

Hanford Elementary School District

REGULAR BOARD MEETING AGENDA

Wednesday, August 10, 2022
HESD District Office Board Room
714 N. White Street, Hanford, CA

OPEN SESSION

5:30 p.m.

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

1. PRESENTATIONS, REPORTS AND COMMUNICATIONS

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

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

2. CONSENT ITEMS

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

- a) Accept warrant listings dated June 17, 2022; June 24, 2022; June 30, 2022; July 8, 2022; July 15, 2022; July 20, 2022; July 22, 2022 and July 29, 2022.
- b) Approve minutes of Regular Board Meeting held on June 22, 2022.

3. INFORMATION ITEMS

- a) Receive for information the Quarterly Report Regarding Williams Uniform Complaint (Gabler)
- b) Receive for information the 45 Day Budget Update (Endo)

4. BOARD POLICIES AND ADMINISTRATION

- a) Consider for approval of the consultant contract with REMSCAPE Inc. (Rubalcava)
- b) Consider for approval of the services agreement with Madera County Superintendent of Schools for School-based Medi-Cal Administrative Activities (McConnell)
- c) Consider for approval the agreement with Mangini Architecture for Woodrow Wilson Construction Design (Potter)
- d) Consider for approval the award for the Woodrow Wilson & John F. Kennedy Locker-room HVAC Project (Potter)
- e) Consider for approval the renewal of the portable classroom lease renewal with Mobile Modular for the 2022-23 School Year (Potter)

- *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.*

5. PERSONNEL (Martinez)

a) Employment

Certificated

- Cherish Gage, Temporary School Nurse, District Wide, effective 8/8/22
- Serena Houser, Temporary School Counselor, Community Day School, effective 8/2/22
- Margarita Royal, Teacher, Probationary, effective 8/4/22
- Erin Shanahan, Teacher, Probationary, effective 8/4/22
- Sherrie Thompson Pedro, Teacher, Probationary, Roosevelt

Classified

- Nancy Acosta, Special Education Aide – 5.0 hrs., Jefferson, effective 8/9/22
- Arlet Alatorre, Special Circumstance Aide – 5.75 hrs., Richmond, effective 8/9/22
- Leah Blanco, Educational Tutor – 4.5 hrs., Wilson, effective 8/9/22
- Alma Davalos-Banks, Food Service Worker I – 3.25 hrs., Richmond, effective 8/8/22
- Betsabe Figueroa, Alternative Education Program Aide – 5.50 hrs., Community Day School, effective 8/9/22
- Lilly Goins, READY Program Tutor – 4.5 hrs., Richmond, effective 8/4/22
- Julie Gonzalez, READY Program Tutor – 4.5 hrs., Washington, effective 8/4/22
- Mariela Gutierrez, Bilingual Licensed Vocational Nurse – 8.0 hrs., Kennedy, effective 8/3/22
- Claire Hurtado, Educational Tutor – 4.5 hrs., Hamilton, effective 8/9/22
- Michael Leon, READY Program Tutor – 4.5 hrs., King, effective 8/4/22
- Gema Martinez, Paraprofessional (TK/K) – 7.0 hrs., Lincoln, effective 8/9/22
- Sophia Medina, Library/Media Technician – 8.0 hrs., Jefferson, effective 7/26/22
- Nohemi Meza, Paraprofessional (TK/K) – 7.0 hrs., Richmond, effective 8/9/22
- Marcilina Ocampo, READY Program Tutor – 4.5 hrs., Monroe, effective 8/4/22
- Sarai Ordoñez, Paraprofessional (TK/K) – 7.0 hrs., Roosevelt, effective 8/9/22
- Brianne Perez, Licensed Vocational Nurse – 8.0 hrs., District Office (Roving), effective 8/3/22
- Carrie-Anne Rumpak, Educational Tutor – 4.5 hrs., Wilson, effective 8/9/22
- Nora Saleh, Paraprofessional (TK/K) – 7.0 hrs., Simas, effective 8/9/22
- Catherine Sides, Paraprofessional (TK/K) – 7.0 hrs., King, effective 8/9/22
- Samantha Steen, Library/Media Technician – 8.0 hrs., Simas, effective 7/26/22
- Ariana Trujillo, Educational Tutor – 4.5 hrs., Lincoln, effective 8/9/22
- Brenn Vallin, READY Program Tutor – 4.5 hrs., Simas, effective 8/4/22
- Janet Wix, Library/Media Technician – 8.0 hrs., King, effective 7/26/22

Classified Temps/Sub

- Madisen Brown-Perriera, Substitute Yard Supervisor, effective 8/9/22
- Maria Herrera Gamboa, Substitute Yard Supervisor, effective 8/9/22
- Valerie Lewis, Substitute Yard Supervisor, effective 8/9/22
- Brentny Miller, Substitute Yard Supervisor, effective 8/9/22
- Reunite Mims, Substitute Yard Supervisor, effective 8/9/22
- Vanessa Navarro, Substitute Paraprofessional TK/K and READY Program Tutor, effective 8/9/22
- Alexius Ramirez, Substitute Food Service Utility Worker, effective 8/9/22
- Erika Saenz, Substitute Yard Supervisor, effective 8/9/22
- Jessica Strown, Substitute Yard Supervisor and Clerk Typist I, effective 8/9/22
- Natasha Trevino, Substitute Yard Supervisor and Custodian I, effective 6/9/22

Promotion/Transfer

- Allison Fruit, from Alternative Education Program Aide – 5.5 hrs., Community Day School, to Paraprofessional (TK/K) – 7.0 hrs., Monroe, effective 8/9/22
- Amanda Leyva, from Library/Media Technician – 8.0 hrs., Roosevelt, to Teacher Resource Center Specialist – 8.0 hrs., Teacher Resource Center, effective 7/1/22
- Adrianna Luna, from READY Program Tutor – 4.5 hrs., Richmond, to READY Site Lead – 5.0 hrs., Hamilton, effective 8/4/22
- Ashlyn Vidaña, from READY Program Tutor – 4.5 hrs., Simas, to Educational Tutor – 4.5 hrs., Kennedy, effective 8/9/22
- Silvia Villegas Esteves, from READY Program Tutor – 4.5 hrs., Hamilton, to Educational Tutor – 4.5 hrs., Jefferson, effective 8/9/22

Lateral Change

- Sierrah Heugly, from Educational Tutor – 4.5 hrs., Lincoln, to Paraprofessional (TK/K) – 7.0 hrs., Washington, effective 8/9/22
- Braden Howell, from Educational Tutor – 4.5 hrs., Richmond, to Paraprofessional (TK/K) – 7.0 hrs., Hamilton, effective 8/9/22

b) Certificated Transfers/Reassignments/Reinstatements, effective 8/04/22

Voluntary Transfers

- Crystal Avila, from Kindergarten Teacher Roosevelt, to Kindergarten Teacher Hamilton
- Cassie Barrett, from 6th Grade Teacher MLK, to 4th Grade Teacher, MLK
- Ruth Hernandez, from 2nd Grade Teacher Lincoln, to 3rd Grade Teacher, Lincoln
- Lindsay Howell, from 6th Grade Teacher, Washington, to 4th Grade Teacher, Washington
- Maureen Kuiper, from 5th Grade Teacher, Hamilton, to 6th Grade Teacher MLK
- Melissa Nelson, from 7th Grade ELA/SS Teacher, JFK, to 3rd Grade Teacher, Hamilton
- Kellie Noji, from 7th Grade EA/SS Teacher, JFK, to 3rd Grade Teacher, MLK
- Veronica Reynoso, from 4th Grade Teacher, MLK, to 3rd Grade Teacher, Jefferson
- Jaimie Richmond, from 6th Grade Teacher, Washington, to 7th Grade ELA/SS Teacher, JFK
- Lina Tuon, from 5th Grade Teacher, Roosevelt, to 3rd Grade Teacher, Roosevelt

Reinstatements

- Katie Heugly, from Transitional Kindergarten/Kindergarten Combination Class, MLK, to Transitional Kindergarten Teacher, MLK
- Katie Heugly, from Transitional Kindergarten/Kindergarten Combination Class, Lincoln, to Transitional Kindergarten Teacher, Roosevelt
- Rhonda Ieronimo, from Transitional Kindergarten/Kindergarten Combination Class, Monroe, to Transitional Kindergarten Teacher, Monroe
- Amanda Skadan, from Transitional Kindergarten/Kindergarten Combination Class, Roosevelt, to Transitional Kindergarten Teacher, Roosevelt

Reassignment

- Jeanetta Minor, from RSP Lincoln, to RSP JFK

Involuntary Transfers

- Rachel Beer, from 5th Grade Teacher, Monroe, to 6th Grade Teacher, Hamilton
- Gabriel De Leon, from 1st Grade Teacher, Hamilton, to 2nd Grade Teacher, Hamilton
- Luke Gramza, from 5th Grade Teacher, Washington, to 6th Grade Teacher, Washington
- Jennifer Henderson, from Kindergarten Teacher, Richmond, to Transitional Kindergarten Teacher, Richmond

- Eileen Martinez-Bedolla, from 1st Grade Teacher, Roosevelt, to 2nd Grade Teacher, Roosevelt
- Mariah Romero, from 6th Grade Teacher, Simas, to 6th Grade Teacher, Monroe
- Cassandra Sandoval, from 4th Grade Teacher, Richmond, to 3rd Grade Teacher, Richmond

c) Resignations

- Maria De Jesus Aguirre, Substitute Custodian I, effective 6/3/22
- Elisha Bush, Substitute Clerk Typist II, effective 6/3/22
- Jamil Coronel, Substitute Yard Supervisor, effective 6/3/22
- Valerie Esparza-Lopez, Substitute Account Clerk I, Bilingual Aide I, Bilingual Clerk Typist II, Clerk Typist II and Yard Supervisor, effective 6/3/22
- Guadalupe Gutierrez, Substitute READY Program Tutor, effective 6/3/22
- Maria Muñoz Gomez, READY Program Tutor – 4.5 hrs., Jefferson, effective 6/3/22
- Alberto Ordoñez, Substitute Account Clerk II, Bilingual Clerk Typist II, Clerk Typist II, Library/Media Technician, Translator: Oral Interpreter and Translator: Written Translator, effective 6/3/22
- Sylvia Pelaiz, Special Education Aide – 5.0 hrs., Simas, effective 6/3/22
- Rosemarie Rodriguez, Substitute Yard Supervisor, effective 6/3/22
- Menchu Rosaroso, Special Education Aide – 5.0 hrs., Washington, effective 6/3/22
- Sydra Montes, READY Program Tutor – 4.5 hrs., Richmond, effective 6/3/22
- Melonie Thomas, Special Education Aide – 5.0 hrs., Richmond, effective 6/3/22
- Sherri Thompson-Pedro, Educational Tutor – 4.5 hrs., Roosevelt, effective 6/3/22
- Bailey Vandersteen, Substitute READY Program Tutor, effective 6/3/22
- Zachary Westover, Library/Media Technician – 8.0 hrs., King, effective 6/10/22

Termination due to Failure to Respond to Annual Notification

- Estevan Alcala, Substitute Yard Supervisor, effective 6/3/22
- Tiffany Cantu, Substitute READY Program Tutor and Yard Supervisor, effective 2/3/21
- Araceli De Lira, Substitute READY Program Tutor, Translator: Interpreter and Translator: Written Translator, effective 11/22/21
- Roxanna Gutierrez, Substitute Bilingual Licensed Vocational Nurse, effective 12/13/21
- Janice Hernandez, Substitute Bus Driver, effective 11/12/21
- Miranda Lopez, Substitute Licensed Vocational Nurse, effective 2/18/22
- Trevor Rose, Substitute Custodian I, effective 12/7/21
- Jeanette Valdez, Substitute Custodian II, effective 3/17/22

d) Certify Employment Status of Non-Permanent Certificated Staff for 2022-23 School Year (EC 44916)

- See attached Listing

e) Consider approval of an Internship Memorandum of Understanding between Fresno Pacific University School of Education and Hanford Elementary School District

- Authorize agreement to enter into a Memorandum of Understanding between Hanford Elementary School District and Fresno Pacific University School of Education regarding social worker student intern for 2022-23 school year.

f) Consider approval of an Internship Memorandum of Understanding between San Jose State University and Hanford Elementary School District

- Authorize agreement to enter into a Memorandum of Understanding between Hanford Elementary School District and San Jose State University regarding social worker student intern for 2022-23 school year.

6. FINANCIAL (Endo)

- a) Consider the adoption of Resolution #01-23: that will allow the District to use Piggyback Contract from A-Z Bus Sales
- b) Consider the approval of request for Allowance of Attendance Because of Emergency Conditions (Form J-13A)

ADJOURN MEETING

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 08/01/2022

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 08/10/2022

ITEM:

Consider approval of warrants.

PURPOSE:

The administration is requesting the approval of the warrants as listed on the registers dated: 06/17/22, 06/24/22, 06/30/22, 07/08/22, 07/15/22, 07/20/22, 07/22/22 and 07/29/22.

FISCAL IMPACT:

See attached.

RECOMMENDATIONS:

Approve the warrants.

Warrant Register For Warrants

Dated 06/17/2022

Warrant Number	Vendor Number	Vendor Name	Amount
12688901	7879	CARMEN ALVAREZ-VARGAS – Reimburse-Materials/Supplies	\$261.09
12688902	6431	AMAZON.COM – Materials/Supplies	\$1,140.92
12688903	5545	CASSANDRA ARCEO – Reimburse-Mileage	\$7.96
12688904	7953	YOLANDA ARELLANO PEREZ – Advance-Travel/Conference	\$490.51
12688905	3258	BANK OF AMERICA – Services/Repair, Materials/Supplies, Travel/Conf	\$1,679.94
12688906	7942	BARNES & NOBLE – CLASSWORK – Books	\$160.33
12688907	113	BARNES AND NOBLE-5886056 – Books	\$78.85
12688908	149	BLICK ART MATERIALS – Materials/Supplies	\$6,023.84
12688909	153	BOOKSOURCE – Books	\$237.23
12688910	3989	CALIFORNIA STATE UNIVERSITY – Washington Study Trip, Other Services	\$6,414.00
12688911	236	STATE OF CALIFORNIA – Other Services	\$4,223.00
12688912	3822	LINDSEY CALVILLO – Reimburse-Study Trip	\$669.93
12688913	264	CARNEGIE MUSEUM OF – Summer Study Trips	\$2,000.00
12688914	355	CDT INC. – Other Services	\$396.00
12688915	297	CENTRAL SANITARY SUPPLY – Warehouse Inventory	\$1,498.25
12688916	7284	LETICIA COLE – Reimburse-Mileage	\$85.71
12688917	7171	CONN DOORS – Materials/Supplies, Services/Repair	\$5,753.67
12688918	3973	DANIELLE DARPLI – Reimburse-Mileage	\$26.68
12688919	415	DELRAY TIRE & RETREADING INC. – Services/Repair	\$57.82
12688920	4815	DIGITECH INTEGRATIONS INC – Services/Repair	\$170.00
12688921	7779	SHEILA DIZON – Reimburse-Mileage	\$7.37
12688922	5786	DOCUMENT TRACKING SERVICES – Other Services	\$124.34
12688923	7632	EDULASTIC – Other Services	\$600.00
12688924	3069	ANDREA ERMIE – Reimburse-Materials/Supplies	\$183.08
12688925	505	ESTRELLITA INC – Materials/Supplies	\$1,630.39
12688926	528	FOCUS PACKAGING & SUPPLY CO – Warehouse Inventory	\$5,946.70
12688927	4300	LESLIE GRIFFITH – Reimburse-Mileage	\$50.19
12688928	5451	HANFORD ELEMENTARY SCHOOL DISTRICT – Other Services	\$273.19
12688929	630	CITY OF HANFORD – Other Services	\$184,000.00
12688930	631	CITY OF HANFORD – Other Services	\$8,390.00
12688931	5946	THE HARTFORD – Health/Welfare Benefits	\$1,473.53
12688932	7228	SAMANTHA HERNANDEZ – Reimburse-Materials/Supplies	\$69.70
12688933	2188	THE HOME DEPOT PRO – Warehouse Inventory	\$22,118.84
12688934	711	THE HORN SHOP – Materials/Supplies	\$5,282.06
12688935	778	KEENAN & ASSOC. MED. EYE SERV. – Health/Welfare Benefits	\$10,812.37
12688936	3494	KINGS COUNTY BOWL – Woodrow, JFK & Jeffreson Study Trips	\$1,800.00
12688937	796	KINGS COUNTY OFFICE OF ED – Other County Costs	\$89,291.41
12688938	7384	LA ESQUINITA MI PUEBLO TAQUERIA #2 – Reissue-Materials/Supplies	\$8.57
12688939	3719	FLORITA MAGALLON – Reimburse-Mileage	\$121.68
12688940	912	MANGINI ASSOCIATES INC. – Hamilton Shade, Modernization Projects	\$25,779.30
12688941	7732	METLIFE SMALL MARKET – Health/Welfare Benefits	\$4,496.16
12688942	5324	FRANCES MORENO – Refund-Payroll	\$20.27
12688943	4188	CHAD NIELSEN – Reimburse-Mileage	\$18.19
12688944	1058	ODP BUSINESS SOLUTIONS LLC – Warehouse Inventory	\$63.84
12688945	1087	TRAVIS C. PADEN – Reimburse-Other Services	\$60.00
12688946	7203	PARADIGM HEALTHCARE SERVICES LLC. – Other Services	\$681.29
12688947	4465	CYNTHIA PURSELL – Reimburse-Materials/Supplies	\$258.20
12688948	4518	R MARK RICHARD – Services/Repair	\$48,350.00

Warrant Register For Warrants

Dated 06/17/2022

Warrant Number	Vendor Number	Vendor Name	Amount
12688949	1303	SAVE MART SUPERMARKETS – Materials/Supplies	\$100.04
12688950	7979	SENSORY ROCK LLC – Summer Study Trips	\$3,600.00
12688951	7644	SIERRA SANITATION INC – Services/Repair	\$362.70
12688952	1367	SISC III – Health/Welfare Benefits	\$632,310.00
12688953	6826	SITELOGIQ – Bus Barn Solar Project	\$26,295.00
12688954	1403	STANISLAUS FOUNDATION – DENTAL – Health/Welfare Benefits	\$10,385.91
12688955	4381	STAPLES - BUSINESS ADVANTAGE – Materials/Supplies, Warehouse Inv	\$810.93
12688956	4764	STEPS TO LITERACY L.L.C. – Books	\$2,888.44
12688957	5622	JOANNA STONE – Reimburse-Mileage	\$179.19
12688958	5586	SUPERIOR SOIL SUPPLEMENTS – Materials/Supplies	\$815.10
12688959	6036	SURVEYMONKEY INC – Other Services	\$3,780.00
12688960	7980	NATASHA TREVINO – Reimburse-Other Services	\$30.00
12688961	4064	TULARE COUNTY OFFICE OF ED – Travel/Conference	\$100.00
12688962	4114	TULARE COUNTY OFFICE OF EDUCATION – Monroe Study Trip	\$277.00
12688963	4114	TULARE COUNTY OFFICE OF EDUCATION – Other Services	\$4,000.00
12688964	1504	TURF STAR INC. – Materials/Supplies	\$1,150.29
12688965	7110	DAISY WALLACE – Reimburse-Mileage	\$82.67
12688966	3863	WILLIAM WILKINSON – Reimburse-Mileage	\$57.68
Total Amount of All Warrants:			\$1,130,511.35

Credit Card Register For Payments

Dated 06/17/2022

Document Number	Vendor Number	Vendor Name	Amount
14033529	2	A-Z BUS SALES INC – Materials/Supplies	\$3,486.73
14033530	4750	ACADEMIC ENTERTAINMENT INC – Other Services	\$2,900.00
14033531	5008	DECKER INC – Materials/Supplies	\$368.58
14033532	5791	EVAN-MOOR EDUCATIONAL PUBLISHE – Materials/Supplies, Books	\$85.74
14033533	4271	GOLDEN EAGLE CHARTER INC. – Other Services	\$1,930.00
14033534	806	KINGS COUNTY TROPHY – Materials/Supplies	\$3,808.04
14033535	831	LAKESHORE LEARNING MATERIALS – Materials/Supplies	\$693.35
14033536	886	LRP PUBLICATIONS INC. – Other Services	\$1,428.00

Total Amount of All Credit Card Payments:

