

# Hanford Elementary School District

## REGULAR BOARD MEETING AGENDA

Wednesday, October 26, 2022  
HESD District Office Board Room  
714 N. White Street, Hanford, CA

### OPEN SESSION

5:30 p.m.

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

### CLOSED SESSION

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

#### **Administrative Panel Recommendations**

Case# 23-04 Kennedy

### OPEN SESSION

5:45 P.M.

Take action on closed session items

### 5:30 P.M. PUBLIC HEARING: Independent Study Program (Rubalcava)

#### 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 October 5, 2022; October 7, 2022; October 12, 2022 and October 14, 2022.
- b) Approve minutes of Regular Board Meeting held on October 12, 2022.
- c) Approve interdistrict transfers as recommended.

- *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.*

### **3. INFORMATION ITEMS**

- a) Receive for information the first William's Quarterly Report (Gabler)
- b) Receive for information a presentation on the HESD Smarter Summative Test Results from 2021-2022 (Rubalcava)
- c) Receive for information the monthly financial report for the period of 07/01/2022-09/30/2022 (Endo)

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

- a) Consider for approval the change of order number 6 for the Roosevelt Modernization Project (Potter)
- b) Consider for approval of the contract with Stephen Hahn Inspection Services for the Woodrow Wilson locker room & gym HVAC project (Potter)
- c) Consider for approval the architectural services agreement with Mangini Associates, Inc. for the new walk-in refrigerator/freezer at the district kitchen (Potter)
- d) Consider for approval the contract with Stephen Hahn Inspection Services for the JFK locker room HVAC project (Potter)
- e) Consider for approval the following revised Board Policy and Administrative Regulation: (Rubalcava)
  - BP/AR 6158 – Independent Study

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

#### **a) Employment**

##### Classified

- Maribel Gonzalez Salas, Yard Supervisor – 3.5 hrs., Simas, effective 10/13/22
- Gina Jundt, Yard Supervisor – 1.5 hrs., Roosevelt, effective 10/3/22
- Militza Mendoza, Special Education Aide – 5.0 hrs., Simas, effective 10/5/22
- Brentny Miller, Yard Supervisor – 1.5 hrs., Roosevelt, effective 10/3/22
- Olga Ramirez, Yard Supervisor – 3.5 hrs., Roosevelt, effective 10/3/22

##### Classified Temps/Sub

- Haillee Larios, Substitute Yard Supervisor, effective 10/5/22
- Leann Palk, Substitute Yard Supervisor, effective 10/10/22
- Rosa Rios de Gonzalez, Substitute Food Service Worker I, effective 10/4/22

##### More Hours/Days

- Sara Lira, from Yard Supervisor – 2.5 hrs., King to Yard Supervisor – 3.5 hrs., King, effective 10/10/22

##### Short Term Classified

- Wendy Avila, Short-Term Yard Supervisor – 3.5 hrs., Monroe, effective 10/18/22-11/18/22
- Alicia Sanchez, Short-Term Yard Supervisor – 2.25 hrs., Richmond, effective 10/3/22-11/18/22

#### **b) Resignations**

- Sheila Dizon, Licensed Vocation Nurse – 8.0 hrs., Jefferson, effective 10/21/22
- David Estrella, Bus Driver – 4.5 hrs., Transportation, effective 10/31/22
- Jeri Higdon, Substitute Classified Personnel Manager, effective 11/18/21
- Valerie Lewis, Substitute Yard Supervisor, effective 8/9/22
- Carmen Aurora Pimentel, Substitute READY Program Tutor, Special Circumstances Aide and Special Education Aide, effective 8/26/22
- Laura Salazar, READY Program Tutor – 4.5 hrs., Richmond, effective 10/14/22

- Shelby Tobin, Substitute READY Program Tutor, effective 8/23/22

c) Volunteers

<u>Name</u>	<u>School</u>
Beatriz Montes	DO
Patricia Diaz	Jefferson
Angelica Hernandez	Jefferson
Jessica Kennedy	Jefferson
Karla Ruby Magana	Jefferson
Jose Vargas	Jefferson
Joyce Martinez	JFK
Marianna Torres	JFK
Moriah Avila Gomes	King
Vanessa Oseguera	King
Erika Alfaro-Meza	Lincoln
Skyeler Shimmin	Lincoln
Lily Chen	Monroe
James Landolt	Monroe
Lorena Miranda	Monroe
Christian Nuno	Monroe
Shelby Pappis Wilson	Monroe
Alex Santiago	Monroe
Maria Guadalupe Lopez Torres	Richmond
Alicia Sanchez	Roosevelt
Josefine White	Roosevelt
AnnaLisa Bosuego	Simas
Kevin Thomas Cawley	Simas
Christopher Davis	Simas
Sandra Garcia	Simas
Crystal Lopez	Simas
Edward Popper	Simas
Tanzelica Stacher	Simas
Robert Chandler	Simas

**6. FINANCIAL (Endo)**

- a) Consider for adoption Resolution #09-23: Piggyback Contract from A-Z Bus Sales

**ADJOURN MEETING**

HANFORD ELEMENTARY SCHOOL DISTRICT  
AGENDA REQUEST FORM

TO: Joy Gabler  
FROM: Jay Strickland  
DATE: October 17, 2022

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

Date you wish to have your item considered: October 26, 2022

ITEM: Administrative Panel Recommendations

PURPOSE:  
Case# 23-04 - Kennedy

## HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Joy Gabler

FROM: Jill Rubalcava

DATE: 10/11/2022

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

FOR: ☒ Information  
☐ Action

Date you wish to have your item considered: October 26th, 2022

**ITEM:** Pulic Hearing on Independent Study as an optional instructional alternative strategy for students.

**PURPOSE:** According to BP 6158, the governing board shall hold a public hearing to consider the scope of the current independent study program according to requirements listed in BP 6158 and Education Code 51747; 5CCR 11701

**FISCAL IMPACT:** none

**RECOMMENDATIONS:** Receive information, input, and discussion regarding HESD's Independent Study Program.

## **PUBLIC NOTICE HEARING**

### **HESD Independent Study Program**

In accordance with BP 6158, Hanford Elementary School District shall hold a public hearing to review and consider the scope of its existing or prospective use of independent study as an instructional strategy, its purposes in authorizing independent study, and factors bearing specifically on the maximum realistic lengths of assignments and acceptable number of missed assignments for specific populations of students. (Education Code 51747; 5 CCR 11701)

Place: Hanford Elementary School District Office Board Room

714 N White Street Hanford, California 93230

Date: October 26, 2022

Time: 5:30 p.m.

At the public hearing, the Board of Trustees of the Hanford Elementary School District will review and consider the scope of its existing or prospective use of independent study as an instructional strategy, its purposes in authorizing independent study, and factors bearing specifically on the maximum realistic lengths of assignments and acceptable number of missed assignments for specific populations of students. The Board of Trustees of the Hanford Elementary School District will determine through approval of revised BP 6158, that they have reviewed and considered the scope of the program, purposes for authorizing, and factors related to assignment parameters for students. (Education Code 51747; 5 CCR 11701)

Any inquiries regarding this matter should be directed to:

Jill Rubalcava Assistant Superintendent of Curriculum, Instruction and Professional Development

Hanford Elementary School District

714 N. White Street P.O. Box 1067 Hanford, CA 93232

(559) 585-3672

Posted: October 12<sup>th</sup>, 2022

## HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Joy C. Gabler

FROM: David Endo

DATE: 10/17/2022

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

FOR: ☐ Information  
☒ Action

Date you wish to have your item considered: 10/26/2022

**ITEM:**

Consider approval of warrants.

**PURPOSE:**

The administration is requesting the approval of the warrants as listed on the registers dated: 10/05/22, 10/07/22, 10/12/22 and 10/14/22.

**FISCAL IMPACT:**

See attached.

**RECOMMENDATIONS:**

Approve the warrants.

