### **Hanford Elementary School District**

### **REGULAR BOARD MEETING AGENDA**

Wednesday, May 22, 2024 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# 24-34 – Kennedy Case# 24-35 – Wilson Case# 24-36 – Community Day Impose #24-20 – Kennedy

- **Personnel** (Pursuant to Government Code 54956.9, Trustees will adjourn to Closed Session to discuss the items listed below. The items to be discussed shall be announced in accordance with Government Code Section 54954.5 and/or under Education Code Provisions)
  - Conference with Labor Negotiators (GC 54957)
    - Agency Representatives: J. Gabler & J. Martinez
    - Employee Organization: HETA; CSEA

### **OPEN SESSION**

6:00 P.M.

Take action on closed session items

### 1. PRESENTATIONS, REPORTS AND COMMUNICATIONS

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

- a) Public comments
- b) Board and staff comments
- c) Requests to address the Board at future meetings
- d) Review Dates to remember
- 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's Office at least 48 hours prior to the meeting.
- > Telephonic attendance due to medical accommodation: 318 S. Redington Street

### 2. CONSENT ITEMS

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

- a) Accept warrant listings dated May 3, 2024; May 8, 2024 and May 10, 2024.
- b) Approve minutes of the Regular Board Meeting held on may 8, 2024.
- c) Approve donation of \$6,667.51 from Jefferson Parent Teacher Club.

### 3. INFORMATION ITEMS

- a) Receive for information related to phone survey (Endo)
- b) Receive for information the monthly financial reports for the period of 07/01/2023-04/30/2024 (Endo)

### 4. BOARD POLICIES AND ADMINISTRATION

- a) Consider approval of Resolution #22-24 Ordering Governing Board Member Elections; Consolidation of Elections Specifications for the Election Order (Gabler)
- b) Consider approval of updated agreement with the City of Hanford to continue participation in the School Resource Officer Program (Gabler)
- c) Consider approval of the Lease Agreement with Kings Community Action Organization for the classroom at Lee Richmond Elementary (Potter)
- d) Consider addendum to contract with Mobile Modular for rental of 7 portable classrooms (Potter)
- e) Consider declaration of surplus property (Potter)
- f) Consider approval of awarding contract to RMA Geoscience to provide construction inspection and testing services for the Wilson Administration Building (Potter)
- g) Consider approval of the 2023-2024 LCAP Federal Addendum Annual Update and 2024 Federal Addendum, and Spending Plan for Title I, II, IV (Heugly)
- h) Consider approval of the 2024-2025 School Plans for Student Achievement (Heugly)
- i) Consider approval of the California School Employees Association's (CSEA) Initial Proposal to the District for 2024-2025 amendments to the 2023-2026 Collective Bargaining Agreement between HESD and CSEA (reopened articles) (Martinez)
- j) Consider approval of the District's Initial Proposal to CSEA for 2024-2025 amendments to the 2023-2026 Collective Bargaining Agreement between HESD and CSEA (reopened articles) (Martinez)
- k) Consider awarding the 2024 Student Laptop Computer purchase bid to CDW-G (Goldsmith)
- I) Consider approval of the revised Board Policy and Administrative Regulation: (Gomez)
  - 6175 Migrant Education Program

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

a) Employment

### Classified

- Jenny Gonzalez, Yard Supervisor 2.25 hrs., Kennedy, effective 04/26/24
- Alicia Mendez, Yard Supervisor 2.5 hrs., Lincoln, effective 04/22/24
- Myles Picazo, Yard Supervisor 1.75 hrs., Kennedy, effective 04/24/24

### Classified Temps/Subs

• Renee Barker, Substitute READY Program Tutor, effective, 5/14/24

### Short Term Classified

- Consuelo Larios-Marsh, Short-Term Special Circumstance Aide 5.75 hrs., Wilson, effective 4/29/24-6/7/24
- Maya Mendez, Short-Term READY Program Tutor 4.5 hrs., Simas, effective 5/7/24-6/7/24

### Short Term Certificated

 Patricia Soper, School Nurse for Summer Programs, June 13, 2024 (4 hours) and June 24 – July 5, 2024 (8 hours/day; no school July 4th)

### Temporary Out of Class Assignment

- Hannie Sewell, from Custodian II 8.0 hrs., Hamilton, to Lead Custodian 0 8.0 hrs., Hamilton, effective 4/29/24-6/7/24
- Susan Tavares, from Lead Custodian 8.0 hrs., Hamilton, to Head Custodian 8.0 hrs., Kennedy, effective 4/29/24-5/30/24

### Certificated reassignment

• Angela Protzman, from Teacher, King, to Induction Coach, TRC, effective 8/8/24 Classified Short-Term Employment – Summer Programs

### **Elementary Summer Program**

- Deborah Albrecht, Licensed Vocational Nurse 8.0 hrs., Hamilton, effective 07/08/24-07/19/24
- April Allen, Substitute READY Program Tutor 5.0 hrs., Hamilton, effective 06/17/24-07/19/24
- Yadira Arciga Castrejon, School Operations Officer 9.0 hrs., Hamilton, effective 07/08/24-07/19/24
- Michelle Banuelos, Substitute READY Program Tutor 5.0 hrs., Hamilton, effective 06/17/24-07/19/24
- Kristin Brieno, READY Program Tutor 5.0 hrs., Hamilton, effective 06/17/24-07/19/24
- Rylynn Burnett, READY Program Tutor 8.0 hrs., Hamilton, effective 06/17/24-07/19/24
- Emily Bush, READY Program Tutor 8.0 hrs., Hamilton, effective 06/17/24-07/19/24
- Monique Cantu, READY Program Tutor 8.0 hrs., Hamilton, effective 06/17/24-07/19/24
- Priscilla Cardenas, READY Program Tutor 5.0 hrs., Hamilton, effective 06/17/24-07/19/24
- Cruz Chavez, Substitute Bilingual Clerk Typist II 7.5 hrs., West Hills Community College, effective 06/17/24-06/27/24
- Maria Flores, Bilingual Clerk Typist II 8.0 hrs., Hamilton, effective 06/17/24-07/19/24
- Julie Gonzales, READY Program Tutor 8.0 hrs., Hamilton, effective 06/17/24-07/19/24
- Marissa Gonzales, Substitute READY Program Tutor 5.0 hrs., Hamilton, effective 06/17/24-07/19/24
- Yara Gutierrez, READY Site Lead 8.0 hrs., Hamilton, effective 06/17/24-07/19/24
- Yvonne Hernandez, READY Site Lead 8.0 hrs., Hamilton, effective 06/17/24-07/19/24
- Sierra Hilyard, READY Program Tutor 8.0 hrs., Hamilton, effective 06/17/24-07/19/24
- Alisa Hout, Special Education Aide 5.0 hrs., Hamilton, effective 06/17/24-07/12/24

### <u>Classified Short-Term Employment – Summer Programs (Cont.)</u>

### **Elementary Summer Program**

- Monica Jacobsen, School Operations Officer 9.0 hrs., Hamilton, effective 07/01/24-07/05/24
- Savannah Juarez, READY Program Tutor 5.0 hrs., Hamilton, effective 06/17/24-07/19/24
- Taylor King, School Operations Officer 9.0 hrs., Hamilton, effective 06/17/24-06/28/24
- Kadence Latham, READY Program Tutor 5.0 hrs., Hamilton, effective 06/17/24-07/19/24
- Michael Leon, READY Program Tutor 8.0 hrs., Hamilton, effective 06/17/24-07/19/24
- Adrianna Luna, READY Site Lead 8.0 hrs., Hamilton, effective 06/17/24-07/19/24
- Alyssa Medina, READY Program Tutor 5.0 hrs., Hamilton, effective 06/17/24-07/19/24
- Anadalila Mendoza Martinez, READY Program Tutor 5.0 hrs., Hamilton, effective 06/17/24-07/19/24
- Bianca Montoya, READY Program Tutor 5.0 hrs., Hamilton, effective 06/17/24-07/19/24
- Marcilina Ocampo, READY Program Tutor 5.0 hrs., Hamilton, effective 06/17/24-07/19/24
- Kristi Ochoa, READY Program Tutor 8.0 hrs., Hamilton, effective 06/17/24-07/19/24
- Maricruz Pacheco Barajas, READY Program Tutor 5.0 hrs., Hamilton, effective 06/17/24-07/19/24
- Jannette Perez, READY Program Tutor 8.0 hrs., Hamilton, effective 06/17/24-07/19/24
- Reynaldo Perez, Bilingual Student Specialist 8.0 hrs., Hamilton, effective 07/01/24-07/19/24
- Addrianna Potter, READY Program Tutor 5.0 hrs., Hamilton, effective 06/17/24-07/19/24
- Stephen Reyes, Substitute READY Program Tutor 5.0 hrs., Hamilton, effective 06/17/24-07/19/24
- Alicia Sanchez, READY Program Tutor 5.0 hrs., Hamilton, effective 06/17/24-07/19/24
- Sandra Solorio, Licensed Vocational Nurse 8.0 hrs., Hamilton, effective 06/17/24-06/28/24
- Viviana Solorio, READY Program Tutor 5.0 hrs., Hamilton, effective 06/17/24-07/19/24
- Elizabeth Steen, READY Program Tutor 5.0 hrs., Hamilton, effective 06/17/24-07/19/24
- Maddison Tomey, READY Program Tutor 8.0 hrs., Hamilton, effective 06/17/24-07/19/24
- Alijah Turner, Substitute READY Program Tutor 5.0 hrs., Hamilton, effective 06/17/24-07/19/24
- Selina Valles, READY Program Tutor 8.0 hrs., Hamilton, effective 06/17/24-07/19/24
- Brenn Vallin, Substitute READY Program Tutor 5.0 hrs., Hamilton, effective 06/17/24-07/19/24

### <u>Classified Short-Term Employment – Summer Programs (Cont.)</u>

### **Elementary Summer Program**

- Ashley Torres, READY Program Tutor 5.0 hrs., Hamilton, effective 06/17/24-07/19/24
- Rachelle Vasquez, Student Specialist 8.0 hrs., Hamilton, effective 06/17/24-06/28/24
- Jasmine Vidal, READY Program Tutor 5.0 hrs., Hamilton, effective 06/17/24-07/19/24
- Mia Welsh, READY Program Tutor 5.0 hrs., Hamilton, effective 06/17/24-07/19/24
- Norma Zuniga, Licensed Vocational Nurse (Bilingual) 8.0 hrs., Hamilton, effective 07/01/24-07/05/24

### Extended School Year Program

- James Joyce, Special Education Aide 5.0 hrs., Hamilton, effective 6/17/24-7/12/24
- Militza Mendoza, Special Education Aide 5.0 hrs., Hamilton, effective 6/17/24-7/12/24

