

Hanford Elementary School District

REGULAR BOARD MEETING AGENDA

Wednesday, September 22, 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
- Leaving a voice message by calling 559-585-3604 (voice message will be transcribed).

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

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

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

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

OPEN SESSION

5:30 P.M.

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

CLOSED SESSION

- **Personnel** *(Pursuant to Government Code 54956.9, trustees will adjourn to Closed Session to discuss the items listed below. The items to be discussed shall be announced in accordance with Government code Section 54945.5 and/or under Education Code Provisions)*

Public Employee Performance Evaluation - Superintendent (GC 549587)

OPEN SESSION

5:45 P.M.

Take action on closed session items

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

1. PRESENTATIONS, REPORTS AND COMMUNICATIONS

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

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

2. CONSENT ITEMS

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

- a) Accept warrant listings dated September 1, 2021; September 3, 2021 and September 10, 2021.
- b) Approve minutes of the Regular Board Meeting held on September 8, 2021.
- c) Approve interdistrict transfers as recommended.
- d) Approve donation of \$61.94 from Hamilton Parent Teacher Club to replenish student store at Hamilton School.

3. INFORMATION ITEMS

- a) Receive for information the monthly financial reports for the periods of 07/01/2021-08/30/21 (Endo)
- b) Receive for information the Notice of Completion for the Wilson Reroof Project (Potter)

4. BOARD POLICIES AND ADMINISTRATION

- a) Consider for adoption Resolution #8-22: Regarding Absent Board Member Compensation (Gabler)
- b) Consider for approval a parent volunteer, Melissa Lincicum, as the Hanford Elementary School District's representative to the SELPA Community Advisory Committee (McConnell)
- a) Consider for approval the Architectural Services Agreement with Mangini Associates, Inc. for the HVAC upgrade for the Kennedy Junior High School locker rooms (Potter)
- b) Consider for approval the Change Order 3 for Richmond Modernization Project (Potter)
- c) Consider for approval the Memorandum of Understanding between HESD and Hanford Joint Union High School District to share transportation services as needed (Potter)

5. PERSONNEL (Martinez)

- a) Employment
Classified
 - Allen Christian Altamirano, Special Circumstance Aide – 5.75 hrs., Richmond, effective 8/30/21
 - Jennifer Calderon Diaz, Special Circumstance Aide – 5.75 hrs., King, effective 9/8/21
 - Braden Howell, Educational Tutor – 4.5 hrs., Richmond, effective 9/1/21
 - Miranda Lopez, Licensed Vocational Nurse – 8.0 hrs., Richmond, effective 9/1/21

- Diana Romero, Special Circumstance Aide – 5.75 hrs., Simas, effective 9/10/21
- Sherrie Thompson-Pedro, Educational Tutor – 4.5 hrs., Roosevelt, effective 9/2/21

Classified Temps/Subs

- Ashley Borges-Brieno, Substitute READY Program Tutor, effective 9/1/21
- Carmela Bursiaga, Substitute Yard Supervisor, effective 8/31/21
- Jamil Coronel, Substitute Yard Supervisor, effective effective 8/31/21
- Julie Gonzales, Substitute READY Program Tutor, effective 8/31/21
- Daisy Vargas, Substitute Yard Supervisor, effective 9/2/21

Short Term Employees

- Yusra Almarush, Short-Term Yard Supervisor – 3.5 hrs., Simas, effective 9/6/21-12/17/21
- Vanessa Chavez, Short-Term Yard Supervisor – 3.25 hrs., Lincoln, effective 8/30/21-10/1/21
- Silvia Foreman, Short-Term Special Circumstance Aide – 5.75 hrs., Simas, effective 8/30/21-9/10/21
- Joseph Hernandez, Jr. High Drum Coach, Kennedy and Wilson, effective 8/23/21-6/3/22
- Emily Lerma, Short-Term Yard Supervisor – 2.5 hrs., Hamilton, effective 8/30/21-12/17/21
- Ayeisha Medina, Short-Term Yard Supervisor – 2.25 hrs., Richmond, effective 8/30/21-12/17/21
- Melanie Pimentel, Short-Term Yard Supervisor – 3.25 hrs., Simas, effective 8/30/21-12/17/21
- Jenny Rodriguez Cruz, Short-Term Yard Supervisor – 3.5 hrs., Simas, effective 9/6/21-12/17/21
- Leslie Santamaria, Short-Term Yard Supervisor – 2.5 hrs., Monroe, effective 8/30/21-12/17/21
- Yasmin Torres, Short-Term Yard Supervisor – 1.5 hrs., King, effective 8/30/21-10/1/21
- Sandra Virden, Short-Term Yard Supervisor – 3.5 hrs., Simas, effective 9/6/21-12/17/21

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

- Cristian Moreno, Boys 4-6th Flag Football, Monroe, effective 8/30/21-10/23/21
- Savino Perico, Boys 4-6th Flag Football, King, effective 8/30/21-10/23/21
- Michael Quinones, 4-6th Flag Football, Washington, effective 8/30/21-10/23/21
- Sherrie Thompson-Pedro, Girls 4-6th Softball, Hamilton, effective 8/30/21-10/23/21

Certificated

- Carmen Alvarez-Vargas, Social Worker – 8.0 hrs., JFK, effective 9/1/21
- Esther Igboerika, School Nurse, Special Services, effective 9/21/21

b) Resignations

- Roxana Gutierrez, Bilingual LVN – 8.0 hrs., Richmond, effective 9/9/21
- Takeya Washington, Teacher, MLK, effective 12/3/21

c) Approve Variable Term Waiver Request, EC 44253.3

- BCLAD Waiver for Esmerelda Jimenez Morales, 3rd Grade Dual Immersion Teacher, Jefferson Academy for 2021-22 School Year
- BCLAD Waiver for Miguel Acosta, 5th/6th Grade Dual Immersion Teacher, Jefferson Academy for 2021-22 School Year

6. FINANCIAL (Endo)

- a) Consider ratification of the Citizen's Oversight Committee Membership

ADJOURN MEETING

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 09/13/2021

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 09/22/2021

ITEM:

Consider approval of warrants.

PURPOSE:

The administration is requesting the approval of the warrants as listed on the registers dated: 09/01/21, 09/03/21 and 09/10/21.

FISCAL IMPACT:

See attached.

RECOMMENDATIONS:

Approve the warrants.

**Warrant Register For Warrants
Dated 09/01/2021**

Warrant Number	Vendor Number	Vendor Name	Amount
12667948	1558	VERIZON WIRELESS – Telephone Communications	\$642.03
Total Amount of All Warrants:			\$642 . 03

