorneys' fees and investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand is made.
  - C. The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its Board Members, officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage determined by an arbitrator or court of competent jurisdiction to be caused by the sole active negligence or willful misconduct of the other party, its officers, employees, trustees, or agents.
  - D. These indemnification obligations shall survive the expiration and/or termination of this MOU for any claims that occur during the period of the MOU.

4. Effective Date and Duration. The MOU and the obligations hereunder shall be effective upon signatures and dates of all parties. The agreement and the scope of services under this MOU will cover all services rendered as of June 6, 2021 and shall remain in effect for as long as mutually decided upon by both parties. MOU will be reviewed annually, and only if changes are needed will amendments be made in agreement by both parties.
5. Termination of MOU for Convenience of Either Party. Either party may terminate this MOU at any time by giving to the other party thirty (30) days written notice of each termination. Termination for convenience shall be effective at 11:59 p.m., Pacific Standard Time on the intended date for termination (the "Termination Date"). The termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination.
6. Termination of MOU for Cause. If either party fails to perform its duties under this MOU or if either party breaches any of the material terms or provisions of the MOU, then the non-breaching party shall have the right to terminate this MOU effective immediately upon giving written notice to the breaching party. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination.
7. Entire Agreement and Modification. This MOU supersedes all previous agreements and constitutes the entire understanding of the parties hereto. All parties specifically acknowledge that in entering into and executing this MOU that they shall rely solely upon the provisions contained in this MOU.
8. Enforceability. If any term, covenant, condition, or provision of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.
9. Employment Status. FHCN and its officers, employees, or agents shall, during the entire term of the MOU, be construed to be an independent contractor and nothing in this MOU is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow HESD-LES to exercise direction or control over the professional manner in which FHCN performs the services which are the subject matter of this MOU. FHCN understands and agrees that its employees shall not and will not be eligible for membership in for any benefits from any HESD-LES group plan for hospital, surgical, or medical insurance, or for membership in any HESD-LES retirement program, or for paid vacation, sick leave or other leave, with or without pay, or for any other benefit which accrues to a HESD-LES employee.
10. Attorney Fees. If the parties become involved in arbitration or litigation concerning this MOU or the performance of this MOU, the prevailing party shall be entitled to an award of reasonable costs and expenses of arbitration or litigation, including expert witness fees and attorney fees.
11. Compensation/Billing. Compensation for this program for the duration of the MOU is at no cost to HESD-LES.

12. Confidentiality. Services provided by FHCN are confidential in nature. All student records, health records or other records provided to FHCN and their officers, agents, or employees, except as authorized by law are confidential and are not to be shared with other parties. Confidential information obtained by HESD-LES or its Board Members, officers, agents, or employees, in the course of receiving services and/or residential placements under this MOU may not be disclosed except as authorized by law or unless HESD-LES secures prior written authorization from HESD-LES and the parent/guardian of the child. FHCN and HESD-LES and its Board Members, officers, agents, and employees, agree to obey all applicable laws and regulation, including without limitation the provisions of the Health Information Portability and Accountability Act, the Public Health Service Act (42 U.S.C. Section 290ee-3), Title 42 of the Code of Federal Regulations, any other applicable Federal, State, or local laws, regulations, directives, or guidelines. All student records by HESD-LES are confidential as provided for by the California Education Code and the Federal Educational Rights and Privacy Act. FHCN agrees to have all of its employees abide by these confidentiality laws regarding student records.
  
13. Third Party Rights. Nothing in this MOU shall be construed to give any rights or benefits to anyone other than FHCN and HESD-LES.
  
14. Litigation. This MOU represents the entire understanding of FHCN and HESD-LES as to those matters contained herein and supersedes and cancels any prior oral or written understanding, promises, representations, or agreement(s) with respect to those matters covered hereunder. This MOU may not be modified or altered except in writing and signed by all the parties hereto.
  
15. Legal Compliance. Each party shall comply with all laws as may be applicable for the provision of services within the scope of this MOU, and within the State and Federal audit compliance requirements as set forth by the State Department of Mental Health and Federal regulations.

Organization representative and signatory authority:

Hanford Elementary School District  
Superintendent

Family HealthCare Network  
President & CEO

---

Joy Gabler

---

Kerry Hydash



## MEMORANDUM OF UNDERSTANDING

Between

Family HealthCare Network

And

Hanford Elementary School District

Martin Luther King Jr. Elementary School

This Memorandum of Understanding (MOU) is made and entered into this 13<sup>th</sup> day of May, 2021 by and between Family HealthCare Network, 305 E. Center Avenue, Visalia CA 93291 (hereinafter referred to as "FHCN") and Hanford Elementary School District, specifically, Martin Luther King, Jr. Elementary School, 820 Hume Avenue, Hanford, CA 93230 (hereinafter referred to as "HESD-MLK").

1. Purpose:

This MOU is being entered into for the purposes of identifying key roles of each of the organizations when working together to implement the mobile health project as partners. As two separate organizations, FHCN and HESD-MLK have a common mission to provide services that strengthen youth, families and communities.

Both organizations will maintain open communication and operate transparently as partners, serving mutually in a multitude of ways to promote and deliver the program's services successfully. Each entity will retain autonomy and execute its own management decisions within its respective independent organization.

2. Organizations Roles and Responsibilities:

A. HESD-MLK will provide the following:

1. Provide adequate space to park the 38-foot mobile health center in an appropriate area on school grounds during mutually approved scheduled timeframes at HESD-MLK, 820 Hume Avenue, Hanford, CA 93230.
2. Provide access to a breakroom and restroom for FHCN staff, as available.
3. Provide a space for patient waiting such as a 10 x 10 pop up canopy.
4. Provide access to electrical power for a 30' 125/250 Vac power cord for shore power using a 50 AMP Reel Model, as available.
5. Partner and support FHCN to promote mobile health center availability.
6. Communicate with FHCN within two weeks of any modifications to the agreed upon schedule.

B. FHCN will provide the following:

1. FHCN will provide access to a full service mobile health center for students, families, and the local community to access within the organization's scope of services.
2. FHCN will use only the designated location which has been agreed upon by HESD-MLK.

3. FHCN will offer mobile health services to students, families, and the local community on an agreed upon schedule between FHCN and HESD-MLK.
  4. FHCN will contract for and provide General Liability Insurance in the amount of at least \$1,000,000.00 and name HESD-MLK as an additional insured. Proof of such insurance shall be provided to HESD-MLK prior to commencement of services for the designated site location of the mobile health center.
  5. FHCN will maintain mobile health center on FHCN auto insurance.
  6. FHCN will maintain current licensure for the mobile health center, drivers and health service providers.
  7. FHCN will ensure that proper safety equipment will be on the mobile health center.
  8. FHCN will communicate with HESD-MLK on any modifications to the agreed upon schedule between FHCN and HESD-MLK. Modifications may occur due to low utilization, vehicle maintenance needs, and staffing levels.
3. Hold Harmless Provision:
- A. Each party agrees to defend, hold harmless, and indemnify the other party's (and the other party's Board Members, officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses, losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including, but not limited to, personal injury, death at any time, and property damage) arising out of or made necessary by: (a) the indemnifying party's breach of the terms of this MOU, (b) the act or omission of the indemnifying party, its Board Members, employees, officers, agents, and assigns in connection with the performance of this MOU, and (c) the presence of the indemnifying party, its Board Members, officers, employees, agents, assigns, or invitees on the other party's premises.
  - B. In the event that any action or proceeding is brought against any party by reason of any claim or demand discussed in this section, upon notice, the indemnifying party shall defend the action or proceeding at the indemnifying party's expense, through counsel reasonably satisfactory to the other party or parties. The obligation to indemnify set forth in this section shall include reasonable attorneys' fees and investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand is made.
  - C. The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its Board Members, officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage determined by an arbitrator or court of competent jurisdiction to be caused by the sole active negligence or willful misconduct of the other party, its officers, employees, trustees, or agents.
  - D. These indemnification obligations shall survive the expiration and/or termination of this MOU for any claims that occur during the period of the MOU.

4. Effective Date and Duration. The MOU and the obligations hereunder shall be effective upon signatures and dates of all parties. The agreement and the scope of services under this MOU will cover all services rendered as of June 6, 2021 and shall remain in effect for as long as mutually decided upon by both parties. MOU will be reviewed annually, and only if changes are needed will amendments be made in agreement by both parties.
5. Termination of MOU for Convenience of Either Party. Either party may terminate this MOU at any time by giving to the other party thirty (30) days written notice of each termination. Termination for convenience shall be effective at 11:59 p.m., Pacific Standard Time on the intended date for termination (the "Termination Date"). The termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination.
6. Termination of MOU for Cause. If either party fails to perform its duties under this MOU or if either party breaches any of the material terms or provisions of the MOU, then the non-breaching party shall have the right to terminate this MOU effective immediately upon giving written notice to the breaching party. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination.
7. Entire Agreement and Modification. This MOU supersedes all previous agreements and constitutes the entire understanding of the parties hereto. All parties specifically acknowledge that in entering into and executing this MOU that they shall rely solely upon the provisions contained in this MOU.
8. Enforceability. If any term, covenant, condition, or provision of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.
9. Employment Status. FHCN and its officers, employees, or agents shall, during the entire term of the MOU, be construed to be an independent contractor and nothing in this MOU is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow HESD-MLK to exercise direction or control over the professional manner in which FHCN performs the services which are the subject matter of this MOU. FHCN understands and agrees that its employees shall not and will not be eligible for membership in for any benefits from any HESD-MLK group plan for hospital, surgical, or medical insurance, or for membership in any HESD-MLK retirement program, or for paid vacation, sick leave or other leave, with or without pay, or for any other benefit which accrues to a HESD-MLK employee.
10. Attorney Fees. If the parties become involved in arbitration or litigation concerning this MOU or the performance of this MOU, the prevailing party shall be entitled to an award of reasonable costs and expenses of arbitration or litigation, including expert witness fees and attorney fees.
11. Compensation/Billing. Compensation for this program for the duration of the MOU is at no cost to HESD-MLK.

12. Confidentiality. Services provided by FHCN are confidential in nature. All student records, health records or other records provided to FHCN and their officers, agents, or employees, except as authorized by law are confidential and are not to be shared with other parties. Confidential information obtained by HESD-MLK or its Board Members, officers, agents, or employees, in the course of receiving services and/or residential placements under this MOU may not be disclosed except as authorized by law or unless HESD-MLK secures prior written authorization from HESD-MLK and the parent/guardian of the child. FHCN and HESD-MLK and its Board Members, officers, agents, and employees, agree to obey all applicable laws and regulation, including without limitation the provisions of the Health Information Portability and Accountability Act, the Public Health Service Act (42 U.S.C. Section 290ee-3), Title 42 of the Code of Federal Regulations, any other applicable Federal, State, or local laws, regulations, directives, or guidelines. All student records by HESD-MLK are confidential as provided for by the California Education Code and the Federal Educational Rights and Privacy Act. FHCN agrees to have all of its employees abide by these confidentiality laws regarding student records.
  
13. Third Party Rights. Nothing in this MOU shall be construed to give any rights or benefits to anyone other than FHCN and HESD-MLK.
  
14. Litigation. This MOU represents the entire understanding of FHCN and HESD-MLK as to those matters contained herein and supersedes and cancels any prior oral or written understanding, promises, representations, or agreement(s) with respect to those matters covered hereunder. This MOU may not be modified or altered except in writing and signed by all the parties hereto.
  
15. Legal Compliance. Each party shall comply with all laws as may be applicable for the provision of services within the scope of this MOU, and within the State and Federal audit compliance requirements as set forth by the State Department of Mental Health and Federal regulations.

Organization representative and signatory authority:

Hanford Elementary School District  
Superintendent

Family HealthCare Network  
President & CEO

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Joy Gabler

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Kerry Hydash

## MEMORANDUM OF UNDERSTANDING

Between

**Family HealthCare Network**

And

**Hanford Elementary School District**

**Roosevelt Elementary School**

This Memorandum of Understanding (MOU) is made and entered into this 13<sup>th</sup> day of May, 2021 by and between Family HealthCare Network, 305 E. Center Avenue, Visalia CA 93291 (hereinafter referred to as "FHCN") and Hanford Elementary School District, , specifically, Roosevelt Elementary School, 870 W. Davis, Hanford, CA 93230 (hereinafter referred to as "HESD-RES").

1. Purpose:

This MOU is being entered into for the purposes of identifying key roles of each of the organizations when working together to implement the mobile health project as partners. As two separate organizations, FHCN and HESD-RES have a common mission to provide services that strengthen youth, families and communities.

Both organizations will maintain open communication and operate transparently as partners, serving mutually in a multitude of ways to promote and deliver the program's services successfully. Each entity will retain autonomy and execute its own management decisions within its respective independent organization.

2. Organizations Roles and Responsibilities:

A. HESD-RES will provide the following:

1. Provide adequate space to park the 38-foot mobile health center in an appropriate area on school grounds during mutually approved scheduled timeframes at HESD-RES, 870 W. Davis, Hanford, CA 93230.
2. Provide access to a breakroom and restroom for FHCN staff, as available.
3. Provide a space for patient waiting such as a 10 x 10 pop up canopy.
4. Provide access to electrical power for a 30' 125/250 Vac power cord for shore power using a 50 AMP Reel Model, as available.
5. Partner and support FHCN to promote mobile health center availability.
6. Communicate with FHCN within two weeks of any modifications to the agreed upon schedule.

B. FHCN will provide the following:

1. FHCN will provide access to a full service mobile health center for students, families, and the local community to access within the organization's scope of services.
2. FHCN will use only the designated location which has been agreed upon by HESD-RES.

3. FHCN will offer mobile health services to students, families, and the local community on an agreed upon schedule between FHCN and HESD-RES.
  4. FHCN will contract for and provide General Liability Insurance in the amount of at least \$1,000,000.00 and name HESD-RES as an additional insured. Proof of such insurance shall be provided to HESD-RES prior to commencement of services for the designated site location of the mobile health center.
  5. FHCN will maintain mobile health center on FHCN auto insurance.
  6. FHCN will maintain current licensure for the mobile health center, drivers and health service providers.
  7. FHCN will ensure that proper safety equipment will be on the mobile health center.
  8. FHCN will communicate with HESD-RES on any modifications to the agreed upon schedule between FHCN and HESD-RES. Modifications may occur due to low utilization, vehicle maintenance needs, and staffing levels.
3. Hold Harmless Provision:
- A. Each party agrees to defend, hold harmless, and indemnify the other party's (and the other party's Board Members, officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses, losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including, but not limited to, personal injury, death at any time, and property damage) arising out of or made necessary by: (a) the indemnifying party's breach of the terms of this MOU, (b) the act or omission of the indemnifying party, its Board Members, employees, officers, agents, and assigns in connection with the performance of this MOU, and (c) the presence of the indemnifying party, its Board Members, officers, employees, agents, assigns, or invitees on the other party's premises.
  - B. In the event that any action or proceeding is brought against any party by reason of any claim or demand discussed in this section, upon notice, the indemnifying party shall defend the action or proceeding at the indemnifying party's expense, through counsel reasonably satisfactory to the other party or parties. The obligation to indemnify set forth in this section shall include reasonable attorneys' fees and investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand is made.
  - C. The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its Board Members, officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage determined by an arbitrator or court of competent jurisdiction to be caused by the sole active negligence or willful misconduct of the other party, its officers, employees, trustees, or agents.
  - D. These indemnification obligations shall survive the expiration and/or termination of this MOU for any claims that occur during the period of the MOU.

4. Effective Date and Duration. The MOU and the obligations hereunder shall be effective upon signatures and dates of all parties. The agreement and the scope of services under this MOU will cover all services rendered as of June 6, 2021 and shall remain in effect for as long as mutually decided upon by both parties. MOU will be reviewed annually, and only if changes are needed will amendments be made in agreement by both parties.
5. Termination of MOU for Convenience of Either Party. Either party may terminate this MOU at any time by giving to the other party thirty (30) days written notice of each termination. Termination for convenience shall be effective at 11:59 p.m., Pacific Standard Time on the intended date for termination (the "Termination Date"). The termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination.
6. Termination of MOU for Cause. If either party fails to perform its duties under this MOU or if either party breaches any of the material terms or provisions of the MOU, then the non-breaching party shall have the right to terminate this MOU effective immediately upon giving written notice to the breaching party. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination.
7. Entire Agreement and Modification. This MOU supersedes all previous agreements and constitutes the entire understanding of the parties hereto. All parties specifically acknowledge that in entering into and executing this MOU that they shall rely solely upon the provisions contained in this MOU.
8. Enforceability. If any term, covenant, condition, or provision of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.
9. Employment Status. FHCN and its officers, employees, or agents shall, during the entire term of the MOU, be construed to be an independent contractor and nothing in this MOU is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow HESD-RES to exercise direction or control over the professional manner in which FHCN performs the services which are the subject matter of this MOU. FHCN understands and agrees that its employees shall not and will not be eligible for membership in for any benefits from any HESD-RES group plan for hospital, surgical, or medical insurance, or for membership in any HESD-RES retirement program, or for paid vacation, sick leave or other leave, with or without pay, or for any other benefit which accrues to a HESD-RES employee.
10. Attorney Fees. If the parties become involved in arbitration or litigation concerning this MOU or the performance of this MOU, the prevailing party shall be entitled to an award of reasonable costs and expenses of arbitration or litigation, including expert witness fees and attorney fees.
11. Compensation/Billing. Compensation for this program for the duration of the MOU is at no cost to HESD-RES.

12. Confidentiality. Services provided by FHCN are confidential in nature. All student records, health records or other records provided to FHCN and their officers, agents, or employees, except as authorized by law are confidential and are not to be shared with other parties. Confidential information obtained by HESD-RES or its Board Members, officers, agents, or employees, in the course of receiving services and/or residential placements under this MOU may not be disclosed except as authorized by law or unless HESD-RES secures prior written authorization from HESD-RES and the parent/guardian of the child. FHCN and HESD-RES and its Board Members, officers, agents, and employees, agree to obey all applicable laws and regulation, including without limitation the provisions of the Health Information Portability and Accountability Act, the Public Health Service Act (42 U.S.C. Section 290ee-3), Title 42 of the Code of Federal Regulations, any other applicable Federal, State, or local laws, regulations, directives, or guidelines. All student records by HESD-RES are confidential as provided for by the California Education Code and the Federal Educational Rights and Privacy Act. FHCN agrees to have all of its employees abide by these confidentiality laws regarding student records.
  
13. Third Party Rights. Nothing in this MOU shall be construed to give any rights or benefits to anyone other than FHCN and HESD-RES.
  
14. Litigation. This MOU represents the entire understanding of FHCN and HESD-RES as to those matters contained herein and supersedes and cancels any prior oral or written understanding, promises, representations, or agreement(s) with respect to those matters covered hereunder. This MOU may not be modified or altered except in writing and signed by all the parties hereto.
  
15. Legal Compliance. Each party shall comply with all laws as may be applicable for the provision of services within the scope of this MOU, and within the State and Federal audit compliance requirements as set forth by the State Department of Mental Health and Federal regulations.

Organization representative and signatory authority:

Hanford Elementary School District  
Superintendent

Family HealthCare Network  
President & CEO

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Joy Gabler

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Kerry Hydash



## MEMORANDUM OF UNDERSTANDING

Between

Family HealthCare Network

And

Hanford Elementary School District

Washington Elementary School

This Memorandum of Understanding (MOU) is made and entered into this 13<sup>th</sup> day of May, 2021 by and between Family HealthCare Network, 305 E. Center Avenue, Visalia CA 93291 (hereinafter referred to as "FHCN") and Hanford Elementary School District, specifically, Washington Elementary School, 2245 Fairmont Dr. Hanford CA 93230 (hereinafter referred to as "HESD-WES").

1. Purpose:

This MOU is being entered into for the purposes of identifying key roles of each of the organizations when working together to implement the mobile health project as partners. As two separate organizations, FHCN and HESD-WES have a common mission to provide services that strengthen youth, families and communities.

Both organizations will maintain open communication and operate transparently as partners, serving mutually in a multitude of ways to promote and deliver the program's services successfully. Each entity will retain autonomy and execute its own management decisions within its respective independent organization.

2. Organizations Roles and Responsibilities:

A. HESD-WES will provide the following:

1. Provide adequate space to park the 38-foot mobile health center in an appropriate area on school grounds during mutually approved scheduled timeframes at HESD-WES, 2245 Fairmont Dr. Hanford CA 93230.
2. Provide access to a breakroom and restroom for FHCN staff, as available.
3. Provide a space for patient waiting such as a 10 x 10 pop up canopy.
4. Provide access to electrical power for a 30' 125/250 Vac power cord for shore power using a 50 AMP Reel Model, as available.
5. Partner and support FHCN to promote mobile health center availability.
6. Communicate with FHCN within two weeks of any modifications to the agreed upon schedule.

B. FHCN will provide the following:

1. FHCN will provide access to a full service mobile health center for students, families, and the local community to access within the organization's scope of services.
2. FHCN will use only the designated location which has been agreed upon by HESD-WES.

3. FHCN will offer mobile health services to students, families, and the local community on an agreed upon schedule between FHCN and HESD-WES.
  4. FHCN will contract for and provide General Liability Insurance in the amount of at least \$1,000,000.00 and name HESD-WES as an additional insured. Proof of such insurance shall be provided to HESD-WES prior to commencement of services for the designated site location of the mobile health center.
  5. FHCN will maintain mobile health center on FHCN auto insurance.
  6. FHCN will maintain current licensure for the mobile health center, drivers and health service providers.
  7. FHCN will ensure that proper safety equipment will be on the mobile health center.
  8. FHCN will communicate with HESD-WES on any modifications to the agreed upon schedule between FHCN and HESD-WES. Modifications may occur due to low utilization, vehicle maintenance needs, and staffing levels.
3. Hold Harmless Provision:
- A. Each party agrees to defend, hold harmless, and indemnify the other party's (and the other party's Board Members, officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses, losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including, but not limited to, personal injury, death at any time, and property damage) arising out of or made necessary by: (a) the indemnifying party's breach of the terms of this MOU, (b) the act or omission of the indemnifying party, its Board Members, employees, officers, agents, and assigns in connection with the performance of this MOU, and (c) the presence of the indemnifying party, its Board Members, officers, employees, agents, assigns, or invitees on the other party's premises.
  - B. In the event that any action or proceeding is brought against any party by reason of any claim or demand discussed in this section, upon notice, the indemnifying party shall defend the action or proceeding at the indemnifying party's expense, through counsel reasonably satisfactory to the other party or parties. The obligation to indemnify set forth in this section shall include reasonable attorneys' fees and investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand is made.
  - C. The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its Board Members, officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage determined by an arbitrator or court of competent jurisdiction to be caused by the sole active negligence or willful misconduct of the other party, its officers, employees, trustees, or agents.
  - D. These indemnification obligations shall survive the expiration and/or termination of this MOU for any claims that occur during the period of the MOU.

4. Effective Date and Duration. The MOU and the obligations hereunder shall be effective upon signatures and dates of all parties. The agreement and the scope of services under this MOU will cover all services rendered as of June 6, 2021 and shall remain in effect for as long as mutually decided upon by both parties. MOU will be reviewed annually, and only if changes are needed will amendments be made in agreement by both parties.
5. Termination of MOU for Convenience of Either Party. Either party may terminate this MOU at any time by giving to the other party thirty (30) days written notice of each termination. Termination for convenience shall be effective at 11:59 p.m., Pacific Standard Time on the intended date for termination (the "Termination Date"). The termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination.
6. Termination of MOU for Cause. If either party fails to perform its duties under this MOU or if either party breaches any of the material terms or provisions of the MOU, then the non-breaching party shall have the right to terminate this MOU effective immediately upon giving written notice to the breaching party. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination.
7. Entire Agreement and Modification. This MOU supersedes all previous agreements and constitutes the entire understanding of the parties hereto. All parties specifically acknowledge that in entering into and executing this MOU that they shall rely solely upon the provisions contained in this MOU.
8. Enforceability. If any term, covenant, condition, or provision of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.
9. Employment Status. FHCN and its officers, employees, or agents shall, during the entire term of the MOU, be construed to be an independent contractor and nothing in this MOU is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow HESD-WES to exercise direction or control over the professional manner in which FHCN performs the services which are the subject matter of this MOU. FHCN understands and agrees that its employees shall not and will not be eligible for membership in for any benefits from any HESD-WES group plan for hospital, surgical, or medical insurance, or for membership in any HESD-WES retirement program, or for paid vacation, sick leave or other leave, with or without pay, or for any other benefit which accrues to a HESD-WES employee.
10. Attorney Fees. If the parties become involved in arbitration or litigation concerning this MOU or the performance of this MOU, the prevailing party shall be entitled to an award of reasonable costs and expenses of arbitration or litigation, including expert witness fees and attorney fees.
11. Compensation/Billing. Compensation for this program for the duration of the MOU is at no cost to HESD-WES.

12. Confidentiality. Services provided by FHCN are confidential in nature. All student records, health records or other records provided to FHCN and their officers, agents, or employees, except as authorized by law are confidential and are not to be shared with other parties. Confidential information obtained by HESD-WES or its Board Members, officers, agents, or employees, in the course of receiving services and/or residential placements under this MOU may not be disclosed except as authorized by law or unless HESD-WES secures prior written authorization from HESD-WES and the parent/guardian of the child. FHCN and HESD-WES and its Board Members, officers, agents, and employees, agree to obey all applicable laws and regulation, including without limitation the provisions of the Health Information Portability and Accountability Act, the Public Health Service Act (42 U.S.C. Section 290ee-3), Title 42 of the Code of Federal Regulations, any other applicable Federal, State, or local laws, regulations, directives, or guidelines. All student records by HESD-WES are confidential as provided for by the California Education Code and the Federal Educational Rights and Privacy Act. FHCN agrees to have all of its employees abide by these confidentiality laws regarding student records.
  
13. Third Party Rights. Nothing in this MOU shall be construed to give any rights or benefits to anyone other than FHCN and HESD-WES.
  
14. Litigation. This MOU represents the entire understanding of FHCN and HESD-WES as to those matters contained herein and supersedes and cancels any prior oral or written understanding, promises, representations, or agreement(s) with respect to those matters covered hereunder. This MOU may not be modified or altered except in writing and signed by all the parties hereto.
  
15. Legal Compliance. Each party shall comply with all laws as may be applicable for the provision of services within the scope of this MOU, and within the State and Federal audit compliance requirements as set forth by the State Department of Mental Health and Federal regulations.

Organization representative and signatory authority:

Hanford Elementary School District  
Superintendent

Family HealthCare Network  
President & CEO

---

Joy Gabler

---

Kerry Hydash

## MEMORANDUM OF UNDERSTANDING

Between

**Family HealthCare Network**

And

**Hanford Elementary School District**

**Hamilton Elementary School**

This Memorandum of Understanding (MOU) is made and entered into this 13<sup>th</sup> day of May, 2021 by and between Family HealthCare Network, 305 E. Center Avenue, Visalia CA 93291 (hereinafter referred to as "FHCN") and Hanford Elementary School District, Hamilton Elementary School, 1269 E Leland Way, Hanford CA 93230 (hereinafter referred to as "HESD-HES").

1. Purpose:

This MOU is being entered into for the purposes of identifying key roles of each of the organizations when working together to implement the mobile health project as partners. As two separate organizations, FHCN and HESD-HES have a common mission to provide services that strengthen youth, families and communities.

Both organizations will maintain open communication and operate transparently as partners, serving mutually in a multitude of ways to promote and deliver the program's services successfully. Each entity will retain autonomy and execute its own management decisions within its respective independent organization.

2. Organizations Roles and Responsibilities:

A. HESD-HES will provide the following:

1. Provide adequate space to park the 38-foot mobile health center in an appropriate area on school grounds during mutually approved scheduled timeframes at HESD-HES, 1269 E Leland Way, Hanford CA 93230.
2. Provide access to a breakroom and restroom for FHCN staff, as available.
3. Provide a space for patient waiting such as a 10 x 10 pop up canopy.
4. Provide access to electrical power for a 30' 125/250 Vac power cord for shore power using a 50 AMP Reel Model, as available.
5. Partner and support FHCN to promote mobile health center availability.
6. Communicate with FHCN within two weeks of any modifications to the agreed upon schedule.

B. FHCN will provide the following:

1. FHCN will provide access to a full service mobile health center for students, families, and the local community to access within the organization's scope of services.
2. FHCN will use only the designated location which has been agreed upon by HESD-HES.

3. FHCN will offer mobile health services to students, families, and the local community on an agreed upon schedule between FHCN and HESD-HES.
  4. FHCN will contract for and provide General Liability Insurance in the amount of at least \$1,000,000.00 and name HESD-HES as an additional insured. Proof of such insurance shall be provided to HESD-HES prior to commencement of services for the designated site location of the mobile health center.
  5. FHCN will maintain mobile health center on FHCN auto insurance.
  6. FHCN will maintain current licensure for the mobile health center, drivers and health service providers.
  7. FHCN will ensure that proper safety equipment will be on the mobile health center.
  8. FHCN will communicate with HESD-HES on any modifications to the agreed upon schedule between FHCN and HESD-HES. Modifications may occur due to low utilization, vehicle maintenance needs, and staffing levels.
3. Hold Harmless Provision:
- A. Each party agrees to defend, hold harmless, and indemnify the other party's (and the other party's Board Members, officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses, losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including, but not limited to, personal injury, death at any time, and property damage) arising out of or made necessary by: (a) the indemnifying party's breach of the terms of this MOU, (b) the act or omission of the indemnifying party, its Board Members, employees, officers, agents, and assigns in connection with the performance of this MOU, and (c) the presence of the indemnifying party, its Board Members, officers, employees, agents, assigns, or invitees on the other party's premises.
  - B. In the event that any action or proceeding is brought against any party by reason of any claim or demand discussed in this section, upon notice, the indemnifying party shall defend the action or proceeding at the indemnifying party's expense, through counsel reasonably satisfactory to the other party or parties. The obligation to indemnify set forth in this section shall include reasonable attorneys' fees and investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand is made.
  - C. The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its Board Members, officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage determined by an arbitrator or court of competent jurisdiction to be caused by the sole active negligence or willful misconduct of the other party, its officers, employees, trustees, or agents.
  - D. These indemnification obligations shall survive the expiration and/or termination of this MOU for any claims that occur during the period of the MOU.

4. Effective Date and Duration. The MOU and the obligations hereunder shall be effective upon signatures and dates of all parties. The agreement and the scope of services under this MOU will cover all services rendered as of June 6, 2021 and shall remain in effect for as long as mutually decided upon by both parties. MOU will be reviewed annually, and only if changes are needed will amendments be made in agreement by both parties.
5. Termination of MOU for Convenience of Either Party. Either party may terminate this MOU at any time by giving to the other party thirty (30) days written notice of each termination. Termination for convenience shall be effective at 11:59 p.m., Pacific Standard Time on the intended date for termination (the "Termination Date"). The termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination.
6. Termination of MOU for Cause. If either party fails to perform its duties under this MOU or if either party breaches any of the material terms or provisions of the MOU, then the non-breaching party shall have the right to terminate this MOU effective immediately upon giving written notice to the breaching party. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination.
7. Entire Agreement and Modification. This MOU supersedes all previous agreements and constitutes the entire understanding of the parties hereto. All parties specifically acknowledge that in entering into and executing this MOU that they shall rely solely upon the provisions contained in this MOU.
8. Enforceability. If any term, covenant, condition, or provision of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.
9. Employment Status. FHCN and its officers, employees, or agents shall, during the entire term of the MOU, be construed to be an independent contractor and nothing in this MOU is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow HESD-HES to exercise direction or control over the professional manner in which FHCN performs the services which are the subject matter of this MOU. FHCN understands and agrees that its employees shall not and will not be eligible for membership in for any benefits from any HESD-HES group plan for hospital, surgical, or medical insurance, or for membership in any HESD-HES retirement program, or for paid vacation, sick leave or other leave, with or without pay, or for any other benefit which accrues to a HESD-HES employee.
10. Attorney Fees. If the parties become involved in arbitration or litigation concerning this MOU or the performance of this MOU, the prevailing party shall be entitled to an award of reasonable costs and expenses of arbitration or litigation, including expert witness fees and attorney fees.
11. Compensation/Billing. Compensation for this program for the duration of the MOU is at no cost to HESD-HES.

12. Confidentiality. Services provided by FHCN are confidential in nature. All student records, health records or other records provided to FHCN and their officers, agents, or employees, except as authorized by law are confidential and are not to be shared with other parties. Confidential information obtained by HESD-HES or its Board Members, officers, agents, or employees, in the course of receiving services and/or residential placements under this MOU may not be disclosed except as authorized by law or unless HESD-HES secures prior written authorization from HESD-HES and the parent/guardian of the child. FHCN and HESD-HES and its Board Members, officers, agents, and employees, agree to obey all applicable laws and regulation, including without limitation the provisions of the Health Information Portability and Accountability Act, the Public Health Service Act (42 U.S.C. Section 290ee-3), Title 42 of the Code of Federal Regulations, any other applicable Federal, State, or local laws, regulations, directives, or guidelines. All student records by HESD-HES are confidential as provided for by the California Education Code and the Federal Educational Rights and Privacy Act. FHCN agrees to have all of its employees abide by these confidentiality laws regarding student records.
  
13. Third Party Rights. Nothing in this MOU shall be construed to give any rights or benefits to anyone other than FHCN and HESD-HES.
  
14. Litigation. This MOU represents the entire understanding of FHCN and HESD-HES as to those matters contained herein and supersedes and cancels any prior oral or written understanding, promises, representations, or agreement(s) with respect to those matters covered hereunder. This MOU may not be modified or altered except in writing and signed by all the parties hereto.
  
15. Legal Compliance. Each party shall comply with all laws as may be applicable for the provision of services within the scope of this MOU, and within the State and Federal audit compliance requirements as set forth by the State Department of Mental Health and Federal regulations.

Organization representative and signatory authority:

Hanford Elementary School District  
Superintendent

Family HealthCare Network  
President & CEO

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Joy Gabler

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Kerry Hydash



## HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Joy C. Gabler

FROM: Karen McConnell

DATE: May 14, 2021

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

FOR: ☐ Information  
☒ Action

Date you wish to have your item considered: May 26, 2021

**ITEM:** Memorandum of Understanding between the Family HealthCare Network and the Hanford Elementary School District.

**PURPOSE:** To provide access to junior high students with preventative dental services, including exams, fluoride treatments, as well as x-rays and sealants where applicable for all children with parent/guardian signed consent. These services would be made available on the school campus at various agreeable dates and times throughout the school year.

**FISCAL IMPACT:** None

**RECOMMENDATIONS:** Approve

## MEMORANDUM OF UNDERSTANDING

Between

**Family HealthCare Network**

And

**Hanford Elementary School District**

**John F. Kennedy Junior High School**

This Memorandum of Understanding (MOU) is made and entered into this 13<sup>th</sup> day of May, 2021 by and between Family HealthCare Network, 305 E. Center Avenue, Visalia CA 93291 (hereinafter referred to as "FHCN") and Hanford Elementary School District, specifically, John F. Kennedy Junior High School, 1000 E. Florinda St. Hanford, CA 93230 (hereinafter referred to as "HESD-JFKJHS").

1. Purpose:

This MOU is being entered into for the purposes of identifying key roles of each of the organizations when working together to implement the mobile dental health project as partners. As two separate organizations, FHCN and HESD-JFKJHS have a common mission to provide services that strengthen youth, families and communities.

Both organizations will maintain open communication and operate transparently as partners, serving mutually in a multitude of ways to promote and deliver the program's services successfully. Each entity will retain autonomy and execute its own management decisions within its respective independent organization.

2. Organizations Roles and Responsibilities:

A. HESD-JFKJHS will provide the following:

1. Provide adequate space to park the 39-foot mobile dental center in an appropriate area on school grounds during mutually approved scheduled timeframes at HESD-JFKJHS, 1000 E. Florinda St. Hanford, CA 93230.
2. Provide access to a breakroom and restroom for FHCN staff, as available.
3. Provide a space for patient waiting such as a 10 x 10 pop up canopy.
4. Provide access to electrical power for a 30' 125/250 Vac power cord for shore power using a 100 AMP Reel Model, as available.
5. Partner and support FHCN to promote mobile dental center availability.
6. Communicate with FHCN within two weeks of any modifications to the agreed upon schedule.

B. FHCN will provide the following:

1. FHCN will provide access to a full service mobile dental center for students to access within the organization's scope of services.

2. FHCN will use only the designated location which has been agreed upon by HESD-JFKJHS.
  3. FHCN will offer mobile dental services to students on an agreed upon schedule between FHCN and HESD-JFKJHS.
  4. FHCN will contract for and provide General Liability Insurance in the amount of at least \$1,000,000.00 and name HESD-JFKJHS as an additional insured. Proof of such insurance shall be provided to HESD-JFKJHS prior to commencement of services for the designated site location of the mobile health center.
  5. FHCN will maintain mobile health center on FHCN auto insurance.
  6. FHCN will maintain current licensure for the mobile dental center, drivers and dental service providers.
  7. FHCN will ensure that proper safety equipment will be on the mobile dental center.
  8. FHCN will communicate with HESD-JFKJHS on any modifications to the agreed upon schedule between FHCN and HESD-JFKJHS. Modifications may occur due to low utilization, vehicle maintenance needs, and staffing levels.
3. Hold Harmless Provision:
- A. Each party agrees to defend, hold harmless, and indemnify the other party's (and the other party's Board Members, officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses, losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including, but not limited to, personal injury, death at any time, and property damage) arising out of or made necessary by: (a) the indemnifying party's breach of the terms of this MOU, (b) the act or omission of the indemnifying party, its Board Members, employees, officers, agents, and assigns in connection with the performance of this MOU, and (c) the presence of the indemnifying party, its Board Members, officers, employees, agents, assigns, or invitees on the other party's premises.
  - B. In the event that any action or proceeding is brought against any party by reason of any claim or demand discussed in this section, upon notice, the indemnifying party shall defend the action or proceeding at the indemnifying party's expense, through counsel reasonably satisfactory to the other party or parties. The obligation to indemnify set forth in this section shall include reasonable attorneys' fees and investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand is made.
  - C. The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its Board Members, officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage determined by an arbitrator or court of competent jurisdiction to be caused by the sole active negligence or willful misconduct of the other party, its officers, employees, trustees, or agents.
  - D. These indemnification obligations shall survive the expiration and/or termination of this MOU for any claims that occur during the period of the MOU.

4. Effective Date and Duration. The MOU and the obligations hereunder shall be effective upon signatures and dates of all parties. The agreement and the scope of services under this MOU will cover all services rendered as of June 6, 2021 and shall remain in effect for as long as mutually decided upon by both partners. MOU will be reviewed annually, and only if changes are needed will amendments be made in agreement by both parties.
5. Termination of MOU for Convenience of Either Party. Either party may terminate this MOU at any time by giving to the other party thirty (30) days written notice of each termination. Termination for convenience shall be effective at 11:59 p.m., Pacific Standard Time on the intended date for termination (the "Termination Date"). The termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination.
6. Termination of MOU for Cause. If either party fails to perform its duties under this MOU or if either party breaches any of the material terms or provisions of the MOU, then the non-breaching party shall have the right to terminate this MOU effective immediately upon giving written notice to the breaching party. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination.
7. Entire Agreement and Modification. This MOU supersedes all previous agreements and constitutes the entire understanding of the parties hereto. All parties specifically acknowledge that in entering into and executing this MOU that they shall rely solely upon the provisions contained in this MOU.
8. Enforceability. If any term, covenant, condition, or provision of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.
9. Employment Status. FHCN and its officers, employees, or agents shall, during the entire term of the MOU, be construed to be an independent contractor and nothing in this MOU is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow HESD-JFKJHS to exercise direction or control over the professional manner in which FHCN performs the services which are the subject matter of this MOU. FHCN understands and agrees that its employees shall not and will not be eligible for membership in for any benefits from any HESD-JFKJHS group plan for hospital, surgical, or medical insurance, or for membership in any HESD-JFKJHS retirement program, or for paid vacation, sick leave or other leave, with or without pay, or for any other benefit which accrues to a HESD-JFKJHS employee.
10. Attorney Fees. If the parties become involved in arbitration or litigation concerning this MOU or the performance of this MOU, the prevailing party shall be entitled to an award of reasonable costs and expenses of arbitration or litigation, including expert witness fees and attorney fees.

11. Compensation/Billing. Compensation for this program for the duration of the MOU is at no cost to HESD-JFKJHS.
12. Confidentiality. Services provided by FHCN are confidential in nature. All student records, health records or other records provided to FHCN and their officers, agents, or employees, except as authorized by law are confidential and are not to be shared with other parties. Confidential information obtained by HESD-JFKJHS or its Board Members, officers, agents, or employees, in the course of receiving services and/or residential placements under this MOU may not be disclosed except as authorized by law or unless HESD-JFKJHS secures prior written authorization from HESD-JFKJHS and the parent/guardian of the child. FHCN and HESD-JFKJHS and its Board Members, officers, agents, and employees, agree to obey all applicable laws and regulation, including without limitation the provisions of the Health Information Portability and Accountability Act, the Public Health Service Act (42 U.S.C. Section 290ee-3), Title 42 of the Code of Federal Regulations, any other applicable Federal, State, or local laws, regulations, directives, or guidelines. All student records by HESD-JFKJHS are confidential as provided for by the California Education Code and the Federal Educational Rights and Privacy Act. FHCN agrees to have all of its employees abide by these confidentiality laws regarding student records.
13. Third Party Rights. Nothing in this MOU shall be construed to give any rights or benefits to anyone other than FHCN and HESD-JFKJHS.
14. Litigation. This MOU represents the entire understanding of FHCN and HESD-JFKJHS as to those matters contained herein and supersedes and cancels any prior oral or written understanding, promises, representations, or agreement(s) with respect to those matters covered hereunder. This MOU may not be modified or altered except in writing and signed by all the parties hereto.
15. Legal Compliance. Each party shall comply with all laws as may be applicable for the provision of services within the scope of this MOU, and within the State and Federal audit compliance requirements as set forth by the State Department of Mental Health and Federal regulations.

Organization representative and signatory authority:

Hanford Elementary School District  
Superintendent

Family HealthCare Network  
President & CEO

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Joy Gabler

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Kerry Hydash

## MEMORANDUM OF UNDERSTANDING

Between

**Family HealthCare Network**

And

**Hanford Elementary School District**

**Woodrow Wilson Junior High School**

This Memorandum of Understanding (MOU) is made and entered into this 13<sup>th</sup> day of May, 2021 by and between Family HealthCare Network, 305 E. Center Avenue, Visalia CA 93291 (hereinafter referred to as "FHCN") and Hanford Elementary School District, specifically, Woodrow Wilson Junior High School, 601 W. Florinda St. Hanford, CA 93230 (hereinafter referred to as "HESD-WWJHS").

1. Purpose:

This MOU is being entered into for the purposes of identifying key roles of each of the organizations when working together to implement the mobile dental health project as partners. As two separate organizations, FHCN and HESD-WWJHS have a common mission to provide services that strengthen youth, families and communities.

Both organizations will maintain open communication and operate transparently as partners, serving mutually in a multitude of ways to promote and deliver the program's services successfully. Each entity will retain autonomy and execute its own management decisions within its respective independent organization.

2. Organizations Roles and Responsibilities:

A. HESD-WWJHS will provide the following:

1. Provide adequate space to park the 39-foot mobile dental center in an appropriate area on school grounds during mutually approved scheduled timeframes at HESD-WWJHS, 601 W. Florinda St. Hanford, CA 93230.
2. Provide access to a breakroom and restroom for FHCN staff, as available.
3. Provide a space for patient waiting such as a 10 x 10 pop up canopy.
4. Provide access to electrical power for a 30' 125/250 Vac power cord for shore power using a 100 AMP Reel Model, as available.
5. Partner and support FHCN to promote mobile dental center availability.
6. Communicate with FHCN within two weeks of any modifications to the agreed upon schedule.

B. FHCN will provide the following:

1. FHCN will provide access to a full service mobile dental center for students to access within the organization's scope of services.

2. FHCN will use only the designated location which has been agreed upon by HESD-WWJHS.
  3. FHCN will offer mobile dental services to students on an agreed upon schedule between FHCN and HESD-WWJHS.
  4. FHCN will contract for and provide General Liability Insurance in the amount of at least \$1,000,000.00 and name HESD-WWJHS as an additional insured. Proof of such insurance shall be provided to HESD-WWJHS prior to commencement of services for the designated site location of the mobile health center.
  5. FHCN will maintain mobile health center on FHCN auto insurance.
  6. FHCN will maintain current licensure for the mobile dental center, drivers and dental service providers.
  7. FHCN will ensure that proper safety equipment will be on the mobile dental center.
  8. FHCN will communicate with HESD-WWJHS on any modifications to the agreed upon schedule between FHCN and HESD-WWJHS. Modifications may occur due to low utilization, vehicle maintenance needs, and staffing levels.
3. Hold Harmless Provision:
- A. Each party agrees to defend, hold harmless, and indemnify the other party's (and the other party's Board Members, officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses, losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including, but not limited to, personal injury, death at any time, and property damage) arising out of or made necessary by: (a) the indemnifying party's breach of the terms of this MOU, (b) the act or omission of the indemnifying party, its Board Members, employees, officers, agents, and assigns in connection with the performance of this MOU, and (c) the presence of the indemnifying party, its Board Members, officers, employees, agents, assigns, or invitees on the other party's premises.
  - B. In the event that any action or proceeding is brought against any party by reason of any claim or demand discussed in this section, upon notice, the indemnifying party shall defend the action or proceeding at the indemnifying party's expense, through counsel reasonably satisfactory to the other party or parties. The obligation to indemnify set forth in this section shall include reasonable attorneys' fees and investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand is made.
  - C. The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its Board Members, officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage determined by an arbitrator or court of competent jurisdiction to be caused by the sole active negligence or willful misconduct of the other party, its officers, employees, trustees, or agents.
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Organization representative and signatory authority:

Hanford Elementary School District  
Superintendent

Family HealthCare Network  
President & CEO

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Joy Gabler

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Kerry Hydash

## HANFORD ELEMENTARY SCHOOL DISTRICT

**Agenda Request Form**

TO: Joy C. Gabler

FROM: Bill Potter

DATE: May 3, 2021

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

FOR: ☐ Information  
☒ Action

Date you wish to have your item considered: May 26, 2021

**ITEM:**

Consider approval of Architectural Services Agreement with Mangini Associates, Inc. for the Modernization at Roosevelt Elementary School Phase 2.

**PURPOSE:**

Mangini Associates, Inc. to provide the District with architectural services for the Modernization at Roosevelt Elementary School Phase 2.

**FISCAL IMPACT:**

Estimated cost of \$115,000

**RECOMMENDATION:**

Approve Architectural Services Agreement with Mangini Associates, Inc. for the Modernization at Roosevelt Elementary School Phase 2.



**MANGINI**

ARCHITECTURE  
INGENUITY

McLAIN BARENG MORRELLI SCOTT

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

**www.mangini.us**  
(559) 627-0530 *Office*  
(559) 627-1926 *Fax*

Architect's Project No.: 2116

**AGREEMENT BETWEEN  
OWNER AND ARCHITECT FOR**

**MODERNIZATION AT  
ROOSEVELT ELEMENTARY SCHOOL  
PHASE 2**

**AGREEMENT** made as of March 30, 2021,

**BETWEEN** the Owner (hereafter referred to as Owner):

**HANFORD ELEMENTARY SCHOOL DISTRICT**  
714 North White Street  
Hanford, CA 93232

and the Architect (hereafter referred to as Architect):

**MANGINI ASSOCIATES INC.**  
4320 W. Mineral King Avenue  
Visalia, CA 93291

For the following Project:

**MODERNIZATION AT ROOSEVELT ELEMENTARY SCHOOL- PHASE 2**  
870 West Davis Street  
Hanford, CA 93232

The Owner and the Architect agree as follows:

## **ARTICLE 1 - INITIAL INFORMATION**

**1.1** This Agreement is based on the Initial Information set forth in this Article 1.

### **1.2 THE OWNER'S PROGRAM (EDUCATIONAL SPECIFICATION) FOR THE PROJECT**

**1.2.1** The Architect will assist the Owner in developing the project scope of work as part of Basic Services.

### **1.3 THE PROJECT'S PHYSICAL CHARACTERISTICS**

**1.3.1** A modernization of building 100 at Roosevelt Elementary School in Hanford, California.

### **1.4 FINANCIAL INFORMATION**

**1.4.1** The Owner's budget for the Project is \$1,012,000 based on the Architect's preliminary Project Budget Summary dated 3/30/2021.

**1.4.2** The initial Cost of the Work for the Project as defined in Section 6.1 is based on \$816,000.

**1.4.3** The Owner will fund the Project.

### **1.5 SCHEDULE INFORMATION**

**1.5.1** The Owner intends to use the Project when completed.

### **1.6 PROCUREMENT INFORMATION**

**1.6.1** The Owner intends to procure the project by contracting with a single general contract based on a single lump sum open bid.

### **1.7 OTHER PROJECT INFORMATION**

**1.7.4** The Owner and the Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services, and the Architect's compensation.

## **ARTICLE 2 - ARCHITECT'S RESPONSIBILITIES**

**2.1** The Architect shall provide the professional services as set forth in this Agreement.

**2.2** In providing services under this agreement, the Architect shall exercise that degree of professional skill and care ordinarily used by other reputable architects, practicing in the same or similar locality and under similar circumstances. Nothing in this agreement shall be interpreted to require Architect to meet any higher standard or have any obligation in excess of what is required by said standard and this paragraph shall control over any such contrary provision.

### **2.3 COMPLIANCE WITH LAW**

**2.3.1** The Architect shall use due professional care to provide services in accordance with applicable Federal, State, and local laws, regulations and directives.

**2.3.2** With respect to Architect's employees, Architect shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.

**2.3.3** The Architect shall be properly licensed as an architect under the laws of the State of California during the term of this Agreement and shall be qualified to provide the services required by the Owner pursuant to this Agreement.

### **ARTICLE 3 - SCOPE OF ARCHITECT'S BASIC SERVICES**

#### **3.1 BASIC SERVICES**

**3.1.1** The Architect's Basic Services consist of those described in Article 3, and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in Article 3 are Additional Services.

**3.1.2** The Architect represents that the Architect's drawings and specifications shall comply with the California Building Code and shall be submitted to the Division of the State Architect (DSA) and the California Department of Education (CDE) as required. The Architect shall assist the Owner and its consultants to apply for funding for the Project from OPSC and the Architect shall be responsible for all submittals required of the Architect by the DSA, OPSC and CDE in connection therewith.

**3.1.3** The Architect shall mutually coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information. Upon the Owner's reasonable request, the Architect and the Architect's consultants shall cooperate with the Owner and the Owner's consultants in verifying that the Architect's plans, specifications, studies, drawings, estimates or other documents relating to the Project are constructible and otherwise comply with the Construction Documents. The Architect has no duty to discover errors, omissions or inconsistencies in the services provided by the Owner, the Owner's consultants or others.

**3.1.4** The Architect shall not be liable for claims resulting from an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made without the Architect's approval.

**3.1.5** The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

**3.1.6** The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for approval of governmental authorities having jurisdiction over the Project. The Architect shall be responsible for any design submittals which are required by said governmental authorities in connection with the Owner's filing of such documents.

#### **3.2 SCHEMATIC DESIGN (DATA GATHERING) PHASE SERVICES**

**3.2.1** The Architect shall review the program and all other information furnished by the Owner to ascertain the requirements of the Project, and shall review the laws, codes, and regulations applicable to the Architect's services and shall arrive at a mutual understanding of such requirements with the Owner.

**3.2.2** The Architect shall prepare a preliminary evaluation of the Owner's program, schedule and budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall promptly notify the Owner in

writing of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

**3.2.3** The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project that may reduce the cost of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

**3.2.4** Based on the Projects' requirements agreed upon with the Owner, the Architect shall prepare and present for Owner's approval a preliminary design illustrating the scale and relationship of Project components.

**3.2.5** Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents, including a site plan, if appropriate, and preliminary building plans, sections, and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction material shall be noted on the drawings or described in writing.

**3.2.6** The Architect shall submit to the Owner a preliminary Statement of the Probable Cost of the Work prepared in accordance with Section 6.3 and a written schedule for the performance of the Work.

**3.2.7** The Architect shall submit the Schematic Design Documents to the Owner, and request Owner's approval. If Owner incorporates any recommended changes, then Architect shall revise the Schematic Design Documents, including but not limited to the written statement of Probable Cost of the Work and written schedule for the performance of work, as necessary until Owner's governing board approves them. Architect shall attend, and present at, as many meetings of the Owner's governing board as may be necessary to obtain the board's approval of the Schematic Design Documents.

### **3.3 DESIGN DEVELOPMENT (SCOPE DEVELOPMENT) PHASE SERVICES**

**3.3.1.** Following the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's review and approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including but not limited to site and floor plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and shall outline the specifications of the entire Project as to kind and quality of materials, and other elements as may be appropriate.

**3.3.2.** The Architect shall update the Statement of Probable Cost of the Work.

**3.3.3** The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the Statement of Probable Cost of the Work, and request Owner's approval.

**3.3.4** The Architect shall provide at no expense to the Owner one complete set of preliminary plans for the review and approval of the Owner and one set for each public agency having approval authority over such plans for their review and approval at no expense to the Owner.

### **3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES**

**3.4.1** Following the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe further development of the approved Design Development Documents and shall consist of customary working drawings and specifications setting forth in detail sufficient for construction of the Work to be done and the materials, workmanship,

finishes and equipment required for the architectural, structural, mechanical, electrical system, and other requirements for the construction of the Work. The Owner and the Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including shop drawings, product data, samples, and other submittals, which the Architect shall review in accordance with Section 3.6.4.

**3.4.2** The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

**3.4.3** During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary, and other Conditions). The Architect shall also compile a project manual, which manual shall be subject to the Owner's review and approval, that includes the Conditions of the Contract for Construction and specifications that may include bidding requirements and sample forms.

**3.4.4** The Architect shall update the Statement of Probable Cost of the Work.

**3.4.5** The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the Statement of Probable Cost of the Work, take any action required under Section 6.5, and request Owner's approval.

### **3.5 AGENCY APPROVAL PHASE SERVICES**

**3.5.1** The Architect will submit the Construction Documents to DSA and local jurisdictions as may be required and make the necessary corrections to secure approval. The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for approval with CDE, OPSC, and other governmental authorities having jurisdiction over the Project.

### **3.6 BIDDING PHASE OR NEGOTIATION PHASE SERVICES**

**3.6.1** Following DSA and the Owner's written approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or proposals, as the owner shall direct; (2) confirming responsiveness of bids or proposals; (3) determining successful bid or proposal, if any; and (4) awarding and preparing contracts for construction.

**3.6.1.2** If, in the Owner's discretion, the Owner will seek total or partial State funding for this Project, then if so requested by the Owner the Architect shall, in addition to the above, publish the invitation to bid in the appropriate regional trade papers and publications devoted to Disabled Veteran Business Enterprises. If so requested by the Owner, the Architect shall also prepare and submit the appropriate documentation to the OPSC.

**3.6.1.3** If the Owner decides to seek competitive bids for construction of the Project, then Section 3.6.2 and following shall apply to Architect's services under the "Bidding Phase or Proposal Phase" of said services. However, if the Owner decides to seek proposals for construction of the Project, then Section 3.6.3 and following shall apply to Architect's services under the "Bidding Phase or Proposal Phase" of said services.

#### **3.6.2 Competitive Bidding**

**3.6.2.1** Bidding Documents consist of bidding requirements and proposed Contract Documents.

**3.6.2.2** The Architect shall assist the Owner in bidding the Project by (1) procuring the reproduction of Bidding Documents for distribution to prospective bidders; (2) distributing Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and

of the amounts of deposits, if any, received from and returned to prospective bidders; (3) organizing and conducting a pre-bid conference for prospective bidders; (4) preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and (5) organizing and conducting the opening of the bids, and subsequently documenting and distributing bid results, as directed by the Owner.

**3.6.2.3** The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

### **3.6.3 Proposals**

**3.6.3.1** Proposal Documents consist of proposal requirements and proposed Contract Documents.

**3.6.3.2** The Architect shall assist the Owner by (1) procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process; (2) organizing and participating in selection interviews with prospective contractors; and (3) participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

## **3.7 CONSTRUCTION PHASE SERVICES**

### **3.7.1 General**

**3.7.1.1** The Architect shall provide administration of the Contract between the Owner and the Contractor as forth below and in the General Conditions of the Contract for Construction. In the event of conflicts between this Agreement and the General Conditions of the Contract for Construction, this Agreement shall govern with respect to Architect's responsibilities. Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and Architect.

**3.7.1.2** All instructions to the Contractor shall be forwarded through the Architect. The Architect shall timely provide Owner with copies of all correspondence between the Architect and the Contractor. The Architect shall advise, consult with, and serve as the Owner's representative in the general administration of the Contract for Construction and in the Owner's dealings with the Contractor, however, the Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The Architect shall not be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents, unless such failure is caused by Architect's negligent acts or omissions in breach of this Agreement, the applicable standard of care, or law. The Architect shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor, or of any other persons performing portions of the Work.

**3.7.1.3** Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services shall commence on the date stated in the official Notice to Proceed and, solely for purposes of payment of the Architect, shall be deemed complete upon the Owner's written approval of the Architect's final Certificate for Payment to the Contractor, provided that such certification and payment shall not constitute an admission by Architect or Owner that the Project has been completed in accordance with the Contract Documents or in conformance with this Agreement.

### **3.7.2 Evaluations of the Work**

**3.7.2.1** The Architect shall visit the site at intervals appropriate to the stage of construction, both as the Architect deems necessary and as required by the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed will be in accordance with the Contract Documents. On the basis of the site visits, the Architect shall keep the Owner promptly informed of the progress and quality of the portion of the Work



completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, (2) defects and deficiencies observed in the Work, and (3) any default by the Contractor in the orderly and timely prosecution of the Project.

**3.7.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. The Architect shall also recommend substitution of materials or equipment when, in the Architect's reasonable judgment, such action is necessary to the accomplishment of the intent and purpose of the Contract Documents. Such actions as are described in this paragraph shall be taken with reasonable promptness. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work.

**3.7.2.3** The Architect shall also make such regular reports as shall be required by agencies having jurisdiction over the Project and keep the Owner informed in writing of the progress of the Project.

**3.7.2.4** The Architect shall provide advice to the Owner on apparent deficiencies in construction during the construction phase.

**3.7.2.5** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness. The Owner will be the final interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by the Contractor. The Owner shall not disregard the Architect's interpretation without good cause.

**3.7.2.6** Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for the results of interpretations or decisions rendered in good faith.

**3.7.2.7** The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

### **3.7.3 Certificates of Payment to Contractor**

**3.7.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certifications in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observations at the site as provided in Section 3.7.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Notice of Completion, (2) to results of subsequent tests and inspections, (3) to minor deviations from the Contract Documents correctable prior to completion, and (4) to specific qualifications expressed by the Architect.

**3.7.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work beyond the scope required by Section 3.7.2, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

### **3.7.4 Submittals**

**3.7.4.1** The Architect shall timely review and take appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the construction of the Owner or of separate contractors, while allowing sufficient time to permit adequate review.

**3.7.4.2** Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions, or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's review of a specific item shall not indicate approval of an assembly of which the item is a component.

**3.7.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon such the accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

**3.7.4.4** Subject to the provisions of Section 4.3, the Architect shall timely review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that includes the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within the time frames agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

### **3.7.5 Changes in the Work**

**3.7.5.1** The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involving an adjustment in the Contract Sum or an extension of the Contract Time.

**3.7.5.2** The Architect shall prepare change orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

### **3.7.6 Project Completion**

**3.7.6.1** The Architect shall conduct reviews to determine the date of Notice of Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties, guaranties, instruction books, diagram, chart, and related documents required by the Contract Documents and assembled by the Contractor; and shall issue a final Certificate for Payment based upon a final review indicating the Work complies with the requirements of the Contract Documents.

**3.7.6.2** The Architect's reviews shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

**3.7.6.3** When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid to the Contractor, including the amount to be retained from the Contract Sum,

if any, for final completion or correction of the Work. The Architect shall also forward to the Owner warranties, operation and maintenance manuals, record drawings and other closeout documents prepared by the Contractor.