13 Hanford Elementary School District

**Warrant Register For Warrants  
Dated 10/05/2022**

Page 1 of 1

10/7/2022 7:40:21AM

Warrant Number	Vendor Number	Vendor Name	Amount
12697119	1179	CALPERS – Travel/Conference	\$499.00
<b>Total Amount of All Warrants:</b>			<b>\$499 . 00</b>



## Warrant Register For Warrants Dated 10/07/2022

Warrant Number	Vendor Number	Vendor Name	Amount
12697273	14	ACSA – Membership Dues	\$1,895.64
12697274	7810	AMERICA'S BEST VALUE INN – Other Services	\$648.00
12697275	59	ARAMARK UNIFORM & CAREER – Other Services	\$3,621.16
12697276	91	AUTOMATED OFFICE SYSTEMS – Services/Repair	\$8,096.35
12697277	3067	KAREN BELT – Reimburse-Materials/Supplies	\$100.00
12697278	3654	JOSEFA BUSTOS-PELAYO – Reimburse-Mileage	\$46.69
12697279	5490	CABE 2018 – Other Services	\$1,000.00
12697280	304	NICK CHAMPI ENTERPRISES INC. – Materials/Supplies	\$157.09
12697281	1833	COALITION FOR ADEQUATE HOUSING - Membership Dues	\$715.00
12697282	8053	TERESA COOK – Reimburse-Other Services	\$37.00
12697283	1794	CREATIVE COMMUNICATIONS – Books	\$510.55
12697284	8054	CHRISTOPHER DAVIS – Reimburse-Other Services	\$25.00
12697285	4893	DISCOVERY EDUCATION – Other Services	\$39,856.50
12697286	8032	ADELA ESPERICUETA – Reimburse-Mileage	\$157.50
12697287	7462	FOUNDATION FOR CALIFORNIA – Travel/Conference	\$600.00
12697288	8055	JASON FRANK – Reimburse-Other Services	\$25.00
12697289	7965	JEANNIE FROMME – Reimburse-Materials/Supplies	\$30.42
12697290	1393	GAS COMPANY – Utilities	\$978.70
12697291	7673	STEPHEN L. HAHN INSPECTIONS – Richmond/Roosevelt Mod Projects	\$8,250.00
12697292	506	HAND2MIND INC – Materials/Supplies	\$473.98
12697293	7592	HANFORD SENTINEL – Other Services	\$119.62
12697294	3512	BETHANY HANKE – Reimburse-Materials/Supplies	\$200.00
12697295	5513	HARMINI HERNANDEZ – Reimburse-Materials/Supplies, Mileage	\$79.74
12697296	5855	HOBBY LOBBY – Materials/Supplies	\$1,453.31
12697297	2188	THE HOME DEPOT PRO – Materials/Supplies	\$539.31
12697298	5264	HOUGHTON MIFFLIN HARCOURT – Other Services, Materials/Supplies	\$2,634.99
12697299	7748	INKHEAD – Materials/Supplies	\$3,160.86
12697300	7457	KG COMMUNICATIONS INC. – Other Services	\$1,174.45
12697301	986	LAWNMOWER MAN – Materials/Supplies	\$518.01
12697302	838	LAWRENCE TRACTOR COMPANY – Materials/Supplies	\$37.05
12697303	5570	MATELOT GULCH MINING – MLK Study Trip	\$50.00
12697304	3373	MARICELA MENDOZA – Reimburse-Materials/Supplies	\$200.00
12697305	977	ORAL MICHAM INC – Roosevelt Modernization Project	\$93,917.22
12697306	977	ORAL MICHAM INC – Richmond Modernization Project	\$124,588.17
12697307	8015	MISSION BANK – Roosevelt Modernization Project	\$4,943.02
12697308	8015	MISSION BANK – Richmond Modernization Project	\$6,557.28
12697309	3910	CHRISTINA MORA – Advance-Travel/Conference, Mileage	\$618.88
12697310	1058	ODP BUSINESS SOLUTIONS LLC – Materials/Supplies, Warehouse Inventory	\$3,213.72
12697311	8057	LEANN PALK – Reimburse-Other Services	\$25.00
12697312	7991	PARENTSQUARE INC – Other Services	\$27,000.00
12697313	4088	ESTHER PHELPS – Reimburse-Materials/Supplies	\$43.19
12697314	8056	MARIA REYNA – Reimburse-Mileage	\$30.00
12697315	7485	RIVERSIDE COMMUNITY CARE INC. – Other Services	\$900.00
12697316	2646	JILL RUBALCAVA – Reimburse-Materials/Supplies	\$144.30
12697317	7935	CARRIE RUMPAK – Refund-PERS	\$16.72
12697318	6328	SAM ACADEMY – Lincoln Study Trip	\$1,950.00
12697319	7905	LATARSHA SHEARS-EVANS – Reimburse-Mileage	\$97.50
12697320	1392	SOUTHERN CALIFORNIA EDISON CO. – Utilities	\$30,281.58

# Warrant Register For Warrants

## Dated 10/07/2022

Warrant Number	Vendor Number	Vendor Name	Amount
12697321	1404	STANISLAUS FOUNDATION – ADMIN – Health/Welfare Benefits	\$2,808.75
12697322	4381	STAPLES - BUSINESS ADVANTAGE – Materials/Supplies, Warehouse	\$3,587.78
12697323	6933	CHRISTINE STOKES – Reimburse-Materials/Supplies	\$93.79
12697324	2277	BRIAN STONE – Reimburse-Materials/Supplies	\$101.25
12697325	1558	VERIZON WIRELESS – Telephone Communications	\$2,524.80
12697326	7966	DANAE WILLIAMS-LOFTIS – Reimburse-Mileage	\$52.25
12697327	8029	BRANDON YELDER – Reimburse-Mileage	\$66.50

**Total Amount of All Warrants:**

**\$380,953.62**

**Credit Card Register For Payments**  
**Dated 10/07/2022**

Document Number	Vendor Number	Vendor Name	Amount
14034276	5428	CONSERV FLAG COMPANY – Materials/Supplies	\$63.48
14034277	831	LAKESHORE LEARNING MATERIALS – Materials/Supplies	\$2,565.33
14034278	4276	LEARNING A-Z – Other Services	\$2,280.00
14034279	1147	POSITIVE PROMOTIONS – Materials/Supplies	\$1,507.14
14034280	1326	SCHOOL SERVICES OF CALIF. INC. – Travel/Conference	\$275.00
14034281	5989	THUNDERPOWER MEGAPHONES – Materials/Supplies	\$394.12
<b>Total Amount of All Credit Card Payments:</b>			<b>\$7,085.07</b>

**Warrant Register For Warrants  
Dated 10/12/2022**

Warrant Number	Vendor Number	Vendor Name	Amount
12697699	5304	KONA ICE OF KINGS COUNTY – Materials/Supplies	\$675.00
<b>Total Amount of All Warrants:</b>			<b>\$675 . 00</b>