Warrant Register For Warrants

Dated 09/03/2021

Warrant Number	Vendor Number	Vendor Name	Amount
12668038	2073	ACCUCUT – Materials/Supplies	\$599.00
12668039	7094	ABEL AGUILAR – Reimburse-Other Services	\$85.00
12668040	6431	AMAZON.COM – Materials/Supplies	\$8,457.15
12668041	6253	AT&T – Telephone Communications	\$136.08
12668042	5119	ATHLETIC STUFF – Warehouse Inventory	\$662.27
12668043	91	AUTOMATED OFFICE SYSTEMS – Services/Repair	\$6,759.34
12668044	1690	BATTERY SYSTEMS – Materials/Supplies	\$135.24
12668045	7062	YADIRA CASTREJON GRANADOS – Reimburse-Materials/Supplies	\$631.00
12668046	1667	CDW GOVERNMENT INC. – Materials/Supplies	\$6,086.86
12668047	6964	CENTRAL VALLEY PRINT SOLUTIONS – Materials/Supplies	\$370.01
12668048	7099	CHARGEPOINT INC. – Materials/Supplies	\$768.75
12668049	3611	CONSCIOUS TEACHING LLC – Other Services	\$5,500.00
12668050	1670	CONTRACT PAPER GROUP INC – Warehouse Inventory	\$27,882.86
12668051	7763	SAMANTHA COONS – Reimburse-Other Services	\$35.00
12668052	5747	CRISIS PREVENTION INSTITUTE (CPI) – Travel/Conference	\$1,199.00
12668053	5905	KATELYN CRUSE – Reimburse-Materials/Supplies	\$209.17
12668054	4815	DIGITECH INTEGRATIONS INC – Services/Repair	\$3,550.00
12668055	7427	EDUCATION.COM – Other Services	\$600.00
12668056	6723	JENNIFER ELLIOTT – Reimburse-Materials/Supplies	\$293.43
12668057	7302	ALEXIS FARRAR – Reimburse-Materials/Supplies	\$292.89
12668058	7317	FORENSIC ANALYTICAL SERVICES INC. – Richmond Mod Project	\$1,637.50
12668059	1393	GAS COMPANY – Utilities	\$444.06
12668060	7528	GLOBAL INDUSTRIAL – Materials/Supplies	\$2,284.65
12668061	5644	GOTTSCHALK MUSIC CENTER – Materials/Supplies	\$6,035.76
12668062	7764	LUKE GRAMZA – Reimburse-Materials/Supplies	\$189.87
12668063	7592	HANFORD SENTINEL – Other Services	\$139.28
12668064	7646	CITY OF HANFORD – Services/Repair	\$3,214.71
12668065	2489	HEARTLAND SCHOOL SOLUTIONS – Other Services	\$468.00
12668066	4597	IVS COMPUTER TECHNOLOGY – Other Services	\$4,450.00
12668067	3962	KINGS COUNTY GLASS – Services/Repair	\$939.36
12668068	796	KINGS COUNTY OFFICE OF ED – Other Services	\$6,462.56
12668069	802	KINGS COUNTY PIPE & SUPPLY – Materials/Supplies	\$401.15
12668070	7767	MIRANDA LOPEZ – Reimburse-Other Services	\$35.00
12668071	4746	MONICA MALDONADO-HUBANKS – Reimburse-Materials/Supplies	\$26.81
12668072	7750	RACHEL MANES – Reimburse-Materials/Supplies	\$167.80
12668073	912	MANGINI ASSOCIATES INC. – Solar Shade Projects, Mod Projects	\$41,625.23
12668074	7766	NICHOLE MERCADO – Reimburse-Materials/Supplies	\$205.68
12668075	994	MOBILE MODULAR MGMT. CORP. – Services/Repair	\$73,863.17
12668076	6739	NEARPOD INC. – Other Services	\$23,205.00
12668077	977	ORAL MICHAM INC – Richmond Mod Project	\$549,557.19
12668078	977	ORAL MICHAM INC – Richmond Mod Project	\$2,591.41
12668079	2985	ELIZABETH SASSELLI – Reimburse-Materials/Supplies	\$227.12
12668080	3484	DIANA M. SILVA – Reimburse-Materials/Supplies	\$43.41
12668081	1801	SMART & FINAL STORES (HFD KIT) – Materials/Supplies	\$314.07
12668082	1404	STANISLAUS FOUNDATION – ADMIN – Health/Welfare Benefits	\$2,616.25
12668083	1403	STANISLAUS FOUNDATION – DENTAL – Health/Welfare Benefits	\$13,406.70
12668084	7673	STEPHEN L. HAHN INSPECTIONS – Richmond Mod Project	\$4,200.00
12668085	7092	SUNCREST BANK – Richmond Mod Project	\$28,924.06

**Warrant Register For Warrants
Dated 09/03/2021**

Warrant Number	Vendor Number	Vendor Name	Amount
12668086	7752	SUPPLY HAWK LLC – Materials/Supplies	\$3,552.00
12668087	1521	UNITED REFRIGERATION INC. – Materials/Supplies	\$5,341.33
12668088	2653	VALLEY OXYGEN – Materials/Supplies	\$94.10
12668089	3390	OSWALDO VASQUEZ – Reimburse-Other Services	\$14.95
12668090	1575	WALMART COMMUNITY RFCSLLC – Materials/Supplies	\$1,950.03
12668091	6943	WEST VALLEY SUPPLY – Materials/Supplies	\$840.13
12668092	7170	WEVIDEO INC. – Other Services	\$299.00
Total Amount of All Warrants:			\$844,020.39

Credit Card Register For Payments
Dated 09/03/2021

Document Number	Vendor Number	Vendor Name	Amount
14031622	3618	CURRICULUM ASSOCIATES INC. – Books	\$503.08
14031623	831	LAKESHORE LEARNING MATERIALS – Materials/Supplies	\$42.89
14031624	1802	MEDALLION SUPPLY – Materials/Supplies	\$197.06
14031625	1071	ORIENTAL TRADING CO. INC. – Materials/Supplies	\$761.02
14031626	2524	ROCHESTER 100 INC. – Materials/Supplies	\$300.00
14031627	1313	SCHOLASTIC TEACHERS STORE – Books	\$202.15
14031628	5294	WEST MUSIC COMPANY – Materials/Supplies	\$9.75

Total Amount of All Credit Card Payments:**\$2,015.95**

Warrant Register For Warrants Dated 09/10/2021

Warrant Number	Vendor Number	Vendor Name	Amount
12668471	14	ACSA – Membership Dues	\$1,779.40
12668472	7768	LARA ALLEN – Reimburse-Mileage	\$80.86
12668473	4566	ALLIED STORAGE CONTAINERS – Richmond Mod Project	\$273.49
12668474	73	APPLE INC. – Materials/Supplies	\$3,189.83
12668475	59	ARAMARK UNIFORM & CAREER – Other Services	\$242.97
12668476	7399	BIMBO BAKERIES USA – Food Services-Food	\$728.00
12668477	5806	JASON BRASIL – Reimburse-Materials/Supplies	\$472.92
12668478	1667	CDW GOVERNMENT INC. – Materials/Supplies	\$8,043.75
12668479	6964	CENTRAL VALLEY PRINT SOLUTIONS – Materials/Supplies	\$6,066.00
12668480	1833	COALITION FOR ADEQUATE HOUSING – Travel/Conference	\$127.00
12668481	6625	COSCO FIRE PROTECTION – Services/Repair	\$1,373.35
12668482	6545	CANDACE CREWSE – Reimburse-Materials/Supplies	\$21.42
12668483	3973	DANIELLE DARPLI – Reimburse-Mileage	\$37.80
12668484	405	DASSEL'S PETROLEUM INC. – Materials/Supplies	\$744.74
12668485	414	DELL COMPUTER CORPORATION – Materials/Supplies	\$71,337.69
12668486	5786	DOCUMENT TRACKING SERVICES – Other Services	\$4,967.64
12668487	7769	ASHLEY FAMBROUGH – Reimburse-Mileage	\$267.90
12668488	3682	FASTENAL – Materials/Supplies	\$295.85
12668489	3066	FLAG HOUSE – Materials/Supplies	\$1,582.88
12668490	7776	DAVID FLORENDO – Reimburse-Other Services, Materials/Supplies	\$68.73
12668491	556	JOY GABLER – Reimburse-Materials/Supplies	\$134.05
12668492	6481	TAMRA GARCIA – Reimburse-Other Services	\$13.46
12668493	5314	THE GARLAND COMPANY INC – District Kitchen Roofing Project	\$45,289.86
12668494	1393	GAS COMPANY – Utilities	\$1,026.83
12668495	7528	GLOBAL INDUSTRIAL – Materials/Supplies	\$473.92
12668496	591	GOLD STAR FOODS – Food Services-Food	\$9,824.80
12668497	2544	EVA GONZALEZ – Reimburse-Materials/Supplies	\$400.00
12668498	5644	GOTTSCALK MUSIC CENTER – Materials/Supplies	\$8,813.00
12668499	4300	LESLIE GRIFFITH – Reimburse-Mileage	\$29.51
12668500	620	GRISWOLD LASALLE COBB DOWD – Other Services	\$332.50
12668501	3656	HANFORD AUTO & TRUCK PARTS – Materials/Supplies	\$340.53
12668502	632	CITY OF HANFORD – Utilities	\$37,605.83
12668503	3512	BETHANY HANKE – Reimburse-Materials/Supplies	\$353.80
12668504	687	HIGH NOON BOOKS – Reimburse-Materials/Supplies	\$281.96
12668505	2188	THE HOME DEPOT PRO – Materials/Supplies	\$41.19
12668506	2188	THE HOME DEPOT PRO – Materials/Supplies	\$744.01
12668507	6573	IXL LEARNING – Other Services	\$3,979.00
12668508	7770	CRYSTAL JEFF – Reimburse-Mileage	\$64.74
12668509	7771	ESMERALDA JIMENEZ MORALES – Reimburse-Materials/Supplies	\$214.72
12668510	759	DARYL L. JOHNSON – Reimburse-Materials/Supplies	\$43.98
12668511	7457	KG COMMUNICATIONS INC. – Other Services	\$1,174.45
12668512	3760	KINGS COUNTY AIR – Equipment Replacement	\$44,250.00
12668513	796	KINGS COUNTY OFFICE OF ED – Other Services	\$75.06
12668514	6986	MORGAN LAMBERT – Reimburse-Other Services	\$29.90
12668515	986	LAWNMOWER MAN – Materials/Supplies, Services/Repair	\$104.65
12668516	2033	ROSEMARY LERMA – Reimburse-Materials/Supplies	\$260.27
12668517	7521	LITERACY RESOURCES LLC – Other Services, Books	\$1,420.57
12668518	6581	JENNIFER LOCHER – Reimburse-Materials/Supplies	\$67.12