\$14,700.44

Warrant Register For Warrants

Dated 06/24/2022

Warrant Number	Vendor Number	Vendor Name	Amount
12689596	6253	AT&T – Telephone Communications	\$1,107.52
12689597	7891	CINTAS CORPORATION NO. 2 – Materials/Supplies	\$76.82
12689598	4178	COOK'S COMMUNICATION – Materials/Supplies	\$179.49
12689599	2900	DORIAN CRONK – Mileage Reimb/Study Trip Reimb	\$65.26
12689600	5505	CROWD CONTROL WAREHOUSE – Materials/Supplies	\$3,486.44
12689601	4092	FITNESS FINDERS INC – Other Services	\$149.95
12689602	7836	FOLLETT CONTENT SOLUTIONS LLC - Books	\$791.54
12689603	1393	GAS COMPANY – Utilities	\$1,165.01
12689604	7982	GRUPO J CONSTRUCTION INC – Services/Repairs	\$16,875.00
12689605	7592	HANFORD SENTINEL – Services/Building Improvements	\$2,286.74
12689606	631	CITY OF HANFORD – Other Services	\$195.00
12689607	631	CITY OF HANFORD – Other Services	\$4,000.00
12689608	632	CITY OF HANFORD – Utilities	\$53,126.94
12689609	6665	ISOM ADVISORS URBAN FUTURES INC – Other Services	\$4,100.00
12689610	4597	IVS COMPUTER TECHNOLOGY - Equipment	\$6,536.48
12689611	796	KINGS COUNTY OFFICE OF ED – Other Services	\$39,841.36
12689612	854	LIBRARY STORE INC. – Materials/Supplies	\$1,685.23
12689613	7521	LITERACY RESOURCES LLC – Materials/Books/Software Licenses	\$7,505.89
12689614	7886	WINSLOW LOWE JR – Other Services	\$300.00
12689615	5510	NEWEGG.COM – Materials/Supplies	\$490.60
12689616	7765	PANORAMA EDUCATION INC – Other Services	\$10,500.00
12689617	7269	PITSCO INC. – Materials/Supplies	\$11,556.19
12689618	7445	PRO-PT – Other Services	\$165.00
12689619	6328	SAM ACADEMY – Other Services	\$21,000.00
12689620	3131	SHERWIN-WILLIAMS CO – Materials/Supplies	\$543.82
12689621	7984	TERESA SOTO – Refund Lost Item Returned	\$100.00
12689622	1403	STANISLAUS FOUNDATION – DENTAL – Health/Welfare Benefits	\$11,271.38
12689623	1403	STANISLAUS FOUNDATION – DENTAL – Health/Welfare Benefits	\$8,016.90
12689624	1504	TURF STAR INC. – Materials/Supplies	\$526.88
12689625	6943	WEST VALLEY SUPPLY – Materials/Supplies	\$1,823.43
Total Amount of All Warrants:			\$209,468.87

Credit Card Register For Payments
Dated 06/24/2022

Document Number	Vendor Number	Vendor Name	Amount
14033583	5184	DRISKELL'S APPLIANCE – Materials/Supplies	\$725.31
14033584	529	FOLLETT SCHOOL SOLUTIONS – Books	\$1,493.84
14033585	831	LAKESHORE LEARNING MATERIALS – Books/Materials	\$7,730.16
Total Amount of All Credit Card Payments:			\$9,949.31

Warrant Register For Warrants

Dated 06/30/2022

Warrant Number	Vendor Number	Vendor Name	Amount
12690351	3340	ACADEMIC THERAPY PUBLICATIONS – Books, Materials/Supplies	\$3,167.67
12690352	7152	AED SUPERSTORE – Materials/Supplies	\$1,890.76
12690353	7784	AFTERSCHOOL GURU – Other Services	\$700.00
12690354	4787	AKJ WHOLESALE LLC – Books	\$658.74
12690355	53	AMERICAN MUSIC COMPANY – Materials/Supplies	\$2,266.61
12690356	59	ARAMARK UNIFORM & CAREER – Food Services-Materials/Supplies	\$4,438.06
12690357	59	ARAMARK UNIFORM & CAREER – Services	\$3,254.15
12690358	7230	ARDENT GENERAL INC – Roosevelt Modernization Project	\$214,866.50
12690359	6253	AT&T – Telephone Communications	\$1,174.61
12690360	3947	ATKINSON ANDELSON LOYA RUUD & ROMO – Other Services	\$14,639.37
12690361	91	AUTOMATED OFFICE SYSTEMS – Services/Repair	\$1,809.15
12690362	113	BARNES AND NOBLE-5886056 – Books	\$863.65
12690363	2689	BENNETT & BENNETT IRRIGATION – Materials/Supplies	\$102.96
12690364	6399	BEYONDTRUST CORPORATION – Other Services	\$4,380.43
12690365	153	BOOKSOURCE – Books	\$4,378.42
12690366	6658	BRICKS4KIDZ – Other Services	\$16,800.00
12690367	7711	MARIA ORTIZ BRIONES – Food Services-Refund	\$6.55
12690368	1681	BRUSTEIN & MANASEVIT PLLC – Travel/Conference	\$150.00
12690369	236	STATE OF CALIFORNIA – Other Services	\$1,558.00
12690370	1667	CDW GOVERNMENT INC. – Materials/Supplies	\$1,659.26
12690371	304	NICK CHAMPI ENTERPRISES INC. – Materials/Supplies	\$513.08
12690372	6625	COSCO FIRE PROTECTION – Services/Repair	\$275.36
12690373	3200	CROWN AWARDS – Materials/Supplies	\$2,645.46
12690374	405	DASSEL'S PETROLEUM INC. – Materials/Supplies	\$11,519.30
12690375	4417	CARIN DE LA TORRE – Reimburse-Mileage	\$425.88
12690376	1948	DOWNING PLANETARIUM CSUF – Woodrow & Monroe Study Trips	\$1,866.00
12690377	3567	E.L. ACHIEVE – Travel/Conference, Mileage	\$7,128.00
12690378	4092	FITNESS FINDERS INC – Other Services	\$149.95
12690379	3066	FLAG HOUSE – Materials/Supplies	\$370.86
12690380	7836	FOLLETT CONTENT SOLUTIONS LLC – Books	\$248.86
12690381	7918	FRESNO FLIGHT CENTER – Materials/Supplies	\$1,720.09
12690382	556	JOY GABLER – Reimburse-Materials/Supplies	\$46.80
12690383	1393	GAS COMPANY – Utilities	\$1,493.24
12690384	591	GOLD STAR FOODS – Food Services-Food	\$1,347.15
12690385	7952	MARIA E. GONZALEZ – Services	\$170.00
12690386	7035	GREAT MINDS – Books, Materials/Supplies, Other Services	\$244,244.85
12690387	620	GRISWOLD LASALLE COBB DOWD – Other Services	\$2,021.68
12690388	506	HAND2MIND INC – Materials/Supplies	\$698.94
12690389	3656	HANFORD AUTO & TRUCK PARTS – Materials/Supplies	\$1,854.48
12690390	647	HANFORD JT. UNION HIGH SCHOOL – Other Services	\$4,037.00
12690391	2427	HOME DEPOT CREDIT SERVICES – Materials/Supplies	\$768.96
12690392	2188	THE HOME DEPOT PRO – Warehouse Inventory, Materials/Supplies	\$4,351.22
12690393	5264	HOUGHTON MIFFLIN HARCOURT – Books	\$2,510.01
12690394	3760	KINGS COUNTY AIR – Materials/Supplies	\$375.00
12690395	7521	LITERACY RESOURCES LLC – Books	\$1,152.15
12690396	7898	LIVE THE LIFE YOU CREATE LLC – Other Services	\$2,975.00
12690397	7260	LOWE'S PRO SERVICES – Materials/Supplies	\$1,148.09
12690398	912	MANGINI ASSOCIATES INC. – Shade Projects, Modernization Projects	\$17,386.49

Warrant Register For Warrants

Dated 06/30/2022

Warrant Number	Vendor Number	Vendor Name	Amount
12690399	6436	MATCO TOOLS – Materials/Supplies	\$3,539.25
12690400	1004	MORRISON'S SILKSCREEN – Materials/Supplies	\$2,457.09
12690401	6633	PARK PLANET NSP3 – Shade Projects	\$363,620.08
12690402	5934	PEARSON - CLINICAL ASSESSMENT – Materials/Supplies	\$277.39
12690403	1168	PRODUCERS DAIRY PRODUCTS – Food Services-Food	\$1,079.40
12690404	1285	SAFETY-KLEEN SYSTEMS INC. – Materials/Supplies	\$1,314.45
12690405	4366	SCOUT ISLAND EDUCATION CENTER – Summer Camps	\$13,800.00
12690406	5597	THE SENTINEL – Food Services-Other Services	\$530.00
12690407	6826	SITELOGIQ – Simas HVAC Project	\$349,393.85
12690408	1801	SMART & FINAL STORES (HFD KIT) – Food Services-Food	\$52.92
12690409	1392	SOUTHERN CALIFORNIA EDISON CO. – Utilities	\$2,613.49
12690410	1404	STANISLAUS FOUNDATION – ADMIN – Health/Welfare Benefits	\$2,730.00
12690411	1403	STANISLAUS FOUNDATION – DENTAL – Health/Welfare Benefits	\$12,559.25
12690412	1444	SYSCO FOODSERVICES OF MODESTO – Food Services-Food	\$10,275.91
12690413	3050	TEACHERS COLLEGE READING – Travel/Conference	\$1,700.00
12690414	4114	TULARE COUNTY OFFICE OF EDUCATION – Other Services	\$10,718.75
12690415	1508	U.S. POSTAL SERVICE (CMRS-POP) – Postage	\$8,000.00
12690416	3154	UPS – Postage	\$13.74
12690417	7210	JESSICA VALENCIA – Reimburse-Mileage	\$45.34
Total Amount of All Warrants:			\$1,376,929.70

Credit Card Register For Payments

Dated 06/30/2022

Document Number	Vendor Number	Vendor Name	Amount
14033628	3599	4IMPRINT INC – Materials/Supplies	\$8,518.38
14033629	2	A-Z BUS SALES INC – Materials/Supplies	\$4,750.02
14033630	4676	ACTION EQUIPMENT RENTALS – Services/Repair	\$1,555.00
14033631	1839	ATLAS PEN & PENCIL CORP. – Materials/Supplies	\$3,471.71
14033632	176	BSN SPORTS – Materials/Supplies	\$19,917.64
14033633	5661	GUITAR CENTER STORES – Materials/Supplies	\$498.44
14033634	5280	J&E RESTAURANT SUPPLY INC – Food Services-Materials/Supplies	\$5,151.55
14033635	5007	JORGENSEN COMPANY – Food Services-Other Services	\$1,512.13
14033636	934	MASTER TEACHER – Materials/Supplies	\$106.90
14033637	6114	MCGRAW-HILL EDUCATION – Books	\$366.60
14033638	1802	MEDALLION SUPPLY – Materials/Supplies	\$1,329.57
14033639	982	MILLER'S RENTALAND INC. – Services/Repair	\$300.00
14033640	1002	MORGAN & SLATES INC. – Materials/Supplies	\$483.18
14033641	1071	ORIENTAL TRADING CO. INC. – Materials/Supplies	\$159.35
14033642	1121	PERMA-BOUND – Books	\$7,384.93
14033643	1315	SCHOLASTIC INC. – Books	\$2,548.42
14033644	1313	SCHOLASTIC TEACHERS STORE – Books	\$4,433.21
14033645	1326	SCHOOL SERVICES OF CALIF. INC. – Travel/Conference	\$250.00
Total Amount of All Credit Card Payments:			\$62,737.03

Warrant Register For Warrants

Dated 07/08/2022

Warrant Number	Vendor Number	Vendor Name	Amount
12690877	4566	ALLIED STORAGE CONTAINERS – Services/Repair	\$182.33
12690878	7230	ARDENT GENERAL INC – Roosevelt Modernization Project	\$285,045.23
12690879	7585	BOB MCCLOSKEY INSURANCE – Insurance	\$9,982.80
12690880	303	CHAFFEE ZOO – Summer Study Trips	\$25,200.00
12690881	5463	SARA DECUIR – Reimburse-Mileage	\$485.11
12690882	7730	FIGUEROA CONCRETE PARTNERS – Services/Repair	\$11,675.00
12690883	7402	FINALSITE – Other Services	\$15,600.00
12690884	7317	FORENSIC ANALYTICAL SERVICES INC. – Roosevelt Modernization	\$5,345.00
12690885	2290	ROBERT A. GARCIA – Reissue Payroll	\$2.98
12690886	631	CITY OF HANFORD – Summer Study Trip	\$1,920.00
12690887	631	CITY OF HANFORD – Summer Study Trip	\$195.00
12690888	5513	HARMINI HERNANDEZ – Reimburse-Mileage	\$67.28
12690889	7354	ILLUMINATE EDUCATION INC. – Other Services	\$35,549.86
12690890	5290	KEENAN & ASSOCIATES – Other Services	\$1,425.00
12690891	5688	MIRANDA MENDOZA-ROBINSON – Reimburse-Mileage	\$287.20
12690892	5614	STEVEN MUELLER – Reimburse-Mileage	\$541.48
12690893	7987	CINDY NAVARRO – Reissue Payroll	\$16.29
12690894	5605	NORTHERN CALIFORNIA RELIEF – Insurance	\$458,100.00
12690895	1915	POSTMASTER US POSTAL SERVICE – Other Services	\$1,622.00
12690896	4465	CYNTHIA PURSELL – Reimburse-Materials/Supplies, Mileage	\$422.10
12690897	5067	RUSSELL SIGLER INC – Materials/Supplies	\$683.59
12690898	6995	SOCIAL THINKING PUBLISHING – Materials/Supplies	\$953.67
12690899	2031	SOUTHWEST SCH & OFFICE SUPPLY – Warehouse Inventory	\$69.82
12690900	4381	STAPLES - BUSINESS ADVANTAGE – Materials/Supplies	\$64.12
12690901	7673	STEPHEN L. HAHN INSPECTIONS – Shade Structures, Roosevelt Mod	\$9,325.00
12690902	2984	WEST HILLS COMMUNITY – Summer Study Trips	\$24,000.00
Total Amount of All Warrants:			\$888,760.86

Credit Card Register For Payments
Dated 07/08/2022

Document Number	Vendor Number	Vendor Name	Amount
14033697	273	CASBO – Membership Dues	\$3,500.00
14033698	1214	REALLY GOOD STUFF – Materials/Supplies	\$647.71
Total Amount of All Credit Card Payments:			\$4,147.71

Warrant Register For Warrants

Dated 07/15/2022

Warrant Number	Vendor Number	Vendor Name	Amount
12691221	59	ARAMARK UNIFORM & CAREER – Food Services-Other Services	\$15.09
12691222	7283	CA DEPT OF TAX & FEE ADMINISTRATION – Other Services	\$9,134.00
12691223	405	DASSEL'S PETROLEUM INC. – Food Services-Materials/Supplies	\$456.59
12691224	4417	CARIN DE LA TORRE – Reimburse-Mileage	\$60.63
12691225	7730	FIGUEROA CONCRETE PARTNERS – Materials/Supplies	\$770.00
12691226	535	FOUR STAR MARKETING INC. – Warehouse Inventory	\$198.09
12691227	2290	ROBERT A. GARCIA – Advance-Travel/Conference	\$130.00
12691228	641	HANFORD ELEM. REVOLVING FUND – Materials/Supplies	\$749.18
12691229	631	CITY OF HANFORD – Summer Camps	\$2,300.00
12691230	631	CITY OF HANFORD – Summer Camps	\$155.00
12691231	7958	THEODORE HAYDEN – Food Services-Refund	\$28.45
12691232	1168	PRODUCERS DAIRY PRODUCTS – Food Services-Food	\$798.72
12691233	2993	TIM REVIOUS – Advance-Travel/Conference	\$130.00
12691234	1327	SCHOOL SPECIALTY LLC – Warehouse Inventory	\$3,383.20
12691235	2031	SOUTHWEST SCH & OFFICE SUPPLY – Materials/Supplies	\$678.48
12691236	2176	TOLEDO PHYSICAL EDUCATION – Materials/Supplies	\$180.05
12691237	1575	WALMART COMMUNITY RFCSLLC – Materials/Supplies	\$2,610.92
12691238	7683	WILLIAM H. SADLIER INC. – Materials/Supplies, Books	\$38,261.71
Total Amount of All Warrants:			\$60,040.11

Credit Card Register For Payments
Dated 07/15/2022

Document Number	Vendor Number	Vendor Name	Amount
14033733	4430	G W SCHOOL SUPPLY – Materials/Supplies	\$159.99
Total Amount of All Credit Card Payments:			\$159 . 99

**Warrant Register For Warrants
Dated 07/20/2022**

Warrant Number	Vendor Number	Vendor Name	Amount
12691447	2993	TIM REVIOUS – Advance-Mileage	\$46.56
12691448	1356	SILVAS OIL COMPANY INC. – Materials/Supplies	\$4,499.51
12691449	1367	SISC III – Health/Welfare Benefits	\$631,707.00
12691450	1392	SOUTHERN CALIFORNIA EDISON CO. – Utilities	\$1,567.29
12691451	7638	TABLETKIOSK – Materials/Supplies	\$1,686.51
12691452	1521	UNITED REFRIGERATION INC. – Materials/Supplies	\$6,491.17
12691453	1558	VERIZON WIRELESS – Telephone Communications	\$1,243.94
Total Amount of All Warrants:			\$ 647,241 . 98

Warrant Register For Warrants

Dated 07/22/2022

Warrant Number	Vendor Number	Vendor Name	Amount
12691522	6431	AMAZON.COM – Warehouse Inventory, Materials/Supplies	\$4,037.70
12691523	5119	ATHLETIC STUFF – Warehouse Inventory	\$854.25
12691524	3258	BANK OF AMERICA – Travel/Conference	\$1,990.14
12691525	149	BLICK ART MATERIALS – Materials/Supplies	\$123.10
12691526	5036	CALIFORNIA KEYBOARDS – Materials/Supplies	\$11,293.32
12691527	355	CDT INC. – Other Services	\$35.00
12691528	387	CSBA – Other Services	\$22,444.00
12691529	5079	EMERGENCY MEDICAL PRODUCTS – Warehouse Inventory	\$2,936.05
12691530	7035	GREAT MINDS – Materials, Books, Other Services	\$10,062.49
12691531	631	CITY OF HANFORD – Summer Camps	\$2,300.00
12691532	631	CITY OF HANFORD – Summer Camps	\$195.00
12691533	632	CITY OF HANFORD – Utilities	\$27,302.41
12691534	5946	THE HARTFORD – Health/Welfare Benefits	\$1,462.44
12691535	7881	INNOVED – Other Services	\$69,725.00
12691536	778	KEENAN & ASSOC. MED. EYE SERV. – Health/Welfare Benefits	\$10,795.54
12691537	3962	KINGS COUNTY GLASS – Services/Repairs	\$261.16
12691538	7732	METLIFE SMALL MARKET – Health/Welfare Benefits	\$4,254.59
12691539	1058	ODP BUSINESS SOLUTIONS LLC – Materials/Supplies, Warehouse	\$2,640.83
12691540	7724	OPEN UP RESOURCES – Books	\$51,231.18
12691541	1074	OUTDOOR CREATIONS INC. – Materials/Supplies	\$4,933.50
12691542	7203	PARADIGM HEALTHCARE SERVICES LLC. – Other Services	\$4,900.00
12691543	7390	QUADIENT INC. – Services/Repair	\$2,559.90
12691544	7993	ERIKA SAENZ – Reimburse-Other Services	\$37.00
12691545	1403	STANISLAUS FOUNDATION – DENTAL – Health/Welfare Benefits	\$63,959.18
12691546	3050	TEACHERS COLLEGE READING – Travel/Conference	\$5,950.00
12691547	7990	JENNIFER YECNY – Reimburse-Other Services	\$35.00
12691548	7605	ZOOM VIDEO COMMUNICATIONS INC – Other Services	\$6,700.00
Total Amount of All Warrants:			\$313,018.78

Credit Card Register For Payments
Dated 07/22/2022

Document Number	Vendor Number	Vendor Name	Amount
14033762	82	ASCD	\$95.45
Total Amount of All Credit Card Payments:			\$95 . 45

Warrant Register For Warrants

Dated 07/29/2022

Warrant Number	Vendor Number	Vendor Name	Amount
12692009	3031	A-Z BUS SALES – Materials/Supplies	\$259.22
12692010	2	A-Z BUS SALES INC – Materials/Supplies	\$1,516.09
12692011	91	AUTOMATED OFFICE SYSTEMS – Services/Repair	\$4,538.13
12692012	1690	BATTERY SYSTEMS – Materials/Supplies	\$402.94
12692013	415	DELRAY TIRE & RETREADING INC. – Services/Repair	\$2,135.98
12692014	5786	DOCUMENT TRACKING SERVICES – Other Services	\$7,030.86
12692015	7571	DOCUSIGN INC. – Other Services	\$12,651.84
12692016	3567	E.L. ACHIEVE – Other Services	\$5,000.00
12692017	497	EMPLOYMENT DEVELOPMENT DEPT. – State Unemployment Insurance	\$63,983.20
12692018	7983	ENTEK CONSULTING GROUP INC – Travel/Conference	\$175.00
12692019	6708	FIGARO'S MEXICAN GRILL – Materials/Supplies	\$181.36
12692020	3305	GILBERT ELECTRIC COMPANY – Services/Repair	\$1,700.00
12692021	631	CITY OF HANFORD – Summer Camp	\$195.00
12692022	631	CITY OF HANFORD – Summer Camp	\$2,400.00
12692023	5290	KEENAN & ASSOCIATES - Insurance	\$428.21
12692024	808	KINGS WASTE & RECYCLING – Utilities	\$263.20
12692025	7384	LA ESQUINITA MI PUEBLO TAQUERIA #2 – Materials/Supplies	\$836.55
12692026	2491	MID-COUNTY FIRE EXTINGUISHER – Services/Repair	\$8,801.20
12692027	7445	PRO-PT – Other Services	\$220.00
12692028	7992	REMSCAPE INC – Other Services	\$4,053.00
12692029	7996	JONATHAN RUBALCABA – Reimburse-Other Services	\$25.00
12692030	1610	WHITE'S MUSIC CENTER – Materials/Supplies	\$4,019.79
Total Amount of All Warrants:			\$120,816.57

Hanford Elementary School District
Minutes of the Regular Board Meeting
June 22, 2022

Minutes of the Regular Board Meeting of the Hanford Elementary School District Board of Trustees on June 22, 2022, at the District Office Board Room, 714 N. White Street, Hanford, CA.