### <u>Certificated Short Term Employment – SUMMER PROGRAMS</u>

### Special Education Extended School Year:

Hamilton Elementary School

June 13, 2024 – June 14, 2024, 4 hours/day for Preparation

June 17, 2024 – July 12, 2024, 5 hours/day for Instruction

(no school June 19, 2024 & July 4, 2024)

- Lucy Brieno, June 13-14, June 17-21(no school June 19th), June 24-28
- Charles Cole, June 13-14, July 1-5 (no school July 4th), July 8-12
- Cynthia Lewis, June 13-14, July 1-5 (no school July 4th), July 8-12
- Shelby McWells, June 13-14, July 1-5 (no school July 4th), July 8-12
- Tianna Sandoval, June 13-14, June 17-21 (no school June19th), June 24-28
- Maribel Santiago, June 13-14, June 17-21 (no school June19th), June 24-28

### Nursing Services for Summer Programs:

Hamilton Elementary School

June 17, 2024 – July 19, 2024, 8 hours/day for Assignment

(no school June 19, 2024 & July 4, 2024)

- Leann Williamson, June 10, 2024 June 14, 2024, 4 hours/day for Preparation
- Cara Cummings, June 17-21 (no school June 19th), July 15-19
- Kayla Dupree, July 8-12

### Specialists for Summer Programs:

Hamilton Elementary School

June 17, 2024 – July 19, 2024, 8 hours/day for Assignment

(no school June 19, 2024 & July 4, 2024)

- Arlo Braun, Psychologist, July 1-5(no school July 4th), July 8-12
- Rita Diaz, Psychologist, June 24-28
- Serena Houser, Counselor, July 8-12, July 15-19

### Specialists for Summer Programs (Cont.):

- Jami Jenkins, Psychologist, June 17-21(no school June 19th)
- Boa Moua, Psychologist, July 15-19
- Phoua Xiong, Counselor, June 17-21 (no school June 19th), June 24-28, July 1-5 (no school July 4th)

### Administrators for Summer Programs:

Junior High (West Hills College, Lemoore)

June 17, 2024 – June 27, 2024, 9 hours/day (no school June 19, 2024)

• Cristy Goins, June 17-21 (no school June 19th), June 24-27 Hamilton Elementary School

June 17, 2024 – July 19, 2024, 5.5 hours/AM, 5.5 hours/PM (no school June 19, 2024 & July 4, 2024)

- Sara DeCuir, July 15-19
- Carin De La Torre, June 24-28
- Steven Mueller, July 8-12
- Cynthia Pursell, June 17-21 (no school June 19th), June 24-28
- Sang Xiong, July 1-5 (no school July 4th)

### **Elementary Summer Program:**

Hamilton Elementary School

June 13, 2024 – June 14, 2024, 4.25 hours/day for Preparation June 17, 2024 – July 19, 2024, 4.25 hours/day for Instruction (no school June 19, 2024 & July 4, 2024)

Teachers are assigned in one or more of the date ranges above:

Adams, Michelle Adams, Rosa Aguilar, Juana	Gonzalez, Eva Graham, Joann Grillias, Nicholas	Nabayan, Melissa Nielsen, Chad Porras, Anthony
Aleixo, Alicia	Hawkins, Angel	Porras, John
Andrada, Alexis	Heugly, Sierrah	Porras, Maria
Arnold, Carson	Hope, Alyssa	Richmond, Jaimie
Baldwin, Scott	Hopper, Mariah	Romero, Mariah
Banuelos, Mary Ann	Howell, Lindsay	Rosales, Maria
Castaneda, Catherine	Jasso, Jana	Ryan, Tracy
Cavanaugh, Josie	Lawson, Maria	Thompson-Pedro, Sherrie
Coz, Kathryn	Lewis, Cynthia	Scott-McCallion, Melisa
Cruse, Katelyn	Loewen, Shannon	Strickland, Kylie
Curiel, Cindy	Martin, Zachary	Sippel, Kathryn
De Leon, Gabriel	Mayfield, Kelle	Thompson, Emily
Doyel, Jacquelyn	Medina, Christina	Vasquez, Oswaldo
Flores, Rose	Mercado, Audree	Vasquez, Roberta
Gomez, Vanessa	Moran, Madison	Williams, Frederick
Gonzalez, Eric	Munro, Megan	Zaragoza, Mario

### Summer Program Teachers:

Junior High (West Hills College, Lemoore)
June 14, 2024, up to 2 hours for Preparation

June 17-21, 2024 (no school June 19th), 8 hours/day for Instruction June 24-27, 2024, 8 hours/day for Instruction

- Juarez, Damien
- Raymond, Paul
- Wittus, Jennifer

### b) Resignations

### Classified

- Bianca Rodriguez, Substitute Yard Supervisor, effective 04/12/24
- Dilia Silveira, Yard Supervisor 1.0 hr., Richmond, effective 05/29/24
- Esmeralda Torres-Gonzalez, Substitute Special Education Aide and Yard Supervisor, effective 02/01/24
- Alijah Turner, READY Program Tutor 4.5 hrs., Roosevelt, effective 05/10/24 Certificated
  - Carl Carrizales, Teacher, King, effective 6/7/24

#### Retirements

- Joel Cooley, Transportation Manager, 8.0 hrs., DSF, effective 8/1/24
- Stephanie Mendes, Special Education Aide 5.0 hrs., Kennedy, effective 6/7/24
- Frances Moreno, Bilingual CDS Specialist 8.0 hrs., CDS, effective 5/21/24
- c) Consider approval of a Practicum Student Agreement with Fresno Pacific University
  - Authorize agreement to enter into a Internship Agreement between Hanford Elementary School District and Fresno Pacific University to be effective on 5/10/24 through 5/10/2027 (3-year maximum)
- d) Volunteers

NameSchoolYvette SandovalRichmondBernadette WilliamsSimas

Iesha Banda Washington/Kennedy

### **6. FINANCIAL** (Endo)

- a) Consider approval of the Kings County Treasurer's Quarterly Compliance Report
- b) Consider approval of legal contracts for the 2024-2025 fiscal year
- c) Consider adoption of Resolution #23-24 Authorizing the District to join Education Technology Joint Powers Authority (EdTech JPA)
- d) Consider approval of contract with School Services of California for the 2024-25 fiscal year

### **ADJOURN MEETING**

### HANFORD ELEMENTARY SCHOOL DISTRICT AGENDA REQUEST FORM

TO: FROM: DATE:	Joy Gabler Jay Strickland May 10, 2024
For:	<ul> <li>☑ Board Meeting</li> <li>☐ Superintendent's Cabinet</li> <li>☐ Information</li> <li>☑ Action</li> </ul>
Date you wis	sh to have your item considered: May 22, 2024
<u>ITEM</u> : Admi	nistrative Panel Recommendations
D	

### **PURPOSE**:

Case# 24-34 – Kennedy Case# 24-35 – Wilson Case# 24-36 – Community Day Impose #24-20 - Kennedy

### HANFORD ELEMENTARY SCHOOL DISTRICT

### AGENDA REQUEST FORM

TO: Jo	oy C. Gabler
FROM: D	David Endo
DATE: 0	5/13/2024
FOR:	<ul><li>☑ Board Meeting</li><li>☑ Superintendent's Cabinet</li></ul>
FOR:	☐ Information ☐ Action
Date you wish to l	have your item considered: 05/22/2024
ITEM: Consider approval	l of warrants.
PURPOSE: The administratio 05/03/24, 05/08/24	In is requesting the approval of the warrants as listed on the registers dated: $4 \text{ and } 05/10/24$ .
FISCAL IMPAC See attached.	T:
RECOMMENDA	ATIONS:

Approve the warrants.

### Warrant Register For Warrants Dated 05/03/2024

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Warrant Number	Vendor Number	Vendor Name	Amount
12744989	7735	MELISSA ACOSTA – Reimburse-Other Services	\$130.00
12744990	8390	APPLIANCE SERVICE PLUS – Services/Repair	\$265.00
12744991	6253	AT&T – Telephone Communications	\$4,387.79
12744992	91	AUTOMATED OFFICE SYSTEMS – Services/Repair	\$5,972.58
12744993	7660	BERNADETTE BRACY – Reimburse-Mileage	\$25.73
12744994	7366	BRECK'S ELECTRIC MOTORS INC. – Materials/Supplies	\$158.63
12744995	7208	BRITNEY CAETANA – Reimburse-Materials/Supplies	\$38.62
12744996	8402	NORMA CASAS – Reimburse-Other Services	\$39.00
12744997	1667	CDW GOVERNMENT INC. – Materials/Supplies	\$1,742.94
12744998	303	CHAFFEE ZOO - Roosevelt/Monroe/Hamilton/Simas Study Trips	\$2,108.00
12744999	405	DASSEL'S PETROLEUM INC. – Materials/Supplies	\$4,219.19
12745000	405	DASSEL'S PETROLEUM INC. – Materials/Supplies	\$3,547.24
12745001	630	CITY OF HANFORD – Washington Field Trip	\$945.00
12745002	8246	MANDI HANSEN – Reimburse-Materials/Supplies	\$95.93
12745003	4532	HENRY SCHEIN INC – Warehouse Inventory	\$292.69
12745004	2188	THE HOME DEPOT PRO – Warehouse Inventory	\$453.77
12745005	8178	JUMPS R US – Other Services	\$795.80
12745006	5290	KEENAN & ASSOCIATES – Other Services	\$3,024.00
12745007	796	KINGS COUNTY OFFICE OF ED – Membership Dues	\$250.00
12745008	912	MANGINI ASSOCIATES INCMonroe TK/K/Woodrow Admin Projects	\$15,277.50
12745009	8400	MELISSA CRISTINA MARQUEZ – Other Services	\$250.00
12745010	5934	PEARSON - CLINICAL ASSESSMENT - Other Services	\$1,140.00
12745011	6035	PROJECT SURVIVAL CAT HAVEN - Richmond Study Trip	\$738.00
12745012	7288	RANCHO NOTSO GRANDE – Simas READY Field	\$480.00
12745013	8122	RODRIGUEZ SISTERS' LLC – Materials/Supplies	\$240.00
12745014	5756	SAN JOAQUIN VALLEY PALEONTOLOGY - Hamilton Study Trip	\$200.00
12745015	1303	SAVE MART SUPERMARKETS - Food Services-Food	\$440.56
12745016	4366	SCOUT ISLAND EDUCATION CENTER – Roosevelt Study Trip	\$950.00
12745017	6826	SITELOGIQ – Hamilton Solar Project	\$110,129.20
12745018	1801	SMART & FINAL STORES (HFD KIT) - Food Services-Food	\$111.40
12745019	1392	SOUTHERN CALIFORNIA EDISON CO. – Utilities	\$16,143.95
12745020	7980	NATASHA SOUZA – Reimburse-Other Services	\$100.00
12745021	1403	STANISLAUS FOUNDATION - DENTAL - Health/Welfare Benefits	\$16,200.40
12745022	6036	SURVEYMONKEY INC – Other Services	\$3,780.00
12745023	6671	TULARE COUNTY OFFICE OF EDUCATION – Richmodn Study Trip	\$450.00
12745024	1558	VERIZON WIRELESS – Telephone Communications	\$1,867.26
12745025	7352	WILD WATER ADVENTURE PARK – Jefferson Field Trip	\$2,033.61