Warrant Register For Warrants

Dated 09/10/2021

Warrant Number	Vendor Number	Vendor Name	Amount
12668519	7260	LOWE'S PRO SERVICES – Materials/Supplies	\$2,389.96
12668520	982	MILLER'S RENTALAND INC. – Services/Repair	\$430.00
12668521	994	MOBILE MODULAR MGMT. CORP. – Services/Repair	\$80,784.00
12668522	2909	MARCELA NICOLE NASH – Reimburse-Mileage	\$38.53
12668523	6737	JULIE O'DANIEL – Reimburse-Materials/Supplies	\$328.66
12668524	7431	JONATHAN OLIVEIRA – Reimburse-Other Services	\$14.95
12668525	1074	OUTDOOR CREATIONS INC. – Materials/Supplies	\$16,103.59
12668526	5111	P & R PAPER SUPPLY COMPANY INC – Materials/Supplies	\$4,712.04
12668527	5934	PEARSON - CLINICAL ASSESSMENT – Other Services	\$1,100.00
12668528	7772	MARLENN PEREZ – Reimburse-Mileage	\$40.32
12668529	1168	PRODUCERS DAIRY PRODUCTS – Food Services-Food	\$5,316.43
12668530	5850	SAMANTHA PURSELL – Reimburse-Other Services	\$14.95
12668531	1327	SCHOOL SPECIALTY LLC – Warehouse Inventory	\$41.18
12668532	3131	SHERWIN-WILLIAMS CO – Materials/Supplies	\$431.44
12668533	6061	DANA SILVA – Reimburse-Other Services	\$13.46
12668534	1356	SILVAS OIL COMPANY INC. – Materials/Supplies	\$2,068.05
12668535	6368	SINCLAIR RESEARCH GROUP – Other Services	\$5,999.66
12668536	1801	SMART & FINAL STORES (HFD KIT) – Food Services-Food	\$42.25
12668537	7773	WAQUENA SMITH – Reimburse-Mileage	\$421.34
12668538	2006	JOHN SNYDER – Reimburse-Materials/Supplies	\$150.49
12668539	7774	RAMONA SOLORIO – Reimburse-Mileage	\$51.07
12668540	3800	SONITROL OF FRESNO – Other Services	\$7,596.00
12668541	1403	STANISLAUS FOUNDATION – DENTAL – Health/Welfare Benefits	\$11,556.38
12668542	3694	JEROD STRONG – Reimburse-Materials/Supplies	\$393.67
12668543	7775	ABELINA SUMAYA – Reimburse-Mileage	\$21.95
12668544	1444	SYSCO FOODSERVICES OF MODESTO – Food Services-Food	\$11,992.06
12668545	5774	TEACHER SYNERGY LLC - eBooks	\$82.99
12668546	1466	TERMINIX INTERNATIONAL – Services	\$386.00
12668547	7286	TIFCO INDUSTRIES INC. – Materials/Supplies	\$88.80
12668548	7149	VALLEY ELEVATOR INC – Other Services	\$780.00
12668549	1554	SONIA VELO – Reimburse-Mileage	\$41.55
12668550	7170	WEVIDEO INC. – Other Services	\$551.00

Total Amount of All Warrants:
\$413,074.70

**Credit Card Register For Payments
Dated 09/10/2021**

Document Number	Vendor Number	Vendor Name	Amount
14031675	176	BSN SPORTS – Materials/Supplies	\$775.62
14031676	827	LA TAPATIA TORTILLERIA INC. – Food Services-Food	\$891.10
14031677	831	LAKESHORE LEARNING MATERIALS – Materials/Supplies	\$350.07
14031678	1214	REALLY GOOD STUFF – Materials/Supplies	\$868.40
14031679	2524	ROCHESTER 100 INC. – Materials/Supplies	\$135.00
14031680	1753	SMILEMAKERS – Materials/Supplies	\$164.92
Total Amount of All Credit Card Payments:			\$3,185.11

Hanford Elementary School District
Minutes of the Regular Board Meeting
September 8, 2021

Minutes of the Regular Board Meeting of the Hanford Elementary School District Board of Trustees on September 8, 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

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

- Student Discipline pursuant to Education Code section 48918

Open Session Trustees returned to open session at 5:57 p.m.

Case #22-01 Trustee Revious moved to accept the Findings of Facts and expel Case #22-01 for the remainder of the 2021-22 school year for violation of Education Code 48900 and/or 48915 as determined by the Administrative Panel at hearings held on September 7, 2021. Trustee Strickland seconded; motion carried 5-0:

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

PRESENTATION, REPORTS AND COMMUNICATIONS

Public Comments President Garcia stated, "This is a public meeting of the Hanford Elementary School District Governance Team. Our goal is to effectively and efficiently take care of the business of the district during this meeting.

- We kindly ask that all members of the public sign-in.
- The Public Comment portion of the meeting is for listening to the input and remarks of the Public.
- Public Comment is not a question-and-answer time. We are here to listen to the comments of the Public.
- For individuals wishing to make a Public Comment, please begin by:
 - Stating your first and last name and
 - If you have children that attend HESD – what school or schools
- 3-minutes will be allotted for each Public Comment.
- A timer will be set to keep comments within the allotted time.

- The timer will buzz at the end of 3 minutes and we respectfully ask the speaker to close their remarks at the sound of the timer.
- 20 minutes in total will be allotted for Public Comments.

Board and Staff None
Comments

Requests to None
Address the
Board

Dates to President Garcia reviewed dates to remember: Football & Softball Game –
Remember September 9th; Football & Softball Game – September 16th; Regular Board Meeting – September 22nd; Football & Softball Game – September 23rd.

PUBLIC HEARING

Public Hearing: At 6:00 p.m. President Garcia opened the Public Hearing: Instructional Materials
Instructional Funding Realignment Program.
Materials

Jill Rubalcava, Assistant Superintendent of Curriculum, stated the District holds this public hearing to determine if each pupil in the District has sufficient instructional material. Jill attested the District has sufficient instructional materials for each student.

President Garcia called for questions from the public, and there being none the Public Hearing was closed at 6:01 p.m.

CONSENT ITEMS

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

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

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

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

The items approved are as follows:

- Warrant listings dated August 20, 2021 and August 27, 2021.

- b) Minutes of the Regular Board Meeting held on August 25, 2021.
- c) Interdistrict transfers as recommended.
- d) Donation of 384 backpacks from Hanford Costco Warehouse for MLK students.

Trustee Garner thanked Costco for donation.

INFORMATION ITEMS

Monthly Financial Report 7/7/21- 7/31/21

- a) Joy Gabler, Superintendent, presented for information the monthly financial report for the periods of 07/01/21 – 07/31/21.

Executive Summary – Wellness Policy

- b) Karen McConnell, Assistant Superintendent of Special Services, presented for information an Executive Summary of the Wellness Policy. Karen stated the Wellness Policy continued last school year with modification. Due to the closure some focus areas were placed on hold but other were able to continue. Areas on hold: Sharing Table, 20-mintunes for lunch, menu tasting and Cal Fresh Nutrition Partnership and Education Program.

BOARD POLICIES AND ADMINISTRATION

Resolution #6- 11

- a) Trustee Strickland made a motion to adopt Resolution #6-22 pertaining to the sufficiency of instructional material. Trustee Revious seconded; motion carried 5-0:
 - Garcia – Yes
 - Garner – Yes
 - Hernandez – Yes
 - Revious – Yes
 - Strickland – Yes

Kings County Sports Officials Contract

- b) Trustee Revious made a motion to approve the consultant contract with Kings County Sports Officials for grades 4-6 & 7-8 for the afterschool sports program during 2021-22 school year. Trustee Hernandez seconded; motion carried 5-0:
 - Garcia – Yes
 - Garner – Yes
 - Hernandez – Yes
 - Revious – Yes
 - Strickland – Yes

Sports Officiating Services Contract

- c) Trustee Garner made a motion to approve the consultant contract with Sports Officiating Services for 2021-22 school year at John F. Kennedy Junior High and Woodrow Wilson Junior High. Trustee Revious seconded; motion carried 5-0:
 - Garcia – Yes
 - Garner – Yes
 - Hernandez – Yes
 - Revious – Yes
 - Strickland – Yes

PERSONNEL

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

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

Board Room computer restarted and kick us out at 6:10 p.m. We were able to reconnect at 6:16 p.m.