### **3.7.7 Evaluation of Claims**

**3.7.7.1** Notwithstanding anything else in this Agreement, as a part of its Basic Services, the Architect shall assist the Owner in evaluating and responding to claims, disputes and other matters in question between the Contractor and the Owner, including but not limited to claims made against the Owner as a result of alleged or claimed wrongful acts or omissions, and shall in all instances provide such truthful testimonial assistance as may be required by the Owner.

## **ARTICLE 4 - ADDITIONAL SERVICES**

**4.1** The Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if authorized or confirmed in writing by the Owner prior to such services being rendered. Compensation for Additional Services shall be as provided in Section 11.3, in addition to compensation for Basic Services.

**4.2** Additional Services may be provided after execution of this agreement, without invalidating the Agreement, provided that such Additional Services are approved by Owner prior to such services being rendered. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Article 4 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

**4.2.1** Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide Additional Services until the Architect receives the Owner's written authorization.

### **4.3 Additional Services**

**4.3.1** Services necessitated by a material change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project, including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method.

**4.3.2** Services necessitated by concealed or unknown conditions encountered during the progress of the Work.

**4.3.3** Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws, or regulations or official interpretations subsequent to Owner's approval of the Contract Documents.

**4.3.4** Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner.

**4.3.5** Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique systems designs, in-depth material research, energy modeling, LEED or CHPS certification, or DSA HPI approved unless such alternatives were requested prior to the effective date of this Agreement.

**4.3.6** Providing financial feasibility or other special studies.

**4.3.7** Providing special surveys, environmental studies and submissions required for approval of governmental authorities having jurisdiction over the Project, other than those identified in Article 3.

**4.3.8** Providing services relative to future facilities, systems or equipment.

- 4.3.9** Providing services to investigate existing conditions or facilities or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by the Owner.
- 4.3.10** Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.
- 4.3.11** Providing planning surveys, site evaluations or comparative studies of prospective sites.
- 4.3.12** Providing services for planning tenant or rental spaces.
- 4.3.13** Providing services in connection with the work of a construction manager or separate consultants retained by the Owner, unless said manager or consultant was engaged prior to the effective date of this Agreement.
- 4.3.14** Providing detailed estimates (as defined by Section 6.3) of Construction Cost.
- 4.3.15** Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.
- 4.3.16** Providing analyses of owning and operating costs.
- 4.3.17** Providing coordination of Work performed by separate contractors or by the Owner's own forces.
- 4.3.18** Providing on-site project representation during construction beyond Basic Services.
- 4.3.19** Providing building commissioning services, including assistance in the utilization of equipment or systems, such as testing, adjustment and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.
- 4.3.20** Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.
- 4.3.21** Providing detailed quantity surveys or inventories of material, equipment and labor.
- 4.3.22** Attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is a party thereto.
- 4.3.23** Preparing Drawings, Specifications and supporting data and providing other services in connection with change orders unless such change orders are required due to errors or omissions of the Architect.
- 4.3.24** Consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing services as may be required in connection with the replacement of such Work.
- 4.3.25** Providing services made necessary by the default of the Contractor, or by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.
- 4.3.26** Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than sixty days after the Date of Notice of Completion of the Work.
- 4.3.27** Providing services of consultants for other than the normal architectural, civil, structural, mechanical and electrical engineering services for the Project.

**4.3.28** Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

## **ARTICLE 5 - OWNER'S RESPONSIBILITIES**

**5.1** Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints, and criteria, including space requirements and relationships, flexibility and expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, or such additional time as may be commercially reasonable under the circumstances, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

**5.2** The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and Architect shall thereafter meet and confer in an effort to modify the Project's scope and quality.

**5.2.1** The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. If the Owner selects in writing an accelerated, phased, or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

**5.3** The Owner shall identify a representative authorized to act in the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

**5.4** The Owner shall furnish surveys reasonably necessary to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal description shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wet-lands; adjacent drainage; flood plain designations; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines both public and private, above and below grade, including inverts and depths. All information on the survey shall be referenced to a Project benchmark.

**5.5** The Owner shall furnish the services of geotechnical engineers and other such consultants when such services are reasonably required by the scope of the Project and are requested by the Architect. Such services may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluations, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

**5.6** The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance appropriate to the services provided.

**5.7** The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials, which the Owner shall own.

**5.8** The Owner shall furnish all legal, insurance, and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

**5.9** The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

**5.10** The Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Architect's services and of the Work.

**5.11** The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

## **ARTICLE 6 - COST OF THE WORK**

**6.1** For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct of all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

**6.2** The Owner's budget for the Cost of the Work is provided in the Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary statement of the Probable Cost of the Work, and updated Statements of Probable Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or price proposals will not vary from the Project budget for the Cost of the Work or from any Statement of Probable Cost of the Work prepared by the Architect.

**6.3** In preparing Statements of Probable Cost of the Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the scope of the Project; and to include in the Contract Documents alternate bids to adjust the Probable Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's opinion of the Probable Cost of the Work shall be based on current area, volume, or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

**6.4** If the Bidding or Negotiation Phase has not commenced within 90 days after the Owner approves the Construction Documents, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market, if applicable.

**6.5** If at any time the Architect's opinion of the Probable Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner reasonably shall cooperate with the Architect in making such adjustments.

**6.6** If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or price proposal, the Owner shall:

- .1** give written approval of an increase in the budget for the Cost of the Work;
- .2** authorize rebidding or renegotiating of the Project within a reasonable time;

- .3 terminate in accordance the terms of this Agreement;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

**6.7** If the Owner's budget for the Cost of the Work is exceeded by the lowest bona fide bid or price proposal by more than 10%, and the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. Except for the cost of such modifications, Architect shall not be responsible for any increase in the Cost of the Work.

**6.8** If the Owner's budget for the Cost of the Work is exceeded by the lowest bona fide bid or price proposal by less than 10%, and the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with said bid or proposal, or the budget as adjusted under Section 6.6.1 and be compensated for modifications to the Construction Documents as Additional Services as provided under Section 11.3.

## **ARTICLE 7 - OWNERSHIP AND USE OF DOCUMENTS**

**7.1** Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project, except as otherwise provided in Section 7.2 below. The Architect's Instruments of Service shall be the property of the Owner as provided by Education Code Section 17316, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement.

**7.2** This Agreement creates a non-exclusive and perpetual license for Owner to copy, use, modify, reuse, or sub-license any and all copyrights, designs, and other intellectual property embodied in the Architect's Instruments of Service, including drawings, specifications, studies, estimates, and other documents, or any other works of authorship fixed in any tangible medium of expression, including, but not limited to, physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by Architect pursuant to this Agreement. This transfer of rights pertains not only to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) but as they relate or may relate to other projects, provided that any invalidity of such license in relation to such other projects shall not affect the validity of such license in relation to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project under Education Code Section 17316. This Agreement is an express transfer of rights as specified in Education Code Section 17316(b).

**7.3** Architect represents and warrants that Architect has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Architect's Instruments of Service that Architect or its consultant's prepares or causes to be prepared pursuant to this Agreement. The Architect shall indemnify and hold the Owner harmless pursuant to Section 7.2 of this Agreement for any breach of this Article 7. The Architect makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates, or other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings, that were prepared by design professionals other than Architect and provided to Architect by the Owner.

**7.4** The parties acknowledge the Architect's Instruments of Service are not represented to be appropriate for reuse without modification. Any reuse by Owner of documents prepared under this Agreement, without employing the services of Architect, shall be at Owner's own risk. In the event the Owner reuses or modifies the Architect's Instruments of Service developed by the Architect pursuant to this Contract for purposes other than that for which they are contemplated, the Owner shall indemnify, defend, and hold harmless the Architect, its employees and consultants for damages and expenses caused by the Owner's use or modification of the Architect's Instruments of

Service, and the parties agree that the provisions of this Article shall be the terms and conditions for the reuse as authorized by Education Code Section 17316(c).

**7.5** The Architect will provide the Owner with a customary set of reproducible designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Agreement, and will retain, on the Owner's behalf, the original documents or reproducible copies of all such original documents, however stored, in the Architect's files for a period of no less than fifteen (15) years. The Architect shall promptly make available to Owner any original documents it has retained pursuant to this Agreement upon reasonable request by the Owner.

## **ARTICLE 8 - CLAIMS AND DISPUTES**

### **8.1 GENERAL**

**8.1.1** The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or relating to this Agreement within the period specified by applicable law.

**8.1.2** The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, with limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Article 9.

### **8.2 MEDIATION**

**8.2.1** If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be shared equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 60 days, either party may pursue litigation to resolve the dispute.

**8.2.2** Demand for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for mediation shall be made within reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such a claim, dispute or other matter in question would be barred by California statutes of limitations.

## **ARTICLE 9 - TERMINATION OR SUSPENSION**

**9.1** The right to terminate this Agreement under this provision may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under the Agreement.

### **9.2 TERMINATION WITHOUT CAUSE**

**9.2.1** The Owner may terminate this Agreement upon not less than 7 days' written notice to the Architect for Owner's convenience and without cause. Upon the Owner's request and authorization, the Architect shall perform any and all Basic Services and Additional Services reasonably necessary to wind up the work performed to the date of termination.



### **9.3 SUSPENSION OF THE PROJECT**

**9.3.1** If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. If and when the Project is resumed, the Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**9.3.2** If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect or the Architect's consultants, the Architect may terminate this Agreement by giving not less than 7 days' written notice.

### **9.4 TERMINATION WITH CAUSE**

**9.4.1** Either party may terminate this Agreement upon not less than 7 days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

**9.4.2** Failure of the Owner to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

**9.4.3** If the Owner fails to make payments to the Architect in accordance with this Agreement, other than those payments withheld pursuant to Section 11.7.1, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give 7 days' written notice to the Owner before suspending services. Before resuming services, the Architect shall be paid all sums due prior to suspension services and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fee for the remaining services and the time schedules shall be equitably adjusted.

### **9.5 EFFECTS OF TERMINATION**

**9.5.1** In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

**9.5.2** The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7.

## **ARTICLE 10 - MISCELLANEOUS PROVISIONS**

**10.1** This Agreement shall be governed by the law of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Kings County, California.

**10.2** The Owner and the Architect, respectively, bind themselves, their partners, successors, permitted assigns and legal representatives to this Agreement. Neither the Owner nor Architect shall assign this Agreement without the written consent of the other.

**10.3** If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review within a reasonable period of time prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

**10.4** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

**10.5** Unless otherwise provided in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. Notwithstanding the foregoing, in the event the Owner or the Architect is or becomes aware of the presence of, or exposure of persons to hazardous materials or toxic substances, or the substantial risk thereof, each shall have a duty to immediately notify the other in writing.

**10.6** The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

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

**10.8** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

**10.9** Each individual executing this Agreement on behalf of the Architect hereby represents and warrants that Architect is a duly formed and existing entity qualified to do business in the state in which the Project is located and that Architect has full right and authority to execute and deliver this Agreement and that each person signing on behalf of Architect is authorized to do so.

**10.10** Owner recognizes that circumstances may occur beyond the reasonable control of either the Owner or the Architect and extensions for such delays shall be made to the schedule. Notwithstanding anything stated herein to the contrary, any time during which the Architect is delayed in the Architect's work by acts of Owner or its employees or those in a direct contractual relationship with Owner or by acts of nature or other occurrences which were not or could not have been reasonably foreseen and provided for, and which are not due to any wrongful acts or omissions, shall be added to the time for completion of any obligations of the Architect.

## **ARTICLE 11 - COMPENSATION**

### **11.1 BASIC SERVICES**

**11.1.1 Percent of Construction Cost:** For the Architect's Basic Services described in Article 3, the Owner shall compensate the Architect on the basis of a percentage of the Cost of the Work, using the OPSC Sliding Scale as follows:

|                            |                  |
|----------------------------|------------------|
| 12.0% of the first         | \$ 500,000.00    |
| 11.5% of the next          | \$ 500,000.00    |
| 11.0% of the next          | \$ 1,000,000.00  |
| 10.0% of the next          | \$ 4,000,000.00  |
| 9.0% of the next           | \$ 4,000,000.00  |
| 8.0% of costs in excess of | \$ 10,000,000.00 |

**11.1.2 Initial Basic Services Compensation:** The calculation of the Initial Basic Services Compensation shall be based on the application of the initial Cost of the Work to the OPSC Sliding Scale as follows:

| COMPENSATION CALCULATION              |       |                 |              |
|---------------------------------------|-------|-----------------|--------------|
| Fee Basis                             | % Fee | Const. Cost     | Fee          |
| 500,000                               | 12.0% | \$ 500,000.00   | \$ 60,000.00 |
| 500,000                               | 11.5% | \$ 316,000.00   | \$ 36,340.00 |
| 1,000,000                             | 11.0% | \$ -            | \$ -         |
| 4,000,000                             | 10.0% | \$ -            | \$ -         |
| 4,000,000                             | 9.0%  | \$ -            | \$ -         |
| Remainder                             | 8.0%  | \$ -            | \$ -         |
| Probable Construction Cost →          |       | \$ 816,000.00   |              |
|                                       |       | Fee Sub-total → | \$ 96,340.00 |
| Initial Basic Services Compensation → |       |                 | \$ 96,340.00 |

### 11.1.3 Adjustments to Basic Services Compensation:

- .1 At the end of the Schematic Design, Design Development, Construction Documents, and Agency Approval phases, Initial Basic Services Compensation shall be adjusted to the latest Probable Cost of Construction.
- .2 Initial Basic Services Compensation shall be adjusted after receipt of bids to the amount of the Contract Sum of the awarded construction contract, which shall be the basis for calculating compensation during the construction phase.
- .3 Basic Services Compensation shall be finally adjusted at the completion of the Project to the final Contract Sum of the construction contract, as documented in approved change orders.
- .4 Change Orders items determined to be caused by Architect error or omission shall not increase the Architect's compensation.
- .5 Change Order items which reduce the Contract Sum shall not reduce Compensation.
- .6 When any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.2.1, based on (1) the lowest bona fide bid, or (2) if no such bid or proposal is received, the most recent Statement of Probable Construction Cost for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for services performed whether or not the Construction Phase is commenced.
- .7 When additive alternate bids are provided, and the Owner decides not to accept them after bidding, the Architect shall be compensated based on 75% of 8% of the actual awarded bidders bid for such alternate bids, thereby compensating the architect for design and preparation of the alternate item.
- .8 When deductive alternate bids are provided, and the Owner decides to accept them after bidding, the Architect shall be compensated based on 75% of 8% of the actual difference between the awarded bidder's bid for such alternate bids, thereby compensating the Architect for design and preparation of the alternate item.

## 11.2 PROGRESS PAYMENTS

### 11.2.1 Progress payments for each phase of Basic Services shall be as follows:

|                               |     |
|-------------------------------|-----|
| Schematic Design Phase:       | 10% |
| Design Development Phase:     | 20% |
| Construction Documents Phase: | 35% |

|                                  |             |
|----------------------------------|-------------|
| Agency Approval Phase:           | 5%          |
| Bidding Phase:                   | 5%          |
| <u>Construction Phase:</u>       | <u>25%</u>  |
| <b>Total Basic Compensation:</b> | <b>100%</b> |

### 11.3 ADDITIONAL SERVICES

**11.3.1** For approved Additional Services that may arise during the course of the Project, the Owner shall compensate the Architect on the basis of a stipulated sum agreed to by the parties in advance of the services being performed, or on an hourly basis, plus compensation for reimbursable expenses.

**11.3.2** When compensation for Additional Services is on an hourly basis, compensation for Additional Services of the Architect's consultants will be computed at a rate of 1.10 times the amount billed to the Architect for such services.

**11.3.3** For Reimbursable Expenses incurred in the furnishing of Additional Services, compensation will be computed at a rate of 1.10 times the amount of expenses incurred by the Architect and the Architect's Consultants.

### 11.4 HOURLY BILLING RATES

**11.4.1** The hourly billing rates for services of the Architect are set forth below:

**Standard Hourly Billing Rates Schedule:**

|                                |           |
|--------------------------------|-----------|
| Principal Architect            | \$ 205.00 |
| Architect III                  | 165.00    |
| Architect II                   | 145.00    |
| Architect I                    | 130.00    |
| Construction Administrator III | 145.00    |
| Construction Administrator II  | 120.00    |
| Construction Administrator I   | 110.00    |
| Business Manager               | 155.00    |
| Project Manager                | 150.00    |
| Interior Designer II           | 90.00     |
| Interior Designer I            | 70.00     |
| Drafting Technician IV         | 110.00    |
| Drafting Technician III        | 100.00    |
| Drafting Technician II         | 90.00     |
| Drafting Technician I          | 70.00     |
| Administrative Asst. II        | 90.00     |
| Administrative Asst. I         | 50.00     |
| Expert Witness                 | 350.00    |

The above rates are effective through December 31, 2021. Work continuing beyond December 31, 2021, shall be subject to increases in the above noted schedule based on Engineering News Record's, "Cost of Living Index Adjustment", until this agreement is modified.

### 11.5 COMPENSATION FOR REIMBURSABLE EXPENSES

**11.5.1** Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include reasonable expenses incurred by the Architect and Architect's consultants directly related to the Project, as follows:

- .1** Transportation in connection with the project shall be compensated at the yearly established rate as permitted and published by the Internal Revenue Service for compensated mileage.

- .2 Expense of out of region meals and lodging in connection with the Project.
- .3 If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates for non-exempt employees.
- .4 Expense of renderings, models and mock-ups requested by the Owner.
- .5 Expense of additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that required by Article 12.
- .6 Expense of reproductions, postage and handling of Drawings, Specifications, and other documents required for approval, bidding, and construction of the Project in the Owner's interest, excluding reproductions for the office use of the Architect and the Architect's consultants.

**11.5.2** For Reimbursable Expenses, compensation will be computed at a rate of 1.10 times the amount of expenses incurred by the Architect and the Architect's Consultants.

## **11.6 PAYMENTS TO THE ARCHITECT**

**11.6.1** For services satisfactorily performed, payment for Basic Services, Additional Services and Reimbursable Expenses shall be made on a monthly basis after receipt and approval by the Owner of the Architect's properly documented and submitted invoices. To be "properly documented and submitted," an invoice shall be timely, be accompanied by all necessary documentation, list all activities performed, and for each activity performed list the person performing it and the person's billing rate. Architect's invoice shall be submitted within ten (10) days of the end of the monthly billing period. Invoices, receipts and other documentation to establish the validity of all Reimbursable Expenses shall be a prerequisite to Owner payment of such expenses. If Owner disputes a portion of a properly submitted invoice, it shall notify Architect of the dispute and, upon Architect's request, arrange for a meeting to confer about, and potentially resolve, the dispute. Prior to this meeting, Architect shall provide all documentation requested to support disputed portions of a properly submitted invoice. Regardless of any such dispute about an invoice or payment, both parties shall continue to provide all services required by this Agreement and law until the end of the Project, even if Owner and Architect cannot resolve all such disputes. Payments of undisputed portions of a properly submitted invoice shall be made within 60 days of receipt of the invoice.

**11.6.2** Amounts unpaid 30 calendar days after the 5th of the month shall bear interest at the rate of 1-1/2%.

## **11.7 PAYMENTS WITHHELD**

**11.7.1** The Architect's compensation shall be paid notwithstanding a Contractor-caused delay in completion of the project or reduction of final construction cost by reason of penalties, liquidated damages, or other amounts withheld from the Contractor. However, Owner may withhold from payments to Architect to the extent that Basic and Additional Services remain to be performed, including but not limited to those required for project closeout and payments to Contractor. If the total amount invoiced by Architect reaches the not-to-exceed Basic Services amount before Architect's Basic Services under this Agreement are complete, Architect must complete the Basic Services without submitting additional invoices, or receiving additional payment, for Basic Services.

## **11.8 ARCHITECT'S ACCOUNTING RECORDS**

**11.8.1** Architect shall maintain complete and accurate records showing all hours worked with respect to the services rendered and the costs incurred under this Agreement, including but not limited to Reimbursable Expenses and expenses pertaining to Additional Services. In addition, the Architect shall maintain complete and accurate records with respect to any payments to employees or subcontractors. Architect shall also be responsible for Architect's consultants keeping similar records. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. Upon request, Architect shall make such records available within Fresno County to the Auditor of Owner and to its agents and representatives, for the purpose of auditing and/or copying such records for a period of 5 years from the date of final payment under this Agreement.

## ARTICLE 12 - INSURANCE PROVISIONS

**12.1 Insurance Requirements:** Architect shall maintain at its own costs and expense the following minimum insurance coverage and shall provide a certificate of insurance and any required endorsements to Owner. The certificate of insurance and required endorsements shall be provided prior to commencement of any work and prior to the expiration of each renewal of the policy. Owner may request and Architect shall, upon request, provide a true and certified copy of each policy. No payment will be issued until Owner has received acceptable insurance documentation.

**12.2** In addition to the requirements outlined below for each insurance policy, Architect agrees that it will have each insurance policy endorsed to provide:

1. The policy shall be endorsed to provide thirty (30) day notice of cancellation, except ten (10) day notice for nonpayment of premium to Owner.
2. When required, the Commercial General Liability, Automobile Liability, and Aviation Liability insurance policies shall be endorsed to include as additional insured for on-going operations, products completed operations and ownership, operation or use of automobiles and aircraft, Owner and any other person or organization which Architect is required to include as additional insured under an Agreement and their respective owners, directors, officers, employees, agents and volunteers.
3. When required, the Workers Compensation insurance policies shall be endorsed to provide a waiver of subrogation in favor of the Owner and any other person or organization to which Owner is required in a written agreement to provide a waiver of subrogation.
4. If any insurance policy includes a cross suits endorsement or an insured vs. insured exclusion endorsement, the endorsement may not exclude a claim by an additional insured against the named insured or a claim by an additional insured against another additional insured.

**12.3 General Liability Insurance:** Without limiting Architect's indemnification, Architect shall secure and maintain in full force and effect, at its sole cost and expense during the term of this Agreement, a comprehensive general liability insurance policy with combined single limits of \$2,000,000.00 per occurrence, with a General Aggregate limit of \$4,000,000.00.

**12.3.1** The policy shall include contractual liability. The policy may not include any limitation, exclusion or coverage restriction for explosion, collapse or underground hazards. The policy shall not include an exclusion for job site safety or injury to employees of independent contractors. If the policy includes an exclusion of professional services, the exclusion shall not include job site safety as part of the definition of professional services. The certificate of insurance shall include a statement that the policy does not exclude claims alleging job site safety.

**12.3.2** Should any of the required insurance be provided under a claims-made form, Architect shall maintain coverage continuously throughout the term of this Agreement, and without lapse, for a period of at least ten (10) years beyond this Agreement expiration or the filing of a Notice of Completion (whichever is later), to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policy. Nothing herein shall in any way limit or diminish Architect's obligations to the Owner under any provision, including any duty to indemnify and defend the District.

**12.4 Worker's Compensation and Employer's Insurance:** Architect shall furnish to the Owner satisfactory proof that the Architect and all engineers, experts, consultants and employees for the period of this Agreement, is providing workers' compensation insurance with \$1,000,000.00 coverage for all persons whom they may employ in carrying out the Work contemplated under this Agreement in accordance with the Workers' Compensation Laws of the State of California. If the Architect employs any engineer, expert consultant or subcontractor which it did not intend to employ prior to commencement of services, it must furnish such proof of insurance covering said engineer, expert, consultant

or subcontractor to the Owner immediately upon their employment. Such insurance shall be maintained in full force and effect during the period covered by this Agreement including any extensions of time.

**12.5 Professional Liability Insurance:** Architect shall furnish to the Owner satisfactory proof that the Architect has Professional Liability Insurance (errors and omissions) with limits of \$1,000,000.00 per claim/\$2,000,000.00 annual aggregate. This insurance shall be maintained in force during the entire period of time the Architect renders service to the Owner under this Agreement. Each of the Architect's professional sub-contractors shall comply with this Section, and Architect shall include such provisions in its contracts with them.

**12.6 Commercial Automobile Liability:** Commercial Automobile Liability Insurance including coverage for all owned, non-owned and hired automobiles. The limit of liability shall not be less than \$2,000,000 each accident. The policy shall include contractual liability.

**12.7 Aviation Liability:** To the extent drones are used, Architect will carry liability insuring bodily injury and property damage arising out of the use of owned and non-owned unmanned aircraft.

## **ARTICLE 13 - SPECIAL PROVISIONS**

### **13.1 INDEMNIFICATION**

**13.1.1** The Architect agrees, to the extent permitted by law, to hold harmless and indemnify but not defend the Owner, its Governing Board, each member of the Board, and their officers and employees harmless from any liability for damages to the extent actually caused by the Architect's negligent acts, errors, omissions, or recklessness, or willful misconduct in the performance of professional services arising out of this Agreement and those of his or her officers, employees, consultants or sub-consultants or anyone for whom the Architect is legally responsible (collectively, the "Architect's Parties"). The Architect is not obligated to indemnify the Owner and employees or any other third party in any manner whatsoever for their own negligence.

**13.1.2** This indemnification specifically includes any claims that may be made against Owner or against Architect by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement. The Architect specifically agrees to hold harmless and indemnify the Owner for any and all claims arising out of any injury, disability, or death of the Architect's employees or agents to the extent that the above are caused by the negligent acts, errors, or omissions of the Architect. This indemnification obligation shall continue beyond the term of this Agreement as to any negligent acts or omissions occurring under this Agreement or any extension of this Agreement, subject to the applicable statute of limitations.

### **13.2 FINGERPRINTING**

**13.2.1** Pursuant to California Education Code Section 45125.1, before any agents or employees of Architect may enter school grounds where they may have any contact with pupils, Architect shall submit fingerprints of its agents and employees in a manner authorized by the California Department of Justice, together with a fee determined by the Department of Justice. Architect shall not permit any of its agents or employees to come in contact with pupils of the Owner until the Department of Justice has ascertained that the Architect's agents or employees have not been convicted of a felony as defined in Education Code Section 45122.1.

**13.2.2** Architect shall provide Owner with a written list of the names of its agents or employees who may come in contact with pupils before commencement of work. Architect shall certify, in a form provided by Owner, under penalty of perjury, that it has complied with the requirements of Education Code Section 45125.1, and that none of its agents or employees who may come in contact with pupils have been convicted of a felony as defined in Education Code Section 45122.1, based upon the information Architect has received from the Department of Justice.

**13.2.3** If Architect believes that its agents or employees will have only limited contact with pupils and should therefore be exempted from these requirements, Architect must contact the Owner with its request for exemption within 15

days prior to the commencement of work. The request for exemption must specify the grounds for such proposed exemption, considering the totality of circumstances, including but not limited to the length of time Architect will be on school grounds, whether pupils will be in proximity to the site where the Architect's employees are working, and whether the Architect's employees will be working by themselves or with others. Whether to grant or deny the exemption is within the sole discretion of the Owner's governing board.

### **13.3 ASSURANCES OF NON-DISCRIMINATION**

**13.3.1** Architect expressly agrees that it will not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

### **13.4 INDEPENDENT CONTRACTOR STATUS**

**13.4.1** This Agreement is entered into by both parties with the express understanding that Architect will perform all services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute the Architect or any of its agents, employees or officers as an agent, employee or officer of Owner. Architect agrees to advise everyone it assigns or hires to perform any duty under this Agreement that they are not employees of Owner. Subject to any performance criteria contained in this Agreement, Architect shall be solely responsible for determining the means and methods of performing the specified services and Owner, except to the extent stated otherwise in this Agreement, shall have no right to control or exercise any supervision over Architect as to how the services will be performed. As Architect is not Owner's employee, Architect is responsible for paying all required state and federal taxes. In particular, Owner will not (1) withhold FICA (Social Security) from Architect payments, (2) make state or federal unemployment insurance contributions on Architect's behalf, (3) withhold state or federal income tax from payments to Architect, (4) make disability insurance contributions on behalf of Architect, (5) obtain unemployment compensation insurance on behalf of Architect. Notwithstanding this independent contractor relationship, Owner shall have the right to monitor and evaluate the performance of Architect to assure compliance with this Agreement.

### **13.5 MANUFACTURER'S PRODUCT DATA**

**13.5.1** To the extent the Architect collects product manufacturer materials disclosing product contents; the Owner acknowledges that it is not relying on the Architect for any analysis of material composition or the human or environmental health impacts of specific material selections. Any assessments or evaluations of this kind should be conducted by a toxicologist or other trained professionals retained by the Owner.

### **13.6 NOTICE**

**13.6.1** All notices, certificates, or other communications hereunder shall be deemed given when personally delivered or mailed by certified mail, postage prepaid, to the parties at the address set forth below:

|                   |  |
|-------------------|--|
| <b>Owner:</b>     | Hanford Elementary School District<br>Attn: Joy Gabler<br>714 North White Street<br>Hanford, CA 93232        |
| <b>Architect:</b> | Mangini Associates, Inc.<br>Attn: Gilbert Bareng<br>4320 W. Mineral King Avenue<br>Visalia, California 93291 |



## ARTICLE 14 - SCOPE OF THE AGREEMENT

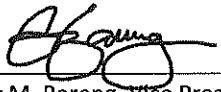
**14.1** This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the terms set and agreed upon as of the day and year first written above.

**OWNER**  
**HANFORD ELEMENTARY SCHOOL DISTRICT**

**ARCHITECT**  
**MANGINI ASSOCIATES INC.**

By: \_\_\_\_\_  
Joy Gabler, Superintendent

By:  \_\_\_\_\_  
Gilbert M. Bareng, Vice President, C33544

## HANFORD ELEMENTARY SCHOOL DISTRICT

**Agenda Request Form**

TO: Joy C. Gabler

FROM: Bill Potter

DATE: May 14, 2021

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

FOR: ☐ Information  
☒ Action

Date you wish to have your item considered: May 26, 2021

**ITEM:**

Consider Ratification of the approval of Architectural Services Agreement with Mangini Associates, Inc. for the HVAC upgrade at Woodrow Wilson Gym & Locker rooms

**PURPOSE:**

Mangini Associates Inc. to provide the District with architectural services Woodrow Wilson Jr. High HVAC Project

**FISCAL IMPACT:**

Estimated cost of \$50,160.00.

**RECOMMENDATION:**

Approve Ratification of the Architectural Services Agreement with Mangini Associates, Inc. for the HVAC Upgrade Project at Woodrow Wilson Jr. High School



**MANGINI**

ARCHITECTURE  
INGENUITY

McLAIN BARENG MORRELLI SCOTT

**MANGINI ASSOCIATES INC.**

4320 West Mineral King Avenue  
Visalia, California 93291

**www.mangini.us**

(559) 627-0530 *Office*  
(559) 627-1926 *Fax*

Architect's Project No.: 2119

**AGREEMENT BETWEEN  
OWNER AND ARCHITECT FOR**

**HVAC UPGRADE AT  
WOODROW WILSON GYM**  
(Gym and Locker Room Buildings)

**AGREEMENT** made as of May 11, 2021,

**BETWEEN** the **Owner** (hereafter referred to as Owner):

**HANFORD ELEMENTARY SCHOOL DISTRICT**  
714 North White Street  
Hanford, CA 93232

and the **Architect** (hereafter referred to as Architect):

**MANGINI ASSOCIATES INC.**  
4320 W. Mineral King Avenue  
Visalia, CA 93291

For the following **Project**:

**HVAC UPGRADE AT WOODROW WILSON (Gym and Locker Room Buildings)**  
601 W. Florinda St.  
Hanford, CA 93232

The Owner and the Architect agree as follows:

## **ARTICLE 1 - INITIAL INFORMATION**

**1.1** This Agreement is based on the Initial Information set forth in this Article 1.

### **1.2 THE OWNER'S PROGRAM (EDUCATIONAL SPECIFICATION) FOR THE PROJECT**

**1.2.1** The Architect will assist the Owner in developing the project scope of work as part of Basic Services.

### **1.3 THE PROJECT'S PHYSICAL CHARACTERISTICS**

**1.3.1** A new HVAC upgrade consisting of (2) ground mounted package AC units with electrical service as well as wall opening modifications as required for the new mechanical equipment, located at Woodrow Wilson Jr High School in Hanford, CA. The buildings included in this scope are the gym and locker room buildings.

### **1.4 FINANCIAL INFORMATION**

**1.4.1** The Owner's budget for the Project is \$519,000 based on the Architect's preliminary Project Budget Summary dated 5/11/2021.

**1.4.2** The initial Cost of the Work for the Project as defined in Section 6.1 is based on \$418,000.

**1.4.3** The Owner will fund the Project.

### **1.5 SCHEDULE INFORMATION**

**1.5.1** The Owner intends to use the Project when completed.

### **1.6 PROCUREMENT INFORMATION**

**1.6.1** The Owner intends to procure the project by contracting with a single general contract based on a single lump sum open bid.

### **1.7 OTHER PROJECT INFORMATION**

**1.7.4** The Owner and the Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services, and the Architect's compensation.

## **ARTICLE 2 - ARCHITECT'S RESPONSIBILITIES**

**2.1** The Architect shall provide the professional services as set forth in this Agreement.

**2.2** In providing services under this agreement, the Architect shall exercise that degree of professional skill and care ordinarily used by other reputable architects, practicing in the same or similar locality and under similar circumstances. Nothing in this agreement shall be interpreted to require Architect to meet any higher standard or have any obligation in excess of what is required by said standard and this paragraph shall control over any such contrary provision.

### **2.3 COMPLIANCE WITH LAW**

**2.3.1** The Architect shall use due professional care to provide services in accordance with applicable Federal, State, and local laws, regulations and directives.

**2.3.2** With respect to Architect's employees, Architect shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.

**2.3.3** The Architect shall be properly licensed as an architect under the laws of the State of California during the term of this Agreement and shall be qualified to provide the services required by the Owner pursuant to this Agreement.

## **ARTICLE 3 - SCOPE OF ARCHITECT'S BASIC SERVICES**

### **3.1 BASIC SERVICES**

**3.1.1** The Architect's Basic Services consist of those described in Article 3, and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in Article 3 are Additional Services.

**3.1.2** The Architect represents that the Architect's drawings and specifications shall comply with the California Building Code and shall be submitted to the Division of the State Architect (DSA) and the California Department of Education (CDE) as required. The Architect shall assist the Owner and its consultants to apply for funding for the Project from OPSC and the Architect shall be responsible for all submittals required of the Architect by the DSA, OPSC and CDE in connection therewith.

**3.1.3** The Architect shall mutually coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information. Upon the Owner's reasonable request, the Architect and the Architect's consultants shall cooperate with the Owner and the Owner's consultants in verifying that the Architect's plans, specifications, studies, drawings, estimates or other documents relating to the Project are constructible and otherwise comply with the Construction Documents. The Architect has no duty to discover errors, omissions or inconsistencies in the services provided by the Owner, the Owner's consultants or others.

**3.1.4** The Architect shall not be liable for claims resulting from an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made without the Architect's approval.

**3.1.5** The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

**3.1.6** The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for approval of governmental authorities having jurisdiction over the Project. The Architect shall be responsible for any design submittals which are required by said governmental authorities in connection with the Owner's filing of such documents.

### **3.2 SCHEMATIC DESIGN (DATA GATHERING) PHASE SERVICES**

**3.2.1** The Architect shall review the program and all other information furnished by the Owner to ascertain the requirements of the Project, and shall review the laws, codes, and regulations applicable to the Architect's services and shall arrive at a mutual understanding of such requirements with the Owner.

**3.2.2** The Architect shall prepare a preliminary evaluation of the Owner's program, schedule and budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall promptly notify the Owner in

writing of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

**3.2.3** The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project that may reduce the cost of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

**3.2.4** Based on the Projects' requirements agreed upon with the Owner, the Architect shall prepare and present for Owner's approval a preliminary design illustrating the scale and relationship of Project components.

**3.2.5** Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents, including a site plan, if appropriate, and preliminary building plans, sections, and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction material shall be noted on the drawings or described in writing.

**3.2.6** The Architect shall submit to the Owner a preliminary Statement of the Probable Cost of the Work prepared in accordance with Section 6.3 and a written schedule for the performance of the Work.

**3.2.7** The Architect shall submit the Schematic Design Documents to the Owner, and request Owner's approval. If Owner incorporates any recommended changes, then Architect shall revise the Schematic Design Documents, including but not limited to the written statement of Probable Cost of the Work and written schedule for the performance of work, as necessary until Owner's governing board approves them. Architect shall attend, and present at, as many meetings of the Owner's governing board as may be necessary to obtain the board's approval of the Schematic Design Documents.

### **3.3 DESIGN DEVELOPMENT (SCOPE DEVELOPMENT) PHASE SERVICES**

**3.3.1.** Following the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's review and approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including but not limited to site and floor plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and shall outline the specifications of the entire Project as to kind and quality of materials, and other elements as may be appropriate.

**3.3.2.** The Architect shall update the Statement of Probable Cost of the Work.

**3.3.3** The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the Statement of Probable Cost of the Work, and request Owner's approval.

**3.3.4** The Architect shall provide at no expense to the Owner one complete set of preliminary plans for the review and approval of the Owner and one set for each public agency having approval authority over such plans for their review and approval at no expense to the Owner.

### **3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES**

**3.4.1** Following the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe further development of the approved Design Development Documents and shall consist of customary working drawings and specifications setting forth in detail sufficient for construction of the Work to be done and the materials, workmanship,

finishes and equipment required for the architectural, structural, mechanical, electrical system, and other requirements for the construction of the Work. The Owner and the Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including shop drawings, product data, samples, and other submittals, which the Architect shall review in accordance with Section 3.6.4.

**3.4.2** The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

**3.4.3** During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary, and other Conditions). The Architect shall also compile a project manual, which manual shall be subject to the Owner's review and approval, that includes the Conditions of the Contract for Construction and specifications that may include bidding requirements and sample forms.

**3.4.4** The Architect shall update the Statement of Probable Cost of the Work.

**3.4.5** The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the Statement of Probable Cost of the Work, take any action required under Section 6.5, and request Owner's approval.

### **3.5 AGENCY APPROVAL PHASE SERVICES**

**3.5.1** The Architect will submit the Construction Documents to DSA and local jurisdictions as may be required and make the necessary corrections to secure approval. The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for approval with CDE, OPSC, and other governmental authorities having jurisdiction over the Project.

### **3.6 BIDDING PHASE OR NEGOTIATION PHASE SERVICES**

**3.6.1** Following DSA and the Owner's written approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or proposals, as the owner shall direct; (2) confirming responsiveness of bids or proposals; (3) determining successful bid or proposal, if any; and (4) awarding and preparing contracts for construction.

**3.6.1.2** If, in the Owner's discretion, the Owner will seek total or partial State funding for this Project, then if so requested by the Owner the Architect shall, in addition to the above, publish the invitation to bid in the appropriate regional trade papers and publications devoted to Disabled Veteran Business Enterprises. If so requested by the Owner, the Architect shall also prepare and submit the appropriate documentation to the OPSC.

**3.6.1.3** If the Owner decides to seek competitive bids for construction of the Project, then Section 3.6.2 and following shall apply to Architect's services under the "Bidding Phase or Proposal Phase" of said services. However, if the Owner decides to seek proposals for construction of the Project, then Section 3.6.3 and following shall apply to Architect's services under the "Bidding Phase or Proposal Phase" of said services.

#### **3.6.2 Competitive Bidding**

**3.6.2.1** Bidding Documents consist of bidding requirements and proposed Contract Documents.

**3.6.2.2** The Architect shall assist the Owner in bidding the Project by (1) procuring the reproduction of Bidding Documents for distribution to prospective bidders; (2) distributing Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and

of the amounts of deposits, if any, received from and returned to prospective bidders; (3) organizing and conducting a pre-bid conference for prospective bidders; (4) preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and (5) organizing and conducting the opening of the bids, and subsequently documenting and distributing bid results, as directed by the Owner.

**3.6.2.3** The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

### **3.6.3 Proposals**

**3.6.3.1** Proposal Documents consist of proposal requirements and proposed Contract Documents.

**3.6.3.2** The Architect shall assist the Owner by (1) procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process; (2) organizing and participating in selection interviews with prospective contractors; and (3) participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

## **3.7 CONSTRUCTION PHASE SERVICES**

### **3.7.1 General**

**3.7.1.1** The Architect shall provide administration of the Contract between the Owner and the Contractor as forth below and in the General Conditions of the Contract for Construction. In the event of conflicts between this Agreement and the General Conditions of the Contract for Construction, this Agreement shall govern with respect to Architect's responsibilities. Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and Architect.

**3.7.1.2** All instructions to the Contractor shall be forwarded through the Architect. The Architect shall timely provide Owner with copies of all correspondence between the Architect and the Contractor. The Architect shall advise, consult with, and serve as the Owner's representative in the general administration of the Contract for Construction and in the Owner's dealings with the Contractor, however, the Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The Architect shall not be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents, unless such failure is caused by Architect's negligent acts or omissions in breach of this Agreement, the applicable standard of care, or law. The Architect shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor, or of any other persons performing portions of the Work.

**3.7.1.3** Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services shall commence on the date stated in the official Notice to Proceed and, solely for purposes of payment of the Architect, shall be deemed complete upon the Owner's written approval of the Architect's final Certificate for Payment to the Contractor, provided that such certification and payment shall not constitute an admission by Architect or Owner that the Project has been completed in accordance with the Contract Documents or in conformance with this Agreement.

### **3.7.2 Evaluations of the Work**

**3.7.2.1** The Architect shall visit the site at intervals appropriate to the stage of construction, both as the Architect deems necessary and as required by the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed will be in accordance with the Contract Documents. On the basis of the site visits, the Architect shall keep the Owner promptly informed of the progress and quality of the portion of the Work



completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, (2) defects and deficiencies observed in the Work, and (3) any default by the Contractor in the orderly and timely prosecution of the Project.

**3.7.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. The Architect shall also recommend substitution of materials or equipment when, in the Architect's reasonable judgment, such action is necessary to the accomplishment of the intent and purpose of the Contract Documents. Such actions as are described in this paragraph shall be taken with reasonable promptness. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work.

**3.7.2.3** The Architect shall also make such regular reports as shall be required by agencies having jurisdiction over the Project and keep the Owner informed in writing of the progress of the Project.

**3.7.2.4** The Architect shall provide advice to the Owner on apparent deficiencies in construction during the construction phase.

**3.7.2.5** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness. The Owner will be the final interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by the Contractor. The Owner shall not disregard the Architect's interpretation without good cause.

**3.7.2.6** Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for the results of interpretations or decisions rendered in good faith.

**3.7.2.7** The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

### **3.7.3 Certificates of Payment to Contractor**

**3.7.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certifications in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observations at the site as provided in Section 3.7.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Notice of Completion, (2) to results of subsequent tests and inspections, (3) to minor deviations from the Contract Documents correctable prior to completion, and (4) to specific qualifications expressed by the Architect.

**3.7.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work beyond the scope required by Section 3.7.2, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

### **3.7.4 Submittals**

**3.7.4.1** The Architect shall timely review and take appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the construction of the Owner or of separate contractors, while allowing sufficient time to permit adequate review.

**3.7.4.2** Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions, or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's review of a specific item shall not indicate approval of an assembly of which the item is a component.

**3.7.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon such the accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

**3.7.4.4** Subject to the provisions of Section 4.3, the Architect shall timely review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that includes the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within the time frames agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

### **3.7.5 Changes in the Work**

**3.7.5.1** The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involving an adjustment in the Contract Sum or an extension of the Contract Time.

**3.7.5.2** The Architect shall prepare change orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

### **3.7.6 Project Completion**

**3.7.6.1** The Architect shall conduct reviews to determine the date of Notice of Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties, guaranties, instruction books, diagram, chart, and related documents required by the Contract Documents and assembled by the Contractor; and shall issue a final Certificate for Payment based upon a final review indicating the Work complies with the requirements of the Contract Documents.

**3.7.6.2** The Architect's reviews shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

**3.7.6.3** When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid to the Contractor, including the amount to be retained from the Contract Sum,

if any, for final completion or correction of the Work. The Architect shall also forward to the Owner warranties, operation and maintenance manuals, record drawings and other closeout documents prepared by the Contractor.

### **3.7.7 Evaluation of Claims**

**3.7.7.1** Notwithstanding anything else in this Agreement, as a part of its Basic Services, the Architect shall assist the Owner in evaluating and responding to claims, disputes and other matters in question between the Contractor and the Owner, including but not limited to claims made against the Owner as a result of alleged or claimed wrongful acts or omissions, and shall in all instances provide such truthful testimonial assistance as may be required by the Owner.

## **ARTICLE 4 - ADDITIONAL SERVICES**

**4.1** The Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if authorized or confirmed in writing by the Owner prior to such services being rendered. Compensation for Additional Services shall be as provided in Section 11.3, in addition to compensation for Basic Services.

**4.2** Additional Services may be provided after execution of this agreement, without invalidating the Agreement, provided that such Additional Services are approved by Owner prior to such services being rendered. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Article 4 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

**4.2.1** Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide Additional Services until the Architect receives the Owner's written authorization.

### **4.3 Additional Services**

**4.3.1** Services necessitated by a material change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project, including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method.

**4.3.2** Services necessitated by concealed or unknown conditions encountered during the progress of the Work.

**4.3.3** Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws, or regulations or official interpretations subsequent to Owner's approval of the Contract Documents.

**4.3.4** Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner.

**4.3.5** Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique systems designs, in-depth material research, energy modeling, LEED or CHPS certification, or DSA HPI approved unless such alternatives were requested prior to the effective date of this Agreement.

**4.3.6** Providing financial feasibility or other special studies.

**4.3.7** Providing special surveys, environmental studies and submissions required for approval of governmental authorities having jurisdiction over the Project, other than those identified in Article 3.

**4.3.8** Providing services relative to future facilities, systems or equipment.

- 4.3.9** Providing services to investigate existing conditions or facilities or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by the Owner.
- 4.3.10** Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.
- 4.3.11** Providing planning surveys, site evaluations or comparative studies of prospective sites.
- 4.3.12** Providing services for planning tenant or rental spaces.
- 4.3.13** Providing services in connection with the work of a construction manager or separate consultants retained by the Owner, unless said manager or consultant was engaged prior to the effective date of this Agreement.
- 4.3.14** Providing detailed estimates (as defined by Section 6.3) of Construction Cost.
- 4.3.15** Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.
- 4.3.16** Providing analyses of owning and operating costs.
- 4.3.17** Providing coordination of Work performed by separate contractors or by the Owner's own forces.
- 4.3.18** Providing on-site project representation during construction beyond Basic Services.
- 4.3.19** Providing building commissioning services, including assistance in the utilization of equipment or systems, such as testing, adjustment and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.
- 4.3.20** Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.
- 4.3.21** Providing detailed quantity surveys or inventories of material, equipment and labor.
- 4.3.22** Attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is a party thereto.
- 4.3.23** Preparing Drawings, Specifications and supporting data and providing other services in connection with change orders unless such change orders are required due to errors or omissions of the Architect.
- 4.3.24** Consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing services as may be required in connection with the replacement of such Work.
- 4.3.25** Providing services made necessary by the default of the Contractor, or by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.
- 4.3.26** Providing services after Issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than sixty days after the Date of Notice of Completion of the Work.
- 4.3.27** Providing services of consultants for other than the normal architectural, civil, structural, mechanical and electrical engineering services for the Project.

**4.3.28** Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

## **ARTICLE 5 - OWNER'S RESPONSIBILITIES**

**5.1** Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints, and criteria, including space requirements and relationships, flexibility and expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, or such additional time as may be commercially reasonable under the circumstances, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

**5.2** The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and Architect shall thereafter meet and confer in an effort to modify the Project's scope and quality.

**5.2.1** The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. If the Owner selects in writing an accelerated, phased, or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

**5.3** The Owner shall identify a representative authorized to act in the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

**5.4** The Owner shall furnish surveys reasonably necessary to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal description shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wet-lands; adjacent drainage; flood plain designations; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines both public and private, above and below grade, including inverts and depths. All information on the survey shall be referenced to a Project benchmark.

**5.5** The Owner shall furnish the services of geotechnical engineers and other such consultants when such services are reasonably required by the scope of the Project and are requested by the Architect. Such services may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluations, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

**5.6** The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance appropriate to the services provided.

**5.7** The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials, which the Owner shall own.

**5.8** The Owner shall furnish all legal, insurance, and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

**5.9** The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

**5.10** The Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Architect's services and of the Work.

**5.11** The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

## **ARTICLE 6 - COST OF THE WORK**

**6.1** For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct of all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

**6.2** The Owner's budget for the Cost of the Work is provided in the Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary statement of the Probable Cost of the Work, and updated Statements of Probable Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or price proposals will not vary from the Project budget for the Cost of the Work or from any Statement of Probable Cost of the Work prepared by the Architect.

**6.3** In preparing Statements of Probable Cost of the Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the scope of the Project; and to include in the Contract Documents alternate bids to adjust the Probable Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's opinion of the Probable Cost of the Work shall be based on current area, volume, or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

**6.4** If the Bidding or Negotiation Phase has not commenced within 90 days after the Owner approves the Construction Documents, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market, if applicable.

**6.5** If at any time the Architect's opinion of the Probable Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner reasonably shall cooperate with the Architect in making such adjustments.

**6.6** If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or price proposal, the Owner shall:

- .1** give written approval of an increase in the budget for the Cost of the Work;
- .2** authorize rebidding or renegotiating of the Project within a reasonable time;

- .3 terminate in accordance the terms of this Agreement;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

**6.7** If the Owner's budget for the Cost of the Work is exceeded by the lowest bona fide bid or price proposal by more than 10%, and the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. Except for the cost of such modifications, Architect shall not be responsible for any increase in the Cost of the Work.

**6.8** If the Owner's budget for the Cost of the Work is exceeded by the lowest bona fide bid or price proposal by less than 10%, and the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with said bid or proposal, or the budget as adjusted under Section 6.6.1 and be compensated for modifications to the Construction Documents as Additional Services as provided under Section 11.3.

## **ARTICLE 7 - OWNERSHIP AND USE OF DOCUMENTS**

**7.1** Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project, except as otherwise provided in Section 7.2 below. The Architect's Instruments of Service shall be the property of the Owner as provided by Education Code Section 17316, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement.

**7.2** This Agreement creates a non-exclusive and perpetual license for Owner to copy, use, modify, reuse, or sub-license any and all copyrights, designs, and other intellectual property embodied in the Architect's Instruments of Service, including drawings, specifications, studies, estimates, and other documents, or any other works of authorship fixed in any tangible medium of expression, including, but not limited to, physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by Architect pursuant to this Agreement. This transfer of rights pertains not only to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) but as they relate or may relate to other projects, provided that any invalidity of such license in relation to such other projects shall not affect the validity of such license in relation to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project under Education Code Section 17316. This Agreement is an express transfer of rights as specified in Education Code Section 17316(b).

**7.3** Architect represents and warrants that Architect has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Architect's Instruments of Service that Architect or its consultant's prepares or causes to be prepared pursuant to this Agreement. The Architect shall indemnify and hold the Owner harmless pursuant to Section 7.2 of this Agreement for any breach of this Article 7. The Architect makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates, or other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings, that were prepared by design professionals other than Architect and provided to Architect by the Owner.

**7.4** The parties acknowledge the Architect's Instruments of Service are not represented to be appropriate for reuse without modification. Any reuse by Owner of documents prepared under this Agreement, without employing the services of Architect, shall be at Owner's own risk. In the event the Owner reuses or modifies the Architect's Instruments of Service developed by the Architect pursuant to this Contract for purposes other than that for which they are contemplated, the Owner shall indemnify, defend, and hold harmless the Architect, its employees and consultants for damages and expenses caused by the Owner's use or modification of the Architect's Instruments of

Service, and the parties agree that the provisions of this Article shall be the terms and conditions for the reuse as authorized by Education Code Section 17316(c).

**7.5** The Architect will provide the Owner with a customary set of reproducible designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Agreement, and will retain, on the Owner's behalf, the original documents or reproducible copies of all such original documents, however stored, in the Architect's files for a period of no less than fifteen (15) years. The Architect shall promptly make available to Owner any original documents it has retained pursuant to this Agreement upon reasonable request by the Owner.

## **ARTICLE 8 - CLAIMS AND DISPUTES**

### **8.1 GENERAL**

**8.1.1** The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or relating to this Agreement within the period specified by applicable law.

**8.1.2** The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, with limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Article 9.

### **8.2 MEDIATION**

**8.2.1** If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be shared equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 60 days, either party may pursue litigation to resolve the dispute.

**8.2.2** Demand for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for mediation shall be made within reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such a claim, dispute or other matter in question would be barred by California statutes of limitations.

## **ARTICLE 9 - TERMINATION OR SUSPENSION**

**9.1** The right to terminate this Agreement under this provision may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under the Agreement.

### **9.2 TERMINATION WITHOUT CAUSE**

**9.2.1** The Owner may terminate this Agreement upon not less than 7 days' written notice to the Architect for Owner's convenience and without cause. Upon the Owner's request and authorization, the Architect shall perform any and all Basic Services and Additional Services reasonably necessary to wind up the work performed to the date of termination.



### **9.3 SUSPENSION OF THE PROJECT**

**9.3.1** If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. If and when the Project is resumed, the Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**9.3.2** If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect or the Architect's consultants, the Architect may terminate this Agreement by giving not less than 7 days' written notice.

### **9.4 TERMINATION WITH CAUSE**

**9.4.1** Either party may terminate this Agreement upon not less than 7 days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

**9.4.2** Failure of the Owner to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

**9.4.3** If the Owner fails to make payments to the Architect in accordance with this Agreement, other than those payments withheld pursuant to Section 11.7.1, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give 7 days' written notice to the Owner before suspending services. Before resuming services, the Architect shall be paid all sums due prior to suspension services and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fee for the remaining services and the time schedules shall be equitably adjusted.

### **9.5 EFFECTS OF TERMINATION**

**9.5.1** In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

**9.5.2** The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7.

## **ARTICLE 10 - MISCELLANEOUS PROVISIONS**

**10.1** This Agreement shall be governed by the law of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Kings County, California.

**10.2** The Owner and the Architect, respectively, bind themselves, their partners, successors, permitted assigns and legal representatives to this Agreement. Neither the Owner nor Architect shall assign this Agreement without the written consent of the other.

**10.3** If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review within a reasonable period of time prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

**10.4** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

**10.5** Unless otherwise provided in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. Notwithstanding the foregoing, in the event the Owner or the Architect is or becomes aware of the presence of, or exposure of persons to hazardous materials or toxic substances, or the substantial risk thereof, each shall have a duty to immediately notify the other in writing.

**10.6** The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

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

**10.8** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

**10.9** Each individual executing this Agreement on behalf of the Architect hereby represents and warrants that Architect is a duly formed and existing entity qualified to do business in the state in which the Project is located and that Architect has full right and authority to execute and deliver this Agreement and that each person signing on behalf of Architect is authorized to do so.

**10.10** Owner recognizes that circumstances may occur beyond the reasonable control of either the Owner or the Architect and extensions for such delays shall be made to the schedule. Notwithstanding anything stated herein to the contrary, any time during which the Architect is delayed in the Architect's work by acts of Owner or its employees or those in a direct contractual relationship with Owner or by acts of nature or other occurrences which were not or could not have been reasonably foreseen and provided for, and which are not due to any wrongful acts or omissions, shall be added to the time for completion of any obligations of the Architect.

## **ARTICLE 11 - COMPENSATION**

### **11.1 BASIC SERVICES**

**11.1.1 Percent of Construction Cost:** For the Architect's Basic Services described in Article 3, the Owner shall compensate the Architect on the basis of a percentage of the Cost of the Work, using the OPSC Sliding Scale as follows:

|                            |    |               |
|----------------------------|----|---------------|
| 12.0% of the first         | \$ | 500,000.00    |
| 11.5% of the next          | \$ | 500,000.00    |
| 11.0% of the next          | \$ | 1,000,000.00  |
| 10.0% of the next          | \$ | 4,000,000.00  |
| 9.0% of the next           | \$ | 4,000,000.00  |
| 8.0% of costs in excess of | \$ | 10,000,000.00 |

**11.1.2 Initial Basic Services Compensation:** The calculation of the Initial Basic Services Compensation shall be based on the application of the initial Cost of the Work to the OPSC Sliding Scale as follows:

| COMPENSATION CALCULATION              |       |                 |              |
|---------------------------------------|-------|-----------------|--------------|
| Fee Basis                             | % Fee | Const. Cost     | Fee          |
| 500,000                               | 12.0% | \$ 418,000.00   | \$ 50,160.00 |
| 500,000                               | 11.5% | \$ -            | \$ -         |
| 1,000,000                             | 11.0% | \$ -            | \$ -         |
| 4,000,000                             | 10.0% | \$ -            | \$ -         |
| 4,000,000                             | 9.0%  | \$ -            | \$ -         |
| Remainder                             | 8.0%  | \$ -            | \$ -         |
| Probable Construction Cost →          |       | \$ 418,000.00   |              |
|                                       |       | Fee Sub-total → | \$ 50,160.00 |
| Initial Basic Services Compensation → |       |                 | \$ 50,160.00 |

#### 11.1.3 Adjustments to Basic Services Compensation:

- .1 At the end of the Schematic Design, Design Development, Construction Documents, and Agency Approval phases, Initial Basic Services Compensation shall be adjusted to the latest Probable Cost of Construction.
- .2 Initial Basic Services Compensation shall be adjusted after receipt of bids to the amount of the Contract Sum of the awarded construction contract, which shall be the basis for calculating compensation during the construction phase.
- .3 Basic Services Compensation shall be finally adjusted at the completion of the Project to the final Contract Sum of the construction contract, as documented in approved change orders.
- .4 Change Orders items determined to be caused by Architect error or omission shall not increase the Architect's compensation.
- .5 Change Order items which reduce the Contract Sum shall not reduce Compensation.
- .6 When any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.2.1, based on (1) the lowest bona fide bid, or (2) if no such bid or proposal is received, the most recent Statement of Probable Construction Cost for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for services performed whether or not the Construction Phase is commenced.
- .7 When additive alternate bids are provided, and the Owner decides not to accept them after bidding, the Architect shall be compensated based on 75% of 8% of the actual awarded bidders bid for such alternate bids, thereby compensating the architect for design and preparation of the alternate item.
- .8 When deductive alternate bids are provided, and the Owner decides to accept them after bidding, the Architect shall be compensated based on 75% of 8% of the actual difference between the awarded bidder's bid for such alternate bids, thereby compensating the Architect for design and preparation of the alternate item.

#### 11.2 PROGRESS PAYMENTS

##### 11.2.1 Progress payments for each phase of Basic Services shall be as follows:

|                               |     |
|-------------------------------|-----|
| Schematic Design Phase:       | 10% |
| Design Development Phase:     | 20% |
| Construction Documents Phase: | 35% |

|                                  |             |
|----------------------------------|-------------|
| Agency Approval Phase:           | 5%          |
| Bidding Phase:                   | 5%          |
| <u>Construction Phase:</u>       | <u>25%</u>  |
| <b>Total Basic Compensation:</b> | <b>100%</b> |

### 11.3 ADDITIONAL SERVICES

**11.3.1** For approved Additional Services that may arise during the course of the Project, the Owner shall compensate the Architect on the basis of a stipulated sum agreed to by the parties in advance of the services being performed, or on an hourly basis, plus compensation for reimbursable expenses.

**11.3.2** When compensation for Additional Services is on an hourly basis, compensation for Additional Services of the Architect's consultants will be computed at a rate of 1.10 times the amount billed to the Architect for such services.

**11.3.3** For Reimbursable Expenses incurred in the furnishing of Additional Services, compensation will be computed at a rate of 1.10 times the amount of expenses incurred by the Architect and the Architect's Consultants.

### 11.4 HOURLY BILLING RATES

**11.4.1** The hourly billing rates for services of the Architect are set forth below:

**Standard Hourly Billing Rates Schedule:**

|                                |           |
|--------------------------------|-----------|
| Principal Architect            | \$ 205.00 |
| Architect III                  | 165.00    |
| Architect II                   | 145.00    |
| Architect I                    | 130.00    |
| Construction Administrator III | 145.00    |
| Construction Administrator II  | 120.00    |
| Construction Administrator I   | 110.00    |
| Business Manager               | 155.00    |
| Project Manager                | 150.00    |
| Interior Designer II           | 90.00     |
| Interior Designer I            | 70.00     |
| Drafting Technician IV         | 110.00    |
| Drafting Technician III        | 100.00    |
| Drafting Technician II         | 90.00     |
| Drafting Technician I          | 70.00     |
| Administrative Asst. II        | 90.00     |
| Administrative Asst. I         | 50.00     |

The above rates are effective through December 31, 2021. Work continuing beyond December 31, 2021, shall be subject to increases in the above noted schedule based on Engineering News Record's, "Cost of Living Index Adjustment", until this agreement is modified.