**Total Amount of All Warrants:** 

\$199,023.79

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### Warrant Register For Warrants Dated 05/08/2024

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Warrant Number	Vendor Number	Vendor Name	Amount
12745608	8063	FIDELITY SECURITY LIFE INSURANCE CO. – Health/Welfare Benefits	\$11,244.97
12745609	8063	FIDELITY SECURITY LIFE INSURANCE CO. – Health/Welfare Benefits	\$107.28
12745610	8404	FRESNO FLYERS TRACK CLUB – Entry Fees	\$1,410.00
12745611	5946	THE HARTFORD – Health/Welfare Benefits	\$1,493.16
12745612	7732	METLIFE SMALL MARKET – Health/Welfare Benefits	\$4,687.85
12745613	1367	SISC III – Health/Welfare Benefits	\$706,631.75
12745614	8095	SKYLINE BUS CHARTER LLC – Other Services	\$12,900.00

**Total Amount of All Warrants:** 

\$738,475.01

### Warrant Register For Warrants Dated 05/10/2024

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Warrant Number	Vendor Number	Vendor Name	Amount
12745731	73	APPLE INC. – Materials/Supplies	\$82,076.08
12745732	3947	ATKINSON ANDELSON LOYA RUUD & ROMO – Other Services	\$19,696.69
12745733	4983	B & H PHOTO-VIDEO – Materials/Supplies	\$787.63
12745734	113	BARNES AND NOBLE-5886056 – Books	\$56.50
12745735	1690	BATTERY SYSTEMS – Materials/Supplies	\$1,358.32
12745736	7399	BIMBO BAKERIES USA – Food Services-Food	\$2,300.67
12745737	6658	BRICKS4KIDZ – Other Services	\$1,260.00
12745738	355	CDT INC. – Other Services	\$198.00
12745739	1667	CDW GOVERNMENT INC Other Services, Materials/Supplies	\$10,799.48
12745740	1667	CDW GOVERNMENT INC Materials/Supplies	\$253.53
12745741	6964	CENTRAL VALLEY PRINT SOLUTIONS INC. – Materials/Supplies	\$1,398.81
12745742	8397	INC CENTRAL VALLEY REFRIGERATION - Food Services-Services/R	Lepair \$174.00
12745743	303	CHAFFEE ZOO – Jefferson/Simas Study Trips	\$1,712.00
12745744	331	CLASSIC CHARTER INC. – Other Services	\$5,046.00
12745745	4178	COOK'S COMMUNICATION – Materials/Supplies	\$299.74
12745746	3973	DANIELLE DARPLI – Reimburse-Mileage	\$117.85
12745747	405	DASSEL'S PETROLEUM INC. – Food Services-Materials/Supplies	\$753.02
12745748	8281	DAWN ELECTRIC INC. – Services/Repair	\$6,898.00
12745749	416	DEMCO INC. – Materials/Supplies	\$363.75
12745750	416	DEMCO INC. – Materials/Supplies	\$676.94
12745751	5786	DOCUMENT TRACKING SERVICES – Other Services	\$3,429.47
12745752	5489	ECS IMAGING INC. – Other Services	\$11,051.00
12745753	7456	EIDE BAILLY LLP – Other Services	\$3,928.00
12745754	1750	EMPIRE SUPPLY COMPANY INC. – Materials/Supplies	\$9,639.63
12745755	1821	FAGUNDES AUTOMOTIVE – Services/Repair	\$4,328.83
12745756	7689	FIRST TO THE FINISH – Materials/Supplies	\$3,753.75
12745757	7528	GLOBAL INDUSTRIAL – Materials/Supplies	\$300.24
12745758	591	GOLD STAR FOODS – Food Services-Food	\$22,276.45
12745759	599	GOPHER SPORT – Materials/Supplies	\$9,449.12
12745760	5813	HANFORD FOX THEATER – JFK Field Trip	\$1,400.00
12745761	2188	THE HOME DEPOT PRO – Materials/Supplies, Services/Repair	\$3,001.75
12745762	711	THE HORN SHOP – Materials/Supplies	\$386.10
12745763	8039	HOUGHTON MIFFLIN HARCOURT – Textbooks	\$1,462.48
12745764	8257	IMPERIAL BAG & PAPER CO LLC – Food Services-Materials/Supplies	\$8,847.42
12745765	3015	INSECT LORE – Materials/Supplies	\$366.35
12745766	5290	KEENAN & ASSOCIATES – Insurance	\$1,231.32
12745767	4846	KINGS AREA RURAL TRANSIT – Other Services	\$50.00
12745768	3760	KINGS COUNTY AIR – Services/Repair	\$1,200.00
12745769	3494	KINGS COUNTY BOWL – Simas Field Trip	\$410.00
12745770	796	KINGS COUNTY OFFICE OF ED – Other Services	\$44,926.25
12745771	806	KINGS COUNTY TROPHY – Materials/Supplies	\$3,937.15
12745772	6912	KINGS SYMPHONY ORCHESTRA – Other Services	\$66.08
12745773	808	KINGS WASTE & RECYCLING – Utilities	\$2,286.00
12745774	7135	GRACIELA MAGALLON – Reissue Reimburse-Materials/Supplies	\$395.50
12745775	4188	CHAD NIELSEN – Reimburse-Mileage	\$49.18
12745776	1058	ODP BUSINESS SOLUTIONS LLC – Materials/Supplies	\$172.60
12745777	4118	KERRY PIEROTTE – Reimburse-Mileage	\$25.59
12745778	3726	SHELBY POOLE – Reimburse-Other Services	\$85.00

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### Warrant Register For Warrants Dated 05/10/2024

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Warrant Number	Vendor Number	Vendor Name	Amount
12745779	1168	PRODUCERS DAIRY PRODUCTS – Food Services-Food	\$17,056.22
12745780	7580	PRUDENTIAL OVERALL SUPPLY - Food Services-Other Services	\$230.92
12745781	7346	RMA GEOSCIENCE INC Hamilton Solar Project	\$4,276.30
12745782	7623	SAFETYSIGN - Materials/Supplies	\$555.60
12745783	6328	SAM ACADEMY – Richmond Study Trip	\$1,982.50
12745784	1303	SAVE MART SUPERMARKETS – Food Services-Food	\$519.87
12745785	1310	SCHOLASTIC BOOK FAIRS – 13 – Books	\$4,861.26
12745786	1801	SMART & FINAL STORES (HFD KIT) - Food Services-Food	\$96.45
12745787	773	SPORTS OFFICIATING SERVICE – Other Services	\$2,731.00
12745788	1404	STANISLAUS FOUNDATION - ADMIN - Health/Welfare Benefits	\$2,956.76
12745789	1403	STANISLAUS FOUNDATION – DENTAL – Health/Welfare Benefits	\$19,627.57
12745790	4381	STAPLES - BUSINESS ADVANTAGE - Materials/Supplies	\$2,794.31
12745791	1444	SYSCO FOODSERVICES OF MODESTO - Food Services-Food	\$26,287.77
12745792	7182	TEK VISIONS – Materials/Supplies	\$545.67
12745793	4114	TULARE COUNTY OFFICE OF EDUCATION – Jefferson Field Tirp	\$300.00
12745794	1780	UNITED RENTALS – Services/Repair	\$855.97
12745795	1554	SONIA VELO – Reimburse-Mileage	\$156.78
12745796	8168	SIBONEY VENEGAS – Reissue Refund-Book	\$12.00
12745797	21	VISALIA ADVENTURE PARK – Lincoln/READY/Hamilton Field Trips	\$2,595.00

**Total Amount of All Warrants:** 

\$363,124.22

13 Hanford Elementary School District

### Credit Card Register For Payments Dated 05/10/2024

Page 1 of 1 5/10/2024 7:34:15AM

<b>Document Number</b>	Vendor Number	Vendor Name	Amount
14038831	3599	4IMPRINT INC – Materials/Supplies	\$2,038.65
14038832	5033	AA RADIATOR & MUFFLER & SUSPEN – Materials/Supplies	\$797.94
14038833	2763	AMSTERDAM PRINTING & LITHO – Materials/Supplies	\$371.73
14038834	415	DELRAY TIRE & RETREADING INC. – Services/Repair	\$336.67
14038835	2103	EDGEWOOD PRESS – Materials/Supplies	\$1,223.49
14038836	4092	FITNESS FINDERS INC – Other Services	\$169.95
14038837	7836	FOLLETT CONTENT SOLUTIONS LLC – Books	\$971.56
14038838	7836	FOLLETT CONTENT SOLUTIONS LLC – Books	\$616.23
14038839	529	FOLLETT SCHOOL SOLUTIONS – Other Services	\$26,203.24
14038840	827	LA TAPATIA TORTILLERIA INC Food Services-Food	\$1,072.50
14038841	1071	ORIENTAL TRADING CO. INC. – Materials/Supplies	\$3,711.08
14038842	1325	SCHOOL NURSE SUPPLY – Materials/Supplies	\$25.66
14038843	1326	SCHOOL SERVICES OF CALIF. INC Travel/Conference	\$195.00
14038844	1753	SMILEMAKERS – Materials/Supplies	\$216.95
14038845	1466	TERMINIX COMMERCIAL – Food Services-Other Services	\$40.00

**Total Amount of All Credit Card Payments:** 

\$37,990.65

### Hanford Elementary School District Minutes of the Regular Board Meeting May 8, 2024

Minutes of the Regular Board Meeting of the Hanford Elementary School District Board of Trustees on May 8, 2024, at the District Office Board Room, 714 N. White Street, Hanford, CA.

### Call to Order

President Strickland called the meeting to order at 5:30 p.m. Trustee Garcia, Garner and Revious were present. Trustee Hernandez will be joining telephonically upon the Board's return to Open Session.

### Present

**HESD Managers** Joy C. Gabler, Superintendent, and the following administrators were present: Kristina Baldwin, Cristy Goins, Lindsey Calvillo, David Endo, David Goldsmith, Matt Gamble, Lucy Gomez, Lindsay Hastings, Robert Heugly, 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 5:53 p.m.

President Strickland stated "Due to medical reasons, Trustee Lupe Hernandez will be joining this regularly scheduled board meeting by telephone from her residence."