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

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

Item "a" – Employment

The following items were approved:
Classified

- Sonja Bursiaga, READY Program Tutor – 4.5 hrs., Roosevelt, effective 8/16/21
- Carrie Canada, Food Service Worker I – 3.25 hrs., Lincoln, effective 8/9/21
- Samantha Coons, Educational Tutor – 4.5 hrs., Kings, effective 8/30/21
- Dulse Fox, READY Program Tutor – 4.5 hrs., Jefferson, effective 8/16/21
- Karla Magana, Educational Tutor -4.5 hrs., Simas, effective 8/23/21
- Sydra Montes, READY Program Tutor - 4.5 hrs., Lincoln, effective 8/18/21
- Audrey Navarro, Yard Supervisor – 2.75 hrs., Monroe, effective 8/16/21

Temporary Employees/Substitutes

- Anthony Acevedo, Substitute Yard Supervisor, effective 8/10/21
- Ezequiel Arroyo, Substitute Custodian I, effective 8/25/21
- Kevin Chesser, Substitute Yard Supervisor, effective 8/19/21
- Madison Furtado, Substitute READY Program Tutor, effective 8/16/21
- Rosemarie Rodriguez, Substitute Yard Supervisor, effective 8/10/21
- Gina Rosaroso, Substitute Yard Supervisor, effective 8/10/21
- Trevor Rose, Substitute Custodian I, effective 8/25/21

Short Term Employees

- Anthony Diaz, Short-Term Custodian I – 7.0 hrs., Rover, effective 8/10/21-12/17/21
- Jose Rosas, Short-Term Custodian I – 7.0 hrs., Rover, effective 8/10/21-12/17/21

Item "b" – Resignations

- Carrie Canada, Yard Supervisor – 3.5 hrs., Roosevelt, effective 6/4/21

FINANCIAL

Unaudited Actuals

Financial Report

David Endo, Chief Business Official, presented a PowerPoint on the 2020-2021 Unaudited Actuals Report. He shared a quick breakdown of the major components of the budget. It showed Unrestricted General Fund's ending balance is over \$16.6 million, enrollment shrunk by 238, only 21 residential permits for new homes in the district, federal dollars were used to purchase 5 electric buses and 5 electric cars, and student laptops and teacher laptops also purchased. David then reviewed the general fund budget comparison from last year. It showed the largest change of \$7,685,382 from when the budget was initially proposed. The District doesn't get the money until it spends the money. Trustee Strickland asked if this changes the revenue. David answered yes it takes the surplus down by \$7,685,382. Another change is the \$1,762,000 of Title I funds we also didn't spend. We were hit with a surge of COVID-19 funds and we couldn't hire and spend the funds. A lot of positions were not filled last year because we were only in school half the year and there weren't enough qualified people to fill them. David then added the Unrestricted fund is very healthy. David reviewed HESD's other funds and stated the biggest concern is the bond funds that are projected to end next calendar year. Lastly, he reviewed what to look forward to stating we will get funded next school year based on this year's average daily attendance. Since we are down in enrollment numbers it is not looking good. He estimates a reduction of 388 that translates into 400 ADA based on previous enrollment rates and that equals to \$4,200,000 reduction in LCFF. COVID funds will help slow the bleeding and we hope enrollment numbers increase next year. Trustee Strickland asked if he is saying we can last for 2 years. David answered it all depends on class size moving forward. Due to COVID, class sizes have been kept down. We have 20 teachers funded out of federal dollars. If enrollment doesn't improve, we won't be able to keep the staffing we have.

- a) Trustee Garner made a motion to approve the unaudited actuals financial report. Trustee Revious seconded; motion carried 5-0:

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

Resolution #7- 22

- b) Trustee Strickland made a motion to adopt Resolution #7-22: 2020-2021 Final Budget Revisions. Trustee Revious seconded; motion carried 5-0:

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

Exemptions for Teacher's Salaries

- c) Trustee Strickland made a motion to approve the request for exemption from the required expenditures for classroom teacher's salaries. Trustee Garner seconded; motion carried 5-0:

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

Resolution #4-22 d) Trustee Garner made a motion to adopt Resolution #4-22: Gann Limit Resolution. Trustee Hernandez 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 6:30 p.m.

Respectfully submitted,

Joy C. Gabler,
 Secretary to the Board of Trustees

Approved:

 Robert Garcia, President

 Lupe Hernandez, Clerk

INTER IN/OUT DISTRICT TRANSFER REQUESTS

24

No	A/D	Sch Req'd	Home Sch	Date
I-198	A	Jefferson	Armona	9/13/2021
I-199	A	Lincoln	Kit Carson	9/13/2021
I-200	A	Jefferson	Lakeside	9/13/2021

No	A/D	Sch Req'd	Home Sch	Date
O-144	A	Kit Carson	Hamilton	9/13/2021
O-145	A	Not listed	Kennedy	9/13/2021

HANFORD ELEMENTARY SCHOOL DISTRICTAGENDA REQUEST FORM

TO: Joy Gabler

FROM: Jennifer Pitkin

DATE: September 10, 2021

For: ☒ Board Meeting
☐ Superintendent's Cabinet

For: ☐ Information
☒ Action

Date you wish to have your item considered: September 22, 2021

ITEM: Donation of \$61.94-from Alexander Hamilton Hornets Parent Teacher Club for Oriental Trading order to replenish student store.

PURPOSE: Accept donation of \$61.94 from Alexander Hamilton Hornets Parent Teacher Club. Please credit to:
Account #: 0100-0000-0-1110-1000-430001-029-0000

FISCAL IMPACT (if any): \$61.94

RECOMMENDATION (if any): Action.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 09/13/2021

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☒ Information
☐ Action

Date you wish to have your item considered: 09/22/2021

ITEM:

Receive for information monthly financial reports for the period of 07/01/2021-08/30/2021.

PURPOSE:

Attached are financial summaries for all of the District's funds for the period of 07/01/2021-08/30/2021.

FISCAL IMPACT:

The financial reports are informational only.

RECOMMENDATIONS:

Receive the monthly financial reports.

13 Hanford Elementary School District
Fiscal Year: 2022
Requested by dendo

Fiscal Position Report

August 2021

Page 1 of 12

9/8/2021 4:04:48PM

Fund: 0100 General Fund

		August Amount	YTD Amount	Revised Budget	% of Budget	% Remain
BEGINNING BALANCE						
Net Beginning Balance	9791-9795		\$0.00	\$23,505,279.62		
REVENUES						
1) LCFF Sources	8010-8099	\$5,309,518.02	\$5,309,518.02	\$66,270,770.00	8.01	91.95
2) Federal Revenues	8100-8299	\$629,183.42	\$629,183.42	\$8,234,232.30	7.64	92.36
3) Other State Revenues	8300-8599	\$948,225.47	\$948,225.47	\$8,524,360.47	11.12	88.88
4) Other Local Revenues	8600-8799	\$237,050.59	\$241,422.77	\$2,823,676.00	8.55	91.45
5) Total, Revenues		\$7,123,977.50	\$7,128,349.68	\$85,853,038.77	8.30	91.70
EXPENDITURES						
1) Certificated Salaries	1000-1999	\$3,069,995.75	\$3,540,269.75	\$36,768,417.00	9.63	90.37
2) Classified Salaries	2000-2999	\$1,137,093.51	\$1,924,956.31	\$14,601,218.00	13.18	86.82
3) Employee Benefits	3000-3999	\$1,104,071.10	\$1,540,987.79	\$23,290,587.00	6.62	93.38
4) Books and Supplies	4000-4999	\$263,815.25	\$401,936.38	\$4,969,842.50	8.09	91.91
5) Services, Oth Oper Exp	5000-5999	\$688,068.07	\$1,541,326.62	\$5,951,845.00	25.90	74.10
6) Capital Outlay	6000-6999	\$528,275.73	\$630,811.41	\$4,237,945.57	14.88	85.12
7) Other Outgo(excl. 7300`s)	7100-7499	\$370,394.33	\$370,394.33	\$1,660,258.00	22.31	77.65
8) Direct/Indirect Support	7300-7399	\$0.00	\$0.00	(\$65,000.00)	0.00	100.00
9) Total Expenditures		\$7,161,713.74	\$9,950,682.59	\$91,415,113.07	10.89	89.11
OTHER FINANCING SOURCES/USES						
1) Transfers						
B) Transfers Out	7610-7629	\$100,000.00	\$100,000.00	\$285,000.00	35.09	64.91
2) Other Sources/Uses						
A) Sources	8930-8979	(\$370,972.65)	(\$370,972.65)	\$1,238,824.50	(29.95)	129.95
3) Contributions	8980-8999	\$0.00	\$0.00	\$0.00	0.00	100.00
4) Total, Other Financing Sources/Uses		(\$470,972.65)	(\$470,972.65)	\$953,824.50	(17.78)	117.78
NET INCREASE (DECREASE) IN FUND BALANCE		(\$137,736.24)	(\$3,293,305.56)	(\$4,608,249.80)		
ENDING FUND BALANCE			(\$3,293,305.56)	\$18,897,029.82		

13 Hanford Elementary School District
 Fiscal Year: 2022
 Requested by dendo

Fiscal Position Report

August 2021

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Fund: 0800 Student Activity Special Revenue Fund