### 11.5 COMPENSATION FOR REIMBURSABLE EXPENSES

**11.5.1** Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include reasonable expenses incurred by the Architect and Architect's consultants directly related to the Project, as follows:

- .1** Transportation in connection with the project shall be compensated at the yearly established rate as permitted and published by the Internal Revenue Service for compensated mileage.
- .2** Expense of out of region meals and lodging in connection with the Project.

- .3 If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates for non-exempt employees.
- .4 Expense of renderings, models and mock-ups requested by the Owner.
- .5 Expense of additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that required by Article 12.
- .6 Expense of reproductions, postage and handling of Drawings, Specifications, and other documents required for approval, bidding, and construction of the Project in the Owner's interest, excluding reproductions for the office use of the Architect and the Architect's consultants.

**11.5.2** For Reimbursable Expenses, compensation will be computed at a rate of 1.10 times the amount of expenses incurred by the Architect and the Architect's Consultants.

## **11.6 PAYMENTS TO THE ARCHITECT**

**11.6.1** For services satisfactorily performed, payment for Basic Services, Additional Services and Reimbursable Expenses shall be made on a monthly basis after receipt and approval by the Owner of the Architect's properly documented and submitted invoices. To be "properly documented and submitted," an invoice shall be timely, be accompanied by all necessary documentation, list all activities performed, and for each activity performed list the person performing it and the person's billing rate. Architect's invoice shall be submitted within ten (10) days of the end of the monthly billing period. Invoices, receipts and other documentation to establish the validity of all Reimbursable Expenses shall be a prerequisite to Owner payment of such expenses. If Owner disputes a portion of a properly submitted invoice, it shall notify Architect of the dispute and, upon Architect's request, arrange for a meeting to confer about, and potentially resolve, the dispute. Prior to this meeting, Architect shall provide all documentation requested to support disputed portions of a properly submitted invoice. Regardless of any such dispute about an invoice or payment, both parties shall continue to provide all services required by this Agreement and law until the end of the Project, even if Owner and Architect cannot resolve all such disputes. Payments of undisputed portions of a properly submitted invoice shall be made within 60 days of receipt of the invoice.

**11.6.2** Amounts unpaid 30 calendar days after the 5th of the month shall bear interest at the rate of 1-1/2%.

## **11.7 PAYMENTS WITHHELD**

**11.7.1** The Architect's compensation shall be paid notwithstanding a Contractor-caused delay in completion of the project or reduction of final construction cost by reason of penalties, liquidated damages, or other amounts withheld from the Contractor. However, Owner may withhold from payments to Architect to the extent that Basic and Additional Services remain to be performed, including but not limited to those required for project closeout and payments to Contractor. If the total amount invoiced by Architect reaches the not-to-exceed Basic Services amount before Architect's Basic Services under this Agreement are complete, Architect must complete the Basic Services without submitting additional invoices, or receiving additional payment, for Basic Services.

## **11.8 ARCHITECT'S ACCOUNTING RECORDS**

**11.8.1** Architect shall maintain complete and accurate records showing all hours worked with respect to the services rendered and the costs incurred under this Agreement, including but not limited to Reimbursable Expenses and expenses pertaining to Additional Services. In addition, the Architect shall maintain complete and accurate records with respect to any payments to employees or subcontractors. Architect shall also be responsible for Architect's consultants keeping similar records. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. Upon request, Architect shall make such records available within Fresno County to the Auditor of Owner and to its agents and representatives, for the purpose of auditing and/or copying such records for a period of 5 years from the date of final payment under this Agreement.

## ARTICLE 12 - INSURANCE PROVISIONS

**12.1 Insurance Requirements:** Architect shall maintain at its own costs and expense the following minimum insurance coverage and shall provide a certificate of insurance and any required endorsements to Owner. The certificate of insurance and required endorsements shall be provided prior to commencement of any work and prior to the expiration of each renewal of the policy. Owner may request and Architect shall, upon request, provide a true and certified copy of each policy. No payment will be issued until Owner has received acceptable insurance documentation.

**12.2** In addition to the requirements outlined below for each insurance policy, Architect agrees that it will have each insurance policy endorsed to provide:

1. The policy shall be endorsed to provide thirty (30) day notice of cancellation, except ten (10) day notice for nonpayment of premium to Owner.
2. When required, the Commercial General Liability, Automobile Liability, and Aviation Liability insurance policies shall be endorsed to include as additional insured for on-going operations, products completed operations and ownership, operation or use of automobiles and aircraft, Owner and any other person or organization which Architect is required to include as additional insured under an Agreement and their respective owners, directors, officers, employees, agents and volunteers.
3. When required, the Workers Compensation insurance policies shall be endorsed to provide a waiver of subrogation in favor of the Owner and any other person or organization to which Owner is required in a written agreement to provide a waiver of subrogation.
4. If any insurance policy includes a cross suits endorsement or an insured vs. Insured exclusion endorsement, the endorsement may not exclude a claim by an additional insured against the named insured or a claim by an additional insured against another additional insured.

**12.3 General Liability Insurance:** Without limiting Architect's indemnification, Architect shall secure and maintain in full force and effect, at its sole cost and expense during the term of this Agreement, a comprehensive general liability insurance policy with combined single limits of \$2,000,000.00 per occurrence, with a General Aggregate limit of \$4,000,000.00.

**12.3.1** The policy shall include contractual liability. The policy may not include any limitation, exclusion or coverage restriction for explosion, collapse or underground hazards. The policy shall not include an exclusion for job site safety or injury to employees of independent contractors. If the policy includes an exclusion of professional services, the exclusion shall not include job site safety as part of the definition of professional services. The certificate of insurance shall include a statement that the policy does not exclude claims alleging job site safety.

**12.3.2** Should any of the required insurance be provided under a claims-made form, Architect shall maintain coverage continuously throughout the term of this Agreement, and without lapse, for a period of at least ten (10) years beyond this Agreement expiration or the filing of a Notice of Completion (whichever is later), to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policy. Nothing herein shall in any way limit or diminish Architect's obligations to the Owner under any provision, including any duty to indemnify and defend the District.

**12.4 Worker's Compensation and Employer's Insurance:** Architect shall furnish to the Owner satisfactory proof that the Architect and all engineers, experts, consultants and employees for the period of this Agreement, is providing workers' compensation insurance with \$1,000,000.00 coverage for all persons whom they may employ in carrying out the Work contemplated under this Agreement in accordance with the Workers' Compensation Laws of the State of California. If the Architect employs any engineer, expert consultant or subcontractor which it did not intend to employ prior to commencement of services, it must furnish such proof of insurance covering said engineer, expert, consultant

or subcontractor to the Owner immediately upon their employment. Such insurance shall be maintained in full force and effect during the period covered by this Agreement including any extensions of time.

**12.5 Professional Liability Insurance:** Architect shall furnish to the Owner satisfactory proof that the Architect has Professional Liability Insurance (errors and omissions) with limits of \$1,000,000.00 per claim/\$2,000,000.00 annual aggregate. This insurance shall be maintained in force during the entire period of time the Architect renders service to the Owner under this Agreement. Each of the Architect's professional sub-contractors shall comply with this Section, and Architect shall include such provisions in its contracts with them.

**12.6 Commercial Automobile Liability:** Commercial Automobile Liability Insurance including coverage for all owned, non-owned and hired automobiles. The limit of liability shall not be less than \$2,000,000 each accident. The policy shall include contractual liability.

**12.7 Aviation Liability:** To the extent drones are used, Architect will carry liability insuring bodily injury and property damage arising out of the use of owned and non-owned unmanned aircraft.

## **ARTICLE 13 - SPECIAL PROVISIONS**

### **13.1 INDEMNIFICATION**

**13.1.1** The Architect agrees, to the extent permitted by law, to hold harmless and indemnify but not defend the Owner, its Governing Board, each member of the Board, and their officers and employees harmless from any liability for damages to the extent actually caused by the Architect's negligent acts, errors, omissions, or recklessness, or willful misconduct in the performance of professional services arising out of this Agreement and those of his or her officers, employees, consultants or sub-consultants or anyone for whom the Architect is legally responsible (collectively, the "Architect's Parties"). The Architect is not obligated to indemnify the Owner and employees or any other third party in any manner whatsoever for their own negligence.

**13.1.2** This indemnification specifically includes any claims that may be made against Owner or against Architect by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement. The Architect specifically agrees to hold harmless and indemnify the Owner for any and all claims arising out of any injury, disability, or death of the Architect's employees or agents to the extent that the above are caused by the negligent acts, errors, or omissions of the Architect. This indemnification obligation shall continue beyond the term of this Agreement as to any negligent acts or omissions occurring under this Agreement or any extension of this Agreement, subject to the applicable statute of limitations.

### **13.2 FINGERPRINTING**

**13.2.1** Pursuant to California Education Code Section 45125.1, before any agents or employees of Architect may enter school grounds where they may have any contact with pupils, Architect shall submit fingerprints of its agents and employees in a manner authorized by the California Department of Justice, together with a fee determined by the Department of Justice. Architect shall not permit any of its agents or employees to come in contact with pupils of the Owner until the Department of Justice has ascertained that the Architect's agents or employees have not been convicted of a felony as defined in Education Code Section 45122.1.

**13.2.2** Architect shall provide Owner with a written list of the names of its agents or employees who may come in contact with pupils before commencement of work. Architect shall certify, in a form provided by Owner, under penalty of perjury, that it has complied with the requirements of Education Code Section 45125.1, and that none of its agents or employees who may come in contact with pupils have been convicted of a felony as defined in Education Code Section 45122.1, based upon the information Architect has received from the Department of Justice.

**13.2.3** If Architect believes that its agents or employees will have only limited contact with pupils and should therefore be exempted from these requirements, Architect must contact the Owner with its request for exemption within 15

days prior to the commencement of work. The request for exemption must specify the grounds for such proposed exemption, considering the totality of circumstances, including but not limited to the length of time Architect will be on school grounds, whether pupils will be in proximity to the site where the Architect's employees are working, and whether the Architect's employees will be working by themselves or with others. Whether to grant or deny the exemption is within the sole discretion of the Owner's governing board.

### **13.3 ASSURANCES OF NON-DISCRIMINATION**

**13.3.1** Architect expressly agrees that it will not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

### **13.4 INDEPENDENT CONTRACTOR STATUS**

**13.4.1** This Agreement is entered into by both parties with the express understanding that Architect will perform all services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute the Architect or any of its agents, employees or officers as an agent, employee or officer of Owner. Architect agrees to advise everyone it assigns or hires to perform any duty under this Agreement that they are not employees of Owner. Subject to any performance criteria contained in this Agreement, Architect shall be solely responsible for determining the means and methods of performing the specified services and Owner, except to the extent stated otherwise in this Agreement, shall have no right to control or exercise any supervision over Architect as to how the services will be performed. As Architect is not Owner's employee, Architect is responsible for paying all required state and federal taxes. In particular, Owner will not (1) withhold FICA (Social Security) from Architect payments, (2) make state or federal unemployment insurance contributions on Architect's behalf, (3) withhold state or federal income tax from payments to Architect, (4) make disability insurance contributions on behalf of Architect, (5) obtain unemployment compensation insurance on behalf of Architect. Notwithstanding this independent contractor relationship, Owner shall have the right to monitor and evaluate the performance of Architect to assure compliance with this Agreement.

### **13.5 MANUFACTURER'S PRODUCT DATA**

**13.5.1** To the extent the Architect collects product manufacturer materials disclosing product contents; the Owner acknowledges that it is not relying on the Architect for any analysis of material composition or the human or environmental health impacts of specific material selections. Any assessments or evaluations of this kind should be conducted by a toxicologist or other trained professionals retained by the Owner.

### **13.6 NOTICE**

**13.6.1** All notices, certificates, or other communications hereunder shall be deemed given when personally delivered or mailed by certified mail, postage prepaid, to the parties at the address set forth below:

**Owner:** Hanford Elementary School District  
Attn: Joy Gabler  
714 North White Street  
Hanford, CA 93232

**Architect:** Mangini Associates, Inc.  
Attn: Gilbert Bareng  
4320 W. Mineral King Avenue  
Visalia, California 93291



**ARTICLE 14 - SCOPE OF THE AGREEMENT**

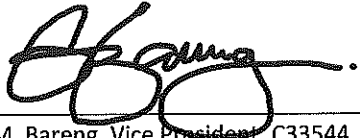
**14.1** This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the terms set and agreed upon as of the day and year first written above.

**OWNER**  
**HANFORD ELEMENTARY SCHOOL DISTRICT**

**ARCHITECT**  
**MANGINI ASSOCIATES INC.**

By: \_\_\_\_\_  
Joy Gabler, Superintendent

By:  \_\_\_\_\_  
Gilbert M. Bareng, Vice President, C33544

## HANFORD ELEMENTARY SCHOOL DISTRICT

**Agenda Request Form**

TO: Joy C. Gabler  
FROM: Bill Potter  
DATE: May 3, 2021  
FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet  
FOR: ☐ Information  
☒ Action

Date you wish to have your item considered: May 26, 2021

**ITEM:**

Consider approval of Architectural Services Agreement with Mangini Associates, Inc. for the Modernization at Lee Richmond Elementary School Phase 2.

**PURPOSE:**

Mangini Associates, Inc. to provide the District with architectural services for the Modernization at Lee Richmond Elementary School Phase 2.

**FISCAL IMPACT:**

Estimated cost of \$55,000

**RECOMMENDATION:**

Approve Architectural Services Agreement with Mangini Associates, Inc. for the Modernization at Lee Richmond Elementary School Phase 2.



**MANGINI**

ARCHITECTURE  
INGENUITY

McLAIN BARENG MORRELLI SCOTT

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

**www.mangini.us**  
(559) 627-0530 *Office*  
(559) 627-1926 *Fax*

Architect's Project No.: 2115

**AGREEMENT BETWEEN  
OWNER AND ARCHITECT FOR**

**MODERNIZATION AT  
LEE RICHMOND ELEMENTARY SCHOOL  
PHASE 2**

**AGREEMENT** made as of March 30, 2021,

**BETWEEN** the Owner (hereafter referred to as Owner):

**HANFORD ELEMENTARY SCHOOL DISTRICT**  
714 North White Street  
Hanford, CA 93232

and the **Architect** (hereafter referred to as Architect):

**MANGINI ASSOCIATES INC.**  
4320 W. Mineral King Avenue  
Visalia, CA 93291

For the following **Project**:

**MODERNIZATION AT LEE RICHMOND ELEMENTARY SCHOOL- PHASE 2**  
939 Katie Hammond Lane  
Hanford, CA 93232

The Owner and the Architect agree as follows:

## **ARTICLE 1 - INITIAL INFORMATION**

**1.1** This Agreement is based on the Initial Information set forth in this Article 1.

### **1.2 THE OWNER'S PROGRAM (EDUCATIONAL SPECIFICATION) FOR THE PROJECT**

**1.2.1** The Architect will assist the Owner in developing the project scope of work as part of Basic Services.

### **1.3 THE PROJECT'S PHYSICAL CHARACTERISTICS**

**1.3.1** A modernization of building 225 at Lee Richmond Elementary School in Hanford, California.

### **1.4 FINANCIAL INFORMATION**

**1.4.1** The Owner's budget for the Project is \$471,000 based on the Architect's preliminary Project Budget Summary dated 3/30/2021.

**1.4.2** The initial Cost of the Work for the Project as defined in Section 6.1 is based on \$360,000.

**1.4.3** The Owner will fund the Project.

### **1.5 SCHEDULE INFORMATION**

**1.5.1** The Owner intends to use the Project when completed.

### **1.6 PROCUREMENT INFORMATION**

**1.6.1** The Owner intends to procure the project by contracting with a single general contract based on a single lump sum open bid.

### **1.7 OTHER PROJECT INFORMATION**

**1.7.4** The Owner and the Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services, and the Architect's compensation.

## **ARTICLE 2 - ARCHITECT'S RESPONSIBILITIES**

**2.1** The Architect shall provide the professional services as set forth in this Agreement.

**2.2** In providing services under this agreement, the Architect shall exercise that degree of professional skill and care ordinarily used by other reputable architects, practicing in the same or similar locality and under similar circumstances. Nothing in this agreement shall be interpreted to require Architect to meet any higher standard or have any obligation in excess of what is required by said standard and this paragraph shall control over any such contrary provision.

### **2.3 COMPLIANCE WITH LAW**

**2.3.1** The Architect shall use due professional care to provide services in accordance with applicable Federal, State, and local laws, regulations and directives.

**2.3.2** With respect to Architect's employees, Architect shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.

**2.3.3** The Architect shall be properly licensed as an architect under the laws of the State of California during the term of this Agreement and shall be qualified to provide the services required by the Owner pursuant to this Agreement.

### **ARTICLE 3 - SCOPE OF ARCHITECT'S BASIC SERVICES**

#### **3.1 BASIC SERVICES**

**3.1.1** The Architect's Basic Services consist of those described in Article 3, and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in Article 3 are Additional Services.

**3.1.2** The Architect represents that the Architect's drawings and specifications shall comply with the California Building Code and shall be submitted to the Division of the State Architect (DSA) and the California Department of Education (CDE) as required. The Architect shall assist the Owner and its consultants to apply for funding for the Project from OPSC and the Architect shall be responsible for all submittals required of the Architect by the DSA, OPSC and CDE in connection therewith.

**3.1.3** The Architect shall mutually coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information. Upon the Owner's reasonable request, the Architect and the Architect's consultants shall cooperate with the Owner and the Owner's consultants in verifying that the Architect's plans, specifications, studies, drawings, estimates or other documents relating to the Project are constructible and otherwise comply with the Construction Documents. The Architect has no duty to discover errors, omissions or inconsistencies in the services provided by the Owner, the Owner's consultants or others.

**3.1.4** The Architect shall not be liable for claims resulting from an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made without the Architect's approval.

**3.1.5** The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

**3.1.6** The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for approval of governmental authorities having jurisdiction over the Project. The Architect shall be responsible for any design submittals which are required by said governmental authorities in connection with the Owner's filing of such documents.

#### **3.2 SCHEMATIC DESIGN (DATA GATHERING) PHASE SERVICES**

**3.2.1** The Architect shall review the program and all other information furnished by the Owner to ascertain the requirements of the Project, and shall review the laws, codes, and regulations applicable to the Architect's services and shall arrive at a mutual understanding of such requirements with the Owner.

**3.2.2** The Architect shall prepare a preliminary evaluation of the Owner's program, schedule and budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall promptly notify the Owner in

writing of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

**3.2.3** The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project that may reduce the cost of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

**3.2.4** Based on the Projects' requirements agreed upon with the Owner, the Architect shall prepare and present for Owner's approval a preliminary design illustrating the scale and relationship of Project components.

**3.2.5** Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents, including a site plan, if appropriate, and preliminary building plans, sections, and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction material shall be noted on the drawings or described in writing.

**3.2.6** The Architect shall submit to the Owner a preliminary Statement of the Probable Cost of the Work prepared in accordance with Section 6.3 and a written schedule for the performance of the Work.

**3.2.7** The Architect shall submit the Schematic Design Documents to the Owner, and request Owner's approval. If Owner incorporates any recommended changes, then Architect shall revise the Schematic Design Documents, including but not limited to the written statement of Probable Cost of the Work and written schedule for the performance of work, as necessary until Owner's governing board approves them. Architect shall attend, and present at, as many meetings of the Owner's governing board as may be necessary to obtain the board's approval of the Schematic Design Documents.

### **3.3 DESIGN DEVELOPMENT (SCOPE DEVELOPMENT) PHASE SERVICES**

**3.3.1.** Following the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's review and approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including but not limited to site and floor plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and shall outline the specifications of the entire Project as to kind and quality of materials, and other elements as may be appropriate.

**3.3.2.** The Architect shall update the Statement of Probable Cost of the Work.

**3.3.3** The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the Statement of Probable Cost of the Work, and request Owner's approval.

**3.3.4** The Architect shall provide at no expense to the Owner one complete set of preliminary plans for the review and approval of the Owner and one set for each public agency having approval authority over such plans for their review and approval at no expense to the Owner.

### **3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES**

**3.4.1** Following the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe further development of the approved Design Development Documents and shall consist of customary working drawings and specifications setting forth in detail sufficient for construction of the Work to be done and the materials, workmanship,

finishes and equipment required for the architectural, structural, mechanical, electrical system, and other requirements for the construction of the Work. The Owner and the Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including shop drawings, product data, samples, and other submittals, which the Architect shall review in accordance with Section 3.6.4.

**3.4.2** The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

**3.4.3** During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary, and other Conditions). The Architect shall also compile a project manual, which manual shall be subject to the Owner's review and approval, that includes the Conditions of the Contract for Construction and specifications that may include bidding requirements and sample forms.

**3.4.4** The Architect shall update the Statement of Probable Cost of the Work.

**3.4.5** The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the Statement of Probable Cost of the Work, take any action required under Section 6.5, and request Owner's approval.

### **3.5 AGENCY APPROVAL PHASE SERVICES**

**3.5.1** The Architect will submit the Construction Documents to DSA and local jurisdictions as may be required and make the necessary corrections to secure approval. The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for approval with CDE, OPSC, and other governmental authorities having jurisdiction over the Project.

### **3.6 BIDDING PHASE OR NEGOTIATION PHASE SERVICES**

**3.6.1** Following DSA and the Owner's written approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or proposals, as the owner shall direct; (2) confirming responsiveness of bids or proposals; (3) determining successful bid or proposal, if any; and (4) awarding and preparing contracts for construction.

**3.6.1.2** If, in the Owner's discretion, the Owner will seek total or partial State funding for this Project, then if so requested by the Owner the Architect shall, in addition to the above, publish the invitation to bid in the appropriate regional trade papers and publications devoted to Disabled Veteran Business Enterprises. If so requested by the Owner, the Architect shall also prepare and submit the appropriate documentation to the OPSC.

**3.6.1.3** If the Owner decides to seek competitive bids for construction of the Project, then Section 3.6.2 and following shall apply to Architect's services under the "Bidding Phase or Proposal Phase" of said services. However, if the Owner decides to seek proposals for construction of the Project, then Section 3.6.3 and following shall apply to Architect's services under the "Bidding Phase or Proposal Phase" of said services.

#### **3.6.2 Competitive Bidding**

**3.6.2.1** Bidding Documents consist of bidding requirements and proposed Contract Documents.

**3.6.2.2** The Architect shall assist the Owner in bidding the Project by (1) procuring the reproduction of Bidding Documents for distribution to prospective bidders; (2) distributing Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and

of the amounts of deposits, if any, received from and returned to prospective bidders; (3) organizing and conducting a pre-bid conference for prospective bidders; (4) preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and (5) organizing and conducting the opening of the bids, and subsequently documenting and distributing bid results, as directed by the Owner.

**3.6.2.3** The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

### **3.6.3 Proposals**

**3.6.3.1** Proposal Documents consist of proposal requirements and proposed Contract Documents.

**3.6.3.2** The Architect shall assist the Owner by (1) procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process; (2) organizing and participating in selection interviews with prospective contractors; and (3) participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

## **3.7 CONSTRUCTION PHASE SERVICES**

### **3.7.1 General**

**3.7.1.1** The Architect shall provide administration of the Contract between the Owner and the Contractor as forth below and in the General Conditions of the Contract for Construction. In the event of conflicts between this Agreement and the General Conditions of the Contract for Construction, this Agreement shall govern with respect to Architect's responsibilities. Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and Architect.

**3.7.1.2** All instructions to the Contractor shall be forwarded through the Architect. The Architect shall timely provide Owner with copies of all correspondence between the Architect and the Contractor. The Architect shall advise, consult with, and serve as the Owner's representative in the general administration of the Contract for Construction and in the Owner's dealings with the Contractor, however, the Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The Architect shall not be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents, unless such failure is caused by Architect's negligent acts or omissions in breach of this Agreement, the applicable standard of care, or law. The Architect shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor, or of any other persons performing portions of the Work.

**3.7.1.3** Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services shall commence on the date stated in the official Notice to Proceed and, solely for purposes of payment of the Architect, shall be deemed complete upon the Owner's written approval of the Architect's final Certificate for Payment to the Contractor, provided that such certification and payment shall not constitute an admission by Architect or Owner that the Project has been completed in accordance with the Contract Documents or in conformance with this Agreement.

### **3.7.2 Evaluations of the Work**

**3.7.2.1** The Architect shall visit the site at intervals appropriate to the stage of construction, both as the Architect deems necessary and as required by the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed will be in accordance with the Contract Documents. On the basis of the site visits, the Architect shall keep the Owner promptly informed of the progress and quality of the portion of the Work



completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, (2) defects and deficiencies observed in the Work, and (3) any default by the Contractor in the orderly and timely prosecution of the Project.

**3.7.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. The Architect shall also recommend substitution of materials or equipment when, in the Architect's reasonable judgment, such action is necessary to the accomplishment of the intent and purpose of the Contract Documents. Such actions as are described in this paragraph shall be taken with reasonable promptness. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work.

**3.7.2.3** The Architect shall also make such regular reports as shall be required by agencies having jurisdiction over the Project and keep the Owner informed in writing of the progress of the Project.

**3.7.2.4** The Architect shall provide advice to the Owner on apparent deficiencies in construction during the construction phase.

**3.7.2.5** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness. The Owner will be the final interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by the Contractor. The Owner shall not disregard the Architect's interpretation without good cause.

**3.7.2.6** Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for the results of interpretations or decisions rendered in good faith.

**3.7.2.7** The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

### **3.7.3 Certificates of Payment to Contractor**

**3.7.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certifications in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observations at the site as provided in Section 3.7.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Notice of Completion, (2) to results of subsequent tests and inspections, (3) to minor deviations from the Contract Documents correctable prior to completion, and (4) to specific qualifications expressed by the Architect.

**3.7.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work beyond the scope required by Section 3.7.2, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

### **3.7.4 Submittals**

**3.7.4.1** The Architect shall timely review and take appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the construction of the Owner or of separate contractors, while allowing sufficient time to permit adequate review.

**3.7.4.2** Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions, or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's review of a specific item shall not indicate approval of an assembly of which the item is a component.

**3.7.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon such the accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

**3.7.4.4** Subject to the provisions of Section 4.3, the Architect shall timely review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that includes the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within the time frames agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

### **3.7.5 Changes in the Work**

**3.7.5.1** The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involving an adjustment in the Contract Sum or an extension of the Contract Time.

**3.7.5.2** The Architect shall prepare change orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

### **3.7.6 Project Completion**

**3.7.6.1** The Architect shall conduct reviews to determine the date of Notice of Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties, guaranties, instruction books, diagram, chart, and related documents required by the Contract Documents and assembled by the Contractor; and shall issue a final Certificate for Payment based upon a final review indicating the Work complies with the requirements of the Contract Documents.

**3.7.6.2** The Architect's reviews shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

**3.7.6.3** When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid to the Contractor, including the amount to be retained from the Contract Sum,

if any, for final completion or correction of the Work. The Architect shall also forward to the Owner warranties, operation and maintenance manuals, record drawings and other closeout documents prepared by the Contractor.

### **3.7.7 Evaluation of Claims**

**3.7.7.1** Notwithstanding anything else in this Agreement, as a part of its Basic Services, the Architect shall assist the Owner in evaluating and responding to claims, disputes and other matters in question between the Contractor and the Owner, including but not limited to claims made against the Owner as a result of alleged or claimed wrongful acts or omissions, and shall in all instances provide such truthful testimonial assistance as may be required by the Owner.

## **ARTICLE 4 - ADDITIONAL SERVICES**

**4.1** The Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if authorized or confirmed in writing by the Owner prior to such services being rendered. Compensation for Additional Services shall be as provided in Section 11.3, in addition to compensation for Basic Services.

**4.2** Additional Services may be provided after execution of this agreement, without invalidating the Agreement, provided that such Additional Services are approved by Owner prior to such services being rendered. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Article 4 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

**4.2.1** Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide Additional Services until the Architect receives the Owner's written authorization.

### **4.3 Additional Services**

**4.3.1** Services necessitated by a material change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project, including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method.

**4.3.2** Services necessitated by concealed or unknown conditions encountered during the progress of the Work.

**4.3.3** Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws, or regulations or official interpretations subsequent to Owner's approval of the Contract Documents.

**4.3.4** Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner.

**4.3.5** Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique systems designs, in-depth material research, energy modeling, LEED or CHPS certification, or DSA HPI approved unless such alternatives were requested prior to the effective date of this Agreement.

**4.3.6** Providing financial feasibility or other special studies.

**4.3.7** Providing special surveys, environmental studies and submissions required for approval of governmental authorities having jurisdiction over the Project, other than those identified in Article 3.

**4.3.8** Providing services relative to future facilities, systems or equipment.

- 4.3.9** Providing services to investigate existing conditions or facilities or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by the Owner.
- 4.3.10** Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.
- 4.3.11** Providing planning surveys, site evaluations or comparative studies of prospective sites.
- 4.3.12** Providing services for planning tenant or rental spaces.
- 4.3.13** Providing services in connection with the work of a construction manager or separate consultants retained by the Owner, unless said manager or consultant was engaged prior to the effective date of this Agreement.
- 4.3.14** Providing detailed estimates (as defined by Section 6.3) of Construction Cost.
- 4.3.15** Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.
- 4.3.16** Providing analyses of owning and operating costs.
- 4.3.17** Providing coordination of Work performed by separate contractors or by the Owner's own forces.
- 4.3.18** Providing on-site project representation during construction beyond Basic Services.
- 4.3.19** Providing building commissioning services, including assistance in the utilization of equipment or systems, such as testing, adjustment and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.
- 4.3.20** Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.
- 4.3.21** Providing detailed quantity surveys or inventories of material, equipment and labor.
- 4.3.22** Attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is a party thereto.
- 4.3.23** Preparing Drawings, Specifications and supporting data and providing other services in connection with change orders unless such change orders are required due to errors or omissions of the Architect.
- 4.3.24** Consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing services as may be required in connection with the replacement of such Work.
- 4.3.25** Providing services made necessary by the default of the Contractor, or by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.
- 4.3.26** Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than sixty days after the Date of Notice of Completion of the Work.
- 4.3.27** Providing services of consultants for other than the normal architectural, civil, structural, mechanical and electrical engineering services for the Project.

**4.3.28** Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

## **ARTICLE 5 - OWNER'S RESPONSIBILITIES**

**5.1** Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints, and criteria, including space requirements and relationships, flexibility and expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, or such additional time as may be commercially reasonable under the circumstances, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

**5.2** The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and Architect shall thereafter meet and confer in an effort to modify the Project's scope and quality.

**5.2.1** The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. If the Owner selects in writing an accelerated, phased, or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

**5.3** The Owner shall identify a representative authorized to act in the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

**5.4** The Owner shall furnish surveys reasonably necessary to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal description shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wet-lands; adjacent drainage; flood plain designations; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines both public and private, above and below grade, including inverts and depths. All information on the survey shall be referenced to a Project benchmark.

**5.5** The Owner shall furnish the services of geotechnical engineers and other such consultants when such services are reasonably required by the scope of the Project and are requested by the Architect. Such services may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluations, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

**5.6** The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance appropriate to the services provided.

**5.7** The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials, which the Owner shall own.

**5.8** The Owner shall furnish all legal, insurance, and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

**5.9** The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

**5.10** The Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Architect's services and of the Work.

**5.11** The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

## **ARTICLE 6 - COST OF THE WORK**

**6.1** For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct of all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

**6.2** The Owner's budget for the Cost of the Work is provided in the Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary statement of the Probable Cost of the Work, and updated Statements of Probable Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or price proposals will not vary from the Project budget for the Cost of the Work or from any Statement of Probable Cost of the Work prepared by the Architect.

**6.3** In preparing Statements of Probable Cost of the Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the scope of the Project; and to include in the Contract Documents alternate bids to adjust the Probable Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's opinion of the Probable Cost of the Work shall be based on current area, volume, or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

**6.4** If the Bidding or Negotiation Phase has not commenced within 90 days after the Owner approves the Construction Documents, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market, if applicable.

**6.5** If at any time the Architect's opinion of the Probable Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner reasonably shall cooperate with the Architect in making such adjustments.

**6.6** If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or price proposal, the Owner shall:

- .1** give written approval of an increase in the budget for the Cost of the Work;
- .2** authorize rebidding or renegotiating of the Project within a reasonable time;

- .3 terminate in accordance the terms of this Agreement;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

**6.7** If the Owner's budget for the Cost of the Work is exceeded by the lowest bona fide bid or price proposal by more than 10%, and the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. Except for the cost of such modifications, Architect shall not be responsible for any increase in the Cost of the Work.

**6.8** If the Owner's budget for the Cost of the Work is exceeded by the lowest bona fide bid or price proposal by less than 10%, and the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with said bid or proposal, or the budget as adjusted under Section 6.6.1 and be compensated for modifications to the Construction Documents as Additional Services as provided under Section 11.3.

## **ARTICLE 7 - OWNERSHIP AND USE OF DOCUMENTS**

**7.1** Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project, except as otherwise provided in Section 7.2 below. The Architect's Instruments of Service shall be the property of the Owner as provided by Education Code Section 17316, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement.

**7.2** This Agreement creates a non-exclusive and perpetual license for Owner to copy, use, modify, reuse, or sub-license any and all copyrights, designs, and other intellectual property embodied in the Architect's Instruments of Service, including drawings, specifications, studies, estimates, and other documents, or any other works of authorship fixed in any tangible medium of expression, including, but not limited to, physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by Architect pursuant to this Agreement. This transfer of rights pertains not only to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) but as they relate or may relate to other projects, provided that any invalidity of such license in relation to such other projects shall not affect the validity of such license in relation to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project under Education Code Section 17316. This Agreement is an express transfer of rights as specified in Education Code Section 17316(b).

**7.3** Architect represents and warrants that Architect has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Architect's Instruments of Service that Architect or its consultant's prepares or causes to be prepared pursuant to this Agreement. The Architect shall indemnify and hold the Owner harmless pursuant to Section 7.2 of this Agreement for any breach of this Article 7. The Architect makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates, or other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings, that were prepared by design professionals other than Architect and provided to Architect by the Owner.

**7.4** The parties acknowledge the Architect's Instruments of Service are not represented to be appropriate for re-use without modification. Any reuse by Owner of documents prepared under this Agreement, without employing the services of Architect, shall be at Owner's own risk. In the event the Owner reuses or modifies the Architect's Instruments of Service developed by the Architect pursuant to this Contract for purposes other than that for which they are contemplated, the Owner shall indemnify, defend, and hold harmless the Architect, its employees and consultants for damages and expenses caused by the Owner's use or modification of the Architect's Instruments of

Service, and the parties agree that the provisions of this Article shall be the terms and conditions for the reuse as authorized by Education Code Section 17316(c).

**7.5** The Architect will provide the Owner with a customary set of reproducible designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Agreement, and will retain, on the Owner's behalf, the original documents or reproducible copies of all such original documents, however stored, in the Architect's files for a period of no less than fifteen (15) years. The Architect shall promptly make available to Owner any original documents it has retained pursuant to this Agreement upon reasonable request by the Owner.

## **ARTICLE 8 - CLAIMS AND DISPUTES**

### **8.1 GENERAL**

**8.1.1** The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or relating to this Agreement within the period specified by applicable law.

**8.1.2** The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, with limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Article 9.

### **8.2 MEDIATION**

**8.2.1** If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be shared equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 60 days, either party may pursue litigation to resolve the dispute.

**8.2.2** Demand for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for mediation shall be made within reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such a claim, dispute or other matter in question would be barred by California statutes of limitations.

## **ARTICLE 9 - TERMINATION OR SUSPENSION**

**9.1** The right to terminate this Agreement under this provision may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under the Agreement.

### **9.2 TERMINATION WITHOUT CAUSE**

**9.2.1** The Owner may terminate this Agreement upon not less than 7 days' written notice to the Architect for Owner's convenience and without cause. Upon the Owner's request and authorization, the Architect shall perform any and all Basic Services and Additional Services reasonably necessary to wind up the work performed to the date of termination.



### **9.3 SUSPENSION OF THE PROJECT**

**9.3.1** If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. If and when the Project is resumed, the Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**9.3.2** If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect or the Architect's consultants, the Architect may terminate this Agreement by giving not less than 7 days' written notice.

### **9.4 TERMINATION WITH CAUSE**

**9.4.1** Either party may terminate this Agreement upon not less than 7 days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

**9.4.2** Failure of the Owner to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

**9.4.3** If the Owner fails to make payments to the Architect in accordance with this Agreement, other than those payments withheld pursuant to Section 11.7.1, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give 7 days' written notice to the Owner before suspending services. Before resuming services, the Architect shall be paid all sums due prior to suspension services and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fee for the remaining services and the time schedules shall be equitably adjusted.

### **9.5 EFFECTS OF TERMINATION**

**9.5.1** In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

**9.5.2** The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7.

## **ARTICLE 10 - MISCELLANEOUS PROVISIONS**

**10.1** This Agreement shall be governed by the law of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Kings County, California.

**10.2** The Owner and the Architect, respectively, bind themselves, their partners, successors, permitted assigns and legal representatives to this Agreement. Neither the Owner nor Architect shall assign this Agreement without the written consent of the other.

**10.3** If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review within a reasonable period of time prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

**10.4** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

**10.5** Unless otherwise provided in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. Notwithstanding the foregoing, in the event the Owner or the Architect is or becomes aware of the presence of, or exposure of persons to hazardous materials or toxic substances, or the substantial risk thereof, each shall have a duty to immediately notify the other in writing.

**10.6** The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

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

**10.8** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

**10.9** Each individual executing this Agreement on behalf of the Architect hereby represents and warrants that Architect is a duly formed and existing entity qualified to do business in the state in which the Project is located and that Architect has full right and authority to execute and deliver this Agreement and that each person signing on behalf of Architect is authorized to do so.

**10.10** Owner recognizes that circumstances may occur beyond the reasonable control of either the Owner or the Architect and extensions for such delays shall be made to the schedule. Notwithstanding anything stated herein to the contrary, any time during which the Architect is delayed in the Architect's work by acts of Owner or its employees or those in a direct contractual relationship with Owner or by acts of nature or other occurrences which were not or could not have been reasonably foreseen and provided for, and which are not due to any wrongful acts or omissions, shall be added to the time for completion of any obligations of the Architect.

## **ARTICLE 11 - COMPENSATION**

### **11.1 BASIC SERVICES**

**11.1.1 Percent of Construction Cost:** For the Architect's Basic Services described in Article 3, the Owner shall compensate the Architect on the basis of a percentage of the Cost of the Work, using the OPSC Sliding Scale as follows:

|                            |                  |
|----------------------------|------------------|
| 12.0% of the first         | \$ 500,000.00    |
| 11.5% of the next          | \$ 500,000.00    |
| 11.0% of the next          | \$ 1,000,000.00  |
| 10.0% of the next          | \$ 4,000,000.00  |
| 9.0% of the next           | \$ 4,000,000.00  |
| 8.0% of costs in excess of | \$ 10,000,000.00 |

**11.1.2 Initial Basic Services Compensation:** The calculation of the Initial Basic Services Compensation shall be based on the application of the initial Cost of the Work to the OPSC Sliding Scale as follows:

| COMPENSATION CALCULATION              |       |                 |              |
|---------------------------------------|-------|-----------------|--------------|
| Fee Basis                             | % Fee | Const. Cost     | Fee          |
| 500,000                               | 12.0% | \$ 360,000.00   | \$ 43,200.00 |
| 500,000                               | 11.5% | \$ -            | \$ -         |
| 1,000,000                             | 11.0% | \$ -            | \$ -         |
| 4,000,000                             | 10.0% | \$ -            | \$ -         |
| 4,000,000                             | 9.0%  | \$ -            | \$ -         |
| Remainder                             | 8.0%  | \$ -            | \$ -         |
| Probable Construction Cost →          |       | \$ 360,000.00   |              |
|                                       |       | Fee Sub-total → | \$ 43,200.00 |
|                                       |       |                 |              |
| Initial Basic Services Compensation → |       |                 | \$ 43,200.00 |

### 11.1.3 Adjustments to Basic Services Compensation:

- .1 At the end of the Schematic Design, Design Development, Construction Documents, and Agency Approval phases, Initial Basic Services Compensation shall be adjusted to the latest Probable Cost of Construction.
- .2 Initial Basic Services Compensation shall be adjusted after receipt of bids to the amount of the Contract Sum of the awarded construction contract, which shall be the basis for calculating compensation during the construction phase.
- .3 Basic Services Compensation shall be finally adjusted at the completion of the Project to the final Contract Sum of the construction contract, as documented in approved change orders.
- .4 Change Orders items determined to be caused by Architect error or omission shall not increase the Architect's compensation.
- .5 Change Order items which reduce the Contract Sum shall not reduce Compensation.
- .6 When any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.2.1, based on (1) the lowest bona fide bid, or (2) if no such bid or proposal is received, the most recent Statement of Probable Construction Cost for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for services performed whether or not the Construction Phase is commenced.
- .7 When additive alternate bids are provided, and the Owner decides not to accept them after bidding, the Architect shall be compensated based on 75% of 8% of the actual awarded bidders bid for such alternate bids, thereby compensating the architect for design and preparation of the alternate item.
- .8 When deductive alternate bids are provided, and the Owner decides to accept them after bidding, the Architect shall be compensated based on 75% of 8% of the actual difference between the awarded bidder's bid for such alternate bids, thereby compensating the Architect for design and preparation of the alternate item.

## 11.2 PROGRESS PAYMENTS

### 11.2.1 Progress payments for each phase of Basic Services shall be as follows:

|                               |     |
|-------------------------------|-----|
| Schematic Design Phase:       | 10% |
| Design Development Phase:     | 20% |
| Construction Documents Phase: | 35% |

|                                  |             |
|----------------------------------|-------------|
| Agency Approval Phase:           | 5%          |
| Bidding Phase:                   | 5%          |
| Construction Phase:              | 25%         |
| <b>Total Basic Compensation:</b> | <b>100%</b> |

### 11.3 ADDITIONAL SERVICES

**11.3.1** For approved Additional Services that may arise during the course of the Project, the Owner shall compensate the Architect on the basis of a stipulated sum agreed to by the parties in advance of the services being performed, or on an hourly basis, plus compensation for reimbursable expenses.

**11.3.2** When compensation for Additional Services is on an hourly basis, compensation for Additional Services of the Architect's consultants will be computed at a rate of 1.10 times the amount billed to the Architect for such services.

**11.3.3** For Reimbursable Expenses incurred in the furnishing of Additional Services, compensation will be computed at a rate of 1.10 times the amount of expenses incurred by the Architect and the Architect's Consultants.

### 11.4 HOURLY BILLING RATES

**11.4.1** The hourly billing rates for services of the Architect are set forth below:

**Standard Hourly Billing Rates Schedule:**

|                                |           |
|--------------------------------|-----------|
| Principal Architect            | \$ 205.00 |
| Architect III                  | 165.00    |
| Architect II                   | 145.00    |
| Architect I                    | 130.00    |
| Construction Administrator III | 145.00    |
| Construction Administrator II  | 120.00    |
| Construction Administrator I   | 110.00    |
| Business Manager               | 155.00    |
| Project Manager                | 150.00    |
| Interior Designer II           | 90.00     |
| Interior Designer I            | 70.00     |
| Drafting Technician IV         | 110.00    |
| Drafting Technician III        | 100.00    |
| Drafting Technician II         | 90.00     |
| Drafting Technician I          | 70.00     |
| Administrative Asst. II        | 90.00     |
| Administrative Asst. I         | 50.00     |
| Expert Witness                 | 350.00    |

The above rates are effective through December 31, 2021. Work continuing beyond December 31, 2021, shall be subject to increases in the above noted schedule based on Engineering News Record's, "Cost of Living Index Adjustment", until this agreement is modified.

### 11.5 COMPENSATION FOR REIMBURSABLE EXPENSES

**11.5.1** Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include reasonable expenses incurred by the Architect and Architect's consultants directly related to the Project, as follows:

- .1** Transportation in connection with the project shall be compensated at the yearly established rate as permitted and published by the Internal Revenue Service for compensated mileage.

- .2 Expense of out of region meals and lodging in connection with the Project.
- .3 If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates for non-exempt employees.
- .4 Expense of renderings, models and mock-ups requested by the Owner.
- .5 Expense of additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that required by Article 12.
- .6 Expense of reproductions, postage and handling of Drawings, Specifications, and other documents required for approval, bidding, and construction of the Project in the Owner's interest, excluding reproductions for the office use of the Architect and the Architect's consultants.

**11.5.2** For Reimbursable Expenses, compensation will be computed at a rate of 1.10 times the amount of expenses incurred by the Architect and the Architect's Consultants.

#### **11.6 PAYMENTS TO THE ARCHITECT**

**11.6.1** For services satisfactorily performed, payment for Basic Services, Additional Services and Reimbursable Expenses shall be made on a monthly basis after receipt and approval by the Owner of the Architect's properly documented and submitted invoices. To be "properly documented and submitted," an invoice shall be timely, be accompanied by all necessary documentation, list all activities performed, and for each activity performed list the person performing it and the person's billing rate. Architect's invoice shall be submitted within ten (10) days of the end of the monthly billing period. Invoices, receipts and other documentation to establish the validity of all Reimbursable Expenses shall be a prerequisite to Owner payment of such expenses. If Owner disputes a portion of a properly submitted invoice, it shall notify Architect of the dispute and, upon Architect's request, arrange for a meeting to confer about, and potentially resolve, the dispute. Prior to this meeting, Architect shall provide all documentation requested to support disputed portions of a properly submitted invoice. Regardless of any such dispute about an invoice or payment, both parties shall continue to provide all services required by this Agreement and law until the end of the Project, even if Owner and Architect cannot resolve all such disputes. Payments of undisputed portions of a properly submitted invoice shall be made within 60 days of receipt of the invoice.

**11.6.2** Amounts unpaid 30 calendar days after the 5th of the month shall bear interest at the rate of 1-1/2%.

#### **11.7 PAYMENTS WITHHELD**

**11.7.1** The Architect's compensation shall be paid notwithstanding a Contractor-caused delay in completion of the project or reduction of final construction cost by reason of penalties, liquidated damages, or other amounts withheld from the Contractor. However, Owner may withhold from payments to Architect to the extent that Basic and Additional Services remain to be performed, including but not limited to those required for project closeout and payments to Contractor. If the total amount invoiced by Architect reaches the not-to-exceed Basic Services amount before Architect's Basic Services under this Agreement are complete, Architect must complete the Basic Services without submitting additional invoices, or receiving additional payment, for Basic Services.

#### **11.8 ARCHITECT'S ACCOUNTING RECORDS**

**11.8.1** Architect shall maintain complete and accurate records showing all hours worked with respect to the services rendered and the costs incurred under this Agreement, including but not limited to Reimbursable Expenses and expenses pertaining to Additional Services. In addition, the Architect shall maintain complete and accurate records with respect to any payments to employees or subcontractors. Architect shall also be responsible for Architect's consultants keeping similar records. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. Upon request, Architect shall make such records available within Fresno County to the Auditor of Owner and to its agents and representatives, for the purpose of auditing and/or copying such records for a period of 5 years from the date of final payment under this Agreement.

## ARTICLE 12 - INSURANCE PROVISIONS

**12.1 Insurance Requirements:** Architect shall maintain at its own costs and expense the following minimum insurance coverage and shall provide a certificate of insurance and any required endorsements to Owner. The certificate of insurance and required endorsements shall be provided prior to commencement of any work and prior to the expiration of each renewal of the policy. Owner may request and Architect shall, upon request, provide a true and certified copy of each policy. No payment will be issued until Owner has received acceptable insurance documentation.

**12.2** In addition to the requirements outlined below for each insurance policy, Architect agrees that it will have each insurance policy endorsed to provide:

1. The policy shall be endorsed to provide thirty (30) day notice of cancellation, except ten (10) day notice for nonpayment of premium to Owner.
2. When required, the Commercial General Liability, Automobile Liability, and Aviation Liability insurance policies shall be endorsed to include as additional insured for on-going operations, products completed operations and ownership, operation or use of automobiles and aircraft, Owner and any other person or organization which Architect is required to include as additional insured under an Agreement and their respective owners, directors, officers, employees, agents and volunteers.
3. When required, the Workers Compensation insurance policies shall be endorsed to provide a waiver of subrogation in favor of the Owner and any other person or organization to which Owner is required in a written agreement to provide a waiver of subrogation.
4. If any insurance policy includes a cross suits endorsement or an insured vs. insured exclusion endorsement, the endorsement may not exclude a claim by an additional insured against the named insured or a claim by an additional insured against another additional insured.

**12.3 General Liability Insurance:** Without limiting Architect's indemnification, Architect shall secure and maintain in full force and effect, at its sole cost and expense during the term of this Agreement, a comprehensive general liability insurance policy with combined single limits of \$2,000,000.00 per occurrence, with a General Aggregate limit of \$4,000,000.00.

**12.3.1** The policy shall include contractual liability. The policy may not include any limitation, exclusion or coverage restriction for explosion, collapse or underground hazards. The policy shall not include an exclusion for job site safety or injury to employees of independent contractors. If the policy includes an exclusion of professional services, the exclusion shall not include job site safety as part of the definition of professional services. The certificate of insurance shall include a statement that the policy does not exclude claims alleging job site safety.

**12.3.2** Should any of the required insurance be provided under a claims-made form, Architect shall maintain coverage continuously throughout the term of this Agreement, and without lapse, for a period of at least ten (10) years beyond this Agreement expiration or the filing of a Notice of Completion (whichever is later), to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policy. Nothing herein shall in any way limit or diminish Architect's obligations to the Owner under any provision, including any duty to indemnify and defend the District.

**12.4 Worker's Compensation and Employer's Insurance:** Architect shall furnish to the Owner satisfactory proof that the Architect and all engineers, experts, consultants and employees for the period of this Agreement, is providing workers' compensation insurance with \$1,000,000.00 coverage for all persons whom they may employ in carrying out the Work contemplated under this Agreement in accordance with the Workers' Compensation Laws of the State of California. If the Architect employs any engineer, expert consultant or subcontractor which it did not intend to employ prior to commencement of services, it must furnish such proof of insurance covering said engineer, expert, consultant

or subcontractor to the Owner immediately upon their employment. Such insurance shall be maintained in full force and effect during the period covered by this Agreement including any extensions of time.

**12.5 Professional Liability Insurance:** Architect shall furnish to the Owner satisfactory proof that the Architect has Professional Liability Insurance (errors and omissions) with limits of \$1,000,000.00 per claim/\$2,000,000.00 annual aggregate. This insurance shall be maintained in force during the entire period of time the Architect renders service to the Owner under this Agreement. Each of the Architect's professional sub-contractors shall comply with this Section, and Architect shall include such provisions in its contracts with them.

**12.6 Commercial Automobile Liability:** Commercial Automobile Liability Insurance including coverage for all owned, non-owned and hired automobiles. The limit of liability shall not be less than \$2,000,000 each accident. The policy shall include contractual liability.

**12.7 Aviation Liability:** To the extent drones are used, Architect will carry liability insuring bodily injury and property damage arising out of the use of owned and non-owned unmanned aircraft.

## **ARTICLE 13 - SPECIAL PROVISIONS**

### **13.1 INDEMNIFICATION**

**13.1.1** The Architect agrees, to the extent permitted by law, to hold harmless and indemnify but not defend the Owner, its Governing Board, each member of the Board, and their officers and employees harmless from any liability for damages to the extent actually caused by the Architect's negligent acts, errors, omissions, or recklessness, or willful misconduct in the performance of professional services arising out of this Agreement and those of his or her officers, employees, consultants or sub-consultants or anyone for whom the Architect is legally responsible (collectively, the "Architect's Parties"). The Architect is not obligated to indemnify the Owner and employees or any other third party in any manner whatsoever for their own negligence.

**13.1.2** This indemnification specifically includes any claims that may be made against Owner or against Architect by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement. The Architect specifically agrees to hold harmless and indemnify the Owner for any and all claims arising out of any injury, disability, or death of the Architect's employees or agents to the extent that the above are caused by the negligent acts, errors, or omissions of the Architect. This indemnification obligation shall continue beyond the term of this Agreement as to any negligent acts or omissions occurring under this Agreement or any extension of this Agreement, subject to the applicable statute of limitations.

### **13.2 FINGERPRINTING**

**13.2.1** Pursuant to California Education Code Section 45125.1, before any agents or employees of Architect may enter school grounds where they may have any contact with pupils, Architect shall submit fingerprints of its agents and employees in a manner authorized by the California Department of Justice, together with a fee determined by the Department of Justice. Architect shall not permit any of its agents or employees to come in contact with pupils of the Owner until the Department of Justice has ascertained that the Architect's agents or employees have not been convicted of a felony as defined in Education Code Section 45122.1.

**13.2.2** Architect shall provide Owner with a written list of the names of its agents or employees who may come in contact with pupils before commencement of work. Architect shall certify, in a form provided by Owner, under penalty of perjury, that it has complied with the requirements of Education Code Section 45125.1, and that none of its agents or employees who may come in contact with pupils have been convicted of a felony as defined in Education Code Section 45122.1, based upon the information Architect has received from the Department of Justice.

**13.2.3** If Architect believes that its agents or employees will have only limited contact with pupils and should therefore be exempted from these requirements, Architect must contact the Owner with its request for exemption within 15

days prior to the commencement of work. The request for exemption must specify the grounds for such proposed exemption, considering the totality of circumstances, including but not limited to the length of time Architect will be on school grounds, whether pupils will be in proximity to the site where the Architect's employees are working, and whether the Architect's employees will be working by themselves or with others. Whether to grant or deny the exemption is within the sole discretion of the Owner's governing board.

### **13.3 ASSURANCES OF NON-DISCRIMINATION**

**13.3.1** Architect expressly agrees that it will not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

### **13.4 INDEPENDENT CONTRACTOR STATUS**

**13.4.1** This Agreement is entered into by both parties with the express understanding that Architect will perform all services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute the Architect or any of its agents, employees or officers as an agent, employee or officer of Owner. Architect agrees to advise everyone it assigns or hires to perform any duty under this Agreement that they are not employees of Owner. Subject to any performance criteria contained in this Agreement, Architect shall be solely responsible for determining the means and methods of performing the specified services and Owner, except to the extent stated otherwise in this Agreement, shall have no right to control or exercise any supervision over Architect as to how the services will be performed. As Architect is not Owner's employee, Architect is responsible for paying all required state and federal taxes. In particular, Owner will not (1) withhold FICA (Social Security) from Architect payments, (2) make state or federal unemployment insurance contributions on Architect's behalf, (3) withhold state or federal income tax from payments to Architect, (4) make disability insurance contributions on behalf of Architect, (5) obtain unemployment compensation insurance on behalf of Architect. Notwithstanding this independent contractor relationship, Owner shall have the right to monitor and evaluate the performance of Architect to assure compliance with this Agreement.

### **13.5 MANUFACTURER'S PRODUCT DATA**

**13.5.1** To the extent the Architect collects product manufacturer materials disclosing product contents; the Owner acknowledges that it is not relying on the Architect for any analysis of material composition or the human or environmental health impacts of specific material selections. Any assessments or evaluations of this kind should be conducted by a toxicologist or other trained professionals retained by the Owner.

### **13.6 NOTICE**

**13.6.1** All notices, certificates, or other communications hereunder shall be deemed given when personally delivered or mailed by certified mail, postage prepaid, to the parties at the address set forth below:

|                   |  |
|-------------------|--|
| <b>Owner:</b>     | Hanford Elementary School District<br>Attn: Joy Gabler<br>714 North White Street<br>Hanford, CA 93232        |
| <b>Architect:</b> | Mangini Associates, Inc.<br>Attn: Gilbert Bareng<br>4320 W. Mineral King Avenue<br>Visalia, California 93291 |



## ARTICLE 14 - SCOPE OF THE AGREEMENT

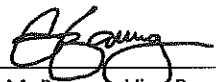
**14.1** This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the terms set and agreed upon as of the day and year first written above.

**OWNER**  
**HANFORD ELEMENTARY SCHOOL DISTRICT**

**ARCHITECT**  
**MANGINI ASSOCIATES INC.**

By: \_\_\_\_\_  
Joy Gabler, Superintendent

By:  \_\_\_\_\_  
Gilbert M. Bareng, Vice President, C33544

## HANFORD ELEMENTARY SCHOOL DISTRICT

**Agenda Request Form**

**TO:** Joy C. Gabler

**FROM:** Bill Potter

**DATE:** May 14, 2021

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

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

Date you wish to have your item considered: May 26, 2021

**ITEM**

Consider approval for construction inspection and testing services agreement with RMA Geoscience for the Solar Projects at Monroe, Simas, & MLK.

**PURPOSE**

Services to be performed includes construction inspection and testing services for pier observations, concrete placement and sampling, structural steel welding and high strength bolting, in accordance with DSA project requirements.

**FISCAL IMPACT**

The estimated fee for this agreement is \$12,500.00

**RECOMMENDATION**

Approve construction inspection and testing services agreement with RMA Geoscience for the Solar Project



Proposal No: 21G-0262-P

May 12, 2021

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

Attention: Bill Potter

Subject: Proposal to Provide Construction Inspection and Testing Services  
HESD - Monroe ES - Solar Canopy  
300 Monroe Drive  
Hanford, CA

Dear Bill Potter,

In response to your request, we propose to provide construction inspection and testing services for the HESD – Monroe Elementary School - Solar Canopy project.

### **PROJECT UNDERSTANDING**

We understand that the project will consist of constructing one (1) solar canopy. Based on our review of plans provided we understand that construction inspection and testing services will be required during fabrication, drilled piers and concrete placement.

### **SCOPE OF WORK**

Our proposed scope of work will consist of performing visual welding, bolting, visual review of drilled piers after completion and prior to placement of concrete, and concrete sampling.

### **Time and Materials**

This scope of services will consist of providing on call as needed services on an hourly and / or test rate basis in accordance with the attached schedule of fees.



## TERMS

We propose to perform the previously described services on an hourly or test rate basis in accordance with the attached fee schedule. Our estimate is based on information given to RMA GeoScience district and the following assumed construction durations. Our estimate of charges for the proposed services is as follows:

| Construction Activity | Estimated Costs   |
|-----------------------|-------------------|
| Time and Materials    | \$3,500.00        |
| <b>TOTAL</b>          | <b>\$3,500.00</b> |

Our estimate may vary due to circumstances that may develop during the work or due to extended construction duration. A review of the approved DSA plans and DSA 103 form should be done when available to ensure no changes were made to the set used for the purpose of this proposal.

Invoices for our services will be rendered at the completion of the work and upon completion of the report. Invoices are due and payable upon presentation. Should the duration of the job exceed one-month, monthly invoices will be presented for services performed.

## PROFESSIONAL INSURANCE

We maintain the following insurance coverage. Certificates of insurance will be provided upon request. However, our professional liability insurance carrier (errors and omissions) will not name any additional insured.

|                        |                      |
|------------------------|----------------------|
| General liability      | \$1,000,000.00 limit |
| Professional Liability | \$1,000,000.00 limit |
| Workmen's Compensation | \$1,000,000.00 limit |

## CLOSURE

RMA GeoScience does not guarantee the performance of the contractor(s) by performing these services. RMA GeoScience's performance of these services shall not relieve the contractor(s) of his obligation to perform the work in conformity with the drawings and specifications and in a workmanlike manner; shall not make RMA GeoScience an insurer of the contractor's performance; and shall not impose on RMA GeoScience any obligation to see that the work is performed in a safe manner.

Thank you for the opportunity to submit this proposal. We look forward to working with you on this project and can begin our work upon receipt of your notice to proceed and receipt of a signed copy of this proposal authorizing us to perform these professional services. If you have any questions regarding this proposal, please contact the undersigned Project Manager.