### Case# 24-31

Vice-President Garcia moved to accept the Findings of Facts and expel Case #24-31 for the remainder of the 2023-2024 school year and the first semester of the 2024-2025 school year for violation of Education Code 48900 and/or 48915 as determined by the Administrative Panel at hearings held on May 6, 2024. Vice-President Garcia further moved that the expulsion order be immediately suspended, and student may return to regular school in probationary status on a Behavior Conditions plan through December 20, 2024. Trustee Garner seconded; motion carried 4-0:

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

### Case# 24-32

Vice-President Garcia moved to accept the Findings of Facts in Case #24-32 and suspend student from continuation program for the remainder of the 2023-2024 school year for violation of Education Code 48900 and/or 48915 as determined by the Administrative Panel at hearings held on May 6, 2024. Parents may apply for

Readmission on or after June 7, 2024. Trustee Garner seconded; motion carried 4-0:

Garcia – Yes Garner - Yes

Hernandez – Abstain

Revious – Yes Strickland – Yes

#### Case# 24-33

Vice-President Garcia moved to accept the Findings of Facts and expel Case #24-33 for the remainder of the 2023-2024 school year and the first semester of the 2024-2025 school year for violation of Education Code 48900 and/or 48915 as determined by the Administrative Panel at hearings held on May 6, 2024. Parents may apply for readmission on or after June 7, 2024. If readmission is granted. Student may return to regular school in probationary status on a Behavior Conditions Plan through December 20, 2024. Trustee Garner seconded; motion carried 4-0:

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

### PRESENTATION, REPORTS AND COMMUNICATIONS

### **Public** Comments

None

### Comments

**Board and Staff** Superintendent Joy Gabler introduced the new Learning Director of Jefferson Academy, Guadalupe Rangel-Lemus. Guadalupe's family was in attendance.

> Gina Young, HETA Vice-President, stated they will be going into negotiations and will be bringing forward school calendar/work year, insurance benefits and salary.

Trustee Garner congratulated and gave his support to Mrs. Lemus. Trustee Garner shared Mrs. Rangel-Lemus is his daughter's teacher and have had a great experience.

Trustee Garner also commended the HESD student athletes that took part in the Valley Championship Track Meet held in Fresno on Saturday, May 18th.

### Requests to Address the **Board**

None

### Dates to Remember

President Strickland reviewed dates to remember: Employee Recognition – May 15<sup>th</sup>, Regular Board Meeting – May 22<sup>nd</sup>.

### **CONSENT ITEMS**

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

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

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

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

The items approved are as follows:

- a) Warrant listings dated April 17, 2024; April 19, 2024; April 24, 2024 and April 26, 2024.
- b) Minutes of the Regular Board Meeting held on April 24, 2024.
- c) Interdistrict transfers as recommended.
- d) Donation of 100 feminine hygiene packs for homeless and foster students from Bank of America, Hanford Branch.
- e) Donation of \$14.50 from Box Top Education.
- f) Donation of \$4,000.00 from Simas PTC.
- g) Donation of \$1,000.00 from Washington PTC.

Trustee Garner thanked all the donors for supporting our District.

### **INFORMATION ITEMS**

# 2023-24 District/Board Goal

- a) Joy Gabler, Superintendent, presented for information a review of the 2023-2024 District/Board Goals. She shared a PowerPoint presentation reviewing the District's five goals that align with the eight state priorities and the Districts Local Control Accountability Plan. Joy went over each goal and how the district is implementing each goal. The five goals reviewed are:
  - 1) Students will receive a broad educational program that includes English language arts, mathematics, science, history, visual and performing arts, and physical education.
  - 2) All students will make progress toward proficiency on the state adopted standards and English learners will make progress learning the English language.
  - 3) The district will support teachers and staff with professional development, training, and collaboration time.

- 4) Students will learn in a safe, well-maintained school where they are supported, engaged, and connected to their school.
- 5) Communication between schools and home will be regular and meaningful.

### **CSEA Initial Proposal**

a) Jaime Martinez, Assistant Superintendent to Human Resources, presented for information California School Employee Association's (CSEA) Initial Proposal to the District for 2024-2025 amendments to the 2023-2026 Collective Bargaining Agreement between HESD and CSEA (reopened articles).

### **Proposal**

**District's Initial** b) Jaime Martinez, Assistant Superintendent to Human Resources, presented for information District's Initial Proposal to CSEA for 2024-2025 amendments to the 2023-2026 Collective Bargaining Agreement between HESD and CSEA (reopened articles).

### **BP/AR 6175**

- c) Lucy Gomez, Director of Curriculum, presented for information the revised Board Policy and Administrative Regulation:
  - 6175 Migrant Education Program

### **BOARD POLICIES AND ADMINISTRATION**

### **HETA's Initial Proposal**

a) Trustee Garner made a motion to approve of the Hanford Elementary Teachers Association's Initial Proposal for 2024-2025 amendments to the Collective Bargaining Agreement between HESD and HETA (reopened articles). Trustee Garcia seconded; motion carried 5-0:

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

### **Proposal**

**District's Initial** b) Trustee Garcia made a motion to approve the District's Initial Proposal to HETA for 2024-2025 amendments to the Collective Bargaining Agreement (reopen articles). Trustee Garner seconded; motion carried 5-0:

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

#### **BP 1250**

c) Trustee Garner made a motion to approve the revised Board Policy 1250 – Visitors/Outsiders. Trustee Garcia seconded; motion carried 5-0:

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

### **BP/AR 3400**

d) Trustee Garner made a motion to approve the revised Board Policy and Administrative Regulation 3400 – Management of District Assets/Accounts. Trustee Revious seconded; motion carried 5-0:

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

### **BP/AR 3550**

e) Trustee Garner made a motion to approve the Board Policy and Administrative Regulation 3550 – Food Service/Child Nutrition Program. Trustee Revious seconded; motion carried 5-0:

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

### **BP/AR 3551**

f) Trustee Garner made a motion to approve the revised Board Policy and Administrative Regulation 3551 – Food Service Operations/Cafeteria Fund. Trustee Garcia seconded; motion carried 5-0:

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

### **BP/AR 3553**

g) Trustee Revious made a motion to approve the the revised Board Policy and Administrative Regulation 3553 – Free and Reduced Price Meals. Trustee Garner seconded; motion carried 5-0:

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

### **PERSONNEL**

Trustee Garcia made a motion to take Personnel items "a" through "f" together. Trustee Garner seconded; the motion carried 5-0:

Garcia – Yes Garner – Yes Hernandez – Yes Revious – Yes Strickland – Yes Trustee Garcia then made a motion to approve Personnel items "a" through "f". Trustee Garner seconded; the motion carried 5-0:

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

### The following items were approved:

### Item "a" – Employment

### Certificated

- Ashlyn Vidana, Teacher, Probationary, effective 8/8/24
- Classified
- Juan Botello, Yard Supervisor 2.75 hrs., Simas, effective 4/22/24
- Classified Temps/Subs
- Kathleen Nino, Substitute Yard Supervisor, effective 4/23/24
- Santiago Rodriguez, Substitute READY Program Tutor, effective 4/26/24
- Kiefer Rose, Athletic Coach, effective 4/11/24

### Short Term Classified

- Cristina Castorena, Short-Term READY Program Tutor 4.5 hrs., Simas, effective 4/15/24-6/7/24
- Janeth Medina, Short-Term READY Program Tutor 4.5 hrs., Monroe, effective 4/15/24-6/7/24
- Sheccid Solis, Short-Term READY Program Tutor 4.5 hrs., Washington, effective 4/15/24-6/7/24
- Sevannah Treviño, Short-Term READY Program Tutor 4.5 hrs., Jefferson, effective 04/15/24-06/07/24
- Maria Villaseñor, Short-Term READY Program Tutor 4.5 hrs., King, effective 04/15/24-06/07/24

### Temporary Out of Class Assignment

 Aurelanio Arroyo, from Custodian II – 8.0 hrs., Washington, to Lead Custodian – 8.0 hrs., Washington, effective 03/01/24-05/08/24

### Release of At-Will Employee – Conclusion of Seasonal Assignment

- Francisco Carrillo, Athletic Coach, effective 10/15/16
- Daniel Covarrubias, Athletic Coach, effective 01/12/17
- Patricia Diaz, Athletic Coach, effective 03/12/20
- Terry Duncil, Athletic Coach, effective 02/09/22
- Torreya Edwards, Athletic Coach, effective 10/05/18
- Marisa Gonzalez, Athletic Coach, effective 12/16/16
- Raul Guzman, Athletic Coach, effective 04/25/18
- Aaron Johnston, Athletic Coach, effective 09/25/18
- Ashley Karasti, Athletic Coach, effective 01/22/19
- Leonard Landeros, Athletic Coach, effective 05/07/18
- Ada Lopez, Athletic Coach, effective 12/06/23
- Isabela Medina, Athletic Coach, effective 05/24/17
- Paul Meza, Athletic Coach, effective 10/15/19
- Reunite Mims, Athletic Coach, effective 04/28/23
- Jorge Navarro, Athletic Coach, effective 02/03/18
- Noe Noyola, Athletic Coach, effective 12/18/18
- Savino Perico, Athletic Coach, effective 10/23/21

- Jared Rasbeary, Athletic Coach, effective 04/19/17
- Jason Roberson, Athletic Coach, effective 02/10/17
- Tara Rodriguez, Athletic Coach, effective 05/25/17
- Simon Nelson, Athletic Coach, effective 04/26/17
- Mario Villa Honorato, Athletic Coach, effective 12/14/18
- Item "b" Certificated Management Promotion
- Leslie Marain, from Program Specialist Special Education, Special Services to Director of Special Education, Special Services, effective 7/1/24
- Guadalupe Rangel-Lemus, from Teacher, Jefferson, to Learning Director, Jefferson, effective 7/1/24

### Item "c" -Resignations

### Classified

**Name** 

- Brenn Vallin, READY Program Tutor 4.5 hrs., Simas, effective 5/6/24
   Certificated Retirement
  - Claudia Davis, Teacher, Simas, effective 6/7/24
  - Lana Sandoval, Teacher, Kennedy, effective 6/7/24

### Item "d" – Job Description

• Director of Special Education (title change and revised)

**Item "e" – Gran** Consider approval of a Teacher Internship Agreement with Grand Canyon University **Canyon** (GCU)

University

 Authorize agreement to enter into a Teacher Internship Agreement between Hanford Elementary School District and GCU to be effective on 4/5/2024 through 4/5/2027 (3-year maximum)

School

### Item "f" – Volunteers

Hailey Taylor Hamilton Blanca Aldaco Jefferson Larry Lawson Jefferson Heriberto Ramirez Jefferson Yesenia Serna Jefferson Magdalena Ventura King Serena Hernandez Lincoln Maria Ochoa Lincoln Maria Andrade Monroe Natalie Gonzales Monroe Kristi Ochoa (HESD Employee) Simas Monica Sales Simas Ashley Brown (HESD Employee) Wilson

### **Adjournment**

There being no further business, President Strickland adjourned the meeting at 6:46 p.m.