## Warrant Register For Warrants Dated 10/14/2022

Warrant Number	Vendor Number	Vendor Name	Amount
12697850	4566	ALLIED STORAGE CONTAINERS – Services/Repair	\$182.33
12697851	6306	KAREN ALVARADO – Reimburse-Mileage	\$102.56
12697852	6431	AMAZON.COM – Materials/Supplies, Books	\$9,145.06
12697853	59	ARAMARK UNIFORM & CAREER – Food Services-Other Services	\$116.40
12697854	59	ARAMARK UNIFORM & CAREER – Food Services-Other Services	\$174.15
12697855	7230	ARDENT GENERAL INC – Roosevelt Modernization Project	\$207,490.09
12697856	6253	AT&T – Telephone Communications	\$2,553.65
12697857	4983	B & H PHOTO-VIDEO – Other Services	\$647.19
12697858	4119	KRISTINA BALDWIN – Reimburse-Other Services	\$79.00
12697859	6112	JENNIFER BAYS – Reimburse-Materials/Supplies	\$68.09
12697860	7399	BIMBO BAKERIES USA – Food Services-Food	\$1,100.82
12697861	6658	BRICKS4KIDZ – Other Services	\$1,260.00
12697862	7283	CA DEPT OF TAX & FEE ADMINISTRATION – Materials/Supplies	\$24.00
12697863	267	CORINA CARRERA – Food Services-Mileage Reimbursement	\$5.87
12697864	6468	NICOLE CARTLEDGE – Reimburse-Materials/Supplies	\$114.63
12697865	2986	JOSEFINA L. CAVANAUGH – Reimburse-Materials/Supplies	\$144.75
12697866	6552	CHILDREN'S STORYBOOK GARDEN – MLK, Monroe, Washington Study Trip	\$2,640.00
12697867	7985	COAST TROPICAL – Food Services-Food	\$5,159.75
12697868	7972	ALMA CONTRERAS – Food Services-Mileage Reimbursement	\$23.37
12697869	3426	TERESA COYT – Food Services-Mileage Reimbursement	\$13.25
12697870	8061	CRUMBL HANFORD – Materials/Supplies	\$92.61
12697871	8048	CUMMINGS FARMS – Lincoln READY Study Trip	\$512.00
12697872	405	DASSEL'S PETROLEUM INC. – Food Services-Materials/Supplies	\$740.62
12697873	427	DIDAX – Materials/Supplies	\$687.49
12697874	4815	DIGITECH INTEGRATIONS INC – Materials/Supplies	\$321.71
12697875	7986	EVERBRITE INVESTMENT CO – Materials/Supplies	\$495.50
12697876	6708	FIGARO'S MEXICAN GRILL – Materials/Supplies	\$184.31
12697877	528	FOCUS PACKAGING & SUPPLY CO – Warehouse Inventory	\$346.42
12697878	7317	FORENSIC ANALYTICAL SERVICES INC. – Richmond Modernization II	\$6,620.00
12697879	6862	CRYSTAL FOSTER – Reissue Reimburse-Other Services	\$14.95
12697880	3479	FRESNO RACK AND SHELVING CO. INC. – Materials/Supplies	\$639.27
12697881	591	GOLD STAR FOODS – Food Services-Food	\$1,312.09
12697882	6573	IXL LEARNING – Other Services	\$48,267.00
12697883	7412	AUDRA JAURIGUI – Food Services-Mileage Reimbursement	\$23.87
12697884	8062	CITLALI JIMENEZ-GARCIA – Food Services-Mileage Reimbursement	\$39.06
12697885	2062	JOHN'S INCREDIBLE PIZZA – Washington Field Trip	\$1,397.14
12697886	5990	KELLER FORD – Equipment	\$47,197.58
12697887	8068	RUDY LOPEZ – Reimburse-Other Services	\$25.00
12697888	6657	FRANK LOURENCO – Reimburse-Other Services	\$60.00
12697889	4746	MONICA MALDONADO-HUBANKS – Reissue Reimburse-Materials/Supplies	\$26.81
12697890	4704	KELLEY MAYFIELD – Reimburse-Mileage	\$46.88
12697891	2909	MARCELA NICOLE NASH – Reimburse-Mileage	\$86.56
12697892	5111	P & R PAPER SUPPLY COMPANY INC – Food Services-Materials/Supplies	\$11,848.48
12697893	7765	PANORAMA EDUCATION INC – Other Services	\$6,750.00
12697894	6732	JULEE PIRES – Reimburse-Materials/Supplies	\$200.00
12697895	1168	PRODUCERS DAIRY PRODUCTS – Food Services-Food	\$32,980.40
12697896	1182	JULIE PULIS – Reissue Reimburse-Materials/Supplies	\$20.85
12697897	1188	QUILL LLC – Materials/Supplies	\$70.77

## Warrant Register For Warrants Dated 10/14/2022

Warrant Number	Vendor Number	Vendor Name	Amount
12697898	8035	RAY TRINIDAD MPACT PEOPLE INC – Other Services	\$4,300.00
12697899	6768	REPTILE RON ANIMAL PRESENTATIONS – Other Services	\$450.00
12697900	5898	ANNELIESE ROA – Food Services-Travel/Conference	\$508.38
12697901	1253	ROBINSON'S INTERIORS INC. – Materials/Supplies	\$18,835.00
12697902	7693	REGINA SANTIAGO – Food Services-Mileage Reimbursement	\$3.06
12697903	3569	WENDI SANTIMORE – Food Services-Mileage Reimbursement	\$88.50
12697904	1303	SAVE MART SUPERMARKETS – Food Services-Food	\$533.31
12697905	7979	SENSORY ROCK LLC – Study Trips	\$4,400.00
12697906	3131	SHERWIN-WILLIAMS CO – Materials/Supplies	\$532.90
12697907	1374	SMART & FINAL STORES (HFD DO) – Materials/Supplies	\$531.46
12697908	1801	SMART & FINAL STORES (HFD KIT) – Food Services-Food	\$275.43
12697909	8064	DANIELLE SOLORIO – Reimburse-Other Services	\$35.00
12697910	1392	SOUTHERN CALIFORNIA EDISON CO. – Utilities	\$47,395.96
12697911	1403	STANISLAUS FOUNDATION – DENTAL – Health/Welfare Benefits	\$18,198.06
12697912	2277	BRIAN STONE – Reimburse-Materials/Supplies	\$85.22
12697913	1444	SYSCO FOODSERVICES OF MODESTO – Food Services-Food	\$46,762.62
12697914	3665	THE TECH INTERACTIVE – JFK Study Trip	\$1,754.00
12697915	3665	THE TECH INTERACTIVE – JFK Study Trip	\$1,754.00
12697916	1466	TERMINIX INTERNATIONAL – Services	\$898.00
12697917	2233	TERMINIX PROCESSING CENTER – Services	\$7,706.00
12697918	7328	MIRIAM THOMPSON – Food Services-Mileage Reimbursement	\$23.37
12697919	3154	UPS – Postage	\$12.04
12697920	1554	SONIA VELO – Reimburse-Mileage	\$92.50
12697921	7022	NORMA ZUNIGA – Reissue Reimburse-Materials/Supplies	\$16.02

**Total Amount of All Warrants:**

**\$547,243.16**

**Credit Card Register For Payments  
Dated 10/14/2022**

Document Number	Vendor Number	Vendor Name	Amount
14034320	5184	DRISKELL'S APPLIANCE – Materials/Supplies	\$886.93
14034321	5840	KELLY SPICERS STORES – Materials/Supplies	\$2,068.70
14034322	1214	REALLY GOOD STUFF – Materials/Supplies	\$632.94
14034323	1466	TERMINIX INTERNATIONAL – Food Services-Services	\$40.00
<b>Total Amount of All Credit Card Payments:</b>			<b>\$3,628.57</b>

Hanford Elementary School District  
*Minutes of the Regular Board Meeting*  
*October 12, 2022*

Minutes of the Regular Board Meeting of the Hanford Elementary School District Board of Trustees on October 12, 2022, at the District Office Board Room, 714 N. White Street, Hanford, CA.

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

**HESD Managers Present** Joy C. Gabler, Superintendent, and the following administrators were present: Kristina Baldwin, Jason Brasil, Lindsey Calvillo, David Endo, David Goldsmith, Lucy Gomez, Lindsay Hastings, Robert Heugly, Rick Johnston, Jaime Martinez, Jennifer Pitkin, William Potter, Cynthia Pursell, Jill Rubalcava and Jay Strickland.

**CLOSED SESSION**

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

- Student Discipline pursuant to Education Code section 48918

**Open Session** Trustees returned to open session at 5:39 p.m.

**Case #23-03** Trustee Hernandez moved to accept the Findings of Facts and expel Case #23-03 for the remainder of the 2022-2023 school year for violation of Education Code 48900 and/or 48915 as determined by the Administrative Panel at hearings held on October 10, 2022. Parents may apply for readmission on or after June 2, 2023. Trustee Garcia seconded; motion carried 5-0:

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

**PRESENTATION, REPORTS AND COMMUNICATIONS**

**Public Comments** None

**Board and Staff Comments** None

**Requests to Address the Board** None

**Dates to Remember** President Garner reviewed dates to remember: Elementary Football & Softball Games – October 13<sup>th</sup>; District Wide Professional Development Day – October 17<sup>th</sup>;



Gridiron Classic-Flag Football – October 19<sup>th</sup>; Girl's Spiker Classic-Volleyball – October 24<sup>th</sup>; Regular Board Meeting – October 26<sup>th</sup>.

### **CONSENT ITEMS**

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

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

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

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

The items approved are as follows:

- a) Warrant listings September 23, 2022 and September 30, 2022.
- b) Minutes of Regular Board Meeting held on September 28, 2022.
- c) Interdistrict transfers as recommended.
- d) Donation of \$100.00 from Command Zone Games & Hobbies, LLC.

### **BOARD POLICIES AND ADMINISTRATION**

#### **Naloxone Standing Order Application**

- a) Trustee Strickland made a motion to approve the Naloxone Standing Order Application. Trustee Garcia seconded; motion carried 5-0:  
Garcia – Yes  
Garner – Yes  
Hernandez – Yes  
Revious – Yes  
Strickland – Yes

#### **Nonpublic School Waiver**

- b) Trustee Strickland made a motion to approve a waiver for a nonpublic school that is not certified by the State Department of Education. Trustee Revious seconded; motion carried 5-0:  
Garcia – Yes  
Garner – Yes  
Hernandez – Yes  
Revious – Yes  
Strickland – Yes

#### **MOU – West Hills College**

- c) Trustee Garcia made a motion to approve the Memorandum of Understanding with West Hills College Lemoore for the READY Expanded Learning Program. Trustee Hernandez seconded; motion carried 5-0:

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

**MOU – HJUHSD  
Transportation  
Services**

d) Trustee Garcia made a motion to approve the Memorandum of Understanding with Hanford Joint Union High School District (HJUHSD) regarding Transportation Services. Trustee Hernandez seconded; motion carried 5-0:

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

**BP/AR 6158**

Item e was tabled for next board meeting. More research needs to be done.  
e) Board Policy and Administrative Regulation 6158 – Independent Study.