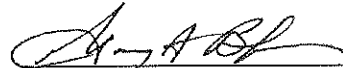


Authorized By:

Submitted By:

**RMA GeoScience**

\_\_\_\_\_  
(Signature)

  
\_\_\_\_\_  
Gary Blomgren  
Regional Manager

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**ESTIMATE WORKSHEET****Time and Materials**

| Item             | Quantity | Unit | Unit Price | Total             |
|------------------|----------|------|------------|-------------------|
| T&M              | 1        | EA   | \$3,000.00 | \$3,000.00        |
| <b>Subtotal:</b> |          |      |            | <b>\$3,000.00</b> |



## Schedule of Fees and General Terms

### Personnel Charges - Professional Staff

| Product Name                           | Units | Rate (\$) |
|--|-------|-----------|
| Project Engineer - Laboratory          | HR    | \$165.00  |
| Administrative                         | HR    | \$60.00   |
| Principal Engineer - Job Conference    | HR    | \$175.00  |
| Principal Engineer - Office            | HR    | \$175.00  |
| Principal Engineer - Field             | HR    | \$175.00  |
| Principal Engineer - Consultation      | HR    | \$175.00  |
| Principal Engineer - Expert Witness    | HR    | \$175.00  |
| Principal Engineer - Court Appearance  | HR    | \$175.00  |
| Project Engineer - Office              | HR    | \$165.00  |
| Project Engineer - Field               | HR    | \$165.00  |
| Project Engineer - Consultation        | HR    | \$165.00  |
| Project Engineer - Job Conference      | HR    | \$165.00  |
| Staff Engineer - Office                | HR    | \$135.00  |
| Staff Engineer - Field                 | HR    | \$135.00  |
| Drafting                               | HR    | \$85.00   |
| Project Manager - Office               | HR    | \$155.00  |
| Project Manager - Field                | HR    | \$155.00  |
| Project Manager - Job Conference       | HR    | \$155.00  |
| Principal Geologist - Office           | HR    | \$175.00  |
| Principal Geologist - Field            | HR    | \$175.00  |
| Principal Geologist - Consultation     | HR    | \$175.00  |
| Principal Geologist - Job Conference   | HR    | \$175.00  |
| Principal Geologist - Expert Witness   | HR    | \$175.00  |
| Principal Geologist - Court Appearance | HR    | \$175.00  |
| Project Geologist - Office             | HR    | \$165.00  |
| Staff Geologist - Office               | HR    | \$135.00  |
| Project Geologist - Field              | HR    | \$165.00  |
| Project Geologist - Consultation       | HR    | \$165.00  |
| Project Geologist - Job Conference     | HR    | \$165.00  |
| Staff Geologist - Field                | HR    | \$135.00  |

### Personnel Charges - Field Staff

| Product Name                             | Units | Rate (\$) |
|--|-------|-----------|
| Soils Engineering Technician             | HR    | \$99.00   |
| Soils Technician Compaction Testing      | HR    | \$99.00   |
| Soils Technician Rough Grading           | HR    | \$99.00   |
| Soils Technician Retesting               | HR    | \$99.00   |
| Public Works Inspector                   | HR    | \$107.00  |
| Public Works Technician                  | HR    | \$105.00  |
| Public Works Inspector - Asphalt Paving  | HR    | \$107.00  |
| Public Works Inspector - Asphalt Plant   | HR    | \$107.00  |
| Public Works Inspector - Concrete Paving | HR    | \$107.00  |
| Public Works Inspector - Concrete Plant  | HR    | \$107.00  |
| Public Works Technician - Asphalt        | HR    | \$105.00  |
| Public Works Technician - Concrete       | HR    | \$105.00  |
| Laboratory Technician - Field Lab        | HR    | \$85.00   |
| Building Inspector                       | HR    | \$110.00  |
| Special Inspector (ICC)                  | HR    | \$101.00  |
| Mechanical   Electrical Inspector        | HR    | \$110.00  |
| Special Inspector Reinforced Concrete    | HR    | \$101.00  |

Hanford Elementary School District  
HESD - Monore Elementary School - Solar Canopy  
Hanford, CA

RMA Proposal No.21G-0262-P

May 12, 2021

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## Schedule of Fees and General Terms

|  |    |          |
|--|----|----------|
| Special Inspector Prestressed Concrete   | HR | \$101.00 |
| Special Inspector Concrete Batch Plant   | HR | \$101.00 |
| ACI Concrete Technician                  | HR | \$99.00  |
| Pick-up and Delivery of Test Specimens   | HR | \$65.00  |
| ID Reinforcing or Structural Steel       | HR | \$101.00 |
| Special Inspector Fire Proofing          | HR | \$101.00 |
| Special Inspector Post Installed Anchors | HR | \$101.00 |
| Special Inspector Roofing/Waterproofing  | HR | \$101.00 |
| Special Inspector Masonry                | HR | \$101.00 |
| Special Inspector Masonry (DSA)          | HR | \$110.00 |
| Special Inspector Shotcrete              | HR | \$101.00 |
| Special Inspector Post Tensioned Conc.   | HR | \$101.00 |
| Special Inspector Fire Stopping          | HR | \$101.00 |
| AWS Certified Welding Inspector- Field   | HR | \$101.00 |
| AWS Certified Welding Inspector- Shop    | HR | \$98.00  |
| Special Inspector Structural Steel       | HR | \$101.00 |
| Special Inspector High Strength Bolting  | HR | \$101.00 |
| Special Inspector Wood Construction      | HR | \$100.00 |
| Non-Destructive Testing ASNT Level II    | HR | \$105.00 |
| Special Inspector Coatings (NACE)        | HR | \$105.00 |
| Special Inspector Fiber Wrap             | HR | \$101.00 |
| Pull   Torque Testing Technician         | HR | \$99.00  |
| Project Inspector (IOR)                  | HR | \$110.00 |
| Asphalt Coring Technician                | HR | \$98.00  |
| Concrete Coring Technician               | HR | \$98.00  |
| Field Supervisor                         | HR | \$110.00 |
| Field Supervisor                         | HR | \$110.00 |
| Quality Control Manager                  | HR | \$135.00 |
| Field Supervisor                         | HR | \$110.00 |
| Mix Design Review                        | HR | \$330.00 |

### Laboratory Tests - Steel

| Product Name                             | Units | Rate (\$) |
|--|-------|-----------|
| ASTM E605 Spray Applied Fireproofing Den | EA    | \$95.00   |
| ASTM A370 Rebar Tension up to #8         | EA    | \$40.00   |
| ASTM A370 Rebar Tension #9 to #11        | EA    | \$50.00   |
| ASTM A370 Rebar Tension #14              | EA    | \$80.00   |
| ASTM A370 Rebar Tension #18              | EA    | \$120.00  |
| ASTM A370 Bend Test Rebar #9 to #11      | EA    | \$40.00   |
| ASTM A370 Bend Test Rebar up to #8       | EA    | \$30.00   |
| ASTM A370 Bend Test Rebar #14            | EA    | \$80.00   |
| ASTM A370 Bend Test Rebar # 18           | EA    | \$120.00  |
| ASTM A370 Headed Bar Prod. Lot up to #8  | LOT   | \$200.00  |
| ASTM A370 Headed Bar Prod. Lot #9 to #11 | LOT   | \$250.00  |
| ASTM A370 Headed Bar Prod. Lot #14       | LOT   | \$380.00  |
| ASTM A370 Headed Bar Prod. Lot #18       | LOT   | \$500.00  |
| ASTM A416 Stress-Strain Analysis         | EA    | \$175.00  |
| ASTM A416 Tensile Test Only              | EA    | \$125.00  |
| ASTM A370 Tensile Up to 100K lbs (Each)  | EA    | \$50.00   |
| ASTM A370 Tensile Up to 200K lbs (Each)  | EA    | \$55.00   |
| ASTM A370 Tensile Up to 300K lbs (Each)  | EA    | \$65.00   |
| ASTM A370 Tensile Up to 400K lbs (Each)  | EA    | \$110.00  |

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## Schedule of Fees and General Terms

|  |    |          |
|--|----|----------|
| ASTM A370 Tensile Stress-Strain Percent  | EA | \$150.00 |
| ASTM A370 Tensile 400K - 500K lbs (Each) | EA | \$300.00 |
| AWS Weld: Macroetch                      | EA | \$75.00  |
| AWS Weld: Fracture                       | EA | \$50.00  |
| AWS Bend Test                            | EA | \$50.00  |
| ASTM A370 Rockwell Hardness (Each)       | EA | \$75.00  |
| Steel Chemical Analysis                  | EA | \$150.00 |
| ASTM F606 Bolt Axial Tensile to 7/8"     | EA | \$40.00  |
| ASTM F606 Bolt Wedge Tensile to 7/8"     | EA | \$55.00  |
| ASTM F606 Bolt: Axial 7/8" - 1 1/2"      | EA | \$60.00  |
| ASTM F606 Bolt Wedge Tens 7/8" to 1 1/2" | EA | \$75.00  |
| ASTM F606 Bolt: Proof Load up to 7/8"    | EA | \$65.00  |
| ASTM F606 Bolt: Proof Load up to 1 1/2"  | EA | \$85.00  |
| ASTM F606 Nut: Proof Load up to 7/8"     | EA | \$45.00  |
| ASTM F606 Nut: Proof Load up to 1 1/2"   | EA | \$65.00  |

### Laboratory Tests - Soil

| Product Name                             | Units | Rate (\$) |
|--|-------|-----------|
| ASTM D4318 Plasticity Index of Soils     | EA    | \$250.00  |
| ASTM D1883 California Bearing Ratio      | EA    | \$450.00  |
| ASTM D2435 Consolidation                 | EA    | \$200.00  |
| ASTM D2435 Consolidation with Time Rate  | EA    | \$250.00  |
| ASTM D3080 Direct Shear, Consol&Drained  | EA    | \$325.00  |
| ASTM D4829 Expansion Index of Soils      | EA    | \$175.00  |
| ASTM D5333 Hydro Collapse Potential      | EA    | \$175.00  |
| ASTM D2166 Unconfined Comp Strength      | EA    | \$250.00  |
| ASTM D2050 Tri-Axial Shear Strength      | EA    | \$350.00  |
| ASTM D2937 In-Place Density, Drive Cyl   | EA    | \$45.00   |
| ASTM D2216 Soil Moisture Content by Mass | EA    | \$25.00   |
| ASTM D698 Maximum Density Std Effort     | EA    | \$210.00  |
| ASTM D1557 Max Density Optimum Moisture  | EA    | \$210.00  |
| ASTM D2974 Moisture, Ash, Organic Matter | EA    | \$75.00   |
| ASTM D4972 pH of Soils                   | EA    | \$80.00   |
| ASTM D2844 R-Value & Expansive Pressures | EA    | \$325.00  |
| ASTM D2419 Sand Equivalent               | EA    | \$120.00  |
| ASTM D2434 Const Head Permeability Test  | EA    | \$350.00  |
| ASTM D422 Sieve Analysis of Soil         | EA    | \$250.00  |
| ASTM D1140 Materials Finer than #200     | EA    | \$100.00  |
| ASTM D422 Hydrometer Analysis            | EA    | \$175.00  |
| ASTM D854 Specific Gravity of Soils      | EA    | \$195.00  |
| ASTM D4546 Swell Potential               | EA    | \$175.00  |
| ASTM D4943 Shrinkage Factor by Resin     | EA    | \$190.00  |
| ASTM D559 Soil Cement Sample Preparation | EA    | \$100.00  |
| ASTM D1633 Compression Test Soil Cement  | EA    | \$75.00   |
| ASTM D558 Soil-Cement Maximum Density    | EA    | \$275.00  |
| AASHTO T100 Specific Gravity of Soils    | EA    | \$200.00  |

### Laboratory Tests - Masonry

| Product Name                          | Units | Rate (\$) |
|---------------------------------------|-------|-----------|
| ASTM C140 Block Compressive Strength  | SET   | \$65.00   |
| ASTM C140 Block Moisture & Absorption | SET   | \$75.00   |
| ASTM C426 Block Linear Shrinkage      | SET   | \$275.00  |

Hanford Elementary School District  
HESD - Monore Elementary School - Solar Canopy  
Hanford, CA

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## Schedule of Fees and General Terms

|  |     |          |
|--|-----|----------|
| ASTM C140 Block Unit Wt & Dimensions     | SET | \$195.00 |
| ASTM C90 Masonry Block Conformance       | SET | \$550.00 |
| ASTM C67 Brick Compressive Strength      | SET | \$85.00  |
| ASTM C67 Brick Moisture & Absorption     | SET | \$75.00  |
| ASTM C67 Brick 5 Hour Boil               | EA  | \$95.00  |
| ASTM C67 Brick Modulus of Rupture        | EA  | \$95.00  |
| ASTM C780 Mortar Cylinder Compression    | EA  | \$30.00  |
| ASTM C1019 Grout Prism Compression       | EA  | \$30.00  |
| ASTM C1314 Masonry Core Comp Str 8" Max  | EA  | \$65.00  |
| ASTM C1314 Masonry Core Shear Str 8" Max | EA  | \$75.00  |
| ASTM E519 Assemblage Comp Str 8" Block   | EA  | \$85.00  |
| ASTM E519 Assemblage Comp Str 12" Block  | EA  | \$100.00 |
| ASTM E519 Assemblage Comp Str 16" Block  | EA  | \$125.00 |
| ASTM C109 Compressive Strength 2" Cube   | EA  | \$30.00  |

### Laboratory Tests - Concrete

| Product Name                             | Units | Rate (\$) |
|--|-------|-----------|
| ASTM C39 Concrete Cyl Cured or Tested    | EA    | \$25.00   |
| ASTM C42 Compressive Strength, Core      | EA    | \$65.00   |
| ASTM C39 Cyl Tested out of Sequence      | EA    | \$35.00   |
| ASTM C495 Lightweight Concrete Strength  | EA    | \$45.00   |
| ASTM C78 Flexural Strength, Beam         | EA    | \$85.00   |
| ASTM C1140 Shotcrete Panel Test          | SET   | \$250.00  |
| ASTM C138 Unit Weight of Concrete        | EA    | \$55.00   |
| ASTM C157 Concrete Shrinkage (Set of 3)  | SET   | \$450.00  |
| ASTM C649 Concrete Modulus of Elasticity | EA    | \$150.00  |
| ASTM C496 Splitting Tensile Test         | EA    | \$90.00   |
| ASTM C495 Density - Lightweight Concrete | EA    | \$175.00  |
| AASHTO T336 Coefficient of Thermal Exp   | EA    | \$500.00  |

### Laboratory Tests - Caltrans

| Product Name                             | Units | Rate (\$) |
|--|-------|-----------|
| CT202 Sieve Analysis, Combined Agg       | EA    | \$180.00  |
| CT202 Sieve Analysis, Fine Agg           | EA    | \$150.00  |
| CT202 Sieve Analysis, Coarse Agg         | EA    | \$135.00  |
| CT235 Flat and Elongated Particles       | EA    | \$285.00  |
| CT205 Percentage Crushed Particles       | EA    | \$150.00  |
| CT207 Specific Gravity, Fine Aggregate   | EA    | \$165.00  |
| CT206 Specific Gravity, Coarse Aggregate | EA    | \$125.00  |
| CT208 Apparent Specific Gravity of Fines | EA    | \$200.00  |
| CT229 Durability Index                   | EA    | \$300.00  |
| CT234 Angularity & Voids, Fine Agg       | EA    | \$195.00  |
| CT211 Abrasion, Los Angeles Rattler      | EA    | \$250.00  |
| CT227 Cleanness Value                    | EA    | \$285.00  |
| CT213 Organic Impurities in Sand         | EA    | \$95.00   |
| CT214 Soundness by Sodium Sulfate        | EA    | \$375.00  |
| CT226 Moisture Content by Oven Drying    | EA    | \$25.00   |
| CT217 Sand Equivalent                    | EA    | \$120.00  |
| CT308(A) Core Density Paraffin Coated    | EA    | \$50.00   |
| CT308(C) Core Density SSD                | EA    | \$45.00   |
| CT303 Approximate Bitumen Ratio          | EA    | \$250.00  |
| CT304/308(A) LTMD Kneading Compactor     | EA    | \$325.00  |

Hanford Elementary School District  
HESD - Monore Elementary School - Solar Canopy  
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## Schedule of Fees and General Terms

|   |     |            |
|---|-----|------------|
| CT305 Swell of Bituminous Mixtures        | EA  | \$350.00   |
| CT366 Stabilometer Value                  | EA  | \$265.00   |
| CT308(A)/366 Stability and Density        | EA  | \$325.00   |
| CT308(C)/366 Stability and Density        | EA  | \$325.00   |
| CT309 Maximum Theoretical Density         | EA  | \$200.00   |
| CT370 Moisture Content by Microwave       | EA  | \$75.00    |
| CT379 Asphalt Content Nuclear Gauge       | EA  | \$200.00   |
| CT382 Ignition Oven Correction Factor     | EA  | \$300.00   |
| CT382 Asphalt Content by Ignition         | EA  | \$185.00   |
| CT371 Tensile Strength Ratio              | EA  | \$1,100.00 |
| CT302 Film Stripping                      | EA  | \$250.00   |
| CT521 Concrete Cyl Compressive Strength   | EA  | \$25.00    |
| CT523 Concrete Flexural Strength, Beam    | EA  | \$85.00    |
| CT531 Length of Drilled Concrete Cores    | EA  | \$45.00    |
| CT550 Surface Abrasion of Concrete        | EA  | \$400.00   |
| CT534 Water Retention, Liq Curing Cmpnd   | EA  | \$425.00   |
| CT521 Compressive Strength LCB            | EA  | \$25.00    |
| CT524 RSC Flexural Strength, Beam         | EA  | \$85.00    |
| CT515 Relative Mortar Strength, PCC Sand  | EA  | \$600.00   |
| CT670 Tensile Strength up to #8           | EA  | \$50.00    |
| CT670 Tensile Strength #8 - #11           | EA  | \$75.00    |
| CT670 Tensile Strength #14                | EA  | \$100.00   |
| CT670 Tensile Strength #18                | EA  | \$150.00   |
| CT 52-1-08C Slip Test                     | EA  | \$150.00   |
| CT670 Operator Qualification up to #8     | LOT | \$350.00   |
| CT670 Operator Qualification #9 - #11     | LOT | \$400.00   |
| CT670 Operator Qualification #14          | LOT | \$600.00   |
| CT670 Operator Qualification #18          | LOT | \$850.00   |
| CT670 Operator Qualification up to #8     | EA  | \$300.00   |
| CT670 Operator Qualification #9 - #11     | EA  | \$350.00   |
| CT670 Operator Qualification #14          | EA  | \$450.00   |
| CT670 Operator Qualification #18          | EA  | \$600.00   |
| CT670 Production Lot up to #8 (Service)   | LOT | \$250.00   |
| CT670 Production Lot #9 to #11 (Service)  | LOT | \$300.00   |
| CT670 Production Lot #18 (Service)        | LOT | \$550.00   |
| CT670 Production Lot #14 (Service)        | LOT | \$400.00   |
| CT670 Production Lot up to #8 (Ultimate)  | LOT | \$300.00   |
| CT670 Production Lot #9 to #11 (Ultimate) | LOT | \$350.00   |
| CT670 Production Lot #14 (Ultimate)       | LOT | \$550.00   |
| CT670 Production Lot #18 (Ultimate)       | LOT | \$750.00   |
| CT204 Plasticity Index, Atterberg         | EA  | \$225.00   |
| CT209 Specific Gravity of Soil            | EA  | \$200.00   |
| CT216 CA Impact Max Density               | EA  | \$225.00   |
| CT216 CA Impact, Rock Correction          | EA  | \$45.00    |
| CT301 Resistance R-Value Stabilometer     | EA  | \$320.00   |
| CT417 Soluble Sulfates                    | EA  | \$95.00    |
| CT422 Chloride Content                    | EA  | \$80.00    |
| CT643 Resistivity and pH                  | EA  | \$95.00    |

### Laboratory Tests - Asphalt

| Product Name                  | Units | Rate (\$) |
|-------------------------------|-------|-----------|
| ASTM D2726 Core Density (SSD) | EA    | \$45.00   |

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|  |    |            |
|--|----|------------|
| ASTM D1188 Core Density Parafilm Coated  | EA | \$50.00    |
| ASTM D6926 Lab Max Density Marshall      | EA | \$250.00   |
| ASTM D6927 Marshal Stability and Flow    | EA | \$325.00   |
| ASTM D1561 LTMD Kneading Compactor       | EA | \$260.00   |
| ASTM D1560 Hveem Stability and Density   | EA | \$325.00   |
| ASTM D2041 Maximum Theoretical Density   | EA | \$195.00   |
| ASTM D1560 Hveem Stability               | EA | \$225.00   |
| ASTM D6307 Ignition Oven Calibration     | EA | \$300.00   |
| ASTM D6307 Asphalt Content by Ignition   | EA | \$185.00   |
| ASTM D2172 Asphalt Content by Solvents   | EA | \$275.00   |
| ASTM D4125 Asphalt Content Nuclear Gauge | EA | \$250.00   |
| ASTM D5444 Gradation of Extracted Agg    | EA | \$200.00   |
| ASTM D244 Emulsion Residue Evaporation   | EA | \$175.00   |
| ASTM D244 Emulsion Sieve Analysis        | EA | \$115.00   |
| ASTM D3910 Wet Track Abrasion            | EA | \$150.00   |
| AASHTO T324 Hamburg Wheel Tracking Test  | EA | \$900.00   |
| AASHTO T283 Tensile Strength Ratio       | EA | \$1,100.00 |
| AASHTO T312/T275 LTMD Gyratory Compactor | EA | \$325.00   |
| AASHTO T308 Asphalt Content by Ignition  | EA | \$185.00   |
| AASHTO T209 Theoretical Maximum Density  | EA | \$195.00   |
| AASHTO T308A AC Correction Factor        | EA | \$350.00   |
| AASHTO T324 Hamburg Wheel Tracking RHMA  | EA | \$900.00   |
| AASHTO T283 Tensile Strength Ratio RHMA  | EA | \$1,100.00 |
| AASHTO T312/T275 LTMD Gyratory Comp RHMA | EA | \$325.00   |

### Laboratory Tests - Aggregates

| Product Name                             | Units | Rate (\$) |
|--|-------|-----------|
| ASTM C131 Abrasion, Los Angeles Rattler  | EA    | \$250.00  |
| ASTM C40 Organic Impurities in Fine Agg  | EA    | \$95.00   |
| ASTM C127 Specific Gravity, Coarse Agg   | EA    | \$150.00  |
| ASTM C128 Specific Gravity, Fine Agg     | EA    | \$175.00  |
| ASTM C1252 Angularity & Voids, Fine Agg  | EA    | \$175.00  |
| ASTM C566 Moisture Content by Drying     | EA    | \$20.00   |
| ASTM D2419 Sand Equivalent               | EA    | \$120.00  |
| ASTM C117 Materials Finer than No. 200   | EA    | \$100.00  |
| ASTM C289 Alkali-Silica Reactivity       | EA    | \$500.00  |
| ASTM D4791 Flat & Elongated Particles    | EA    | \$275.00  |
| ASTM D5821 Percent Fractured Particles   | EA    | \$150.00  |
| ASTM C123 Percent Lightweight Particles  | EA    | \$200.00  |
| ASTM C88 Soundness by Sodium Sulfate     | EA    | \$400.00  |
| ASTM C136 Sieve Analysis, Combined Agg   | EA    | \$175.00  |
| ASTM C136 Sieve Analysis, Fine Agg       | EA    | \$150.00  |
| ASTM C136 Sieve Analysis, Coarse Agg     | EA    | \$135.00  |
| ASTM C142 Clay Lumps & Friable Particles | EA    | \$190.00  |
| AASHTO T304 Angularity & Voids in Fines  | EA    | \$165.00  |
| AASHTO T84 Specific Gravity, Fine Agg    | EA    | \$175.00  |
| AASHTO T85 Specific Gravity, Coarse Agg  | EA    | \$150.00  |
| AASHTO T96 Abrasion, Los Angeles Rattler | EA    | \$250.00  |
| AASHTO T27 Sieve Analysis, Combined Agg  | EA    | \$175.00  |
| AASHTO T27 Sieve Analysis, Fine Agg      | EA    | \$150.00  |
| AASHTO T27 Sieve Analysis, Coarse Agg    | EA    | \$135.00  |
| AASHTO T176 Sand Equivalent              | EA    | \$120.00  |

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## Schedule of Fees and General Terms

|                               |    |          |
|-------------------------------|----|----------|
| AASHTO T335 Crushed Particles | EA | \$150.00 |
|-------------------------------|----|----------|

### Equipment Charges

| Product Name                                      | Units | Rate (\$)  |
|---|-------|------------|
| Portable Drilling Equipment w/ Operator           | HR    | \$400.00   |
| Mobile Laboratory Trailer & Testing Equipment     | DAY   | \$450.00   |
| Stationary Laboratory Trailer & Testing Equipment | MO    | \$450.00   |
| Mileage   | MILE  | Quote      |
| Diamond Bit Core Rig and Generator                | DAY   | \$400.00   |
| Nuclear Density Test Gauge                        | DAY   | \$25.00    |
| Hand Held Turbidity Meter                         | DAY   | \$20.00    |
| Ultrasonic Test Unit and Consumables              | DAY   | \$50.00    |
| Magnetic Particle Test Unit                       | DAY   | \$50.00    |
| Skidmore  | DAY   | \$50.00    |
| Schmidt Hammer                                    | DAY   | \$50.00    |
| Torque Wrench                                     | DAY   | \$50.00    |
| Proof Load Testing Equipment                      | DAY   | \$100.00   |
| Drilling Equip Mobilization / De-Mob              | EA    | \$600.00   |
| ASTM C1028 Coefficient of Friction                | DAY   | \$350.00   |
| Mini Environmental Quality Meter                  | DAY   | \$250.00   |
| Inertial Profiler                                 | DAY   | \$1,800.00 |
| Materials / Supplies                              | LS    | Quote      |
| Misc Permits                                      | LS    | Quote      |
| Misc Fees   | HR    | Quote      |
| Misc Subconsultant                                | LS    | Quote      |
| Set of Aerial Photographs                         | EA    | Quote      |
| Blueprinting                                      | EA    | Quote      |
| Dutch Cone Penetrometer with Operator             | HR    | \$250.00   |
| Hollow Stem Auger Drill Rig w/ Operator           | HR    | \$350.00   |
| Portable Drilling Equipment w/ Operator           | HR    | \$400.00   |
| Bucket Auger Drill Rig with Operator              | HR    | \$450.00   |
| Air Rotary Drill Rig with Operator                | HR    | \$500.00   |
| Rotary Wash Drill Rig with Operator               | HR    | \$500.00   |
| Per Diem  | DAY   | \$135.00   |



## Schedule of Fees and General Terms

### TERMS AND CONDITIONS

#### GENERAL CHARGES

RMA GeoScience requires twenty-four (24) hour prior notification for scheduling inspectors and/or technicians.

All inspection hours will be billed portal to portal in the following increments:

There will be a minimum two (2) hour charge for any RMA GeoScience employee presence on site.

Two (2) hour increments thereafter.

When personnel are required to work in excess of 5 hours without an uninterrupted meal period of 30 minutes, due to project constraints, ½ hour will be charged at double time rates in addition to any applicable hours worked.

Rates are valid through June 30, 2021. Rates for personnel will increase by 3% per year on July 1st of each subsequent year.

Certified Payroll Reports will be prepared upon request. There will be a \$75.00 charge for each certified payroll report.

Outside services will be billed at cost plus 15% unless billed directly to and paid for by Client.

Requests made by client for management attendance at meetings at the project site will be charged at standard rate.

Administrative/clerical support will be charged at 3% of the monthly direct charges.

#### OVERTIME CHARGES

Work performed in excess of 8 hours per day and / or up to eight (8) hours on Saturdays will be billed at 1.50 times the unit rate.

Work performed on Sunday, recognized holidays, or in excess of eight (8) hours on Saturdays will be billed at 2.00 times the unit rate.

A 20% surcharge will be applied for laboratory tests performed on a Saturday or Sunday.

#### PER DIEM AND TRAVEL CHARGES

An \$150.00 charge per day will be applied when our personnel are required to stay overnight at remote locations.

Time will be billed at the unit rate while traveling to a remote location or if a location requires an overnight stay.

Mileage for travel outside a 50-mile radius from either the project site or the nearest RMA facility whichever is closest, will be charged at a rate of \$0.55 per mile.

#### NIGHT WORK

A \$5.00 per hour surcharge will be added to all personnel rates for work performed during night shifts.



Proposal No: 21G-0261-P

May 12, 2021

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

Attention: Bill Potter

Subject: Proposal to Provide Construction Inspection and Testing Services  
HESD - MLK - Solar Canopy  
820 Hume Ave  
Hanford, CA

Dear Bill Potter,

In response to your request, we propose to provide construction inspection and testing services for the HESD – MLK Elementary School - Solar Canopy project.

### **PROJECT UNDERSTANDING**

We understand that the project will consist of constructing two (2) solar canopies. Based on our review of plans provided we understand that construction inspection and testing services will be required during fabrication, drilled piers and concrete placement.

### **SCOPE OF WORK**

Our proposed scope of work will consist of performing visual welding, bolting, visual review of drilled piers after completion and prior to placement of concrete, and concrete sampling.

### **Time and Materials**

This scope of services will consist of providing on call as needed services on an hourly and / or test rate basis in accordance with the attached schedule of fees.



## TERMS

We propose to perform the previously described services on an hourly or test rate basis in accordance with the attached fee schedule. Our estimate is based on information given to RMA GeoScience district and the following assumed construction durations. Our estimate of charges for the proposed services is as follows:

| Construction Activity | Estimated Costs   |
|-----------------------|-------------------|
| Time and Materials    | \$5,500.00        |
| <b>TOTAL</b>          | <b>\$5,500.00</b> |

Our estimate may vary due to circumstances that may develop during the work or due to extended construction duration. A review of the approved DSA plans and DSA 103 form should be done when available to ensure no changes were made to the set used for the purpose of this proposal.

Invoices for our services will be rendered at the completion of the work and upon completion of the report. Invoices are due and payable upon presentation. Should the duration of the job exceed one-month, monthly invoices will be presented for services performed.

## PROFESSIONAL INSURANCE

We maintain the following insurance coverage. Certificates of insurance will be provided upon request. However, our professional liability insurance carrier (errors and omissions) will not name any additional insured.

|                        |                      |
|------------------------|----------------------|
| General liability      | \$1,000,000.00 limit |
| Professional Liability | \$1,000,000.00 limit |
| Workmen's Compensation | \$1,000,000.00 limit |

## CLOSURE

RMA GeoScience does not guarantee the performance of the contractor(s) by performing these services. RMA GeoScience's performance of these services shall not relieve the contractor(s) of his obligation to perform the work in conformity with the drawings and specifications and in a workmanlike manner; shall not make RMA GeoScience an insurer of the contractor's performance; and shall not impose on RMA GeoScience any obligation to see that the work is performed in a safe manner.

Thank you for the opportunity to submit this proposal. We look forward to working with you on this project and can begin our work upon receipt of your notice to proceed and receipt of a signed copy of this proposal authorizing us to perform these professional services. If you have any questions regarding this proposal, please contact the undersigned Project Manager.





Authorized By:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

Submitted By:

**RMA GeoScience**

Gary Blomgren

Regional Manager

**ESTIMATE WORKSHEET****Time and Materials**

| Item             | Quantity | Unit | Unit Price | Total             |
|------------------|----------|------|------------|-------------------|
| T&M              | 1        | EA   | \$3,000.00 | \$3,000.00        |
| <b>Subtotal:</b> |          |      |            | <b>\$3,000.00</b> |



## Schedule of Fees and General Terms

### Personnel Charges - Professional Staff

| Product Name                           | Units | Rate (\$) |
|--|-------|-----------|
| Project Engineer - Laboratory          | HR    | \$165.00  |
| Administrative                         | HR    | \$60.00   |
| Principal Engineer - Job Conference    | HR    | \$175.00  |
| Principal Engineer - Office            | HR    | \$175.00  |
| Principal Engineer - Field             | HR    | \$175.00  |
| Principal Engineer - Consultation      | HR    | \$175.00  |
| Principal Engineer - Expert Witness    | HR    | \$175.00  |
| Principal Engineer - Court Appearance  | HR    | \$175.00  |
| Project Engineer - Office              | HR    | \$165.00  |
| Project Engineer - Field               | HR    | \$165.00  |
| Project Engineer - Consultation        | HR    | \$165.00  |
| Project Engineer - Job Conference      | HR    | \$165.00  |
| Staff Engineer - Office                | HR    | \$135.00  |
| Staff Engineer - Field                 | HR    | \$135.00  |
| Drafting                               | HR    | \$85.00   |
| Project Manager - Office               | HR    | \$155.00  |
| Project Manager - Field                | HR    | \$155.00  |
| Project Manager - Job Conference       | HR    | \$155.00  |
| Principal Geologist - Office           | HR    | \$175.00  |
| Principal Geologist - Field            | HR    | \$175.00  |
| Principal Geologist - Consultation     | HR    | \$175.00  |
| Principal Geologist - Job Conference   | HR    | \$175.00  |
| Principal Geologist - Expert Witness   | HR    | \$175.00  |
| Principal Geologist - Court Appearance | HR    | \$175.00  |
| Project Geologist - Office             | HR    | \$165.00  |
| Staff Geologist - Office               | HR    | \$135.00  |
| Project Geologist - Field              | HR    | \$165.00  |
| Project Geologist - Consultation       | HR    | \$165.00  |
| Project Geologist - Job Conference     | HR    | \$165.00  |
| Staff Geologist - Field                | HR    | \$135.00  |

### Personnel Charges - Field Staff

| Product Name                             | Units | Rate (\$) |
|--|-------|-----------|
| Soils Engineering Technician             | HR    | \$99.00   |
| Soils Technician Compaction Testing      | HR    | \$99.00   |
| Soils Technician Rough Grading           | HR    | \$99.00   |
| Soils Technician Retesting               | HR    | \$99.00   |
| Public Works Inspector                   | HR    | \$107.00  |
| Public Works Technician                  | HR    | \$105.00  |
| Public Works Inspector - Asphalt Paving  | HR    | \$107.00  |
| Public Works Inspector - Asphalt Plant   | HR    | \$107.00  |
| Public Works Inspector - Concrete Paving | HR    | \$107.00  |
| Public Works Inspector - Concrete Plant  | HR    | \$107.00  |
| Public Works Technician - Asphalt        | HR    | \$105.00  |
| Public Works Technician - Concrete       | HR    | \$105.00  |
| Laboratory Technician - Field Lab        | HR    | \$85.00   |
| Building Inspector                       | HR    | \$110.00  |
| Special Inspector (ICC)                  | HR    | \$101.00  |
| Mechanical   Electrical Inspector        | HR    | \$110.00  |
| Special Inspector Reinforced Concrete    | HR    | \$101.00  |

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## Schedule of Fees and General Terms

|  |    |          |
|--|----|----------|
| Special Inspector Prestressed Concrete   | HR | \$101.00 |
| Special Inspector Concrete Batch Plant   | HR | \$101.00 |
| ACI Concrete Technician                  | HR | \$99.00  |
| Pick-up and Delivery of Test Specimens   | HR | \$65.00  |
| ID Reinforcing or Structural Steel       | HR | \$101.00 |
| Special Inspector Fire Proofing          | HR | \$101.00 |
| Special Inspector Post Installed Anchors | HR | \$101.00 |
| Special Inspector Roofing/Waterproofing  | HR | \$101.00 |
| Special Inspector Masonry                | HR | \$101.00 |
| Special Inspector Masonry (DSA)          | HR | \$110.00 |
| Special Inspector Shotcrete              | HR | \$101.00 |
| Special Inspector Post Tensioned Conc.   | HR | \$101.00 |
| Special Inspector Fire Stopping          | HR | \$101.00 |
| AWS Certified Welding Inspector- Field   | HR | \$101.00 |
| AWS Certified Welding Inspector- Shop    | HR | \$98.00  |
| Special Inspector Structural Steel       | HR | \$101.00 |
| Special Inspector High Strength Bolting  | HR | \$101.00 |
| Special Inspector Wood Construction      | HR | \$100.00 |
| Non-Destructive Testing ASNT Level II    | HR | \$105.00 |
| Special Inspector Coatings (NACE)        | HR | \$105.00 |
| Special Inspector Fiber Wrap             | HR | \$101.00 |
| Pull   Torque Testing Technician         | HR | \$99.00  |
| Project Inspector (IOR)                  | HR | \$110.00 |
| Asphalt Coring Technician                | HR | \$98.00  |
| Concrete Coring Technician               | HR | \$98.00  |
| Field Supervisor                         | HR | \$110.00 |
| Field Supervisor                         | HR | \$110.00 |
| Quality Control Manager                  | HR | \$135.00 |
| Field Supervisor                         | HR | \$110.00 |
| Mix Design Review                        | HR | \$330.00 |

### Laboratory Tests - Steel

| Product Name                             | Units | Rate (\$) |
|--|-------|-----------|
| ASTM E605 Spray Applied Fireproofing Den | EA    | \$95.00   |
| ASTM A370 Rebar Tension up to #8         | EA    | \$40.00   |
| ASTM A370 Rebar Tension #9 to #11        | EA    | \$50.00   |
| ASTM A370 Rebar Tension #14              | EA    | \$80.00   |
| ASTM A370 Rebar Tension #18              | EA    | \$120.00  |
| ASTM A370 Bend Test Rebar #9 to #11      | EA    | \$40.00   |
| ASTM A370 Bend Test Rebar up to #8       | EA    | \$30.00   |
| ASTM A370 Bend Test Rebar #14            | EA    | \$80.00   |
| ASTM A370 Bend Test Rebar # 18           | EA    | \$120.00  |
| ASTM A370 Headed Bar Prod. Lot up to #8  | LOT   | \$200.00  |
| ASTM A370 Headed Bar Prod. Lot #9 to #11 | LOT   | \$250.00  |
| ASTM A370 Headed Bar Prod. Lot #14       | LOT   | \$380.00  |
| ASTM A370 Headed Bar Prod. Lot #18       | LOT   | \$500.00  |
| ASTM A416 Stress-Strain Analysis         | EA    | \$175.00  |
| ASTM A416 Tensile Test Only              | EA    | \$125.00  |
| ASTM A370 Tensile Up to 100K lbs (Each)  | EA    | \$50.00   |
| ASTM A370 Tensile Up to 200K lbs (Each)  | EA    | \$55.00   |
| ASTM A370 Tensile Up to 300K lbs (Each)  | EA    | \$65.00   |
| ASTM A370 Tensile Up to 400K lbs (Each)  | EA    | \$110.00  |

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|  |    |          |
|--|----|----------|
| ASTM A370 Tensile Stress-Strain Percent  | EA | \$150.00 |
| ASTM A370 Tensile 400K - 500K lbs (Each) | EA | \$300.00 |
| AWS Weld: Macroetch                      | EA | \$75.00  |
| AWS Weld: Fracture                       | EA | \$50.00  |
| AWS Bend Test                            | EA | \$50.00  |
| ASTM A370 Rockwell Hardness (Each)       | EA | \$75.00  |
| Steel Chemical Analysis                  | EA | \$150.00 |
| ASTM F606 Bolt Axial Tensile to 7/8"     | EA | \$40.00  |
| ASTM F606 Bolt Wedge Tensile to 7/8"     | EA | \$55.00  |
| ASTM F606 Bolt: Axial 7/8" - 1 1/2"      | EA | \$60.00  |
| ASTM F606 Bolt Wedge Tens 7/8" to 1 1/2" | EA | \$75.00  |
| ASTM F606 Bolt: Proof Load up to 7/8"    | EA | \$65.00  |
| ASTM F606 Bolt: Proof Load up to 1 1/2"  | EA | \$85.00  |
| ASTM F606 Nut: Proof Load up to 7/8"     | EA | \$45.00  |
| ASTM F606 Nut: Proof Load up to 1 1/2"   | EA | \$65.00  |

### Laboratory Tests - Soil

| Product Name                             | Units | Rate (\$) |
|--|-------|-----------|
| ASTM D4318 Plasticity Index of Soils     | EA    | \$250.00  |
| ASTM D1883 California Bearing Ratio      | EA    | \$450.00  |
| ASTM D2435 Consolidation                 | EA    | \$200.00  |
| ASTM D2435 Consolidation with Time Rate  | EA    | \$250.00  |
| ASTM D3080 Direct Shear, Consol&Drained  | EA    | \$325.00  |
| ASTM D4829 Expansion Index of Soils      | EA    | \$175.00  |
| ASTM D5333 Hydro Collapse Potential      | EA    | \$175.00  |
| ASTM D2166 Unconfined Comp Strength      | EA    | \$250.00  |
| ASTM D2050 Tri-Axial Shear Strength      | EA    | \$350.00  |
| ASTM D2937 In-Place Density, Drive Cyl   | EA    | \$45.00   |
| ASTM D2216 Soil Moisture Content by Mass | EA    | \$25.00   |
| ASTM D698 Maximum Density Std Effort     | EA    | \$210.00  |
| ASTM D1557 Max Density Optimum Moisture  | EA    | \$210.00  |
| ASTM D2974 Moisture, Ash, Organic Matter | EA    | \$75.00   |
| ASTM D4972 pH of Soils                   | EA    | \$80.00   |
| ASTM D2844 R-Value & Expansive Pressures | EA    | \$325.00  |
| ASTM D2419 Sand Equivalent               | EA    | \$120.00  |
| ASTM D2434 Const Head Permeability Test  | EA    | \$350.00  |
| ASTM D422 Sieve Analysis of Soil         | EA    | \$250.00  |
| ASTM D1140 Materials Finer than #200     | EA    | \$100.00  |
| ASTM D422 Hydrometer Analysis            | EA    | \$175.00  |
| ASTM D854 Specific Gravity of Soils      | EA    | \$195.00  |
| ASTM D4546 Swell Potential               | EA    | \$175.00  |
| ASTM D4943 Shrinkage Factor by Resin     | EA    | \$190.00  |
| ASTM D559 Soil Cement Sample Preparation | EA    | \$100.00  |
| ASTM D1633 Compression Test Soil Cement  | EA    | \$75.00   |
| ASTM D558 Soil-Cement Maximum Density    | EA    | \$275.00  |
| AASHTO T100 Specific Gravity of Soils    | EA    | \$200.00  |

### Laboratory Tests - Masonry

| Product Name                          | Units | Rate (\$) |
|---------------------------------------|-------|-----------|
| ASTM C140 Block Compressive Strength  | SET   | \$65.00   |
| ASTM C140 Block Moisture & Absorption | SET   | \$75.00   |
| ASTM C426 Block Linear Shrinkage      | SET   | \$275.00  |

Hanford Elementary School District  
 HESD - MLK Elementary School - Solar Canopies  
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## Schedule of Fees and General Terms

|  |     |          |
|--|-----|----------|
| ASTM C140 Block Unit Wt & Dimensions     | SET | \$195.00 |
| ASTM C90 Masonry Block Conformance       | SET | \$550.00 |
| ASTM C67 Brick Compressive Strength      | SET | \$85.00  |
| ASTM C67 Brick Moisture & Absorption     | SET | \$75.00  |
| ASTM C67 Brick 5 Hour Boil               | EA  | \$95.00  |
| ASTM C67 Brick Modulus of Rupture        | EA  | \$95.00  |
| ASTM C780 Mortar Cylinder Compression    | EA  | \$30.00  |
| ASTM C1019 Grout Prism Compression       | EA  | \$30.00  |
| ASTM C1314 Masonry Core Comp Str 8" Max  | EA  | \$65.00  |
| ASTM C1314 Masonry Core Shear Str 8" Max | EA  | \$75.00  |
| ASTM E519 Assemblage Comp Str 8" Block   | EA  | \$85.00  |
| ASTM E519 Assemblage Comp Str 12" Block  | EA  | \$100.00 |
| ASTM E519 Assemblage Comp Str 16" Block  | EA  | \$125.00 |
| ASTM C109 Compressive Strength 2" Cube   | EA  | \$30.00  |

### Laboratory Tests - Concrete

| Product Name                             | Units | Rate (\$) |
|--|-------|-----------|
| ASTM C39 Concrete Cyl Cured or Tested    | EA    | \$25.00   |
| ASTM C42 Compressive Strength, Core      | EA    | \$65.00   |
| ASTM C39 Cyl Tested out of Sequence      | EA    | \$35.00   |
| ASTM C495 Lightweight Concrete Strength  | EA    | \$45.00   |
| ASTM C78 Flexural Strength, Beam         | EA    | \$85.00   |
| ASTM C1140 Shotcrete Panel Test          | SET   | \$250.00  |
| ASTM C138 Unit Weight of Concrete        | EA    | \$55.00   |
| ASTM C157 Concrete Shrinkage (Set of 3)  | SET   | \$450.00  |
| ASTM C649 Concrete Modulus of Elasticity | EA    | \$150.00  |
| ASTM C496 Splitting Tensile Test         | EA    | \$90.00   |
| ASTM C495 Density - Lightweight Concrete | EA    | \$175.00  |
| AASHTO T336 Coefficient of Thermal Exp   | EA    | \$500.00  |

### Laboratory Tests - Caltrans

| Product Name                             | Units | Rate (\$) |
|--|-------|-----------|
| CT202 Sieve Analysis, Combined Agg       | EA    | \$180.00  |
| CT202 Sieve Analysis, Fine Agg           | EA    | \$150.00  |
| CT202 Sieve Analysis, Coarse Agg         | EA    | \$135.00  |
| CT235 Flat and Elongated Particles       | EA    | \$285.00  |
| CT205 Percentage Crushed Particles       | EA    | \$150.00  |
| CT207 Specific Gravity, Fine Aggregate   | EA    | \$165.00  |
| CT206 Specific Gravity, Coarse Aggregate | EA    | \$125.00  |
| CT208 Apparent Specific Gravity of Fines | EA    | \$200.00  |
| CT229 Durability Index                   | EA    | \$300.00  |
| CT234 Angularity & Voids, Fine Agg       | EA    | \$195.00  |
| CT211 Abrasion, Los Angeles Rattler      | EA    | \$250.00  |
| CT227 Cleanliness Value                  | EA    | \$285.00  |
| CT213 Organic Impurities in Sand         | EA    | \$95.00   |
| CT214 Soundness by Sodium Sulfate        | EA    | \$375.00  |
| CT226 Moisture Content by Oven Drying    | EA    | \$25.00   |
| CT217 Sand Equivalent                    | EA    | \$120.00  |
| CT308(A) Core Density Paraffin Coated    | EA    | \$50.00   |
| CT308(C) Core Density SSD                | EA    | \$45.00   |
| CT303 Approximate Bitumen Ratio          | EA    | \$250.00  |
| CT304/308(A) LTMD Kneading Compactor     | EA    | \$325.00  |

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## Schedule of Fees and General Terms

|   |     |            |
|---|-----|------------|
| CT305 Swell of Bituminous Mixtures        | EA  | \$350.00   |
| CT366 Stabilometer Value                  | EA  | \$265.00   |
| CT308(A)/366 Stability and Density        | EA  | \$325.00   |
| CT308(C)/366 Stability and Density        | EA  | \$325.00   |
| CT309 Maximum Theoretical Density         | EA  | \$200.00   |
| CT370 Moisture Content by Microwave       | EA  | \$75.00    |
| CT379 Asphalt Content Nuclear Gauge       | EA  | \$200.00   |
| CT382 Ignition Oven Correction Factor     | EA  | \$300.00   |
| CT382 Asphalt Content by Ignition         | EA  | \$185.00   |
| CT371 Tensile Strength Ratio              | EA  | \$1,100.00 |
| CT302 Film Stripping                      | EA  | \$250.00   |
| CT521 Concrete Cyl Compressive Strength   | EA  | \$25.00    |
| CT523 Concrete Flexural Strength, Beam    | EA  | \$85.00    |
| CT531 Length of Drilled Concrete Cores    | EA  | \$45.00    |
| CT550 Surface Abrasion of Concrete        | EA  | \$400.00   |
| CT534 Water Retention, Liq Curing Cmpnd   | EA  | \$425.00   |
| CT521 Compressive Strength LCB            | EA  | \$25.00    |
| CT524 RSC Flexural Strength, Beam         | EA  | \$85.00    |
| CT515 Relative Mortar Strength, PCC Sand  | EA  | \$600.00   |
| CT670 Tensile Strength up to #8           | EA  | \$50.00    |
| CT670 Tensile Strength #8 - #11           | EA  | \$75.00    |
| CT670 Tensile Strength #14                | EA  | \$100.00   |
| CT670 Tensile Strength #18                | EA  | \$150.00   |
| CT 52-1-08C Slip Test                     | EA  | \$150.00   |
| CT670 Operator Qualification up to #8     | LOT | \$350.00   |
| CT670 Operator Qualification #9 - #11     | LOT | \$400.00   |
| CT670 Operator Qualification #14          | LOT | \$600.00   |
| CT670 Operator Qualification #18          | LOT | \$850.00   |
| CT670 Operator Qualification up to #8     | EA  | \$300.00   |
| CT670 Operator Qualification #9 - #11     | EA  | \$350.00   |
| CT670 Operator Qualification #14          | EA  | \$450.00   |
| CT670 Operator Qualification #18          | EA  | \$600.00   |
| CT670 Production Lot up to #8 (Service)   | LOT | \$250.00   |
| CT670 Production Lot #9 to #11 (Service)  | LOT | \$300.00   |
| CT670 Production Lot #18 (Service)        | LOT | \$550.00   |
| CT670 Production Lot #14 (Service)        | LOT | \$400.00   |
| CT670 Production Lot up to #8 (Ultimate)  | LOT | \$300.00   |
| CT670 Production Lot #9 to #11 (Ultimate) | LOT | \$350.00   |
| CT670 Production Lot #14 (Ultimate)       | LOT | \$550.00   |
| CT670 Production Lot #18 (Ultimate)       | LOT | \$750.00   |
| CT204 Plasticity Index, Atterberg         | EA  | \$225.00   |
| CT209 Specific Gravity of Soil            | EA  | \$200.00   |
| CT216 CA Impact Max Density               | EA  | \$225.00   |
| CT216 CA Impact, Rock Correction          | EA  | \$45.00    |
| CT301 Resistance R-Value Stabilometer     | EA  | \$320.00   |
| CT417 Soluble Sulfates                    | EA  | \$95.00    |
| CT422 Chloride Content                    | EA  | \$80.00    |
| CT643 Resistivity and pH                  | EA  | \$95.00    |

### Laboratory Tests - Asphalt

| Product Name                  | Units | Rate (\$) |
|-------------------------------|-------|-----------|
| ASTM D2726 Core Density (SSD) | EA    | \$45.00   |

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|  |    |            |
|--|----|------------|
| ASTM D1188 Core Density Parafilm Coated  | EA | \$50.00    |
| ASTM D6926 Lab Max Density Marshall      | EA | \$250.00   |
| ASTM D6927 Marshal Stability and Flow    | EA | \$325.00   |
| ASTM D1561 LTMD Kneading Compactor       | EA | \$260.00   |
| ASTM D1560 Hveem Stability and Density   | EA | \$325.00   |
| ASTM D2041 Maximum Theoretical Density   | EA | \$195.00   |
| ASTM D1560 Hveem Stability               | EA | \$225.00   |
| ASTM D6307 Ignition Oven Calibration     | EA | \$300.00   |
| ASTM D6307 Asphalt Content by Ignition   | EA | \$185.00   |
| ASTM D2172 Asphalt Content by Solvents   | EA | \$275.00   |
| ASTM D4125 Asphalt Content Nuclear Gauge | EA | \$250.00   |
| ASTM D5444 Gradation of Extracted Agg    | EA | \$200.00   |
| ASTM D244 Emulsion Residue Evaporation   | EA | \$175.00   |
| ASTM D244 Emulsion Sieve Analysis        | EA | \$115.00   |
| ASTM D3910 Wet Track Abrasion            | EA | \$150.00   |
| AASHTO T324 Hamburg Wheel Tracking Test  | EA | \$900.00   |
| AASHTO T283 Tensile Strength Ratio       | EA | \$1,100.00 |
| AASHTO T312/T275 LTMD Gyratory Compactor | EA | \$325.00   |
| AASHTO T308 Asphalt Content by Ignition  | EA | \$185.00   |
| AASHTO T209 Theoretical Maximum Density  | EA | \$195.00   |
| AASHTO T308A AC Correction Factor        | EA | \$350.00   |
| AASHTO T324 Hamburg Wheel Tracking RHMA  | EA | \$900.00   |
| AASHTO T283 Tensile Strength Ratio RHMA  | EA | \$1,100.00 |
| AASHTO T312/T275 LTMD Gyratory Comp RHMA | EA | \$325.00   |

### Laboratory Tests - Aggregates

| Product Name                             | Units | Rate (\$) |
|--|-------|-----------|
| ASTM C131 Abrasion, Los Angeles Rattler  | EA    | \$250.00  |
| ASTM C40 Organic Impurities in Fine Agg  | EA    | \$95.00   |
| ASTM C127 Specific Gravity, Coarse Agg   | EA    | \$150.00  |
| ASTM C128 Specific Gravity, Fine Agg     | EA    | \$175.00  |
| ASTM C1252 Angularity & Voids, Fine Agg  | EA    | \$175.00  |
| ASTM C566 Moisture Content by Drying     | EA    | \$20.00   |
| ASTM D2419 Sand Equivalent               | EA    | \$120.00  |
| ASTM C117 Materials Finer than No. 200   | EA    | \$100.00  |
| ASTM C289 Alkali-Silica Reactivity       | EA    | \$500.00  |
| ASTM D4791 Flat & Elongated Particles    | EA    | \$275.00  |
| ASTM D5821 Percent Fractured Particles   | EA    | \$150.00  |
| ASTM C123 Percent Lightweight Particles  | EA    | \$200.00  |
| ASTM C88 Soundness by Sodium Sulfate     | EA    | \$400.00  |
| ASTM C136 Sieve Analysis, Combined Agg   | EA    | \$175.00  |
| ASTM C136 Sieve Analysis, Fine Agg       | EA    | \$150.00  |
| ASTM C136 Sieve Analysis, Coarse Agg     | EA    | \$135.00  |
| ASTM C142 Clay Lumps & Friable Particles | EA    | \$190.00  |
| AASHTO T304 Angularity & Voids in Fines  | EA    | \$165.00  |
| AASHTO T84 Specific Gravity, Fine Agg    | EA    | \$175.00  |
| AASHTO T85 Specific Gravity, Coarse Agg  | EA    | \$150.00  |
| AASHTO T96 Abrasion, Los Angeles Rattler | EA    | \$250.00  |
| AASHTO T27 Sieve Analysis, Combined Agg  | EA    | \$175.00  |
| AASHTO T27 Sieve Analysis, Fine Agg      | EA    | \$150.00  |
| AASHTO T27 Sieve Analysis, Coarse Agg    | EA    | \$135.00  |
| AASHTO T176 Sand Equivalent              | EA    | \$120.00  |

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## Schedule of Fees and General Terms

|                               |    |          |
|-------------------------------|----|----------|
| AASHTO T335 Crushed Particles | EA | \$150.00 |
|-------------------------------|----|----------|

### Equipment Charges

| Product Name                                      | Units | Rate (\$)  |
|---|-------|------------|
| Portable Drilling Equipment w/ Operator           | HR    | \$400.00   |
| Mobile Laboratory Trailer & Testing Equipment     | DAY   | \$450.00   |
| Stationary Laboratory Trailer & Testing Equipment | MO    | \$450.00   |
| Mileage   | MILE  | Quote      |
| Diamond Bit Core Rig and Generator                | DAY   | \$400.00   |
| Nuclear Density Test Gauge                        | DAY   | \$25.00    |
| Hand Held Turbidity Meter                         | DAY   | \$20.00    |
| Ultrasonic Test Unit and Consumables              | DAY   | \$50.00    |
| Magnetic Particle Test Unit                       | DAY   | \$50.00    |
| Skidmore  | DAY   | \$50.00    |
| Schmidt Hammer                                    | DAY   | \$50.00    |
| Torque Wrench                                     | DAY   | \$50.00    |
| Proof Load Testing Equipment                      | DAY   | \$100.00   |
| Drilling Equip Mobilization / De-Mob              | EA    | \$600.00   |
| ASTM C1028 Coefficient of Friction                | DAY   | \$350.00   |
| Mini Environmental Quality Meter                  | DAY   | \$250.00   |
| Inertial Profiler                                 | DAY   | \$1,800.00 |
| Materials / Supplies                              | LS    | Quote      |
| Misc Permits                                      | LS    | Quote      |
| Misc Fees   | HR    | Quote      |
| Misc Subconsultant                                | LS    | Quote      |
| Set of Aerial Photographs                         | EA    | Quote      |
| Blueprinting                                      | EA    | Quote      |
| Dutch Cone Penetrometer with Operator             | HR    | \$250.00   |
| Hollow Stem Auger Drill Rig w/ Operator           | HR    | \$350.00   |
| Portable Drilling Equipment w/ Operator           | HR    | \$400.00   |
| Bucket Auger Drill Rig with Operator              | HR    | \$450.00   |
| Air Rotary Drill Rig with Operator                | HR    | \$500.00   |
| Rotary Wash Drill Rig with Operator               | HR    | \$500.00   |
| Per Diem  | DAY   | \$135.00   |



## Schedule of Fees and General Terms

### TERMS AND CONDITIONS

#### GENERAL CHARGES

RMA GeoScience requires twenty-four (24) hour prior notification for scheduling inspectors and/or technicians.

All inspection hours will be billed portal to portal in the following increments:

There will be a minimum two (2) hour charge for any RMA GeoScience employee presence on site.

Two (2) hour increments thereafter.

When personnel are required to work in excess of 5 hours without an uninterrupted meal period of 30 minutes, due to project constraints, ½ hour will be charged at double time rates in addition to any applicable hours worked.

Rates are valid through June 30, 2021. Rates for personnel will increase by 3% per year on July 1st of each subsequent year.

Certified Payroll Reports will be prepared upon request. There will be a \$75.00 charge for each certified payroll report.

Outside services will be billed at cost plus 15% unless billed directly to and paid for by Client.

Requests made by client for management attendance at meetings at the project site will be charged at standard rate.

Administrative/clerical support will be charged at 3% of the monthly direct charges.

#### OVERTIME CHARGES

Work performed in excess of 8 hours per day and / or up to eight (8) hours on Saturdays will be billed at 1.50 times the unit rate.

Work performed on Sunday, recognized holidays, or in excess of eight (8) hours on Saturdays will be billed at 2.00 times the unit rate.

A 20% surcharge will be applied for laboratory tests performed on a Saturday or Sunday.

#### PER DIEM AND TRAVEL CHARGES

An \$150.00 charge per day will be applied when our personnel are required to stay overnight at remote locations.

Time will be billed at the unit rate while traveling to a remote location or if a location requires an overnight stay.

Mileage for travel outside a 50-mile radius from either the project site or the nearest RMA facility whichever is closest, will be charged at a rate of \$0.55 per mile.

#### NIGHT WORK

A \$5.00 per hour surcharge will be added to all personnel rates for work performed during night shifts.



Proposal No: 21G-0263-P

May 12, 2021

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

Attention: Bill Potter

Subject: Proposal to Provide Construction Inspection and Testing Services  
HESD - Simas ES - Solar Canopy  
1875 N. Fitzgerald Lane  
Hanford, CA

Dear Bill Potter,

In response to your request, we propose to provide construction inspection and testing services for the HESD - Simas Elementary School - Solar Canopy project.

### **PROJECT UNDERSTANDING**

We understand that the project will consist of constructing one (1) solar canopy. Based on our review of plans provided we understand that construction inspection and testing services will be required during fabrication, drilled piers and concrete placement.

### **SCOPE OF WORK**

Our proposed scope of work will consist of performing visual welding, bolting, visual review of drilled piers after completion and prior to placement of concrete, and concrete sampling.

### **Time and Materials**

This scope of services will consist of providing on call as needed services on an hourly and / or test rate basis in accordance with the attached schedule of fees.



## TERMS

We propose to perform the previously described services on an hourly or test rate basis in accordance with the attached fee schedule. Our estimate is based on information given to RMA GeoScience district and the following assumed construction durations. Our estimate of charges for the proposed services is as follows:

| Construction Activity | Estimated               |
|-----------------------|-------------------------|
| Time and Materials    | Costs \$3,500.00        |
|                       | <b>TOTAL \$3,500.00</b> |

Our estimate may vary due to circumstances that may develop during the work or due to extended construction duration. A review of the approved DSA plans and DSA 103 form should be done when available to ensure no changes were made to the set used for the purpose of this proposal.