Respectfully submitted,

Joy C. Gabler, Secretary to the Board of Trustees

### HANFORD ELEMENTARY SCHOOL DISTRICT

### **AGENDA REQUEST FORM**

TO: Joy C. Gabler

FROM: Javier Espindola

DATE: May 13, 2024

FOR: Board Meeting

Superintendent's Cabinet

☐ Information ☐ Action FOR:

Date you wish to have your item considered: May 22, 2024

**ITEM:** Donation of \$6,667.51 from Jefferson PTC to Jefferson Academy.

**PURPOSE:** To be used to cover study trip entry fees and transportation, memorial bench for Jefferson, and supplies for cultural events.

FISCAL IMPACT: Increase of \$6,667.51 to Jefferson Budget as follows:

0100-1100-0-1110-1000-430000-021-0000	\$399.55
0100-1100-0-1110-1000-440000-021-0000	\$1,807.16
0100-1100-0-1110-1000-571020-021-0000	\$2,328.80
0100-1100-0-1110-1000-580000-021-0000	\$2,132.00

**RECOMMENDATIONS:** Accept Donation

### HANFORD ELEMENTARY SCHOOL DISTRICT

### **AGENDA REQUEST FORM**

TO:	Joy C.	Gabler
FROM:	David	Endo
DATE:	05/13/2	2024
FOR:		Board Meeting Superintendent's Cabinet
FOR:		Information Action

Date you wish to have your item considered: 05/22/2024

### ITEM:

Receive information related to phone survey.

### **PURPOSE:**

The District contracted with Isom Adviors to conduct a phone survey to assess the public's opinion on the projects that have been identified in the Facilities Master Plan and the financing thereof. The survey has been completed and Jason List from Isom Advisors will be presenting the results.

### **FISCAL IMPACT:**

None.

### **RECOMMENDATIONS:**

This item is for information only.

# Isom Advisors a Division of URBAN FUTURES Incorporated

# Survey Results Presentation for Hanford Elementary School District

by

Isom Advisors, a Division of Urban Futures, Inc.

May 2024



# Methodology

There are 22,068 registered voters in the District

**Hanford Elementary School District** 

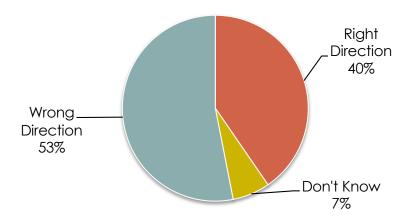
- The Hanford Elementary School District is currently assessing the feasibility of placing a general obligation bond measure on an upcoming ballot.
- A survey was conducted from Tuesday April 30<sup>th</sup> through Monday May 6<sup>th</sup> to assess support for the proposed bond measure.
- The survey tested voter attitudes regarding the District, projects, and tax tolerances for a possible school facilities improvement bond program.
- 292 households were contacted, which resulted in an overall margin of error of +/- 5.70%.

# General Questions

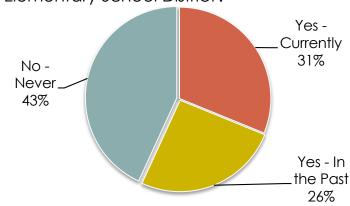
### Majority of voters satisfied with the quality of education

### **Hanford Elementary School District**

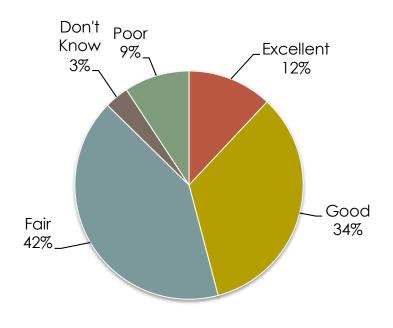
Generally speaking, would you say education in California is headed in the right direction or the wrong direction?



Do you have any children or grandchildren who are now attending school in the Hanford Elementary School District?



From what you know or what you've heard, would you rate the quality of education provided by the Hanford Elementary School District as Excellent, Good, Fair, or Poor?

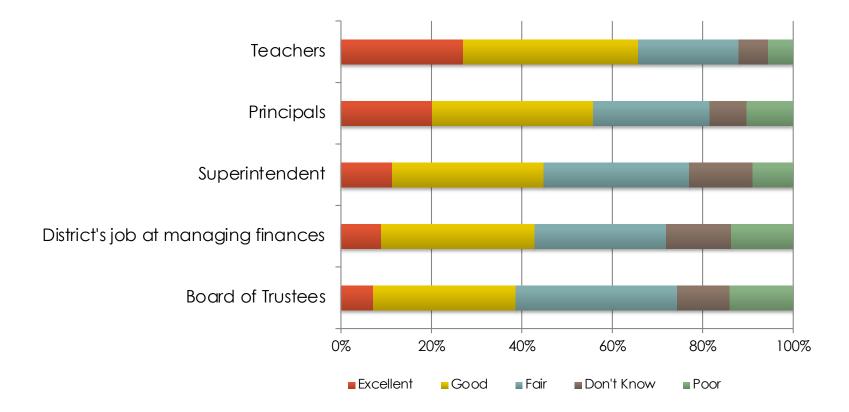


## General Questions

### Voters are supportive of the District

**Hanford Elementary School District** 

Now I would like to ask you several questions regarding different aspects of the Hanford Elementary School District. For each please tell me whether you would rate it is as Excellent, Good, Fair, or Poor?

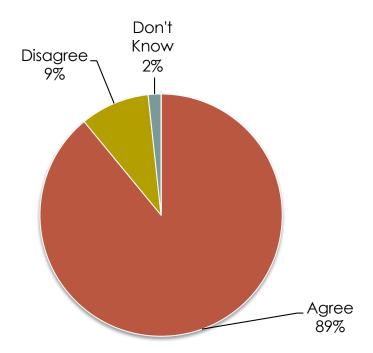


### General Questions

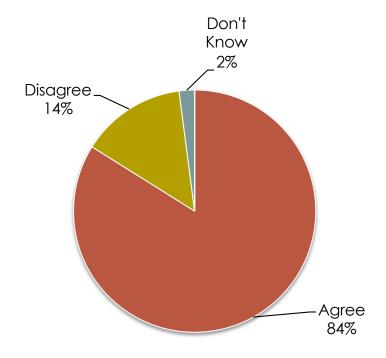
### Majority of voters believe in more funding

### **Hanford Elementary School District**

Good schools help improve property values?



Because the state continues to reduce funding for facility improvements, local voters need to do more to protect the quality of facilities in their local public schools



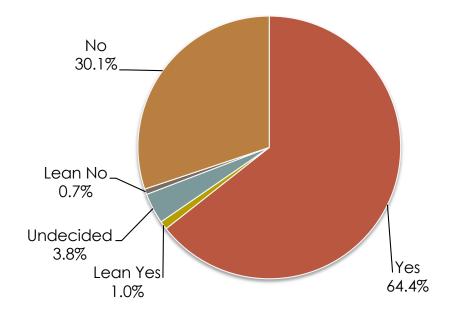
### **Ballot Measure**

### Support for measure is above the Prop. 39 55% threshold

### **Hanford Elementary School District**

At this time, the Hanford Elementary School District is looking to make classroom and school facility improvements and is considering placing a school improvement bond measure before voters in your community on an upcoming ballot. Let me read you the proposed measure:

"To improve the quality of education; upgrade inadequate electrical systems: modernize/construct classrooms, restrooms and school facilities; and make health, safety and improvements; shall security Hanford Elementary School District issue \$34,500,000 of bonds at legal interest rates, generating on average \$2.0 million annually as long as bonds are outstanding at a rate of approximately 3 cents per \$100 assessed value, with annual audits, independent citizens' oversiaht committee, NO money for salaries and all money staying local?"

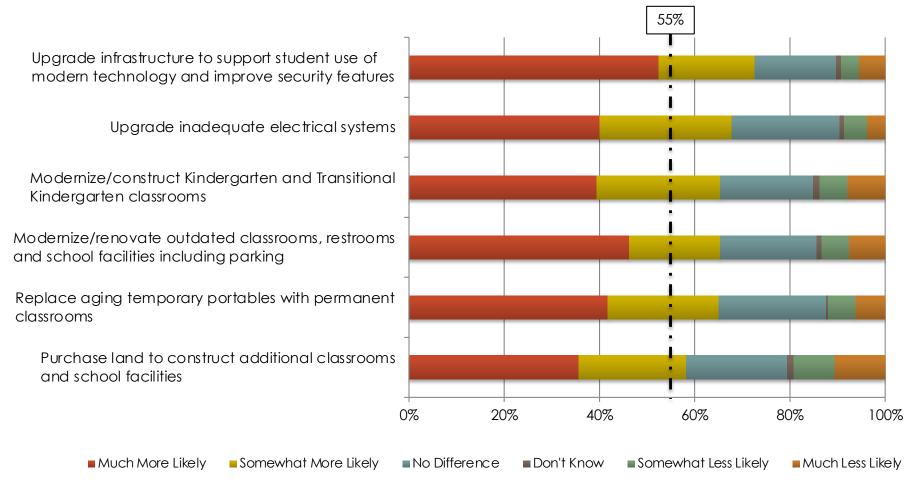


# G.O. Bond Projects

### All projects tested below received 55% support and above

### **Hanford Elementary School District**

For each project, please tell me whether it would make you More Likely or Less Likely to vote in favor of the measure if you knew funds would be used to:

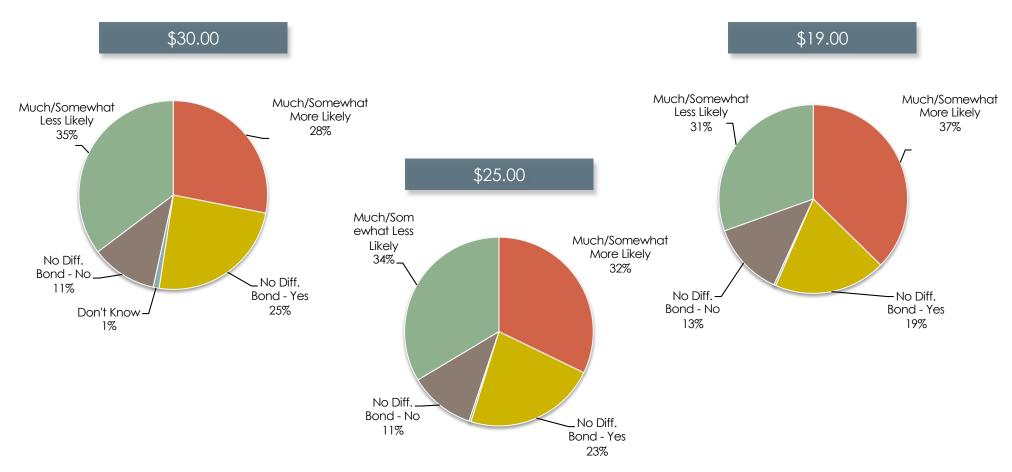


### Tax Tolerances

### Voters were sensitive to highest tax rate tested

### **Hanford Elementary School District**

The proposed measure would cost property owners \$30/\$25/\$19 per \$100,000 of assessed valuation per year, would you be More or Less Likely to vote "yes" in Favor of or "no" to Oppose the measure?