**PERSONNEL**

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

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

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

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

***Item “a” –  
Employment***

The following items were approved:

Classified

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

Classified Temps/Sub

- Wendy Avila, Substitute Yard Supervisor, effective 9/19/22
- Perla Cooper, Substitute Yard Supervisor, effective 9/26/22
- Precious Garcia, Substitute Yard Supervisor, effective 9/26/22

- Melissa Luna, Substitute Yard Supervisor, effective 9/21/22
- Seannah Treviño, Substitute READY Program Tutor, effective 9/20/22
- Nathan Tsutsui, Substitute READY Program Tutor, effective 9/26/22

More Hours/Days

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

Short Term Classified

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

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

- Reunite Mims, Boys 4-6th Football, Hamilton, effective 9/19/22-10/29/22
- Joseph Williams, Yard Supervisor – 3.5 hrs., Monroe, effective 10/14/22

***Item "b" –  
Termination of  
Probationary  
Employee***

***Item "c" –  
Volunteers***

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

**Adjournment**      There being no further business, President Garner adjourned the meeting at 5:50 p.m.

Respectfully submitted,

Joy C. Gabler,  
Secretary to the Board of Trustees

Approved:

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

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

No	Reason	A/D	Sch Req'd	Home Sch	Date
I-281	CC	A	Richmond	Armona	10/17/2022
I-282	FLI	A	Jefferspn	Armona	10/17/2022
I-283	O	A	King	KRH	10/17/2022

No	Reason	A/D	Sch Req'd	Home Sch	Date
O-163	O	A	Pioneer	Wilson	10/17/2022
O-164	O	A	Lakeside	Monroe	10/17/2022
O-165	O	A	Lakeside	Monroe	10/17/2022
O-166	O	A	Lemoore	Washingto n	10/17/2022
O-167	O	A	Lemoore	Washingto n	10/17/2022

## HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Board of Trustees

FROM: Joy C. Gabler

DATE: October 18, 2022

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

FOR: ☒ Information  
☐ Action

Date you wish to have your item considered: October 26, 2022

**ITEM:** Quarterly report (07/01/22 - 09/30/22) 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 first quarter of 2022-2023 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      1<sup>st</sup> Quarter (7/1-9/30)  
☐ January      2<sup>nd</sup> Quarter (10/1-12/31)  
☐ April      3<sup>rd</sup> Quarter (1/1-3/31)  
☐ July      4<sup>th</sup> Quarter (4/1-6/30)

Quarterly Report Submission Year: 2022-2023

Date for information to be reported publicly at governing board meeting: October 26, 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

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](mailto:info.foundationalservices@kingscoe.org)

## HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Joy Gabler

FROM: Jill Rubalcava



DATE: 10/7/2022

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

FOR: ☒ Information  
☐ Action

Date you wish to have your item considered: October 26, 2022

**ITEM:** Presentation on HESD Smarter Summative Test Results from 2021-2022**PURPOSE:** To report to the board regarding academic progress and areas of strength and need as measured by California Smarter Summative Assessments**FISCAL IMPACT:** none**RECOMMENDATIONS:** Information Item



## HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Joy C. Gabler

FROM: David Endo

DATE: 10/17/2022

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

FOR: ☒ Information  
☐ Action

Date you wish to have your item considered: 10/26/2022

**ITEM:**

Receive for information monthly financial reports for the period of 07/01/2022-09/30/2022.

**PURPOSE:**

Attached are financial summaries for all of the District's funds for the period of 07/01/2022-09/30/2022.

**FISCAL IMPACT:**

The financial reports are informational only.

**RECOMMENDATIONS:**

Receive the monthly financial reports.

13 Hanford Elementary School District  
Fiscal Year: 2023  
Requested by dendo

## Fiscal Position Report

September 2022

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Fund: 0100 General Fund

		September Amount	YTD Amount	Approved Budget	% of Budget	% Remain
<b>BEGINNING BALANCE</b>						
Net Beginning Balance	9791-9795		\$26,676,557.84	\$24,657,930.71		
<b>REVENUES</b>						
1) LCFF Sources	8010-8099	\$8,626,673.00	\$14,954,894.06	\$71,472,538.00	20.92	79.08
2) Federal Revenues	8100-8299	\$853,274.39	\$3,042,980.73	\$10,263,686.00	29.65	70.35
3) Other State Revenues	8300-8599	\$533,191.24	\$2,582,360.18	\$11,786,895.04	21.91	78.09
4) Other Local Revenues	8600-8799	\$216,709.26	\$522,905.05	\$3,070,218.00	17.03	82.97
<b>5) Total, Revenues</b>		<b>\$10,229,847.89</b>	<b>\$21,103,140.02</b>	<b>\$96,593,337.04</b>	<b>21.85</b>	<b>78.15</b>
<b>EXPENDITURES</b>						
1) Certificated Salaries	1000-1999	\$3,219,871.95	\$6,937,417.27	\$36,996,721.00	18.75	81.25
2) Classified Salaries	2000-2999	\$1,224,199.36	\$3,292,228.67	\$15,148,633.00	21.73	78.27
3) Employee Benefits	3000-3999	\$1,865,527.84	\$3,680,991.77	\$25,609,776.00	14.37	85.63
4) Books and Supplies	4000-4999	\$213,524.95	\$559,850.59	\$4,682,601.44	11.96	88.04
5) Services, Oth Oper Exp	5000-5999	\$460,862.53	\$1,766,236.61	\$6,597,268.00	26.77	73.23
6) Capital Outlay	6000-6999	\$94,077.74	\$150,839.58	\$1,059,553.64	14.24	85.76
7) Other Outgo(excl. 7300`s)	7100-7499	(\$59,939.00)	(\$124,205.25)	\$1,960,376.28	(6.34)	106.34
8) Direct/Indirect Support	7300-7399	\$0.00	\$0.00	(\$65,000.00)	0.00	100.00
<b>9) Total Expenditures</b>		<b>\$7,018,125.37</b>	<b>\$16,263,359.24</b>	<b>\$91,989,929.36</b>	<b>17.68</b>	<b>82.32</b>
<b>OTHER FINANCING SOURCES/USES</b>						
1) Transfers						
B) Transfers Out	7610-7629	\$4,100,000.00	\$4,100,000.00	\$4,285,000.00	95.68	4.32
3) Contributions	8980-8999	\$0.00	\$0.00	\$0.00	0.00	100.00
<b>4) Total, Other Financing Sources/Uses</b>		<b>(\$4,100,000.00)</b>	<b>(\$4,100,000.00)</b>	<b>(\$4,285,000.00)</b>	<b>95.68</b>	<b>4.32</b>
<b>NET INCREASE (DECREASE) IN FUND BALANCE</b>		<b>(\$888,277.48)</b>	<b>\$739,780.78</b>	<b>\$318,407.68</b>		
<b>ENDING FUND BALANCE</b>			<b>\$27,416,338.62</b>	<b>\$24,976,338.39</b>		

13 Hanford Elementary School District  
 Fiscal Year: 2023  
 Requested by dendo

## Fiscal Position Report

September 2022

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Fund: 0800 Student Activity Special Revenue Fund

		September Amount	YTD Amount	Approved Budget	% of Budget	% Remain
<b>BEGINNING BALANCE</b>						
Net Beginning Balance	9791-9795		\$32,993.24	\$29,382.29		
<b>REVENUES</b>						
4) Other Local Revenues	8600-8799	\$0.00	\$0.00	\$0.00	0.00	100.00
<b>5) Total, Revenues</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0.00</b>	<b>100.00</b>
<b>EXPENDITURES</b>						
4) Books and Supplies	4000-4999	\$0.00	\$0.00	\$0.00	0.00	100.00
5) Services, Oth Oper Exp	5000-5999	\$0.00	\$0.00	\$0.00	0.00	100.00
<b>9) Total Expenditures</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0.00</b>	<b>100.00</b>
<b>NET INCREASE (DECREASE) IN FUND BALANCE</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		
<b>ENDING FUND BALANCE</b>			<b>\$32,993.24</b>	<b>\$29,382.29</b>		