Invoices for our services will be rendered at the completion of the work and upon completion of the report. Invoices are due and payable upon presentation. Should the duration of the job exceed one-month, monthly invoices will be presented for services performed.

## PROFESSIONAL INSURANCE

We maintain the following insurance coverage. Certificates of insurance will be provided upon request. However, our professional liability insurance carrier (errors and omissions) will not name any additional insured.

|                        |                      |
|------------------------|----------------------|
| General liability      | \$1,000,000.00 limit |
| Professional Liability | \$1,000,000.00 limit |
| Workmen's Compensation | \$1,000,000.00 limit |

## CLOSURE

RMA GeoScience does not guarantee the performance of the contractor(s) by performing these services. RMA GeoScience's performance of these services shall not relieve the contractor(s) of his obligation to perform the work in conformity with the drawings and specifications and in a workmanlike manner; shall not make RMA GeoScience an insurer of the contractor's performance; and shall not impose on RMA GeoScience any obligation to see that the work is performed in a safe manner.

Thank you for the opportunity to submit this proposal. We look forward to working with you on this project and can begin our work upon receipt of your notice to proceed and receipt of a signed copy of this proposal authorizing us to perform these professional services. If you have any questions regarding this proposal, please contact the undersigned Project Manager.



Authorized By:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

Submitted By:

**RMA GeoScience**

Gary Blomgren

Regional Manager

**ESTIMATE WORKSHEET****Time and Materials**

| Item             | Quantity | Unit | Unit Price | Total             |
|------------------|----------|------|------------|-------------------|
| T&M              | 1        | EA   | \$3,000.00 | \$3,000.00        |
| <b>Subtotal:</b> |          |      |            | <b>\$3,000.00</b> |



## Schedule of Fees and General Terms

### Personnel Charges - Professional Staff

| Product Name                           | Units | Rate (\$) |
|--|-------|-----------|
| Project Engineer - Laboratory          | HR    | \$165.00  |
| Administrative                         | HR    | \$60.00   |
| Principal Engineer - Job Conference    | HR    | \$175.00  |
| Principal Engineer - Office            | HR    | \$175.00  |
| Principal Engineer - Field             | HR    | \$175.00  |
| Principal Engineer - Consultation      | HR    | \$175.00  |
| Principal Engineer - Expert Witness    | HR    | \$175.00  |
| Principal Engineer - Court Appearance  | HR    | \$175.00  |
| Project Engineer - Office              | HR    | \$165.00  |
| Project Engineer - Field               | HR    | \$165.00  |
| Project Engineer - Consultation        | HR    | \$165.00  |
| Project Engineer - Job Conference      | HR    | \$165.00  |
| Staff Engineer - Office                | HR    | \$135.00  |
| Staff Engineer - Field                 | HR    | \$135.00  |
| Drafting                               | HR    | \$85.00   |
| Project Manager - Office               | HR    | \$155.00  |
| Project Manager - Field                | HR    | \$155.00  |
| Project Manager - Job Conference       | HR    | \$155.00  |
| Principal Geologist - Office           | HR    | \$175.00  |
| Principal Geologist - Field            | HR    | \$175.00  |
| Principal Geologist - Consultation     | HR    | \$175.00  |
| Principal Geologist - Job Conference   | HR    | \$175.00  |
| Principal Geologist - Expert Witness   | HR    | \$175.00  |
| Principal Geologist - Court Appearance | HR    | \$175.00  |
| Project Geologist - Office             | HR    | \$165.00  |
| Staff Geologist - Office               | HR    | \$135.00  |
| Project Geologist - Field              | HR    | \$165.00  |
| Project Geologist - Consultation       | HR    | \$165.00  |
| Project Geologist - Job Conference     | HR    | \$165.00  |
| Staff Geologist - Field                | HR    | \$135.00  |

### Personnel Charges - Field Staff

| Product Name                             | Units | Rate (\$) |
|--|-------|-----------|
| Soils Engineering Technician             | HR    | \$99.00   |
| Soils Technician Compaction Testing      | HR    | \$99.00   |
| Soils Technician Rough Grading           | HR    | \$99.00   |
| Soils Technician Retesting               | HR    | \$99.00   |
| Public Works Inspector                   | HR    | \$107.00  |
| Public Works Technician                  | HR    | \$105.00  |
| Public Works Inspector - Asphalt Paving  | HR    | \$107.00  |
| Public Works Inspector - Asphalt Plant   | HR    | \$107.00  |
| Public Works Inspector - Concrete Paving | HR    | \$107.00  |
| Public Works Inspector - Concrete Plant  | HR    | \$107.00  |
| Public Works Technician - Asphalt        | HR    | \$105.00  |
| Public Works Technician - Concrete       | HR    | \$105.00  |
| Laboratory Technician - Field Lab        | HR    | \$85.00   |
| Building Inspector                       | HR    | \$110.00  |
| Special Inspector (ICC)                  | HR    | \$101.00  |
| Mechanical   Electrical Inspector        | HR    | \$110.00  |
| Special Inspector Reinforced Concrete    | HR    | \$101.00  |

Hanford Elementary School District  
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## Schedule of Fees and General Terms

|  |    |          |
|--|----|----------|
| Special Inspector Prestressed Concrete   | HR | \$101.00 |
| Special Inspector Concrete Batch Plant   | HR | \$101.00 |
| ACI Concrete Technician                  | HR | \$99.00  |
| Pick-up and Delivery of Test Specimens   | HR | \$65.00  |
| ID Reinforcing or Structural Steel       | HR | \$101.00 |
| Special Inspector Fire Proofing          | HR | \$101.00 |
| Special Inspector Post Installed Anchors | HR | \$101.00 |
| Special Inspector Roofing/Waterproofing  | HR | \$101.00 |
| Special Inspector Masonry                | HR | \$101.00 |
| Special Inspector Masonry (DSA)          | HR | \$110.00 |
| Special Inspector Shotcrete              | HR | \$101.00 |
| Special Inspector Post Tensioned Conc.   | HR | \$101.00 |
| Special Inspector Fire Stopping          | HR | \$101.00 |
| AWS Certified Welding Inspector- Field   | HR | \$101.00 |
| AWS Certified Welding Inspector- Shop    | HR | \$98.00  |
| Special Inspector Structural Steel       | HR | \$101.00 |
| Special Inspector High Strength Bolting  | HR | \$101.00 |
| Special Inspector Wood Construction      | HR | \$100.00 |
| Non-Destructive Testing ASNT Level II    | HR | \$105.00 |
| Special Inspector Coatings (NACE)        | HR | \$105.00 |
| Special Inspector Fiber Wrap             | HR | \$101.00 |
| Pull   Torque Testing Technician         | HR | \$99.00  |
| Project Inspector (IOR)                  | HR | \$110.00 |
| Asphalt Coring Technician                | HR | \$98.00  |
| Concrete Coring Technician               | HR | \$98.00  |
| Field Supervisor                         | HR | \$110.00 |
| Field Supervisor                         | HR | \$110.00 |
| Quality Control Manager                  | HR | \$135.00 |
| Field Supervisor                         | HR | \$110.00 |
| Mix Design Review                        | HR | \$330.00 |

### Laboratory Tests - Steel

| Product Name                             | Units | Rate (\$) |
|--|-------|-----------|
| ASTM E605 Spray Applied Fireproofing Den | EA    | \$95.00   |
| ASTM A370 Rebar Tension up to #8         | EA    | \$40.00   |
| ASTM A370 Rebar Tension #9 to #11        | EA    | \$50.00   |
| ASTM A370 Rebar Tension #14              | EA    | \$80.00   |
| ASTM A370 Rebar Tension #18              | EA    | \$120.00  |
| ASTM A370 Bend Test Rebar #9 to #11      | EA    | \$40.00   |
| ASTM A370 Bend Test Rebar up to #8       | EA    | \$30.00   |
| ASTM A370 Bend Test Rebar #14            | EA    | \$80.00   |
| ASTM A370 Bend Test Rebar # 18           | EA    | \$120.00  |
| ASTM A370 Headed Bar Prod. Lot up to #8  | LOT   | \$200.00  |
| ASTM A370 Headed Bar Prod. Lot #9 to #11 | LOT   | \$250.00  |
| ASTM A370 Headed Bar Prod. Lot #14       | LOT   | \$380.00  |
| ASTM A370 Headed Bar Prod. Lot #18       | LOT   | \$500.00  |
| ASTM A416 Stress-Strain Analysis         | EA    | \$175.00  |
| ASTM A416 Tensile Test Only              | EA    | \$125.00  |
| ASTM A370 Tensile Up to 100K lbs (Each)  | EA    | \$50.00   |
| ASTM A370 Tensile Up to 200K lbs (Each)  | EA    | \$55.00   |
| ASTM A370 Tensile Up to 300K lbs (Each)  | EA    | \$65.00   |
| ASTM A370 Tensile Up to 400K lbs (Each)  | EA    | \$110.00  |

Hanford Elementary School District  
HESD - Simas Elementary School - Solar Canopy  
Hanford, CA

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## Schedule of Fees and General Terms

|  |    |          |
|--|----|----------|
| ASTM A370 Tensile Stress-Strain Percent  | EA | \$150.00 |
| ASTM A370 Tensile 400K - 500K lbs (Each) | EA | \$300.00 |
| AWS Weld: Macroetch                      | EA | \$75.00  |
| AWS Weld: Fracture                       | EA | \$50.00  |
| AWS Bend Test                            | EA | \$50.00  |
| ASTM A370 Rockwell Hardness (Each)       | EA | \$75.00  |
| Steel Chemical Analysis                  | EA | \$150.00 |
| ASTM F606 Bolt Axial Tensile to 7/8"     | EA | \$40.00  |
| ASTM F606 Bolt Wedge Tensile to 7/8"     | EA | \$55.00  |
| ASTM F606 Bolt: Axial 7/8" - 1 1/2"      | EA | \$60.00  |
| ASTM F606 Bolt Wedge Tens 7/8" to 1 1/2" | EA | \$75.00  |
| ASTM F606 Bolt: Proof Load up to 7/8"    | EA | \$65.00  |
| ASTM F606 Bolt: Proof Load up to 1 1/2"  | EA | \$85.00  |
| ASTM F606 Nut: Proof Load up to 7/8"     | EA | \$45.00  |
| ASTM F606 Nut: Proof Load up to 1 1/2"   | EA | \$65.00  |

### Laboratory Tests - Soil

| Product Name                             | Units | Rate (\$) |
|--|-------|-----------|
| ASTM D4318 Plasticity Index of Soils     | EA    | \$250.00  |
| ASTM D1883 California Bearing Ratio      | EA    | \$450.00  |
| ASTM D2435 Consolidation                 | EA    | \$200.00  |
| ASTM D2435 Consolidation with Time Rate  | EA    | \$250.00  |
| ASTM D3080 Direct Shear, Consol&Drained  | EA    | \$325.00  |
| ASTM D4829 Expansion Index of Soils      | EA    | \$175.00  |
| ASTM D5333 Hydro Collapse Potential      | EA    | \$175.00  |
| ASTM D2166 Unconfined Comp Strength      | EA    | \$250.00  |
| ASTM D2050 Tri-Axial Shear Strength      | EA    | \$350.00  |
| ASTM D2937 In-Place Density, Drive Cyl   | EA    | \$45.00   |
| ASTM D2216 Soil Moisture Content by Mass | EA    | \$25.00   |
| ASTM D698 Maximum Density Std Effort     | EA    | \$210.00  |
| ASTM D1557 Max Density Optimum Moisture  | EA    | \$210.00  |
| ASTM D2974 Moisture, Ash, Organic Matter | EA    | \$75.00   |
| ASTM D4972 pH of Soils                   | EA    | \$80.00   |
| ASTM D2844 R-Value & Expansive Pressures | EA    | \$325.00  |
| ASTM D2419 Sand Equivalent               | EA    | \$120.00  |
| ASTM D2434 Const Head Permeability Test  | EA    | \$350.00  |
| ASTM D422 Sieve Analysis of Soil         | EA    | \$250.00  |
| ASTM D1140 Materials Finer than #200     | EA    | \$100.00  |
| ASTM D422 Hydrometer Analysis            | EA    | \$175.00  |
| ASTM D854 Specific Gravity of Soils      | EA    | \$195.00  |
| ASTM D4546 Swell Potential               | EA    | \$175.00  |
| ASTM D4943 Shrinkage Factor by Resin     | EA    | \$190.00  |
| ASTM D559 Soil Cement Sample Preparation | EA    | \$100.00  |
| ASTM D1633 Compression Test Soil Cement  | EA    | \$75.00   |
| ASTM D558 Soil-Cement Maximum Density    | EA    | \$275.00  |
| AASHTO T100 Specific Gravity of Soils    | EA    | \$200.00  |

### Laboratory Tests - Masonry

| Product Name                          | Units | Rate (\$) |
|---------------------------------------|-------|-----------|
| ASTM C140 Block Compressive Strength  | SET   | \$65.00   |
| ASTM C140 Block Moisture & Absorption | SET   | \$75.00   |
| ASTM C426 Block Linear Shrinkage      | SET   | \$275.00  |

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## Schedule of Fees and General Terms

|  |     |          |
|--|-----|----------|
| ASTM C140 Block Unit Wt & Dimensions     | SET | \$195.00 |
| ASTM C90 Masonry Block Conformance       | SET | \$550.00 |
| ASTM C67 Brick Compressive Strength      | SET | \$85.00  |
| ASTM C67 Brick Moisture & Absorption     | SET | \$75.00  |
| ASTM C67 Brick 5 Hour Boil               | EA  | \$95.00  |
| ASTM C67 Brick Modulus of Rupture        | EA  | \$95.00  |
| ASTM C780 Mortar Cylinder Compression    | EA  | \$30.00  |
| ASTM C1019 Grout Prism Compression       | EA  | \$30.00  |
| ASTM C1314 Masonry Core Comp Str 8" Max  | EA  | \$65.00  |
| ASTM C1314 Masonry Core Shear Str 8" Max | EA  | \$75.00  |
| ASTM E519 Assemblage Comp Str 8" Block   | EA  | \$85.00  |
| ASTM E519 Assemblage Comp Str 12" Block  | EA  | \$100.00 |
| ASTM E519 Assemblage Comp Str 16" Block  | EA  | \$125.00 |
| ASTM C109 Compressive Strength 2" Cube   | EA  | \$30.00  |

### Laboratory Tests - Concrete

| Product Name                             | Units | Rate (\$) |
|--|-------|-----------|
| ASTM C39 Concrete Cyl Cured or Tested    | EA    | \$25.00   |
| ASTM C42 Compressive Strength, Core      | EA    | \$65.00   |
| ASTM C39 Cyl Tested out of Sequence      | EA    | \$35.00   |
| ASTM C495 Lightweight Concrete Strength  | EA    | \$45.00   |
| ASTM C78 Flexural Strength, Beam         | EA    | \$85.00   |
| ASTM C1140 Shotcrete Panel Test          | SET   | \$250.00  |
| ASTM C138 Unit Weight of Concrete        | EA    | \$55.00   |
| ASTM C157 Concrete Shrinkage (Set of 3)  | SET   | \$450.00  |
| ASTM C649 Concrete Modulus of Elasticity | EA    | \$150.00  |
| ASTM C496 Splitting Tensile Test         | EA    | \$90.00   |
| ASTM C495 Density - Lightweight Concrete | EA    | \$175.00  |
| AASHTO T336 Coefficient of Thermal Exp   | EA    | \$500.00  |

### Laboratory Tests - Caltrans

| Product Name                             | Units | Rate (\$) |
|--|-------|-----------|
| CT202 Sieve Analysis, Combined Agg       | EA    | \$180.00  |
| CT202 Sieve Analysis, Fine Agg           | EA    | \$150.00  |
| CT202 Sieve Analysis, Coarse Agg         | EA    | \$135.00  |
| CT235 Flat and Elongated Particles       | EA    | \$285.00  |
| CT205 Percentage Crushed Particles       | EA    | \$150.00  |
| CT207 Specific Gravity, Fine Aggregate   | EA    | \$165.00  |
| CT206 Specific Gravity, Coarse Aggregate | EA    | \$125.00  |
| CT208 Apparent Specific Gravity of Fines | EA    | \$200.00  |
| CT229 Durability Index                   | EA    | \$300.00  |
| CT234 Angularity & Voids, Fine Agg       | EA    | \$195.00  |
| CT211 Abrasion, Los Angeles Rattler      | EA    | \$250.00  |
| CT227 Cleanliness Value                  | EA    | \$285.00  |
| CT213 Organic Impurities in Sand         | EA    | \$95.00   |
| CT214 Soundness by Sodium Sulfate        | EA    | \$375.00  |
| CT226 Moisture Content by Oven Drying    | EA    | \$25.00   |
| CT217 Sand Equivalent                    | EA    | \$120.00  |
| CT308(A) Core Density Paraffin Coated    | EA    | \$50.00   |
| CT308(C) Core Density SSD                | EA    | \$45.00   |
| CT303 Approximate Bitumen Ratio          | EA    | \$250.00  |
| CT304/308(A) LTMD Kneading Compactor     | EA    | \$325.00  |

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## Schedule of Fees and General Terms

|   |     |            |
|---|-----|------------|
| CT305 Swell of Bituminous Mixtures        | EA  | \$350.00   |
| CT366 Stabilometer Value                  | EA  | \$265.00   |
| CT308(A)/366 Stability and Density        | EA  | \$325.00   |
| CT308(C)/366 Stability and Density        | EA  | \$325.00   |
| CT309 Maximum Theoretical Density         | EA  | \$200.00   |
| CT370 Moisture Content by Microwave       | EA  | \$75.00    |
| CT379 Asphalt Content Nuclear Gauge       | EA  | \$200.00   |
| CT382 Ignition Oven Correction Factor     | EA  | \$300.00   |
| CT382 Asphalt Content by Ignition         | EA  | \$185.00   |
| CT371 Tensile Strength Ratio              | EA  | \$1,100.00 |
| CT302 Film Stripping                      | EA  | \$250.00   |
| CT521 Concrete Cyl Compressive Strength   | EA  | \$25.00    |
| CT523 Concrete Flexural Strength, Beam    | EA  | \$85.00    |
| CT531 Length of Drilled Concrete Cores    | EA  | \$45.00    |
| CT550 Surface Abrasion of Concrete        | EA  | \$400.00   |
| CT534 Water Retention, Liq Curing Cmpnd   | EA  | \$425.00   |
| CT521 Compressive Strength LCB            | EA  | \$25.00    |
| CT524 RSC Flexural Strength, Beam         | EA  | \$85.00    |
| CT515 Relative Mortar Strength, PCC Sand  | EA  | \$600.00   |
| CT670 Tensile Strength up to #8           | EA  | \$50.00    |
| CT670 Tensile Strength #8 - #11           | EA  | \$75.00    |
| CT670 Tensile Strength #14                | EA  | \$100.00   |
| CT670 Tensile Strength #18                | EA  | \$150.00   |
| CT 52-1-08C Slip Test                     | EA  | \$150.00   |
| CT670 Operator Qualification up to #8     | LOT | \$350.00   |
| CT670 Operator Qualification #9 - #11     | LOT | \$400.00   |
| CT670 Operator Qualification #14          | LOT | \$600.00   |
| CT670 Operator Qualification #18          | LOT | \$850.00   |
| CT670 Operator Qualification up to #8     | EA  | \$300.00   |
| CT670 Operator Qualification #9 - #11     | EA  | \$350.00   |
| CT670 Operator Qualification #14          | EA  | \$450.00   |
| CT670 Operator Qualification #18          | EA  | \$600.00   |
| CT670 Production Lot up to #8 (Service)   | LOT | \$250.00   |
| CT670 Production Lot #9 to #11 (Service)  | LOT | \$300.00   |
| CT670 Production Lot #18 (Service)        | LOT | \$550.00   |
| CT670 Production Lot #14 (Service)        | LOT | \$400.00   |
| CT670 Production Lot up to #8 (Ultimate)  | LOT | \$300.00   |
| CT670 Production Lot #9 to #11 (Ultimate) | LOT | \$350.00   |
| CT670 Production Lot #14 (Ultimate)       | LOT | \$550.00   |
| CT670 Production Lot #18 (Ultimate)       | LOT | \$750.00   |
| CT204 Plasticity Index, Atterberg         | EA  | \$225.00   |
| CT209 Specific Gravity of Soil            | EA  | \$200.00   |
| CT216 CA Impact Max Density               | EA  | \$225.00   |
| CT216 CA Impact, Rock Correction          | EA  | \$45.00    |
| CT301 Resistance R-Value Stabilometer     | EA  | \$320.00   |
| CT417 Soluble Sulfates                    | EA  | \$95.00    |
| CT422 Chloride Content                    | EA  | \$80.00    |
| CT643 Resistivity and pH                  | EA  | \$95.00    |

### Laboratory Tests - Asphalt

| Product Name                  | Units | Rate (\$) |
|-------------------------------|-------|-----------|
| ASTM D2726 Core Density (SSD) | EA    | \$45.00   |

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## Schedule of Fees and General Terms

|  |    |            |
|--|----|------------|
| ASTM D1188 Core Density Parafilm Coated  | EA | \$50.00    |
| ASTM D6926 Lab Max Density Marshall      | EA | \$250.00   |
| ASTM D6927 Marshal Stability and Flow    | EA | \$325.00   |
| ASTM D1561 LTMD Kneading Compactor       | EA | \$260.00   |
| ASTM D1560 Hveem Stability and Density   | EA | \$325.00   |
| ASTM D2041 Maximum Theoretical Density   | EA | \$195.00   |
| ASTM D1560 Hveem Stability               | EA | \$225.00   |
| ASTM D6307 Ignition Oven Calibration     | EA | \$300.00   |
| ASTM D6307 Asphalt Content by Ignition   | EA | \$185.00   |
| ASTM D2172 Asphalt Content by Solvents   | EA | \$275.00   |
| ASTM D4125 Asphalt Content Nuclear Gauge | EA | \$250.00   |
| ASTM D5444 Gradation of Extracted Agg    | EA | \$200.00   |
| ASTM D244 Emulsion Residue Evaporation   | EA | \$175.00   |
| ASTM D244 Emulsion Sieve Analysis        | EA | \$115.00   |
| ASTM D3910 Wet Track Abrasion            | EA | \$150.00   |
| AASHTO T324 Hamburg Wheel Tracking Test  | EA | \$900.00   |
| AASHTO T283 Tensile Strength Ratio       | EA | \$1,100.00 |
| AASHTO T312/T275 LTMD Gyratory Compactor | EA | \$325.00   |
| AASHTO T308 Asphalt Content by Ignition  | EA | \$185.00   |
| AASHTO T209 Theoretical Maximum Density  | EA | \$195.00   |
| AASHTO T308A AC Correction Factor        | EA | \$350.00   |
| AASHTO T324 Hamburg Wheel Tracking RHMA  | EA | \$900.00   |
| AASHTO T283 Tensile Strength Ratio RHMA  | EA | \$1,100.00 |
| AASHTO T312/T275 LTMD Gyratory Comp RHMA | EA | \$325.00   |

### Laboratory Tests - Aggregates

| Product Name                             | Units | Rate (\$) |
|--|-------|-----------|
| ASTM C131 Abrasion, Los Angeles Rattler  | EA    | \$250.00  |
| ASTM C40 Organic Impurities in Fine Agg  | EA    | \$95.00   |
| ASTM C127 Specific Gravity, Coarse Agg   | EA    | \$150.00  |
| ASTM C128 Specific Gravity, Fine Agg     | EA    | \$175.00  |
| ASTM C1252 Angularity & Voids, Fine Agg  | EA    | \$175.00  |
| ASTM C566 Moisture Content by Drying     | EA    | \$20.00   |
| ASTM D2419 Sand Equivalent               | EA    | \$120.00  |
| ASTM C117 Materials Finer than No. 200   | EA    | \$100.00  |
| ASTM C289 Alkali-Silica Reactivity       | EA    | \$500.00  |
| ASTM D4791 Flat & Elongated Particles    | EA    | \$275.00  |
| ASTM D5821 Percent Fractured Particles   | EA    | \$150.00  |
| ASTM C123 Percent Lightweight Particles  | EA    | \$200.00  |
| ASTM C88 Soundness by Sodium Sulfate     | EA    | \$400.00  |
| ASTM C136 Sieve Analysis, Combined Agg   | EA    | \$175.00  |
| ASTM C136 Sieve Analysis, Fine Agg       | EA    | \$150.00  |
| ASTM C136 Sieve Analysis, Coarse Agg     | EA    | \$135.00  |
| ASTM C142 Clay Lumps & Friable Particles | EA    | \$190.00  |
| AASHTO T304 Angularity & Voids in Fines  | EA    | \$165.00  |
| AASHTO T84 Specific Gravity, Fine Agg    | EA    | \$175.00  |
| AASHTO T85 Specific Gravity, Coarse Agg  | EA    | \$150.00  |
| AASHTO T96 Abrasion, Los Angeles Rattler | EA    | \$250.00  |
| AASHTO T27 Sieve Analysis, Combined Agg  | EA    | \$175.00  |
| AASHTO T27 Sieve Analysis, Fine Agg      | EA    | \$150.00  |
| AASHTO T27 Sieve Analysis, Coarse Agg    | EA    | \$135.00  |
| AASHTO T176 Sand Equivalent              | EA    | \$120.00  |

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## Schedule of Fees and General Terms

|                               |    |          |
|-------------------------------|----|----------|
| AASHTO T335 Crushed Particles | EA | \$150.00 |
|-------------------------------|----|----------|

### Equipment Charges

| Product Name                                      | Units | Rate (\$)  |
|---|-------|------------|
| Portable Drilling Equipment w/ Operator           | HR    | \$400.00   |
| Mobile Laboratory Trailer & Testing Equipment     | DAY   | \$450.00   |
| Stationary Laboratory Trailer & Testing Equipment | MO    | \$450.00   |
| Mileage   | MILE  | Quote      |
| Diamond Bit Core Rig and Generator                | DAY   | \$400.00   |
| Nuclear Density Test Gauge                        | DAY   | \$25.00    |
| Hand Held Turbidity Meter                         | DAY   | \$20.00    |
| Ultrasonic Test Unit and Consumables              | DAY   | \$50.00    |
| Magnetic Particle Test Unit                       | DAY   | \$50.00    |
| Skidmore  | DAY   | \$50.00    |
| Schmidt Hammer                                    | DAY   | \$50.00    |
| Torque Wrench                                     | DAY   | \$50.00    |
| Proof Load Testing Equipment                      | DAY   | \$100.00   |
| Drilling Equip Mobilization / De-Mob              | EA    | \$600.00   |
| ASTM C1028 Coefficient of Friction                | DAY   | \$350.00   |
| Mini Environmental Quality Meter                  | DAY   | \$250.00   |
| Inertial Profiler                                 | DAY   | \$1,800.00 |
| Materials / Supplies                              | LS    | Quote      |
| Misc Permits                                      | LS    | Quote      |
| Misc Fees   | HR    | Quote      |
| Misc Subconsultant                                | LS    | Quote      |
| Set of Aerial Photographs                         | EA    | Quote      |
| Blueprinting                                      | EA    | Quote      |
| Dutch Cone Penetrometer with Operator             | HR    | \$250.00   |
| Hollow Stem Auger Drill Rig w/ Operator           | HR    | \$350.00   |
| Portable Drilling Equipment w/ Operator           | HR    | \$400.00   |
| Bucket Auger Drill Rig with Operator              | HR    | \$450.00   |
| Air Rotary Drill Rig with Operator                | HR    | \$500.00   |
| Rotary Wash Drill Rig with Operator               | HR    | \$500.00   |
| Per Diem  | DAY   | \$135.00   |



## Schedule of Fees and General Terms

### TERMS AND CONDITIONS

#### GENERAL CHARGES

RMA GeoScience requires twenty-four (24) hour prior notification for scheduling inspectors and/or technicians.

All inspection hours will be billed portal to portal in the following increments:

There will be a minimum two (2) hour charge for any RMA GeoScience employee presence on site.

Two (2) hour increments thereafter.

When personnel are required to work in excess of 5 hours without an uninterrupted meal period of 30 minutes, due to project constraints, ½ hour will be charged at double time rates in addition to any applicable hours worked.

Rates are valid through June 30, 2021. Rates for personnel will increase by 3% per year on July 1st of each subsequent year.

Certified Payroll Reports will be prepared upon request. There will be a \$75.00 charge for each certified payroll report.

Outside services will be billed at cost plus 15% unless billed directly to and paid for by Client.

Requests made by client for management attendance at meetings at the project site will be charged at standard rate.

Administrative/clerical support will be charged at 3% of the monthly direct charges.

#### OVERTIME CHARGES

Work performed in excess of 8 hours per day and / or up to eight (8) hours on Saturdays will be billed at 1.50 times the unit rate.

Work performed on Sunday, recognized holidays, or in excess of eight (8) hours on Saturdays will be billed at 2.00 times the unit rate.

A 20% surcharge will be applied for laboratory tests performed on a Saturday or Sunday.

#### PER DIEM AND TRAVEL CHARGES

An \$150.00 charge per day will be applied when our personnel are required to stay overnight at remote locations.

Time will be billed at the unit rate while traveling to a remote location or if a location requires an overnight stay.

Mileage for travel outside a 50-mile radius from either the project site or the nearest RMA facility whichever is closest, will be charged at a rate of \$0.55 per mile.

#### NIGHT WORK

A \$5.00 per hour surcharge will be added to all personnel rates for work performed during night shifts.

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

TO: Joy Gabler

FROM: Jaime Martinez

DATE: May 17, 2021

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

☐ Information  
☒ Action

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **May 26, 2021**

**ITEM:** Hear public input on CSEA's Initial Proposal for 2021-2022 amendments to the 2020-2023 Collective Bargaining Agreement between Hanford Elementary School District (HESD) and CSEA (reopened articles). The current 3-year agreement allows for re-negotiating Article 22 Health and Welfare Benefits, Article 23 Pay and Allowances and two additional Articles each.

**PURPOSE:** CSEA's Initial Proposal for 2021-2022 Amendments to the Collective Bargaining Agreement with HESD was presented at the May 12, 2021, Board Meeting. Comments from the public regarding the proposal are to be heard prior to Board action to accept the proposal [Gov. Code 3547 (b) and (c)].

**FISCAL IMPACT:** Unknown at this time.

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

## **INITIAL PROPOSAL**

of the California School Employees Association (CSEA) and its Hanford Chapter #344  
to the Hanford Elementary School District (District)  
for the 2021-2022 Reopener Contract Negotiations

April 15, 2021

### Article 16—LEAVES

CSEA seeks to make modifications to the personal necessity leave.

### Article 22—HEALTH AND WELFARE BENEFITS

CSEA seeks an increase in the District's contribution toward health and welfare benefits.

### Article 23—PAY AND ALLOWANCES

CSEA seeks a fair and equitable salary increase for the 2021-22 school year.

### Community Day School (CDS) Reclassification

Pursuant to Article 18, CSEA seeks to bring this to negotiations to come to an agreement on the CDS reclassification brought forth in the previous school year.

All other provisions of the collective bargaining agreement in force to June 30, 2023 shall remain in full force and effect.

The Association reserves the right to make additional proposals at any time during the bargaining process; including but not limited to responses to proposals made by the District.



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

TO: Joy Gabler

FROM: Jaime Martinez

DATE: May 17, 2021

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

☐ Information  
☒ Action

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **May 26, 2021**

**ITEM:** Hear public input on Hanford Elementary School District's Initial Proposal for 2021-2022 amendments to the 2020-2023 Collective Bargaining Agreement between Hanford Elementary School District (HESD) and CSEA (reopened articles). The current 3-year agreement allows for re-negotiating Article 22 Health and Welfare Benefits, Article 23 Pay and Allowances and two additional Articles each.

**PURPOSE:** The District's Initial Proposal for 2021-2022 Amendments to the Collective Bargaining Agreement with CSEA was presented at the May 12, 2021, Board Meeting. Comments from the public regarding the proposal are to be heard prior to Board action to accept the proposal [Gov. Code 3547 (b) and (c)].

**FISCAL IMPACT:** Unknown at this time.

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

**HANFORD ELEMENTARY SCHOOL DISTRICT'S  
INITIAL PROPOSAL  
CSEA CONTRACT REOPENERS 2021-2022  
Effective July 1, 2021**

**Article 9: Unit Vacancies**

Increase the timeframe for a prior recruitment vacancy.

**Article 16: Leaves**

Update Family Illness/Injury leave to align with Labor Code.

**Article 22: Health and Welfare Benefits**

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

**Article 23: Pay and Allowances**

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

**Discuss Reclassification Request for Community Day School Specialist**

## HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Joy C. Gabler

FROM: Karen McConnell

DATE: May 13, 2021

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

FOR: ☐ Information  
☒ Action

Date you wish to have your item considered: May 26, 2021

**ITEM:** Approve recommended revisions to Administrative Policy 0430 – Comprehensive Local Plan for Special Education

**PURPOSE:** Regulation updated to reflect new law (SB98) which extends from July 1, 2021 to July 1, 2023, the date by which the Special Education Local Plan Area (SELPA) must include in its local plan an annual assurance support plan demonstrating how the SELPA and its participating agencies are coordinating to assure effective outcomes for students with disabilities.

**FISCAL IMPACT:** None

**RECOMMENDATIONS:** Approve

**Regulation 0430: Comprehensive Local Plan For Special Education**

**Status:** DRAFT

**Original Adopted Date:** 11/09/2016 | **Last Revised Date:** 12/14/2016

**Definitions**

Free appropriate public education (FAPE) means special education and related services that are provided at public expense, under public supervision and direction, and without charge; meet the standards of the California Department of Education, including the requirements of 34 CFR 300.1-300.818; include appropriate preschool, elementary school, or secondary school education for individuals between the ages of 3 and 21; and are provided in conformity with an individualized education program (IEP) that meets the requirements of 34 CFR 300.320-300.324. (34 CFR 300.17, 300.101, 300.104; Education Code 56040).

Least restrictive environment means that, to the maximum extent appropriate, students with disabilities, including individuals in public or private institutions or other care facilities, be educated with individuals who are non-disabled, including the provision of nonacademic and extracurricular services and activities. Special classes, separate schooling, or other removal of students with disabilities from the regular educational environment occurs only if the nature or severity of the disability is such that education in the regular classes with the use of supplementary aids and services cannot be achieved satisfactorily. (34 CFR 300.107, 300.114, 300.117; Education Code 56040.1)

**Elements of the Local Plan**

The local plan developed by the Special Education Local Plan Area (SELPA) shall include, but not be limited to: (Education Code 56122, 56205, 56206)

1. Policies, procedures, and programs, that are consistent with state laws, regulations, and policies and 20 USC 1412(a), 20 USC 1413(a)(1), and 34 CFR 300.201 governing the following:
  - a. Free appropriate public education
  - b. Full educational opportunity
  - c. Child find and referral
  - d. Individualized education programs, including development, implementation, review, and revision
  - e. Least restrictive environment
  - f. Procedural safeguards
  - g. Annual and triennial assessments
  - h. Confidentiality
  - i. Transition from the Infants and Toddlers with Disabilities programs pursuant to 20 USC 1431 to the preschool program
  - j. Children in private schools
  - k. Compliance assurances, including general compliance with the federal Individuals with Disabilities Education Act (20 USC 1400-1482), Section 504 of the federal Rehabilitation Act of 1973 (29 USC 794), the federal Americans with Disabilities Act of 1990 (42 USC 12101-12213), related federal regulations, and Education Code 56000-56865
  - l. A description of the governance and administration of the local plan in accordance with Education Code 56205(a)(12)

- m. Personnel qualification to ensure that personnel, including special education teachers and personnel and paraprofessionals are appropriately and adequately prepared and trained in accordance with Education Code 56058 and 56070 and 20 USC 1412(a)(14) and 1413(a)(3)
  - n. Performance goals and indicators
  - o. Participation in state and districtwide assessments, including assessments described in 20 USC 6301 et seq. and alternate assessments in accordance with 20 USC 1412(a)(16), and reports relating to assessments
  - p. Supplementation of state, local, and other federal funds, including nonsupplantation of funds
  - q. Maintenance of financial effort
  - r. Opportunities for public participation before adoption of policies and procedures
  - s. Suspension and expulsion rates
  - t. Access to instructional materials by blind individuals with exceptional needs and others with print disabilities in accordance with 20 USC 1412(a)(23)
  - u. Overidentification and disproportionate representation by race and ethnicity of children as individuals with exceptional needs, including children with disabilities with a particular impairment described in 20 USC 1401 and 1412(a)(24)
  - v. Prohibition of mandatory medication use pursuant to Education Code 56040.5 and 20 USC 1412(a)(25)
2. An annual budget plan, including descriptions of the SELPA's allocation plan in accordance with Education Code 56836-56845, all revenues by revenue source received by the SELPA specifically for the purpose of special education, a breakdown of the distribution of funds to each local educational agency (LEA) within the SELPA, projected total special education expenditures by each LEA, projected total expenditures by the SELPA and the LEAs within the SELPA, projected funding to be received specifically for regionalized operations, and a breakdown of projected SELPA operating expenditures
  3. An annual service plan, describing the services to be provided by each LEA, regardless of whether the LEA participates in the local plan, including the nature of the services and the physical location at which the services will be provided. This description shall demonstrate that all individuals with exceptional needs shall have access to services and instruction appropriate to meet their needs as specified in their individualized education programs.
  4. Beginning July 1, 2023, an annual assurances support plan to demonstrate how the SELPA and its participating agencies are coordinating for purposes of assuring effective outcomes for students with disabilities, including a description of:
    - a. How the governing board of the SELPA will support participating agencies in achieving the goals, actions, and services identified in their local control and accountability plans
    - b. How the governing board of the SELPA will connect participating agencies in need of technical assistance to the statewide system of support
    - c. The services, technical assistance, and support the governing board of the SELPA will provide to meet the required policies, procedures, and programs specified in Education Code 56205
  5. A description of programs for early childhood special education from birth through five years of age

6. A description of the method by which members of the public, including parents/guardians of individuals with disabilities who are receiving services under the plan, may address questions or concerns pursuant to Education Code 56205
7. A description of a dispute resolution process, including mediation and arbitration to resolve disputes over the distribution of funding, the responsibility for service provision, and the other governance activities specified within the local plan
8. Verification that the plan has been reviewed by the community advisory committee in accordance with Education Code 56205 and that the committee had at least 30 days to conduct this review before submission of the local plan to CDE
9. A description of the process being utilized to refer students for special education instruction pursuant to Education Code 56303
10. A description of the process being utilized to oversee and evaluate placements in nonpublic, nonsectarian schools, the method of ensuring that all requirements of each student's IEP are being met, and a method for evaluating whether the student is making appropriate educational progress
11. A description of how specialized equipment and services will be distributed within the local plan area in a manner that minimizes the necessity to serve students in isolated sites and maximizes the opportunities to serve students in the least restrictive environment

The local plan, annual budget plan, annual service plan, and annual assurances support plan shall be written in language that is understandable to the general public. They shall be adopted at a public hearing of the SELPA, for which notice of the hearing shall be posted in each school in the SELPA at least 15 days before the hearing. (Education Code 56205)

#### Availability of the Plan

The Superintendent or designee shall post on the district's website the approved local plan, annual budget plan, annual service plan, and annual assurances support plan and any updates or revisions to the plans. A complete copy of the local plan, annual budget plan, annual service plan, annual assurances support plan, and policies and procedures shall be held on file in the district office and shall be accessible to any interested party. (Education Code 56205.5)

**Policy Reference Disclaimer:** These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

#### State References

5 CCR 3000-3089  
 Ed. Code 56000-56001  
 Ed. Code 56020-56035  
 Ed. Code 56040-56046  
 Ed. Code 56048-56050  
 Ed. Code 56055  
 Ed. Code 56060-56063  
 Ed. Code 56170-56177  
 Ed. Code 56190-56194  
 Ed. Code 56195-56195.10  
 Ed. Code 56205-56208

#### Description

Regulations governing special education  
 Education for individuals with exceptional needs  
 Definitions  
 General provisions  
 Surrogate parents  
 Foster parents  
 Substitute teachers in special education  
 Children enrolled in private schools  
 Community advisory committees  
 Local plans  
 Local plan requirements 56213 Special education local plan

|                         |   |
|-------------------------|---|
| Ed. Code 56213          | Special education local plan areas with small or sparse populations |
| Ed. Code 56240-56245    | Staff development   |
| Ed. Code 56300-56385    | Identification and referral, assessment, instructional planning     |
| Ed. Code 56440-56447.1  | Programs for individuals between the ages of three and five years   |
| Ed. Code 56500-56508    | Procedural safeguards, including due process rights                 |
| Ed. Code 56520-56524    | Behavioral interventions  |
| Ed. Code 56600-56606    | Evaluation, audits and information                                  |
| Ed. Code 56836-56836.05 | Administration of local plan  |
| Gov. Code 7579.5        | Surrogate parent, appointment, qualifications, liability            |
| Gov. Code 95000-95029   | California Early Intervention Services Act                          |
| W&I Code 361            | Limitations on parental control                                     |
| W&I Code 726            | Limitations on parental control                                     |

### Federal References

20 USC 1232g  
 20 USC 1400-1482  
 29 USC 794  
 34 CFR 104.1-104.39  
 34 CFR 300.1-300.818  
 34 CFR 300.500-300.520  
 34 CFR 303.1-303.654  
 34 CFR 99.10-99.22  
 42 USC 12101-12213

### Management Resources References

Website

Website

### Cross References

0400

0420.4

0420.4

0460

0460

1220

1220

### Description

Family Educational Rights and Privacy Act (FERPA) of 1974  
 Individuals with Disabilities Education Act  
 Rehabilitation Act of 1973, Section 504  
 Section 504 of the Rehabilitation Act of 1973  
 Assistance to states for the education of students with disabilities  
 Procedural safeguards and due process for parents and students  
 Early intervention program for infants and toddlers with disabilities  
 Inspection, review and procedures for amending education records  
 Americans with Disabilities Act

### Description

California Department of Education, Special Education -  
<https://simbli.eboardsolutions.com/SU/wbtzINw8puwslshjTsrnVmBCA==>  
 U.S. Department of Education, Office of Special Education Programs -  
<https://simbli.eboardsolutions.com/SU/v4l2D9cNplus2KZ0yVtPslshvZhg==>

### Description

Comprehensive Plans -  
<https://simbli.eboardsolutions.com/SU/dLhbQOV1hOZvZ64vPFc7Ug==>  
 Charter School Authorization -  
<https://simbli.eboardsolutions.com/SU/FJpL4BDDslshvi9eTO7RYy48A==>  
 Charter School Authorization -  
<https://simbli.eboardsolutions.com/SU/7RgT1C9JEPkokFwBpz5NVg==>  
 Local Control And Accountability Plan -  
<https://simbli.eboardsolutions.com/SU/gGplush8ivcRdlU9slsh2xJ4CtRQ==>  
 Local Control And Accountability Plan -  
<https://simbli.eboardsolutions.com/SU/yPyO74Acplus62hPzZ8JUI8Lw==>  
 Citizen Advisory Committees -  
<https://simbli.eboardsolutions.com/SU/Ql4uN978slshgJO01cckzdTyw==>  
 Citizen Advisory Committees -  
<https://simbli.eboardsolutions.com/SU/Bi5hmnvlsishzuoqwOfhcpWPA==>

|         |  |
|---------|--|
| 1312.3  | Uniform Complaint Procedures -<br><a href="https://simbli.eboardsolutions.com/SU/fUA3jplus6KeSpBgRVCKLrseQ==">https://simbli.eboardsolutions.com/SU/fUA3jplus6KeSpBgRVCKLrseQ==</a>  |
| 1312.3  | Uniform Complaint Procedures -<br><a href="https://simbli.eboardsolutions.com/SU/iN56JWXd0VQZIHrBGBpBXw==">https://simbli.eboardsolutions.com/SU/iN56JWXd0VQZIHrBGBpBXw==</a>  |
| 3541.2  | Transportation For Students With Disabilities -<br><a href="https://simbli.eboardsolutions.com/SU/k5F9xQH1GNVF6FUILe57dw==">https://simbli.eboardsolutions.com/SU/k5F9xQH1GNVF6FUILe57dw==</a>                                   |
| 3542    | School Bus Drivers -<br><a href="https://simbli.eboardsolutions.com/SU/b8PpYcHknIN5FDoXzOslshCNQ==">https://simbli.eboardsolutions.com/SU/b8PpYcHknIN5FDoXzOslshCNQ==</a>  |
| 4112.23 | Special Education Staff -<br><a href="https://simbli.eboardsolutions.com/SU/qlqL1MDdd6CpV7sqbJFCcQ==">https://simbli.eboardsolutions.com/SU/qlqL1MDdd6CpV7sqbJFCcQ==</a>   |
| 5144.2  | Suspension And Expulsion/Due Process (Students With Disabilities) -<br><a href="https://simbli.eboardsolutions.com/SU/bJ9BfrAyiOM1a9rGZU0EtQ==">https://simbli.eboardsolutions.com/SU/bJ9BfrAyiOM1a9rGZU0EtQ==</a>               |
| 6020    | Parent Involvement -<br><a href="https://simbli.eboardsolutions.com/SU/oA2aBIYNkCpgZYjd3ZAwow==">https://simbli.eboardsolutions.com/SU/oA2aBIYNkCpgZYjd3ZAwow==</a>  |
| 6020    | Parent Involvement -<br><a href="https://simbli.eboardsolutions.com/SU/XCbts746RWFqijEE8GPNpQ==">https://simbli.eboardsolutions.com/SU/XCbts746RWFqijEE8GPNpQ==</a>  |
| 6146.4  | Differential Graduation And Competency Standards For Students With Disabilities -<br><a href="https://simbli.eboardsolutions.com/SU/S30aRrMY0jn4Ua0fK0AuAQ==">https://simbli.eboardsolutions.com/SU/S30aRrMY0jn4Ua0fK0AuAQ==</a> |
| 6159    | Individualized Education Program -<br><a href="https://simbli.eboardsolutions.com/SU/mrkWNmu6HXI5jwnslshCEsqEw==">https://simbli.eboardsolutions.com/SU/mrkWNmu6HXI5jwnslshCEsqEw==</a>  |
| 6159    | Individualized Education Program -<br><a href="https://simbli.eboardsolutions.com/SU/DeN9HStTt62obomUMqoh2Q==">https://simbli.eboardsolutions.com/SU/DeN9HStTt62obomUMqoh2Q==</a>  |
| 6159.1  | Procedural Safeguards And Complaints For Special Education -<br><a href="https://simbli.eboardsolutions.com/SU/VVkhsi3ltpVmrMTYITQwuA==">https://simbli.eboardsolutions.com/SU/VVkhsi3ltpVmrMTYITQwuA==</a>                      |
| 6159.1  | Procedural Safeguards And Complaints For Special Education -<br><a href="https://simbli.eboardsolutions.com/SU/zjve5llcmOialMd9hRslshDlw==">https://simbli.eboardsolutions.com/SU/zjve5llcmOialMd9hRslshDlw==</a>                |
| 6159.2  | Nonpublic, Nonsectarian School And Agency Services For Special Education -<br><a href="https://simbli.eboardsolutions.com/SU/qKtWKARhYZtPRVyIVGvmmQ==">https://simbli.eboardsolutions.com/SU/qKtWKARhYZtPRVyIVGvmmQ==</a>        |
| 6159.2  | Nonpublic, Nonsectarian School And Agency Services For Special Education -<br><a href="https://simbli.eboardsolutions.com/SU/kXcOkzneOZYCOxTe5GSLlg==">https://simbli.eboardsolutions.com/SU/kXcOkzneOZYCOxTe5GSLlg==</a>        |
| 6159.3  | Appointment Of Surrogate Parent For Special Education Students -<br><a href="https://simbli.eboardsolutions.com/SU/COZPD5l6SqN6LoWTL4lz7A==">https://simbli.eboardsolutions.com/SU/COZPD5l6SqN6LoWTL4lz7A==</a>                  |
| 6159.3  | Appointment Of Surrogate Parent For Special Education Students -<br><a href="https://simbli.eboardsolutions.com/SU/xGPm9Ja5iHNKe9Hf9bAHjg==">https://simbli.eboardsolutions.com/SU/xGPm9Ja5iHNKe9Hf9bAHjg==</a>                  |
| 6159.4  | Behavioral Interventions For Special Education Students -<br><a href="https://simbli.eboardsolutions.com/SU/Qo2VRbOsJWo0nr3gwmWYnw==">https://simbli.eboardsolutions.com/SU/Qo2VRbOsJWo0nr3gwmWYnw==</a>                         |
| 6164.4  | Identification And Evaluation Of Individuals For Special Education -<br><a href="https://simbli.eboardsolutions.com/SU/SuslshwZaGBGCFACJRcyJuOKw==">https://simbli.eboardsolutions.com/SU/SuslshwZaGBGCFACJRcyJuOKw==</a>        |
| 6164.4  | Identification And Evaluation Of Individuals For Special Education -<br><a href="https://simbli.eboardsolutions.com/SU/Mfslh5plusjp8CjGgOTO8IYFA==">https://simbli.eboardsolutions.com/SU/Mfslh5plusjp8CjGgOTO8IYFA==</a>        |
| 6164.41 | Children With Disabilities Enrolled By Their Parents In Private School -<br><a href="https://simbli.eboardsolutions.com/SU/DiOOJPIQObEKYktAHf2slsh8Q==">https://simbli.eboardsolutions.com/SU/DiOOJPIQObEKYktAHf2slsh8Q==</a>    |
| 6164.41 | Children With Disabilities Enrolled By Their Parents In Private School -<br><a href="https://simbli.eboardsolutions.com/SU/zZNOkcI4A7plusJ8oZePGDAYA==">https://simbli.eboardsolutions.com/SU/zZNOkcI4A7plusJ8oZePGDAYA==</a>    |
| 6164.6  | Identification And Education Under Section 504 -<br><a href="https://simbli.eboardsolutions.com/SU/QbYAAokVSEt94prJULkGrCg==">https://simbli.eboardsolutions.com/SU/QbYAAokVSEt94prJULkGrCg==</a>                                |
| 6164.6  | Identification And Education Under Section 504 -<br><a href="https://simbli.eboardsolutions.com/SU/Il2yokXijul6zKjd25EdDw==">https://simbli.eboardsolutions.com/SU/Il2yokXijul6zKjd25EdDw==</a>                                  |



## HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Joy C. Gabler

FROM: Karen McConnell

DATE: May 13, 2021

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

FOR: ☐ Information  
☒ Action

Date you wish to have your item considered: May 26, 2021

**ITEM:** Approve recommended revisions to Administrative Policy & Board Policy 5141.31 – Immunizations

**PURPOSE:** Regulation updated to reflect new law which specifies conditions under which a medical exemption is effective. And updates outdated material regarding immunizations for enrollment of advancement to grade 7, and add material regarding immunization requirements, immunizations records and the California Immunization Registry (CAIR).

**FISCAL IMPACT:** None

**RECOMMENDATIONS:** Approve

**Policy 5141.31: Immunizations**

**Status:** DRAFT

**Original Adopted Date:** 12/11/2013 | **Last Revised Date:** 03/09/2016

To protect the health of all students and staff and to curtail the spread of infectious diseases, the Governing Board shall cooperate with state and local public health agencies to encourage and facilitate immunization of all district students against preventable diseases.

Each student enrolling for the first time in a district school, preschool, or child care and development program or advancing to grade 7 shall present an immunization record from any authorized private or public health care provider certifying that the student has received all required immunizations in accordance with law. Students shall be excluded from school or exempted from immunization requirements only as allowed by law.

Transfer student shall be requested to present immunization records upon registration at a district schools, if possible.

The Superintendent or designee may arrange for an authorized health care provider to administer immunizations at school to any student whose parent/guardian has consented in writing. At the beginning of the school year, parents/guardians shall be notified of their right to provide consent for the administration of an immunization to their child at school. (Education Code 49403)

**Policy Reference Disclaimer:** These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

**State References**

17 CCR 6000-6075

5 CCR 430

Ed. Code 44871

Ed. Code 46010

Ed. Code 48216

Ed. Code 48853.5

Ed. Code 48980

Ed. Code 49403

Ed. Code 49426

Ed. Code 49701

Ed. Code 51745-51749.6

H&S Code 120325-120380

H&S Code 120335

H&S Code 120395

H&S Code 120440

**Description**

School attendance immunization requirements -  
<https://simbli.eboardsolutions.com/SU/YzfyALHtH25cYebUH5ax1Q==>

Individual student records; definition

Qualifications of supervisor of health

Total days of attendance

Immunization

Immediate enrollment of foster youth

Required notification of rights

Cooperation in control of communicable disease and immunizations

Duties of school nurses

Flexibility in enrollment of children of military families

Independent study

Immunization against communicable diseases

Immunization requirement for admission

Information about meningococcal disease, including recommendation for vaccination

Disclosure of immunization information

**Federal References**

**Description**

20 USC 1232g  
34 CFR 99.1-99.67  
42 USC 11432

Family Educational Rights and Privacy Act (FERPA) of 1974  
Family Educational Rights and Privacy  
Immediate enrollment of homeless children

### Management Resources References

California Department of Public Health  
Publication  
California Department of Public Health  
Publication  
California Department of Public Health  
Publication  
California Department of Public Health  
Publication  
Education Audit Appeals Panel Publication  
U.S. Department of Education Guidance  
Website  
Website  
Website  
Website  
Website  
Website

### Description

Guide to Immunizations Required for Child Care  
Guide to Immunizations Required for School Entry  
Parents' Guide to Immunizations Required for Child Care  
Parents' Guide to Immunizations Required for School Entry  
Guide for Annual Audits of Local Education Agencies and State Compliance  
Reporting, July 2015  
Family Educational Rights and Privacy Act (FERPA) and H1N1, October 2009  
California Department of Public Health, Shots for Schools -  
<https://simbli.eboardsolutions.com/SU/1kVPGlnr8fFSaEb9SIFsOg==>  
Education Audit Appeals Panel -  
<https://simbli.eboardsolutions.com/SU/6VovW08Qz3ek2v0oFNslshtMg==>  
California Department of Public Health, Immunization Branch -  
<https://simbli.eboardsolutions.com/SU/NKrHQBjy11SnpkZLoDlcfQ==>  
Centers for Disease Control and Prevention -  
<https://simbli.eboardsolutions.com/SU/Gfx4spY2pCn7TBGiShp9oA==>  
U.S. Department of Education -  
<https://simbli.eboardsolutions.com/SU/XcSsJimoslsh3XhJKy4tplus7wplusA==>  
California Department of Education -  
<https://simbli.eboardsolutions.com/SU/os2jq5DcA2RawmY2VZ5FZQ==>

### Cross References

4119.41  
4219.41  
4319.41  
5030  
5111  
5111  
5112.1  
5112.1  
5112.2

### Description

Employees With Infectious Disease -  
<https://simbli.eboardsolutions.com/SU/uvkSF27NX1n7dEkiplusT58pA==>  
Employees With Infectious Disease -  
<https://simbli.eboardsolutions.com/SU/sbzJyT2OEyDXuTg550xf3w==>  
Employees With Infectious Disease -  
<https://simbli.eboardsolutions.com/SU/2CyV97gCtLTP5fuV6di93A==>  
Student Wellness -  
<https://simbli.eboardsolutions.com/SU/plusvLZ1HIBPZDEpuwAXJKMOQ==>  
Admission -  
<https://simbli.eboardsolutions.com/SU/1aoR6FkeunBL0Jvslshlutu3w==>  
Admission -  
<https://simbli.eboardsolutions.com/SU/jxTCDvJzsBJreSIIvboWlA==>  
Exemptions From Attendance -  
<https://simbli.eboardsolutions.com/SU/l6o9eEtyRUxvIQCVrpvFg==>  
Exemptions From Attendance -  
<https://simbli.eboardsolutions.com/SU/x3zgx20zbDz3glr36FpaKQ==>  
Exclusions From Attendance -  
<https://simbli.eboardsolutions.com/SU/MwslshrQ3UZc5M2XIjg7XgogQ==>

|             |   |
|-------------|---|
| 5125        | Student Records -<br><a href="https://simbli.eboardsolutions.com/SU/uiVJk3G6TkTplusVR2QwgWBtw==">https://simbli.eboardsolutions.com/SU/uiVJk3G6TkTplusVR2QwgWBtw==</a>                            |
| 5125        | Student Records -<br><a href="https://simbli.eboardsolutions.com/SU/aoTt3s0aYvG7sIshk1b5KoNOA==">https://simbli.eboardsolutions.com/SU/aoTt3s0aYvG7sIshk1b5KoNOA==</a>                            |
| 5141.22     | Infectious Diseases -<br><a href="https://simbli.eboardsolutions.com/SU/pluscwYbUaPGMCTYslshz3q7XcQg==">https://simbli.eboardsolutions.com/SU/pluscwYbUaPGMCTYslshz3q7XcQg==</a>                  |
| 5141.22     | Infectious Diseases -<br><a href="https://simbli.eboardsolutions.com/SU/AxgMxsLHoHU1gkxsRsK3IQ==">https://simbli.eboardsolutions.com/SU/AxgMxsLHoHU1gkxsRsK3IQ==</a>                              |
| 5141.26     | Tuberculosis Testing -<br><a href="https://simbli.eboardsolutions.com/SU/ad2jqLOzdHStFiD6BNhpwg==">https://simbli.eboardsolutions.com/SU/ad2jqLOzdHStFiD6BNhpwg==</a>                             |
| 5141.3      | Health Examinations -<br><a href="https://simbli.eboardsolutions.com/SU/ur4YCJG9nZQ6sn3vqRgXog==">https://simbli.eboardsolutions.com/SU/ur4YCJG9nZQ6sn3vqRgXog==</a>                              |
| 5141.3      | Health Examinations -<br><a href="https://simbli.eboardsolutions.com/SU/JsP9307Vgplus7VQy6Krcqmw==">https://simbli.eboardsolutions.com/SU/JsP9307Vgplus7VQy6Krcqmw==</a>                          |
| 5141.32     | Health Screening For School Entry -<br><a href="https://simbli.eboardsolutions.com/SU/PY3plumzHX7cNUpCDSsLpluszSg==">https://simbli.eboardsolutions.com/SU/PY3plumzHX7cNUpCDSsLpluszSg==</a>      |
| 5141.6      | School Health Services -<br><a href="https://simbli.eboardsolutions.com/SU/UHX1nfluv39ZG7BDa42TaA==">https://simbli.eboardsolutions.com/SU/UHX1nfluv39ZG7BDa42TaA==</a>                           |
| 5141.6      | School Health Services -<br><a href="https://simbli.eboardsolutions.com/SU/GmEe5vFbd2oYbzf0VrUEfQ==">https://simbli.eboardsolutions.com/SU/GmEe5vFbd2oYbzf0VrUEfQ==</a>                           |
| 5145.6      | Parental Notifications -<br><a href="https://simbli.eboardsolutions.com/SU/SVh9c5vAppvZXDhQ9LvEsQ==">https://simbli.eboardsolutions.com/SU/SVh9c5vAppvZXDhQ9LvEsQ==</a>                           |
| 5145.6-E(1) | Parental Notifications -<br><a href="https://simbli.eboardsolutions.com/SU/1tnmC4RSauktplus5IQACGBpA==">https://simbli.eboardsolutions.com/SU/1tnmC4RSauktplus5IQACGBpA==</a>                     |
| 5148        | Child Care And Development -<br><a href="https://simbli.eboardsolutions.com/SU/cjIC5QJ7pZFadmtiKpVIVg==">https://simbli.eboardsolutions.com/SU/cjIC5QJ7pZFadmtiKpVIVg==</a>                       |
| 5148        | Child Care And Development -<br><a href="https://simbli.eboardsolutions.com/SU/j2uccQTz0slshFslshPHUyXpQryg==">https://simbli.eboardsolutions.com/SU/j2uccQTz0slshFslshPHUyXpQryg==</a>           |
| 6170.1      | Transitional Kindergarten -<br><a href="https://simbli.eboardsolutions.com/SU/XcCO38ZERnYHJbL7oin1cA==">https://simbli.eboardsolutions.com/SU/XcCO38ZERnYHJbL7oin1cA==</a>                        |
| 6173        | Education For Homeless Children -<br><a href="https://simbli.eboardsolutions.com/SU/ziLY6jh8GJTX7M1sR08cbw==">https://simbli.eboardsolutions.com/SU/ziLY6jh8GJTX7M1sR08cbw==</a>                  |
| 6173        | Education For Homeless Children -<br><a href="https://simbli.eboardsolutions.com/SU/LslshovvKSDP51HPXYeFDfFzA==">https://simbli.eboardsolutions.com/SU/LslshovvKSDP51HPXYeFDfFzA==</a>            |
| 6173-E(1)   | Education For Homeless Children -<br><a href="https://simbli.eboardsolutions.com/SU/biYAm4a71uBXPP46AFliUg==">https://simbli.eboardsolutions.com/SU/biYAm4a71uBXPP46AFliUg==</a>                  |
| 6173.1      | Education For Foster Youth -<br><a href="https://simbli.eboardsolutions.com/SU/eVhjcNplus5gaKuXjDnh3LfrQ==">https://simbli.eboardsolutions.com/SU/eVhjcNplus5gaKuXjDnh3LfrQ==</a>                 |
| 6173.1      | Education For Foster Youth -<br><a href="https://simbli.eboardsolutions.com/SU/9zSYbslshmJ955fIW8slshWtTClw==">https://simbli.eboardsolutions.com/SU/9zSYbslshmJ955fIW8slshWtTClw==</a>           |
| 6173.2      | Education Of Children Of Military Families -<br><a href="https://simbli.eboardsolutions.com/SU/KH4ab7brXUqsqOL5JlicFA==">https://simbli.eboardsolutions.com/SU/KH4ab7brXUqsqOL5JlicFA==</a>       |
| 6173.2      | Education Of Children Of Military Families -<br><a href="https://simbli.eboardsolutions.com/SU/lGILCqplusjhgePoer5hCHSuA==">https://simbli.eboardsolutions.com/SU/lGILCqplusjhgePoer5hCHSuA==</a> |
| 6173.3      | Education For Juvenile Court School Students -<br><a href="https://simbli.eboardsolutions.com/SU/HgMqKqoqeI5dy54S6ujO6Q==">https://simbli.eboardsolutions.com/SU/HgMqKqoqeI5dy54S6ujO6Q==</a>     |
| 6175        | Migrant Education Program -<br><a href="https://simbli.eboardsolutions.com/SU/3CZSEioKUpGLHu0yUJDwew==">https://simbli.eboardsolutions.com/SU/3CZSEioKUpGLHu0yUJDwew==</a>                        |
| 6175        | Migrant Education Program -<br><a href="https://simbli.eboardsolutions.com/SU/yTUCOQj3HdeY92mXtHslshOgg==">https://simbli.eboardsolutions.com/SU/yTUCOQj3HdeY92mXtHslshOgg==</a>                  |

**Regulation 5141.31: Immunizations**

**Status:** DRAFT

**Original Adopted Date:** 12/11/2013 | **Last Revised Date:** 03/09/2016

**Required Immunizations**

Upon a student's registration at a school district, the Superintendent or designee shall provide the student's parents/guardians a written notice summarizing the state's immunization requirements.