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

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

PRESENTATION, REPORTS AND COMMUNICATIONS

Public Comments None

Board and Staff Comments Doug Carlton stated it had been a privilege to work for the Board, Joy Gabler and Jill Rubalcava. He is grateful for all the opportunities in the last 21 years of service.

Superintendent Gabler shared Doug is a unique individual and HESD won't be the same without him. He's an all-around team player.

President Garner recalls the first or second time he visited a campus he went into Doug's classroom, and he was on the carpet and all the kids were all around him. If he had a teacher like that, he would have loved school. There was a reason Becky Presly showed him that classroom. To see how far Doug have come is wonderful. Doug will be missed.

Requests to Address the Board None

Dates to Remember President Garner reviewed dates to remember: Holiday – July 4th; Tentative Regular Board Meeting – July 13th; Professional Development Day – August 4th; First Day of School – August 9th.

CONSENT ITEMS

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

Garcia – Yes
 Garner – Yes

Hernandez – Yes
Revious – Yes
Strickland – Yes

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

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

The items approved are as follows:

- a) Warrant listings dated June 3, 2022 and June 10, 2022.
- b) Minutes of Regular Board Meeting held on June 8, 2022.

INFORMATION ITEMS

CA School Dashboard Local Indicators

- a) Doug Carlton, Director of Program Development, Assessment & Accountability, presented for information the California School Dashboard Local Indicators. This document is currently published on the District’s website. The District rates itself in a number of areas: teacher credentialing, implementation of state standards, parent family engagement, our school climate, and broad access to course of study. Once the District rate itself it takes the results to local indicators, and then brought to board for information.

Monthly Financial Report 7/1/21- 5/31/22

- b) David Endo, Chief Business Official, presented for information the monthly financial report for the period of 07/01/2021-05/31/2022. Everything is oing bettr than according to plan.

BOARD POLICIES AND ADMINISTRATION

2022-2023 LCAP

- a) Trustee Strickland made a motion to adopt the 2022-2023 Hanford Elementary School District Local Control Accountability Plan. Trustee Hernandez seconded; motion carried 5-0:
Garcia – Yes
Garner – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes

ELO-P

- b) Trustee Garcia made a motion to approve the Expanded Learning Opportunities Program (ELO-P) Plan. Trustee Strickland seconded; motion carried 5-0:
Garcia – Yes
Garner – Yes
Hernandez – Yes

Revious – Yes
Strickland – Yes

Change Order 3 for Roosevelt c) Trustee Strickland made a motion to approve the change order 3 for Roosevelt Modernization Project. Trustee Hernandez seconded; motion carried 5-0:

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

2020-2023 CSEA Collective Bargaining Agreement d) Trustee Garcia made a motion to approve the negotiated amendments to the 2020-2023 Collective Bargaining Agreement with the California School Employees Associations (CSEA). Trustee Hernandez seconded; motion carried 5-0:

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

Yard Supervisors, Babysitters and Walk-on Coaches e) Trustee Hernandez made a motion to approve an increase to the starting hourly rate for Yard Supervisors, Babysitters and Walk-on Athletic Coaches. Trustee Garcia seconded; motion carried 5-0:

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

Management, Professional Specialist, & Confidential Employees f) Trustee Garcia made a motion to approve a six and half percent (6.5%) salary increase effective July 1, 2022 for all Management, Professional Specialist, and Confidential Employees, an increase to the healthcare cap to \$15,913.32/year effective October 1, 2022 and addition of a Longevity Step for 25 years of service. Trustee Hernandez seconded; motion carried 5-0:

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

Board Member Compensation g) Trustee Garcia made a motion to approve a 5% increase to Board Member compensation. Trustee Strickland seconded; motion carried 5-0:

Garcia – Yes
Garner – Yes
Hernandez – Yes

Revious – Yes
Strickland – Yes

Superintendent's Employment Agreement h) Trustee Garcia made a motion to approve an amendment to the Superintendent's employment agreement. Trustee Revious seconded; motion carried 5-0:
Garcia – Yes
Garner – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes

Resolution #32-22 i) Trustee Strickland made a motion to adopt Resolution #32-22 Ordering Governing Board Member Elections, Consolidation of Elections Specification of the Election Order. Trustee Revious seconded; motion carried 5-0:
Garcia – Yes
Garner – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes

E 3553 j) Trustee Revious made a motion to approve revised Exhibit 3553 – Free and Reduced Meals. Trustee Hernandez seconded; motion carried 5-0:
Garcia – Yes
Garner – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes

PERSONNEL

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

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

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

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

***Item "a" –
Employment***

The following items were approved:

Certificated, effective 8/2/22

- Serena House, Counselor, CDS, Temporary

Certificated, effective 8/4/22

- Carl Carrizales, PE Teacher, Probationary
- Madison Garcia, Special Education Teacher, Intern
- Gabriela Lopez Gonzalez, Teacher, Probationary
- Guadalupe Mangandi, Teacher, Probationary
- Mayra Naranjo, Teacher, Probationary

Classified Temps/Sub

- John Stafford, Substitute Bus Driver, effective 6/8/22

***Item "b" –
More Hours***

More Hours/Days

- Diana Medellin, from Supervisor – 8.0 hrs., 232 days per year, Food Services, to Supervisor – 8.0 hrs., 261 days per year, Food Services

Short Term Classified

- John Stafford, Short Term Bus Driver – 6.0–8.0 hrs. hours vary by fieldtrip, Transportation, effective 6/10/22-7/15/22

Classified Staff Summer Programs

Elementary Summer Program

- Melissa Acosta, Bus Driver – 6-8 hrs., hours vary by fieldtrip, Transportation, effective 6/13/22-7/1/22
- Abel Aguilar, Bus Driver – 6-8 hrs., hours vary by fieldtrip, Transportation, effective 6/13/22-7/8/22
- Danna Bailey, Bus Driver – 6-8 hrs., hours vary by fieldtrip, Transportation, effective 6/13/22-7/14/22
- Cassandra Bustamante, Bus Driver – 6-8 hrs., hours vary by fieldtrip, Transportation, effective 6/9/22-7/1/22
- Mayra Garcia, Bus Driver – 6-8 hrs., hours vary by fieldtrip, Transportation, effective 6/13/22-6/30/22
- Tania Garcia, Bus Driver – 6-8 hrs., hours vary by fieldtrip, Transportation, effective 6/14/22-7/7/22
- Dana Raulino, Bus Driver – 6-8 hrs., hours vary by fieldtrip, Transportation, effective 6/13/22-7/1/22
- Veronica Sanchez, Bus Driver – 6-8 hrs., hours vary by fieldtrip, Transportation, effective 6/13/22-7/15/22

Seamless Summer Meal Program at Lincoln, Monroe, Richmond and Food Service

- Norma Navarrete Navarro, Food Service Worker I – 2.0 hrs., Lincoln, effective 6/7/22-6/10/22 and 7/5/22-7/22/22, - 3.0 hrs., 6/13/22-6/24/22 and – 3.5 hrs., 6/27/22-7/1/22

Short Term Summer Program, Certificated

- Kelsey Campbell, School Nurse, 6/27-7/11

***Item "c" –
Resignations***

- Jennifer Calderon Diaz, Special Circumstance Aide, - 5.75 hrs., King, effective 6/30/22
- Ariela Dzerigian, Teacher, King, effective 6/3/22

Termination due to lack of Availability

- Isabel Amado Leal, Substitute READY Program Tutor, Translator: Written Interpreter and Translator: Oral Interpreter, effective 6/3/22
- Maira Apodaca, Substitute Yard Supervisor, Translator: Written Interpreter and Translator: Oral Interpreter, effective 6/3/22
- Savannah Blum, Substitute Yard Supervisor, effective 6/3/22
- Cody Bracamonte, Substitute Custodian I, effective 6/3/22
- Carmela Bursiaga, Substitute Yard Supervisor, effective 6/3/22
- Evelyn Campos, Substitute Bilingual Aide I, READY Program Tutor, Translator: Written Interpreter and Translator: Oral Interpreter, effective 6/3/22
- Toby Cano, Substitute READY Program Tutor and Yard Supervisor, effective 6/3/22
- Marlyn Chang, Substitute Bilingual Licensed Vocational Nurse and Translator: Oral Interpreter, effective 6/3/22
- Victoria Drone, Substitute Yard Supervisor, effective 6/3/22
- Leslie Gonzalez-Valdez, Substitute Yard Supervisor, effective 6/3/22
- Cassey Gunlund, Substitute Licensed Vocational Nurse, effective 6/3/22
- Daisha Hatton, Substitute Food Service Worker I and Yard Supervisor, effective 6/3/22
- Alondra Iniguez Perez, Substitute Yard Supervisor, effective 6/3/22
- Violeta Naranjo, Substitute Yard Supervisor, effective 6/3/22
- Arianna Nava, Substitute Bilingual Aide I, READY Program Tutor, Special Education Aide, Translator: Written Interpreter and Translator: Oral Interpreter, effective 6/3/22
- Ericka Navarrete Navarro, Substitute Translator: Written Interpreter and Translator: Oral Interpreter, effective 6/3/22
- Carmen Olivares, Substitute Babysitter, Bilingual Aide I, Bilingual Clerk Typist I, Clerk Typist I, Library/Media Technician, Translator: Written Interpreter and Translator: Oral Interpreter, effective 6/3/22
- Penney Olson, Substitute READY Program Tutor, Special Education Aide and Yard Supervisor, effective 6/3/22
- Richard Perez, Substitute READY Program Tutor, effective 6/3/22
- Cayn Sanchez, Substitute Custodian II, effective 6/3/22
- Megan Schaub, Substitute READY Program Tutor, Special Circumstance Aide and Special Education Aide, effective 6/3/22
- Victoria Tafolla, Substitute Yard Supervisor, effective 6/3/22
- Yasmin Torres, Substitute Yard Supervisor, effective 6/3/22
- Claudia Urrecha, Substitute Yard Supervisor, effective 6/3/22
- Ramon Vasquez, Substitute Food Service Worker I and Food Service Worker II, effective 6/3/22
- Earlisha White, Substitute Yard Supervisor, effective 6/3/22
- Yesenia Zarate Brito, Substitute Babysitter, Clerk Trainee, Translator: Written Interpreter and Translator: Oral Interpreter, effective 6/3/22

***Item "d" –
Salary/Wage
Schedules for
2022-2023***

- Management/Professional Specialist/Confidential Salary Schedule
- Classified Salary Schedule
- Non-Represented Part-Time Employee Wage Schedule
- Classified, Substitute/Temporary Wage Schedule

- Item "e" –
Employment
Contracts**
- Ratify Assistant Superintendents/CBO Employment Contracts for 2022-2023
- David Endo, Chief Business Official, Fiscal Services
 - Jaime Martinez, Human Resources
 - Karen McConnell, Special Services
 - Jill Rubalcava, Curriculum, Instruction and Professional Development

FINANCIAL

- 2022-23 Budgeta)** Trustee Garcia made a motion to adopt the 2022-2023 Hanford Elementary School District Budget. Trustee Strickland seconded; motion carried 5-0:
- Garcia – Yes
Garner – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes

- Resolution #26-b) 22** Trustee Garcia made a motion to adopt Resolution #26-22: Budget Revisions – Budget Adoption. Trustee Revious seconded; motion carried 5-0:
- Garcia – Yes
Garner – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes

- Resolution #27-c) 22** Trustee Garcia made a motion to adopt Resolution #27-22: Board Delegations of Powers. Trustee Hernandez seconded; motion carried 5-0:
- Garcia – Yes
Garner – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes

- Resolution #28-d) 22** Trustee Garcia made a motion to adopt Resolution #28-22: Education Protection Account Spending Determination. Trustee Hernandez seconded; motion carried 5-0:
- Garcia – Yes
Garner – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes

- Food Services Agreement**
- e) Trustee Strickland made a motion to approve the Food Services Agreement with the Kings County Office of Education. Trustee Garcia seconded; motion carried 5-0:
- Garcia – Yes
Garner – Yes
Hernandez – Yes

Revious – Yes
Strickland – Yes

2022-2023 Legal Contracts f) Trustee Strickland made a motion to approve the legal contracts for the 2022-2023 fiscal year. Trustee Garcia seconded; motion carried 5-0:

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

2022-2023 School Services of CA a) Trustee Strickland made a motion to approve the School Services of California for the 2022-2023 fiscal year. Trustee Garcia seconded; motion carried 5-0:

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

Adjournment There being no further business, President Garner adjourned the meeting at 5:57 p.m.

Respectfully submitted,

Joy C. Gabler,
Secretary to the Board of Trustees

Approved:

Jeff Garner, President

Lupe Hernandez, Clerk

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Board of Trustees

FROM: Joy C. Gabler

DATE: August 1, 2022

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☒ Information
☐ Action

Date you wish to have your item considered: August 10, 2022

ITEM: Quarterly report (04/01/22 - 06/30/22) regarding Williams Uniform Complaints. The types of complaints covered in the Williams Uniform Complaint Procedures are:

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

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

For the fourth quarter of 2021-2022 school year there were no Williams Uniform Complaints filed.

FISCAL IMPACT: None

RECOMMENDATIONS: None

Quarterly Report on *Williams* Uniform Complaints

[Education Code § 35186(d)]

District: Hanford Elementary School District

Person completing this form: Jessica Valencia Title: Administrative Assistant

Quarterly Report Submission Month/Quarter:
(check one)

- ☐ October 1st Quarter (7/1-9/30)
☐ January 2nd Quarter (10/1-12/31)
☐ April 3rd Quarter (1/1-3/31)
☒ July 4th Quarter (4/1-6/30)

Quarterly Report Submission Year: 2021-2022

Date for information to be reported publicly at governing board meeting: 8/10/2022

Please check the box that applies:



No complaints were filed with any school in the district during the quarter indicated above.



Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0	0	0
Teacher Vacancy or Misassignment	0	0	0
Facilities Conditions	0	0	0
TOTALS	0	0	0

Joy C. Gabler

Print Name of District Superintendent

8/11/22

Signature of District Superintendent

Date

Please submit to: Genevieve Almanzar, Coordinator
 Kings County Office of Education
 Williams Compliance
 (559) 589-7035
info.foundationalservices@kingscoe.org

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 08/01/2022

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☒ Information
☐ Action

Date you wish to have your item considered: 08/10/2022

ITEM:

Receive for information the 45 day budget update.

PURPOSE:

There are several changes to the budget resulting from the signing of the State budget on June 27, 2022. Education Code requires such changes be available for public review within 45 days of the signing of the State budget. The impacts to the signed State budget are listed below and summarized in the attached table.

FISCAL IMPACT:

The signing of the state budget resulted in the following estimated changes relative to the Hanford Elementary School District adopted budget:

\$ 53k Increase to the Local Control Funding Formula (LCFF) base grants
\$ 700k Increase to the home-to-school transportation funding
 \$4,237k Increase to the Expanded Learning Opportunity Program
\$ 950k Continuance the Kitchen Infrastructure Grant
\$ 100k Creation of School Meal Best Practice Grant
\$3,533k Creation of a one-time Arts, Music, Instructional Material Block Grant
\$9.633k Creation of a one-time Learning Recovery Emergency Block Grant

The italicized items are awaiting account codes, so a formal budget revision was not completed.

RECOMMENDATIONS:

This item is for information only.

General Fund Budget Comparison

	22/23 Adopted	22/23 45 Day Revision	Change	Explanation	34
BEGINNING BALANCE					
Net Beginning Balance	\$24,657,931	\$25,182,233	\$524,302	Carryover: \$150k Special Education Learning recovery / \$128k Kitchen infrastructure / \$218k Routine restricted maintenance	
REVENUES					
LCFF Sources	\$71,472,538	\$71,525,783	\$53,245	Increase to the LCFF	
Federal Revenues	\$10,263,686	\$11,625,653	\$1,361,967	\$1,340k ESSER II	
Other State Revenues	\$11,786,895	\$31,730,712	\$19,943,817	\$216k TK planning grant / \$574k In Person Grant carryover / \$4,237k Increase to ELOP / \$700k transportation / \$950k Kitchen Infrastructure Grant / \$100k School Meal Grant / \$3,533k Arts, Music, Instructional Material Block Grant / \$9,633k Learning Recovery Emergency Block Grant	
Other Local Revenues	\$3,070,218	\$3,167,269	\$97,051	\$97k SJVAPCD golf cart grant	
Total, Revenues	\$96,593,337	\$118,049,417	\$21,456,080		
EXPENDITURES					
Certificated Salaries	\$36,996,721	\$37,000,721	\$4,000		
Classified Salaries	\$15,148,633	\$15,147,624	(\$1,009)		
Employee Benefits	\$25,609,776	\$25,561,394	(\$48,382)	\$45k adjustment related to Classified negotiations	
Books and Supplies	\$4,682,601	\$4,190,617	(\$491,985)	(\$438k) LCAP technology	
Services, Oth Oper Exp	\$6,597,268	\$6,663,299	\$66,031	\$30k food service professional development	
Capital Outlay	\$1,059,554	\$2,693,724	\$1,634,171	\$1,340k Jr High school HVAC replacements / \$191k central kitchen walkin freezer replacement / \$69k printshop copier replacement	
Other Outgo(excl. 7300's)	\$1,960,376	\$1,960,376	\$0		
Direct/Indirect Support	(\$65,000)	(\$65,000)	\$0		
Total Expenditures	\$91,989,929	\$93,152,755	\$1,162,826		
OTHER FINANCING SOURCES/USES					
Transfers					
Transfers In	\$0	\$0	\$0		
Transfers Out	\$4,285,000	\$4,285,000	\$0		
Other Sources/Uses		\$0			
Sources	\$0	\$0	\$0		
Contributions	\$0	\$0	\$0		
Total, Other Financing Sources/Uses	(\$4,285,000)	(\$4,285,000)	\$0		
NET INCREASE (DECREASE) IN FUND BALANCE	\$318,408	\$20,611,662	\$20,293,254		
ENDING FUND BALANCE	\$24,976,338	\$45,793,895	\$20,817,556		

FUND BALANCE DESIGNATIONS AND COMMITMENTS

UNCOMMITTED RESERVE BALANCE

PROJECTED RESERVE RELATIVE TO EXPENDITURES AND OUTGO

\$	21,092,406	\$	40,610,467
\$	3,883,932	\$	5,183,428
	4.0%		5.3%

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Jill Rubalcava 

DATE: 7/29/2022

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: August 10th, 2022

ITEM: Consultant Contract for REMSCAPE INC.

PURPOSE: Hanford Elementary School District is full of noteworthy projects, events, and daily learning, and we have a story to tell. REMSCAPE INC. is a professional video production company. They film, photograph, conduct interviews as needed, and create promotional videos. I am seeking approval to contract with REMSCAPE INC. to capture and share various projects, events and daily learning in HESD for the 2022-2023 schoolyear.

FISCAL IMPACT: \$15,000**RECOMMENDATIONS:** Approval

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Karen McConnell

DATE: July 29, 2022

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: August 10, 2022

ITEM:

Request approval to continue contracting with Madera County Superintendent of Schools in coordination of School-based Medi-Cal Administrative Activities (SMAA) medi-cal billing.

PURPOSE:

Madera County Superintendent of Schools is the agency responsible for the coordination of SMAA for Region VII of the California County Superintendent's Education Services Association, which includes Kings County. Madera County Superintendent of Schools is responsible for processing Region VII claims for reimbursement under the SMAA Program. By participating in this billing option, we can generate revenue to provide health and other support services for our students and their families. Medi-Cal Administrative Activities billing allows districts to bill for a portion of the salaries of administrators, clerical staff, and other personnel directly involved in the billing activities.

FISCAL IMPACT:

Administrative fee is assessed per time study participant certified to participate in RMTS per quarter at the rate of \$47 per participant. Anticipated costs would be \$3,102 per quarter based on current anticipated time study participants. Madera County Superintendent of Schools will withhold the administrative fee from payments made on each invoice submitted to the Department of Health Care services (DHCS) included in our RMTS quarterly certification.

RECOMMENDATIONS: Approve

EXHIBIT A
To
MADERA COUNTY SUPERINTENDENT OF SCHOOLS (MCSOS)
SERVICE AGREEMENT

ARTICLE 1. SCOPE OF SERVICES AND/OF DELIVERABLES

**SCHOOL-BASED MEDICAL ADMINISTRATIVE ACTIVITIES (SMAA)
LOCAL EDUCATIONAL CONSORTIUM (LEC)**

General Duties

- Receive and review all SMAA related correspondence, including information and policy directives from the Department of Health Services (DHCS) and the California Department of Education (CDE) and mandated by state law.
- Ensure that information is forwarded to Local Educational Agency (LEA) SMAA Coordinators in a timely manner.
- Respond to requests for information from DHCS and CDE.
- Oversee and coordinate the software platform Public Consulting Group (PCG).
- Represent the LEA in communication with DHCS for approvals and invoice payments.
- Assist LEA Coordinator with compliance.
- Actively participate in policy discussion, provide input for decision-making and problem resolution through the state LEC Advisory Committee, and related Work Groups.
- Inform the DHCS about regional SMAA issues requiring policy clarifications.