13 Hanford Elementary School District  
 Fiscal Year: 2023  
 Requested by dendo

# Fiscal Position Report

September 2022

Fund: 0900 Charter Schools Fund

		September Amount	YTD Amount	Approved Budget	% of Budget	% Remain
<b>BEGINNING BALANCE</b>						
Net Beginning Balance	9791-9795		\$1.73	\$1.73		
<b>REVENUES</b>						
4) Other Local Revenues	8600-8799	\$0.00	\$0.00	\$0.00	0.00	100.00
5) Total, Revenues		\$0.00	\$0.00	\$0.00	0.00	100.00
<b>NET INCREASE (DECREASE) IN FUND BALANCE</b>		<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>		
<b>ENDING FUND BALANCE</b>			<u>\$1.73</u>	<u>\$1.73</u>		

13 Hanford Elementary School District  
 Fiscal Year: 2023  
 Requested by dendo

## Fiscal Position Report

September 2022

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Fund: 1300 Cafeteria Fund

		September Amount	YTD Amount	Approved Budget	% of Budget	% Remain
<b>BEGINNING BALANCE</b>						
Net Beginning Balance	9791-9795		\$2,364,190.61	\$2,080,453.28		
<b>REVENUES</b>						
2) Federal Revenues	8100-8299	\$0.00	\$146,412.11	\$3,728,459.00	3.93	96.07
3) Other State Revenues	8300-8599	\$0.00	\$0.00	\$282,422.00	0.00	100.00
4) Other Local Revenues	8600-8799	\$0.00	\$0.00	\$101,480.00	0.00	100.00
<b>5) Total, Revenues</b>		<b>\$0.00</b>	<b>\$146,412.11</b>	<b>\$4,112,361.00</b>	<b>3.56</b>	<b>96.44</b>
<b>EXPENDITURES</b>						
2) Classified Salaries	2000-2999	\$117,333.80	\$292,502.84	\$1,412,413.00	20.71	79.29
3) Employee Benefits	3000-3999	\$48,684.34	\$105,602.25	\$639,105.00	16.52	83.48
4) Books and Supplies	4000-4999	\$215,218.60	\$306,885.24	\$2,287,297.00	13.42	86.58
5) Services, Oth Oper Exp	5000-5999	(\$3,512.15)	(\$3,830.25)	(\$36,951.00)	10.37	89.63
8) Direct/Indirect Support	7300-7399	\$0.00	\$0.00	\$65,000.00	0.00	100.00
<b>9) Total Expenditures</b>		<b>\$377,724.59</b>	<b>\$701,160.08</b>	<b>\$4,366,864.00</b>	<b>16.06</b>	<b>83.94</b>
<b>NET INCREASE (DECREASE) IN FUND BALANCE</b>		<b>(\$377,724.59)</b>	<b>(\$554,747.97)</b>	<b>(\$254,503.00)</b>		
<b>ENDING FUND BALANCE</b>			<b>\$1,809,442.64</b>	<b>\$1,825,950.28</b>		

13 Hanford Elementary School District  
 Fiscal Year: 2023  
 Requested by dendo

## Fiscal Position Report

September 2022

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Fund: 1400 Deferred Maintenance Fund

		September Amount	YTD Amount	Approved Budget	% of Budget	% Remain
<b>BEGINNING BALANCE</b>						
Net Beginning Balance	9791-9795		\$339,382.06	\$224,791.76		
<b>REVENUES</b>						
1) LCFF Sources	8010-8099	\$300,000.00	\$300,000.00	\$0.00	0.00	100.00
4) Other Local Revenues	8600-8799	\$0.00	\$0.00	\$3,000.00	0.00	100.00
<b>5) Total, Revenues</b>		<b>\$300,000.00</b>	<b>\$300,000.00</b>	<b>\$3,000.00</b>	<b>10,000.00</b>	<b>(9,900.00)</b>
<b>EXPENDITURES</b>						
5) Services, Oth Oper Exp	5000-5999	\$38,850.00	\$169,000.00	\$150,000.00	112.67	(12.67)
6) Capital Outlay	6000-6999	\$0.00	\$0.00	\$0.00	0.00	100.00
<b>9) Total Expenditures</b>		<b>\$38,850.00</b>	<b>\$169,000.00</b>	<b>\$150,000.00</b>	<b>112.67</b>	<b>(12.67)</b>
<b>NET INCREASE (DECREASE) IN FUND BALANCE</b>		<b>\$261,150.00</b>	<b>\$131,000.00</b>	<b>(\$147,000.00)</b>		
<b>ENDING FUND BALANCE</b>			<b>\$470,382.06</b>	<b>\$77,791.76</b>		

13 Hanford Elementary School District  
 Fiscal Year: 2023  
 Requested by dendo

## Fiscal Position Report

September 2022

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Fund: 1500 Pupil Transportation Equip

		September Amount	YTD Amount	Approved Budget	% of Budget	% Remain
<b>BEGINNING BALANCE</b>						
Net Beginning Balance	9791-9795		\$283,748.56	\$294,677.05		
<b>REVENUES</b>						
4) Other Local Revenues	8600-8799	\$0.00	\$0.00	\$3,000.00	0.00	100.00
<b>5) Total, Revenues</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$3,000.00</b>	<b>0.00</b>	<b>100.00</b>
<b>EXPENDITURES</b>						
6) Capital Outlay	6000-6999	\$0.00	\$0.00	\$0.00	0.00	100.00
<b>9) Total Expenditures</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0.00</b>	<b>100.00</b>
<b>OTHER FINANCING SOURCES/USES</b>						
1) Transfers						
A) Transfers In	8910-8929	\$100,000.00	\$100,000.00	\$100,000.00	100.00	0.00
<b>4) Total, Other Financing Sources/Uses</b>		<b>\$100,000.00</b>	<b>\$100,000.00</b>	<b>\$100,000.00</b>	<b>100.00</b>	<b>0.00</b>
<b>NET INCREASE (DECREASE) IN FUND BALANCE</b>		<b>\$100,000.00</b>	<b>\$100,000.00</b>	<b>\$103,000.00</b>		
<b>ENDING FUND BALANCE</b>			<b>\$383,748.56</b>	<b>\$397,677.05</b>		

13 Hanford Elementary School District  
 Fiscal Year: 2023  
 Requested by dendo

## Fiscal Position Report

September 2022

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Fund: 2000 SPECIAL RESERVE FUND FOR OTHER POSTE

		September Amount	YTD Amount	Approved Budget	% of Budget	% Remain
<b>BEGINNING BALANCE</b>						
Net Beginning Balance	9791-9795		\$11,428,322.05	\$11,874,464.61		
<b>REVENUES</b>						
4) Other Local Revenues	8600-8799	\$0.00	\$0.00	\$110,000.00	0.00	100.00
<b>5) Total, Revenues</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$110,000.00</b>	<b>0.00</b>	<b>100.00</b>
<b>OTHER FINANCING SOURCES/USES</b>						
1) Transfers						
A) Transfers In	8910-8929	\$1,000,000.00	\$1,000,000.00	\$4,185,000.00	23.89	76.11
<b>4) Total, Other Financing Sources/Uses</b>		<b>\$1,000,000.00</b>	<b>\$1,000,000.00</b>	<b>\$4,185,000.00</b>	<b>23.89</b>	<b>76.11</b>
<b>NET INCREASE (DECREASE) IN FUND BALANCE</b>		<b>\$1,000,000.00</b>	<b>\$1,000,000.00</b>	<b>\$4,295,000.00</b>		
<b>ENDING FUND BALANCE</b>			<b>\$12,428,322.05</b>	<b>\$16,169,464.61</b>		



13 Hanford Elementary School District  
 Fiscal Year: 2023  
 Requested by dendo

## Fiscal Position Report

September 2022

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Fund: 2120 Building Funds - Local 2

		September Amount	YTD Amount	Approved Budget	% of Budget	% Remain
<b>BEGINNING BALANCE</b>						
Net Beginning Balance	9791-9795		\$2,102,106.58	\$1,858,506.38		
<b>REVENUES</b>						
4) Other Local Revenues	8600-8799	\$0.00	\$0.00	\$0.00	0.00	100.00
<b>5) Total, Revenues</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0.00</b>	<b>100.00</b>
<b>EXPENDITURES</b>						
6) Capital Outlay	6000-6999	\$7,979.68	\$35,992.88	\$1,800,000.00	2.00	98.00
<b>9) Total Expenditures</b>		<b>\$7,979.68</b>	<b>\$35,992.88</b>	<b>\$1,800,000.00</b>	<b>2.00</b>	<b>98.00</b>
<b>OTHER FINANCING SOURCES/USES</b>						
1) Transfers						
B) Transfers Out	7610-7629	\$300,000.00	\$300,000.00	\$0.00	0.00	100.00
<b>4) Total, Other Financing Sources/Uses</b>		<b>(\$300,000.00)</b>	<b>(\$300,000.00)</b>	<b>\$0.00</b>	<b>0.00</b>	<b>100.00</b>
<b>NET INCREASE (DECREASE) IN FUND BALANCE</b>		<b>(\$307,979.68)</b>	<b>(\$335,992.88)</b>	<b>(\$1,800,000.00)</b>		
<b>ENDING FUND BALANCE</b>			<b>\$1,766,113.70</b>	<b>\$58,506.38</b>		