The Superintendent or designee shall not unconditionally admit any student to a district elementary or secondary school, preschool, or child care and development program for the first time nor, after July 1, 2016, admit or advance any student to grade 7 unless the student has been fully immunized. The student shall present documentation of full immunization, in accordance with the age/grade and dose required by the California Department of Public Health (CDPH), against the following diseases: (Health and Safety Code 120335; 17 CCR 6025)

1. Measles, mumps, and rubella
2. Diphtheria, tetanus, and pertussis (whooping cough)
3. Poliomyelitis (polio)
4. Hepatitis B
5. Varicella (chickenpox)
6. Haemophilus influenza type b (Hib meningitis)
7. Any other disease designated by the CDPH

However, full immunization against hepatitis B shall not be a condition by which the Superintendent or designee shall admit or advance any student to grade 7. (Health and Safety Code 120335)

A student who qualifies for an individualized education program (IEP), unless otherwise exempt, shall be fully immunized in accordance with Health and Safety Code 120335 and this regulation. However, the district shall continue to implement the student's IEP and shall not prohibit the student from accessing any special education and related service required by his/her IEP regardless of whether the student is fully immunized. (Health and Safety Code 120335)

School personnel shall record information for each student regarding all dose of required immunizations and the status of all requirements in accordance with 17 CCR 6070. The school records shall be based on the student's immunization record provided by the student's health care provider, from the student's previous school immunization record, or through the California Immunization Registry (CAIR). (17 CCR 6070)

**Exemptions**

Exemption from one or more immunization requirements shall be granted under any of the following circumstances:

1. A medical exemption is submitted using the standardized form developed by CDPH and transmitted using CAIR which includes, but not limited to, a description of the medical basis for which the exemption for each individual immunizations is sought and whether the medical exemption is permanent or temporary (Health and Safety Code 120372)

A student who has a medical exemption issued prior to January 1, 2020, shall be allowed to continue enrollment until the next grade level span, except that after July 1, 2021, a student may not be admitted or advanced to grade 7 unless the student has been immunized or a medical exception form filed as stated above. (Health and Safety Code 120370)

A temporary exemption shall not exceed one year, and all medical exemptions shall not extend beyond the grade span. (Health and Safety Code 120372)

If a student's medical exemption is revoked by CDPH on the basis that the exemption does not meet applicable criteria for medical exemptions, the student shall continue in attendance and, within 30 calendar days of the revocation, commence the immunization scheduled required for conditional admittance pursuant to 17 CCR 6050, as described below. (Health and Safety Code 120372)

The student's parent/guardian may appeal a revocation to the Secretary of California Health and Human Services. If a renovation is appealed, the student shall continue attendance and shall not be required to commence the immunization scheduled required for conditional admittance provided the appeal is file within 30 calendar days of the revocation. (Health and Safety code 120372, 120372.5)

2. The student's parent/guardian filed with the district, before January 1, 2016, a letter or written affidavit stating that an immunization is contrary to the student's personal beliefs, in which case th student shall be excepted from the immunization until the student enrolls in the next applicable grade span requiring immunization (birth to preschool, grades K-6, grades 7-12). (Health and Safety Code 120335)

When a student transfers to a different school within the district or transfers into the district from another school district in California, the student's personal beliefs exemption filed before January 1, 2016, shall remain in effect until the next applicable grade span. A student transferring from a school outside the district shall present a copy of the personal beliefs exemption upon enrollment. When a student transfers into the district from outside California and presents a personal beliefs exemption issued by another state or country prior to January 1, 2016, the Superintendent or designee may consult with legal counsel regarding the applicable immunization requirements.

3. The student is enrolled in an independent study program pursuant to Education Code 51745-51749.6 and does not receive classroom-based instruction. (Health and Safety Code 120335)

#### Conditional Enrollment

The Superintendent or designee may conditionally admit a student with documentation from an authorized health care provider that

The student has not received all the immunizations required for his/her age group, but has commenced receiving doses of all required vaccines and is not due for any other doses at the time of admission. The Superintendent or designee shall notify the student's parents/guardians of the date by which the student must complete all the remaining doses as specified in 17 CCR 6035. (Health and Safety Code 120340; 17 CCR 6035)

In addition, a transfer student may be conditionally admitted for up to 30 school days while his/her immunization records are being transferred from the previous school. If such documentation is not presented within 30 days, the student shall be excluded from school until the required immunizations have been administered. (17 CCR 6035)

The Superintendent or designee shall immediately enroll homeless students, foster youth, and students of military families even if their immunization records are missing or unavailable at the time of enrollment. School or district staff shall work with the student's prior school to obtain the student's immunization records or shall ensure that the student is properly immunized. (Education Code 48853.5; 17 CCR 6040, 6070)

The Superintendent or designee shall immediately enroll homeless students, foster youth, and students of military families even if their immunization records are missing or unavailable at the time of enrollment. School or district staff shall work with the student's prior school to obtain the student's immunization records or shall ensure that he/she is properly immunized. (Education Code 48853.5, 49701; Health and Safety Code 120341; 42 USC 11432)

#### Exclusions Due to Lack of Immunizations

If an enrolled student who was previously believed to be in compliance with immunization requirements is subsequently discovered to not be in compliance with requirements for unconditional or conditional admission, the Superintendent or designee shall notify the parent/guardians that evidence of proper immunization or an appropriate exemption must be provided within 10 school days. This notice shall refer the parent/guardian to the student's usual

source of medical care or, if the student has no usual source of medical care, then to the county health department or school immunization program, if any. (Education Code 48216; 17 CCR 6040)

The Superintendent or designee shall exclude from further attendance an enrolled student who fails to obtain the required immunization within 10 school days following the parent/guardians receipt of the notice specified above. The student shall remain excluded from school until documentation is provided indicating that the student has received a dose of each required vaccine due at the time. (17 CCR 6040, 6055)

The student shall be reported to the attendance supervisor or principal.

#### Exclusion Due to Exposure to Disease

If the district has good cause to believe that a student has been exposed to a disease listed in the section "Required Immunizations" above and the student's documentation of immunization does not show proof of immunization against that disease, that student may be temporarily excluded from the school until the local health officer informs the district in writing that the student no longer at risk of developing or transmitting the disease. (Health and Safety Code 120370)

#### Records

Each student's immunization record shall be retained as part of the student's mandatory permanent student record. District staff shall maintain the confidentiality of immunization records and may disclose such information to state and local health departments only in accordance with law. (Health and Safety Code 120375, 120440; 17 CCR 6070)

The district shall also retain in the mandatory student record any physician or health officer statement, personal beliefs letter or affidavit, reason for conditional enrollment, or any other documentation related to the student's immunization record or exemptions.

At least annually, the Superintendent or designee shall file a written report on the immunization status of new students with CDPH and the local department of public health on forms prescribed by CDPH. (Health and Safety Code 120375; 17 CCR 6075)

#### Audits

If an audit reveals deficiencies in the district's reporting procedures, the Superintendent or designee shall present the Board with a plan to remedy such deficiencies.

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**Policy Reference Disclaimer:** These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

#### State References

#### Description

|                  |   |
|------------------|---|
| 17 CCR 6000-6075 | School attendance immunization requirements - <a href="https://simbli.eboardsolutions.com/SU/YzfyALHtH25cYebUH5ax1Q==">https://simbli.eboardsolutions.com/SU/YzfyALHtH25cYebUH5ax1Q==</a> |
| 5 CCR 430        | Individual student records; definition  |
| Ed. Code 44871   | Qualifications of supervisor of health  |
| Ed. Code 46010   | Total days of attendance  |
| Ed. Code 48216   | Immunization  |
| Ed. Code 48853.5 | Immediate enrollment of foster youth  |
| Ed. Code 48980   | Required notification of rights   |
| Ed. Code 49403   | Cooperation in control of communicable disease and immunizations  |
| Ed. Code 49426   | Duties of school nurses   |

|                        |   |
|------------------------|---|
| Ed. Code 49701         | Flexibility in enrollment of children of military families                        |
| Ed. Code 51745-51749.6 | Independent study   |
| H&S Code 120325-120380 | Immunization against communicable diseases  |
| H&S Code 120335        | Immunization requirement for admission  |
| H&S Code 120395        | Information about meningococcal disease, including recommendation for vaccination |
| H&S Code 120440        | Disclosure of immunization information  |

### Federal References

20 USC 1232g  
34 CFR 99.1-99.67  
42 USC 11432

### Description

Family Educational Rights and Privacy Act (FERPA) of 1974  
Family Educational Rights and Privacy  
Immediate enrollment of homeless children

### Management Resources References

California Department of Public Health Publication  
California Department of Public Health Publication  
California Department of Public Health Publication  
California Department of Public Health Publication  
Education Audit Appeals Panel Publication  
U.S. Department of Education Guidance  
Website  
Website  
Website  
Website  
Website  
Website

### Description

Guide to Immunizations Required for Child Care  
Guide to Immunizations Required for School Entry  
Parents' Guide to Immunizations Required for Child Care  
Parents' Guide to Immunizations Required for School Entry  
Guide for Annual Audits of Local Education Agencies and State Compliance Reporting, July 2015  
Family Educational Rights and Privacy Act (FERPA) and H1N1, October 2009  
California Department of Public Health, Shots for Schools - <https://simbli.eboardsolutions.com/SU/1kVPGlnr8fFSaEb9SIFsOg==>  
Education Audit Appeals Panel - <https://simbli.eboardsolutions.com/SU/6VovW08Qz3ek2v0oFNslshtMg==>  
California Department of Public Health, Immunization Branch - <https://simbli.eboardsolutions.com/SU/NKrHQBjy11SnpkZLoDlcfQ==>  
Centers for Disease Control and Prevention - <https://simbli.eboardsolutions.com/SU/Gfx4spY2pCn7TBGiShp9oA==>  
U.S. Department of Education - <https://simbli.eboardsolutions.com/SU/XcSsJimoslsh3XhJKy4tplus7wplusA==>  
California Department of Education - <https://simbli.eboardsolutions.com/SU/os2jq5DcA2RawmY2VZ5FZQ==>

### Cross References

4119.41  
4219.41  
4319.41  
5030

### Description

Employees With Infectious Disease - <https://simbli.eboardsolutions.com/SU/uvkSF27NX1n7dEkiplusT58pA==>  
Employees With Infectious Disease - <https://simbli.eboardsolutions.com/SU/sbzJyT2OEyDXuTg550xf3w==>  
Employees With Infectious Disease - <https://simbli.eboardsolutions.com/SU/2CyV97gCtLTP5fuV6di93A==>  
Student Wellness - <https://simbli.eboardsolutions.com/SU/plusvLZ1HIBPZDEpuwAXJKMOQ==>



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|-------------|--|
| 5111        | Admission -<br><a href="https://simbli.eboardsolutions.com/SU/1aoR6FkeunBL0Jvslshlutu3w==">https://simbli.eboardsolutions.com/SU/1aoR6FkeunBL0Jvslshlutu3w==</a>                           |
| 5111        | Admission -<br><a href="https://simbli.eboardsolutions.com/SU/jxTCDvJzsBJreSIIVb0wIA==">https://simbli.eboardsolutions.com/SU/jxTCDvJzsBJreSIIVb0wIA==</a>                                 |
| 5112.1      | Exemptions From Attendance -<br><a href="https://simbli.eboardsolutions.com/SU/l6o9eFttyRUxvIQCVRpVfEg==">https://simbli.eboardsolutions.com/SU/l6o9eFttyRUxvIQCVRpVfEg==</a>              |
| 5112.1      | Exemptions From Attendance -<br><a href="https://simbli.eboardsolutions.com/SU/x3zgx20zbDz3glr36FpaKQ==">https://simbli.eboardsolutions.com/SU/x3zgx20zbDz3glr36FpaKQ==</a>                |
| 5112.2      | Exclusions From Attendance -<br><a href="https://simbli.eboardsolutions.com/SU/MwslshrQ3UZc5M2XIjg7XgogQ==">https://simbli.eboardsolutions.com/SU/MwslshrQ3UZc5M2XIjg7XgogQ==</a>          |
| 5125        | Student Records -<br><a href="https://simbli.eboardsolutions.com/SU/uiVJk3G6TkTplusVR2QwgWBtw==">https://simbli.eboardsolutions.com/SU/uiVJk3G6TkTplusVR2QwgWBtw==</a>                     |
| 5125        | Student Records -<br><a href="https://simbli.eboardsolutions.com/SU/aoTt3s0aYvG7slshk1b5KoNOA==">https://simbli.eboardsolutions.com/SU/aoTt3s0aYvG7slshk1b5KoNOA==</a>                     |
| 5141.22     | Infectious Diseases -<br><a href="https://simbli.eboardsolutions.com/SU/pluscwYbUaPGMCTYslshz3q7XcQg==">https://simbli.eboardsolutions.com/SU/pluscwYbUaPGMCTYslshz3q7XcQg==</a>           |
| 5141.22     | Infectious Diseases -<br><a href="https://simbli.eboardsolutions.com/SU/AxgMxsLHoHU1gkxsRsK3IQ==">https://simbli.eboardsolutions.com/SU/AxgMxsLHoHU1gkxsRsK3IQ==</a>                       |
| 5141.26     | Tuberculosis Testing -<br><a href="https://simbli.eboardsolutions.com/SU/ad2jqLOzdHStFiD6BNhpwg==">https://simbli.eboardsolutions.com/SU/ad2jqLOzdHStFiD6BNhpwg==</a>                      |
| 5141.3      | Health Examinations -<br><a href="https://simbli.eboardsolutions.com/SU/ur4YCJG9nZQ6sn3vqRgXog==">https://simbli.eboardsolutions.com/SU/ur4YCJG9nZQ6sn3vqRgXog==</a>                       |
| 5141.3      | Health Examinations -<br><a href="https://simbli.eboardsolutions.com/SU/JsP9307Vgplus7VQy6Krcqmw==">https://simbli.eboardsolutions.com/SU/JsP9307Vgplus7VQy6Krcqmw==</a>                   |
| 5141.32     | Health Screening For School Entry -<br><a href="https://simbli.eboardsolutions.com/SU/PY3plumzHX7cNUpCDSsLpluzSg==">https://simbli.eboardsolutions.com/SU/PY3plumzHX7cNUpCDSsLpluzSg==</a> |
| 5141.6      | School Health Services -<br><a href="https://simbli.eboardsolutions.com/SU/UHX1nfluv39ZG7BDa42TaA==">https://simbli.eboardsolutions.com/SU/UHX1nfluv39ZG7BDa42TaA==</a>                    |
| 5141.6      | School Health Services -<br><a href="https://simbli.eboardsolutions.com/SU/GmEe5vFbd2oYbzf0VrUEfQ==">https://simbli.eboardsolutions.com/SU/GmEe5vFbd2oYbzf0VrUEfQ==</a>                    |
| 5145.6      | Parental Notifications -<br><a href="https://simbli.eboardsolutions.com/SU/SVh9c5vAppvZXDHq9LvEsQ==">https://simbli.eboardsolutions.com/SU/SVh9c5vAppvZXDHq9LvEsQ==</a>                    |
| 5145.6-E(1) | Parental Notifications -<br><a href="https://simbli.eboardsolutions.com/SU/1tnmC4RSauktplus5IQACGBpA==">https://simbli.eboardsolutions.com/SU/1tnmC4RSauktplus5IQACGBpA==</a>              |
| 5148        | Child Care And Development -<br><a href="https://simbli.eboardsolutions.com/SU/cjC5QJ7pZFadmtiKpVIVg==">https://simbli.eboardsolutions.com/SU/cjC5QJ7pZFadmtiKpVIVg==</a>                  |
| 5148        | Child Care And Development -<br><a href="https://simbli.eboardsolutions.com/SU/j2uccQTz0slshFslshPHUyXpQryg==">https://simbli.eboardsolutions.com/SU/j2uccQTz0slshFslshPHUyXpQryg==</a>    |
| 6170.1      | Transitional Kindergarten -<br><a href="https://simbli.eboardsolutions.com/SU/XcCO38ZERnYHJbL7oin1cA==">https://simbli.eboardsolutions.com/SU/XcCO38ZERnYHJbL7oin1cA==</a>                 |
| 6173        | Education For Homeless Children -<br><a href="https://simbli.eboardsolutions.com/SU/ziLY6jh8GJTX7M1sR08cbw==">https://simbli.eboardsolutions.com/SU/ziLY6jh8GJTX7M1sR08cbw==</a>           |
| 6173        | Education For Homeless Children -<br><a href="https://simbli.eboardsolutions.com/SU/LslshovvKSDP51HPXYeFDfFzA==">https://simbli.eboardsolutions.com/SU/LslshovvKSDP51HPXYeFDfFzA==</a>     |
| 6173-E(1)   | Education For Homeless Children -<br><a href="https://simbli.eboardsolutions.com/SU/biYAm4a71uBXPP46AFliUg==">https://simbli.eboardsolutions.com/SU/biYAm4a71uBXPP46AFliUg==</a>           |
| 6173.1      | Education For Foster Youth -<br><a href="https://simbli.eboardsolutions.com/SU/eVhjcNplus5gaKuXjDnh3LfrQ==">https://simbli.eboardsolutions.com/SU/eVhjcNplus5gaKuXjDnh3LfrQ==</a>          |
| 6173.1      | Education For Foster Youth -<br><a href="https://simbli.eboardsolutions.com/SU/9zSYbslshmJ955fIW8slshWtTCIw==">https://simbli.eboardsolutions.com/SU/9zSYbslshmJ955fIW8slshWtTCIw==</a>    |

- 6173.2 Education Of Children Of Military Families -  
<https://simbli.eboardsolutions.com/SU/KH4ab7brXUqsqOL5JlicFA==>
- 6173.2 Education Of Children Of Military Families -  
<https://simbli.eboardsolutions.com/SU/IGilCqplusjhgePoer5hCHSuA==>
- 6173.3 Education For Juvenile Court School Students -  
<https://simbli.eboardsolutions.com/SU/HgMqKqoqe!5dy54S6ujO6Q==>
- 6175 Migrant Education Program -  
<https://simbli.eboardsolutions.com/SU/3CZSEioKUpGLHu0yUJDwew==>
- 6175 Migrant Education Program -  
<https://simbli.eboardsolutions.com/SU/yTUcoQj3HdeY92mXtHslshOgg==>

## HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Joy C. Gabler

FROM: Karen McConnell

DATE: May 13, 2021

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

FOR: ☐ Information  
☒ Action

Date you wish to have your item considered: May 26, 2021

**ITEM:** Approve recommended revisions to Administrative Policy 6142.8 – Comprehensive Health Education

**PURPOSE:** Regulation updated to reflect the 2019 state curriculum framework for health education, including emphasis on the physical, mental and social well-being of students and integration of health education with other content areas in the district's curriculum. Policy also reflects law which authorizes districts to provide age-appropriate comprehensive sexual health education prior to grade 7.

**FISCAL IMPACT:** None

**RECOMMENDATIONS:** Approve

**Policy 6142.8: Comprehensive Health Education**

**Status:** DRAFT

**Original Adopted Date:** 05/16/2001

The Board of Trustees believes that health education should foster the knowledge, skills, and attitudes that students need in order to lead healthy lives and avoid high-risk behaviors, and that creating a safe, supportive, inclusive, and nonjudgmental environment is crucial in promoting healthy development for all students. The district's health education program shall be part of a coordinated school health system which supports the physical, mental, and social well-being of students and is linked to district and community services and resources.

Goals for the district's health education program shall be designed to promote student wellness and shall include, but not be limited to, goals for nutrition promotion and education, physical activity, and other school-based activities that promote student well-being.

The district shall provide a planned, sequential, research-based, and developmentally appropriate health education curriculum for students in grades K-12 which is aligned with the state's content standards and curriculum framework and integrated with other content areas of the district's curriculum. The Superintendent or designee shall determine the grade levels and subject areas in which health-related topics will be addressed, in accordance with law, Board policy, and administrative regulation.

As appropriate, the Superintendent or designee shall involve school administrators, teachers, school nurses, health professionals representing various fields of health care, parents/guardians, community-based organizations, and other community members in the development, implementation, and evaluation of the district's health education program. Health and safety professionals may be invited to provide related instruction in the classroom, school assemblies, and other instructional settings.

The Superintendent or designee shall provide professional development as needed to ensure that health education teachers are knowledgeable about academic content standards, the state curriculum framework, and effective instructional methodologies.

The Superintendent or designee shall provide periodic reports to the Board regarding the implementation and effectiveness of the district's health education program, which may include, but not be limited to, a description of the district's program and the extent to which it is aligned with the state's content standards and curriculum framework, the amount of time allotted for health instruction at each grade level, student achievement of district standards for health education, and the manner in which the district's health education program supports the physical, mental, and social well-being of students.

**Policy Reference Disclaimer:** These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

**State References**

**Description**

|                      |   |
|----------------------|---|
| 5 CCR 11800-11801    | District health education plan                        |
| Ed. Code 35183.5     | Sun protection  |
| Ed. Code 49413       | First aid training                                    |
| Ed. Code 49430-49434 | Pupil Nutrition, Health, and Achievement Act of 2001  |
| Ed. Code 49490-49494 | School breakfast and lunch programs                   |
| Ed. Code 49500-49505 | School meals  |
| Ed. Code 51202       | Instruction in personal and public health and safety  |
| Ed. Code 51203       | Instruction on alcohol, narcotics and dangerous drugs |
| Ed. Code 51210       | Course of study for grades 1-6                        |
| Ed. Code 51210.8     | Health education curriculum                           |
| Ed. Code 51220.5     | Parenting skills; areas of instruction                |
| Ed. Code 51260-51269 | Drug education  |

|                        |   |
|------------------------|---|
| Ed. Code 51513         | Personal beliefs                                  |
| Ed. Code 51880-51881.5 | Health education, legislative findings and intent |
| Ed. Code 51890-51891   | Comprehensive health education programs           |
| Ed. Code 51913         | District health education plan                    |
| Ed. Code 51920         | Inservice training, health education              |
| Ed. Code 51930-51939   | California Healthy Youth Act                      |
| Ed. Code 8850.5        | Family relationships and parenting education      |

**Federal References**

|                   |                               |
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| 42 USC 1751-1769j | National School Lunch Program |
| 42 USC 1758b      | Local wellness policy         |
| 42 USC 1771-1793  | Child Nutrition Act           |

**Description****Management Resources References**

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| California Department of Education Publication | Health Education Content Standards for California Public Schools, Kindergarten Through Grade 12, 2008  |
| California Department of Education Publication | Health Framework for California Public Schools: Kindergarten through Grade 12, 2003  |
| CSBA Publication                               | Monitoring for Success: Student Wellness Policy Implementation Monitoring Report and Guide, 2007   |
| CSBA Publication                               | Physical Education and California Schools, Policy Brief, rev. October 2007   |
| CSBA Publication                               | Asthma Management in the Schools, Policy Brief, March 2008   |
| CSBA Publication                               | Sun Safety in Schools, Policy Brief, July 2006   |
| CSBA Publication                               | Promoting Oral Health for California's Students: New Roles, New Opportunities for Schools, Policy Brief, March 2007  |
| CSBA Publication                               | Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. April 2006  |
| Website  | American Association for Health Education - <a href="https://simbli.eboardsolutions.com/SU/TAjwf4p45gQfZpmHxHslshB5w==">https://simbli.eboardsolutions.com/SU/TAjwf4p45gQfZpmHxHslshB5w==</a>                            |
| Website  | American School Health Association - <a href="https://simbli.eboardsolutions.com/SU/xbFajmJTnqHCplusPvz3KmxVQ==">https://simbli.eboardsolutions.com/SU/xbFajmJTnqHCplusPvz3KmxVQ==</a>                                   |
| Website  | California Association of School Health Educators - <a href="https://simbli.eboardsolutions.com/SU/slshJunLs9DKzWmdhUUzQXqhw==">https://simbli.eboardsolutions.com/SU/slshJunLs9DKzWmdhUUzQXqhw==</a>                    |
| Website  | California Department of Education, Health Education - <a href="https://simbli.eboardsolutions.com/SU/RZQSMKDFaslhEyEB23OWZCQ==">https://simbli.eboardsolutions.com/SU/RZQSMKDFaslhEyEB23OWZCQ==</a>                     |
| Website  | California Subject Matter Project, Physical Education-Health Project - <a href="https://simbli.eboardsolutions.com/SU/08DUYBudyheEcplus3zIBSyQw==">https://simbli.eboardsolutions.com/SU/08DUYBudyheEcplus3zIBSyQw==</a> |
| Website  | Center for Injury Prevention Policy and Practice - <a href="https://simbli.eboardsolutions.com/SU/4NO39Fslsh5L6SPD2CrZZayWw==">https://simbli.eboardsolutions.com/SU/4NO39Fslsh5L6SPD2CrZZayWw==</a>                     |
| Website  | National Center for Health Education - <a href="https://simbli.eboardsolutions.com/SU/hln4hkQ99nyJXFEzrgLJWw==">https://simbli.eboardsolutions.com/SU/hln4hkQ99nyJXFEzrgLJWw==</a>                                       |
| Website  | National Hearing Conservation Association - <a href="https://simbli.eboardsolutions.com/SU/7tMEcYWajQ8WzRWT1oq6tw==">https://simbli.eboardsolutions.com/SU/7tMEcYWajQ8WzRWT1oq6tw==</a>                                  |
| Website  | California Healthy Kids Resource Center - <a href="https://simbli.eboardsolutions.com/SU/Ve9Yf61snLK7fRzOPU1xiQ==">https://simbli.eboardsolutions.com/SU/Ve9Yf61snLK7fRzOPU1xiQ==</a>                                    |

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| Website | California Department of Public Health -<br><a href="https://simbli.eboardsolutions.com/SU/plusKghL3cnZRJOzDybcVsugA==">https://simbli.eboardsolutions.com/SU/plusKghL3cnZRJOzDybcVsugA==</a> |
| Website | Centers for Disease Control and Prevention -<br><a href="https://simbli.eboardsolutions.com/SU/Gfx4spY2pCn7TBGiShp9oA==">https://simbli.eboardsolutions.com/SU/Gfx4spY2pCn7TBGiShp9oA==</a>   |
| Website | CSBA -<br><a href="https://simbli.eboardsolutions.com/SU/W3QxkK2EPsDsQBnMIENxGg==">https://simbli.eboardsolutions.com/SU/W3QxkK2EPsDsQBnMIENxGg==</a>   |

## Cross References

## Description

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| 0200   | Goals For The School District -<br><a href="https://simbli.eboardsolutions.com/SU/Zn2GfltheZA80iWlpbhlhQ==">https://simbli.eboardsolutions.com/SU/Zn2GfltheZA80iWlpbhlhQ==</a>   |
| 0450   | Comprehensive Safety Plan -<br><a href="https://simbli.eboardsolutions.com/SU/Pw53k7slshWwK5WnlplAj4TaQ==">https://simbli.eboardsolutions.com/SU/Pw53k7slshWwK5WnlplAj4TaQ==</a>   |
| 0450   | Comprehensive Safety Plan -<br><a href="https://simbli.eboardsolutions.com/SU/I4Ef16y2kHuwWKAC7AywwQ==">https://simbli.eboardsolutions.com/SU/I4Ef16y2kHuwWKAC7AywwQ==</a>   |
| 0470   | COVID-19 Mitigation Plan -<br><a href="https://simbli.eboardsolutions.com/SU/Uda1PR36HqbR8ubMgSx2Q==">https://simbli.eboardsolutions.com/SU/Uda1PR36HqbR8ubMgSx2Q==</a>  |
| 0500   | Accountability -<br><a href="https://simbli.eboardsolutions.com/SU/8MWUST2bCklr2OkW3mlkRQ==">https://simbli.eboardsolutions.com/SU/8MWUST2bCklr2OkW3mlkRQ==</a>  |
| 1220   | Citizen Advisory Committees -<br><a href="https://simbli.eboardsolutions.com/SU/Ql4uN978slshgJO1cckzdTyw==">https://simbli.eboardsolutions.com/SU/Ql4uN978slshgJO1cckzdTyw==</a>   |
| 1220   | Citizen Advisory Committees -<br><a href="https://simbli.eboardsolutions.com/SU/Bi5hmnvIsIshzuoqwOfhpcWPA==">https://simbli.eboardsolutions.com/SU/Bi5hmnvIsIshzuoqwOfhpcWPA==</a>   |
| 1240   | Volunteer Assistance -<br><a href="https://simbli.eboardsolutions.com/SU/oAUoqbDcvLH3xrMlmnOebQ==">https://simbli.eboardsolutions.com/SU/oAUoqbDcvLH3xrMlmnOebQ==</a>  |
| 1240   | Volunteer Assistance -<br><a href="https://simbli.eboardsolutions.com/SU/yv9SuqgofUyoyc2tl6DiYQ==">https://simbli.eboardsolutions.com/SU/yv9SuqgofUyoyc2tl6DiYQ==</a>  |
| 1325   | Advertising And Promotion -<br><a href="https://simbli.eboardsolutions.com/SU/SUA9azslshcuIST1NNslshhXkYDQ==">https://simbli.eboardsolutions.com/SU/SUA9azslshcuIST1NNslshhXkYDQ==</a>                                     |
| 1325   | Advertising And Promotion -<br><a href="https://simbli.eboardsolutions.com/SU/VN1wvCqkfcFFw3PS4A1Ww==">https://simbli.eboardsolutions.com/SU/VN1wvCqkfcFFw3PS4A1Ww==</a>   |
| 1400   | Relations Between Other Governmental Agencies And The Schools -<br><a href="https://simbli.eboardsolutions.com/SU/PgSICFTwqKPwAxbplus35cplus8w==">https://simbli.eboardsolutions.com/SU/PgSICFTwqKPwAxbplus35cplus8w==</a> |
| 3513.3 | Tobacco-Free Schools -<br><a href="https://simbli.eboardsolutions.com/SU/SSkMWa5e2plus7dG39WUnHI5A==">https://simbli.eboardsolutions.com/SU/SSkMWa5e2plus7dG39WUnHI5A==</a>  |
| 3513.3 | Tobacco-Free Schools -<br><a href="https://simbli.eboardsolutions.com/SU/aDoborkEE0uNxHqW5Q1k9w==">https://simbli.eboardsolutions.com/SU/aDoborkEE0uNxHqW5Q1k9w==</a>  |
| 3513.4 | Drug And Alcohol Free Schools -<br><a href="https://simbli.eboardsolutions.com/SU/nOszGEGo0HAcygcNRLcYXg==">https://simbli.eboardsolutions.com/SU/nOszGEGo0HAcygcNRLcYXg==</a>   |
| 3514   | Environmental Safety -<br><a href="https://simbli.eboardsolutions.com/SU/vlqskySjsrplusGkrJKYlfcMg==">https://simbli.eboardsolutions.com/SU/vlqskySjsrplusGkrJKYlfcMg==</a>  |
| 3514   | Environmental Safety -<br><a href="https://simbli.eboardsolutions.com/SU/plusPSSyJfFsFjN9ouplusO1Sd8jw==">https://simbli.eboardsolutions.com/SU/plusPSSyJfFsFjN9ouplusO1Sd8jw==</a>  |
| 3516   | Emergencies And Disaster Preparedness Plan -<br><a href="https://simbli.eboardsolutions.com/SU/CslshKTPxHdUIBtwsLZOI7nw==">https://simbli.eboardsolutions.com/SU/CslshKTPxHdUIBtwsLZOI7nw==</a>                            |
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| 3543   | Transportation Safety And Emergencies -<br><a href="https://simbli.eboardsolutions.com/SU/A5FYFedXtDkdPXoNJ1TDKw==">https://simbli.eboardsolutions.com/SU/A5FYFedXtDkdPXoNJ1TDKw==</a>                                     |
| 3550   | Food Service/Child Nutrition Program -<br><a href="https://simbli.eboardsolutions.com/SU/HJY5O1wSolirTxVetPRKkw==">https://simbli.eboardsolutions.com/SU/HJY5O1wSolirTxVetPRKkw==</a>                                      |

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| 3550    | Food Service/Child Nutrition Program -<br><a href="https://simbli.eboardsolutions.com/SU/OslshMJiBMOEWAEztTgQRslsh3SQ==">https://simbli.eboardsolutions.com/SU/OslshMJiBMOEWAEztTgQRslsh3SQ==</a>                      |
| 3554    | Other Food Sales -<br><a href="https://simbli.eboardsolutions.com/SU/iFG9EbGoOsbVMLumH3FEUQ==">https://simbli.eboardsolutions.com/SU/iFG9EbGoOsbVMLumH3FEUQ==</a>  |
| 3554    | Other Food Sales -<br><a href="https://simbli.eboardsolutions.com/SU/XNDsT26uCEKplusqSsZNOslsheKQ==">https://simbli.eboardsolutions.com/SU/XNDsT26uCEKplusqSsZNOslsheKQ==</a>  |
| 4131    | Staff Development -<br><a href="https://simbli.eboardsolutions.com/SU/nPbCkSUKdLx3TWKOLDmSA==">https://simbli.eboardsolutions.com/SU/nPbCkSUKdLx3TWKOLDmSA==</a>   |
| 5020    | Parent Rights And Responsibilities -<br><a href="https://simbli.eboardsolutions.com/SU/oJlEkS7708Gns1VZ7kYVJA==">https://simbli.eboardsolutions.com/SU/oJlEkS7708Gns1VZ7kYVJA==</a>                                    |
| 5020    | Parent Rights And Responsibilities -<br><a href="https://simbli.eboardsolutions.com/SU/slshQfN3BB6GpdFLDaslshFINisQ==">https://simbli.eboardsolutions.com/SU/slshQfN3BB6GpdFLDaslshFINisQ==</a>                        |
| 5022    | Student And Family Privacy Rights -<br><a href="https://simbli.eboardsolutions.com/SU/kM4tfqWVPq99tLI0lvUY3g==">https://simbli.eboardsolutions.com/SU/kM4tfqWVPq99tLI0lvUY3g==</a>                                     |
| 5022    | Student And Family Privacy Rights -<br><a href="https://simbli.eboardsolutions.com/SU/TDDTplusNk4au7vds09zM6Zsw==">https://simbli.eboardsolutions.com/SU/TDDTplusNk4au7vds09zM6Zsw==</a>                               |
| 5030    | Student Wellness -<br><a href="https://simbli.eboardsolutions.com/SU/plusvLZ1HIBPZDEpuwAXJKMOQ==">https://simbli.eboardsolutions.com/SU/plusvLZ1HIBPZDEpuwAXJKMOQ==</a>  |
| 5131    | Conduct -<br><a href="https://simbli.eboardsolutions.com/SU/TufdILLplus8L1HslshVzdsRm3TQ==">https://simbli.eboardsolutions.com/SU/TufdILLplus8L1HslshVzdsRm3TQ==</a>   |
| 5131.6  | Alcohol And Other Drugs -<br><a href="https://simbli.eboardsolutions.com/SU/szE1NALKCM744pom7F2jVQ==">https://simbli.eboardsolutions.com/SU/szE1NALKCM744pom7F2jVQ==</a>   |
| 5131.6  | Alcohol And Other Drugs -<br><a href="https://simbli.eboardsolutions.com/SU/b4c4eapluKjIAsLG2FZUXTA==">https://simbli.eboardsolutions.com/SU/b4c4eapluKjIAsLG2FZUXTA==</a>   |
| 5137    | Positive School Climate -<br><a href="https://simbli.eboardsolutions.com/SU/vCslsh0nVAXAHmfIH7gplustoHqw==">https://simbli.eboardsolutions.com/SU/vCslsh0nVAXAHmfIH7gplustoHqw==</a>                                   |
| 5141    | Health Care And Emergencies -<br><a href="https://simbli.eboardsolutions.com/SU/8YlEzGY2VTmplusMQmYoeyoQ==">https://simbli.eboardsolutions.com/SU/8YlEzGY2VTmplusMQmYoeyoQ==</a>                                       |
| 5141    | Health Care And Emergencies -<br><a href="https://simbli.eboardsolutions.com/SU/LzKKKu5oOUt4nSANXTqZwg==">https://simbli.eboardsolutions.com/SU/LzKKKu5oOUt4nSANXTqZwg==</a>   |
| 5141.21 | Administering Medication And Monitoring Health Conditions -<br><a href="https://simbli.eboardsolutions.com/SU/6y2rfdtLM4TM5Gmgc9lplusVQ==">https://simbli.eboardsolutions.com/SU/6y2rfdtLM4TM5Gmgc9lplusVQ==</a>       |
| 5141.21 | Administering Medication And Monitoring Health Conditions -<br><a href="https://simbli.eboardsolutions.com/SU/HpluszDR1PrR1pluslILSulhM82Q==">https://simbli.eboardsolutions.com/SU/HpluszDR1PrR1pluslILSulhM82Q==</a> |
| 5141.22 | Infectious Diseases -<br><a href="https://simbli.eboardsolutions.com/SU/pluscwYbUaPGMCTYslshz3q7XcQg==">https://simbli.eboardsolutions.com/SU/pluscwYbUaPGMCTYslshz3q7XcQg==</a>                                       |
| 5141.22 | Infectious Diseases -<br><a href="https://simbli.eboardsolutions.com/SU/AxgMxsLHoHU1gkxsRsK3IQ==">https://simbli.eboardsolutions.com/SU/AxgMxsLHoHU1gkxsRsK3IQ==</a>   |
| 5141.23 | Asthma Management -<br><a href="https://simbli.eboardsolutions.com/SU/OaU6MC2wK5ENRTrJI5nqrA==">https://simbli.eboardsolutions.com/SU/OaU6MC2wK5ENRTrJI5nqrA==</a>   |
| 5141.23 | Asthma Management -<br><a href="https://simbli.eboardsolutions.com/SU/4DMJCholhw4AAQTDRpGizLg==">https://simbli.eboardsolutions.com/SU/4DMJCholhw4AAQTDRpGizLg==</a>   |
| 5141.3  | Health Examinations -<br><a href="https://simbli.eboardsolutions.com/SU/ur4YCJG9nZQ6sn3vqRgXog==">https://simbli.eboardsolutions.com/SU/ur4YCJG9nZQ6sn3vqRgXog==</a>   |
| 5141.3  | Health Examinations -<br><a href="https://simbli.eboardsolutions.com/SU/JsP9307Vgplus7VQy6Krcqmww==">https://simbli.eboardsolutions.com/SU/JsP9307Vgplus7VQy6Krcqmww==</a>   |
| 5141.32 | Health Screening For School Entry -<br><a href="https://simbli.eboardsolutions.com/SU/PY3plusmzHX7cNUUpCDSsLpluszSg==">https://simbli.eboardsolutions.com/SU/PY3plusmzHX7cNUUpCDSsLpluszSg==</a>                       |
| 5141.4  | Child Abuse Prevention And Reporting -<br><a href="https://simbli.eboardsolutions.com/SU/WWPhVmqrn8zniJm1mZ1ZKZQ==">https://simbli.eboardsolutions.com/SU/WWPhVmqrn8zniJm1mZ1ZKZQ==</a>                                |

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| 5141.4  | Child Abuse Prevention And Reporting -<br><a href="https://simbli.eboardsolutions.com/SU/UyYluaGYuTsHJbEHslsh4PCLvQ==">https://simbli.eboardsolutions.com/SU/UyYluaGYuTsHJbEHslsh4PCLvQ==</a>            |
| 5141.52 | Suicide Prevention -<br><a href="https://simbli.eboardsolutions.com/SU/2EfCslfBISakN7frOINyFw==">https://simbli.eboardsolutions.com/SU/2EfCslfBISakN7frOINyFw==</a>                                      |
| 5141.52 | Suicide Prevention -<br><a href="https://simbli.eboardsolutions.com/SU/EpPIRlni0RQLidljSVIOHQ==">https://simbli.eboardsolutions.com/SU/EpPIRlni0RQLidljSVIOHQ==</a>                                      |
| 5141.6  | School Health Services -<br><a href="https://simbli.eboardsolutions.com/SU/UHX1nfluv39ZG7BDa42TaA==">https://simbli.eboardsolutions.com/SU/UHX1nfluv39ZG7BDa42TaA==</a>                                  |
| 5141.6  | School Health Services -<br><a href="https://simbli.eboardsolutions.com/SU/GmEe5vFbd2oYbzf0VrUEfQ==">https://simbli.eboardsolutions.com/SU/GmEe5vFbd2oYbzf0VrUEfQ==</a>                                  |
| 5142    | Safety -<br><a href="https://simbli.eboardsolutions.com/SU/mto5kQjSDnOWK1zUL8hkYA==">https://simbli.eboardsolutions.com/SU/mto5kQjSDnOWK1zUL8hkYA==</a>  |
| 5142    | Safety -<br><a href="https://simbli.eboardsolutions.com/SU/e92TTgnCEEYy7D9plusplusrCFQ==">https://simbli.eboardsolutions.com/SU/e92TTgnCEEYy7D9plusplusrCFQ==</a>  |
| 5145.3  | Nondiscrimination/Harassment -<br><a href="https://simbli.eboardsolutions.com/SU/4K1w1cplusH8plusG4l9sn9y8lrQ==">https://simbli.eboardsolutions.com/SU/4K1w1cplusH8plusG4l9sn9y8lrQ==</a>                |
| 5145.3  | Nondiscrimination/Harassment -<br><a href="https://simbli.eboardsolutions.com/SU/IUe4xmObMslshYUugUjgi7tCQ==">https://simbli.eboardsolutions.com/SU/IUe4xmObMslshYUugUjgi7tCQ==</a>                      |
| 5145.7  | Sexual Harassment -<br><a href="https://simbli.eboardsolutions.com/SU/w54cGnA0rUcplusHhS2dplusrK5Q==">https://simbli.eboardsolutions.com/SU/w54cGnA0rUcplusHhS2dplusrK5Q==</a>                           |
| 5145.7  | Sexual Harassment -<br><a href="https://simbli.eboardsolutions.com/SU/gve8qouMksDvi8iry3U5wA==">https://simbli.eboardsolutions.com/SU/gve8qouMksDvi8iry3U5wA==</a>                                       |
| 5145.9  | Hate-Motivated Behavior -<br><a href="https://simbli.eboardsolutions.com/SU/BCpWbC2n8mxqBplMkeCxPg==">https://simbli.eboardsolutions.com/SU/BCpWbC2n8mxqBplMkeCxPg==</a>                                 |
| 5146    | Married/Pregnant/Parenting Students -<br><a href="https://simbli.eboardsolutions.com/SU/kNde6Z2sz9B0bMq37CKDyQ==">https://simbli.eboardsolutions.com/SU/kNde6Z2sz9B0bMq37CKDyQ==</a>                     |
| 6011    | Academic Standards -<br><a href="https://simbli.eboardsolutions.com/SU/LxpayTTq3LgQlFt1R1lmEA==">https://simbli.eboardsolutions.com/SU/LxpayTTq3LgQlFt1R1lmEA==</a>                                      |
| 6020    | Parent Involvement -<br><a href="https://simbli.eboardsolutions.com/SU/oA2aBIYNkCpg7Yjd3ZAwow==">https://simbli.eboardsolutions.com/SU/oA2aBIYNkCpg7Yjd3ZAwow==</a>                                      |
| 6020    | Parent Involvement -<br><a href="https://simbli.eboardsolutions.com/SU/XCbts746RWFqijEE8GPNpQ==">https://simbli.eboardsolutions.com/SU/XCbts746RWFqijEE8GPNpQ==</a>                                      |
| 6141    | Curriculum Development And Evaluation -<br><a href="https://simbli.eboardsolutions.com/SU/VYnljyvVICioMRtesjCvaQ==">https://simbli.eboardsolutions.com/SU/VYnljyvVICioMRtesjCvaQ==</a>                   |
| 6141.2  | Recognition Of Religious Beliefs And Customs -<br><a href="https://simbli.eboardsolutions.com/SU/COV7C2eXly3ZEIYBc9YIRQ==">https://simbli.eboardsolutions.com/SU/COV7C2eXly3ZEIYBc9YIRQ==</a>            |
| 6141.2  | Recognition Of Religious Beliefs And Customs -<br><a href="https://simbli.eboardsolutions.com/SU/TUkVYm8R9lp6u9cCjjVWQ==">https://simbli.eboardsolutions.com/SU/TUkVYm8R9lp6u9cCjjVWQ==</a>              |
| 6142.1  | Sexual Health And HIV/AIDS Prevention Instruction -<br><a href="https://simbli.eboardsolutions.com/SU/Q8tVuLnGZzKk1KhXhtY1qA==">https://simbli.eboardsolutions.com/SU/Q8tVuLnGZzKk1KhXhtY1qA==</a>       |
| 6142.1  | Sexual Health And HIV/AIDS Prevention Instruction -<br><a href="https://simbli.eboardsolutions.com/SU/NUwcuolmewTs7yugplusZHLyQ==">https://simbli.eboardsolutions.com/SU/NUwcuolmewTs7yugplusZHLyQ==</a> |
| 6142.7  | Physical Education And Activity -<br><a href="https://simbli.eboardsolutions.com/SU/JiplusZmGslshHkm74v5p7Jm2beQ==">https://simbli.eboardsolutions.com/SU/JiplusZmGslshHkm74v5p7Jm2beQ==</a>             |
| 6142.7  | Physical Education And Activity -<br><a href="https://simbli.eboardsolutions.com/SU/XG8GEWuqF7c9plusK6DuD9RAw==">https://simbli.eboardsolutions.com/SU/XG8GEWuqF7c9plusK6DuD9RAw==</a>                   |
| 6143    | Courses Of Study -<br><a href="https://simbli.eboardsolutions.com/SU/qMkcQKiX6Z298Bsx6ooFHQ==">https://simbli.eboardsolutions.com/SU/qMkcQKiX6Z298Bsx6ooFHQ==</a>  |
| 6143    | Courses Of Study -<br><a href="https://simbli.eboardsolutions.com/SU/zQVzzunlcpK7A9wXPCtkjA==">https://simbli.eboardsolutions.com/SU/zQVzzunlcpK7A9wXPCtkjA==</a>  |



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| 6144        | Controversial Issues -<br><a href="https://simbli.eboardsolutions.com/SU/fOyN8xzJ2wM4K5CQEslshoQMA==">https://simbli.eboardsolutions.com/SU/fOyN8xzJ2wM4K5CQEslshoQMA==</a>                                |
| 6144        | Controversial Issues -<br><a href="https://simbli.eboardsolutions.com/SU/ag6iqz9GIWt0gUtcUR0jsg==">https://simbli.eboardsolutions.com/SU/ag6iqz9GIWt0gUtcUR0jsg==</a>                                      |
| 6145.8      | Assemblies And Special Events -<br><a href="https://simbli.eboardsolutions.com/SU/oL1cJTUepswUBS8GmjYe9Q==">https://simbli.eboardsolutions.com/SU/oL1cJTUepswUBS8GmjYe9Q==</a>                             |
| 6161.1      | Selection And Evaluation Of Instructional Materials -<br><a href="https://simbli.eboardsolutions.com/SU/SheJayQzgsoCvHnElrplus0IA==">https://simbli.eboardsolutions.com/SU/SheJayQzgsoCvHnElrplus0IA==</a> |
| 6161.1      | Selection And Evaluation Of Instructional Materials -<br><a href="https://simbli.eboardsolutions.com/SU/T50vSgtBJdJywubzhhoAfA==">https://simbli.eboardsolutions.com/SU/T50vSgtBJdJywubzhhoAfA==</a>       |
| 6163.4      | Student Use Of Technology -<br><a href="https://simbli.eboardsolutions.com/SU/Pa9GrEWIFCaRR4zshb5WRQ==">https://simbli.eboardsolutions.com/SU/Pa9GrEWIFCaRR4zshb5WRQ==</a>                                 |
| 6163.4-E(1) | Student Use Of Technology -<br><a href="https://simbli.eboardsolutions.com/SU/H46Vlw9cWCtoycUqlBfPFg==">https://simbli.eboardsolutions.com/SU/H46Vlw9cWCtoycUqlBfPFg==</a>                                 |
| 6164.2      | Guidance/Counseling Services -<br><a href="https://simbli.eboardsolutions.com/SU/dK0hwL4Oq43Rkdv2Dxcdvg==">https://simbli.eboardsolutions.com/SU/dK0hwL4Oq43Rkdv2Dxcdvg==</a>                              |
| 6190        | Evaluation Of The Instructional Program -<br><a href="https://simbli.eboardsolutions.com/SU/kZgbAoKXVNiclowVVWIGslshQ==">https://simbli.eboardsolutions.com/SU/kZgbAoKXVNiclowVVWIGslshQ==</a>             |

## HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Joy C. Gabler

FROM: David Endo

DATE: 05/17/2021

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

FOR: ☒ Information  
☐ Action

Date you wish to have your item considered: 05/26/2021

**ITEM:**

Consider adoption of the following Board Policy and Administrative Regulation:  
BP/AR 3311.1 – Uniform Public Construction Cost Accounting Procedures

**PURPOSE:**

The attached Board Policy and Administrative Regulation are being revised to update the procurement thresholds related to the Uniform Public Construction Cost Accounting Procedures.

**FISCAL IMPACT:**

None.

**RECOMMENDATIONS:**

Adopt the following Board Policy and Administrative Regulation:  
BP/AR 3311.1 – Uniform Public Construction Cost Accounting Procedures

**Policy 3311.1: Uniform Public Construction Cost Accounting Procedures**

**Status:** DRAFT

**Original Adopted Date:** 05/24/2017

In awarding contracts for public works projects involving district facilities, the ~~Board of Trustees~~<sup>Governing Board</sup> desires to obtain the best value to the district and ensure the qualifications of contractors to complete the project in a satisfactory manner. The Board has, by resolution, adopted the procedures set forth in the Uniform Public Construction Cost Accounting Act pursuant to Public Contract Code 22030-22045, including the informal bidding procedures when allowed by law.

~~(cf. 3311 – Bids)~~

~~(cf. 7110 – Facilities Master Plan)~~

The Board delegates to the Superintendent or designee the responsibilities to award any contract eligible for informal bidding procedures and to develop plans, specifications, and working details for all public projects requiring formal bidding procedures.

No work, project, service, or purchase shall be split or separated into smaller work orders or projects for the purpose of evading legal requirements for competitive bidding. (Public Contract Code 22033)

Projects awarded through the UPCCAA shall be subject to the cost accounting procedures established by the California Uniform Construction Cost Accounting Commission. (Public Contract Code 22030)

**Emergency Actions**

When formal bids are required by law but an emergency necessitates immediate repair or replacements, the Board may, upon a four-fifths vote of the Board, proceed to replace or repair a facility without adopting plans, specifications, strain sheets, or working details or giving notice for bids to let contracts. The work may be done by day labor under the direction of the Board and/or contractor. The emergency action shall subsequently be reviewed by the Board in accordance with Public Contract Code 22050 and shall be terminated at the earliest possible date that conditions warrant, so that the remainder of the emergency action may be completed by giving notice for bids to let contracts. (Public Contract Code 1102, 22035, 22050)

~~(cf. 9323.2 – Actions by the Board)~~

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**Regulation 3311.1: Uniform Public Construction Cost Accounting Procedures**

**Status:** DRAFT

**Original Adopted Date:** 05/24/2017

Procedures for awarding contracts for public works projects shall be determined on the basis of the amount of the project, as follows:

1. Public projects of \$~~60,000~~~~45,000~~ or less may be performed by district employees by force account, negotiated contract, or purchase order. (Public Contract Code 22032)

2. Contracts for public projects of \$~~200,000~~~~175,000~~ or less may be awarded through the following informal procedures: (Public Contract Code 22032, 22034, 22038)

a. The Superintendent or designee shall prepare a notice inviting informal bids which describes the project in general terms, explains how to obtain further information about the project, and states the time and place for the submission of bids. This notice shall be disseminated by mail, fax, or email to either or both of the following: ~~maintain a list of qualified contractors, identified according to categories of work.~~

~~b. The Superintendent or designee shall prepare a notice inviting informal bids which describes the project in general terms, explains how to obtain more information about the project, and states the time and place for submission of bids. The notice shall be disseminated by mail, fax, or email to all contractors on the district's list for the category of work being bid, unless the product or service is proprietary, at least 10 calendar days before bids are due. In addition, the Superintendent or designee may mail, fax, or email a notice inviting informal bids to all construction trade journals identified pursuant to Public Contract Code 22036.~~

i. All contractors on a list of qualified contractors maintained by the district for the category of work being bid, unless the product or service is proprietary, at least 10 calendar days before bids are due

ii. All construction trade journals identified pursuant to Public Contract Code 22036

b. The district shall review the informal bids ~~that were submitted~~ and award the contract, except that:

i. If all bids received through the informal process are in excess of \$~~200,000~~~~175,000~~, the contract may be awarded to the lowest responsible bidder, provided that the Governing Board adopts a resolution with a four-fifths vote to award the contract at \$~~212,500~~~~187,500~~ or less and the Board determines the district's cost estimate is reasonable.

ii. If no bids are received through the informal bid procedure, the project may be performed by district employees by force account or negotiated contract.

3. Public projects of more than \$~~200,000~~~~175,000~~ shall, except as otherwise provided by law, be subject to formal bidding procedures, as follows: (Public Contract Code 22032, 22037, 22038)

a. Notice inviting formal bids shall state the time and place for receiving and opening sealed bids and distinctly describe the project. The notice shall be disseminated in both of the following ways:

i. Through publication in a newspaper of general circulation in the district's jurisdiction or, if there is no such newspaper, then by posting the notice in at least three places designated by the district as places for posting its notices. Such notice shall be published at least 14 calendar days before the date that bids will be opened.

ii. By mail and electronically, if available, by either fax or email, to all construction trade journals identified pursuant to Public Contract Code 22036. Such notice shall be sent at least 15 calendar days before the date that bids will be opened.

In addition to the notice required above, the district may give such other notice as it deems proper.

b. The district shall award the contract as follows:

i. The contract shall be awarded to the lowest responsible bidder. If two or more bids are the same and the lowest,

the district may accept the one it chooses.

ii. At its discretion, the district may reject all bids presented and declare that the project can be more economically performed by district employees, provided that the district notifies an apparent low bidder, in writing, of the district's intention to reject the bid. Such notice shall be mailed at least two business days prior to the hearing at which the district intends to reject the bid.

iii. If no bids are received through the formal bid procedure, the project may be performed by district employees by force account or negotiated contract.

~~(cf. 3311 – Bids)~~

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

**TO:** Joy C. Gabler

**FROM:** Jaime Martinez

**DATE:** May 17, 2021

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

**DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED:** **May 26, 2021**

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

**PURPOSE:**

**a. Employment**

- Kimberly Brown, LVN, Wilson – 6.0 hours, effective 05/10/21
- Tania Garcia, Bus Driver, Transportation – 4.5 hours, effective 04/26/21

Temporary Employees/Substitutes

- John Barragan, Substitute Custodian II, effective 5/10/21
- Rosalie Chavez, Substitute Yard Supervisor, effective 05/06/21
- Darius Meza, Substitute Custodian I, effective 05/10/21
- Shelby Alcaraz, Short-term Special Ed Aide – 5.0 hours, Wilson, effective 05/05/21-06/04/21
- Megan Schaub, Short-term Special Ed Aide – 5.0 hours, Monroe, effective 05/03/21 – 06/04/21
- Oscar Barron, Short-term Licensed Vocational Nurse – 3.0 hours, Lincoln, effective 05/11/21 - 05/26/21

**b. Resignations**

- Elizabeth Chavez, Yard Supervisor – 1.75 hours, King, effective 05/07/21
- Sarah Evans, Special Education Aide – 5.0 hours, Richmond, effective 06/04/21
- Jeannie Fromme, Special Education Aide – 5.0 hours, Simas, effective 06/04/21
- Brooke Fuller, Teacher, Woodrow Wilson, effective 06/04/21

- Cindy Lerma Navarro, Ready Tutor – 4.5 hours, King, effective 05/21/21
- Jaime Reyes Camargo, Food Service Utility Worker – 3.5 hours, Food Services, effective 06/04/21
- Alison Vidal, Special Education Aide – 5.0 hours, Richmond, effective 06/04/21

**c. Retirement**

- Denise Hurt, Special Education Aide, Simas, effective 06/04/21

**d. Promotion**

- Sherman Royal, Custodian II – 8.0 hours, District Office, to Student Specialist – 8.0 hours, Richmond, effective 07/27/21

**RECOMMENDATION:** Approve.

## HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Joy C. Gabler

FROM: David Endo

DATE: 05/17/2021

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

FOR: ☐ Information  
☒ Action

Date you wish to have your item considered: 05/26/2021

**ITEM:**

Consider approval of actuarial contract for services in accordance with Government Accounting Standards Board (GASB) Statement 75.

**PURPOSE:**

The District is required to quantify its postemployment employee benefit liability in accordance with Government Accounting Standards Board (GASB) Statement 75. Demsey, Filliger & Associates has provided the attached proposal to complete the study.

**FISCAL IMPACT:**

The proposed cost is \$6,000.

**RECOMMENDATIONS:**

Approve the contract for services.



April 14, 2021

Dear David:

Thank you for this opportunity to provide the District with the following proposal for actuarial services. Hanford Elementary School District has been a DFA, LLC (DFA) client since 2005. We value our relationship and hope to continue it for many years into the future.