Training and Technical Assistance

- Attend statewide SMAA training sessions conducted by the DHCS, the CDE, or program related contractors.
- Develop, arrange, and provide regional trainings for the LEA to maintain compliance with SMAA policies and program requirements.
- Provide regular SMAA updates to LEA Coordinators and fiscal staff through county meetings and email communication.
- Identify areas for LEA training needs within the region. Provide regional training or local technical assistance when necessary.

Review and Coordination of Program Required Documents

- Assist each LEA in RMTS reviews and audit binder compliance.
- Maintain compliance with LEC/DHCS SMAA Contracts and Participation Fee's.
- Submit quarterly invoices to the DHCS on behalf of the LEA and convey to the LEA by warrant or cash transfer all funds received on behalf of the LEA less any amount due the MCSOS as determined in Article 2. No funds will be conveyed to the LEA for invoices that have been disallowed by the DHCS.

Random Moment Time Survey (RMTS)

- As mandated by the DHCS, provide a software platform (also referred to as the “RMTS System”) through a third-party administrator, through which the LEA shall utilize the RMTS process. Although the LEC will make reasonable effort to facilitate use of the software platform, the LEC is not responsible for problems resulting from the software platform or system errors.
- Code all RMTS moments and make available to the LEA its quarterly coding results for their review and certification.
- The LEC shall assign a code to a moment based on the presumption that the response from the participant is accurate, all necessary documentation for the claim exists, and the service has been provided to an eligible recipient. The LEC shall not be responsible for monitoring, reviewing, or verifying documentation for any coded moment. The LEC shall not be liable for any audit exception or federal disallowance related to direct service documentation and shall not be responsible for recouping any amount of funds paid to an LEA for participation in the LEA Billing Option Program.

ARTICLE 2. COMPENSATION AND/OR REIMBURSEMENT

- For Services provided by MCSOS to the LEA, the administrative fee is assessed per time study participant certified to participate in RMTS per quarter.

MCSOS Fee:

Base Rate (Standard) TSP Count over 50 Quarterly	\$ 47.00
Base Rate (Reduced) TSP Count under 50 Quarterly	\$ 37.00

Terms of fees see Exhibit B.

ARTICLE 3. RESPONSIBILITIES OF LEA

- Participate in all state mandatory RMTS trainings and LEC Coordinator training.
- Ensure that all staff participating in RMTS meet all applicable requirements and regulations as determined by the SMAA and LEA Billing Option Program.
- Ensure Time Survey Participants (TSP) are accurate for all required information including name, email address, cost pool, job category, job title and work schedule(shift).
- Responsible for timely certification of TSP list in the RMTS System.
- Ensure TSPs participating in time surveying participate in annual trainings conducted by the LEC or with the LEA coordinator.
- Monitor TSPs time survey and ensure compliance with applicable laws and regulations.
- Monitor TSP list for changes occurring during the quarter that require changes in the RMTS System.
- Be actively involved in the preparation, review, and compliance requirements of program-required documents including SMAA Audit Materials, SMAA Contracts, and SMAA Invoices.

- Establish and maintain appropriate audit files/systems.
- Oversee documentation necessary for completion of SMAA invoices, ensuring that claims do not duplicate reimbursements received from other payment mechanisms and that invoices are submitted in a timely manner.
- Receive and review all SMAA-related correspondence, including information and policy directives from the LEC and the Department of Health Care Services (DHCS).
- Ensure staff is surveying to appropriate SMAA activities as defined by their job classification.
- Ensure pertinent information is forwarded to appropriate program/staff in a timely manner.
- Facilitate relationships and network with the programs/staff participating in SMAA.
- Respond promptly to requests for information from the LEC and DHCS.
- Inform the LEC of changes in LEA SMAA Coordinator information.
- Actively participate in policy discussion and provide constructive input for decision-making and problem resolution through the LEC.
- Review quarterly time survey Coding Reports and submit Review Certification form to LEC.
- Monitor, review and verify required documentation for any coded moment.

Exhibit B

Statewide SMAA Fee Structure		Fee/TSP	MCSOS Fee/TSP
1	Base Rate (Standard)	\$ 24.00	\$ 24.00
2	Base Rate (Reduced)	\$ 14.00	\$ 14.00
Service Components		Fee/TSP	Fee/TSP
3	RMTS Web-Based Platform	\$ 2.00	\$ 2.00
4	TSP List Development Assistance	\$ 1.00	\$ 1.00
5	QA Assistance - TSP Lists and Calendars	\$ 1.00	\$ 1.00
6	QA Assistance - TSP Lists and Calendars, Financials, Invoicing	\$ 9.00	\$ 9.00
7	LEC Technical Assistance	\$ 1.00	\$ 1.00
8	- Prepare the Invoice Template - Collect the Data from the Districts - Perform Quality Assurance Analysis on the Data	\$ 5.00	\$ 5.00
9	Invoicing Component - Prepare the Invoice Template - Collect, Review, and Verify the Data from the Districts - Preparation of Final Invoice for Signature and Submittal - Work with LEAs for Timely Reporting	\$ 18.00	
10	LEA Data Match Capabilities	\$ 1.00	\$ 1.00
11	Audit Support Documentation Storage	\$ 1.00	
12	Additional Fees - Sample per Pool	\$ 1.00	\$ 1.00
13	Additional Fees - Coding	\$ 1.00	\$ 1.00
14	Additional Fees - Consortia PCG Fee	\$ 1.00	\$ 1.00

MCSOS for Standard Rate		\$ 47.00
MCSOS for Reduced Rate		\$ 37.00

1	Base Rate (Standard) - consists of the expenses incurred by the LECs to run the SMAA program. - including Salaries & Benefits, DHCS Fees, Travel, and Misc. Office Expenses.
2	Base Rate (Reduced) - Quarterly TSP Count less than or equal to 50 - Low Medi-Cal Eligibility Rate (MER) - Rural Areas - Other circumstantial factors to ensure LEAs are receiving the best rate available
3	RMTS Web-Based Platform - consists of fees incurred in-house or paid by the LECs to third-party vendors for running the RMTS Platform via the internet, which is configured to meet current DHCS/CMS system requirements.

4	TSP List Development Assistance -- consists of fees incurred in-house or paid by the LECs to a third-party to perform Quality Assurance (QA) on Time Survey Participant (TSP) lists, which includes, but is not limited to, identification of duplicate and missing information, verification of staff job classifications, and calendar verification of student non-attendance days.
5	Quality Assurance Assistance of Program - consists of fees incurred in-house or paid by the LECs to a third-party to perform Quality Assurance (QA) on TSP's. Entering or Reviewing TSP list in the RMTS platform.
6	QA Assistance - TSP Lists and Calendars, Financials, and Invoicing consists of fees incurred in-house or paid by the LECs to a third-party to Review the invoice and perform cost analyses of all invoice documents to ensure that all costs meet the standards for Certified Public expenditures. Reviewing or Entering TSP List into RMTS platform.
7	LEC Technical Assistance - consists of fees incurred in-house or paid by the LECs to a third- party to assist the LEC with DHCS compliance inside the platform.
8	Invoicing Component - - Prepare the Invoice Template - Collect the Data from the Districts - Perform Quality Assurance Analysis on the Data
9	Invoicing Component - Prepare the Invoice Template - Collect, Review, and Verify the Data from the Districts - Preparation of Final Invoice for Signature and Submittal - Work with LEAs for Timely Reporting - Policy Support for DHCS-Related Policy Updates
10	LEA Data Match Capabilities -consists of the expenses incurred by the LECs to define the Medi-Cal Eligibility Rate
11	Audit Support Documentation Storage -Provide electronic secure storage via web-based platform
12	Additional Fees: Sample per Pool - consists of fees incurred in-house or paid by the LECs to a third party for generating moments, including a review of moments and clarifying questions.
13	Additional Fees: Coding - consists of fees incurred in-house or paid by the LECs to a third party for coding of random moments.
14	Additional Fees - Consortia Fee

- LEC has discretion of rate of charge so long as annual totals adhere to fee structure guidelines.



MADERA COUNTY SUPERINTENDENT OF SCHOOLS

SERVICE AGREEMENT

This Agreement is entered into by and between _____ hereinafter referred to as "LEA" and the Madera County Superintendent of Schools hereinafter referred to as "MCSOS."

ARTICLE 1. SCOPE OF SERVICES AND/OR DELIVERABLES

A general overview of services, as well as the specific services and/or deliverables to be provided by MCSOS as described in Exhibit A attached hereto and made a part hereof, are understood and agreed to by both parties.

ARTICLE 2. COMPENSATION AND/OR REIMBURSEMENT

LEA shall pay an administrative fee to MCSOS for Services provided by MCSOS to LEA. The administrative fee shall be assessed per time study participant (TSP) certified to participate in School Medi-Cal Administrative Activities (SMAA) per quarter and LEA Billing Option Program (LEA BOP) in accordance with Exhibit A. MCSOS will withhold the administrative fee from payments made on each invoice submitted to Department of Health Care Services (DHCS) included in the LEA's Random Moment Time Survey (RMTS) quarterly certification. The administrative fee will be reviewed and adjusted on a yearly basis.

ARTICLE 3. TERM OF AGREEMENT

This Agreement shall become effective as of July 1, 2022, shall remain in effect until terminated. This Agreement may be terminated without cause at the end of any quarter by either party, upon sixty (60) days' written notice. If the LEA Terminates MCSOS shall receive its administrative fee for the invoices MCSOS has submitted.

ARTICLE 4. CONTACT INFORMATION FOR EACH PARTY

All inquiries and notices to the parties in connection with this Agreement shall be given personally or by regular mail addressed as follows:

Madera County Superintendent of Schools
 Cecilia A. Massetti, Ed.D.
 1105 South Madera Avenue
 Madera, CA 93637

ARTICLE 5. INDEPENDENT PARTY

It is expressly always understood by both parties that, while MCSOS is rendering the services and/or deliverables described in Exhibit A, and in complying with any terms and conditions of this Agreement, MCSOS is acting as an independent party and not as an officer, agent, or employee of the LEA to this Agreement for any purpose. MCSOS shall be solely responsible for the acts or omissions of its employees and agents. The LEA employees and agents shall not be considered officers, agents, employees, or independent contractors of MCSOS for any purpose. The LEA shall be solely responsible for the acts or omissions of its employees and agents.

ARTICLE 6. RESPONSIBILITIES OF LEA

The LEA agrees to fulfill its responsibilities and to comply with all reasonable requests of MCSOS (and provide access to all documents reasonably) necessary to the performance of MCSOS' duties under this Agreement as described in Exhibit A attached hereto and made a part hereof.

ARTICLE 7. INSURANCE

Each party shall, at its sole cost, ensure its activities and indemnification obligations in connection with this Agreement from its inception and shall keep in force and maintain insurance or self-insurance as follows: general liability, business automobile liability, workers' compensation, and such other insurance as may be necessary to provide coverage for its performance under this Agreement. The coverage required herein shall not in any way limit the liability of either party. The insurance provided for under this Agreement shall not replace LEA obligation to indemnify MCSOS.

ARTICLE 8. INDEMNIFICATION OF LIABILITY

The LEA shall defend, indemnify, and hold harmless MCSOS, its officers, agents, employees, representatives, and volunteers against any and all liability imposed or claimed for damages for the injury or death of any person or damage to any property, including attorney's fees and other legal expenses, arising directly or indirectly from any act or omission of LEA assistants, employees or agents, or representatives in connection with the performance of this Agreement. MCSOS liability shall be limited to that resulting from the sole or active negligence or willful misconduct of MCSOS, its officers, agents, employees, or representatives employed with MCSOS, for injury or death of any person, or for damage to any property. Further, under no circumstances shall MCSOS be liable for audited claims or for paying back any disallowed funds when the LEA has claims disallowed.

ARTICLE 9. CONFIDENTIALITY

The LEA may from time to time communicate to MCSOS certain information to enable MCSOS to effectively perform the services. MCSOS shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of the LEA. MCSOS shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services. The foregoing obligation of this paragraph, however, shall not apply to any part of the information that has been disclosed in publically available sources of information; is now in the possession of MCSOS without any obligation of confidentiality; or has been or is hereafter rightfully disclosed to MCSOS by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

ARTICLE 10. OWNERSHIP OF DOCUMENTS/DATA SHARING

Pursuant to Education Code section 49076(a)(2)(G) and 34 CFR sections 99.31(a)(1) and 99.7(a)(3)(iii), the LEA is permitted to share information from student records with MCSOS in its capacity as a consultant with a legitimate educational interest as set forth in this Agreement.

The sharing of data under this Agreement will from time to time include the collection and maintenance by MCSOS of educational records that contain personally identifiable information on students of the LEA. MCSOS is bound by the same regulations and laws for access and management of this data as the LEA and will conform to all legal requirements. MCSOS and the LEA agree that the disclosure of information under this Agreement must comply with the requirements of Education Code sections 49073 et seq., the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99, as amended), and any other applicable state and federal laws and regulations regarding educational records, data privacy and confidentiality, and further agree to adhere to the requirements of such laws and regulations in carrying out their responsibilities under this Agreement.

Both parties understand that certain federal and state programs and laws, including the free and reduced lunch program and laws governing the provision of special education services, have additional legal requirements for data security, and both parties agree to maintain full compliance with such requirements, as detailed in the Data Privacy Provisions.

Ownership of Data. The MCSOS owns its documents and/or data and has the right to recover, in a suitable form, all of its proprietary documents and/or data upon expiration or termination of this Agreement for any reason.

ARTICLE 11 DATA SECURITY

Both parties agree to maintain appropriate security protocols in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Both parties agree to maintain appropriate network and other data security to protect any data in its possession. Each party agrees to notify the other if it has any reason to believe there has been a breach of data security relevant to the data subject to this agreement, and any data has been lost, tampered with, or otherwise illegally accessed. Any notifications required by law in the event of a breach in data security will be the responsibility of the agency defined as responsible for such reporting.

Outside Agencies. Both LEA and MCSOS have periodic need to share student data, as legally allowed, with public agencies (including the Department of Health Care Services and the California Department of Education) needing access to such data to provide services to students. MCSOS and the LEA understand that the sharing of data for use in such systems will greatly streamline the process of getting important services to students. Education Code sections 49076 and 49076.5, as amended, provide specific legal conditions under which data may be accessed by or shared with public agencies. MCSOS agrees that no data will be made accessible to any such agency for any purpose other than those limited to the data required and relevant to the program's services, and only under conditions allowed by law, and only with specific prior written approval of LEA.

ARTICLE 12. ALTERNATIVE FORMATTING

LEA assures MCSOS and DHCS, that it complies with the Americans with Disabilities Act (ADA), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

LEA will ensure that deliverables developed and produced pursuant to this Agreement comply with federal and state laws, regulations or requirements regarding accessibility and effective communication, including the Americans with Disabilities Act (42 U.S.C. § 12101, et. seq.), which prohibits discrimination based on disability, and section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794 (d)). Specifically, electronic, and printed documents intended as public communications must be produced to ensure the visual-impaired, hearing-impaired, and other special needs audiences are provided material information in the formats needed to provide the most assistance in making informed choices. These formats include but are not limited to braille, large font, and audio.

ARTICLE 13. RETENTION OF RECORDS

MCSOS agrees to maintain and preserve its records related to this Agreement for a period of three (3) years from the date of final payment under this Agreement.

ARTICLE 14. LICENSES, CERTIFICATIONS, PERMITS, ETC.

MCSOS represents and declares to LEA that it has all licenses, certifications, permits, qualifications, and approvals of whatever nature that is legally required to practice its profession. MCSOS represents and warrants to the LEA that MCSOS shall, at its sole cost and expense, always keep in effect during the term of this Agreement, any license, certification, permit, qualification, or approval which is legally required for MCSOS to practice its profession.

ARTICLE 15. CERTIFICATION OF FINGERPRINT CLEARANCE

MCSOS certifies that no MCSOS employee who may come in contact with students in performance of this Agreement has been convicted of a serious or violent felony.

ARTICLE 16. APPLICABLE LAWS

This Agreement is subject to all applicable laws of the State of California, the County of Madera, rules and regulations of the State Board of Education, and all applicable federal laws, all of which are made part of this Agreement and incorporated herein as if fully set forth. It is also subject to any amendments in such laws during the term of this Agreement. Should it be determined by a Court of competent jurisdiction that this Agreement or any portion of it is illegal or invalid, the Agreement shall be deemed terminated and both parties relieved of their obligations hereunder except the obligation of LEA to pay for services already completed.

ARTICLE 17. AMENDMENTS

The parties agree that the terms of this Agreement cannot be changed or supplemented orally and may be modified or superseded only by a written instrument executed by both parties.

ARTICLE 18. DISPUTE RESOLUTION

If a dispute arises between the parties under this Agreement, representatives from each party shall meet and confer within five (5) business days to resolve the dispute. If the dispute cannot be resolved, the matter may be submitted to Cecilia A. Massetti, Ed.D., Madera County Superintendent of Schools, and the chief executive officer of LEA who agree to use their best efforts to resolve such dispute(s) promptly and amicably through direct negotiations. If both parties make a good faith effort to resolve a dispute arising under this Agreement in accordance with the dispute resolution procedures above, but are unable to resolve the dispute, then either party to this Agreement may decide to unilaterally terminate its participation as a party by providing fifteen (15) days' advance written notice to the other party. The parties may also mutually agree to cancel this Agreement as a result of the dispute at any time by written instrument executed by both parties.

ARTICLE 19. ATTORNEY'S FEES

If either party becomes a party to any litigation concerning this Agreement, each party shall be liable for its own attorney's fees and costs incurred by it in the litigation.

ARTICLE 20. TERMINATION

Either party may terminate this Agreement upon sixty (60) days' written notice to the other party. During said sixty (60) days, MCSOS shall conduct services in accordance with this Agreement. If the LEA terminates this Agreement, the LEA shall pay MCSOS for all costs and any non-cancelable obligations incurred supported by documentary evidence up to the effective date of notice of termination. The parties may also mutually agree to terminate this Agreement at any time by written instrument executed by both parties. MCSOS will be paid for the services MCSOS rendered while the contract was in place.

ARTICLE 21. ENTIRE AGREEMENT OF THE PARTIES

This Agreement supersedes all agreements, either oral or written, between the parties hereto with respect to the rendering of services by MCSOS for the LEA and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only by written instrument executed by both parties.

ARTICLE 22. EXECUTION IN COUNTERPARTS

This Agreement may be executed in counterparts or duplicate copies, and any signed counterpart or duplicate copy will be equivalent to a signed original for all purposes, including copies of signature pages transmitted electronically.

The parties have executed this Agreement by their authorized representatives as follows:

Madera County Superintendent of Schools

Cecilia A. Massetti, Ed.D.

Madera County Superintendent of Schools

Date

Date

HANFORD ELEMENTARY SCHOOL DISTRICT

Agenda Request Form

TO: Joy C. Gabler
FROM: Bill Potter
DATE: August 1, 2022
FOR: ☒ Board Meeting
☐ Superintendent's Cabinet
FOR: ☐ Information
☒ Action

Date you wish to have your item considered August 10, 2022

ITEM:

Consider approval of an agreement with Mangini Architecture for design of a New Administration Building and Bus Drop off at Woodrow Wilson Jr High. Construction would not begin until funding is available

PURPOSE: Provide design and construction management services for the project.

FISCAL IMPACT:

Compensation to Mangini would be \$192,691.95.

RECOMMENDATION:

Approve the contract for Design services.



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.: 2246

**AGREEMENT BETWEEN
OWNER AND ARCHITECT FOR**

**NEW ADMINISTRATION BUILDING
AND BUS DROP-OFF AT
WOODROW WILSON JR. HIGH SCHOOL**

AGREEMENT made as of June 13, 2022

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:

NEW ADMINISTRATION BUILDING AND BUS DROP-OFF AT WOODROW WILSON JR. HIGH SCHOOL
601 W. Florinda St.
Hanford, CA 93232

The Owner and the Architect agree as follows:

ARTICLE 1 - INITIAL INFORMATION

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

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

1.2.1 The Architect will assist the Owner in developing the educational specification as part of Basic Services.

1.3 THE PROJECT'S PHYSICAL CHARACTERISTICS

1.3.1 A single-story wood frame building with an approximate floor area of 3,000 square feet and related on-site improvements, including parent and bus drop-off areas at Woodrow Wilson Jr. High School, in Hanford, California.

1.4 FINANCIAL INFORMATION

1.4.1 The Owner's budget for the Project is \$2,958,000 based on the Architect's preliminary Project Budget Summary dated 6/13/2022.

1.4.2 The initial Cost of the Work for the Project as defined in Section 6.1 is based on \$2,359,885.

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 in a manner to be determined later.

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 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 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 services of consultants for electrical load testing of existing site or building infrastructure.