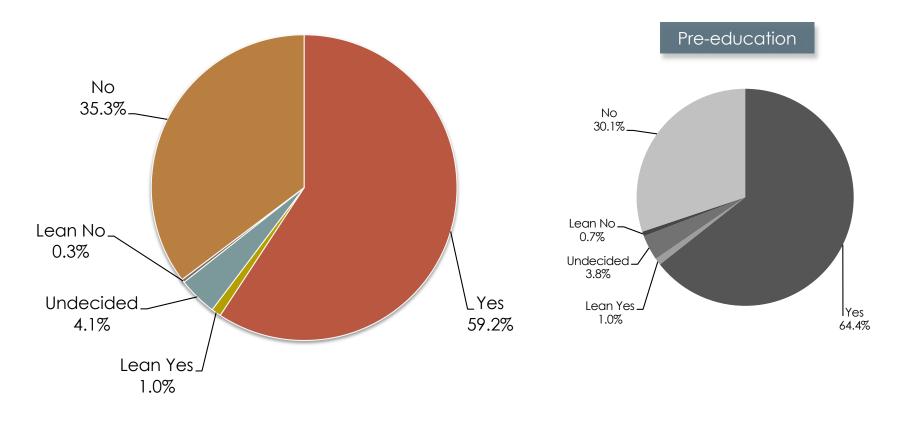


### **Ballot Measure**

### Support decreased after voter education

### **Hanford Elementary School District**

Now that you have heard some more information regarding the proposed projects and cost, if the election were held today, would you vote YES in favor of the measure or would you vote NO to oppose the measure?



Conclusions and Recommendations

### Conclusions and Recommendations

### Majority of voters believe in more funding

**Hanford Elementary School District** 

- Plurality of voters believe the District provides an "Excellent" or "Good" education.
- Initial support for the measure was 64.4% Yes (1.1% Lean Yes), with 3.8% Undecided; after education support for the measure was 59.2% Yes (1.0% Lean Yes), with 4.1% Undecided.
- All projects tested received over 55%.
- Voters were sensitive to the highest tax rate tested, but support increased with lower tax rates.
- Support is above the 55% voter approval threshold; we recommend the District continue to reach out to and educate the community and plan on placing a bond measure on the November 2024 ballot.

### HANFORD ELEMENTARY SCHOOL DISTRICT

### **AGENDA REQUEST FORM**

TO:	Joy C.	Gabler
FROM:	David	Endo
DATE:	05/13/	2024
FOR:		Board Meeting Superintendent's Cabinet
FOR:		Information Action
Date you wish to	o have	your item considered: 05/22/2024
ITEM: Receive for info	ormation	n monthly financial reports for the period of 07/01/2023-04/30/2024.

### **PURPOSE:**

Attached are financial summaries for all of the District's funds for the period of 07/01/2023-04/30/2024.

### **FISCAL IMPACT:**

The financial reports are informational only.

### **RECOMMENDATIONS:**

Receive the monthly financial reports.

13 Hanford Elementary School District

Fiscal Position Report
April 2024

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Fiscal Year: 2024 Requested by dendo

Fund: 0100 General Fund

	A	YTD Amount	Revised	% of	0/ D
BEGINNING BALANCE	April Amount	Y I D Amount	Budget	Budget	% Remain
Net Beginning Balance 9791-9795		\$49,376,768.98	\$49,376,768.98		
REVENUES					
1) LCFF Sources 8010-8099	\$4,488,728.00	\$63,258,757.57	\$77,557,726.00	81.56	18.44
2) Federal Revenues 8100-8299	\$2,329,086.00	\$10,465,461.71	\$16,247,604.87	64.41	35.59
3) Other State Revenues 8300-8599	\$2,417,059.25	\$13,067,147.25	\$6,527,692.39	200.18	(100.18)
4) Other Local Revenues 8600-8799	\$304,323.43	\$4,328,665.57	\$6,478,701.13	66.81	33.19
5) Total, Revenues	\$9,539,196.68	\$91,120,032.10	\$106,811,724.39	85.31	14.69
EXPENDITURES					
1) Certificated Salaries 1000-1999	\$3,600,201.18	\$32,668,978.50	\$40,394,057.34	80.88	19.12
2) Classified Salaries 2000-2999	\$1,376,511.72	\$13,272,863.91	\$16,930,594.20	78.40	21.60
3) Employee Benefits 3000-3999	\$2,057,421.47	\$18,449,416.06	\$26,862,413.53	68.68	31.32
4) Books and Supplies 4000-4999	\$216,544.02	\$3,399,467.99	\$8,054,744.97	42.20	57.80
5) Services, Oth Oper Exp 5000-5999	\$378,575.31	\$4,754,149.96	\$7,152,888.41	66.46	33.54
6) Capital Outlay 6000-6999	\$561,847.72	\$6,939,136.43	\$9,758,429.07	71.11	28.89
7) Other Outgo(excl. 7300`s) 7100-7499	\$239,022.16	\$895,766.70	\$2,715,064.28	32.99	67.01
8) Direct/Indirect Support 7300-7399	\$0.00	\$0.00	(\$65,000.00)	0.00	100.00
9) Total Expenditures	\$8,430,123.58	\$80,379,779.55	\$111,803,191.80	71.89	28.11
OTHER FINANCING SOURCES/USES					
1) Transfers					
B) Transfers Out 7610-7629	\$0.00	\$294,096.00	\$294,096.00	100.00	0.00
2) Other Sources/Uses	40.00	00.00		0.00	100.00
A) Sources 8930-8979	\$0.00	\$0.00	\$1,431,679.60	0.00	100.00
3) Contributions 8980-8999	\$0.00	\$0.00	\$0.00	0.00	100.00
4) Total, Other Financing Sources/Uses	\$0.00	(\$294,096.00)	\$1,137,583.60	17.04	82.96
NET INCREASE (DECREASE) IN FUND BALANCE	\$1,109,073.10	\$10,446,156.55	(\$3,853,883.81)		
ENDING FUND BALANCE		\$59,822,925.53	\$45,522,885.17		

**Fiscal Position Report** 

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Fiscal Year: 2024 Requested by dendo

April 2024

Fund: 0800 Student Activity Special Revenue Fund

	April Amount	YTD Amount	Revised Budget	% of Budget % Remain
BEGINNING BALANCE Net Beginning Balance 9791-9795		\$19,771.20	\$19,771.20	
NET INCREASE (DECREASE) IN FUND BALANCE ENDING FUND BALANCE	\$0.00	\$0.00 \$19,771.20	\$0.00 \$19,771.20	

**Fiscal Position Report** 

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Fiscal Year: 2024 Requested by dendo

April 2024

Fund: 0900 Charter Schools Fund

	April Amount	YTD Amount	Revised Budget	% of Budget	% Remain
BEGINNING BALANCE Net Beginning Balance 9791-9795		\$62.13	\$62.13		
NET INCREASE (DECREASE) IN FUND BALANCE	\$0.00	\$0.00	\$0.00		
ENDING FUND BALANCE	-	\$62.13	\$62.13		

13 Hanford Elementary School District Fiscal Year: 2024 **Fiscal Position Report** 

April 2024

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Fund: 1300 Cafeteria Fund

Requested by dendo

		April Amount	YTD Amount	Revised Budget	% of Budget	% Remain
BEGINNING BALANCE						
Net Beginning Balance	9791-9795		\$3,342,451.80	\$3,342,451.80		
REVENUES						
2) Federal Revenues	8100-8299	\$700,843.07	\$2,320,823.18	\$3,404,452.00	68.17	31.83
3) Other State Revenues	8300-8599	\$222,363.55	\$738,267.24	\$1,303,883.00	56.62	43.38
4) Other Local Revenues	8600-8799	\$5,044.32	\$82,808.70	\$119,480.00	69.31	30.69
5) Total, Revenues		\$928,250.94	\$3,141,899.12	\$4,827,815.00	65.08	34.92
EXPENDITURES						
2) Classified Salaries	2000-2999	\$120,450.35	\$1,168,003.64	\$1,540,735.25	75.81	24.19
3) Employee Benefits	3000-3999	\$50,111.21	\$464,434.83	\$701,518.00	66.20	33.80
4) Books and Supplies	4000-4999	\$142,832.06	\$1,476,161.98	\$2,316,928.00	63.71	36.29
5) Services, Oth Oper Exp	5000-5999	(\$23,722.59)	(\$30,032.00)	(\$31,655.12)	94.87	5.13
6) Capital Outlay	6000-6999	\$0.00	\$10,959.17	\$0.00	0.00	100.00
8) Direct/Indirect Support	7300-7399	\$0.00	\$0.00	\$65,000.00	0.00	100.00
9) Total Expenditures		\$289,671.03	\$3,089,527.62	\$4,592,526.13	67.27	32.73
NET INCREASE (DECREASE) IN FUN	ND BALANCE	\$638,579.91	\$52,371.50	\$235,288.87		
ENDING FUND BALANCE			\$3,394,823.30	\$3,577,740.67		

Fiscal Position Report
April 2024

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Fiscal Year: 2024 Requested by dendo

Fund: 1400 Deferred Maintenance Fund

		April Amount	YTD Amount	Revised Budget	% of Budget	% Remain
BEGINNING BALANCE						
Net Beginning Balance	9791-9795		\$676,515.56	\$676,515.56		
REVENUES						
1) LCFF Sources	8010-8099	\$0.00	\$300,000.00	\$300,000.00	100.00	0.00
4) Other Local Revenues	8600-8799	\$0.00	\$6,935.44	\$15,000.00	46.24	53.76
5) Total, Revenues		\$0.00	\$306,935.44	\$315,000.00	97.44	2.56
EXPENDITURES						
5) Services, Oth Oper Exp	5000-5999	\$0.00	\$52,155.25	\$300,000.00	17.39	82.61
6) Capital Outlay	6000-6999	\$0.00	\$511,568.50	\$511,568.50	100.00	0.00
9) Total Expenditures		\$0.00	\$563,723.75	\$811,568.50	69.46	30.54
NET INCREASE (DECREASE) IN FUL	ND BALANCE	\$0.00	(\$256,788.31)	(\$496,568.50)		
ENDING FUND BALANCE			\$419,727.25	\$179,947.06		

Fiscal Year: 2024

Requested by dendo

# **Fiscal Position Report**

April 2024

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Fund: 1500 Pupil Transportation Equip