### **Fees**

Our flat fee, for the scope of work (described below) will be as follows:

|   |           |
|---|-----------|
| Actuarial Report as of July 1, 2021   | \$4,500   |
| GASB 75 footnote information for fiscal year ending June 30, 2022                                   | \$750     |
| GASB 75 footnote information for fiscal year ending June 30, 2023                                   | \$750     |
| Meeting with District staff or board to explain the report and discuss any other issues or concerns | No Charge |
| Total Fee   | \$6,000   |

While we believe our fees to be quite competitive, please contact us immediately if you have any concerns about the level of fees. We would not want fees to affect our relationship and are available to discuss any concerns.

### **Scope of Work**

DFA will provide Hanford Elementary School District with an actuarial report as of July 1, 2021, setting forth all District liabilities of the postretirement health benefit program, including a projection of District expenditures under the plan. Our report will contain the following information:

- Determination of postretirement benefit obligations and components of expense in accordance with the Statement No. 75 of the Governmental Accounting Standards Board for fiscal year beginning July 1, 2021.
- Alternative amounts for prefunding the obligations as a percent of covered employee payroll.
- Reconciliation of Total OPEB Liability with the prior actuarial report.
- Roll-forward of Net OPEB Liability to GASB 75 measurement date.
- Summary of plan provisions, actuarial assumptions, and certification.

The scope also includes:

- Preparation (or review) of the GASB 75 footnote information at the time the District prepares its financial statements for fiscal years ending June 30, 2022 and June 30, 2023.
- Meeting with District staff or board to explain the report and discuss any other issues or concerns. Meeting would be virtual, in-person, or by telephone as requested.

### **Why Choose DFA**

*Continuity and Succession – Uninterrupted Service.* Hanford Elementary School District has been a DFA client since 2005. We continue to maintain easy access to your historical information in a secure environment. This allows us to supplement our services with a certain level of institutional knowledge.

We value our relationship and hope to continue it for many years into the future. We have developed a succession plan, in which our credentialed actuaries will ensure uninterrupted service for the foreseeable future. Our credentialed actuaries have years of experience ranging between 11 and 33 years. Individual biographies for all team members are available upon request.

*Team Approach – Quality.* Our valuations are prepared and peer-reviewed under the supervision of at least two credentialed actuaries on staff. Our approach results in a higher degree of quality control, improved response times, and effective project management. In addition, our team approach facilitates individual growth among the team members who serve you.

*Systems – Improving Processing Time.* We have made significant investments in technology. We moved away from a homegrown actuarial system to a world-renown valuation system. The system improves our processing time, enhances our capabilities, and helps in the recruitment of top talent.

We are currently testing and will soon roll out an interactive, state-of-the-art data management system to further improve processing time and to build a comprehensive database for each client.

*Professional and Commercial Insurance.* DFA is covered by appropriate levels of professional and commercial insurance. We are available to provide proof of insurance upon request.

\*\*\*\*\*

Feel free to call us with any questions about this proposal.

Sincerely,

DFA, LLC

**Hanford Elementary School District**  
**GASB 75 DISCLOSURE DATA REQUEST**

April 14, 2021

Dear David:

We are requesting the information required for the July 1, 2021, GASB 75 valuation of the retiree health insurance program.

We have prepared the checklist below to guide you through the data gathering process and to help ensure all required data is included.

- ☐ Census Data: Complete list of all active employees and retirees as of the valuation date. The Excel workbook provided shows a sample layout and label options. Additional notes can be found throughout the Excel workbook. If you provide the census data in a different worksheet, please reference the notes in the provided Excel sheet to be sure the data you have assembled is complete.
- ☐ Health Premiums: Premium rate sheets that show active rates, under age 65 retiree rates, and over age 65 (Medicare) retiree rates for all plans available to employees for the one-year period starting at the valuation date. This should include all benefits available to retirees such as medical, pharmacy, dental, vision, and/or life insurance.
- ☐ Employee Contracts: Relevant sections of collective bargaining agreements (Retirees' Health Insurance), employee booklets, and/or memorandum of understanding documents describing other post-employment benefits for retirees as of the valuation date.
- ☐ Audit: Copy of the most recent completed financial audit.
- ☐ Payroll: Total covered payroll for benefit eligible employees for the most recent completed fiscal year. This amount represents total gross wages before adjustments for benefits.
- ☐ Contributions: The pay-as-you-go contributions for retiree health benefits for the most recent completed fiscal year.
- ☐ OPEB Trust: If there is an irrevocable other post-employment benefits trust account, a copy of the annual statement for the most recent completed fiscal year.

Please email the updated workbook and attachments to Carlos Diaz: [cdiaz@dfa-actuaries.com](mailto:cdiaz@dfa-actuaries.com).

After you have had a chance to review this information, please let us know if you have any questions.

Regards,

Carlos Diaz

## HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Joy C. Gabler

FROM: David Endo

DATE: 05/17/2021

FOR: ☐ Board Meeting  
☒ Superintendent's Cabinet

FOR: ☐ Information  
☒ Action

Date you wish to have your item considered: 05/26/2021

**ITEM:**

Consider the adoption of Resolution #25-21: 20-21 Budget revision #4

**PURPOSE:**

There have been some significant changes since the 2<sup>nd</sup> interim report that necessitate the budget to be formally revised for the governing board. Specific to which includes the revisions related to the COVID-19 pandemic funding.

**FISCAL IMPACT:**

See attached

**RECOMMENDATIONS:**

Adopt Resolution #25-21.

# General Fund Budget Comparison

|  | 20/21 2nd interim   | 20/21 Revised       | Change              | Explanation  | 265 |
|--|---------------------|---------------------|---------------------|--|-----|
| <b>BEGINNING BALANCE</b>                       |                     |                     |                     |  |     |
| Net Beginning Balance                          | \$14,162,588        | \$14,162,588        |                     |  |     |
| <b>REVENUES</b>                                |                     |                     |                     |  |     |
| LCFF Sources                                   | \$61,817,622        | \$61,817,622        | \$0                 |  |     |
| Federal Revenues                               | \$10,527,106        | \$19,294,687        | \$8,767,580         | \$7,489k ESSER II / \$1,097 Title I  |     |
| Other State Revenues                           | \$7,352,842         | \$11,690,629        | \$4,337,787         | \$4,337k Expanded Learning Opportunities   |     |
| Other Local Revenues                           | \$2,496,370         | \$2,555,725         | \$59,355            | \$85k interest   |     |
| <b>Total, Revenues</b>                         | <b>\$82,193,940</b> | <b>\$95,358,663</b> | <b>\$13,164,722</b> |  |     |
| <b>EXPENDITURES</b>                            |                     |                     |                     |  |     |
| Certificated Salaries                          | \$31,203,921        | \$31,197,701        | (\$6,220)           |  |     |
| Classified Salaries                            | \$12,335,592        | \$12,004,536        | (\$331,056)         | (\$28k) HR positions / (\$290k) Unfilled READY positions   |     |
| Employee Benefits                              | \$20,582,126        | \$20,456,004        | (\$126,122)         | Benefits related to above changes  |     |
|  |                     |                     |                     | \$85k Security cameras / \$24k Site supplies / \$21k Homeless supplies / \$75k Title I e-books /     |     |
| Books and Supplies                             | \$5,502,328         | \$6,036,154         | \$533,826           | \$33k Title I site supplies / \$79k staff laptops / \$82k picnic tables / \$71k Title III supplies / |     |
|  |                     |                     |                     | \$49k Special Education supplies   |     |
| Services, Other Operating Expenditures         | \$6,894,724         | \$8,146,694         | \$1,251,970         | (\$98k) School Resource Officer contract / \$988k Title I services / \$428k Ionizers                 |     |
| Capital Outlay                                 | \$2,255,100         | \$2,408,018         | \$152,918           | \$143k Switches and Smartboards  |     |
| Other Outgo(excl. 7300`s)                      | \$1,455,163         | \$1,497,521         | \$42,358            | \$62k Special Education transfer / (\$24k) Excess SELPA costs  |     |
| Direct/Indirect Support                        | (\$150,000)         | (\$140,000)         | \$10,000            |  |     |
| <b>Total Expenditures</b>                      | <b>\$80,078,954</b> | <b>\$81,606,629</b> | <b>\$1,527,674</b>  |  |     |
| <b>OTHER FINANCING SOURCES/USES</b>            |                     |                     |                     |  |     |
| Transfers                                      |                     |                     |                     |  |     |
| Transfers In                                   | \$0                 | \$0                 | \$0                 |  |     |
| Transfers Out                                  | \$284,735           | \$284,735           | \$0                 |  |     |
| Other Sources/Uses                             |                     | \$0                 |                     |  |     |
| Sources  | \$1,240,000         | \$1,238,825         | (\$1,175)           |  |     |
| Contributions                                  | \$0                 | \$0                 | \$0                 |  |     |
| <b>Total, Other Financing Sources/Uses</b>     | <b>\$955,265</b>    | <b>\$954,090</b>    | <b>(\$1,175)</b>    |  |     |
| <b>NET INCREASE (DECREASE) IN FUND BALANCE</b> | <b>\$3,070,251</b>  | <b>\$14,706,124</b> | <b>\$11,635,873</b> |  |     |
| <b>ENDING FUND BALANCE</b>                     | <b>\$17,232,838</b> | <b>\$28,868,712</b> | <b>\$11,635,873</b> |  |     |

BEFORE THE GOVERNING BOARD OF THE  
HANFORD ELEMENTARY SCHOOL DISTRICT  
COUNTY OF KINGS, STATE OF CALIFORNIA

The Matter of  
Adopting Budget  
Revisions

**RESOLUTION #: 25-21**

**NOW, THEREFORE**, the Board of Trustees of the District resolves that the transfers for the attached budget revision be made as indicated.

The Board of Trustees adopted this resolution on                      05/26/2021                      by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

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Clerk of the Governing Board

**Pending Budget Revision**  
**Control Number 20210008**  
**ResolutionNo. 25-21**

Fund: 0100 General Fund

| FD---RE---Y-GO---FN---OB-----SI--L2   | Revised           | Adjustments    | Proposed          |
|---------------------------------------|-------------------|----------------|-------------------|
| <b>Income</b>                         |                   |                |                   |
| 0100-0332-0-0000-0000-898000-062-0000 | (\$580,976.00)    | \$320,196.20   | (\$260,779.80)    |
| 0100-6512-0-5760-0000-859000-000-0000 | \$272,645.00      | (\$272,645.00) | \$0.00            |
| 0100-6546-0-0000-0000-859000-000-0000 | \$0.00            | \$272,645.00   | \$272,645.00      |
| 0100-7415-0-0000-0000-859000-000-0000 | \$138,712.00      | (\$2.00)       | \$138,710.00      |
| 0100-1100-0-0000-0000-898000-000-0000 | (\$650,776.00)    | (\$17,338.98)  | (\$668,114.98)    |
| 0100-1100-0-0000-0000-898000-010-0000 | \$0.00            | \$10,000.00    | \$10,000.00       |
| 0100-1100-0-0000-0000-898000-020-0000 | \$0.00            | \$1,400.00     | \$1,400.00        |
| 0100-1100-0-0000-0000-898000-021-0000 | \$59,683.00       | \$5,629.88     | \$65,312.88       |
| 0100-1100-0-0000-0000-898000-022-0000 | \$51,858.00       | \$1,250.00     | \$53,108.00       |
| 0100-1100-0-0000-0000-898000-024-0000 | \$58,090.00       | \$164.00       | \$58,254.00       |
| 0100-1100-0-0000-0000-898000-025-0000 | \$37,038.00       | \$1,250.00     | \$38,288.00       |
| 0100-1100-0-0000-0000-898000-026-0000 | \$43,650.00       | \$5,245.10     | \$48,895.10       |
| 0100-1100-0-0000-0000-898000-027-0000 | \$44,562.00       | \$3,750.00     | \$48,312.00       |
| 0100-1100-0-0000-0000-898000-029-0000 | \$40,264.00       | \$3,000.00     | \$43,264.00       |
| 0100-1100-0-0000-0000-898000-030-0000 | \$113,080.00      | (\$6,850.00)   | \$106,230.00      |
| 0100-1100-0-0000-0000-898000-031-0000 | \$127,555.00      | (\$7,500.00)   | \$120,055.00      |
| 0100-7425-0-0000-0000-859000-000-0000 | \$0.00            | \$3,912,410.00 | \$3,912,410.00    |
| 0100-3010-0-0000-0000-829000-000-0000 | \$1,721,238.00    | \$1,096,949.00 | \$2,818,187.00    |
| 0100-3010-0-0000-0000-899000-000-0000 | (\$966,750.00)    | (\$61,729.00)  | (\$1,028,479.00)  |
| 0100-3150-0-0000-0000-899000-000-0000 | \$1,133,514.00    | \$65,752.00    | \$1,199,266.00    |
| 0100-3210-0-0000-0000-829000-000-0000 | \$1,876,692.00    | \$10,475.00    | \$1,887,167.00    |
| 0100-7426-0-0000-0000-859000-000-0000 | \$0.00            | \$425,379.00   | \$425,379.00      |
| 0100-9053-0-0000-0000-897200-000-0000 | \$1,240,000.00    | (\$1,175.00)   | \$1,238,825.00    |
| 0100-9062-0-0000-0000-862500-000-0000 | \$0.00            | \$23,054.79    | \$23,054.79       |
| 0100-0000-0-0000-0000-829000-000-0184 | \$111,904.43      | \$51,372.11    | \$163,276.54      |
| 0100-0000-0-0000-0000-865000-000-0000 | \$20,000.00       | (\$19,999.00)  | \$1.00            |
| 0100-0000-0-0000-0000-866000-000-0000 | \$115,000.00      | \$85,000.00    | \$200,000.00      |
| 0100-0000-0-0000-0000-869900-000-0000 | \$0.00            | \$3,578.76     | \$3,578.76        |
| 0100-0000-0-0000-0000-869900-014-0000 | \$0.00            | \$170.00       | \$170.00          |
| 0100-0000-0-0000-0000-869900-021-0000 | \$0.00            | \$129.88       | \$129.88          |
| 0100-0000-0-0000-0000-869900-022-0000 | \$0.00            | \$24.93        | \$24.93           |
| 0100-0000-0-0000-0000-869900-024-0000 | \$0.00            | \$164.00       | \$164.00          |
| 0100-0000-0-0000-0000-869900-026-0000 | \$0.00            | \$1,490.02     | \$1,490.02        |
| 0100-0000-0-0000-0000-869900-050-0000 | \$0.00            | \$635.00       | \$635.00          |
| 0100-0000-0-0000-0000-869900-050-0170 | \$0.00            | \$120.00       | \$120.00          |
| 0100-0000-0-0000-0000-898000-000-0000 | (\$14,110,665.19) | (\$14,129.60)  | (\$14,124,794.79) |
| 0100-0000-0-0000-0000-898030-000-0000 | (\$3,197,744.00)  | (\$110,047.39) | (\$3,307,791.39)  |
| 0100-3212-0-0000-0000-829000-000-0000 | \$0.00            | \$7,489,495.00 | \$7,489,495.00    |
| 0100-6010-0-0000-0000-898000-021-0000 | \$62,044.60       | (\$16,673.00)  | \$45,371.60       |
| 0100-6010-0-0000-0000-898000-022-0000 | \$66,454.60       | (\$50,239.00)  | \$16,215.60       |
| 0100-6010-0-0000-0000-898000-023-0000 | \$66,457.60       | \$3,733.00     | \$70,190.60       |
| 0100-6010-0-0000-0000-898000-024-0000 | \$70,716.60       | (\$43,168.00)  | \$27,548.60       |
| 0100-6010-0-0000-0000-898000-025-0000 | \$69,259.60       | (\$43,809.00)  | \$25,450.60       |

**Pending Budget Revision**  
**Control Number 20210008**  
**Resolution No. 25-21**

Fund: 0100 General Fund

| FD---RE---Y-GO---FN---OB-----SI--L2   | Revised                 | Adjustments            | Proposed              |
|---------------------------------------|-------------------------|------------------------|-----------------------|
| <b>Income</b>                         |                         |                        |                       |
| 0100-6010-0-0000-0000-898000-026-0000 | \$54,814.60             | (\$19,083.00)          | \$35,731.60           |
| 0100-6010-0-0000-0000-898000-027-0000 | \$62,458.60             | (\$62,458.60)          | \$0.00                |
| 0100-6010-0-0000-0000-898000-028-0000 | \$65,193.60             | (\$45,126.00)          | \$20,067.60           |
| 0100-6010-0-0000-0000-898000-029-0000 | \$63,581.60             | (\$43,378.00)          | \$20,203.60           |
| 0100-6500-0-5760-0000-879200-000-0000 | \$2,005,145.00          | (\$35,013.00)          | \$1,970,132.00        |
| 0100-6500-0-5760-0000-898030-000-0000 | \$3,197,744.00          | \$110,047.39           | \$3,307,791.39        |
| 0100-3310-0-5760-0000-818100-000-0000 | \$226,912.00            | (\$1,087.00)           | \$225,825.00          |
| 0100-3310-0-5760-0000-898000-000-0000 | \$86,817.00             | \$14,135.00            | \$100,952.00          |
| 0100-3311-0-5760-0000-818100-000-0000 | \$705.00                | \$4,350.00             | \$5,055.00            |
| 0100-4035-0-0000-0000-829000-000-0000 | \$377,984.00            | \$40,806.00            | \$418,790.00          |
| 0100-4127-0-0000-0000-829000-000-0000 | \$166,764.00            | \$4,023.00             | \$170,787.00          |
| 0100-4127-0-0000-0000-899000-000-0000 | (\$166,764.00)          | (\$4,023.00)           | (\$170,787.00)        |
| 0100-4203-0-0000-0000-829000-000-0000 | \$215,872.00            | \$71,197.00            | \$287,069.00          |
| <b>***Income Total</b>                | <b>(\$5,609,265.36)</b> | <b>\$13,163,547.49</b> | <b>\$7,554,282.13</b> |
| <b>Expenses</b>                       |                         |                        |                       |
| 0100-0000-0-1110-1000-330100-027-0000 | \$25,596.00             | (\$746.00)             | \$24,850.00           |
| 0100-0000-0-1110-1000-330100-028-0000 | \$24,699.00             | (\$1,278.00)           | \$23,421.00           |
| 0100-0000-0-1110-1000-340100-025-0000 | \$275,258.00            | \$15,046.00            | \$290,304.00          |
| 0100-0000-0-1110-1000-340100-027-0000 | \$308,572.00            | (\$15,046.00)          | \$293,526.00          |
| 0100-0000-0-1110-1000-340100-028-0000 | \$303,523.00            | (\$12,488.00)          | \$291,035.00          |
| 0100-0000-0-1110-1000-350100-020-0000 | \$194.00                | (\$42.00)              | \$152.00              |
| 0100-0000-0-1110-1000-350100-025-0000 | \$717.00                | \$26.00                | \$743.00              |
| 0100-0000-0-1110-1000-350100-027-0000 | \$883.00                | (\$26.00)              | \$857.00              |
| 0100-0000-0-1110-1000-350100-028-0000 | \$852.00                | (\$44.00)              | \$808.00              |
| 0100-0000-0-1110-1000-360100-020-0000 | \$7,450.00              | (\$1,632.00)           | \$5,818.00            |
| 0100-0000-0-1110-1000-360100-025-0000 | \$27,550.00             | \$988.00               | \$28,538.00           |
| 0100-0000-0-1110-1000-360100-027-0000 | \$33,893.00             | (\$989.00)             | \$32,904.00           |
| 0100-0000-0-1110-1000-360100-028-0000 | \$32,705.00             | (\$1,692.00)           | \$31,013.00           |
| 0100-0000-0-1110-1000-430000-010-0000 | \$16,279.40             | (\$13,566.04)          | \$2,713.36            |
| 0100-0000-0-1110-1000-440000-010-0000 | \$25,333.10             | (\$15,335.25)          | \$9,997.85            |
| 0100-0000-0-1134-1000-430000-053-0000 | \$5,544.00              | \$45.00                | \$5,589.00            |
| 0100-0000-0-1134-1000-520003-053-0000 | \$400.00                | (\$45.00)              | \$355.00              |
| 0100-0097-0-0000-7400-430000-003-0000 | \$16,857.05             | (\$15,993.54)          | \$863.51              |
| 0100-0097-0-0000-7400-430000-010-1111 | \$3,833.11              | (\$3,833.11)           | \$0.00                |
| 0100-0097-0-0000-8200-430000-016-0000 | \$1,898.28              | (\$1,898.28)           | \$0.00                |
| 0100-0097-0-0000-8200-430000-016-1111 | \$13,946.42             | (\$13,946.42)          | \$0.00                |
| 0100-0097-0-0000-8200-440000-016-1111 | \$9,652.48              | (\$9,652.48)           | \$0.00                |
| 0100-0332-0-0000-2100-520000-062-0000 | \$3,750.00              | (\$900.00)             | \$2,850.00            |
| 0100-0332-0-0000-2150-560000-005-0000 | \$1,000.00              | (\$375.00)             | \$625.00              |
| 0100-0332-0-0000-2150-580011-005-0000 | \$2,660.00              | \$375.00               | \$3,035.00            |
| 0100-0332-0-0000-2420-220020-031-0000 | \$0.00                  | \$921.00               | \$921.00              |
| 0100-0332-0-0000-2420-320200-031-0000 | \$3,268.00              | \$191.00               | \$3,459.00            |



**Pending Budget Revision**  
**Control Number 20210008**  
**Resolution No. 25-21**

Fund: 0100 General Fund

| FD---RE---Y-GO---FN---OB-----SI--L2   | Revised       | Adjustments   | Proposed      |
|---------------------------------------|---------------|---------------|---------------|
| <b>Expenses</b>                       |               |               |               |
| 0100-0332-0-0000-2420-330200-031-0000 | \$1,208.00    | \$70.00       | \$1,278.00    |
| 0100-0332-0-0000-2420-360200-031-0000 | \$303.00      | \$18.00       | \$321.00      |
| 0100-0332-0-0000-2495-571030-005-0000 | \$4,000.00    | (\$1,769.00)  | \$2,231.00    |
| 0100-0332-0-0000-2495-575030-005-0000 | \$3,196.00    | (\$3,000.00)  | \$196.00      |
| 0100-0332-0-0000-2495-580011-005-0000 | \$0.00        | \$4,769.00    | \$4,769.00    |
| 0100-0332-0-0000-2700-130000-021-0000 | \$0.00        | \$12,371.00   | \$12,371.00   |
| 0100-0332-0-0000-2700-310100-021-0000 | \$0.00        | \$1,998.00    | \$1,998.00    |
| 0100-0332-0-0000-2700-330100-021-0000 | \$0.00        | \$179.00      | \$179.00      |
| 0100-0332-0-0000-2700-340100-021-0000 | \$0.00        | \$1,804.00    | \$1,804.00    |
| 0100-0332-0-0000-2700-350100-021-0000 | \$0.00        | \$6.00        | \$6.00        |
| 0100-0332-0-0000-2700-360100-021-0000 | \$0.00        | \$238.00      | \$238.00      |
| 0100-0332-0-0000-3110-130000-021-0000 | \$0.00        | \$26,804.00   | \$26,804.00   |
| 0100-0332-0-0000-3110-310100-021-0000 | \$0.00        | \$4,329.00    | \$4,329.00    |
| 0100-0332-0-0000-3110-330100-021-0000 | \$0.00        | \$389.00      | \$389.00      |
| 0100-0332-0-0000-3110-340100-021-0000 | \$0.00        | \$3,909.00    | \$3,909.00    |
| 0100-0332-0-0000-3110-350100-021-0000 | \$0.00        | \$13.00       | \$13.00       |
| 0100-0332-0-0000-3110-360100-021-0000 | \$0.00        | \$515.00      | \$515.00      |
| 0100-0332-0-0000-3140-580000-062-0000 | \$0.00        | \$900.00      | \$900.00      |
| 0100-0332-0-0000-8300-510000-063-0000 | \$171,040.00  | (\$98,020.00) | \$73,020.00   |
| 0100-0332-0-1110-1000-420000-005-0000 | \$1,000.00    | (\$141.00)    | \$859.00      |
| 0100-0332-0-1110-1000-430000-005-0000 | \$1,200.00    | \$45.00       | \$1,245.00    |
| 0100-0332-0-1110-1000-430000-027-0000 | \$7,837.00    | (\$175.00)    | \$7,662.00    |
| 0100-0332-0-1110-1000-430000-028-0000 | \$6,610.00    | \$2,000.00    | \$8,610.00    |
| 0100-0332-0-1110-1000-571005-027-0000 | \$0.00        | \$68.00       | \$68.00       |
| 0100-0332-0-1110-1000-571005-056-0000 | (\$20,232.00) | \$954.40      | (\$19,277.60) |
| 0100-0332-0-1110-1000-575030-028-0000 | \$2,250.00    | (\$2,000.00)  | \$250.00      |
| 0100-0332-0-1110-1000-575030-031-0000 | \$2,000.00    | (\$1,200.00)  | \$800.00      |
| 0100-0332-0-1110-1000-580011-005-0000 | \$149.00      | \$96.00       | \$245.00      |
| 0100-0332-0-1110-1000-580011-027-0000 | \$0.00        | \$150.00      | \$150.00      |
| 0100-0332-0-1110-4000-420000-020-0000 | \$0.00        | \$683.88      | \$683.88      |
| 0100-0332-0-1110-4000-430000-020-0000 | \$10,000.00   | \$6,473.00    | \$16,473.00   |
| 0100-0332-0-1110-4000-430000-023-0000 | \$1,350.00    | \$350.00      | \$1,700.00    |
| 0100-0332-0-1110-4000-430000-024-0000 | \$1,000.00    | \$693.00      | \$1,693.00    |
| 0100-0332-0-1110-4000-430000-027-0000 | \$1,350.00    | \$207.00      | \$1,557.00    |
| 0100-0332-0-1110-4000-430000-028-0000 | \$1,350.00    | \$346.00      | \$1,696.00    |
| 0100-6500-0-5760-1120-310100-039-0000 | \$187,225.00  | (\$1,087.00)  | \$186,138.00  |
| 0100-6500-0-5760-1120-320200-039-0000 | \$61,348.00   | (\$103.00)    | \$61,245.00   |
| 0100-6500-0-5760-1120-330100-039-0000 | \$16,810.00   | (\$98.00)     | \$16,712.00   |
| 0100-6500-0-5760-1120-330200-039-0000 | \$22,673.00   | (\$39.00)     | \$22,634.00   |
| 0100-6500-0-5760-1120-350100-039-0000 | \$580.00      | (\$4.00)      | \$576.00      |
| 0100-6500-0-5760-1120-360100-039-0000 | \$22,258.00   | (\$129.00)    | \$22,129.00   |
| 0100-6500-0-5760-1120-360200-039-0000 | \$5,690.00    | (\$9.00)      | \$5,681.00    |
| 0100-6500-0-5760-1120-420000-039-0000 | \$0.00        | \$1,161.00    | \$1,161.00    |

**Pending Budget Revision**  
**Control Number 20210008**  
**ResolutionNo. 25-21**

Fund: 0100 General Fund

| FD---RE---Y-GO---FN---OB-----SI--L2   | Revised      | Adjustments   | Proposed     |
|---------------------------------------|--------------|---------------|--------------|
| <b>Expenses</b>                       |              |               |              |
| 0100-6500-0-5760-1120-430000-039-0000 | \$3,000.00   | \$4,140.00    | \$7,140.00   |
| 0100-6500-0-5760-1120-520003-039-0000 | \$1,500.00   | (\$1,389.35)  | \$110.65     |
| 0100-6500-0-5760-1130-210010-039-0000 | \$3,000.00   | (\$3,000.00)  | \$0.00       |
| 0100-6500-0-5760-1130-210030-039-0000 | \$200.00     | \$3,048.00    | \$3,248.00   |
| 0100-6500-0-5760-1130-210040-039-0000 | \$1,000.00   | (\$1,000.00)  | \$0.00       |
| 0100-6500-0-5760-1130-320200-039-0000 | \$57,924.00  | (\$197.00)    | \$57,727.00  |
| 0100-6500-0-5760-1130-330200-039-0000 | \$21,407.00  | (\$73.00)     | \$21,334.00  |
| 0100-6500-0-5760-1130-350200-039-0000 | \$140.00     | (\$1.00)      | \$139.00     |
| 0100-6500-0-5760-1130-360200-039-0000 | \$5,373.00   | (\$19.00)     | \$5,354.00   |
| 0100-6500-0-5760-2100-430000-039-0000 | \$3,000.00   | (\$1,000.00)  | \$2,000.00   |
| 0100-6500-0-5760-2100-440000-039-0000 | \$200.00     | \$7,285.24    | \$7,485.24   |
| 0100-6500-0-5760-2100-520000-039-0000 | \$250.00     | \$2,424.98    | \$2,674.98   |
| 0100-6500-0-5760-2100-520003-039-0000 | \$300.00     | (\$300.00)    | \$0.00       |
| 0100-6500-0-5760-2100-571005-039-0000 | \$150.00     | (\$150.00)    | \$0.00       |
| 0100-6500-0-5760-2100-571030-039-0000 | \$900.00     | (\$900.00)    | \$0.00       |
| 0100-6500-0-5760-2100-571040-039-0000 | \$700.00     | (\$522.65)    | \$177.35     |
| 0100-6500-0-5760-2100-580000-039-0000 | \$100.00     | \$1,692.80    | \$1,792.80   |
| 0100-6500-0-5760-3110-520000-039-0000 | \$0.00       | \$489.00      | \$489.00     |
| 0100-6500-0-5760-3120-120000-039-0000 | \$339,408.00 | \$24,123.00   | \$363,531.00 |
| 0100-6500-0-5760-3120-310100-039-0000 | \$54,814.00  | \$3,896.00    | \$58,710.00  |
| 0100-6500-0-5760-3120-330100-039-0000 | \$4,921.00   | \$350.00      | \$5,271.00   |
| 0100-6500-0-5760-3120-340100-039-0000 | \$42,130.00  | \$2,939.00    | \$45,069.00  |
| 0100-6500-0-5760-3120-350100-039-0000 | \$170.00     | \$12.00       | \$182.00     |
| 0100-6500-0-5760-3120-360100-039-0000 | \$6,517.00   | \$463.00      | \$6,980.00   |
| 0100-6500-0-5760-3120-430000-039-0000 | \$8,000.00   | \$1,901.83    | \$9,901.83   |
| 0100-6500-0-5760-3120-440000-039-0000 | \$0.00       | \$4,305.07    | \$4,305.07   |
| 0100-6500-0-5760-3120-520000-039-0000 | \$500.00     | \$514.00      | \$1,014.00   |
| 0100-6500-0-5760-3120-520003-039-0000 | \$600.00     | (\$600.00)    | \$0.00       |
| 0100-6500-0-5760-3120-580011-039-0000 | \$3,500.00   | (\$84.63)     | \$3,415.37   |
| 0100-6500-0-5760-7210-731000-000-0000 | \$160,318.00 | \$47,682.00   | \$208,000.00 |
| 0100-6500-0-5760-9200-714220-039-0000 | \$182,570.00 | \$297.00      | \$182,867.00 |
| 0100-6500-0-5760-9200-714230-039-0000 | \$377,688.00 | (\$24,658.00) | \$353,030.00 |
| 0100-6512-0-5760-1190-110010-039-0000 | \$100.00     | (\$100.00)    | \$0.00       |
| 0100-6512-0-5760-1190-210030-039-0000 | \$505.00     | (\$505.00)    | \$0.00       |
| 0100-6512-0-5760-1190-310100-039-0000 | \$16.00      | (\$16.00)     | \$0.00       |
| 0100-6512-0-5760-1190-320200-039-0000 | \$105.00     | (\$105.00)    | \$0.00       |
| 0100-6512-0-5760-1190-330100-039-0000 | \$1.00       | (\$1.00)      | \$0.00       |
| 0100-6512-0-5760-1190-330200-039-0000 | \$39.00      | (\$39.00)     | \$0.00       |
| 0100-6512-0-5760-1190-360200-039-0000 | \$10.00      | (\$10.00)     | \$0.00       |
| 0100-6512-0-5760-3120-120000-039-0000 | \$203,645.00 | (\$38,710.00) | \$164,935.00 |
| 0100-6512-0-5760-3120-310100-039-0000 | \$32,889.00  | (\$6,252.00)  | \$26,637.00  |
| 0100-6512-0-5760-3120-330100-039-0000 | \$2,953.00   | (\$561.00)    | \$2,392.00   |
| 0100-6512-0-5760-3120-340100-039-0000 | \$24,141.00  | (\$5,271.00)  | \$18,870.00  |

**Pending Budget Revision**  
**Control Number 20210008**  
**Resolution No. 25-21**

Fund: 0100 General Fund

| FD---RE---Y-GO---FN---OB-----SI--L2   | Revised     | Adjustments  | Proposed    |
|---------------------------------------|-------------|--------------|-------------|
| <b>Expenses</b>                       |             |              |             |
| 0100-6512-0-5760-3120-350100-039-0000 | \$102.00    | (\$20.00)    | \$82.00     |
| 0100-6512-0-5760-3120-360100-039-0000 | \$3,910.00  | (\$743.00)   | \$3,167.00  |
| 0100-7388-0-0000-8200-430000-016-0000 | \$11,590.45 | (\$9,531.25) | \$2,059.20  |
| 0100-7388-0-1110-1000-430000-020-0000 | \$10,000.00 | \$55.58      | \$10,055.58 |
| 0100-7415-0-0000-2100-240000-062-0000 | \$1,568.00  | (\$0.50)     | \$1,567.50  |
| 0100-7415-0-0000-2700-240000-024-0000 | \$2,617.00  | (\$0.21)     | \$2,616.79  |
| 0100-7415-0-0000-2700-240000-027-0000 | \$2,513.00  | (\$0.27)     | \$2,512.73  |
| 0100-7415-0-0000-2700-240000-062-0000 | \$1,567.00  | \$0.50       | \$1,567.50  |
| 0100-0332-0-1110-4000-440000-020-0000 | \$1,000.00  | (\$1,000.00) | \$0.00      |
| 0100-0332-0-1110-4000-520000-020-0000 | \$200.00    | \$320.00     | \$520.00    |
| 0100-0332-0-1110-4000-560000-020-0000 | \$750.00    | (\$750.00)   | \$0.00      |
| 0100-0332-0-1110-4000-571005-020-0000 | \$50.00     | \$100.00     | \$150.00    |
| 0100-0332-0-1110-4000-571005-023-0000 | \$100.00    | (\$100.00)   | \$0.00      |
| 0100-0332-0-1110-4000-571005-024-0000 | \$100.00    | (\$93.00)    | \$7.00      |
| 0100-0332-0-1110-4000-571005-028-0000 | \$100.00    | (\$96.00)    | \$4.00      |
| 0100-0332-0-1110-4000-571005-029-0000 | \$100.00    | (\$83.40)    | \$16.60     |
| 0100-0332-0-1110-4000-571020-020-0000 | \$400.00    | (\$400.00)   | \$0.00      |
| 0100-0332-0-1110-4000-571030-020-0000 | \$2,000.00  | (\$1,411.88) | \$588.12    |
| 0100-0332-0-1110-4000-571040-020-0000 | \$200.00    | (\$115.00)   | \$85.00     |
| 0100-0332-0-1110-4000-575030-020-0000 | \$4,000.00  | (\$3,900.00) | \$100.00    |
| 0100-0332-0-1110-4000-575030-023-0000 | \$250.00    | (\$250.00)   | \$0.00      |
| 0100-0332-0-1110-4000-575030-024-0000 | \$250.00    | (\$250.00)   | \$0.00      |
| 0100-0332-0-1110-4000-575030-027-0000 | \$250.00    | (\$250.00)   | \$0.00      |
| 0100-0332-0-1110-4000-575030-028-0000 | \$250.00    | (\$250.00)   | \$0.00      |
| 0100-0332-0-1110-4000-575030-029-0000 | \$250.00    | (\$90.00)    | \$160.00    |
| 0100-0332-0-1110-4000-580009-024-0000 | \$350.00    | (\$350.00)   | \$0.00      |
| 0100-0332-0-1134-1000-430000-053-0000 | \$1,954.00  | \$30.00      | \$1,984.00  |
| 0100-0332-0-1134-1000-520003-053-0000 | \$500.00    | (\$30.00)    | \$470.00    |
| 0100-0332-0-1156-1000-430000-075-0021 | \$2,370.00  | \$1,600.00   | \$3,970.00  |
| 0100-0332-0-1156-1000-440000-075-0021 | \$5,014.00  | \$2,200.00   | \$7,214.00  |
| 0100-0332-0-1156-1000-520000-075-0021 | \$1,600.00  | (\$1,600.00) | \$0.00      |
| 0100-0332-0-1156-1000-520003-075-0021 | \$500.00    | (\$500.00)   | \$0.00      |
| 0100-0332-0-1156-1000-571020-075-0021 | \$1,500.00  | (\$1,500.00) | \$0.00      |
| 0100-0332-0-1156-1000-575030-075-0021 | \$200.00    | (\$200.00)   | \$0.00      |
| 0100-1100-0-0000-2700-430000-027-0000 | \$1,400.00  | \$100.00     | \$1,500.00  |
| 0100-1100-0-0000-2700-520003-029-0000 | \$750.00    | \$52.00      | \$802.00    |
| 0100-1100-0-0000-2700-571040-027-0000 | \$1,443.00  | \$600.00     | \$2,043.00  |
| 0100-1100-0-0000-2700-640000-029-0000 | \$0.00      | \$6,382.00   | \$6,382.00  |
| 0100-1100-0-0000-2700-650000-031-0000 | \$0.00      | \$10,000.00  | \$10,000.00 |
| 0100-1100-0-0000-3140-430000-027-0000 | \$500.00    | \$350.00     | \$850.00    |
| 0100-1100-0-1110-1000-110010-029-0000 | \$800.00    | (\$52.00)    | \$748.00    |
| 0100-1100-0-1110-1000-420000-028-0000 | \$1,500.00  | (\$1,500.00) | \$0.00      |
| 0100-1100-0-1110-1000-430000-010-0023 | \$0.00      | \$10,000.00  | \$10,000.00 |

**Pending Budget Revision**  
**Control Number 20210008**  
**ResolutionNo. 25-21**

Fund: 0100 General Fund

| FD---RE---Y-GO---FN---OB-----SI--L2   | Revised     | Adjustments   | Proposed     |
|---------------------------------------|-------------|---------------|--------------|
| <b>Expenses</b>                       |             |               |              |
| 0100-1100-0-1110-1000-430000-021-0000 | \$26,286.00 | \$5,629.88    | \$31,915.88  |
| 0100-1100-0-1110-1000-430000-022-0000 | \$16,080.00 | \$1,250.00    | \$17,330.00  |
| 0100-1100-0-1110-1000-430000-023-0000 | \$10,952.00 | \$4,000.00    | \$14,952.00  |
| 0100-1100-0-1110-1000-430000-024-0000 | \$26,157.00 | \$164.00      | \$26,321.00  |
| 0100-1100-0-1110-1000-430000-025-0000 | \$15,288.00 | \$1,250.00    | \$16,538.00  |
| 0100-1100-0-1110-1000-430000-026-0000 | \$15,121.00 | (\$5,538.90)  | \$9,582.10   |
| 0100-1100-0-1110-1000-430000-027-0000 | \$15,985.00 | \$2,440.00    | \$18,425.00  |
| 0100-1100-0-1110-1000-430000-028-0000 | \$14,964.00 | \$4,300.00    | \$19,264.00  |
| 0100-1100-0-1110-1000-430000-029-0000 | \$18,938.00 | (\$3,882.00)  | \$15,056.00  |
| 0100-1100-0-1110-1000-430000-030-0000 | \$39,206.00 | \$1,250.00    | \$40,456.00  |
| 0100-1100-0-1110-1000-430000-031-0000 | \$36,508.00 | \$2,500.00    | \$39,008.00  |
| 0100-1100-0-1110-1000-440000-010-0025 | \$0.00      | \$1,000.00    | \$1,000.00   |
| 0100-1100-0-1110-1000-440000-026-0000 | \$0.00      | \$10,784.00   | \$10,784.00  |
| 0100-1100-0-1110-1000-440000-028-0000 | \$0.00      | \$800.00      | \$800.00     |
| 0100-1100-0-1110-1000-440000-029-0000 | \$0.00      | \$2,886.00    | \$2,886.00   |
| 0100-1100-0-1110-1000-520000-028-0000 | \$600.00    | (\$600.00)    | \$0.00       |
| 0100-3220-0-0000-2140-340100-005-0000 | \$11,577.00 | (\$4,059.00)  | \$7,518.00   |
| 0100-3220-0-0000-2140-350100-005-0000 | \$50.00     | (\$16.00)     | \$34.00      |
| 0100-7415-0-0000-3600-220001-014-0000 | \$7,216.00  | (\$0.33)      | \$7,215.67   |
| 0100-7415-0-0000-3700-220080-008-0000 | \$23,029.00 | (\$0.50)      | \$23,028.50  |
| 0100-7415-0-0000-3700-240000-008-0000 | \$12,560.00 | (\$0.42)      | \$12,559.58  |
| 0100-7415-0-1110-1000-210000-020-0000 | \$82.00     | \$0.50        | \$82.50      |
| 0100-7415-0-1110-1000-290000-020-0000 | \$19,704.00 | (\$0.10)      | \$19,703.90  |
| 0100-7415-0-1110-4000-220000-022-0000 | \$2,895.00  | (\$0.79)      | \$2,894.21   |
| 0100-7420-0-0000-7210-731000-000-0000 | \$16,262.00 | (\$16,262.00) | \$0.00       |
| 0100-7420-0-0000-8200-560000-016-0000 | \$0.00      | \$427,757.25  | \$427,757.25 |
| 0100-7420-0-1110-1000-110000-005-0000 | \$64,940.00 | (\$64,940.00) | \$0.00       |
| 0100-7420-0-1110-1000-110000-021-0000 | \$56,701.00 | (\$56,701.00) | \$0.00       |
| 0100-7420-0-1110-1000-110000-022-0000 | \$30,182.00 | (\$30,182.00) | \$0.00       |
| 0100-7420-0-1110-1000-110000-028-0000 | \$63,765.00 | (\$63,765.00) | \$0.00       |
| 0100-7420-0-1110-1000-110000-030-0000 | \$84,891.00 | (\$84,891.00) | \$0.00       |
| 0100-7420-0-1110-1000-310100-020-0000 | \$10,488.00 | (\$10,488.00) | \$0.00       |
| 0100-7420-0-1110-1000-310100-021-0000 | \$9,157.00  | (\$9,157.00)  | \$0.00       |
| 0100-7420-0-1110-1000-310100-022-0000 | \$4,874.00  | (\$4,874.00)  | \$0.00       |
| 0100-7420-0-1110-1000-310100-028-0000 | \$10,298.00 | (\$10,298.00) | \$0.00       |
| 0100-7420-0-1110-1000-310100-030-0000 | \$13,710.00 | (\$13,710.00) | \$0.00       |
| 0100-7420-0-1110-1000-330100-005-0000 | \$942.00    | (\$942.00)    | \$0.00       |
| 0100-7420-0-1110-1000-330100-021-0000 | \$822.00    | (\$822.00)    | \$0.00       |
| 0100-7420-0-1110-1000-330100-022-0000 | \$438.00    | (\$438.00)    | \$0.00       |
| 0100-7420-0-1110-1000-330100-028-0000 | \$925.00    | (\$925.00)    | \$0.00       |
| 0100-7420-0-1110-1000-330100-030-0000 | \$1,231.00  | (\$1,231.00)  | \$0.00       |
| 0100-7420-0-1110-1000-340100-005-0000 | \$8,269.00  | (\$8,269.00)  | \$0.00       |
| 0100-7420-0-1110-1000-340100-021-0000 | \$8,269.00  | (\$8,269.00)  | \$0.00       |

**Pending Budget Revision**  
**Control Number 20210008**  
**ResolutionNo. 25-21**

Fund: 0100 General Fund

| FD---RE---Y-GO---FN---OB-----SI--L2   | Revised     | Adjustments   | Proposed    |
|---------------------------------------|-------------|---------------|-------------|
| <b>Expenses</b>                       |             |               |             |
| 0100-7420-0-1110-1000-340100-022-0000 | \$8,004.00  | (\$8,004.00)  | \$0.00      |
| 0100-7420-0-1110-1000-340100-028-0000 | \$15,928.00 | (\$15,928.00) | \$0.00      |
| 0100-7420-0-1110-1000-340100-030-0000 | \$8,269.00  | (\$8,269.00)  | \$0.00      |
| 0100-7420-0-1110-1000-350100-005-0000 | \$32.00     | (\$32.00)     | \$0.00      |
| 0100-7420-0-1110-1000-350100-021-0000 | \$28.00     | (\$28.00)     | \$0.00      |
| 0100-7420-0-1110-1000-350100-022-0000 | \$15.00     | (\$15.00)     | \$0.00      |
| 0100-7420-0-1110-1000-350100-028-0000 | \$32.00     | (\$32.00)     | \$0.00      |
| 0100-7420-0-1110-1000-350100-030-0000 | \$42.00     | (\$42.00)     | \$0.00      |
| 0100-7420-0-1110-1000-360100-005-0000 | \$1,247.00  | (\$1,247.00)  | \$0.00      |
| 0100-7420-0-1110-1000-360100-021-0000 | \$1,089.00  | (\$1,089.00)  | \$0.00      |
| 0100-7420-0-1110-1000-360100-022-0000 | \$579.00    | (\$579.00)    | \$0.00      |
| 0100-7420-0-1110-1000-360100-028-0000 | \$1,224.00  | (\$1,224.00)  | \$0.00      |
| 0100-7420-0-1110-1000-360100-030-0000 | \$1,630.00  | (\$1,630.00)  | \$0.00      |
| 0100-7420-0-1110-1000-430000-050-0000 | \$0.00      | \$64,000.00   | \$64,000.00 |
| 0100-7425-0-0000-2700-130040-072-0000 | \$0.00      | \$10,275.00   | \$10,275.00 |
| 0100-7425-0-0000-2700-240020-072-0000 | \$0.00      | \$3,156.00    | \$3,156.00  |
| 0100-7425-0-0000-2700-310100-072-0000 | \$0.00      | \$1,659.00    | \$1,659.00  |
| 0100-7425-0-0000-2700-320200-072-0000 | \$0.00      | \$653.00      | \$653.00    |
| 0100-7425-0-0000-2700-330100-072-0000 | \$0.00      | \$149.00      | \$149.00    |
| 0100-7425-0-0000-2700-330200-072-0000 | \$0.00      | \$241.00      | \$241.00    |
| 0100-7425-0-0000-2700-350100-072-0000 | \$0.00      | \$5.00        | \$5.00      |
| 0100-7425-0-0000-2700-350200-072-0000 | \$0.00      | \$2.00        | \$2.00      |
| 0100-7425-0-0000-2700-360100-072-0000 | \$0.00      | \$197.00      | \$197.00    |
| 0100-7425-0-0000-2700-360200-072-0000 | \$0.00      | \$61.00       | \$61.00     |
| 0100-7425-0-0000-3130-290020-072-0000 | \$0.00      | \$5,141.00    | \$5,141.00  |
| 0100-7425-0-0000-3130-320200-072-0000 | \$0.00      | \$1,064.00    | \$1,064.00  |
| 0100-7425-0-0000-3130-330200-072-0000 | \$0.00      | \$393.00      | \$393.00    |
| 0100-7425-0-0000-3130-350200-072-0000 | \$0.00      | \$3.00        | \$3.00      |
| 0100-7425-0-0000-3130-360200-072-0000 | \$0.00      | \$99.00       | \$99.00     |
| 0100-7425-0-0000-3140-120040-072-0000 | \$0.00      | \$2,160.00    | \$2,160.00  |
| 0100-7425-0-0000-3140-240020-072-0000 | \$0.00      | \$4,230.00    | \$4,230.00  |
| 0100-7425-0-0000-3140-310100-072-0000 | \$0.00      | \$349.00      | \$349.00    |
| 0100-7425-0-0000-3140-320200-072-0000 | \$0.00      | \$876.00      | \$876.00    |
| 0100-7425-0-0000-3140-330100-072-0000 | \$0.00      | \$31.00       | \$31.00     |
| 0100-7425-0-0000-3140-330200-072-0000 | \$0.00      | \$324.00      | \$324.00    |
| 0100-7425-0-0000-3140-350100-072-0000 | \$0.00      | \$1.00        | \$1.00      |
| 0100-7425-0-0000-3140-350200-072-0000 | \$0.00      | \$2.00        | \$2.00      |
| 0100-7425-0-0000-3140-360100-072-0000 | \$0.00      | \$41.00       | \$41.00     |
| 0100-1100-0-1110-1000-530000-028-0000 | \$1,000.00  | (\$1,000.00)  | \$0.00      |
| 0100-1100-0-1110-1000-571020-023-0000 | \$2,000.00  | (\$2,000.00)  | \$0.00      |
| 0100-1100-0-1110-1000-571020-031-0000 | \$10,000.00 | (\$10,000.00) | \$0.00      |
| 0100-1100-0-1110-1000-571030-023-0000 | \$3,000.00  | (\$2,500.00)  | \$500.00    |
| 0100-1100-0-1110-1000-571040-027-0000 | \$57.00     | \$200.00      | \$257.00    |

**Pending Budget Revision**  
**Control Number 20210008**  
**Resolution No. 25-21**

Fund: 0100 General Fund

| FD---RE---Y-GO---FN---OB-----SI--L2   | Revised      | Adjustments    | Proposed     |
|---------------------------------------|--------------|----------------|--------------|
| <b>Expenses</b>                       |              |                |              |
| 0100-1100-0-1110-1000-580000-027-0000 | \$0.00       | \$60.00        | \$60.00      |
| 0100-1100-0-1110-1000-580009-028-0000 | \$2,000.00   | (\$2,000.00)   | \$0.00       |
| 0100-1100-0-1110-1000-580011-029-0000 | \$3,900.00   | (\$2,886.00)   | \$1,014.00   |
| 0100-1100-0-1110-4000-430000-029-0000 | \$0.00       | \$500.00       | \$500.00     |
| 0100-3010-0-0000-2140-190000-005-0000 | \$190,887.00 | \$48,410.00    | \$239,297.00 |
| 0100-3010-0-0000-2140-310100-005-0000 | \$30,828.00  | \$7,818.00     | \$38,646.00  |
| 0100-3010-0-0000-2140-330100-005-0000 | \$2,768.00   | \$702.00       | \$3,470.00   |
| 0100-3010-0-0000-2140-340100-005-0000 | \$26,626.00  | \$6,164.00     | \$32,790.00  |
| 0100-3010-0-0000-2140-350100-005-0000 | \$95.00      | \$25.00        | \$120.00     |
| 0100-3010-0-0000-2140-360100-005-0000 | \$3,665.00   | \$929.00       | \$4,594.00   |
| 0100-3010-0-0000-2150-240020-005-0000 | \$200.00     | (\$200.00)     | \$0.00       |
| 0100-3010-0-0000-2150-320200-005-0000 | \$13,427.00  | (\$42.00)      | \$13,385.00  |
| 0100-3010-0-0000-2150-330200-005-0000 | \$4,962.00   | (\$15.00)      | \$4,947.00   |
| 0100-3010-0-0000-2150-360200-005-0000 | \$1,245.00   | (\$3.00)       | \$1,242.00   |
| 0100-3010-0-0000-2150-420000-005-0000 | \$1,600.00   | \$1,400.00     | \$3,000.00   |
| 0100-3010-0-0000-2150-430000-005-0000 | \$1,200.00   | (\$200.00)     | \$1,000.00   |
| 0100-3010-0-0000-2150-520000-005-0000 | \$114,733.00 | (\$114,733.00) | \$0.00       |
| 0100-3010-0-0000-2150-520003-005-0000 | \$5,000.00   | (\$4,000.00)   | \$1,000.00   |
| 0100-3010-0-0000-2150-571005-005-0000 | \$100.00     | (\$100.00)     | \$0.00       |
| 0100-3010-0-0000-2150-571040-005-0000 | \$500.00     | \$500.00       | \$1,000.00   |
| 0100-3010-0-0000-2150-580011-005-0000 | \$1,373.00   | (\$1,373.00)   | \$0.00       |
| 0100-3010-0-0000-2495-571030-005-0000 | \$2,100.00   | (\$1,100.00)   | \$1,000.00   |
| 0100-3010-0-0000-2495-571040-005-0000 | \$1,300.00   | (\$300.00)     | \$1,000.00   |
| 0100-3010-0-0000-2495-580000-005-0000 | \$210.00     | (\$210.00)     | \$0.00       |
| 0100-3010-0-0000-2495-580011-005-0000 | \$24,300.00  | \$7,679.00     | \$31,979.00  |
| 0100-3010-0-0000-2495-590030-005-0000 | \$790.00     | \$210.00       | \$1,000.00   |
| 0100-3010-0-0000-3600-520003-005-0167 | \$1,000.00   | (\$1,000.00)   | \$0.00       |
| 0100-3010-0-0000-7210-731000-000-0000 | \$35,000.00  | \$54,800.00    | \$89,800.00  |
| 0100-3010-0-1110-1000-430000-005-0167 | \$18,500.00  | \$21,500.00    | \$40,000.00  |
| 0100-3010-0-1110-1000-580000-005-0000 | \$0.00       | \$988,014.00   | \$988,014.00 |
| 0100-3010-0-1110-1000-580000-005-0167 | \$500.00     | (\$500.00)     | \$0.00       |
| 0100-3010-0-1110-1000-580011-005-0000 | \$86,553.00  | \$20,845.00    | \$107,398.00 |
| 0100-3150-0-0000-2420-420000-022-0000 | \$0.00       | \$8,609.00     | \$8,609.00   |
| 0100-3150-0-0000-2420-420000-029-0000 | \$0.00       | \$3,625.00     | \$3,625.00   |
| 0100-3150-0-0000-2420-421000-022-0000 | \$0.00       | \$2,557.00     | \$2,557.00   |
| 0100-3150-0-0000-2420-421000-023-0000 | \$0.00       | \$5,000.00     | \$5,000.00   |
| 0100-3150-0-0000-2420-421000-024-0000 | \$0.00       | \$2,000.00     | \$2,000.00   |
| 0100-3150-0-0000-2420-421000-025-0000 | \$0.00       | \$3,000.00     | \$3,000.00   |
| 0100-3150-0-0000-2420-421000-026-0000 | \$0.00       | \$2,075.00     | \$2,075.00   |
| 0100-3150-0-0000-2420-421000-027-0000 | \$0.00       | \$3,500.00     | \$3,500.00   |
| 0100-3150-0-0000-2420-421000-028-0000 | \$0.00       | \$3,000.00     | \$3,000.00   |
| 0100-3150-0-0000-2420-421000-031-0000 | \$0.00       | \$10,000.00    | \$10,000.00  |
| 0100-3150-0-0000-2495-430000-021-0000 | \$2,575.00   | \$117.00       | \$2,692.00   |

**Pending Budget Revision**  
**Control Number 20210008**  
**Resolution No. 25-21**

Fund: 0100 General Fund

| FD---RE---Y-GO---FN---OB-----SI--L2   | Revised     | Adjustments  | Proposed    |
|---------------------------------------|-------------|--------------|-------------|
| <b>Expenses</b>                       |             |              |             |
| 0100-3150-0-0000-2495-430000-023-0000 | \$2,016.00  | \$503.00     | \$2,519.00  |
| 0100-3150-0-0000-2495-430000-026-0000 | \$5,000.00  | (\$2,312.00) | \$2,688.00  |
| 0100-3150-0-0000-2495-440000-026-0000 | \$0.00      | \$643.00     | \$643.00    |
| 0100-3150-0-0000-2495-580009-022-0000 | \$4,000.00  | (\$3,000.00) | \$1,000.00  |
| 0100-3150-0-0000-7210-731000-000-0000 | \$54,490.00 | \$7,510.00   | \$62,000.00 |
| 0100-3150-0-1110-1000-110040-022-0000 | \$8,363.00  | (\$3,345.00) | \$5,018.00  |
| 0100-3150-0-1110-1000-110040-023-0000 | \$13,146.00 | (\$3,879.00) | \$9,267.00  |
| 0100-3150-0-1110-1000-110040-026-0000 | \$7,527.00  | (\$6,077.00) | \$1,450.00  |
| 0100-3150-0-1110-1000-110040-026-2495 | \$3,136.00  | (\$1,637.00) | \$1,499.00  |
| 0100-3150-0-1110-1000-310100-022-0000 | \$1,351.00  | (\$541.00)   | \$810.00    |
| 0100-3150-0-1110-1000-310100-023-0000 | \$2,123.00  | (\$626.00)   | \$1,497.00  |
| 0100-3150-0-1110-1000-310100-026-0000 | \$1,215.00  | (\$981.00)   | \$234.00    |
| 0100-3150-0-1110-1000-310100-026-2495 | \$507.00    | (\$265.00)   | \$242.00    |
| 0100-3150-0-1110-1000-330100-022-0000 | \$121.00    | (\$48.00)    | \$73.00     |
| 0100-3150-0-1110-1000-330100-023-0000 | \$191.00    | (\$57.00)    | \$134.00    |
| 0100-3150-0-1110-1000-330100-026-0000 | \$109.00    | (\$88.00)    | \$21.00     |
| 0100-3150-0-1110-1000-330100-026-2495 | \$45.00     | (\$23.00)    | \$22.00     |
| 0100-3150-0-1110-1000-350100-022-0000 | \$4.00      | (\$1.00)     | \$3.00      |
| 0100-3150-0-1110-1000-350100-023-0000 | \$7.00      | (\$2.00)     | \$5.00      |
| 0100-3150-0-1110-1000-350100-026-0000 | \$4.00      | (\$3.00)     | \$1.00      |
| 0100-3150-0-1110-1000-350100-026-2495 | \$2.00      | (\$1.00)     | \$1.00      |
| 0100-3150-0-1110-1000-360100-022-0000 | \$160.00    | (\$64.00)    | \$96.00     |
| 0100-3150-0-1110-1000-360100-023-0000 | \$252.00    | (\$74.00)    | \$178.00    |
| 0100-3150-0-1110-1000-360100-026-0000 | \$145.00    | (\$117.00)   | \$28.00     |
| 0100-3150-0-1110-1000-360100-026-2495 | \$60.00     | (\$31.00)    | \$29.00     |
| 0100-3150-0-1110-1000-360100-028-0000 | \$192.00    | \$1.00       | \$193.00    |
| 0100-3150-0-1110-1000-360100-029-0000 | \$290.00    | \$1.00       | \$291.00    |
| 0100-3150-0-1110-1000-420000-021-0000 | \$0.00      | \$10,831.46  | \$10,831.46 |
| 0100-3150-0-1110-1000-420000-022-0000 | \$25,906.00 | \$4,000.00   | \$29,906.00 |
| 0100-3150-0-1110-1000-420000-023-0000 | \$12,771.00 | \$4,000.00   | \$16,771.00 |
| 0100-3150-0-1110-1000-420000-026-0000 | \$0.00      | \$43,019.00  | \$43,019.00 |
| 0100-3150-0-1110-1000-420000-027-0000 | \$9,624.00  | \$1,600.00   | \$11,224.00 |
| 0100-3150-0-1110-1000-430000-021-0000 | \$18,060.00 | \$3,302.54   | \$21,362.54 |
| 0100-3150-0-1110-1000-430000-022-0000 | \$65,254.00 | \$370.00     | \$65,624.00 |
| 0100-3150-0-1110-1000-430000-023-0000 | \$34,092.00 | (\$4,000.00) | \$30,092.00 |
| 0100-3150-0-1110-1000-430000-024-0000 | \$36,928.00 | \$6,782.00   | \$43,710.00 |
| 0100-3150-0-1110-1000-430000-025-0000 | \$55,350.00 | \$1,887.00   | \$57,237.00 |
| 0100-3150-0-1110-1000-430000-026-0000 | \$50,283.00 | (\$9,637.00) | \$40,646.00 |
| 0100-3150-0-1110-1000-430000-027-0000 | \$28,667.00 | \$5,985.00   | \$34,652.00 |
| 0100-3150-0-1110-1000-430000-028-0000 | \$21,901.00 | \$456.00     | \$22,357.00 |
| 0100-3150-0-1110-1000-430000-029-0000 | \$31,595.00 | \$1,728.00   | \$33,323.00 |
| 0100-3150-0-1110-1000-430000-030-0000 | \$42,834.00 | \$18,439.00  | \$61,273.00 |
| 0100-3150-0-1110-1000-430000-031-0000 | \$26,681.00 | \$11,698.00  | \$38,379.00 |