13 Hanford Elementary School District  
 Fiscal Year: 2023  
 Requested by dendo

## Fiscal Position Report

September 2022

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Fund: 2500 CapitalFacilities Fund

		September Amount	YTD Amount	Approved Budget	% of Budget	% Remain
<b>BEGINNING BALANCE</b>						
Net Beginning Balance	9791-9795		\$887,458.12	\$736,968.39		
<b>REVENUES</b>						
4) Other Local Revenues	8600-8799	\$0.00	\$0.00	\$102,500.00	0.00	100.00
<b>5) Total, Revenues</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$102,500.00</b>	<b>0.00</b>	<b>100.00</b>
<b>EXPENDITURES</b>						
5) Services, Oth Oper Exp	5000-5999	\$0.00	\$97,581.27	\$120,000.00	81.32	18.68
<b>9) Total Expenditures</b>		<b>\$0.00</b>	<b>\$97,581.27</b>	<b>\$120,000.00</b>	<b>81.32</b>	<b>18.68</b>
<b>NET INCREASE (DECREASE) IN FUND BALANCE</b>		<b>\$0.00</b>	<b>(\$97,581.27)</b>	<b>(\$17,500.00)</b>		
<b>ENDING FUND BALANCE</b>			<b>\$789,876.85</b>	<b>\$719,468.39</b>		

13 Hanford Elementary School District  
 Fiscal Year: 2023  
 Requested by dendo

## Fiscal Position Report

September 2022

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Fund: 3500 SCHOOL FACILITY PROGRAM

		September Amount	YTD Amount	Approved Budget	% of Budget	% Remain
<b>BEGINNING BALANCE</b>						
Net Beginning Balance	9791-9795		\$912,793.74	\$83,563.26		
<b>REVENUES</b>						
4) Other Local Revenues	8600-8799	\$0.00	\$0.00	\$0.00	0.00	100.00
<b>5) Total, Revenues</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0.00</b>	<b>100.00</b>
<b>EXPENDITURES</b>						
5) Services, Oth Oper Exp	5000-5999	\$182.33	\$546.99	\$0.00	0.00	100.00
6) Capital Outlay	6000-6999	\$773,179.34	\$788,069.34	\$0.00	0.00	100.00
<b>9) Total Expenditures</b>		<b>\$773,361.67</b>	<b>\$788,616.33</b>	<b>\$0.00</b>	<b>0.00</b>	<b>100.00</b>
<b>OTHER FINANCING SOURCES/USES</b>						
1) Transfers						
A) Transfers In	8910-8929	\$300,000.00	\$300,000.00	\$0.00	0.00	100.00
3) Contributions	8980-8999	\$0.00	\$0.00	\$0.00	0.00	100.00
<b>4) Total, Other Financing Sources/Uses</b>		<b>\$300,000.00</b>	<b>\$300,000.00</b>	<b>\$0.00</b>	<b>0.00</b>	<b>100.00</b>
<b>NET INCREASE (DECREASE) IN FUND BALANCE</b>						
		<u>(\$473,361.67)</u>	<u>(\$488,616.33)</u>	<u>\$0.00</u>		
<b>ENDING FUND BALANCE</b>						
			<u>\$424,177.41</u>	<u>\$83,563.26</u>		

13 Hanford Elementary School District  
 Fiscal Year: 2023  
 Requested by dendo

## Fiscal Position Report

September 2022

10/12/2022 9:23:39AM

Fund: 4000 Special Reserve - Capital Outlay

		September Amount	YTD Amount	Approved Budget	% of Budget	% Remain
<b>BEGINNING BALANCE</b>						
Net Beginning Balance	9791-9795		\$78,058.38	\$55,270.95		
<b>REVENUES</b>						
4) Other Local Revenues	8600-8799	\$0.00	\$0.00	\$500.00	0.00	100.00
<b>5) Total, Revenues</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$500.00</b>	<b>0.00</b>	<b>100.00</b>
<b>EXPENDITURES</b>						
6) Capital Outlay	6000-6999	\$9,634.60	\$9,634.60	\$0.00	0.00	100.00
<b>9) Total Expenditures</b>		<b>\$9,634.60</b>	<b>\$9,634.60</b>	<b>\$0.00</b>	<b>0.00</b>	<b>100.00</b>
<b>OTHER FINANCING SOURCES/USES</b>						
1) Transfers						
A) Transfers In	8910-8929	\$3,000,000.00	\$3,000,000.00	\$0.00	0.00	100.00
<b>4) Total, Other Financing Sources/Uses</b>		<b>\$3,000,000.00</b>	<b>\$3,000,000.00</b>	<b>\$0.00</b>	<b>0.00</b>	<b>100.00</b>
<b>NET INCREASE (DECREASE) IN FUND BALANCE</b>						
		<b>\$2,990,365.40</b>	<b>\$2,990,365.40</b>	<b>\$500.00</b>		
<b>ENDING FUND BALANCE</b>						
			<b>\$3,068,423.78</b>	<b>\$55,770.95</b>		

13 Hanford Elementary School District  
 Fiscal Year: 2023  
 Requested by dendo

## Fiscal Position Report

September 2022

10/12/2022 9:23:39AM

Fund: 6720 Self-Insurance/Other

		September Amount	YTD Amount	Approved Budget	% of Budget	% Remain
<b>BEGINNING BALANCE</b>						
Net Beginning Balance	9791-9795		\$663,056.16	\$606,651.46		
<b>REVENUES</b>						
4) Other Local Revenues	8600-8799	\$67,907.44	\$104,285.50	\$753,000.00	13.85	86.15
<b>5) Total, Revenues</b>		<b>\$67,907.44</b>	<b>\$104,285.50</b>	<b>\$753,000.00</b>	<b>13.85</b>	<b>86.15</b>
<b>EXPENDITURES</b>						
5) Services, Oth Oper Exp	5000-5999	\$65,111.46	\$209,407.78	\$749,000.00	27.96	72.04
<b>9) Total Expenditures</b>		<b>\$65,111.46</b>	<b>\$209,407.78</b>	<b>\$749,000.00</b>	<b>27.96</b>	<b>72.04</b>
<b>NET INCREASE (DECREASE) IN FUND BALANCE</b>		<b>\$2,795.98</b>	<b>(\$105,122.28)</b>	<b>\$4,000.00</b>		
<b>ENDING FUND BALANCE</b>			<b>\$557,933.88</b>	<b>\$610,651.46</b>		

## HANFORD ELEMENTARY SCHOOL DISTRICT

**Agenda Request Form**

TO: Joy C. Gabler  
FROM: Bill Potter  
DATE: October 17, 2022  
FOR: ☒ Board Meeting  
     ☐ Superintendent's Cabinet  
FOR: ☐ Information  
     ☒ Action

Date you wish to have your item considered: October 26, 2022

**ITEM:**

Consider approval of change order 6r for the Roosevelt Modernization Project

**PURPOSE:**

The scope of work for the project changed due to unknown conditions and owner requested changes.

**FISCAL IMPACT:**

Increase to original contract total \$9,328.89

**RECOMMENDATION:**

Approve Change order 6R

**MANGINI**ARCHITECTURE  
INGENUITY

McLAIN BARENG MORRELLI SCOTT

MANGINI ASSOCIATES INC.  
4320 West Mineral King Avenue  
Visalia, California 93291www.mangini.us  
(559) 627-0530 Office  
(559) 627-1926 Fax**CHANGE ORDER****NO. 06**TO: Ardent General, Inc.  
2960 N. Burl  
Fresno, CA 93727DATE: September 29, 2022  
CHANGE ORDER NO.: Six  
PROJECT NO.: 1818PROJECT: Modernization of Roosevelt Elementary School  
Hanford Elementary School District**THE CONTRACT IS CHANGED AS FOLLOWS:**

See attached Exhibit "A" for Description of Work.