4.3.29 Providing services of consultants for fire flow testing for city or county infrastructure.

4.3.30 Providing services for evaluation and design criteria reports of existing facilities as required by governmental agencies (DSA) and/or the California Administrative Code.

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

ARTICLE 5 - OWNER'S RESPONSIBILITIES

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

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

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

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

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

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

5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the

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

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

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

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

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

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

ARTICLE 6 - COST OF THE WORK

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

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

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

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

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

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

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance the terms of this Agreement;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

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

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

ARTICLE 7 - OWNERSHIP AND USE OF DOCUMENTS

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

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

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

7.4 The parties acknowledge the Architect's Instruments of Service are not represented to be appropriate for reuse without modification. Any reuse by Owner of documents prepared under this Agreement, without employing the services of Architect, shall be at Owner's own risk. In the event the Owner reuses or modifies the Architect's

Instruments of Service developed by the Architect pursuant to this Contract for purposes other than that for which they are contemplated, the Owner shall indemnify, defend, and hold harmless the Architect, its employees and consultants for damages and expenses caused by the Owner's use or modification of the Architect's Instruments of Service, and the parties agree that the provisions of this Article shall be the terms and conditions for the reuse as authorized by Education Code Section 17316(c).

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

ARTICLE 8 - CLAIMS AND DISPUTES

8.1 GENERAL

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

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

8.2 MEDIATION

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

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

ARTICLE 9 - TERMINATION OR SUSPENSION

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

9.2 TERMINATION WITHOUT CAUSE

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

9.3 SUSPENSION OF THE PROJECT

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

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

9.4 TERMINATION WITH CAUSE

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

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

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

9.5 EFFECTS OF TERMINATION

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

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

ARTICLE 10 - MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

ARTICLE 11 - COMPENSATION

11.1 BASIC SERVICES

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

9.0% of the first	\$ 500,000.00
8.5% of the next	\$ 500,000.00
8.0% of the next	\$ 1,000,000.00
7.0% of the next	\$ 4,000,000.00
6.0% of the next	\$ 4,000,000.00
5.0% of costs in excess of	\$ 10,000,000.00

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

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

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

11.2 PROGRESS PAYMENTS

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

COMPENSATION CALCULATION				
Fee Basis	% Fee	Const. Cost	Fee	
500,000	9.0%	\$ 500,000.00	\$	45,000.00
500,000	8.5%	\$ 500,000.00	\$	42,500.00
1,000,000	8.0%	\$ 1,000,000.00	\$	80,000.00
4,000,000	7.0%	\$ 359,885.00	\$	25,191.95
4,000,000	6.0%	\$ -	\$	-
Remainder	5.0%	\$ -	\$	-
Probable Construction Cost →		\$ 2,359,885.00	Fee Sub-total →	
			\$	192,691.95
			\$	-
			\$	192,691.95
			Initial Basic Services Compensation →	
			\$	192,691.95

Agency Approval Phase:	5%
Bidding Phase:	5%
Construction Phase:	25%
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	\$ 225.00
Architect III	185.00
Architect II	160.00
Architect I	140.00
Construction Administrator III	165.00
Construction Administrator II	145.00
Construction Administrator I	120.00
Business Manager	165.00
Project Manager	150.00
Interior Designer II	100.00
Interior Designer I	80.00
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	70.00

The above rates are effective through December 31, 2022. Work continuing beyond December 31, 2022, 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 N. White Street
Hanford, California 93232

Architect: Mangini Associates, Inc.
Attn: Gilbert Bareng
4320 W. Mineral King Avenue
Visalia, California 93291

ARTICLE 14 - SCOPE OF THE AGREEMENT

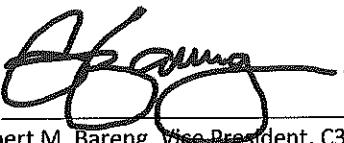
14.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

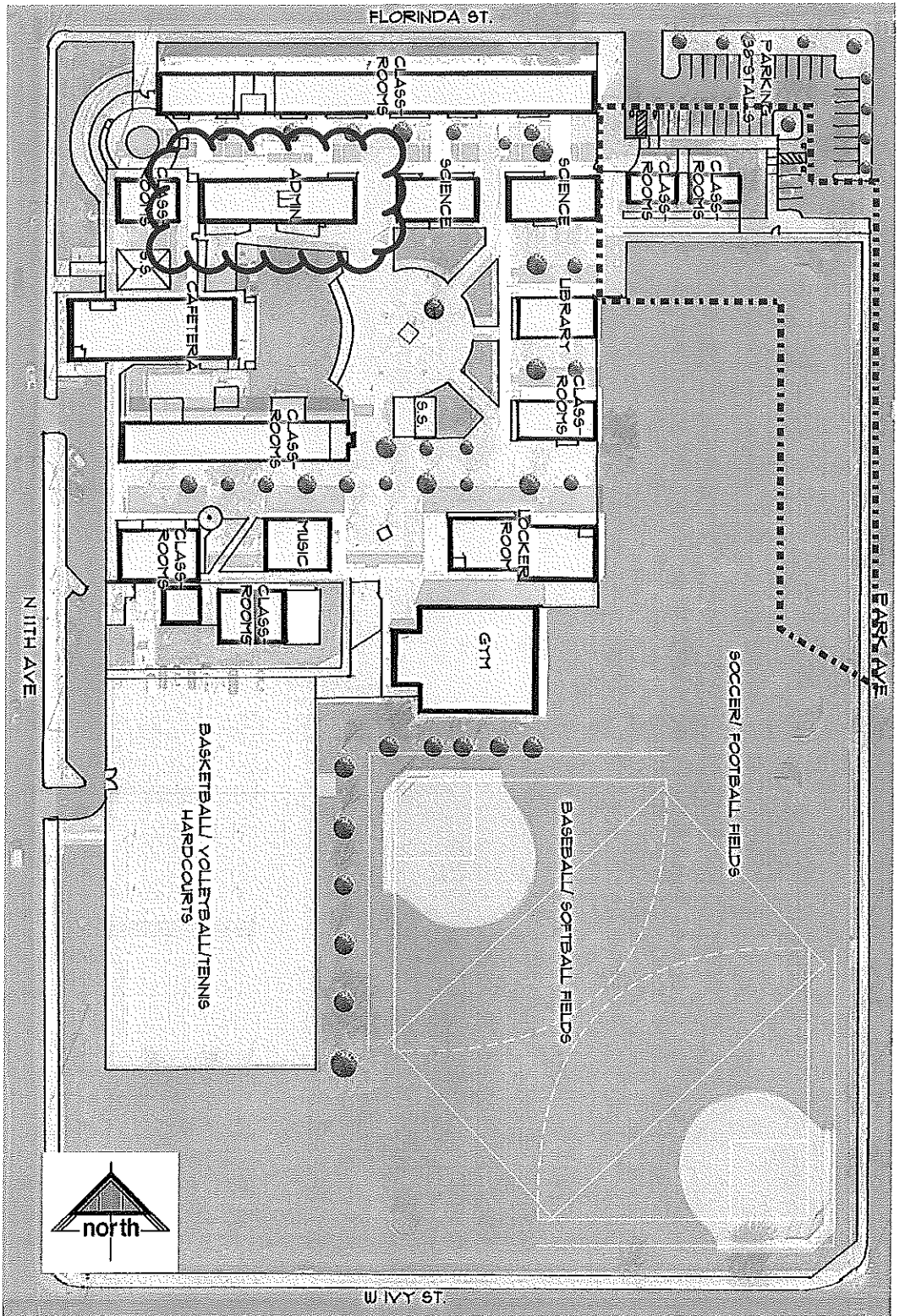
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the terms set and agreed upon as of the day and year first written above.

OWNER
HANFORD ELEMENTARY SCHOOL DISTRICT

By: _____
Joy Gabler, Superintendent

ARCHITECT
MANGINI ASSOCIATES INC.

By:  _____
Gilbert M. Bareng, Vice President, C33544

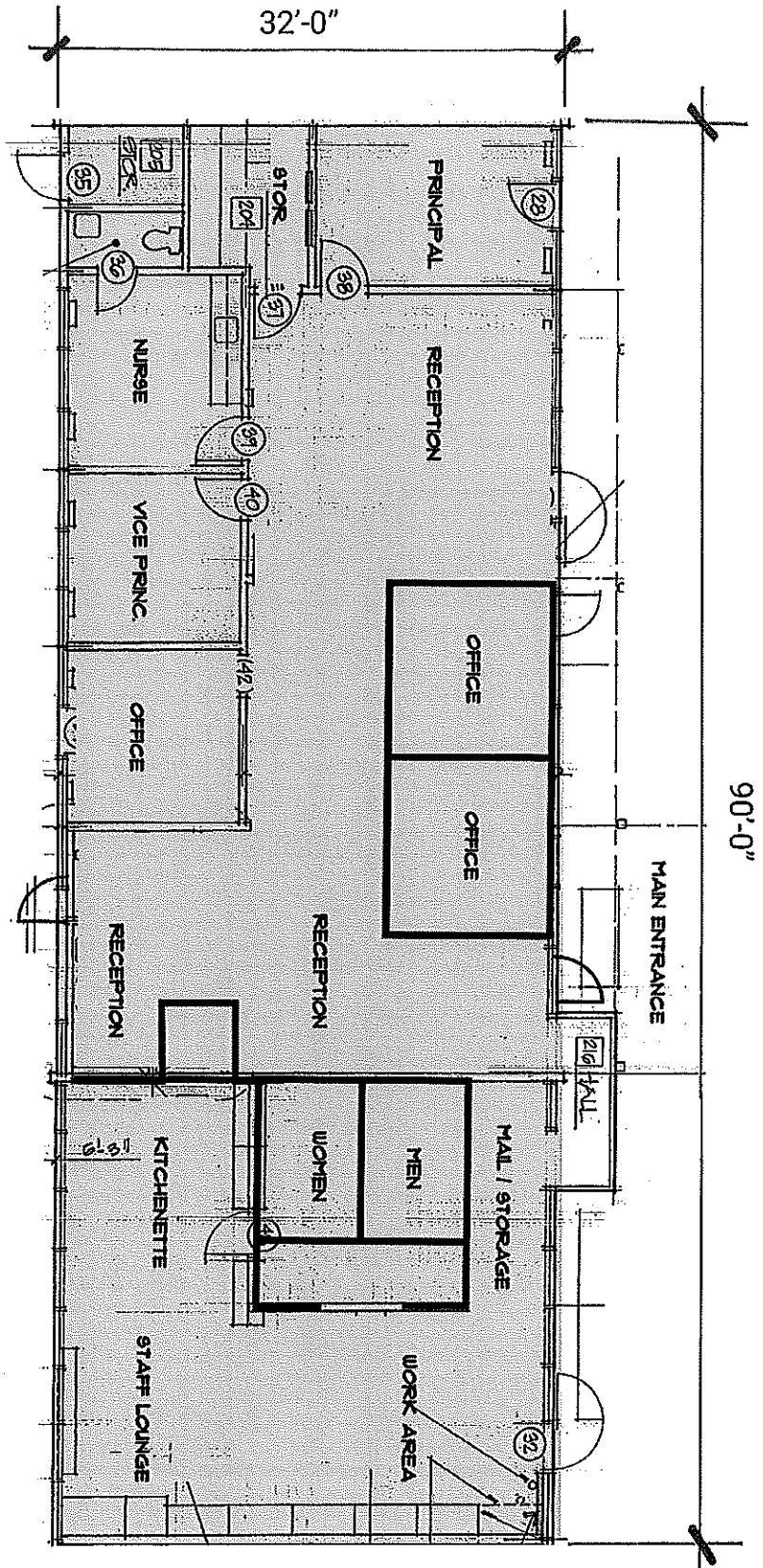


EXISTING SITE PLAN

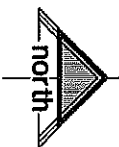


WOODROW WILSON JUNIOR HS
HANFORD ELEMENTARY SCHOOL DISTRICT
JUNE 13, 2022



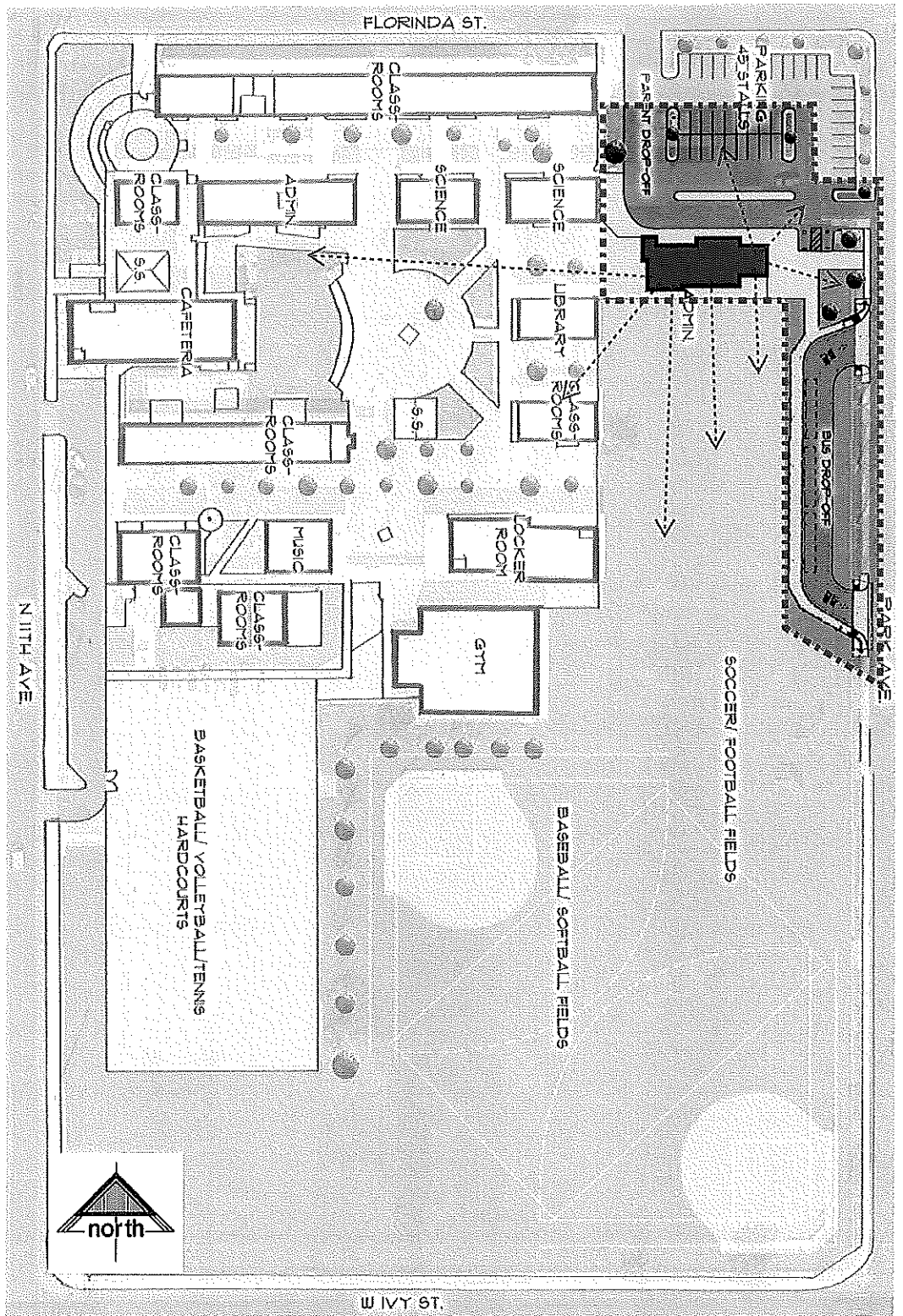


EXISTING FLOOR PLAN 2,800 SF



WOODROW WILSON JUNIOR HS
HANFORD ELEMENTARY SCHOOL DISTRICT
JUNE 13, 2022





PROPOSED SITE PLAN

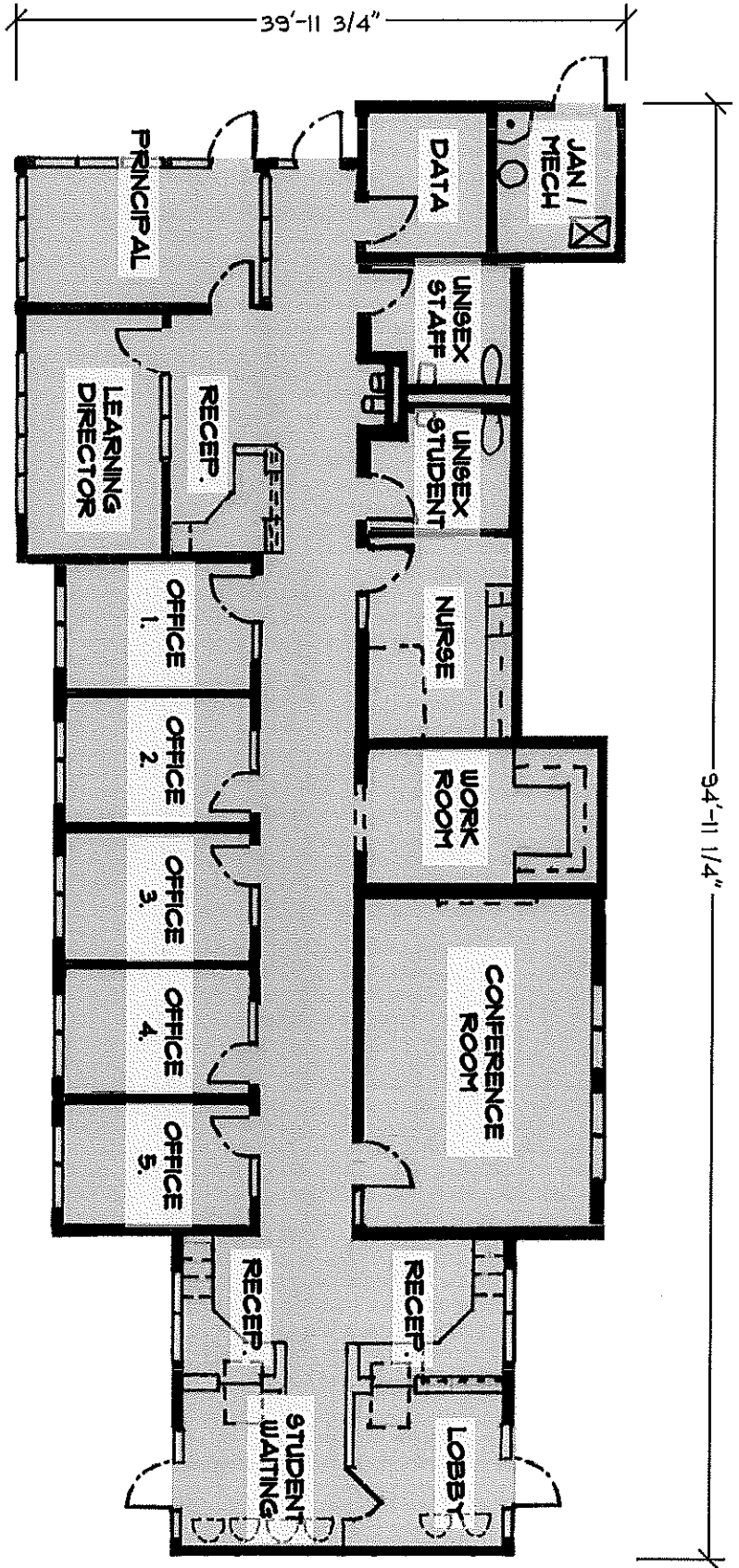
40,000 SF - SITE DEVELOPMENT



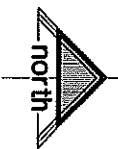
WOODROW WILSON JUNIOR HS
HANFORD ELEMENTARY SCHOOL DISTRICT
JUNE 13, 2012



MANGINI
McLAIN BARENG MORELLI SCOTT



PROPOSED FLOOR PLAN 3,000 SF



WOODROW WILSON JUNIOR HS
HANFORD ELEMENTARY SCHOOL DISTRICT
JUNE 13, 2022



WANGINI ARCHITECTURE
MELAIN BARENG MORRELL SCOTT

MANGINIARCHITECTURE
INGENUITY**MANGINI ASSOCIATES INC.**
4320 West Mineral King Avenue
Visalia, California 93291**www.mangini.us**
(559) 627-0530 Office
(559) 627-1926 Fax