		April Amount	YTD Amount	Revised Budget	% of Budget	% Remain
BEGINNING BALANCE						
Net Beginning Balance	9791-9795		\$357,499.63	\$357,499.63		
REVENUES						
4) Other Local Revenues	8600-8799	\$0.00	\$5,411.54	\$10,000.00	54.12	45.88
5) Total, Revenues		\$0.00	\$5,411.54	\$10,000.00	54.12	45.88
EXPENDITURES						
6) Capital Outlay	6000-6999	\$0.00	\$0.00	\$0.00	0.00	100.00
9) Total Expenditures		\$0.00	\$0.00	\$0.00	0.00	100.00
OTHER FINANCING SOURCES/USE: 1) Transfers	S					
A) Transfers In	8910-8929	\$0.00	\$100,000.00	\$100,000.00	100.00	0.00
4) Total, Other Financing Sc	ources/Uses	\$0.00	\$100,000.00	\$100,000.00	100.00	0.00
NET INCREASE (DECREASE) IN F	UND BALANCE	\$0.00	\$105,411.54	\$110,000.00		
ENDING FUND BALANCE			\$462,911.17	\$467,499.63		

Fiscal Year: 2024

Requested by dendo

# **Fiscal Position Report**

April 2024

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Fund: 2000 SPECIAL RESERVE FUND FOR OTHER POSTE

		April Amount	YTD Amount	Revised Budget	% of Budget	% Remain
BEGINNING BALANCE Net Beginning Balance	9791-9795		\$13,194,603.50	\$13,194,603.50		
REVENUES						
4) Other Local Revenues	8600-8799	\$0.00	\$164,675.68	\$330,000.00	49.90	50.10
5) Total, Revenues		\$0.00	\$164,675.68	\$330,000.00	49.90	50.10
OTHER FINANCING SOURCES/USE 1) Transfers	ES					
A) Transfers In	8910-8929	\$0.00	\$194,096.00	\$194,096.00	100.00	0.00
4) Total, Other Financing S	Sources/Uses	\$0.00	\$194,096.00	\$194,096.00	100.00	0.00
NET INCREASE (DECREASE) IN F	FUND BALANCE	\$0.00	\$358,771.68	\$524,096.00		
ENDING FUND BALANCE			\$13,553,375.18	\$13,718,699.50		

Fiscal Position Report
April 2024

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Fiscal Year: 2024 Requested by dendo

Fund: 2120 Building Funds - Local 2

		April Amount	YTD Amount	Revised Budget	% of Budget	% Remain
BEGINNING BALANCE						
Net Beginning Balance	9791-9795		\$0.00	\$0.00		
EXPENDITURES 6) Capital Outlay	6000-6999	<b>#0.00</b>	¢0.00	40.00	0.00	100.00
	0000-0999	\$0.00	\$0.00	\$0.00	0.00	100.00 <b>100.00</b>
9) Total Expenditures		\$0.00	\$0.00	\$0.00	0.00	1
NET INCREASE (DECREASE) IN FU	IND BALANCE	\$0.00	\$0.00	\$0.00		
ENDING FUND BALANCE			\$0.00	\$0.00		

Fiscal Position Report
April 2024

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Fiscal Year: 2024 Requested by dendo

Fund: 2500 CapitalFacilities Fund

		April Amount	YTD Amount	Revised Budget	% of Budget	% Remain
BEGINNING BALANCE						
Net Beginning Balance	9791-9795		\$1,601,029.58	\$1,601,029.58		
REVENUES						
4) Other Local Revenues	8600-8799	\$0.00	\$524,913.11	\$400,000.00	131.23	(31.23)
5) Total, Revenues		\$0.00	\$524,913.11	\$400,000.00	131.23	(31.23)
EXPENDITURES						
5) Services, Oth Oper Exp	5000-5999	\$3,625.00	\$54,865.00	\$94,887.50	57.82	42.18
9) Total Expenditures		\$3,625.00	\$54,865.00	\$94,887.50	57.82	42.18
OTHER FINANCING SOURCES/USES 1) Transfers						
B) Transfers Out	7610-7629	\$0.00	\$0.00	\$1,240,667.68	0.00	100.00
4) Total, Other Financing Sc	ources/Uses	\$0.00	\$0.00	(\$1,240,667.68)	0.00	100.00
NET INCREASE (DECREASE) IN FU	UND BALANCE	(\$3,625.00)	\$470,048.11	(\$935,555.18)		
ENDING FUND BALANCE			\$2,071,077.69	\$665,474.40		

13 Hanford Elementary School District Fiscal Year: 2024

Requested by dendo

**Fiscal Position Report** 

April 2024

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Fund: 3500 SCHOOL FACILITY PROGRAM

		April Amount	YTD Amount	Revised Budget	% of Budget	% Remain
BEGINNING BALANCE						
Net Beginning Balance	9791-9795		\$1,486,484.41	\$1,486,484.41		
REVENUES						
3) Other State Revenues	8300-8599	\$0.00	\$11,257,073.00	\$14,617,304.00	77.01	22.99
4) Other Local Revenues	8600-8799	\$0.00	\$45,971.80	\$80,000.00	57.46	42.54
5) Total, Revenues		\$0.00	\$11,303,044.80	\$14,697,304.00	76.91	23.09
EXPENDITURES						
5) Services, Oth Oper Exp	5000-5999	\$0.00	\$0.00	\$0.00	0.00	100.00
6) Capital Outlay	6000-6999	\$9,755.49	\$375,498.05	\$3,179,166.60	11.81	88.19
9) Total Expenditures		\$9,755.49	\$375,498.05	\$3,179,166.60	11.81	88.19
OTHER FINANCING SOURCES/USES	8					
1) Transfers						
A) Transfers In	8910-8929	\$0.00	\$0.00	\$2,740,667.68	0.00	100.00
B) Transfers Out	7610-7629	\$0.00	\$7,480,047.17	\$7,480,047.17	100.00	0.00
3) Contributions	8980-8999	\$0.00	\$0.00	\$0.00	0.00	100.00
4) Total, Other Financing Sc	ources/Uses	\$0.00	(\$7,480,047.17)	(\$4,739,379.49)	73.19	26.81
NET INCREASE (DECREASE) IN FU	UND BALANCE	(\$9,755.49)	\$3,447,499.58	\$6,778,757.91		
ENDING FUND BALANCE			\$4,933,983.99	\$8,265,242.32		

# Fiscal Position Report April 2024

Fiscal Year: 2024 Requested by dendo

Fund: 4000 Special Reserve - Capital Outlay

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		April Amount	YTD Amount	Revised Budget	% of Budget	% Remain
BEGINNING BALANCE Net Beginning Balance	9791-9795		\$3,285,082.44	\$3,285,082.44		
REVENUES						
4) Other Local Revenues	8600-8799	\$0.00	\$84,071.45	\$100,000.00	84.07	15.93
5) Total, Revenues		\$0.00	\$84,071.45	\$100,000.00	84.07	15.93
EXPENDITURES						
6) Capital Outlay	6000-6999	\$0.00	\$56,203.39	\$874.01	6,430.52	(6,330.52)
9) Total Expenditures		\$0.00	\$56,203.39	\$874.01	6,430.52	(6,330.52)
OTHER FINANCING SOURCES/USE	s					
1) Transfers						
A) Transfers In	8910-8929	\$0.00	\$7,480,047.17	\$7,480,047.17	100.00	0.00
B) Transfers Out	7610-7629	\$0.00	\$0.00	\$1,500,000.00	0.00	100.00
3) Contributions	8980-8999	\$0.00	\$0.00	\$0.00	0.00	100.00
4) Total, Other Financing S	ources/Uses	\$0.00	\$7,480,047.17	\$5,980,047.17	83.30	16.70
NET INCREASE (DECREASE) IN F	UND BALANCE	\$0.00	\$7,507,915.23	\$6,079,173.16		
ENDING FUND BALANCE			\$10,792,997.67	\$9,364,255.60		

Fiscal Position Report
April 2024

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Fiscal Year: 2024 Requested by dendo

Fund: 6720 Self-Insurance/Other

	April Amount	YTD Amount	Revised Budget	% of Budget	% Remain
BEGINNING BALANCE					
Net Beginning Balance 9791-9795		\$772,011.51	\$772,011.51		
REVENUES					
4) Other Local Revenues 8600-8799	\$74,680.00	\$651,890.84	\$842,000.00	77.42	22.58
5) Total, Revenues	\$74,680.00	\$651,890.84	\$842,000.00	77.42	22.58
EXPENDITURES					
5) Services, Oth Oper Exp 5000-5999	\$55,649.33	\$535,578.99	\$820,000.00	65.31	34.69
9) Total Expenditures	\$55,649.33	\$535,578.99	\$820,000.00	65.31	34.69
NET INCREASE (DECREASE) IN FUND BALANCE	\$19,030.67	\$116,311.85	\$22,000.00		
ENDING FUND BALANCE		\$888,323.36	\$794,011.51		

# HANFORD ELEMENTARY SCHOOL DISTRICT

# AGENDA REQUEST FORM

TO: Board of Ti	rustees
FROM: Joy C. Gab	ler
DATE: 05/09/24	
	rd Meeting erintendent's Cabinet
FOR: Info	rmation ion
Date you wish to have your	item considered: 05/22/24
ITEM:	Consider approval of Resolution #22-24 Ordering Governing Board Member Elections; Consolidation of Elections Specifications for the Election Order
PURPOSE:	Consolidation of elections November 5, 2024 for the purpose of electing two members to the HESD Governing Board.
FISCAL IMPACT:	None
RECOMMENDATIONS:	Approve

# BEFORE THE GOVERNING BOARD OF THE HANFORD ELEMENTARY SCHOOL DISTRICT

Resolution Ordering Governing Board Member Elections; Consolidation of Elections Specifications of the Election Order

Resolution No. 22-24

WHEREAS, under Elections Code Sections 1302 and 10404.5 School Districts have established the election day for governing board members as the same day upon which a primary, municipal, or general election is held in the even numbered years; and

WHEREAS, the Board of Supervisors received a resolution from the Hanford Elementary School District whose boundaries are located, in whole or in part, within Kings County, establishing election of governing board members on the same day upon which the statewide general election is held; and

WHEREAS, other elections may be held in whole or in part of the territory of the school district and it is to the advantage of the district to consolidate therewith;

NOW, THEREFORE, IT IS ORDERED that an election be held within the territory included in the district on the 5<sup>th</sup> of November 2024, for the purpose of electing three (2) member{s} to the governing board of the said school district in accordance with the following specifications:

#### SPECIFICATIONS OF THE ELECTION ORDER

- 1. The election shall be held on Tuesday, the 5<sup>th</sup> day of November 2024. The purpose of the election is to choose three (2) member{s} of the governing board of this school district.
- 2. This governing board hereby requests and consents to the consolidation of this election with other elections which may be held in whole or in part of the territory of the district, as provided in Elections Code Section 10403.