		August Amount	YTD Amount	Revised Budget	% of Budget	% Remain
BEGINNING BALANCE						
Net Beginning Balance	9791-9795		\$0.00	\$0.00		
REVENUES						
4) Other Local Revenues	8600-8799	\$0.00	\$0.00	\$0.00	0.00	100.00
5) Total, Revenues		\$0.00	\$0.00	\$0.00	0.00	100.00
EXPENDITURES						
4) Books and Supplies	4000-4999	\$0.00	\$0.00	\$0.00	0.00	100.00
5) Services, Oth Oper Exp	5000-5999	\$0.00	\$0.00	\$0.00	0.00	100.00
9) Total Expenditures		\$0.00	\$0.00	\$0.00	0.00	100.00
NET INCREASE (DECREASE) IN FUND BALANCE		\$0.00	\$0.00	\$0.00		
ENDING FUND BALANCE			\$0.00	\$0.00		

13 Hanford Elementary School District
Fiscal Year: 2022
Requested by dendo

Fiscal Position Report

August 2021

Fund: 0900 Charter Schools Fund

		August Amount	YTD Amount	Revised Budget	% of Budget	% Remain
BEGINNING BALANCE						
Net Beginning Balance	9791-9795		\$0.00	\$0.00		
NET INCREASE (DECREASE) IN FUND BALANCE						
		<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>		
ENDING FUND BALANCE						
			<u>\$0.00</u>	<u>\$0.00</u>		

13 Hanford Elementary School District
 Fiscal Year: 2022
 Requested by dendo

Fiscal Position Report

August 2021

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9/8/2021 4:04:48PM

Fund: 1300 Cafeteria Fund

		August Amount	YTD Amount	Revised Budget	% of Budget	% Remain
BEGINNING BALANCE						
Net Beginning Balance	9791-9795		\$0.00	\$1,480,846.60		
REVENUES						
2) Federal Revenues	8100-8299	\$0.00	\$0.00	\$3,482,469.00	0.00	100.00
3) Other State Revenues	8300-8599	\$0.00	\$0.00	\$241,706.00	0.00	100.00
4) Other Local Revenues	8600-8799	\$0.00	\$0.00	\$112,176.00	0.00	100.00
5) Total, Revenues		\$0.00	\$0.00	\$3,836,351.00	0.00	100.00
EXPENDITURES						
2) Classified Salaries	2000-2999	\$113,813.07	\$141,868.79	\$1,238,268.00	11.46	88.54
3) Employee Benefits	3000-3999	\$30,091.09	\$42,560.96	\$521,008.00	8.17	91.83
4) Books and Supplies	4000-4999	\$86,995.57	\$98,686.54	\$1,918,591.00	5.14	94.86
5) Services, Oth Oper Exp	5000-5999	\$3,049.43	\$3,078.31	(\$18,987.00)	(16.21)	116.21
8) Direct/Indirect Support	7300-7399	\$0.00	\$0.00	\$65,000.00	0.00	100.00
9) Total Expenditures		\$233,949.16	\$286,194.60	\$3,723,880.00	7.69	92.31
NET INCREASE (DECREASE) IN FUND BALANCE		(\$233,949.16)	(\$286,194.60)	\$112,471.00		
ENDING FUND BALANCE			(\$286,194.60)	\$1,593,317.60		

13 Hanford Elementary School District
 Fiscal Year: 2022
 Requested by dendo

Fiscal Position Report

August 2021

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Fund: 1400 Deferred Maintenance Fund

		August Amount	YTD Amount	Revised Budget	% of Budget	% Remain
BEGINNING BALANCE						
Net Beginning Balance	9791-9795		\$0.00	\$102,091.43		
REVENUES						
1) LCFF Sources	8010-8099	\$300,000.00	\$300,000.00	\$300,000.00	100.00	0.00
4) Other Local Revenues	8600-8799	\$0.00	\$0.00	\$3,000.00	0.00	100.00
5) Total, Revenues		\$300,000.00	\$300,000.00	\$303,000.00	99.01	0.95
EXPENDITURES						
6) Capital Outlay	6000-6999	\$55.00	\$55.00	\$303,000.00	0.02	99.98
9) Total Expenditures		\$55.00	\$55.00	\$303,000.00	0.02	99.98
NET INCREASE (DECREASE) IN FUND BALANCE		\$299,945.00	\$299,945.00	\$0.00		
ENDING FUND BALANCE			\$299,945.00	\$102,091.43		

13 Hanford Elementary School District
 Fiscal Year: 2022
 Requested by dendo

Fiscal Position Report

August 2021

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Fund: 1500 Pupil Transportation Equip

		August Amount	YTD Amount	Revised Budget	% of Budget	% Remain
BEGINNING BALANCE						
Net Beginning Balance	9791-9795		\$0.00	\$193,479.16		
REVENUES						
4) Other Local Revenues	8600-8799	\$0.00	\$0.00	\$2,000.00	0.00	100.00
5) Total, Revenues		\$0.00	\$0.00	\$2,000.00	0.00	100.00
OTHER FINANCING SOURCES/USES						
1) Transfers						
A) Transfers In	8910-8929	\$100,000.00	\$100,000.00	\$100,000.00	100.00	0.00
4) Total, Other Financing Sources/Uses		\$100,000.00	\$100,000.00	\$100,000.00	100.00	0.00
NET INCREASE (DECREASE) IN FUND BALANCE		\$100,000.00	\$100,000.00	\$102,000.00		
ENDING FUND BALANCE			\$100,000.00	\$295,479.16		

13 Hanford Elementary School District
 Fiscal Year: 2022
 Requested by dendo

Fiscal Position Report

August 2021

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Fund: 2000 SPECIAL RESERVE FUND FOR OTHER POSTE

		August Amount	YTD Amount	Revised Budget	% of Budget	% Remain
BEGINNING BALANCE						
Net Beginning Balance	9791-9795		\$0.00	\$7,539,260.75		
REVENUES						
4) Other Local Revenues	8600-8799	\$0.00	\$0.00	\$110,000.00	0.00	100.00
5) Total, Revenues		\$0.00	\$0.00	\$110,000.00	0.00	100.00
OTHER FINANCING SOURCES/USES						
1) Transfers						
A) Transfers In	8910-8929	\$0.00	\$0.00	\$185,000.00	0.00	100.00
4) Total, Other Financing Sources/Uses		\$0.00	\$0.00	\$185,000.00	0.00	100.00
NET INCREASE (DECREASE) IN FUND BALANCE		\$0.00	\$0.00	\$295,000.00		
ENDING FUND BALANCE			\$0.00	\$7,834,260.75		

13 Hanford Elementary School District
 Fiscal Year: 2022
 Requested by dendo

Fiscal Position Report

August 2021

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Fund: 2120 Building Funds - Local 2

		August Amount	YTD Amount	Revised Budget	% of Budget	% Remain
BEGINNING BALANCE						
Net Beginning Balance	9791-9795		\$0.00	\$6,535,184.71		
REVENUES						
4) Other Local Revenues	8600-8799	\$0.00	\$0.00	\$40,000.00	0.00	100.00
5) Total, Revenues		\$0.00	\$0.00	\$40,000.00	0.00	100.00
EXPENDITURES						
6) Capital Outlay	6000-6999	\$0.00	\$0.00	\$0.00	0.00	100.00
9) Total Expenditures		\$0.00	\$0.00	\$0.00	0.00	100.00
OTHER FINANCING SOURCES/USES						
1) Transfers						
B) Transfers Out	7610-7629	\$1,500,000.00	\$1,500,000.00	\$4,270,000.00	35.13	64.87
4) Total, Other Financing Sources/Uses		(\$1,500,000.00)	(\$1,500,000.00)	(\$4,270,000.00)	35.13	64.87
NET INCREASE (DECREASE) IN FUND BALANCE		(\$1,500,000.00)	(\$1,500,000.00)	(\$4,230,000.00)		
ENDING FUND BALANCE			(\$1,500,000.00)	\$2,305,184.71		

13 Hanford Elementary School District
 Fiscal Year: 2022
 Requested by dendo

Fiscal Position Report

August 2021

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9/8/2021 4:04:48PM

Fund: 2500 CapitalFacilities Fund

		August Amount	YTD Amount	Revised Budget	% of Budget	% Remain
BEGINNING BALANCE						
Net Beginning Balance	9791-9795		\$0.00	\$475,776.44		
REVENUES						
4) Other Local Revenues	8600-8799	\$0.00	\$0.00	\$169,000.00	0.00	100.00
5) Total, Revenues		\$0.00	\$0.00	\$169,000.00	0.00	100.00
EXPENDITURES						
5) Services, Oth Oper Exp	5000-5999	\$0.00	\$0.00	\$165,000.00	0.00	100.00
9) Total Expenditures		\$0.00	\$0.00	\$165,000.00	0.00	100.00
NET INCREASE (DECREASE) IN FUND BALANCE		\$0.00	\$0.00	\$4,000.00		
ENDING FUND BALANCE			\$0.00	\$479,776.44		