McLAIN BARENG MORRELLI SCOTT

PROJECT BUDGET SUMMARY

PROJECT:	New Administration Building and Bus Drop-Off at Woodrow Wilson Jr. High School	PROJ. NO.:	2246
CLIENT:	Hanford Elem School District	DATE:	6/13/2022
PHASE:	Schematic	BLDG. AREA (sf):	3,000
A. SITE			
1.	Purchase Price of Property	\$	-
2.	Appraisal	\$	-
3.	Escrow	\$	-
4.	CDE Site Studies / Site Acquisition Due Diligence Studies	\$	-
5.	CEQA Compliance / Site Acquisition Project Management	\$	-
6.	Geohazard Report	\$	9,000.00 budget
7.	Phase 1 - Environmental Site Assessment / Phase 2 - Sampling Activities	\$	-
8.	Preliminary Endangerment Assessment	\$	-
9.	DTSC Fees and Response Action	\$	-
10.	Hazardous Material Investigation (asbestos, lead, Pcb, Ocp)	\$	-
11.	Geotechnical Investigation / Report	\$	7,000.00 budget
12.	Topographic Survey	\$	10,000.00 budget
13.	Utility Connection Fees (power, water, storm drain, gas, sewer, telephone, cable TV)	\$	-
14.	Impact Fees	\$	-
15.	Eligibility Consultant	\$	-
16.	Financial Consultant	\$	-
17.	Site Clearing / Demolition (demo (2) existing relocatables)	\$	20,000.00 budget
18.	Bond Costs	\$	-
19.	Temporary Housing / Relocation	\$	-
20.	Legal Fees	\$	-
21.	SITE SUBTOTAL →		\$ 46,000
B. DESIGN AND APPROVAL			
1.	Architect's Fee (New Construction) - Based on OPSC Sliding Scale and Item C.6 below	\$	192,691.95
2.	Architect's Reimbursable Costs (Mileage, Bidding Documents Reproduction)	\$	10,000.00 budget
3.	Architect's LEED / CHPS / HPI Services	\$	-
4.	DSA Review Fee	\$	28,000.00
5.	CDE Review Fee	\$	1,700.00
6.	CGS Review Fee	\$	3,600.00
7.	City / County Review / Inspection Fee	\$	-
8.	Health Department Review Fee	\$	-
9.	DESIGN AND APPROVAL SUBTOTAL →		\$ 236,000
C. PROBABLE CONSTRUCTION COST - BY GENERAL CONTRACTOR			
1	Off-site Development (drive approaches)	\$	25,000.00 budget
2	Parent Drop-Off/Parking addition and Bus Drop-Off Areas (approx. 40,000 sf x \$ 15/sf)	\$	600,000.00 budget
3	On-site Development (15% of building construction cost)	\$	180,000.00 budget
4	Building Construction (approx. 3,000 sf x \$400/sf)	\$	1,200,000.00 budget
5	General Requirements, Overhead, Bond, Insurance, Supervision, Etc. 7%	\$	140,350.00
6	Construction Contingency 10%	\$	214,535.00
7	PROBABLE CONSTRUCTION COST SUBTOTAL →		\$ 2,359,885
D. OWNER PROVIDED CONSTRUCTION AND TESTING			
1.	Data / Communications by Owner	\$	-
2.	Intrusion Alarm by Owner	\$	-
3.	Hazardous Materials Removal by Owner	\$	-
4.	Construction Testing / Special Inspection	\$	30,000.00 budget
5.	Inspector of Record (\$8,000/month x 10 months)	\$	80,000.00 budget
6.	Commissioning Agent	\$	10,000.00
7.	SWPPP, Dust Control Plan, Indirect Source Review (Not required for sites under 1 acre)	\$	-
8.	Fixtures, Furniture and Equipment	\$	50,000.00 budget
9.	Bid Advertising	\$	5,500.00 budget
10.	OWNER PROVIDED CONSTRUCTION AND TESTING SUBTOTAL →		\$ 175,500
		Budget Contingency (5%) →	\$ 141,000
		TOTAL PROJECT BUDGET →	\$ 2,958,000

Evaluation of the Owner's project budget represents Architect's judgment as a design professional familiar with the construction industry. Architect cannot and does not warrant or represent that actual costs will not vary from this budget summary.

HANFORD ELEMENTARY SCHOOL DISTRICT

Agenda Request Form

TO: Joy C. Gabler
FROM: Bill Potter
DATE: August1, 2022
FOR: (X) Board Meeting
() Superintendent's Cabinet
FOR: () Information
(X) Action

Date you wish to have your item considered August 10, 2022

ITEM:

Consider award for the Wilson & Kennedy Locker-room HVAC Project

PURPOSE: All eligible bids to add Air conditioning to the Kennedy locker rooms and Wilson Gym and locker rooms were opened and tabulated.

FISCAL IMPACT:

Cost of the project will be \$1,7014,000

RECOMMENDATION:

Award bid to American Inc. for the HVAC upgrade at Wilson & Kennedy Jr High Schools.

BID TABULATION

MANGINI ASSOCIATES INC.

PROJECT: HVAC Upgrade at Gym & Locker Room Buildings at Woodrow Wilson and JFK
BID OPENING LOCATION: Location
OWNER: Hanford Elementary School District
ISSUE DATE: July 27, 2022
BID DATE: July 26, 2022
MAI PROJECT NO.: 2119/2164

Bidders	Addenda Received	Bid Form Attachments								Base Bid: 2119 Woodrow Wilson	Base Bid: 2164 JFK	Base Bid: 2119 Woodrow Wilson + 2164 JFK
		Bid Form Executed	Bid Bond	Subcontractor / DIR	Non-Collusion	Workman's Comp	Fingerprinting	Acknowledgement Indem	Cert. Drug Free	Cert. Alcohol & Tobacco Free	Substitution Request	
	1											
American Inc.	x	x	x	x	x	x	x	x	x	x	x	\$ 434,000.00 \$ 1,267,000.00 \$ 1,701,000.00
BDM Inc.	x	x	x	x	x	x	x	x	x	x	x	\$ 499,775.00 \$ 1,429,725.00 \$ 1,929,500.00
Ardent General	x	x	x	x	x	x	x	x	x	x	x	\$ 435,000.00 \$ 1,320,000.00 \$ 1,755,000.00

HANFORD ELEMENTARY SCHOOL DISTRICT

Agenda Request Form

TO: Joy C. Gabler
FROM: Bill Potter
DATE: August 1, 2022
FOR: (X) Board Meeting
() Superintendent's Cabinet
FOR: () Information
(X) Action

Date you wish to have your item considered August 10, 2022

ITEM:

Consider Renewal of the portable classroom lease renewal with Mobile Modular for the 2022-23 school year.

PURPOSE: Provide portable classrooms at Monroe, Washington, & Wilson Schools

FISCAL IMPACT:

Cost of the project will be \$73,200

RECOMMENDATION:

Renew lease agreement with Mobile Modular



5700 Las Positas Road
Livermore CA 94551



21219 1 MB 0.485 E0099X ID161 D9334783304 S2 P9124422 0001:0001



HANFORD ESD
714 N WHITE ST
HANFORD CA 93230-4029

INVOICE 80

ACCOUNT NO	INVOICE NO	INVOICE DATE
R16106	2298624	01-JUL-2022
INVOICE AMT	TERMS	CONTRACT
\$36,600.00	NET DUE UPON RECEIPT	210034586
CUSTOMER PO		
5444		
NOTE		
Questions about this invoice? Contact Name: Rebecca Wall Email: rebecca.wall@mgrc.com Phone: 925-453-3192 Fax: 925-453-3203 For Returns, Service or Other Inquiries: 925-606-9000		

Item & Description	Tax	Charge
Site Location: 300 Monroe Drive, HANFORD, CA 93230-1729		
Project Name: Monroe Elementary		
Classroom, 24x40 DSA (Item1001) (Bldg ID # 40243 / E-Code 60870, 60869)		
Rent 07/01/2022 to 06/30/2023	N	7,320.00
Classroom, 24x40 DSA (Item1002) (Bldg ID # 41735 / E-Code 517682, 517681)		
Rent 07/01/2022 to 06/30/2023	N	7,320.00
Classroom, 24x40 DSA (Item1002) (Bldg ID # 41770 / E-Code 517810, 517809)		
Rent 07/01/2022 to 06/30/2023	N	7,320.00
Classroom, 24x40 DSA (Item1002) (Bldg ID # 42629 / E-Code 521766, 521765)		
Rent 07/01/2022 to 06/30/2023	N	7,320.00
Classroom, 24x40 DSA (Item1002) (Bldg ID # 42670 / E-Code 521892, 521891)		
Rent 07/01/2022 to 06/30/2023	N	7,320.00

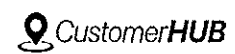
RECEIVED

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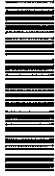


REMIT TO	Total:	\$36,600.00
Mobile Modular	Personal Property Expense:	\$0.00
P.O. Box 45043	Total Tax:	\$0.00
San Francisco CA 94145-5043	Remit Total:	\$36,600.00

Thank you for the opportunity to serve you. We appreciate your business.
This transaction is subject to the terms and conditions of McGrath RentCorp or Mobile Modular Management Corporation



5700 Las Positas Road
Livermore CA 94551



21224 1 MB 0.485 E0104 I0171 D8334783274 S2 P9124422 0003:0003



HANFORD ESD
PO BOX 1067
HANFORD CA 93232-1067

INVOICE 81

ACCOUNT NO	INVOICE NO	INVOICE DATE
R16106	2298562	01-JUL-2022
INVOICE AMT	TERMS	CONTRACT
\$21,960.00	NET DUE UPON RECEIPT	210034574
CUSTOMER PO		
5441		
NOTE		
Questions about this invoice? Contact Name: Rebecca Wall Email: rebecca.wall@mgrc.com Phone: 925-453-3192 Fax: 925-453-3203 For Returns, Service or Other Inquiries: 925-606-9000		

Item & Description	Tax	Charge
Site Location: 2245 Fairmont Drive, HANFORD, CA 93230-1448 Project Name: Washington Elementary		
Classroom, 24x40 DSA (Item1001) (Bldg ID # 39785 / E-Code 512937, 512938) Rent 07/01/2022 to 06/30/2023	N	7,320.00
Classroom, 24x40 DSA (Item1002) (Bldg ID # 40238 / E-Code 60860, 60859) Rent 07/01/2022 to 06/30/2023	N	7,320.00
Classroom, 24x40 DSA (Item1002) (Bldg ID # 40240 / E-Code 60863, 60864) Rent 07/01/2022 to 06/30/2023	N	7,320.00

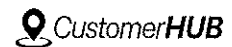
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mobilemodular.com/customerhub



REMIT TO	Total:	\$21,960.00
Mobile Modular	Personal Property Expense:	\$0.00
P.O. Box 45043	Total Tax:	\$0.00
San Francisco CA 94145-5043	Remit Total:	\$21,960.00

Thank you for the opportunity to serve you. We appreciate your business.
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5700 Las Positas Road
Livermore CA 94551



21224 1 MB 0.485 E0104X I0169 D9334779520 S2 P9124422 0001:0003



HANFORD ESD
PO BOX 1067
HANFORD CA 93232-1067

INVOICE 82

ACCOUNT NO	INVOICE NO	INVOICE DATE
R16106	2298767	01-JUL-2022
INVOICE AMT	TERMS	CONTRACT
\$7,320.00	NET DUE UPON RECEIPT	543342
CUSTOMER PO		
5440		
NOTE		
Questions about this invoice? Contact Name: Rebecca Wall Email: rebecca.wall@mgrc.com Phone: 925-453-3192 Fax: 925-453-3203 For Returns, Service or Other Inquiries: 925-606-9000		

Item & Description	Tax	Charge
Site Location: 601 West Florinda Street, HANFORD, CA 93230-3628 Project Name: Woodrow Wilson Junior High Classroom, 24x40 DSA (NonStd) (Bldg ID # 42562 / E-Code 521365,521366) Rent 07/01/2022 to 06/30/2023	N	7,320.00

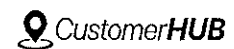
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REMIT TO	Total:	\$7,320.00
Mobile Modular	Personal Property Expense:	\$0.00
P.O. Box 45043	Total Tax:	\$0.00
San Francisco CA 94145-5043	Remit Total:	\$7,320.00

Thank you for the opportunity to serve you. We appreciate your business.
This transaction is subject to the terms and conditions of McGrath RentCorp or Mobile Modular Management Corporation



5700 Las Positas Road
Livermore CA 94551



21224 1 MB 0.485 E0104 I0170 D8334779720 S2 P9124422 0002:0003



HANFORD ESD
PO BOX 1067
HANFORD CA 93232-1067

INVOICE 83

ACCOUNT NO	INVOICE NO	INVOICE DATE
R16106	2298495	01-JUL-2022
INVOICE AMT	TERMS	CONTRACT
\$7,320.00	NET DUE UPON RECEIPT	544893
CUSTOMER PO		
5440		
NOTE		
Questions about this invoice?		
Contact Name: Rebecca Wall		
Email: rebecca.wall@mgrc.com		
Phone: 925-453-3192		
Fax: 925-453-3203		
For Returns, Service or Other Inquiries: 925-606-9000		

Item & Description	Tax	Charge
Site Location: 601 West Florinda Street, HANFORD, CA 93230-3628 Project Name: Woodrow Wilson Junior High Classroom, 24x40 DSA (NonStd) (Bldg ID # 42518 / E-Code 521261,521262) Rent 07/01/2022 to 06/30/2023	N	7,320.00

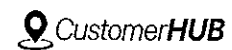
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REMIT TO	Total:	\$7,320.00
Mobile Modular	Personal Property Expense:	\$0.00
P.O. Box 45043	Total Tax:	\$0.00
San Francisco CA 94145-5043	Remit Total:	\$7,320.00

Thank you for the opportunity to serve you. We appreciate your business.
This transaction is subject to the terms and conditions of McGrath RentCorp or Mobile Modular Management Corporation

HANFORD ELEMENTARY SCHOOL DISTRICT
Human Resources Department
AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Jaime Martinez

DATE: August 2, 2022

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

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **August 10, 2022**

ITEM: Consider approval of personnel transactions and related matters.

PURPOSE:

a. Employment

Certificated

- Cherish Gage, Temporary School Nurse, District Wide, effective 8/8/22
- Serena Houser, Temporary School Counselor, Community Day School, effective 8/2/22
- Margarita Royal, Teacher, Probationary, effective 8/4/22
- Erin Shanahan, Teacher, Probationary, effective 8/4/22
- Sherrie Thompson Pedro, Teacher, Probationary, Roosevelt

Classified

- Nancy Acosta, Special Education Aide – 5.0 hrs., Jefferson, effective 8/9/22
- Arlet Alatorre, Special Circumstance Aide – 5.75 hrs., Richmond, effective 8/9/22
- Leah Blanco, Educational Tutor – 4.5 hrs., Wilson, effective 8/9/22
- Alma Davalos-Banks, Food Service Worker I – 3.25 hrs., Richmond, effective 8/8/22
- Betsabe Figueroa, Alternative Education Program Aide – 5.50 hrs., Community Day School, effective 8/9/22
- Lilly Goins, READY Program Tutor – 4.5 hrs., Richmond, effective 8/4/22
- Julie Gonzalez, READY Program Tutor – 4.5 hrs., Washington, effective 8/4/22

- Mariela Gutierrez, Bilingual Licensed Vocational Nurse – 8.0 hrs., Kennedy, effective 8/3/22
- Claire Hurtado, Educational Tutor – 4.5 hrs., Hamilton, effective 8/9/22
- Michael Leon, READY Program Tutor – 4.5 hrs., King, effective 8/4/22
- Gema Martinez, Paraprofessional (TK/K) – 7.0 hrs., Lincoln, effective 8/9/22
- Sophia Medina, Library/Media Technician – 8.0 hrs., Jefferson, effective 7/26/22
- Nohemi Meza, Paraprofessional (TK/K) – 7.0 hrs., Richmond, effective 8/9/22
- Marcilina Ocampo, READY Program Tutor – 4.5 hrs., Monroe, effective 8/4/22
- Sarai Ordoñez, Paraprofessional (TK/K) – 7.0 hrs., Roosevelt, effective 8/9/22
- Brianne Perez, Licensed Vocational Nurse – 8.0 hrs., District Office (Roving), effective 8/3/22
- Carrie-Anne Rumpak, Educational Tutor – 4.5 hrs., Wilson, effective 8/9/22
- Nora Saleh, Paraprofessional (TK/K) – 7.0 hrs., Simas, effective 8/9/22
- Catherine Sides, Paraprofessional (TK/K) – 7.0 hrs., King, effective 8/9/22
- Samantha Steen, Library/Media Technician – 8.0 hrs., Simas, effective 7/26/22
- Ariana Trujillo, Educational Tutor – 4.5 hrs., Lincoln, effective 8/9/22
- Brenn Vallin, READY Program Tutor – 4.5 hrs., Simas, effective 8/4/22
- Janet Wix, Library/Media Technician – 8.0 hrs., King, effective 7/26/22

Classified Temps/Sub

- Madisen Brown-Perriera, Substitute Yard Supervisor, effective 8/9/22
- Maria Herrera Gamboa, Substitute Yard Supervisor, effective 8/9/22
- Valerie Lewis, Substitute Yard Supervisor, effective 8/9/22
- Brentny Miller, Substitute Yard Supervisor, effective 8/9/22
- Reunite Mims, Substitute Yard Supervisor, effective 8/9/22
- Vanessa Navarro, Substitute Paraprofessional TK/K and READY Program Tutor, effective 8/9/22
- Alexius Ramirez, Substitute Food Service Utility Worker, effective 8/9/22
- Erika Saenz, Substitute Yard Supervisor, effective 8/9/22
- Jessica Strown, Substitute Yard Supervisor and Clerk Typist I, effective 8/9/22
- Natasha Trevino, Substitute Yard Supervisor and Custodian I, effective 6/9/22

Promotion/Transfer

- Allison Fruit, from Alternative Education Program Aide – 5.5 hrs., Community Day School, to Paraprofessional (TK/K) – 7.0 hrs., Monroe, effective 8/9/22
- Amanda Leyva, from Library/Media Technician – 8.0 hrs., Roosevelt, to Teacher Resource Center Specialist – 8.0 hrs., Teacher Resource Center, effective 7/1/22

- Adrianna Luna, from READY Program Tutor – 4.5 hrs., Richmond, to READY Site Lead – 5.0 hrs., Hamilton, effective 8/4/22
- Ashlyn Vidaña, from READY Program Tutor – 4.5 hrs., Simas, to Educational Tutor – 4.5 hrs., Kennedy, effective 8/9/22
- Silvia Villegas Esteves, from READY Program Tutor – 4.5 hrs., Hamilton, to Educational Tutor – 4.5 hrs., Jefferson, effective 8/9/22

Lateral Change

- Sierrah Heugly, from Educational Tutor – 4.5 hrs., Lincoln, to Paraprofessional (TK/K) – 7.0 hrs., Washington, effective 8/9/22
- Braden Howell, from Educational Tutor – 4.5 hrs., Richmond, to Paraprofessional (TK/K) – 7.0 hrs., Hamilton, effective 8/9/22

b. Certificated Transfers/Reassignments/Reinstatements, effective 8/04/22

Voluntary Transfers

- Crystal Avila, from Kindergarten Teacher Roosevelt, to Kindergarten Teacher Hamilton
- Cassie Barrett, from 6th Grade Teacher MLK, to 4th Grade Teacher, MLK
- Ruth Hernandez, from 2nd Grade Teacher Lincoln, to 3rd Grade Teacher, Lincoln
- Lindsay Howell, from 6th Grade Teacher, Washington, to 4th Grade Teacher, Washington
- Maureen Kuiper, from 5th Grade Teacher, Hamilton, to 6th Grade Teacher MLK
- Melissa Nelson, from 7th Grade ELA/SS Teacher, JFK, to 3rd Grade Teacher, Hamilton
- Kellie Noji, from 7th Grade EA/SS Teacher, JFK, to 3rd Grade Teacher, MLK
- Veronica Reynoso, from 4th Grade Teacher, MLK, to 3rd Grade Teacher, Jefferson
- Jaimie Richmond, from 6th Grade Teacher, Washington, to 7th Grade ELA/SS Teacher, JFK
- Lina Tuon, from 5th Grade Teacher, Roosevelt, to 3rd Grade Teacher, Roosevelt

Reinstatements

- Katie Heugly, from Transitional Kindergarten/Kindergarten Combination Class, MLK, to Transitional Kindergarten Teacher, MLK
- Katie Heugly, from Transitional Kindergarten/Kindergarten Combination Class, Lincoln, to Transitional Kindergarten Teacher, Roosevelt
- Rhonda Ieronimo, from Transitional Kindergarten/Kindergarten Combination Class, Monroe, to Transitional Kindergarten Teacher, Monroe
- Amanda Skadan, from Transitional Kindergarten/Kindergarten Combination Class, Roosevelt, to Transitional Kindergarten Teacher, Roosevelt

Reassignment

- Jeanetta Minor, from RSP Lincoln, to RSP JFK

Involuntary Transfers

- Rachel Beer, from 5th Grade Teacher, Monroe, to 6th Grade Teacher, Hamilton
- Gabriel De Leon, from 1st Grade Teacher, Hamilton, to 2nd Grade Teacher, Hamilton
- Luke Gramza, from 5th Grade Teacher, Washington, to 6th Grade Teacher, Washington
- Jennifer Henderson, from Kindergarten Teacher, Richmond, to Transitional Kindergarten Teacher, Richmond
- Eileen Martinez-Bedolla, from 1st Grade Teacher, Roosevelt, to 2nd Grade Teacher, Roosevelt
- Mariah Romero, from 6th Grade Teacher, Simas, to 6th Grade Teacher, Monroe
- Cassandra Sandoval, from 4th Grade Teacher, Richmond, to 3rd Grade Teacher, Richmond

c. Resignations

- Maria De Jesus Aguirre, Substitute Custodian I, effective 6/3/22
- Elisha Bush, Substitute Clerk Typist II, effective 6/3/22
- Jamil Coronel, Substitute Yard Supervisor, effective 6/3/22
- Valerie Esparza-Lopez, Substitute Account Clerk I, Bilingual Aide I, Bilingual Clerk Typist II, Clerk Typist II and Yard Supervisor, effective 6/3/22
- Guadalupe Gutierrez, Substitute READY Program Tutor, effective 6/3/22
- Maria Muñoz Gomez, READY Program Tutor – 4.5 hrs., Jefferson, effective 6/3/22
- Alberto Ordoñez, Substitute Account Clerk II, Bilingual Clerk Typist II, Clerk Typist II, Library/Media Technician, Translator: Oral Interpreter and Translator: Written Translator, effective 6/3/22
- Sylvia Pelaiz, Special Education Aide – 5.0 hrs., Simas, effective 6/3/22
- Rosemarie Rodriguez, Substitute Yard Supervisor, effective 6/3/22
- Menchu Rosaroso, Special Education Aide – 5.0 hrs., Washington, effective 6/3/22
- Sydra Montes, READY Program Tutor – 4.5 hrs., Richmond, effective 6/3/22
- Melonie Thomas, Special Education Aide – 5.0 hrs., Richmond, effective 6/3/22
- Sherri Thompson-Pedro, Educational Tutor – 4.5 hrs., Roosevelt, effective 6/3/22
- Bailey Vandersteen, Substitute READY Program Tutor, effective 6/3/22
- Zachary Westover, Library/Media Technician – 8.0 hrs., King, effective 6/10/22

Termination due to Failure to Respond to Annual Notification

- Estevan Alcalá, Substitute Yard Supervisor, effective 6/3/22
- Tiffany Cantu, Substitute READY Program Tutor and Yard Supervisor, effective 2/3/21
- Araceli De Lira, Substitute READY Program Tutor, Translator: Interpreter and Translator: Written Translator, effective 11/22/21
- Roxanna Gutierrez, Substitute Bilingual Licensed Vocational Nurse, effective 12/13/21
- Janice Hernandez, Substitute Bus Driver, effective 11/12/21
- Miranda Lopez, Substitute Licensed Vocational Nurse, effective 2/18/22
- Trevor Rose, Substitute Custodian I, effective 12/7/21
- Jeanette Valdez, Substitute Custodian II, effective 3/17/22

d. Certify Employment Status of Non-Permanent Certificated Staff for 2022-23 School Year (EC 44916)

- See attached Listing

e. Consider approval of an Internship Memorandum of Understanding between Fresno Pacific University School of Education and Hanford Elementary School District

- Authorize agreement to enter into a Memorandum of Understanding between Hanford Elementary School District and Fresno Pacific University School of Education regarding social worker student intern for 2022-23 school year.

f. Consider approval of an Internship Memorandum of Understanding between San Jose State University and Hanford Elementary School District

- Authorize agreement to enter into a Memorandum of Understanding between Hanford Elementary School District and San Jose State University regarding social worker student intern for 2022-23 school year.