**Pending Budget Revision**  
**Control Number 20210008**  
**ResolutionNo. 25-21**

Fund: 0100 General Fund

| FD---RE---Y-GO---FN---OB-----SI--L2   | Revised        | Adjustments      | Proposed     |
|---------------------------------------|----------------|------------------|--------------|
| <b>Expenses</b>                       |                |                  |              |
| 0100-3150-0-1110-1000-520000-021-0000 | \$0.00         | \$1,740.00       | \$1,740.00   |
| 0100-3150-0-1110-1000-520000-026-0000 | \$0.00         | \$149.00         | \$149.00     |
| 0100-3150-0-1110-1000-571030-027-0000 | \$2,000.00     | (\$1,600.00)     | \$400.00     |
| 0100-3150-0-1110-1000-580009-021-0000 | \$10,000.00    | (\$10,000.00)    | \$0.00       |
| 0100-3150-0-1110-1000-580009-026-0000 | \$12,030.00    | (\$12,030.00)    | \$0.00       |
| 0100-3150-0-1110-1000-580009-028-0000 | \$0.00         | \$500.00         | \$500.00     |
| 0100-3150-0-1110-1000-580011-021-0000 | \$9,784.00     | (\$1,740.00)     | \$8,044.00   |
| 0100-3150-0-1110-1000-580011-022-0000 | \$7,169.00     | \$131.00         | \$7,300.00   |
| 0100-3150-0-1110-1000-580011-023-0000 | \$21,270.00    | (\$5,000.00)     | \$16,270.00  |
| 0100-3150-0-1110-1000-580011-024-0000 | \$30,000.00    | (\$2,000.00)     | \$28,000.00  |
| 0100-3150-0-1110-1000-580011-025-0000 | \$10,000.00    | (\$3,000.00)     | \$7,000.00   |
| 0100-3150-0-1110-1000-580011-026-0000 | \$11,000.00    | (\$8,433.00)     | \$2,567.00   |
| 0100-3150-0-1110-1000-580011-027-0000 | \$16,092.00    | (\$3,500.00)     | \$12,592.00  |
| 0100-3150-0-1110-1000-580011-028-0000 | \$11,000.00    | (\$3,000.00)     | \$8,000.00   |
| 0100-3150-0-1110-1000-580011-029-0000 | \$22,375.00    | (\$3,625.00)     | \$18,750.00  |
| 0100-3150-0-1110-1000-580011-031-0000 | \$41,897.00    | (\$10,000.00)    | \$31,897.00  |
| 0100-3150-0-3550-1000-430000-038-0000 | \$2,778.00     | (\$2,270.00)     | \$508.00     |
| 0100-0000-0-1110-1000-330100-025-0000 | \$20,806.00    | \$746.00         | \$21,552.00  |
| 0100-7425-0-0000-3140-360200-072-0000 | \$0.00         | \$81.00          | \$81.00      |
| 0100-7425-0-0000-3700-220020-008-4050 | \$0.00         | \$5,411.00       | \$5,411.00   |
| 0100-7425-0-0000-3700-320200-008-4050 | \$0.00         | \$1,120.00       | \$1,120.00   |
| 0100-7425-0-0000-3700-330200-008-4050 | \$0.00         | \$414.00         | \$414.00     |
| 0100-7425-0-0000-3700-350200-008-4050 | \$0.00         | \$3.00           | \$3.00       |
| 0100-7425-0-0000-3700-360200-008-4050 | \$0.00         | \$104.00         | \$104.00     |
| 0100-7425-0-1110-1000-110040-072-0000 | \$0.00         | \$117,338.00     | \$117,338.00 |
| 0100-7425-0-1110-1000-310100-072-0000 | \$0.00         | \$18,950.00      | \$18,950.00  |
| 0100-7425-0-1110-1000-330100-072-0000 | \$0.00         | \$1,701.00       | \$1,701.00   |
| 0100-7425-0-1110-1000-350100-072-0000 | \$0.00         | \$59.00          | \$59.00      |
| 0100-7425-0-1110-1000-360100-072-0000 | \$0.00         | \$2,253.00       | \$2,253.00   |
| 0100-8150-0-0000-8100-560000-018-0000 | \$138,789.21   | (\$12,000.00)    | \$126,789.21 |
| 0100-8150-0-0000-8100-560000-018-0019 | \$0.00         | \$12,000.00      | \$12,000.00  |
| 0100-8150-0-0000-8500-620000-018-0000 | \$121,303.74   | (\$15,000.00)    | \$106,303.74 |
| 0100-8150-0-0000-8500-620000-018-0024 | \$0.00         | \$7,500.00       | \$7,500.00   |
| 0100-8150-0-0000-8500-620000-018-0025 | \$0.00         | \$7,500.00       | \$7,500.00   |
| 0100-9053-0-0000-8500-617000-020-0000 | \$1,240,000.00 | (\$1,240,000.00) | \$0.00       |
| 0100-9053-0-0000-8500-617000-020-0022 | \$0.00         | \$547,352.50     | \$547,352.50 |
| 0100-9053-0-0000-8500-617000-020-0024 | \$0.00         | \$323,023.50     | \$323,023.50 |
| 0100-9053-0-0000-8500-617000-020-0027 | \$0.00         | \$368,449.00     | \$368,449.00 |
| 0100-0000-0-0000-2700-240010-030-0000 | \$800.00       | \$4,988.00       | \$5,788.00   |
| 0100-0000-0-0000-2700-240020-030-0000 | \$2,118.00     | \$1,228.00       | \$3,346.00   |
| 0100-0000-0-0000-2700-240020-031-0000 | \$2,118.00     | \$7,673.00       | \$9,791.00   |
| 0100-0000-0-0000-2700-320200-030-0000 | \$30,299.00    | \$1,287.00       | \$31,586.00  |
| 0100-0000-0-0000-2700-320200-031-0000 | \$32,509.00    | \$1,588.00       | \$34,097.00  |



**Pending Budget Revision**  
**Control Number 20210008**  
**ResolutionNo. 25-21**

Fund: 0100 General Fund

| FD---RE---Y-GO---FN---OB-----SI--L2   | Revised        | Adjustments    | Proposed       |
|---------------------------------------|----------------|----------------|----------------|
| <b>Expenses</b>                       |                |                |                |
| 0100-0000-0-0000-2700-330200-030-0000 | \$11,197.00    | \$476.00       | \$11,673.00    |
| 0100-0000-0-0000-2700-330200-031-0000 | \$12,014.00    | \$587.00       | \$12,601.00    |
| 0100-0000-0-0000-2700-350200-030-0000 | \$73.00        | \$2.00         | \$75.00        |
| 0100-0000-0-0000-2700-350200-031-0000 | \$79.00        | \$5.00         | \$84.00        |
| 0100-0000-0-0000-2700-360200-030-0000 | \$2,810.00     | \$119.00       | \$2,929.00     |
| 0100-0000-0-0000-2700-360200-031-0000 | \$3,015.00     | \$148.00       | \$3,163.00     |
| 0100-0000-0-0000-2700-430000-010-0021 | \$0.00         | \$6,685.00     | \$6,685.00     |
| 0100-0000-0-0000-2700-440000-010-0021 | \$0.00         | \$6,881.04     | \$6,881.04     |
| 0100-0000-0-0000-3120-340100-062-0000 | \$16,734.00    | \$378.00       | \$17,112.00    |
| 0100-0000-0-0000-3600-220000-014-0000 | \$297,734.00   | (\$38,885.00)  | \$258,849.00   |
| 0100-0000-0-0000-3600-320200-014-0000 | \$128,860.00   | (\$8,050.00)   | \$120,810.00   |
| 0100-0000-0-0000-3600-330200-014-0000 | \$47,622.00    | (\$2,975.00)   | \$44,647.00    |
| 0100-0000-0-0000-3600-340200-014-0000 | \$110,347.00   | (\$10,555.00)  | \$99,792.00    |
| 0100-0000-0-0000-3600-350200-014-0000 | \$311.00       | (\$19.00)      | \$292.00       |
| 0100-0000-0-0000-3600-360200-014-0000 | \$11,952.00    | (\$746.00)     | \$11,206.00    |
| 0100-0000-0-0000-3600-571020-014-0000 | (\$245,425.00) | \$13,900.00    | (\$231,525.00) |
| 0100-0000-0-0000-7210-731000-000-0000 | (\$432,445.54) | (\$205,931.22) | (\$638,376.76) |
| 0100-0000-0-0000-7210-735000-000-0000 | (\$150,000.00) | \$10,000.00    | (\$140,000.00) |
| 0100-0000-0-0000-7300-440000-004-0000 | \$2,000.00     | (\$2,000.00)   | \$0.00         |
| 0100-0000-0-0000-7300-520000-004-0000 | \$12,080.00    | (\$1,000.00)   | \$11,080.00    |
| 0100-0000-0-0000-7300-590030-004-0000 | \$0.00         | \$1,000.00     | \$1,000.00     |
| 0100-0000-0-0000-7400-240000-003-0000 | \$571,314.00   | (\$28,056.00)  | \$543,258.00   |
| 0100-0000-0-0000-7400-320200-003-0000 | \$118,386.00   | (\$5,807.00)   | \$112,579.00   |
| 0100-0000-0-0000-7400-330200-003-0000 | \$43,751.00    | (\$2,146.00)   | \$41,605.00    |
| 0100-0000-0-0000-7400-340200-003-0000 | \$99,279.00    | (\$10,555.00)  | \$88,724.00    |
| 0100-0000-0-0000-7400-350200-003-0000 | \$286.00       | (\$14.00)      | \$272.00       |
| 0100-0000-0-0000-7400-360200-003-0000 | \$10,981.00    | (\$539.00)     | \$10,442.00    |
| 0100-0000-0-0000-7550-571030-015-0000 | (\$143,859.86) | \$11,080.88    | (\$132,778.98) |
| 0100-0000-0-0000-7550-650000-015-0000 | \$6,000.00     | (\$6,000.00)   | \$0.00         |
| 0100-0000-0-0000-7700-440000-061-2561 | \$0.00         | \$35,000.00    | \$35,000.00    |
| 0100-0000-0-0000-7700-580000-004-0000 | \$68,595.00    | \$2,154.86     | \$70,749.86    |
| 0100-0000-0-0000-7700-580000-061-2561 | \$255,000.00   | (\$35,000.00)  | \$220,000.00   |
| 0100-0000-0-0000-8200-571040-017-0000 | (\$53,692.85)  | (\$2,078.35)   | (\$55,771.20)  |
| 0100-0000-0-0000-8300-430000-061-0000 | \$0.00         | \$50,000.00    | \$50,000.00    |
| 0100-0000-0-0000-8300-440000-061-0000 | \$0.00         | \$35,000.00    | \$35,000.00    |
| 0100-0000-0-0000-9200-714210-001-0000 | \$779,000.00   | \$62,369.00    | \$841,369.00   |
| 0100-0000-0-1110-1000-110000-025-0000 | \$1,434,874.00 | \$51,504.00    | \$1,486,378.00 |
| 0100-0000-0-1110-1000-110000-027-0000 | \$1,765,270.00 | (\$51,504.00)  | \$1,713,766.00 |
| 0100-0000-0-1110-1000-110000-028-0000 | \$1,703,401.00 | (\$88,158.00)  | \$1,615,243.00 |
| 0100-0000-0-1110-1000-110010-020-0000 | \$375,000.00   | (\$85,000.00)  | \$290,000.00   |
| 0100-0000-0-1110-1000-310100-020-0000 | \$62,662.00    | (\$13,727.00)  | \$48,935.00    |
| 0100-0000-0-1110-1000-310100-025-0000 | \$231,732.00   | \$8,318.00     | \$240,050.00   |
| 0100-0000-0-1110-1000-310100-027-0000 | \$285,091.00   | (\$8,318.00)   | \$276,773.00   |

**Pending Budget Revision**  
**Control Number 20210008**  
**ResolutionNo. 25-21**

Fund: 0100 General Fund

| FD---RE---Y-GO---FN---OB-----SI--L2   | Revised      | Adjustments   | Proposed     |
|---------------------------------------|--------------|---------------|--------------|
| <b>Expenses</b>                       |              |               |              |
| 0100-0000-0-1110-1000-310100-028-0000 | \$275,099.00 | (\$14,237.00) | \$260,862.00 |
| 0100-0000-0-1110-1000-330100-020-0000 | \$5,626.00   | (\$1,232.00)  | \$4,394.00   |
| 0100-3210-0-0000-2150-420000-005-0000 | \$0.00       | \$50.00       | \$50.00      |
| 0100-3210-0-0000-2150-520000-005-0000 | \$0.00       | \$195.00      | \$195.00     |
| 0100-3210-0-0000-2700-430000-020-0000 | \$10,000.00  | \$396.18      | \$10,396.18  |
| 0100-3210-0-0000-2700-440000-020-0000 | \$0.00       | \$79,468.56   | \$79,468.56  |
| 0100-3210-0-0000-3140-440000-062-0000 | \$0.00       | \$8,682.53    | \$8,682.53   |
| 0100-3210-0-0000-3600-560000-014-0000 | \$0.00       | \$10,000.00   | \$10,000.00  |
| 0100-3210-0-0000-7200-580011-005-0000 | \$0.00       | \$1,263.53    | \$1,263.53   |
| 0100-3210-0-0000-7210-731000-000-0000 | \$34,000.00  | \$45,000.00   | \$79,000.00  |
| 0100-3210-0-0000-7300-420000-005-0000 | \$0.00       | \$100.00      | \$100.00     |
| 0100-3210-0-0000-7300-520000-005-0000 | \$0.00       | \$390.00      | \$390.00     |
| 0100-3210-0-0000-7400-430000-003-0000 | \$1,869.95   | (\$2.99)      | \$1,866.96   |
| 0100-3210-0-0000-7700-580011-061-0000 | \$0.00       | \$9,741.00    | \$9,741.00   |
| 0100-3210-0-0000-8100-440000-011-0000 | \$0.00       | \$9,491.63    | \$9,491.63   |
| 0100-3210-0-0000-8100-560000-011-0000 | \$0.00       | \$2,813.00    | \$2,813.00   |
| 0100-3210-0-0000-8200-430000-016-0000 | \$100,000.00 | (\$10,000.00) | \$90,000.00  |
| 0100-3210-0-0000-8200-440000-011-0000 | \$9,491.63   | (\$9,491.63)  | \$0.00       |
| 0100-3210-0-0000-8200-440000-016-0000 | \$6,580.97   | \$9,652.48    | \$16,233.45  |
| 0100-3210-0-0000-8700-560000-020-0023 | \$0.00       | \$39,000.00   | \$39,000.00  |
| 0100-3210-0-0000-8700-560000-020-0028 | \$0.00       | \$20,028.00   | \$20,028.00  |
| 0100-3210-0-1110-1000-110000-021-0000 | \$0.00       | \$57,503.00   | \$57,503.00  |
| 0100-3210-0-1110-1000-110000-022-0000 | \$56,281.00  | \$30,182.00   | \$86,463.00  |
| 0100-3210-0-1110-1000-110000-028-0000 | \$0.00       | \$141,301.00  | \$141,301.00 |
| 0100-3210-0-1110-1000-110000-030-0000 | \$54,226.00  | \$84,891.00   | \$139,117.00 |
| 0100-3210-0-1110-1000-310100-021-0000 | \$0.00       | \$9,287.00    | \$9,287.00   |
| 0100-3210-0-1110-1000-310100-022-0000 | \$9,089.00   | \$4,875.00    | \$13,964.00  |
| 0100-3210-0-1110-1000-310100-028-0000 | \$0.00       | \$22,820.00   | \$22,820.00  |
| 0100-3210-0-1110-1000-310100-030-0000 | \$8,758.00   | \$13,709.00   | \$22,467.00  |
| 0100-3210-0-1110-1000-330100-021-0000 | \$0.00       | \$834.00      | \$834.00     |
| 0100-3210-0-1110-1000-330100-022-0000 | \$816.00     | \$438.00      | \$1,254.00   |
| 0100-3210-0-1110-1000-330100-028-0000 | \$0.00       | \$2,049.00    | \$2,049.00   |
| 0100-3210-0-1110-1000-330100-030-0000 | \$786.00     | \$1,231.00    | \$2,017.00   |
| 0100-3210-0-1110-1000-340100-021-0000 | \$0.00       | \$7,818.00    | \$7,818.00   |
| 0100-3210-0-1110-1000-340100-022-0000 | \$8,275.00   | \$8,005.00    | \$16,280.00  |
| 0100-3210-0-1110-1000-340100-028-0000 | \$0.00       | \$26,911.00   | \$26,911.00  |
| 0100-3210-0-1110-1000-340100-030-0000 | \$8,275.00   | \$8,270.00    | \$16,545.00  |
| 0100-3210-0-1110-1000-350100-021-0000 | \$0.00       | \$29.00       | \$29.00      |
| 0100-3210-0-1110-1000-350100-022-0000 | \$28.00      | \$15.00       | \$43.00      |
| 0100-3210-0-1110-1000-350100-028-0000 | \$0.00       | \$71.00       | \$71.00      |
| 0100-3210-0-1110-1000-350100-030-0000 | \$27.00      | \$43.00       | \$70.00      |
| 0100-3210-0-1110-1000-360100-021-0000 | \$0.00       | \$1,104.00    | \$1,104.00   |
| 0100-3210-0-1110-1000-360100-022-0000 | \$1,081.00   | \$579.00      | \$1,660.00   |

**Pending Budget Revision**  
**Control Number 20210008**  
**ResolutionNo. 25-21**

Fund: 0100 General Fund

| FD---RE---Y-GO---FN---OB-----SI--L2   | Revised      | Adjustments   | Proposed     |
|---------------------------------------|--------------|---------------|--------------|
| <b>Expenses</b>                       |              |               |              |
| 0100-3210-0-1110-1000-360100-028-0000 | \$0.00       | \$2,713.00    | \$2,713.00   |
| 0100-3210-0-1110-1000-360100-030-0000 | \$1,041.00   | \$1,630.00    | \$2,671.00   |
| 0100-3210-0-1110-1000-430000-020-0000 | \$131,687.65 | \$1,290.03    | \$132,977.68 |
| 0100-3210-0-1110-1000-430000-021-0000 | \$0.00       | \$820.46      | \$820.46     |
| 0100-3210-0-1110-1000-430000-028-0000 | \$745.35     | \$0.02        | \$745.37     |
| 0100-3210-0-1110-1000-430000-030-0000 | \$0.00       | \$2,346.09    | \$2,346.09   |
| 0100-3210-0-1110-1000-430000-031-0000 | \$0.00       | \$2,346.10    | \$2,346.10   |
| 0100-3210-0-1110-1000-430000-050-0000 | \$0.00       | \$20,904.50   | \$20,904.50  |
| 0100-3210-0-1110-1000-440000-010-0028 | \$0.00       | \$15,335.25   | \$15,335.25  |
| 0100-3210-0-1110-1000-440000-020-0000 | \$0.00       | \$82,000.00   | \$82,000.00  |
| 0100-3210-0-1110-1000-440000-040-0000 | \$2,501.44   | \$721.77      | \$3,223.21   |
| 0100-3210-0-5760-1110-430000-039-0000 | \$0.00       | \$30.00       | \$30.00      |
| 0100-3212-0-0000-8100-560000-010-0000 | \$0.00       | \$3,730.88    | \$3,730.88   |
| 0100-3215-0-1110-1000-410000-040-0000 | \$0.00       | \$1,260.43    | \$1,260.43   |
| 0100-3215-0-1110-1000-420000-040-0000 | \$0.00       | \$362.53      | \$362.53     |
| 0100-3215-0-1110-1000-430000-040-0000 | \$7,204.00   | (\$1,622.96)  | \$5,581.04   |
| 0100-3220-0-0000-2140-190000-005-0000 | \$100,288.00 | (\$31,880.00) | \$68,408.00  |
| 0100-3220-0-0000-2140-310100-005-0000 | \$16,196.00  | (\$5,148.00)  | \$11,048.00  |
| 0100-3220-0-0000-2140-330100-005-0000 | \$1,454.00   | (\$462.00)    | \$992.00     |
| 0100-4203-0-1110-1000-310100-005-0000 | \$12,479.00  | (\$808.00)    | \$11,671.00  |
| 0100-0332-0-1110-4000-430000-029-0000 | \$1,350.00   | \$173.40      | \$1,523.40   |
| 0100-3220-0-0000-2140-360100-005-0000 | \$1,926.00   | (\$613.00)    | \$1,313.00   |
| 0100-4203-0-1110-1000-310100-005-2495 | \$0.00       | \$808.00      | \$808.00     |
| 0100-4203-0-1110-1000-330100-005-0000 | \$1,120.00   | (\$73.00)     | \$1,047.00   |
| 0100-4203-0-1110-1000-330100-005-2495 | \$0.00       | \$73.00       | \$73.00      |
| 0100-4203-0-1110-1000-350100-005-0000 | \$39.00      | (\$3.00)      | \$36.00      |
| 0100-4203-0-1110-1000-350100-005-2495 | \$0.00       | \$3.00        | \$3.00       |
| 0100-4203-0-1110-1000-360100-005-0000 | \$1,484.00   | (\$96.00)     | \$1,388.00   |
| 0100-4203-0-1110-1000-360100-005-2495 | \$0.00       | \$96.00       | \$96.00      |
| 0100-4203-0-1110-1000-430000-005-0000 | \$19,000.00  | \$71,197.00   | \$90,197.00  |
| 0100-5640-0-0000-2100-580000-062-0000 | \$0.00       | \$947.97      | \$947.97     |
| 0100-5640-0-0000-2100-580011-062-0000 | \$1,800.00   | (\$1,800.00)  | \$0.00       |
| 0100-5640-0-0000-3120-520003-062-0000 | \$800.00     | (\$800.00)    | \$0.00       |
| 0100-5640-0-0000-3120-580011-062-0000 | \$3,500.00   | \$3,400.00    | \$6,900.00   |
| 0100-5640-0-0000-3130-520000-062-0000 | \$2,000.00   | (\$790.00)    | \$1,210.00   |
| 0100-5640-0-0000-3130-571005-062-0000 | \$500.00     | (\$500.00)    | \$0.00       |
| 0100-5640-0-0000-3140-520003-062-0000 | \$800.00     | (\$800.00)    | \$0.00       |
| 0100-5640-0-1110-1000-571030-062-0000 | \$2,000.00   | (\$1,300.00)  | \$700.00     |
| 0100-6010-0-0000-7210-731000-021-0000 | \$0.00       | \$6,300.00    | \$6,300.00   |
| 0100-6010-0-0000-7210-731000-022-0000 | \$0.00       | \$6,300.00    | \$6,300.00   |
| 0100-6010-0-0000-7210-731000-023-0000 | \$0.00       | \$6,300.00    | \$6,300.00   |
| 0100-6010-0-0000-7210-731000-024-0000 | \$0.00       | \$6,300.00    | \$6,300.00   |
| 0100-6010-0-0000-7210-731000-025-0000 | \$0.00       | \$6,300.00    | \$6,300.00   |

**Pending Budget Revision**  
**Control Number 20210008**  
**ResolutionNo. 25-21**

Fund: 0100 General Fund

| FD---RE---Y-GO---FN---OB-----SI--L2   | Revised      | Adjustments   | Proposed     |
|---------------------------------------|--------------|---------------|--------------|
| <b>Expenses</b>                       |              |               |              |
| 0100-6010-0-0000-7210-731000-026-0000 | \$0.00       | \$6,300.00    | \$6,300.00   |
| 0100-6010-0-0000-7210-731000-027-0000 | \$0.00       | \$6,900.00    | \$6,900.00   |
| 0100-6010-0-0000-7210-731000-028-0000 | \$0.00       | \$6,300.00    | \$6,300.00   |
| 0100-6010-0-0000-7210-731000-029-0000 | \$0.00       | \$6,300.00    | \$6,300.00   |
| 0100-6010-0-1110-4000-220000-021-0000 | \$137,363.00 | (\$15,759.00) | \$121,604.00 |
| 0100-6010-0-1110-4000-220000-022-0000 | \$140,747.00 | (\$40,115.00) | \$100,632.00 |
| 0100-6010-0-1110-4000-220000-024-0000 | \$144,017.00 | (\$36,089.00) | \$107,928.00 |
| 0100-6010-0-1110-4000-220000-025-0000 | \$142,898.00 | (\$35,480.00) | \$107,418.00 |
| 0100-6010-0-1110-4000-220000-026-0000 | \$131,814.00 | (\$17,307.00) | \$114,507.00 |
| 0100-6010-0-1110-4000-220000-027-0000 | \$137,680.00 | (\$49,738.00) | \$87,942.00  |
| 0100-6010-0-1110-4000-220000-028-0000 | \$139,778.00 | (\$37,590.00) | \$102,188.00 |
| 0100-6010-0-1110-4000-220000-029-0000 | \$138,542.00 | (\$35,950.00) | \$102,592.00 |
| 0100-6010-0-1110-4000-220010-021-0000 | \$2,500.00   | (\$2,500.00)  | \$0.00       |
| 0100-6010-0-1110-4000-220010-022-0000 | \$2,500.00   | (\$2,500.00)  | \$0.00       |
| 0100-6010-0-1110-4000-220010-023-0000 | \$2,500.00   | (\$2,500.00)  | \$0.00       |
| 0100-6010-0-1110-4000-220010-024-0000 | \$2,500.00   | (\$1,000.00)  | \$1,500.00   |
| 0100-6010-0-1110-4000-220010-025-0000 | \$2,500.00   | (\$2,500.00)  | \$0.00       |
| 0100-6010-0-1110-4000-220010-026-0000 | \$2,500.00   | (\$2,100.00)  | \$400.00     |
| 0100-6010-0-1110-4000-220010-027-0000 | \$2,500.00   | (\$2,500.00)  | \$0.00       |
| 0100-6010-0-1110-4000-220010-028-0000 | \$2,500.00   | (\$1,800.00)  | \$700.00     |
| 0100-6010-0-1110-4000-220010-029-0000 | \$2,500.00   | (\$2,500.00)  | \$0.00       |
| 0100-6010-0-1110-4000-220020-021-0000 | \$2,870.00   | \$630.00      | \$3,500.00   |
| 0100-6010-0-1110-4000-220020-022-0000 | \$2,870.00   | (\$770.00)    | \$2,100.00   |
| 0100-6010-0-1110-4000-220020-023-0000 | \$2,870.00   | \$530.00      | \$3,400.00   |
| 0100-6010-0-1110-4000-220020-024-0000 | \$2,870.00   | (\$870.00)    | \$2,000.00   |
| 0100-6010-0-1110-4000-220020-025-0000 | \$2,870.00   | (\$470.00)    | \$2,400.00   |
| 0100-6010-0-1110-4000-220020-026-0000 | \$2,870.00   | (\$70.00)     | \$2,800.00   |
| 0100-6010-0-1110-4000-220020-027-0000 | \$2,870.00   | (\$1,170.00)  | \$1,700.00   |
| 0100-6010-0-1110-4000-220020-028-0000 | \$2,870.00   | (\$70.00)     | \$2,800.00   |
| 0100-6010-0-1110-4000-220020-029-0000 | \$2,870.00   | \$330.00      | \$3,200.00   |
| 0100-6010-0-1110-4000-320200-021-0000 | \$29,546.00  | (\$3,649.00)  | \$25,897.00  |
| 0100-6010-0-1110-4000-320200-022-0000 | \$30,246.00  | (\$8,980.00)  | \$21,266.00  |
| 0100-6010-0-1110-4000-320200-023-0000 | \$30,247.00  | (\$408.00)    | \$29,839.00  |
| 0100-6010-0-1110-4000-320200-024-0000 | \$30,923.00  | (\$7,857.00)  | \$23,066.00  |
| 0100-6010-0-1110-4000-320200-025-0000 | \$30,692.00  | (\$7,960.00)  | \$22,732.00  |
| 0100-6010-0-1110-4000-320200-026-0000 | \$28,397.00  | (\$4,032.00)  | \$24,365.00  |
| 0100-6010-0-1110-4000-320200-027-0000 | \$29,611.00  | (\$11,055.00) | \$18,556.00  |
| 0100-6010-0-1110-4000-320200-028-0000 | \$30,046.00  | (\$8,169.00)  | \$21,877.00  |
| 0100-6010-0-1110-4000-320200-029-0000 | \$29,790.00  | (\$7,891.00)  | \$21,899.00  |
| 0100-6010-0-1110-4000-330200-021-0000 | \$10,919.00  | (\$1,349.00)  | \$9,570.00   |
| 0100-6010-0-1110-4000-330200-022-0000 | \$11,178.00  | (\$3,319.00)  | \$7,859.00   |
| 0100-6010-0-1110-4000-330200-023-0000 | \$11,178.00  | (\$151.00)    | \$11,027.00  |
| 0100-6010-0-1110-4000-330200-024-0000 | \$11,428.00  | (\$2,904.00)  | \$8,524.00   |

**Pending Budget Revision**  
**Control Number 20210008**  
**ResolutionNo. 25-21**

Fund: 0100 General Fund

| FD---RE---Y-GO---FN---OB-----SI--L2   | Revised      | Adjustments  | Proposed     |
|---------------------------------------|--------------|--------------|--------------|
| <b>Expenses</b>                       |              |              |              |
| 0100-6010-0-1110-4000-330200-025-0000 | \$11,343.00  | (\$2,942.00) | \$8,401.00   |
| 0100-6010-0-1110-4000-330200-026-0000 | \$10,495.00  | (\$1,490.00) | \$9,005.00   |
| 0100-6010-0-1110-4000-330200-027-0000 | \$10,943.00  | (\$4,085.00) | \$6,858.00   |
| 0100-6010-0-1110-4000-330200-028-0000 | \$11,104.00  | (\$3,019.00) | \$8,085.00   |
| 0100-6010-0-1110-4000-330200-029-0000 | \$11,009.00  | (\$2,916.00) | \$8,093.00   |
| 0100-6010-0-1110-4000-350200-021-0000 | \$71.00      | (\$8.00)     | \$63.00      |
| 0100-6010-0-1110-4000-350200-022-0000 | \$73.00      | (\$22.00)    | \$51.00      |
| 0100-6010-0-1110-4000-350200-023-0000 | \$73.00      | (\$1.00)     | \$72.00      |
| 0100-6010-0-1110-4000-350200-024-0000 | \$75.00      | (\$19.00)    | \$56.00      |
| 0100-6010-0-1110-4000-350200-025-0000 | \$74.00      | (\$19.00)    | \$55.00      |
| 0100-6010-0-1110-4000-350200-026-0000 | \$69.00      | (\$10.00)    | \$59.00      |
| 0100-6010-0-1110-4000-350200-027-0000 | \$72.00      | (\$27.00)    | \$45.00      |
| 0100-6010-0-1110-4000-350200-028-0000 | \$73.00      | (\$20.00)    | \$53.00      |
| 0100-6010-0-1110-4000-350200-029-0000 | \$72.00      | (\$19.00)    | \$53.00      |
| 0100-6010-0-1110-4000-360200-021-0000 | \$2,740.00   | (\$338.00)   | \$2,402.00   |
| 0100-6010-0-1110-4000-360200-022-0000 | \$2,805.00   | (\$833.00)   | \$1,972.00   |
| 0100-6010-0-1110-4000-360200-023-0000 | \$2,805.00   | (\$37.00)    | \$2,768.00   |
| 0100-6010-0-1110-4000-360200-024-0000 | \$2,868.00   | (\$729.00)   | \$2,139.00   |
| 0100-6010-0-1110-4000-360200-025-0000 | \$2,847.00   | (\$738.00)   | \$2,109.00   |
| 0100-6010-0-1110-4000-360200-026-0000 | \$2,634.00   | (\$374.00)   | \$2,260.00   |
| 0100-6010-0-1110-4000-360200-027-0000 | \$2,747.00   | (\$1,026.00) | \$1,721.00   |
| 0100-6010-0-1110-4000-360200-028-0000 | \$2,787.00   | (\$758.00)   | \$2,029.00   |
| 0100-6010-0-1110-4000-360200-029-0000 | \$2,763.00   | (\$732.00)   | \$2,031.00   |
| 0100-6010-0-1110-4000-430000-027-0000 | \$0.00       | \$242.40     | \$242.40     |
| 0100-6500-0-5760-1110-110010-039-0000 | \$3,150.00   | (\$3,150.00) | \$0.00       |
| 0100-6500-0-5760-1110-110040-039-0000 | \$1,500.00   | (\$1,500.00) | \$0.00       |
| 0100-6500-0-5760-1110-210040-039-0000 | \$3,550.00   | (\$3,550.00) | \$0.00       |
| 0100-6500-0-5760-1110-290000-039-0000 | \$6,337.00   | (\$6,337.00) | \$0.00       |
| 0100-6500-0-5760-1110-290010-039-0000 | \$500.00     | (\$500.00)   | \$0.00       |
| 0100-6500-0-5760-1110-310100-039-0000 | \$105,497.00 | (\$751.00)   | \$104,746.00 |
| 0100-6500-0-5760-1110-320200-039-0000 | \$2,150.00   | (\$2,150.00) | \$0.00       |
| 0100-6500-0-5760-1110-330100-039-0000 | \$9,472.00   | (\$68.00)    | \$9,404.00   |
| 0100-6500-0-5760-1110-330200-039-0000 | \$795.00     | (\$795.00)   | \$0.00       |
| 0100-6500-0-5760-1110-350100-039-0000 | \$327.00     | (\$3.00)     | \$324.00     |
| 0100-6500-0-5760-1110-350200-039-0000 | \$5.00       | (\$5.00)     | \$0.00       |
| 0100-6500-0-5760-1110-360100-039-0000 | \$12,542.00  | (\$89.00)    | \$12,453.00  |
| 0100-6500-0-5760-1110-360200-039-0000 | \$199.00     | (\$199.00)   | \$0.00       |
| 0100-6500-0-5760-1110-420000-039-0000 | \$2,000.00   | \$508.00     | \$2,508.00   |
| 0100-6500-0-5760-1110-430000-039-0000 | \$2,896.00   | \$30,644.00  | \$33,540.00  |
| 0100-6500-0-5760-1110-571030-039-0000 | \$500.00     | (\$500.00)   | \$0.00       |
| 0100-6500-0-5760-1110-575030-039-0000 | \$100.00     | (\$43.90)    | \$56.10      |
| 0100-6500-0-5760-1110-575030-039-0072 | \$100.00     | (\$100.00)   | \$0.00       |
| 0100-6500-0-5760-1110-580000-039-0000 | \$0.00       | \$1,025.00   | \$1,025.00   |

**Pending Budget Revision**  
**Control Number 20210008**  
**ResolutionNo. 25-21**

Fund: 0100 General Fund

| FD---RE---Y-GO---FN---OB-----SI--L2   | Revised        | Adjustments    | Proposed       |
|---------------------------------------|----------------|----------------|----------------|
| <b>Expenses</b>                       |                |                |                |
| 0100-6500-0-5760-1110-580009-039-0000 | \$200.00       | (\$200.00)     | \$0.00         |
| 0100-6500-0-5760-1110-580011-039-0000 | \$1,100.00     | \$3,500.00     | \$4,600.00     |
| 0100-6500-0-5760-1120-110010-039-0000 | \$3,880.00     | (\$3,880.00)   | \$0.00         |
| 0100-6500-0-5760-1120-110040-039-0000 | \$2,985.00     | (\$2,854.00)   | \$131.00       |
| 0100-6500-0-5760-1120-210010-039-0000 | \$4,000.00     | (\$4,000.00)   | \$0.00         |
| 0100-6500-0-5760-1120-210030-039-0000 | \$500.00       | \$322.00       | \$822.00       |
| 0100-6500-0-5760-1120-210040-039-0000 | \$750.00       | (\$750.00)     | \$0.00         |
| 0100-6500-0-5760-1120-290030-039-0000 | \$900.00       | (\$900.00)     | \$0.00         |
| 0100-3220-0-0000-2420-220020-028-0000 | \$767.00       | (\$767.00)     | \$0.00         |
| 0100-3220-0-0000-2420-320200-028-0000 | \$3,084.00     | (\$159.00)     | \$2,925.00     |
| 0100-3220-0-0000-2420-330200-028-0000 | \$1,140.00     | (\$59.00)      | \$1,081.00     |
| 0100-3220-0-0000-2420-580011-050-0000 | \$6,366.15     | (\$58.27)      | \$6,307.88     |
| 0100-3220-0-0000-2495-571040-020-0000 | \$17,978.50    | \$1,716.00     | \$19,694.50    |
| 0100-3220-0-0000-3700-430000-008-0000 | \$15,998.91    | \$23.13        | \$16,022.04    |
| 0100-3220-0-0000-3700-640000-008-0000 | \$29,757.38    | \$429.00       | \$30,186.38    |
| 0100-3220-0-0000-7210-731000-000-0000 | \$0.00         | \$19,401.22    | \$19,401.22    |
| 0100-3220-0-0000-7700-440000-061-0000 | \$103,422.92   | (\$101,886.77) | \$1,536.15     |
| 0100-3220-0-0000-7700-650000-061-0000 | \$0.00         | \$101,886.77   | \$101,886.77   |
| 0100-3220-0-0000-8200-430000-016-0000 | \$55,669.55    | (\$0.01)       | \$55,669.54    |
| 0100-3220-0-1110-1000-110000-005-0000 | \$157,459.00   | (\$21,253.00)  | \$136,206.00   |
| 0100-3220-0-1110-1000-110000-021-0000 | \$18,557.00    | \$29,685.00    | \$48,242.00    |
| 0100-3220-0-1110-1000-310100-005-0000 | \$43,912.00    | (\$3,432.00)   | \$40,480.00    |
| 0100-3220-0-1110-1000-310100-021-0000 | \$2,997.00     | \$4,794.00     | \$7,791.00     |
| 0100-3220-0-1110-1000-330100-005-0000 | \$3,943.00     | (\$309.00)     | \$3,634.00     |
| 0100-3220-0-1110-1000-330100-021-0000 | \$269.00       | \$431.00       | \$700.00       |
| 0100-3220-0-1110-1000-340100-005-0000 | \$23,018.00    | (\$2,706.00)   | \$20,312.00    |
| 0100-3220-0-1110-1000-340100-021-0000 | \$2,706.00     | \$3,609.00     | \$6,315.00     |
| 0100-3220-0-1110-1000-350100-005-0000 | \$136.00       | (\$11.00)      | \$125.00       |
| 0100-3220-0-1110-1000-350100-021-0000 | \$9.00         | \$15.00        | \$24.00        |
| 0100-3220-0-1110-1000-360100-005-0000 | \$5,221.00     | (\$409.00)     | \$4,812.00     |
| 0100-3220-0-1110-1000-360100-021-0000 | \$356.00       | \$570.00       | \$926.00       |
| 0100-3220-0-1110-1000-430000-022-0000 | \$13,511.55    | (\$1,095.09)   | \$12,416.46    |
| 0100-3220-0-1110-1000-430000-023-0000 | \$8,430.76     | \$2,221.69     | \$10,652.45    |
| 0100-3220-0-1110-1000-430000-026-0000 | \$5,636.03     | \$6,161.48     | \$11,797.51    |
| 0100-3220-0-1110-1000-430000-029-0000 | \$4,816.58     | (\$18.71)      | \$4,797.87     |
| 0100-3220-0-1110-1000-430000-050-0000 | \$1,322,197.81 | (\$1,377.13)   | \$1,320,820.68 |
| 0100-3220-0-1110-1000-440000-050-0000 | \$349,855.23   | (\$31,614.38)  | \$318,240.85   |
| 0100-3220-0-1110-1000-560000-050-0000 | \$4,800.00     | (\$4,800.00)   | \$0.00         |
| 0100-3220-0-1110-1000-580011-022-0000 | \$210.00       | (\$210.00)     | \$0.00         |
| 0100-3220-0-1110-1000-640000-050-0000 | \$0.00         | \$41,395.07    | \$41,395.07    |
| 0100-3220-0-1134-1000-330100-022-0000 | \$0.00         | \$2.00         | \$2.00         |
| 0100-3220-0-1134-1000-360100-022-0000 | \$0.00         | \$3.00         | \$3.00         |
| 0100-3310-0-5760-1110-210010-039-0000 | \$4,000.00     | \$830.00       | \$4,830.00     |

**Pending Budget Revision**  
**Control Number 20210008**  
**Resolution No. 25-21**

Fund: 0100 General Fund

| FD---RE---Y-GO---FN---OB-----SI--L2   | Revised                | Adjustments           | Proposed               |
|---------------------------------------|------------------------|-----------------------|------------------------|
| <b>Expenses</b>                       |                        |                       |                        |
| 0100-3310-0-5760-1110-210030-039-0000 | \$500.00               | \$10,306.00           | \$10,806.00            |
| 0100-3310-0-5760-1110-320200-039-0000 | \$47,744.00            | \$1,305.00            | \$49,049.00            |
| 0100-3310-0-5760-1110-330200-039-0000 | \$17,645.00            | \$482.00              | \$18,127.00            |
| 0100-3310-0-5760-1110-350200-039-0000 | \$115.00               | \$3.00                | \$118.00               |
| 0100-3310-0-5760-1110-360200-039-0000 | \$4,428.00             | \$122.00              | \$4,550.00             |
| 0100-3311-0-5760-9200-714221-039-0000 | \$705.00               | \$4,350.00            | \$5,055.00             |
| 0100-4035-0-0000-2140-110040-005-0000 | \$5,734.00             | \$120.00              | \$5,854.00             |
| 0100-4035-0-0000-2140-310100-005-0000 | \$24,348.00            | \$20.00               | \$24,368.00            |
| 0100-4035-0-0000-2140-330100-005-0000 | \$2,186.00             | \$2.00                | \$2,188.00             |
| 0100-4035-0-0000-2140-360100-005-0000 | \$2,895.00             | \$2.00                | \$2,897.00             |
| 0100-4035-0-0000-2140-580011-005-0000 | \$11,500.00            | \$500.00              | \$12,000.00            |
| 0100-4035-0-0000-7210-731000-000-0000 | \$9,500.00             | (\$9,500.00)          | \$0.00                 |
| 0100-4035-0-1110-1000-110040-005-0000 | \$7,792.00             | \$571.00              | \$8,363.00             |
| 0100-4035-0-1110-1000-310100-005-0000 | \$1,258.00             | \$93.00               | \$1,351.00             |
| 0100-4035-0-1110-1000-330100-005-0000 | \$113.00               | \$8.00                | \$121.00               |
| 0100-4035-0-1110-1000-360100-005-0000 | \$150.00               | \$11.00               | \$161.00               |
| 0100-4035-0-1110-1000-520000-005-0000 | \$5,000.00             | \$80,304.00           | \$85,304.00            |
| 0100-4035-0-1110-1000-520000-040-0000 | \$3,319.00             | \$3,705.00            | \$7,024.00             |
| 0100-4035-0-1110-1000-580009-005-0000 | \$94,127.00            | (\$35,030.00)         | \$59,097.00            |
| 0100-4203-0-1110-1000-110040-005-0000 | \$75,631.00            | (\$5,000.00)          | \$70,631.00            |
| 0100-4203-0-1110-1000-110040-005-2495 | \$0.00                 | \$5,000.00            | \$5,000.00             |
| ***Expense Total                      | <u>\$19,544,720.35</u> | <u>\$1,527,674.08</u> | <u>\$21,072,394.43</u> |
| <b>Balance Sheet Accounts</b>         |                        |                       |                        |
| 0100-6512-0-0000-0000-974000-000-0000 | \$304,913.39           | (\$216,959.00)        | \$87,954.39            |
| 0100-6546-0-0000-0000-974000-000-0000 | \$0.00                 | \$272,645.00          | \$272,645.00           |
| 0100-9062-0-0000-0000-974000-000-0000 | \$58,804.89            | \$23,054.79           | \$81,859.68            |
| 0100-5640-0-0000-0000-974000-000-0000 | \$33,357.97            | (\$33,357.97)         | \$0.00                 |
| ***Balance Sheet Account Total        | <u>\$397,076.25</u>    | <u>\$45,382.82</u>    | <u>\$442,459.07</u>    |
| <b>Fund Totals</b>                    |                        |                       |                        |
| Total: Income                         | (\$5,609,265.36)       | \$13,163,547.49       | \$7,554,282.13         |
| Total: Expenses                       | \$19,544,720.35        | \$1,527,674.08        | \$21,072,394.43        |
| Total: Balance Sheet Accounts         | \$397,076.25           | \$45,382.82           | \$442,459.07           |

**Pending Budget Revision**  
**Control Number 20210008**  
**Resolution No. 25-21**

Fund: 1300 Cafeteria Fund

| FD---RE---Y-GO---FN---OB-----SI--L2   | Revised             | Adjustments          | Proposed            |
|---------------------------------------|---------------------|----------------------|---------------------|
| <b>Income</b>                         |                     |                      |                     |
| 1300-5316-0-0000-0000-822000-000-0000 | \$0.00              | \$211,322.25         | \$211,322.25        |
| <b>***Income Total</b>                | <u>\$0.00</u>       | <u>\$211,322.25</u>  | <u>\$211,322.25</u> |
| <b>Expenses</b>                       |                     |                      |                     |
| 1300-5310-0-0000-3700-430010-008-0000 | \$5,575.00          | (\$2,000.00)         | \$3,575.00          |
| 1300-5310-0-0000-3700-440000-008-0000 | \$50,000.00         | (\$47,452.02)        | \$2,547.98          |
| 1300-5310-0-0000-3700-571000-008-0000 | \$0.00              | (\$211,322.25)       | (\$211,322.25)      |
| 1300-5310-0-0000-3700-575030-008-0000 | (\$83,963.00)       | \$11,533.90          | (\$72,429.10)       |
| 1300-5310-0-0000-7210-735000-000-0000 | \$150,000.00        | (\$10,000.00)        | \$140,000.00        |
| 1300-5316-0-0000-3700-571000-008-0000 | \$0.00              | \$211,322.25         | \$211,322.25        |
| <b>***Expense Total</b>               | <u>\$121,612.00</u> | <u>(\$47,918.12)</u> | <u>\$73,693.88</u>  |
| <b>Balance Sheet Accounts</b>         |                     |                      |                     |
| 1300-5310-0-0000-0000-971100-000-0000 | \$910.00            | (\$500.00)           | \$410.00            |
| 1300-5310-0-0000-0000-974000-000-0000 | \$681,469.80        | \$254,240.37         | \$935,710.17        |
| <b>***Balance Sheet Account Total</b> | <u>\$682,379.80</u> | <u>\$253,740.37</u>  | <u>\$936,120.17</u> |
| <b>Fund Totals</b>                    |                     |                      |                     |
| Total: Income                         | \$0.00              | \$211,322.25         | \$211,322.25        |
| Total: Expenses                       | \$121,612.00        | (\$47,918.12)        | \$73,693.88         |
| Total: Balance Sheet Accounts         | \$682,379.80        | \$253,740.37         | \$936,120.17        |



**Pending Budget Revision**  
**Control Number 20210008**  
**Resolution No. 25-21**

Fund: 1500 Pupil Transportation Equip

| FD---RE---Y-GO---FN---OB-----SI--L2   | Revised               | Adjustments         | Proposed              |
|---------------------------------------|-----------------------|---------------------|-----------------------|
| <b>Income</b>                         |                       |                     |                       |
| 1500-0000-0-0000-0000-866000-000-0000 | \$8,000.00            | (\$4,500.00)        | \$3,500.00            |
| ***Income Total                       | <u>\$8,000.00</u>     | <u>(\$4,500.00)</u> | <u>\$3,500.00</u>     |
| <b>Expenses</b>                       |                       |                     |                       |
| 1500-0000-0-0000-3600-650000-014-0000 | \$1,936,720.63        | (\$8,914.95)        | \$1,927,805.68        |
| ***Expense Total                      | <u>\$1,936,720.63</u> | <u>(\$8,914.95)</u> | <u>\$1,927,805.68</u> |
| <b>Balance Sheet Accounts</b>         |                       |                     |                       |
| 1500-0000-0-0000-0000-978000-000-0000 | \$189,064.21          | \$4,414.95          | \$193,479.16          |
| ***Balance Sheet Account Total        | <u>\$189,064.21</u>   | <u>\$4,414.95</u>   | <u>\$193,479.16</u>   |
| <b>Fund Totals</b>                    |                       |                     |                       |
| Total: Income                         | \$8,000.00            | (\$4,500.00)        | \$3,500.00            |
| Total: Expenses                       | \$1,936,720.63        | (\$8,914.95)        | \$1,927,805.68        |
| Total: Balance Sheet Accounts         | \$189,064.21          | \$4,414.95          | \$193,479.16          |

Pending Budget Revision  
Control Number 20210008  
Resolution No. 25-21

Fund: 2100 Building Fund-Local

| FD---RE---Y-GO---FN---OB-----SI--L2   | Revised           | Adjustments    | Proposed          |
|---------------------------------------|-------------------|----------------|-------------------|
| <b>Income</b>                         |                   |                |                   |
| 2100-9010-0-0000-0000-866000-000-0000 | \$0.00            | \$20.64        | \$20.64           |
| ***Income Total                       | <u>\$0.00</u>     | <u>\$20.64</u> | <u>\$20.64</u>    |
| <b>Expenses</b>                       |                   |                |                   |
| 2100-9010-0-0000-8500-620000-021-0000 | \$2,047.19        | (\$1,944.32)   | \$102.87          |
| 2100-9010-0-0000-9300-761300-023-0000 | \$0.00            | \$1,964.96     | \$1,964.96        |
| ***Expense Total                      | <u>\$2,047.19</u> | <u>\$20.64</u> | <u>\$2,067.83</u> |
| <b>Fund Totals</b>                    |                   |                |                   |
| Total: Income                         | \$0.00            | \$20.64        | \$20.64           |
| Total: Expenses                       | \$2,047.19        | \$20.64        | \$2,067.83        |
| Total: Balance Sheet Accounts         | \$0.00            | \$0.00         | \$0.00            |

**Pending Budget Revision**  
**Control Number 20210008**  
**Resolution No. 25-21**

Fund: 2110 Building Funds - Local 1

| FD---RE---Y-GO---FN---OB-----SI--L2   | Revised               | Adjustments         | Proposed              |
|---------------------------------------|-----------------------|---------------------|-----------------------|
| <b>Income</b>                         |                       |                     |                       |
| 2110-9010-0-0000-0000-866000-000-0000 | \$10,000.00           | (\$2,185.80)        | \$7,814.20            |
| ***Income Total                       | <u>\$10,000.00</u>    | <u>(\$2,185.80)</u> | <u>\$7,814.20</u>     |
| <b>Expenses</b>                       |                       |                     |                       |
| 2110-9010-0-0000-8500-617000-024-0000 | \$652,761.01          | \$1,464.37          | \$654,225.38          |
| 2110-9010-0-0000-9300-761300-023-0000 | \$1,550,000.00        | (\$3,650.17)        | \$1,546,349.83        |
| ***Expense Total                      | <u>\$2,202,761.01</u> | <u>(\$2,185.80)</u> | <u>\$2,200,575.21</u> |
| <b>Fund Totals</b>                    |                       |                     |                       |
| Total: Income                         | \$10,000.00           | (\$2,185.80)        | \$7,814.20            |
| Total: Expenses                       | \$2,202,761.01        | (\$2,185.80)        | \$2,200,575.21        |
| Total: Balance Sheet Accounts         | \$0.00                | \$0.00              | \$0.00                |

Pending Budget Revision  
Control Number 20210008  
Resolution No. 25-21

Fund: 2120 Building Funds - Local 2

| FD---RE---Y-GO---FN---OB-----SI--L2   | Revised               | Adjustments             | Proposed              |
|---------------------------------------|-----------------------|-------------------------|-----------------------|
| <b>Income</b>                         |                       |                         |                       |
| 2120-9010-0-0000-0000-897900-000-0000 | \$220,000.00          | \$2,126.24              | \$222,126.24          |
| ***Income Total                       | <u>\$220,000.00</u>   | <u>\$2,126.24</u>       | <u>\$222,126.24</u>   |
| <b>Expenses</b>                       |                       |                         |                       |
| 2120-9010-0-0000-9100-580000-004-0000 | \$0.00                | \$222,126.24            | \$222,126.24          |
| 2120-9010-0-0000-9300-761300-025-0000 | \$2,800,000.00        | (\$1,385,900.75)        | \$1,414,099.25        |
| 2120-9010-0-0000-9300-761300-026-0000 | \$1,900,000.00        | (\$1,900,000.00)        | \$0.00                |
| ***Expense Total                      | <u>\$4,700,000.00</u> | <u>(\$3,063,774.51)</u> | <u>\$1,636,225.49</u> |
| <b>Balance Sheet Accounts</b>         |                       |                         |                       |
| 2120-9010-0-0000-0000-974000-000-0000 | \$3,197,000.00        | \$1,065,900.00          | \$4,262,900.00        |
| ***Balance Sheet Account Total        | <u>\$3,197,000.00</u> | <u>\$1,065,900.00</u>   | <u>\$4,262,900.00</u> |
| <b>Fund Totals</b>                    |                       |                         |                       |
| Total: Income                         | \$220,000.00          | \$2,126.24              | \$222,126.24          |
| Total: Expenses                       | \$4,700,000.00        | (\$3,063,774.51)        | \$1,636,225.49        |
| Total: Balance Sheet Accounts         | \$3,197,000.00        | \$1,065,900.00          | \$4,262,900.00        |

**Pending Budget Revision**  
**Control Number 20210008**  
**Resolution No. 25-21**

Fund: 2500 CapitalFacilities Fund

| FD---RE---Y-GO---FN---OB-----SI--L2   | Revised             | Adjustments         | Proposed            |
|---------------------------------------|---------------------|---------------------|---------------------|
| <b>Expenses</b>                       |                     |                     |                     |
| 2500-9010-0-0000-7200-580000-004-0000 | \$20,000.00         | \$21,500.00         | \$41,500.00         |
| 2500-9010-0-0000-8700-560000-020-0000 | \$145,000.00        | (\$30,000.00)       | \$115,000.00        |
| ***Expense Total                      | <u>\$165,000.00</u> | <u>(\$8,500.00)</u> | <u>\$156,500.00</u> |
| <b>Balance Sheet Accounts</b>         |                     |                     |                     |
| 2500-9010-0-0000-0000-974000-000-0000 | \$455,178.31        | \$8,500.00          | \$463,678.31        |
| ***Balance Sheet Account Total        | <u>\$455,178.31</u> | <u>\$8,500.00</u>   | <u>\$463,678.31</u> |
| <b>Fund Totals</b>                    |                     |                     |                     |
| Total: Income                         | \$0.00              | \$0.00              | \$0.00              |
| Total: Expenses                       | \$165,000.00        | (\$8,500.00)        | \$156,500.00        |
| Total: Balance Sheet Accounts         | \$455,178.31        | \$8,500.00          | \$463,678.31        |

**Pending Budget Revision**  
**Control Number 20210008**  
**Resolution No. 25-21**

Fund: 3500 SCHOOL FACILITY PROGRAM

| FD---RE---Y-GO---FN---OB-----SI--L2   | Revised               | Adjustments             | Proposed              |
|---------------------------------------|-----------------------|-------------------------|-----------------------|
| <b>Income</b>                         |                       |                         |                       |
| 3500-7710-0-0000-0000-866000-000-0000 | \$4,411.30            | \$5,588.70              | \$10,000.00           |
| 3500-7710-0-0000-0000-898000-000-0000 | (\$29,000.00)         | \$29,000.00             | \$0.00                |
| 3500-7716-0-0000-0000-898000-023-0000 | \$29,000.00           | (\$29,000.00)           | \$0.00                |
| 3500-7716-0-0000-9300-891300-023-0000 | \$1,550,000.00        | \$62,308.20             | \$1,612,308.20        |
| 3500-7716-0-0000-9300-891300-025-0000 | \$2,800,000.00        | (\$1,385,900.75)        | \$1,414,099.25        |
| 3500-7716-0-0000-9300-891300-026-0000 | \$1,900,000.00        | (\$1,900,000.00)        | \$0.00                |
| 3500-7716-0-0000-9300-891300-028-0000 | \$72,500.00           | (\$20,000.00)           | \$52,500.00           |
| ***Income Total                       | <u>\$6,326,911.30</u> | <u>(\$3,238,003.85)</u> | <u>\$3,088,907.45</u> |
| <b>Expenses</b>                       |                       |                         |                       |
| 3500-7716-0-0000-8500-620000-023-0000 | \$2,692,624.72        | \$33,308.20             | \$2,725,932.92        |
| 3500-7716-0-0000-8500-620000-025-0000 | \$2,855,900.75        | (\$1,385,900.75)        | \$1,470,000.00        |
| 3500-7716-0-0000-8500-620000-026-0000 | \$1,904,925.24        | (\$1,900,000.00)        | \$4,925.24            |
| 3500-7716-0-0000-8500-620000-028-0000 | \$637,076.91          | (\$20,000.00)           | \$617,076.91          |
| ***Expense Total                      | <u>\$8,090,527.62</u> | <u>(\$3,272,592.55)</u> | <u>\$4,817,935.07</u> |
| <b>Fund Totals</b>                    |                       |                         |                       |
| Total: Income                         | \$6,326,911.30        | (\$3,238,003.85)        | \$3,088,907.45        |
| Total: Expenses                       | \$8,090,527.62        | (\$3,272,592.55)        | \$4,817,935.07        |
| Total: Balance Sheet Accounts         | \$0.00                | \$0.00                  | \$0.00                |

**Pending Budget Revision**  
**Control Number 20210008**  
**Resolution No. 25-21**

Fund: 4000 Special Reserve - Capital Outlay

| FD---RE---Y-GO---FN---OB-----SI--L2   | Revised               | Adjustments          | Proposed              |
|---------------------------------------|-----------------------|----------------------|-----------------------|
| <b>Expenses</b>                       |                       |                      |                       |
| 4000-0000-0-0000-9300-761300-023-0000 | \$0.00                | \$63,993.41          | \$63,993.41           |
| 4000-0000-0-0000-9300-761300-028-0000 | \$72,500.00           | (\$20,000.00)        | \$52,500.00           |
| ***Expense Total                      | <u>\$72,500.00</u>    | <u>\$43,993.41</u>   | <u>\$116,493.41</u>   |
| <b>Balance Sheet Accounts</b>         |                       |                      |                       |
| 4000-0000-0-0000-0000-978000-000-0000 | \$1,120,033.91        | (\$43,993.41)        | \$1,076,040.50        |
| ***Balance Sheet Account Total        | <u>\$1,120,033.91</u> | <u>(\$43,993.41)</u> | <u>\$1,076,040.50</u> |
| <b>Fund Totals</b>                    |                       |                      |                       |
| Total: Income                         | \$0.00                | \$0.00               | \$0.00                |
| Total: Expenses                       | \$72,500.00           | \$43,993.41          | \$116,493.41          |
| Total: Balance Sheet Accounts         | \$1,120,033.91        | (\$43,993.41)        | \$1,076,040.50        |

Pending Budget Revision  
Control Number 20210008  
Resolution No. 25-21

Fund: 6720 Self-Insurance/Other

| FD---RE---Y-GO---FN---OB-----SI--L2   | Revised             | Adjustments       | Proposed            |
|---------------------------------------|---------------------|-------------------|---------------------|
| <b>Income</b>                         |                     |                   |                     |
| 6720-0000-0-0000-0000-866000-000-0000 | \$5,000.00          | \$1,500.00        | \$6,500.00          |
| ***Income Total                       | <u>\$5,000.00</u>   | <u>\$1,500.00</u> | <u>\$6,500.00</u>   |
| <b>Balance Sheet Accounts</b>         |                     |                   |                     |
| 6720-0000-0-0000-0000-978000-000-0000 | \$593,055.53        | \$1,500.00        | \$594,555.53        |
| ***Balance Sheet Account Total        | <u>\$593,055.53</u> | <u>\$1,500.00</u> | <u>\$594,555.53</u> |
| <b>Fund Totals</b>                    |                     |                   |                     |
| Total: Income                         | \$5,000.00          | \$1,500.00        | \$6,500.00          |
| Total: Expenses                       | \$0.00              | \$0.00            | \$0.00              |
| Total: Balance Sheet Accounts         | \$593,055.53        | \$1,500.00        | \$594,555.53        |