13 Hanford Elementary School District
 Fiscal Year: 2022
 Requested by dendo

Fiscal Position Report

August 2021

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Fund: 3500 SCHOOL FACILITY PROGRAM

		August Amount	YTD Amount	Revised Budget	% of Budget	% Remain
BEGINNING BALANCE						
Net Beginning Balance	9791-9795		\$0.00	\$0.00		
EXPENDITURES						
6) Capital Outlay	6000-6999	\$843,849.38	\$844,120.19	\$4,270,000.00	19.77	80.23
9) Total Expenditures		\$843,849.38	\$844,120.19	\$4,270,000.00	19.77	80.23
OTHER FINANCING SOURCES/USES						
1) Transfers						
A) Transfers In	8910-8929	\$1,500,000.00	\$1,500,000.00	\$4,270,000.00	35.13	64.87
4) Total, Other Financing Sources/Uses		\$1,500,000.00	\$1,500,000.00	\$4,270,000.00	35.13	64.87
NET INCREASE (DECREASE) IN FUND BALANCE		\$656,150.62	\$655,879.81	\$0.00		
ENDING FUND BALANCE			\$655,879.81	\$0.00		

13 Hanford Elementary School District
 Fiscal Year: 2022
 Requested by dendo

Fiscal Position Report

August 2021

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9/8/2021 4:04:48PM

Fund: 4000 Special Reserve - Capital Outlay

		August Amount	YTD Amount	Revised Budget	% of Budget	% Remain
BEGINNING BALANCE						
Net Beginning Balance	9791-9795		\$0.00	\$2,141,644.91		
REVENUES						
4) Other Local Revenues	8600-8799	\$0.00	\$0.00	\$21,000.00	0.00	100.00
5) Total, Revenues		\$0.00	\$0.00	\$21,000.00	0.00	100.00
NET INCREASE (DECREASE) IN FUND BALANCE		\$0.00	\$0.00	\$21,000.00		
ENDING FUND BALANCE			\$0.00	\$2,162,644.91		

13 Hanford Elementary School District
 Fiscal Year: 2022
 Requested by dendo

Fiscal Position Report

August 2021

Page 12 of 12

9/8/2021 4:04:48PM

Fund: 6720 Self-Insurance/Other

		August Amount	YTD Amount	Revised Budget	% of Budget	% Remain
BEGINNING BALANCE						
Net Beginning Balance	9791-9795		\$0.00	\$594,555.53		
REVENUES						
4) Other Local Revenues	8600-8799	\$15,486.19	\$31,241.87	\$753,000.00	4.15	95.85
5) Total, Revenues		\$15,486.19	\$31,241.87	\$753,000.00	4.15	95.85
EXPENDITURES						
5) Services, Oth Oper Exp	5000-5999	\$52,847.78	\$114,439.51	\$749,000.00	15.28	84.72
9) Total Expenditures		\$52,847.78	\$114,439.51	\$749,000.00	15.28	84.72
NET INCREASE (DECREASE) IN FUND BALANCE		(\$37,361.59)	(\$83,197.64)	\$4,000.00		
ENDING FUND BALANCE			(\$83,197.64)	\$598,555.53		

HANFORD ELEMENTARY SCHOOL DISTRICT

Agenda Request Form

TO: Joy C. Gabler

FROM: Bill Potter

DATE: September 13, 2021

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☒ Information
☐ Action

Date you wish to have your item considered: September 22, 2021

ITEM:

Receive for information the Notice of Completion for the Wilson Re-Roof Project.

PURPOSE:

The Notice of Completion will be filed with the Kings County Recorder's Office.

FISCAL IMPACT:

The Notice of Completion was recorded and will be posted for 35 days allowing vendors and subcontractors to present claims for unpaid work prior to release of the 5% retainage to the General Contractor.

RECOMMENDATION:

None.

RECORDING REQUESTED BY

MANGINI ASSOCIATES INC.

AND WHEN RECORDED MAIL TO

Hanford Elementary School District
P. O. Box 1067
Hanford, CA 93232-1067

NO RECORDING FEE PER GOVERNMENT CODE 6103

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 010-171-001-0000

Notice of Completion and Acceptance of Public Works Project

(Pursuant to Civil Code Sections 8102 and 9204)

NOTICE is hereby given by Hanford Elementary School District, that a certain project for public work located at Hanford, in Kings County, State of California, the street address of which is Woodrow Wilson Jr. High School, 601 W. Florida, Hanford, CA 93230. (The Southwest Quarter of the Northwest Quarter of the Southwest Quarter of section Twenty Five (25), Township eighteen (18), South, Range Twenty One (21), East, Mounty Diablo Base and Meridian, consisting of Ten (10) acres more or less),

and described as follows: re-roofing

the contract for the construction of which was let to Nations Roof West,

was actually completed on the 6th day of August, 20 21, and was accepted by Hanford Elementary School District on the 6th day of August, 20 21.

The name and address of the owner of the property referred to above is: Hanford Elementary School District, P. O. Box 1067, Hanford, CA 93232-1067, and the nature of the interest of the owner in that property is in fee simple.

The above project for public works improvements and structures, and the property on which the improvements and structures are situated, referred to, are in the City of Hanford, County of Kings, State of California.

William Potter, Director of Facilities

VERIFICATION

I, the undersigned, declare that I am the Director of Facilities, of Hanford Elementary School District, and that I have read the foregoing notice and know its contents, and that the same is true to the best of my knowledge and belief.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at Hanford, California, this 15th day of August, 20 21.

Hanford Elementary School District

By: _____

William Potter, Director of Facilities

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Board of Trustees

FROM: Joy C. Gabler

DATE: September 9, 2021

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: September 22, 2021

ITEM: Consider adopting Resolution #8-22: Regarding Absent Board Member Compensation.

PURPOSE: Education Code section 35120(c) provides that a board member may be paid for any meeting when absent if the board by resolution duly adopted and included in its minutes finds that at the time of the meeting: 1) he or she is performing services outside the meeting for the school district or districts, (2) he or she was ill or on jury duty, (3) or the absence was due to a hardship deemed acceptable by the board. Trustee Robert Garcia was unable to attend the August 25, 2021 meeting due to illness.

FISCAL IMPACT: Not to exceed \$262.50.

RECOMMENDATIONS: Adopt Resolution #8-22.

**HANFORD ELEMENTARY SCHOOL DISTRICT
RESOLUTION # 8-22**

**Board of Trustees
Hanford Elementary School District**

**RESOLUTION REGARDING ABSENT BOARD MEMBER COMPENSATION
(Education Code § 35120(c))**

WHEREAS, Education Code section 35120(c) provides that a board member may be paid for any meeting when absent if the board by resolution duly adopted and included in its minutes finds that at the time of the meeting: 1) he or she is performing services outside the meeting for the school district or districts, (2) he or she was ill or on jury duty, (3) or the absence was due to a hardship deemed acceptable by the board.

NOW, THEREFORE BE IT RESOLVED that the Hanford Elementary School District Board of Trustees determines as follows:

1. Board Member Robert Garcia was absent from the Hanford Elementary School District's regular board meeting held August 25, 2021 due to:
 - ☐ performing services outside the meeting for the school district
 - ☒ illness
 - ☐ jury duty
 - ☐ hardship deemed acceptable by the board
2. Said Board Members shall be paid for the meeting.

PASSED AND ADOPTED THIS 22nd day of September, 2021 at a regular meeting, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tim Revious, Vice-President

Lupe Hernandez, Clerk

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy Gabler

FROM: Karen McConnell

DATE: September 9, 2021

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: September 22, 2021

ITEM: Consider accepting a parent volunteer, Melissa Lincicum, as the Hanford Elementary School District's representative to the SELPA Community Advisory Committee.

PURPOSE: Each SELPA is required to maintain a Community Advisory Committee "CAC". This committee is composed of representatives from each school district. These representatives must be appointed by and are responsible to their respective governing boards. The term of office is two years.

The Community Advisory Committee has responsibilities for, but not limited to, all the following:

- Advising the Special Education Governance Council through the SELPA Director regarding the development and review of the Local Plan. The Special Education Governance Council shall review and consider comments from the Community Advisory Committee.
- Recommending annual priorities to be addressed by the Local Plan.
- Encouraging community involvement in the development and review of the Local Plan.
- Supporting activities on behalf of individuals with exceptional needs.
- Assisting in parent education and in parent awareness of the importance of regular school attendance.

FISCAL IMPACT: None

RECOMMENDATIONS: Approve

HANFORD ELEMENTARY SCHOOL DISTRICT

Agenda Request Form

TO: Joy C. Gabler

FROM: Bill Potter

DATE: September 13, 2021

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: September 22, 2021

ITEM:

Consider the approval of Architectural Services Agreement with Mangini Associates, Inc. for the HVAC upgrade for the Kennedy Jr High School locker rooms.