RECOMMENDATION: Approve.

HANFORD ELEMENTARY SCHOOL DISTRICT
HUMAN RESOURCES DEPARTMENT
ANNUAL BOARD CERTIFICATION:
STATUS OF NON-PERMANENT CERTIFICATED EMPLOYEES
2022-23 SCHOOL YEAR
August 10, 2022

Effective with the first paid duty day of their 2022-2023 employment contracts, the following non-permanent certificated employees shall be classified as follows:

A. TENURED

Amaral, Eric	Physical Education Teacher
Baldwin, Scott	K-6 Teacher
Banuelos, Mary Ann	K-6 Teacher
Damian, Raymond	K-6 Teacher
Eastman, Lisa	K-6 Teacher
Hawkins, Angel	Special Education Teacher
Javaux, Samantha	K-6 Teacher
Kairis, Kristy	K-6 Teacher
Malone, Elizabeth	K-6 Teacher
Mueller, Steven	Vice Principal
Rodriguez, Roxana	K-6 Teacher
Sanchez, Victor	K-6 Teacher
Santiago, Maribel	Special Education Teacher

B. SECOND-YEAR PROBATIONARY

Barrett, Cassondra	K-6 Teacher
DeLaTorre, Paul	Vice Principal
Fagundes, Breanna	K-6 Teacher
Floendo, David	7-8 Teacher
Hanke, Bethany	K-6 Teacher
Jimenez Morales, Esmeralda	K-6 Teacher
Martin, Zachary	K-6 Teacher
Medina, Christina	K-6 Teacher
Sandoval, Cassandra	K-6 Teacher
Tracy, Melissa	K-6 Teacher

C. FIRST-YEAR PROBATIONARY

Beer, Rachel	K-6 Teacher Intern
Brown, Ashley	K-6 Teacher Intern
Campbell, Kelsey	School Nurse
Carrizales, Carl	K-6 Physical Education Teacher
Cruz, Juan Luis	K-8 Art Teacher Intern
Dill, Serena	K-6 Teacher
Fromme, Jeanne	Special Education Teacher Intern
Gonzalez, Eric	K-6 Physical Education Teacher Intern
Gramza, Luke	K-6 Teacher Intern
Hopper, Mariah	7-8 Teacher

FIRST-YEAR PROBATIONARY (Continued)

Johnson, Joshua	K-6 Teacher
Lopez Gonzalez, Gabriela	K-6 Teacher
Mangandi, Guadalupe	K-6 Teacher
Marroquin, Lisa	K-6 Teacher Intern
Martinez, Amy	7-8 Teacher Intern
Naranjo, Mayra	K-6 Teacher
Ponessa, Victoria	K-6 Special Education Teacher
Ramirez, Alicia	K-6 Teacher Intern
Ramos-Ramirez, Gisel	K-6 Teacher
Rangel-Lemus, Guadalupe	K-6 Teacher
Ribera, Kelli	K-6 Teacher
Rose, Kelcie	K-6 Teacher Intern
Royal, Margarita	K-6 Teacher
Schultze, Caitlyn	K-6 Physical Education Teacher Intern
Shanahan, Erin	TK Teacher
Silva, Virginia	K-6 Teacher Intern
Sippel, Kathryn	K-6 Teacher
Smart, Tommy	7-8 Teacher Intern
Tamayo-Alatorre, April	K-6 Special Education Teacher Intern
Thompson, Emily	K-6 Physical Education Teacher Intern
Thompson-Pedro, Sherrie	K-6 Teacher
Warner, Marissa	K-6 Teacher Intern
Williams Jr., Frederick	K-6 Teacher Intern
Zaragoza, Mario	K-6 Teacher

D. PROBATIONARY 0 – SHORT-TERM STAFF PERMIT (STSP)

Cruz, Gladys	K-6 Teacher
Garcia, Madison	K-6 Special Education Teacher
Haney, Jewelie	7-8 Teacher
Neumann, Amy	K-6 Teacher

E. TEMPORARY EMPLOYMENT

Alvarez-Vargas, Carmen	School Social Worker
Avalos, Anel	School Counselor
Borges, Dustine	School Psychologist
Calvillo, Maria	School Counselor
Gage, Cherish	School Nurse
Garcia, Angelica	School Social Worker
Gonzales, Margarita	School Counselor
Hernandez, Roxanna	School Counselor
Houser, Serena	School Counselor
Jones, Adrian	School Psychologist
Raeber, Gabriella	School Counselor
Sargent, Erica	School Counselor
Valero, Iselda	School Counselor
Xiong, Phoua	School Counselor
Zufelt, Sarah	School Nurse

THIS AGREEMENT, made and entered into this April 14, 2020 between the Trustees of Fresno Pacific University, hereinafter called the "TRUSTEES", on behalf of Fresno Pacific University, hereinafter called the "INSTITUTION", and Hanford Elementary School District hereinafter called the "AGENCY"

W I T N E S S E T H:

WHEREAS, the INSTITUTION provides WASC accredited a social work program, approved by the TRUSTEES which requires practicum experience and the use of community agencies and their facilities; and

WHEREAS, the AGENCY has facilities suitable for providing practicum experience for the INSTITUTION'S program, and

WHEREAS, it is to the mutual benefit of the parties hereto that students have opportunities to use the facilities of the AGENCY for their learning experience.

NOW, THEREFORE, in consideration of the covenants, conditions, and stipulations hereinafter expressed and in consideration of the mutual benefits to be derived therefrom, the parties hereto agree as follows:

I. AGENCY SHALL:

- a) Provide facilities as presently available and as necessary for the development and maintenance of a social work education practicum/field experience for students of the program.
- b) Maintain the AGENCY facilities used for the practicum/field experience in such a manner that said facilities shall conform to all requirements of applicable State Boards and/or Business and Professions Codes.
- c) Assure that staff is adequate in number and quality to insure safe and continuous management of the student program in cooperation with the INSTITUTION's instructor.
- d) Provide Instructors and students taking part in the field experience, whenever possible, other incidentals that may be mutually agreeable upon.
- e) Provide emergency first aid for any student who becomes sick or injured by conditions arising out of or in the course of said student's participation in the social work experience at the AGENCY. Provide medical examinations or other protective measure that may be required by the AGENCY.
- f) Have the right, after consultation with the INSTITUTION, to refuse to accept for further practicum/field experience any of the INSTITUTION'S students who in the AGENCY'S judgment, are not participating satisfactorily.

II. INSTITUTION SHALL:

- a) Designate the students who are enrolled in the program of the INSTITUTION to be assigned for practicum experience at the AGENCY, in such numbers as are mutually agreed to by both parties.
- b) Establish a rotational plan for the practicum/field experience by mutual agreement between appropriate representatives.
- c) Supervise all instruction and social work experience given at the AGENCY to the assigned students and provide the necessary instructors for the social work practicum/field experience as established under this agreement. Keep all attendance and academic records of students participating in said program.

INTERNSHIP AGREEMENT

Fresno Pacific University

Social Work Program

- d) Certify to AGENCY at the time each student first reports at AGENCY to participate in said program that said student will comply with all agreed upon health/background clearance and insurance requirements for students of the program.
- e) Advise student to be responsible and professional while in the AGENCY. Require every student to conform to all applicable AGENCY policies, procedures, and regulations, and all requirements and restrictions specified jointly by representatives of the INSTITUTION and AGENCY.
- f) In consultation and coordination with the AGENCY'S representatives, plan for the practicum/field experience to be provided to students under this agreement.
- g) In consultation and coordination with the AGENCY'S staff arrange for periodic conferences between appropriate representatives of the INSTITUTION and AGENCY to evaluate the practicum/field experience program.
- h) Provide any and all instructional materials and equipment required for the Program, unless otherwise agreed by the parties.
- i) Submit to the AGENCY a schedule of the days and times when students are expected to be at the Facility, subject to approval of the AGENCY.
- j) File with the appropriate department a statement or certificate that INSTITUTION is adequately insured for general liability that may arise out of its performance under this agreement.
- k) Ensure that each student in the Program procures and maintains in force during the term of this agreement, at the student's sole cost and expense, professional liability insurance in amounts reasonably necessary to protect the student against liability arising from any and all negligent acts or incidents caused by the student. Coverage under such professional liability insurance shall not be less than one million dollars (\$1,000,000) for each occurrence and one million dollars (\$1,000,000) in the aggregate. Such coverage is to be obtained from a carrier rated A or better by AM Best. INSTITUTION shall require each student in the Program to present evidence of his or her professional liability insurance.
- l) Comply with the provisions set forth in Exhibit A attached hereto and incorporated herein as though fully set forth.

III. GENERAL PROVISIONS:

- a) Students are volunteers of the AGENCY and are not entitled to worker's compensation coverage. The INSTITUTION will provide workers' compensation to students for injury or disease arising out of their use of the AGENCY'S facility while participating in the INSTITUTION'S program.
- b) This agreement shall become effective on the date of countersignature and shall continue for a period of five (5) years provided; however, it may be terminated by either party after giving the other party sixty (60) days advance written notice of its intention to so terminate.
- c) INSTITUTION shall be responsible for damages caused by the negligence of its officers, agents and employees occurring in the performance of this agreement. AGENCY shall be responsible for damages caused by the negligence of its elected officials, officers, agents and employees occurring in the performance of this agreement. It is the intention of INSTITUTION and AGENCY that the provision of this paragraph be interpreted to impose on each party responsibility for the negligence of their respective officers, agents and employees.
- d) There shall be no monetary obligation on the INSTITUTION or the AGENCY, one to the other.

INTERNSHIP AGREEMENT

Fresno Pacific University

Social Work Program

- e) This agreement may at anytime be altered, changed or amended by mutual agreement of the parties in writing. Additionally, this agreement is not legal and binding upon any of the parties concerned until signed by the INSTITUTION, and the AGENCY.
- f) As trainees, and solely for the purposes provided in this section, the students and instructors shall be considered members of the AGENCY's "workforce," as defined by the HIPAA regulations at 45 CFR §160.103, and shall be subject to AGENCY's policies protecting the confidentiality of personal health information, as well as any other confidential information that may arise out of performance of this agreement. AGENCY shall provide the students with substantially the same training that it provides to its employees for such purposes.

Any written notice given under this agreement shall be sent by registered mail to each address below:

Hanford Elementary School
District
714 N. White St.
Hanford, CA 93230

Fresno Pacific University,
Fresno
1717 S. Chestnut Ave.
Fresno, CA 93702

IN WITNESS WHEREOF, this agreement has been executed by and on behalf of the parties hereto, the day and year first above written and continue until 06/30/2022 or until terminated by either party giving written notice to the other.

INSTITUTION:

AGENCY:

FRESNO PACIFIC UNIVERSITY

**HANFORD ELEMENTARY SCHOOL
DISTRICT**

By: _____
(Signature)

By: _____
(Signature)

Title: _____

Title: _____

Date: _____

Date: _____

By: _____
(Signature)

Title: _____

Date: _____

Approved By: _____

Exhibits/Attachments:

PRACTICUM AGREEMENT
FOR FURNISHING FIELD TRAINING
FOR THE SCHOOL OF SOCIAL WORK

This Agreement is entered into between the Trustees of the California State University on behalf of San José State University, located at One Washington Square, San Jose, CA 95192 hereinafter called the (“the University”), and **Hanford Elementary School District**, located at **714 N. White St. Hanford, CA 93230**, hereinafter called the (“Facility”). The University and Facility are referred to collectively as the Parties.

Witnesseth:

WHEREAS, the Trustees have approved Bachelor of Arts in Social Work (“BASW”) and Masters of Social Work (“MSW”) Programs for the University and such programs require field work experience and the use of facilities; and

WHEREAS, it is to the mutual benefit of the parties hereto that students of the University’s Social Work Programs use facilities for their experience,

WHEREAS, the SOCIAL WORK PRACTICUM is an essential part of professional education for Social Work: an essential element of the practicum must be the inclusion of learning experiences that provide for students’ direct engagement in service activities. The intent of the Practicum is to enhance student learning within all areas of the curriculum. The Practicum should provide all students with opportunities for development, integration, and reinforcement of competence through performance in actual service situations. It should permit students to acquire and test skills relevant to emerging conditions of Social Work practice. The Practicum should also foster for all students the integration and reinforcement of knowledge, value and skill learning acquired through particular courses, with a focus on transcultural generalist practice and populations at-risk. In the Practicum the students should have an opportunity to delineate and comprehend questions for research which arise in the course of practice.

NOW, THEREFORE, in consideration of the covenants, conditions, and stipulations hereinafter expressed and in consideration of the mutual benefits to be derived therefrom, the parties hereto agree as follows:

I. FACILITY SHALL:

A. Permit each student who is designated by the University pursuant to Paragraph II. A below to receive field training experience at the Facility, and shall furnish, and permit such students and University instructors free access to appropriate facilities for field work experience.

B. It is expected, in accordance with the presently established values and goals of the University and School of Social Work, that placement facilities provide the following:

1. A field setting that offers the opportunity to serve various at-risk populations. This includes opportunities to work with clients who are oppressed, marginalized, and/or disenfranchised by virtue of their ethnicity, sexual orientation, socioeconomic status, immigration experience, age, and/or disability;

2. A setting that offers opportunities to students to examine their own commitment to these at-risk populations;
3. Setting that offers students opportunities to test, modify and integrate the ideas, concepts and values of the Social Work curriculum into their emerging professional selves; and
4. A setting that provides students with an opportunity to develop skills and practical knowledge by working with at-risk clients under the guidance of a skilled supervisor.

C. It is required that each Placement Facility shall:

1. Provide a learning experience that entails a commitment to service compatible with the values and ethics of the Social Work profession;
2. Provide a qualified field supervisor to be provided either by the agency or the School of Social Work. Assessment of qualifications will take into account professional education, commitment to the values of the Social Work profession, competence in practice, and interest and competence in teaching and supervising;
3. Accept the guiding principle that placement of not less than two (2) Social Work students is highly desirable from the educational perspective;
4. Make available suitable desk space, telephones, word processing facilities, supplies, transportation costs, clerical services and interviewing facilities. This provision may be waived under exceptional circumstances if the educational benefits resulting from a Practicum experience in a particular agency or setting could not be otherwise realized;
5. Provide sufficient structure for the necessary learning experience, i.e. acceptable field instruction, and proper assumption of responsibility by administration, staff, sponsor or constituency, when the Practicum is located in organizations in fields other than social welfare;
6. Provide periodic supervisory conferences and semester evaluations, and open communications between the setting, the field supervisor, and School must be satisfactorily met as spelled out by the School of Social Work in the Field Practicum Manual; and
7. Have the right, after consultation with the University, to refuse to accept for further experience any of the University's students who in the Facility's judgment are not participating satisfactorily in said program.
8. Facility is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". Facility is familiar with and informed about the Centers for Disease Control and Prevention ("CDC") current guidelines regarding COVID-19 as well as applicable federal, state, and local governmental directives regarding COVID-19. Facility, to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed or updated, Facility will take steps to comply with the modified, changed or updated guidelines or directives. If at any time, the Facility becomes aware that it is

not in compliance with CDC guidelines or an applicable governmental directive, it will notify the University of that fact.

II. TRUSTEES, THROUGH THE UNIVERSITY, SHALL:

- A. Designate the students who are enrolled in the San José State University's Practicum Programs of the School of Social Work to be assigned for field experience at the Facility, in such numbers as are mutually agreed to by both parties;
- B. Monitor all instruction for field work experience given at the Facility to the assigned students and provide the necessary Social Work instructor(s) when the Facility field supervisor is not a Social Worker;
- C. Keep all attendance and academic records of students participating in said Program;
- D. Require every student to conform to all applicable Facility policies, procedures, and restrictions specified jointly by representatives of the University and Facility; and
- E. Require University's School of Social Work instructors to notify Facility in advance of:
 - 1. Student(s) assigned to the facility.
 - 2. Student Schedules
 - 3. Changes in placement assignments

III. FACILITY AND UNIVERSITY SHALL AGREE AS FOLLOWS:

- A. THIS AGREEMENT will become effective as of the date of the last executed signature and shall remain in effect for a term of five (5) years, unless terminated sooner. Either party, after giving the other party 30 days advance written notice of its intention to so terminate, or for just cause, this agreement can be terminated immediately by either party.

Should either party terminate this agreement for any reason, the terms of this Agreement may remain in full force for those existing Student Interns and Staff Interns still participating in SJSU's MSW program for as long as they are enrolled as students of SJSU, and the University is satisfied that the Facility meets the Field Placement requirements of the MSW Program.

- B. In order to ensure the satisfaction of all, the student and the field supervisor must jointly formulate a practicum Contract to be submitted for approval by the Faculty Field Liaison and the Field Education Director of the BASW or MSW Program.

- C. Mutual Indemnification

SJSU shall indemnify, defend, and hold harmless Facility, its officers, agents and employees from any claim, liability, loss, injury or damage arising out of the performance of this Agreement by

SJSU and/or its agents, employees or subcontractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the Facility. SJSU shall reimburse Facility for all costs, attorneys' fees, expenses and liabilities incurred with respect to any claim or litigation for which SJSU is obligated to indemnify, defend and hold harmless Facility under this Agreement.

Facility shall indemnify, defend and hold harmless SJSU, its officers, agents and employees from any claim, liability, loss, injury or damage arising out of the performance of this Agreement by Facility and/or its agents, employees, subcontractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the SJSU. Facility shall reimburse SJSU for all costs, attorneys' fees, expenses and liabilities incurred with respect to any claim or litigation for which Facility is obligated to indemnify, defend and hold harmless SJSU under this Agreement.

The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities of this Agreement, provided that nothing shall require either party to disclose any documents, records or communications which are protected under the peer review privilege, the attorney-client privilege or the attorney work-product privilege. The provisions of this section shall survive the termination of this Agreement.

D. Insurance

Without limiting the indemnification of either party to this Agreement, each party shall maintain or cause to be maintained the following insurance coverage: (i) a policy of commercial general liability with limits of liability not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) annual aggregate; (ii) a policy of workers' compensation providing statutory coverage; and (iii) such other insurance or self-insurance as shall be necessary to insure it against any claim or claims for damages arising under the Agreement. Insurance afforded by the commercial general liability policy shall be endorsed to provide coverage to the other party of the Agreement as an additional insured. Each party to this Agreement shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. The requirements of this section may be satisfied by the provision of similar coverage through a self-insurance program.