TOTAL ADDS: \$9,238.89


TOTAL THIS CHANGE ORDER: \$9,238.89

Attachments: None

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

The original Contract Sum was.....	\$2,685,000.00
Net change by previous Change Orders .....	\$42,502.16
The Contract Sum prior to this Change Order was.....	\$2,727,502.16
The Contract Sum will be changed by this Change Order .....	\$9,238.89
The new Contract Sum including this Change Order will be .....	\$2,736,741.05

The Contract Time will be ~~(increased)~~ ~~(decreased)~~ (unchanged) ZERO DAYS (0) days  
 The Date of Completion as of the date of this Change Order therefore is ..... Nov. 7, 2022

Contractor:   
 James Myers, President  
 Ardent General, Inc.

Date: 10/7/2022

Architect:   
 Gilbert M. Bareng, Architect  
 Mangini Associates, Inc.

Date: 10/7/2022

Owner: Joy Gabler, Superintendent  
 Hanford Elementary School District

Date:

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**CHANGE ORDER NO. 6**  
**MODERNIZATION OF ROOSEVELT ES**

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**EXHIBIT "A"**

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**Description of Work**

<b><u>Item No. 1:</u></b>	<b>BL #15:</b> Per RFI 36, discrepancy in existing feeder size.	<b>ADD \$4,957.31</b>
	<b>Reason:</b> Unknown Existing Condition.	
<b><u>Item No. 2:</u></b>	<b>BL #16:</b> Per RFI 26, Building 300 plywood at exterior walls.	<b>ADD \$10,281.58</b>
	<b>Reason:</b> Unknown Existing Condition.	
<b><u>Item No. 3:</u></b>	<b>BL #17:</b> Delete testing of electrical breakers for a credit.	<b>DEDUCT \$-6,000.00</b>
	<b>Reason:</b> Owner Request.	

TOTAL ADDS .....	\$15,238.89
TOTAL DEDUCTS.....	<u>\$-6,000.00</u>
TOTAL THIS CHANGE ORDER .....	<b>\$9,238.89</b>



## HANFORD ELEMENTARY SCHOOL DISTRICT

**Agenda Request Form**

TO: Joy C. Gabler

FROM: Bill Potter

DATE: October 17, 2022

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

FOR: ☐ Information  
☒ Action

Date you wish to have your item considered: October 26, 2022

**ITEM:**

Consider approval of contract with Stephen Hahn Inspection Services for the Woodrow Wilson Locker Room & Gym HVAC Project

**PURPOSE:**

Approval for Stephen Hahn to be the DSA Inspector for the project

**FISCAL IMPACT:**

Not to Exceed \$15,000

**RECOMMENDATION:**

Approve agreement with Stephen Hahn Inspection Services



Stephen L. Hahn Inspection  
1945 N. Bordeaux Way  
Hanford, CA 93230  
Cell: (559) 816-3676

DSA Certified Class 1 Inspector  
Certification # 4638

9-27-2022

Mr. William Potter

Hanford Elementary School district

714 N. White Street

Hanford, Ca 93230

RE: HESD Woodrow Wilson JR. High School

GYM & Locker room Buildings DSA 02-119363

Inspection Services Proposal

Dear William:

Thanks for this opportunity again to be of service to the District.  
Stephen L. Hahn Inspections proposes to provide inspection services on  
the above mentioned project for a hourly rate fee of \$75.00 an hour  
with a 2 hour minimum, pending my continued good health.

If you have any questions regarding this proposal, please contact me at  
(559-816-3676) or email [shahn1945@comcast.net](mailto:shahn1945@comcast.net)

Sincerely

Stephen L. Hahn 

Stephen L. Hahn Inspections

## HANFORD ELEMENTARY SCHOOL DISTRICT

**Agenda Request Form**

TO: Joy C. Gabler  
FROM: Bill Potter  
DATE: October 17, 2022  
FOR: ☒ Board Meeting  
      ☐ Superintendent's Cabinet  
FOR: ☐ Information  
      ☒ Action

Date you wish to have your item considered: October 26, 2022

**ITEM:**

Consider approval of Architectural Services Agreement with Mangini Associates, Inc. for the New Walk-In Refrigerator/Freezer at the Central Kitchen.

**PURPOSE:**

Mangini Associates Inc. to provide the District with architectural services

**FISCAL IMPACT:**

Estimated cost of \$30,000

**RECOMMENDATION:**

Approve Ratification of the Architectural Services Agreement with Mangini Associates, Inc. for the New Walk-In Refrigerator/Freezer at the Central Kitchen



**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.: 2265

**AGREEMENT BETWEEN  
OWNER AND ARCHITECT FOR**

**NEW WALK-IN REFRIGERATOR/FREEZER  
AT CENTRAL KITCHEN**

**AGREEMENT** made as of October 7, 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 Walk-In Refrigerator/Freezer at Central Kitchen**  
958 Katie Hammond Lane  
Hanford, California 93230

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 FOR THE PROJECT**

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

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

**1.3.1** Replacement of the existing walk-in refrigerator/freezer and other related scope at Central Kitchen in Hanford, California.

### **1.4 FINANCIAL INFORMATION**

**1.4.1** The Owner's budget for the Project is \$332,000 based on the Architect's preliminary Project Budget Summary dated 8/31/2022.

**1.4.2** The initial Cost of the Work for the Project as defined in Section 6.1 is based on \$296,104.

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

### **1.5 SCHEDULE INFORMATION**

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

### **1.6 PROCUREMENT INFORMATION**

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

### **1.7 OTHER PROJECT INFORMATION**

**1.7.1** 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 Kings County Health Department as required.

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

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

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

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

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

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

**3.2.2** The Architect shall prepare a preliminary evaluation of the Owner's program, schedule and budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall promptly notify the Owner in writing of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

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

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

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

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

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

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

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

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

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

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

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

**3.4.1** Following the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe further development of the approved Design Development Documents and shall consist of customary working drawings and specifications setting forth in detail sufficient for construction of the Work to be done and the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical system, and other requirements for the construction of the Work. The Owner and the Architect acknowledge that in order to construct

the Work the Contractor will provide additional information, including shop drawings, product data, samples, and other submittals, which the Architect shall review in accordance with Section 3.6.4.

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

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

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

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

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

**3.5.1** The Architect will submit the Construction Documents to 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 governmental authorities having jurisdiction over the Project as required.

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

**3.6.1** Following 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, or LEED 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 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 Hourly Basis:** For the Architect's Basic Services described in Article 3, the Owner shall compensate the Architect on an **hourly basis, plus reimbursable expenses**, unless authorized by the Owner in writing, using the Standard Hourly Billing Rates identified in Paragraph 11.4.1 below. Compensation for services rendered by professional consultants provided by the Architect in the interest of the Owner will be computed at a rate of 1.10 times the amount billed to the Architect for such services.

## 11.2 PROGRESS PAYMENTS

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

Schematic Design Phase:	10%
Design Development Phase:	20%
Construction Documents Phase:	35%
Agency Approval Phase:	5%
Bidding Phase:	5%
Construction Phase:	25%
<b>Total Basic Compensation:</b>	<b>100%</b>

## 11.3 ADDITIONAL SERVICES

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

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

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

## 11.4 HOURLY BILLING RATES

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

### **Standard Hourly Billing Rates Schedule:**

Principal Architect	\$ 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**

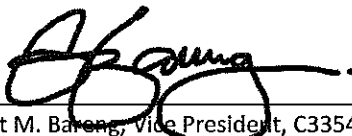
**14.1** This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

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**

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

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

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

**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

**PROJECT BUDGET SUMMARY****PROJECT:** New Walk-In Refrigerator/Freezer at Central Kitchen**PROJ. NO.:** 2265**CLIENT:** Hanford Elementary School District**DATE:** 8/31/2022**PHASE:** Schematic Design**BLDG. AREA (sf):** 1,020 SF**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	\$	-	
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	\$	-	
12.	Topographic Survey	\$	-	
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	\$	-	
18.	Bond Costs	\$	-	
19.	Temporary Housing / Relocation	\$	-	
20.	Legal Fees	\$	-	
21.				
			<b>SITE SUBTOTAL →</b>	<b>\$ -</b>

**B. DESIGN AND APPROVAL**

1.	Architect's Estimated Hourly Fee Total	\$	20,000.00	Estimate
2.	Architect's Reimbursable Costs (Mileage, Bidding Documents Reproduction)	\$	10,000.00	
3.	Architect's LEED / CHPS / HPI Services	\$	-	
4.	DSA Review Fee	\$	-	
5.	CDE Review Fee	\$	-	
6.	CGS Review Fee	\$	-	
7.	City / County Review / Inspection Fee	\$	-	
8.	Health Department Review Fee	\$	-	
9.				
			<b>DESIGN AND APPROVAL SUBTOTAL →</b>	<b>\$ 30,000</b>