PURPOSE:

Mangini Associates Inc. to provide the District with architectural services for the Kennedy Jr. High HVAC Project

FISCAL IMPACT:

Estimated cost of \$50,000.

RECOMMENDATION:

Approve Ratification of the Architectural Services Agreement with Mangini Associates, Inc. for the HVAC Upgrade Project at Kennedy 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.: 2164

**AGREEMENT BETWEEN
OWNER AND ARCHITECT FOR**

**LOCKER ROOM HVAC UPGRADE AT
JOHN F. KENNEDY JR. HIGH SCHOOL**

AGREEMENT made as of September 2, 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**:

LOCKER ROOM HVAC UPGRADE AT JFK JUNIOR HIGH SCHOOL
1000 East 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 New HVAC upgrade at existing locker rooms located at John F. Kennedy Jr High School in Hanford, CA.

1.4 FINANCIAL INFORMATION

1.4.1 The Owner's budget for the Project is \$320,000 based on the Architect's preliminary Project Budget Summary dated 9/2/2021.

1.4.2 The initial Cost of the Work for the Project as defined in Section 6.1 is based on \$223,708.

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 Stipulated Sum: For the Architect's Basic Services described in Article 3, the Owner shall compensate the Architect a stipulated sum of \$50,000.00.

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>
Total Basic Compensation:	100%

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

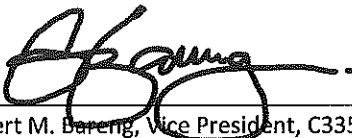
14.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

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. Darceng, Vice President, C33544

HANFORD ELEMENTARY SCHOOL DISTRICT

Agenda Request Form**TO:** Joy C. Gabler**FROM:** Bill Potter**DATE:** September 7, 2021**FOR:** ☒ Board Meeting
☐ Superintendent's Cabinet**FOR:** ☐ Information
☒ Action

Date you wish to have your item considered September 22, 2021

ITEM:

Approval of Change order 3 for Richmond Modernization Project

PURPOSE:

The scope of work in the contract has changed due to 9 changes to the original scope. The schedule has not changed, and the cost of the changes falls under the budgeted contingency for the project.

FISCAL IMPACT:

The increase to the contract is \$14,770

RECOMMENDATION:

Approve Change order 3

MANGINIARCHITECTURE
INGENUITY

McLAIN BARENG MORRELL SCOTT

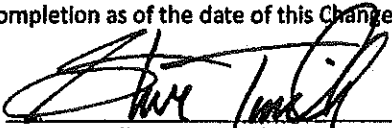
MANGINI ASSOCIATES INC.
4320 West Mineral King Avenue
Visalia, California 93291www.mangini.us
(559) 627-0530 Office
(559) 627-1926 Fax**CHANGE ORDER****NO. 03****TO:** Oral E. Micham Inc.
P. O. Box 745
Woodlake, CA 93286**DATE:** August 27, 2021
CHANGE ORDER NO.: Three
PROJECT NO.: 1817**PROJECT:** Modernization of Lee Richmond Elementary School
Hanford Elementary School District**THE CONTRACT IS CHANGED AS FOLLOWS:**

See attached Exhibit "A" for Description of Work.

TOTAL ADDS: \$14,770.00**TOTAL THIS CHANGE ORDER:** \$14,770.00**Attachments:** None

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

The original Contract Sum was.....	\$3,045,000.00
Net change by previous Change Orders.....	\$105,430.00
The Contract Sum prior to this Change Order was.....	\$3,150,430.00
The Contract Sum will be changed by this Change Order	\$14,770.00
The new Contract Sum including this Change Order will be	\$3,165,200.00

The Contract Time will be ~~(increased)~~ ~~(decreased)~~ **(unchanged) ZERO DAYS** (0) days
The Date of Completion as of the date of this Change Order therefore is Nov. 20, 2021**Contractor:** 
Steve Tindle, Vice President
Oral E. Micham Inc.**Date:** 8-31-2021**Architect:** 
Gilbert M. Bareng, Architect
Mangini Associates, Inc.**Date:** 8/31/2021**Owner:** _____
Joy Gabler, Superintendent
Hanford Elementary School District**Date:** _____

**CHANGE ORDER NO. 3
MODERNIZATION OF LEE RICHMOND ES**

EXHIBIT "A"

Description of Work

<u>Item No. 1:</u>	BL #16: Per RFI 25, curb patch at doors. Reason: Unknown existing condition.	ADD \$2,457.00
<u>Item No. 2:</u>	BL #21: Change point of connection for gas line at Bldg. 100. Reason: Contractor recommendation.	DEDUCT \$-2,130.00
<u>Item No. 3:</u>	BL #26: Per RFI 31, provide conduits and work at IDF in Bldgs. 100, 300 and 400. Reason: Engineer Omission.	ADD \$4,722.00
<u>Item No. 4:</u>	BL #28: Per RFI 43, revised curb framing for HVAC units. Reason: DSA requirement.	ADD \$5,395.00
<u>Item No. 5:</u>	BL #33: Per RFI 44, add trim board on wing walls at Bldgs. 100 and 200. Reason: Unknown existing condition.	ADD \$1,122.00
<u>Item No. 6:</u>	BL #35: Per RFI 45, provide step moulding and trim at doors. Reason: Architect Omission.	ADD \$540.00
<u>Item No. 7:</u>	BL #36: Remove existing windows at Bldg. 300, Room 335 and provide new windows to match the rest of the modernization. Reason: Owner Request.	ADD \$7,227.00
<u>Item No. 8:</u>	BL #38: Per RFI 50, delete 24 new markerboards and re-install 24 existing markerboards. Reason: Owner Request.	DEDUCT \$-5,624.00
<u>Item No. 9:</u>	BL #39: Per RFI 49, provide new VCT to match existing where cabinets were removed. Reason: Architect Omission.	ADD \$1,061.00

TOTAL ADDS..... \$22,524.00
TOTAL DEDUCTS..... \$-7,754.00
TOTAL THIS CHANGE ORDER **\$14,770.00**

HANFORD ELEMENTARY SCHOOL DISTRICT

Agenda Request Form

TO: Joy C. Gabler

FROM: Bill Potter

DATE: September 7, 2021

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: September 22, 2021

ITEM:

MOU between Hanford Elementary School District and Hanford High School District to share transportation services as needed.

PURPOSE:

HJUHSD and/or HESD may be providing transportation services as needed to each other for the 2021-2022 school year.

FISCAL IMPACT:

Each district will pay the other the cost associated with transporting students

RECOMMENDATION:

Approve the MOU

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

This Memorandum of Understanding (hereinafter "MOU") is made and entered this 22nd day of September 2021, by and between the Hanford Elementary School District (hereinafter "HESD") and the Hanford Joint Union High School (hereinafter "HJUHS").

RECITALS:

- A. HJUHS and/or HESD may be providing transportation services as needed to each other for the 2021-2022 school year.
- B. HJUHS and HESD has the experience and resources to provide transportation services to students.
- C. HESD and HJUHS had the responsibility, experience, and expertise to oversee and collaborate with each other on the effectiveness and overall success of the transportation services.

Accordingly, HESD and HJUHS hereby agree to the following:

- 1. Term. This MOU is a one (1) year agreement for the school year of 2021-2022, or until there is no further need.
- 2. Scope of Work:
 - a. These transportation services are to be provided on an as needed basis.
 - b. Transportation services will be coordinated between the respective transportation departments.
- 3. Compensation. HJUHS and/or HESD agree to pay each other an agreed upon amount based on the transportation services.
- 4. Invoices.
 - a. HJUHS and/or HESD agree to invoice each respective Fiscal Services Department.
 - b. Each Department will be billed for every transportation service as needed between HESD and HJUHS.
 - c. HJUHS and/or HESD agree to pay invoices in full within 30 days of receipt of the aforementioned invoices.
- 5. Indemnification.
 - a. General Indemnification for HESD. HJUHS shall hold HESD, its elected officials, agents, officers, employees, and volunteers harmless from, save, indemnify, and defend the same against, any and all claims, and damages for injury to person or property, and related costs and expenses (including reasonable attorney's fees), arising out of any act or omission of HJUHS, its agents, officers, employees, or volunteers, during the performance of its obligations under this MOU.

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

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

Dated: _____

By: _____
Joy Gabler, Superintendent
Hanford Elementary School District

Dated: _____

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

HANFORD ELEMENTARY SCHOOL DISTRICT
Human Resources Department
AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Jaime Martinez

DATE: September 9, 2021

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

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **September 22, 2021**

ITEM: Consider approval of personnel transactions and related matters.