E. Whole Agreement and Amendments. This Agreement contains the entire agreement between the Parties and shall not be modified, amended or supplemented, or any rights herein waived, unless such amendment or modification to this Agreement is (i) in writing; (ii) refers to this Agreement; and (iii) executed by an authorized representative of each Party. This Agreement supersedes any and all previous agreements, whether written or oral, between the Parties.

IN WITNESS WHEREOF, by signing below, each Party acknowledges its agreement with the terms and conditions of this Agreement and each signatory represents and warrants that he/she is authorized to sign on behalf of and to bind his/her Party to all of the terms and conditions of this Agreement.

FACILITY,

Agency Name _____

Authorized Signature _____

Print Name _____

Title _____

Date _____

SAN JOSE STATE UNIVERSITY, STRATEGIC SOURCING

San José State University

Authorized Signature _____

Print Name _____

Title _____

Date _____

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 08/01/2022

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 08/10/2022

ITEM:

Consider adoption of Resolution #01-23 that will allow the District to use piggyback contract from A-Z bus sales.

PURPOSE:

There are a variety of competitively bid contracts, piggyback contracts, and other arrangements that will allow the District to access certain pricing without the need for competitive bidding. The District feels that the various statewide solicitations will allow for better pricing and a saving of time that is needed to advertise for a variety of items.

FISCAL IMPACT:

The District has applications in the following potential programs and costs:

HVIP (no bus replacement required):

1 electric bus at the net cost of \$217,276.28.

San Joaquin Air Pollution Control District (requires a diesel bus to be replaced):

5 electric buses at the cost of \$26,697.16 /bus.

RECOMMENDATIONS:

Adopt Resolution #01-23 that will allow the District to use piggyback contract from A-Z bus sales.

HANFORD ELEMENTARY SCHOOL DISTRICT

RESOLUTION NO. 01-23

**APPROVAL OF ACQUISITION OF ELECTRIC BUSES
VIA PIGGYBACK CONTRACT FROM A-Z BUS SALES**

WHEREAS, the Governing Board (the “Board”) of the Hanford Elementary School District (the “District”) has determined that a true and very real need exists for the acquisition of electric buses for use in District transportation (the “Property”); and

WHEREAS, the governing board of a school district may under Section 20118 of the California Public Contract Code, without advertising for bids, if the board has determined it to be in the best interest of the district, authorize by contract, lease, requisition or purchase order, any public corporation or agency to lease data-processing equipment, purchase materials, supplies, equipment, automotive vehicles, tractors, services and other personal property for the district in the manner in which the public corporation is authorized by law to lease or purchase; and

WHEREAS, the Board has determined that it is in the best interest of the District to authorize the Property through a bid procured by the Waterford Unified School District under a contract awarded by the Waterford Unified School District in response to Piggyback Bid No. 01/22 (the “Piggyback Contract”); and

WHEREAS, the District has agreed to acquire the Property under the same pricing, terms and conditions as set forth in the Piggyback Contract; and

WHEREAS, the Board of the District has by this Resolution determined the need for the Property and authorized the purchase thereof at a proposed cost of \$457,632.70/bus; and

WHEREAS, the Board of the District has determined that this purchase is the most economical means for providing the Property to the District.

NOW, THEREFORE, the District Board hereby finds, determines, declares and resolves as follows:

Section 1. All of the recitals set forth above are true and correct and the Board so finds and determines.

Section 2. The Board hereby finds and determines the acquisition of the Property pursuant to Public Contract Code section 20118 to be in the best interest of the District.

Section 3. The Board hereby finds and determines the Piggyback Contract provides the most economical means for providing the Property to the District.

Section 4. The form of the Piggyback Contract by and between the Waterford Unified School District and A-Z Bus Sales, presented at this meeting and on file with the District, is hereby approved. The Superintendent or Superintendent’s designee is hereby authorized and directed, for and in the name of and on behalf of the District, to execute and deliver to A-Z Bus

Sales any and all documents necessary to complete the transaction contemplated hereunder with any such changes therein as such officer or person may require and approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 5. The Superintendent or Superintendent's designee is hereby authorized and directed to do any and all things and to execute and deliver any and all documents which they may, in consultation with legal counsel, deem necessary or advisable in order to consummate this transaction and otherwise carry out, give effect to and comply with the terms and intent of this Resolution.

Section 7. This Resolution shall be effective as of the date of its adoption.

APPROVED, PASSED AND ADOPTED by the Governing Board of the Hanford Elementary School District, Kings County, State of California, this 10th day of August, 2022, by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

President of the Governing Board of
Hanford Elementary School District

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 08/01/2022

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 08/10/2022

ITEM:

Consider approval of Request for Allowance of Attendance Because of Emergency Conditions (Form J-13A).

PURPOSE:

On December 17, 2022, there was a threat of a shooting conveyed through social media. Law enforcement was aware and increased staffing accordingly. As a result, several parents chose to keep their students home from school on December 17, 2022 resulting in a material decrease in attendance. Education Code 46392 and Form J-13A provide for the credit of attendance days whenever average daily attendance has been materially decreased (more than 10%) due to emergency conditions.

FISCAL IMPACT:

An approved waiver would increase attendance by 849.35 days of attendance resulting in a recovery in excess of \$60,000 in revenue.

RECOMMENDATIONS:

Approve the request for Allowance of Attendance Because of Emergency Conditions (Form J-13A).

CALIFORNIA DEPARTMENT OF EDUCATION
REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO EMERGENCY CONDITIONS
 FORM J-13A, REVISED DECEMBER 2017

SECTION A: REQUEST INFORMATION

- This form is used to obtain approval of attendance and instructional time credit pursuant to *Education Code (EC)* sections 41422, 46200, 46391, 46392 and *California Code of Regulations (CCR)*, Title 5, Section 428.
- Only schools that report Principal Apportionment average daily attendance (ADA) for the purpose of calculating a K–12 Local Control Funding Formula (LCFF) entitlement should submit this form.
- Refer to the instructions and frequently asked questions at <https://www.cde.ca.gov/fq/aa/pa/j13a.asp> for information regarding the completion of this form.

PART I: LOCAL EDUCATIONAL AGENCY (LEA)

LEA NAME:		COUNTY CODE:	DISTRICT CODE:	CHARTER NUMBER (IF APPLICABLE):
LEA SUPERINTENDENT OR ADMINISTRATOR NAME:				FISCAL YEAR:
ADDRESS:			COUNTY NAME:	
CITY:		STATE:	ZIP CODE:	
CONTACT NAME:	TITLE:	PHONE:	E-MAIL:	

PART II: LEA TYPE AND SCHOOL SITE INFORMATION APPLICABLE TO THIS REQUEST (Choose only one LEA type):

<input type="checkbox"/> SCHOOL DISTRICT Choose one of the following: <input type="checkbox"/> All district school sites <input type="checkbox"/> Select district school sites	<input type="checkbox"/> COUNTY OFFICE OF EDUCATION (COE) Choose one of the following: <input type="checkbox"/> All COE school sites <input type="checkbox"/> Select COE school sites	<input type="checkbox"/> CHARTER SCHOOL
--	---	--

PART III: CONDITION(S) APPLICABLE TO THIS REQUEST:

<input type="checkbox"/> SCHOOL CLOSURE: When one or more schools were closed because of conditions described in <i>EC</i> Section 41422. LCFF apportionments should be maintained and instructional time credited in Section B for the school(s) without regard to the fact that the school(s) were closed on the dates listed, due to the nature of the emergency. Approval of this request authorizes the LEA to disregard these days in the computation of ADA (per <i>EC</i> Section 41422) without applicable penalty and obtain credit for instructional time for the days and the instructional minutes that would have been regularly offered on those days pursuant to <i>EC</i> Section 46200, et seq. <input type="checkbox"/> There was a Declaration of a State of Emergency by the Governor of California during the dates associated with this request.
<input type="checkbox"/> MATERIAL DECREASE: When one or more schools were kept open but experienced a material decrease in attendance pursuant to <i>EC</i> Section 46392 and <i>CCR</i> , Title 5, Section 428. Material decrease requests that include all school sites within the school district must demonstrate that the school district as a whole experienced a material decrease in attendance. Material decrease requests for one or more but not all sites within the school district must show that each site included in the request experienced a material decrease in attendance pursuant to <i>EC</i> Section 46392 and <i>CCR</i> , Title 5, Section 428. The request for substitution of estimated days of attendance for actual days of attendance is in accordance with the provisions of <i>EC</i> Section 46392. Approval of this request will authorize use of the estimated days of attendance in the computation of LCFF apportionments for the described school(s) and dates in Section C during which school attendance was materially decreased due to the nature of the emergency. <input type="checkbox"/> There was a Declaration of a State of Emergency by the Governor of California during the dates associated with this request.
<input type="checkbox"/> LOST OR DESTROYED ATTENDANCE RECORDS: When attendance records have been lost or destroyed as described in <i>EC</i> Section 46391. Requesting the use of estimated attendance in lieu of attendance that cannot be verified due to the loss or destruction of attendance records. This request is made pursuant to <i>EC</i> Section 46391: <i>"Whenever any attendance records of any district have been lost or destroyed, making it impossible for an accurate report on average daily attendance for the district for any fiscal year to be rendered, which fact shall be shown to the satisfaction of the Superintendent of Public Instruction by the affidavits of the members of the governing board of the district and the county superintendent of schools, the Superintendent of Public Instruction shall estimate the average daily attendance of such district. The estimated average daily attendance shall be deemed to be the actual average daily attendance for that fiscal year for the making of apportionments to the school district from the State School Fund."</i>

CALIFORNIA DEPARTMENT OF EDUCATION
 REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO EMERGENCY CONDITIONS
 FORM J-13A, REVISED DECEMBER 2017

SECTION B: SCHOOL CLOSURE

☐ Not Applicable (Proceed to Section C)

PART I: NATURE OF EMERGENCY (Describe in detail.)

☐ Supplemental Page(s) Attached

PART II: SCHOOL INFORMATION (Use the supplemental Excel form at <https://www.cde.ca.gov/fg/aa/pa/j13a.asp> if more than 10 lines are needed for this request. Attach a copy of a school calendar. If the request is for multiple school sites, and the sites have differing school calendars, attach a copy of each different school calendar to the request.)

A	B	C	D	E	F	G	H	I
School Name	School Code	Site Type	Days in School Calendar	Emergency Days Built In	Built In Emergency Days Used	Date(s) of Emergency Closure	Closure Dates Requested	Total Number of Days Requested

PART III: CLOSURE HISTORY (List closure history for all schools in Part II. Refer to the instructions for an example.)

A	B	C	D	E	F
School Name	School Code	Fiscal Year	Closure Dates	Nature	Weather Related Yes/No

CALIFORNIA DEPARTMENT OF EDUCATION
REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO EMERGENCY CONDITIONS
 FORM J-13A, REVISED DECEMBER 2017

SECTION C: MATERIAL DECREASE

☐ Not Applicable (Proceed to Section D)

PART I: NATURE OF EMERGENCY (Describe in detail.)

☐ Supplemental Page(s) Attached

PART II: MATERIAL DECREASE CALCULATION (Use the supplemental Excel file at <https://www.cde.ca.gov/fq/aa/pa/j13a.asp> if more than 10 lines are needed for this request. Refer to the instructions for information on completing the form including the definition of "normal" attendance.)

A	B	C	D	E	F	G*	H
School Name	School Code	"Normal" Attendance (October/May)	Dates Used for Determining "Normal" Attendance	Date of Emergency	Actual Attendance	Qualifier: 90% or Less (F/C)	Net Increase of Apportionment Days (C-F)
			-				
			-				
			-				
			-				
			-				
			-				
			-				
			-				
			-				
			-				
Total:							

PART III: MATERIAL DECREASE CALCULATION FOR CONTINUATION HIGH SCHOOLS (Provide the attendance in hours. Use the supplemental Excel file at <https://www.cde.ca.gov/fq/aa/pa/j13a.asp> if more than 5 lines are needed for this request. Refer to the instructions for information on completing the form including the definition of "normal" attendance.)

A	B	C	D	E	F	G*	H
School Name	School Code	"Normal" Attendance Hours	Date Used for Determining "Normal" Attendance	Date of Emergency	Actual Attendance Hours	Qualifier: 90% or Less (F/C)	Net Increase of Hours (C-F)
Total:							

*Qualifier should be 90% or less except when the governor declares a state of emergency or in the case of a Necessary Small School (NSS) site.

CALIFORNIA DEPARTMENT OF EDUCATION
REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO EMERGENCY CONDITIONS, FORM J-13A (REVISED DECEMBER 2017)
SUPPLEMENTAL FORM
SECTION C - PART II: MATERIAL DECREASE CALCULATION

LEA NAME:

Hanford Elementary School District

FISCAL YEAR: 2021-2022

Refer to the instructions and frequently asked questions at <https://www.cde.ca.gov/fq/aa/pa/j13a.asp> for information regarding the completion of this form. Before printing, select and hide all unused rows. Contact CDE if the request requires more than the allotted rows.

A	B	C	D	E	F	G	H
School Name	School Code	"Normal" Attendance (October/May)	Dates Used for Determining "Normal" Attendance	Date of Emergency	Actual Attendance	Qualifier: 90% or Less (F/C)	Net Increase of Apportionment Days (C-F)
George Washington Elementary	6108815	415.00	10/4/21 – 10/29/21	12/17/21	325	78.31%	90.00
Hamilton Elementary	0110981	367.47	10/4/21 – 10/29/21	12/17/21	330	89.80%	37.47
Lee Richmond Elementary	6010409	368.26	10/4/21 – 10/29/21	12/17/21	338	91.78%	30.26
Lincoln Elementary	6010417	321.26	10/4/21 – 10/29/21	12/17/21	265	82.49%	56.26
Martin Luther King Jr. Elementary	6113609	553.68	10/4/21 – 10/29/21	12/17/21	440	79.47%	113.68
Monroe Elementary	6010425	569.00	10/4/21 – 10/29/21	12/17/21	481	84.53%	88.00
Roosevelt Elementary	6010433	455.95	10/4/21 – 10/29/21	12/17/21	370	81.15%	85.95
John F. Kennedy Junior High	6112379	504.68	10/4/21 – 10/29/21	12/17/21	417	82.63%	87.68
Joseph M. Simas Elementary	6118798	468.53	10/4/21 – 10/29/21	12/17/21	418	89.22%	50.53
Woodrow Wilson Junior High	6010458	502.84	10/4/21 – 10/29/21	12/17/21	335	66.62%	167.84
Jefferson Academy	6010391	470.68	10/4/21 – 10/29/21	12/17/21	429	91.14%	41.68
Hanford Elementary Community Day	6118459	6.57	10/4/21 – 10/29/21	12/17/21	12	182.65%	0.00
TOTAL		5003.92			4160		849.35

CALIFORNIA DEPARTMENT OF EDUCATION
REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO EMERGENCY CONDITIONS
FORM J-13A, REVISED DECEMBER 2017

SECTION D: LOST OR DESTROYED ATTENDANCE RECORDS

☐ Not Applicable (Proceed to Section E)

PART I: PERIOD OF REQUEST The entire period covered by the lost or destroyed records commences with _____ up to and including _____.

PART II: CIRCUMSTANCES (Describe below circumstances and extent of records lost or destroyed.)

PART III: PROPOSAL (Describe below the proposal to reconstruct attendance records or estimate attendance in the absence of records.)

CALIFORNIA DEPARTMENT OF EDUCATION
REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO EMERGENCY CONDITIONS
 FORM J-13A, REVISED DECEMBER 2017

SECTION E: AFFIDAVIT

PART I: AFFIDAVIT OF SCHOOL DISTRICT, COUNTY OFFICE OF EDUCATION, OR CHARTER SCHOOL GOVERNING BOARD MEMBERS – All applicable sections below must be completed to process this J-13A request.

We, members constituting a majority of the governing board of _____, hereby swear (or affirm) that the foregoing statements are true and are based on official records.

Board Members Names

Board Members Signatures

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

At least a majority of the members of the governing board shall execute this affidavit.

Subscribed and sworn (or affirmed) before me, this _____ day of _____, _____.

Witness: _____ Title: _____ of _____ County, California
 (Name) (Signature)

PART II: APPROVAL BY SUPERINTENDENT OF CHARTER SCHOOL AUTHORIZER (Only applicable to charter school requests)

Superintendent (or designee): _____ Authorizing LEA Name: _____
 (Name) (Signature)

PART III: AFFIDAVIT OF COUNTY SUPERINTENDENT OF SCHOOLS

The information and statements contained in the foregoing request are true and correct to the best of my knowledge and belief.

County Superintendent of Schools (or designee): _____
 (Name) (Signature)

Subscribed and sworn (or affirmed) before me, this _____ day of _____, _____.

Witness: _____ Title: _____ of _____ County, California
 (Name) (Signature)

COE contact/individual responsible for completing this section:

Name: _____ Title: _____ Phone: _____ E-mail: _____



PARKER SEVER, CHIEF OF POLICE

425 N Irwin Street
Hanford, CA 93230
(559)585-2540

City of **H A N F O R D**
HANFORD POLICE DEPARTMENT

To: David Endo, Hanford Elementary School District

From: Sgt. Jason Gustin

RE: Tik Tok Challenge 12/17/2021

Mr. Endo,

Good afternoon. I am writing this letter to outline the incident that unfolded in the city of Hanford on Friday, 12/17/2021 and the Hanford Police Department's response to this situation.

During the week of 12/13/21, Hanford Police became aware of a Tik Tok Challenge that was circulating on social media. The challenge was encouraging people to commit a "School Shooting" on Friday, 12/17/21. The Tik Tok video was gaining popularity and was circulating throughout the country.

Our school resource officers began hearing concerns from their school administration, students, and parents about the challenge, fearing someone may attempt the challenge at our local Hanford schools.

In response to this concern, we elected to increase our staffing levels significantly on 12/17. We assigned seven officers in addition to our seven School Resource Officers to be stationed throughout each of the Hanford high schools, middle schools, and select elementary schools. We also assigned two marked patrol units to drive around between each of the Hanford campuses throughout the day.

There were no incidents reported at any of the schools on that day, although it required a significant allocation of Hanford Police Department resources in order to ensure each of the schools remained safe and secure.

Thank You.

Respectfully,

Sgt. Jason Gustin

Chief Parker Sever

From: [Gabler, Joy](#)
To: [Endo, David](#)
Cc: [Strickland, Jason](#)
Subject: FW: CDE Actions Regarding Threats Against Schools on Social Media
Date: Friday, December 17, 2021 12:02:45 PM

[Here's one from the CDE...](#)

From: CDE Communications <COMMUNICATIONS@cde.ca.gov>
Sent: Thursday, December 16, 2021 5:29 PM
To: Gabler, Joy <jgabler@hanfordesd.org>
Subject: [superintendents-district] CDE Actions Regarding Threats Against Schools on Social Media

[EXTERNAL EMAIL] This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear County and District Superintendents and Charter School Administrators:

The California Department of Education (CDE) is aware of threats of violence against schools circulating on TikTok and other social media platforms. We understand that this is a statewide as well as a national issue, and State Superintendent Thurmond has been in touch with the California Highway Patrol to assess the situation and as a precautionary measure of security for our schools.

The CDE continues to monitor the situation, and we have also been in touch with the Governor's Office of Emergency Services (CalOES) to provide additional safety measures and resources to our school districts as needed.

To report any suspicious activity to the state, please contact a Fusion Center and submit a Suspicious Activity Report. Go to the California State Threat Assessment System website at <https://calstas.org/>. Click on REPORTING. This will take you to a reporter map. Click on your county, and a reporting form will come up. Additionally, each Fusion Center's phone number is listed on the reporting page.

We are advising that students should take care not to repost threats as they create a cycle of fear and can complicate law enforcement investigations. We are asking schools to remain vigilant and to contact local law enforcement agencies if they have any concerns. The CDE also encourages our schools to ensure counselors or mental health professionals are available for students who would like to speak to someone. Districts should be in touch with the CDE if they need additional resources.

Sincerely,

Mary Nicely, Chief Deputy Superintendent of Public Instruction
 California Department of Education

From: [Gabler, Joy](#)
To: [Endo, David](#)
Cc: [Strickland, Jason](#)
Subject: FW: Information from the Governor's office regarding possible threats to schools
Date: Friday, December 17, 2021 12:03:01 PM

[Here's one from ACSA](#)

From: ACSA <acsagroup@acsa.org>
Sent: Thursday, December 16, 2021 3:35 PM
To: Gabler, Joy <jgabler@hanfordesd.org>
Subject: Information from the Governor's office regarding possible threats to schools

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[View this email in your browser](#)

ACSA Members:

Governor Gavin Newsom's office has alerted us that the FBI has received multiple social media notifications indicating several school districts across the country, including California, have received bomb and shooting threats planned for December 17, 2021. Reports of these threats are circulating on multiple social media platforms (TikTok, Instagram, Facebook, etc.). As a result, schools in multiple states have increased their police presence for today and tomorrow out of an abundance of caution.

This information was provided to the Governor's office by the FBI's Office of Partner Engagement.

Cal Office of Emergency Services has engaged with the local state sheriffs and local police chiefs/school police (specifically those tied to identified school districts). ACSA will be coordinating with the Governor's office and will disseminate any additional information as it becomes available.