**C. PROBABLE CONSTRUCTION COST - BY GENERAL CONTRACTOR**

1.	Off-site Development	\$	-	
2.	On-site Development	\$	-	
3.	Prefabricated Walk-In Refrigerator/Freezer Unit (Per Boelter Estimate Dated 8/2/2022)	\$	229,912.00	
4.	Prefabricated Walk-in Installation (Per Bolter Estimate Dated 8/1/2022)	\$	45,500.00	
5.	General Requirements, Overhead, Bond, Insurance, Supervision, Etc.	9%	\$ 20,692.08	
6.	Construction Contingency	10%	-	
7.				
			<b>PROBABLE CONSTRUCTION COST SUBTOTAL →</b>	<b>\$ 296,104</b>

**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	\$	-	
5.	Inspector of Record ( \$8,000/month x 8 months )	\$	-	
6.	Commissioning Agent	\$	-	
7.	SWPPP, Dust Control Plan, Indirect Source Review	\$	-	
8.	Fixtures, Furniture and Equipment	\$	-	
9.	Bid Advertising	\$	5,500.00	
10.				
			<b>OWNER PROVIDED CONSTRUCTION AND TESTING SUBTOTAL →</b>	<b>\$ 5,500</b>

Budget Contingency (5%) → -

**TOTAL PROJECT BUDGET → \$ 332,000**

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: October 17, 2022  
FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet  
FOR: ☐ Information  
☒ Action

Date you wish to have your item considered: October 26, 2022

**ITEM:**

Consider approval of contract with Stephen Hahn Inspection Services for the JFK Locker room HVAC Project

**PURPOSE:**

Approval for Stephen Hahn to be the DSA Inspector for the project

**FISCAL IMPACT:**

Not to Exceed \$15,000

**RECOMMENDATION:**

Approve agreement with STEPHEN Hahn Inspection Services



Stephen L. Hahn Inspection  
1945 N. Bordeaux Way  
Hanford, CA 93230  
Cell: (559) 816-3676

DSA Certified Class 1 Inspector  
Certification # 4638

9-27-2022

Mr. William Potter

Hanford Elementary School District

714 N. White Street

Hanford, Ca 93230

RE: HESD John F. Kennedy JR. High School

Building C- Locker Rooms Buildings DSA 02-119361

Inspection Services Proposal

Dear William:

Thanks for this opportunity again to be of service to the District.  
Stephen L. Hahn Inspections proposes to provide inspection services on  
the above mentioned project for a hourly rate fee of \$75.00 an hour  
with a 2 hour minimum, pending my continued good health.

If you have any questions regarding this proposal, please contact me at  
(559-816-3676) or email [shahn1945@comcast.net](mailto:shahn1945@comcast.net)

Sincerely

Stephen L. Hahn

Stephen L. Hahn Inspections

## HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Joy Gabler

FROM: Jill Rubalcava

DATE: 10/11/2022

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

FOR: ☐ Information  
☒ Action

Date you wish to have your item considered: October 26, 2022

**ITEM:** AR/BP 6158 Independent Study

**PURPOSE:** Board Policy 6158 – Independent Study Policy updated to reflect NEW LAW (AB 181, 2022) Administrative Regulation 6158 – Independent Study Regulation updated to reflect NEW LAW (AB 181, 2022). BP/AR 6158 shared as information item on 9/28. Public hearing held at 5:30 PM on 10/26.

**FISCAL IMPACT:** none**RECOMMENDATIONS:** Approval

**Policy 6158: Independent Study**

**Status:** DRAFT

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

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

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

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

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

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

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

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

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

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

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

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

**General Independent Study Requirements**

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

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

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

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

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

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

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

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

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

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

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

3. In violation of their written agreement
- 4.

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

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

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

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

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

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

### **Master Agreement**

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

through course-based independent study

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

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

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

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

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

## Records

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

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

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

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

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

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

## Program Evaluation

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

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## **Regulation 6158: Independent Study**

**Status:** DRAFT

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

### **Definitions**

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

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

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

### **Educational Opportunities**

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

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

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

### **Equivalency**

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

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

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

## Eligibility for Independent Study

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

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

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

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

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

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

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

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

## Monitoring Student Progress

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

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



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

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

### **Responsibilities of Independent Study Administrator**

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

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

### **Assignment and Responsibilities of Independent Study Teachers**

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

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

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

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



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

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

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

**TO:** Joy C. Gabler

**FROM:** Jaime Martinez

**DATE:** October 17, 2022

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

**DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED:** **October 26, 2022**

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

**PURPOSE:**

**a. Employment**

Classified

- Maribel Gonzalez Salas, Yard Supervisor – 3.5 hrs., Simas, effective 10/13/22
- Gina Jundt, Yard Supervisor – 1.5 hrs., Roosevelt, effective 10/3/22
- Militza Mendoza, Special Education Aide – 5.0 hrs., Simas, effective 10/5/22
- Brentny Miller, Yard Supervisor – 1.5 hrs., Roosevelt, effective 10/3/22
- Olga Ramirez, Yard Supervisor – 3.5 hrs., Roosevelt, effective 10/3/22

Classified Temps/Sub

- Haillee Larios, Substitute Yard Supervisor, effective 10/5/22
- Leann Palk, Substitute Yard Supervisor, effective 10/10/22
- Rosa Rios de Gonzalez, Substitute Food Service Worker I, effective 10/4/22

More Hours/Days

- Sara Lira, from Yard Supervisor – 2.5 hrs., King to Yard Supervisor – 3.5 hrs., King, effective 10/10/22

Short Term Classified

- Wendy Avila, Short-Term Yard Supervisor – 3.5 hrs., Monroe, effective 10/18/22-11/18/22
- Alicia Sanchez, Short-Term Yard Supervisor – 2.25 hrs., Richmond, effective 10/3/22-11/18/22

**b. Resignations**

- Sheila Dizon, Licensed Vocation Nurse – 8.0 hrs., Jefferson, effective 10/21/22
- David Estrella, Bus Driver – 4.5 hrs., Transportation, effective 10/31/22
- Jeri Higdon, Substitute Classified Personnel Manager, effective 11/18/21
- Valerie Lewis, Substitute Yard Supervisor, effective 8/9/22
- Carmen Aurora Pimentel, Substitute READY Program Tutor, Special Circumstances Aide and Special Education Aide, effective 8/26/22
- Laura Salazar, READY Program Tutor – 4.5 hrs., Richmond, effective 10/14/22
- Shelby Tobin, Substitute READY Program Tutor, effective 8/23/22

**c. Volunteers**

<b>Name</b>	<b>School</b>
Beatriz Montes	DO
Patricia Diaz	Jefferson
Angelica Hernandez	Jefferson
Jessica Kennedy	Jefferson
Karla Ruby Magana	Jefferson
Jose Vargas	Jefferson
Joyce Martinez	JFK
Marianna Torres	JFK
Moriah Avila Gomes	King
Vanessa Oseguera	King
Erika Alfaro-Meza	Lincoln
Skyeler Shimmin	Lincoln
Lily Chen	Monroe
James Landolt	Monroe
Lorena Miranda	Monroe
Christian Nuno	Monroe
Shelby Pappis Wilson	Monroe
Alex Santiago	Monroe
Maria Guadalupe Lopez Torres	Richmond
Alicia Sanchez	Roosevelt
Josefine White	Roosevelt
AnnaLisa Bosuego	Simas
Kevin Thomas Cawley	Simas
Christopher Davis	Simas
Sandra Garcia	Simas
Crystal Lopez	Simas
Edward Popper	Simas
Tanzelica Stacher	Simas

Robert Chandler

Simas

**RECOMMENDATION:** Approve.

## HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Joy C. Gabler

FROM: David Endo

DATE: 10/17/2022

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

FOR: ☐ Information  
☒ Action

Date you wish to have your item considered: 10/26/2022

**ITEM:**

Consider adoption of Resolution #09-23 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:

1 diesel bus (with air conditioning) at the cost of \$249,084.03.

**RECOMMENDATIONS:**

Adopt Resolution #09-23 that will allow the District to use piggyback contract from A-Z bus sales.

## HANFORD ELEMENTARY SCHOOL DISTRICT

### RESOLUTION NO. 09-23

#### APPROVAL OF ACQUISITION OF DIESEL 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 diesel 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 \$249,084.03/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 26<sup>th</sup> day of October, 2022, by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
President of the Governing Board of  
Hanford Elementary School District