PURPOSE:

a. Employment

Classified

- Allen Christian Altamirano, Special Circumstance Aide – 5.75 hrs., Richmond, effective 8/30/21
- Jennifer Calderon Diaz, Special Circumstance Aide – 5.75 hrs., King, effective 9/8/21
- Braden Howell, Educational Tutor – 4.5 hrs., Richmond, effective 9/1/21
- Miranda Lopez, Licensed Vocational Nurse – 8.0 hrs., Richmond, effective 9/1/21
- Diana Romero, Special Circumstance Aide – 5.75 hrs., Simas, effective 9/10/21
- Sherrie Thompson-Pedro, Educational Tutor – 4.5 hrs., Roosevelt, effective 9/2/21

Classified Temps/Subs

- Ashley Borges-Brieno, Substitute READY Program Tutor, effective 9/1/21
- Carmela Bursiaga, Substitute Yard Supervisor, effective 8/31/21
- Jamil Coronel, Substitute Yard Supervisor, effective effective 8/31/21
- Julie Gonzales, Substitute READY Program Tutor, effective 8/31/21
- Daisy Vargas, Substitute Yard Supervisor, effective 9/2/21

Short Term Employees

- Yusra Almarush, Short-Term Yard Supervisor – 3.5 hrs., Simas, effective 9/6/21-12/17/21
- Vanessa Chavez, Short-Term Yard Supervisor – 3.25 hrs., Lincoln, effective 8/30/21-10/1/21
- Silvia Foreman, Short-Term Special Circumstance Aide – 5.75 hrs., Simas, effective 8/30/21-9/10/21
- Joseph Hernandez, Jr. High Drum Coach, Kennedy and Wilson, effective 8/23/21-6/3/22
- Emily Lerma, Short-Term Yard Supervisor – 2.5 hrs., Hamilton, effective 8/30/21-12/17/21
- Ayeisha Medina, Short-Term Yard Supervisor – 2.25 hrs., Richmond, effective 8/30/21-12/17/21
- Melanie Pimentel, Short-Term Yard Supervisor – 3.25 hrs., Simas, effective 8/30/21-12/17/21
- Jenny Rodriguez Cruz, Short-Term Yard Supervisor – 3.5 hrs., Simas, effective 9/6/21-12/17/21
- Leslie Santamaria, Short-Term Yard Supervisor – 2.5 hrs., Monroe, effective 8/30/21-12/17/21
- Yasmin Torres, Short-Term Yard Supervisor – 1.5 hrs., King, effective 8/30/21-10/1/21
- Sandra Virden, Short-Term Yard Supervisor – 3.5 hrs., Simas, effective 9/6/21-12/17/21

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

- Cristian Moreno, Boys 4-6th Flag Football, Monroe, effective 8/30/21-10/23/21
- Savino Perico, Boys 4-6th Flag Football, King, effective 8/30/21-10/23/21
- Michael Quinones, 4-6th Flag Football, Washington, effective 8/30/21-10/23/21
- Sherrie Thompson-Pedro, Girls 4-6th Softball, Hamilton, effective 8/30/21-10/23/21

Certificated

- Carmen Alvarez-Vargas, Social Worker – 8.0 hrs., JFK, effective 9/1/21
- Esther Igboerika, School Nurse, Special Services, effective 9/21/21

b. Resignations

- Roxana Gutierrez, Bilingual LVN – 8.0 hrs., Richmond, effective 9/9/21
- Takeya Washington, Teacher, MLK, effective 12/3/21

c. Approve Variable Term Waiver Request, EC 44253.3

- BCLAD for Esmerelda Jimenez Morales, 3rd Grade Dual Immersion Teacher, Jefferson Academy for 2021-22 School Year
- BCLAD for Miguel Acosta, 5th/6th Grade Dual Immersion Teacher, Jefferson Academy for 2021-22 School Year

RECOMMENDATION: Approve.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 09/13/2021

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 09/22/2021

ITEM:

Consider ratification of the Citizens' Oversight Committee membership.

PURPOSE:

The Hanford Elementary School District (the "District") has placed a bond measure on the November 8, 2016 ballot seeking to obtain an authorization from the District's voters to issue up to \$24,000,000 aggregate principal amount of the District's school facilities bond ("Measure U"). The Measure U election is being conducted under Proposition 39, being chaptered as the Strict Accountability in Local School Construction Bonds Act of 2000, at Section 15264 *et seq.* of the Education Code of the State ("Prop 39"). Pursuant to Section 15278 of the Education Code, the District is obligated to establish an Independent Citizens' Bond Oversight Committee in order to satisfy the accountability requirements of Prop 39. The Board of Trustees of the District (the "Board") hereby establishes the Independent Citizens' Bond Oversight Committee (the "Committee") for Measure U which shall have the duties and rights set forth in these Bylaws. The Committee does not have legal capacity independent from the District.

One member could no longer serve on the committee and a new member application is included for your review.

FISCAL IMPACT:

None.

RECOMMENDATIONS:

Ratify the Citizens' Oversight Committee membership.

Independent Citizens' Bond Oversight Committee

Years Remaining	Member Name	Category	Number of Terms
1 year	Sarah Martinez	Parent/Guardian	1
1 year	Audrey Bunyard	Active parent-teacher organization parent/guardian	1
1 year	Brandon Schmitt	Business organization representative	3
2 years	Larry Wait	Senior citizens' organization member	3
2 years	Louis Martinez	Taxpayer association member	3
2 years	Kevin Lemaster	Community member	1
1 year	Paul Terry	Community member	1

**HANFORD ELEMENTARY SCHOOL DISTRICT
APPLICATION FOR INDEPENDENT CITIZENS' OVERSIGHT COMMITTEE**

(Please Print or Type)

Name: Kevin Lemaster

Address: 1252 Della St, Hanford CA 93230

Home Phone: 559 469 2672

Work Phone: _____

FAX #: _____

E-Mail: klemaste@comcast.net

Why do you want to serve on the Measure U Independent Citizens' Oversight Committee?

Help provide oversight and insight to the needs of
the district and community. My two sons went through
the foreign immersion program at Simas from 2005-2012 and
2007-2014. They both started in kindergarten and graduated 6th
grade. Both went on to attend Woodrow Wilson MS for 7th & 8th.

Do you have any special area of expertise or experience that you think would be helpful to the committee?

I currently work at Lemore High School and have been
in education for over 20 years. I have technology experience
and assist with maintenance projects at my current district.

If you have served on other school district, city or community committees please list and briefly describe your role:

I was on the board of directors for Hanford Youth Baseball
from 2008-2012. I helped plan and organize youth sporting
events as well as park improvement projects at Bob Hill youth center.
Worked with the city manager, parks and rec committee and city
employees to help improve the city park including sidewalks, sprinklers,
sod, batting cages, snack bar remodel, and fencing.

I would be able to represent the following constituencies in the District: (check all that apply)

- ☐ **Business Representative** - Active in a business organization representing local business
Organization: _____
- ☐ **Senior Citizen Group Representative** - Active member in a senior citizens' organization.
Organization: _____
- ☐ **Taxpayer Organization Member** - Active in a bona fide taxpayers' association.
Organization: _____
- ☐ **Parent or Guardian of Child Enrolled in District.**
Child's Name and School: _____
Child's Name and School: _____
- ☐ **Parent /Guardian of Child Enrolled in District & Active in a Parent-Teacher Organization**
Child's Name and School: _____
Child's Name and School: _____
Organization: _____
- ☒ **At-Large Community Member** - Resident of the Hanford Elementary School District.
Name: _____
Name: _____

Please note any additional information you feel should be considered as part of your application:


1. Are you an employee of the District?*
2. Are you a vendor, contractor, or consultant to the school district?*
3. Do you have conflicts that would preclude your attending quarterly meetings?
4. Do you know of any reason, such as a potential conflict of interest, which would adversely affect your ability to serve on the Independent Citizens' Oversight Committee?*
5. Are you willing to comply with the ethics code included in the bylaws?

YES	NO
	X
	X
	X
	X
X	

(*Employees, vendors, contractors, and consultants of the Hanford Elementary School District are prohibited by law from being members of the Citizens' Oversight Committee. Employment which could result in becoming a contractor or subcontractor to the district would also be a potential conflict.)

Signature of Applicant

All answers and statements in this document are true and complete to the best of my knowledge.

Signature  Date 9/3/2021

Completed applications must be received at
Hanford Elementary School District
714 N. White Street, Hanford, CA 93230

no later than at 4:30 pm, _____, 2021. If you have any questions, please call Hanford Elementary School District at **559.585.3600**.

It is the policy of the Hanford Elementary School District not to unlawfully discriminate on the basis of sex, sexual orientation, gender, ethnic group identification, race, ancestry, national origin, color, religion, marital status, age or mental or physical disability in the educational programs or activities which it operates.