	3.	The district has determine	ed that the Hanford Elementary School District will not
pay fo	or the C	Candidate's Statement. The	e Candidate's Statement will be limited to 200 words.
	4.	Adopt A or B:	
	X	_A. In the event of a tie vo	ote, the winner of this election shall be determined by lot at a
time a	nd plac	ce designated by the gover	ning board.
		_ B. In the event of a tie vo	ote, the governing board shall call a runoff election on the sixth
Tuesd	lay follo	owing the election at which	the tie vote occurred.
	5. It is	s the wish of this board tha	at the county superintendent of schools publish the notice of
electio	on in th	e following newspaper, wh	nich is a newspaper of general circulation that is regularly
circul	ated in	the territory: The Hanford	Sentinel
	THEF	OREGOING RESOLUTION	WAS ADOPTED upon motion of Trustee,
secon	ided by	Trustee	, at a regular meeting on this 22 <sup>nd</sup> day of May 2024, by
the fo	llowing	vote:	
	AYES	:	
	NOES	:	
	ABSE	NT:	
			Lupe Hernandez, Clerk of Hanford Elementary School District

# NOTICE TO COUNTY ELECTIONS OFFICIAL OF ELECTIVE OFFICES TO BE FILLED AND TRANSMITTAL OF MAP AND BOUNDARIES

#### HANFORD ELEMENTARY SCHOOL DISTRICT

#### TO THE COUNTY CLERK OF KINGS COUNTY

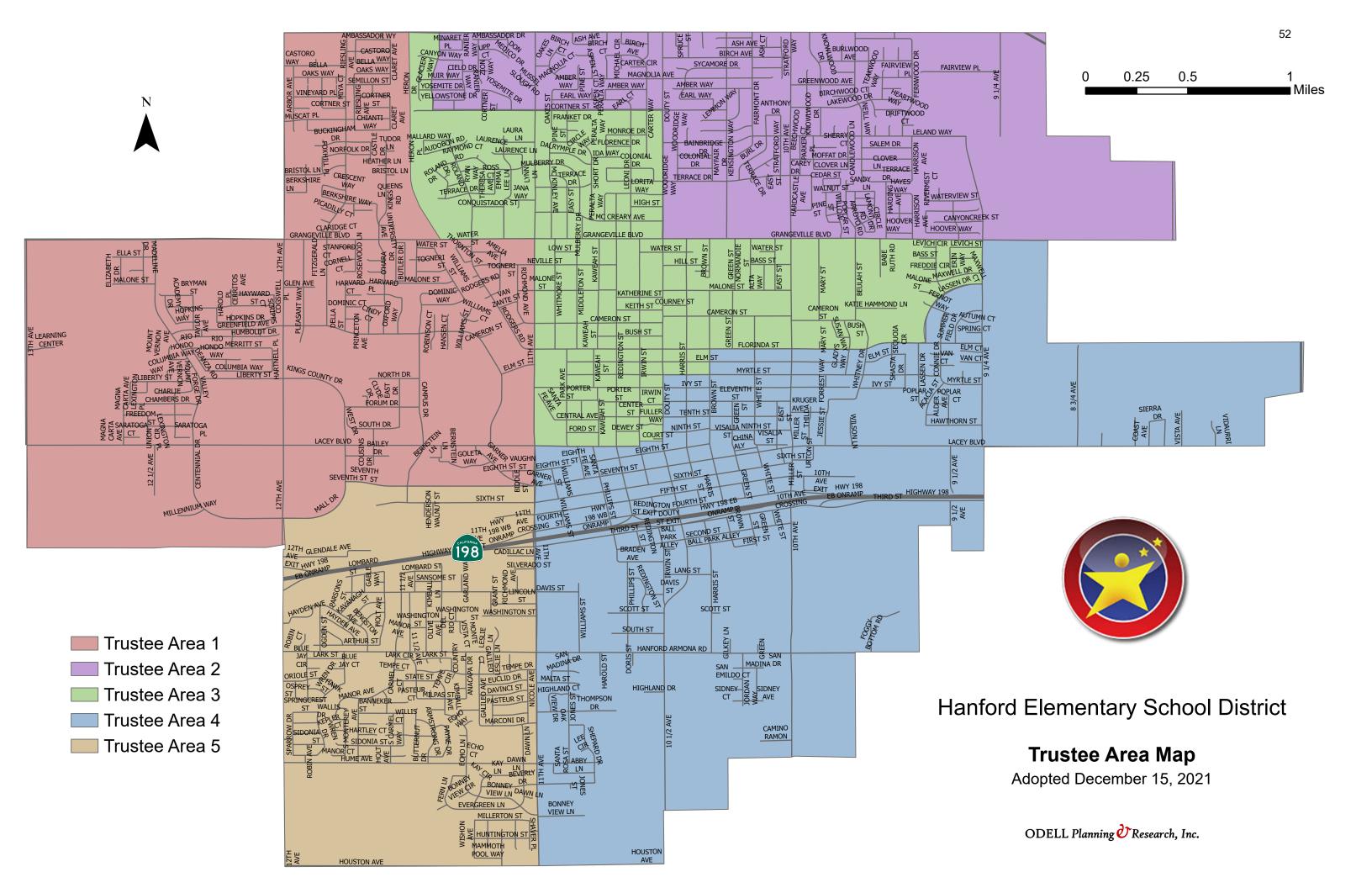
NOTICE IS HEREBY GIVEN that the elective offices of the district to be filled as the General District Election to be held Tuesday, November 5, 2024\*-- are as follows:

NAME OF OFFICE	ELECTED BY DIVISION NO. OR AT-LARGE	NAME OF INCUMBENT OR APPOINTEE	ELECTED OR APPOINTED? MO. / YR.	TO BE ELECTED FOR A <b>SHORT</b> TERM (2YRS) OR A <b>FULL</b> TERM (4YRS)
HESD Governing Board Trustee	Trustee Area #1	Timothy L Revious	Elected 11/2020	Full Term
HESD Governing Board Trustee	Trustee Area #3	Greg Strickland	Elected 11/2020	Full Term

- (1) A map showing the boundaries of the district and boundaries of the division of the district, if any, within this county is attached hereto.
- (2)The <u>Candidate</u> is to pay for the publication of a Candidates Statement of Qualification, pursuant to Elections Code Section 13307.

Dated:		
	Joy C. Gabler	
	District Secretary	
(Seal of the District)	·	
,	714 N. White Street	
	P.O. Box 1067	
	Hanford, CA 93232	
	(559) 585-3604	

NOTE: THIS NOTICE AND TRANSMITTAL SHALL BE MADE AT LEAST 125 DAYS BEFORE THE GENERAL DISTRICT ELECTION AND SHALL EITHER BE DELIVERED IN PERSON OR MAILED BY CERTIFIED MAIL IN TIME TO REACH THE KINGS COUNTY OFFICE OF EDUCATION, 1144 W. LACEY BLVD., HANFORD, CA 93230, NO LATER THAN JUNE 30, 2024.



#### HANFORD ELEMENTARY SCHOOL DISTRICT

#### **AGENDA REQUEST FORM**

10:	Board	of Trustees
FROM:	Joy C.	Gabler
DATE:	05/09/	24
FOR:		Board Meeting Superintendent's Cabinet
FOR:		Information Action

Date you wish to have your item considered: 05/22/24

**ITEM:** Consider for approval the updated agreement with the City of

Hanford and the Hanford Police Department to continue our

participation in the School Resource Officer Program.

PURPOSE: Hanford Police Department will provide two uniformed Police

Officers to our campuses. The Officers will be stationed at the Junior High Schools and will continue to serve and be present at all school sites across the District. The updated agreement is for a three-year term and reflects an increase in cost from \$92,000 per Officer to \$98,000 per Officer. Additionally, any overtime or summer school assistance requested by the District will be at the expense of the

District.

**FISCAL IMPACT:** \$196,000.00 (\$98,000 per Officer)

**RECOMMENDATIONS:** Approve

# HANFORD ELEMENTARY SCHOOL DISTRICT SCHOOL RESOURCE OFFICER PROGRAM STARTING FISCAL YEAR 2024-2025

FISCAL YEAR 2024-2025 July 1, 2024 – June 30, 2027

This Agreement is made by and between the Hanford Elementary School District ("District") and the Hanford Police Department, ("Department,") and replaces all prior agreements and understandings between the District and the Department on the subject of school resource officers ("SRO") as is dated for reference purposes as of Fiscal year 2022-2023 July 1, 2024- June 30, 2027.

#### Recitals

- A. The District and Department desire to set forth the duties and responsibilities of the parties with respect to the SRO program.
- B. The District and Department desire to create an atmosphere of cooperation and collaboration toward the common goals of providing a safe learning environment for students and staff.
- C. The District and Department desire to promote positive relationships between the school, police, and the community, which calls for the District and Department to maintain open and mutually beneficial communications.

The District and Department agree as follows:

- 1. <u>Term of Agreement</u>. This Agreement shall be effective upon ratification by the District's Governing Board and approval by the Hanford City Manager, and shall remain in effect for two-years three years. The Agreement may be modified or extended by mutual written agreement, or terminated by either party at any time with thirty (30) days advance written notice.
- 2. <u>Scope of Service</u>. The Department agrees to assign two full time sworn police officers to serve as SRO's at the Districts schools during the school year. The SRO's will be assigned to primarily work at the District's Junior High Schools JFK Junior High and Woodrow Wilson Junior High or as directed by the District Superintendent. The SRO's will wear the regulation police uniform and operate a marked police patrol vehicle while on duty, unless otherwise authorized by a supervisor for a specific purpose. The SRO's duties shall include but not be limited to:
  - 2.1. SRO will provide law enforcement expertise to assist the school staff in maintaining safety at school sites. SRO's will provide law enforcement expertise to assist the school staff in maintaining safety at school sites. School safety is of paramount importance to the Department with respect to any Department action occurring in the vicinity of a school ("School Safety Incident"). The Department will, therefore, incorporate school

safety issues into its operational briefings prior to engaging in any actions in the vicinity of a school that may impact safety. The School Resource Officer will provide information on any incident to a designated member of HESD staff. The parties acknowledge and agree that, in order for the District/School to appropriately respond most effectively to a School Safety Incident, it will need information before a School Safety Incident occurs; therefore, notification to HESD staff shall be prioritized to occur as soon as notification can be performed and not negatively impact an occurring emergency response.

- 2.2. The SRO's investigation and questioning of students at school shall be limited to offenses related to the operation of the school or occurring at the school, except in situations where a delay in investigation or questioning may result in danger to any person, flight from the jurisdiction by the person suspected of a crime, or destruction of evidence.
- 2.3. The SRO shall notify the school principal as soon as practical of any significant law enforcement actions taken by an SRO or other officer.
- 2.4. The SRO shall not become involved in school administrative searches unless specifically requested by the principal in order to provide security or to handle contraband. School administrative searches will be at the direction and control of the school principal and will be based upon reasonable suspicion.
- 2.5. The SRO shall be responsible for monitoring the social and cultural environment around District schools to identify existing or emerging youth gangs. Gang prevention and early intervention strategies shall be coordinated between the Department and the District.
- 2.6. The SRO may become involved, through the school principal, with the school's curriculum and provide instructional presentations that enhance the students' understanding of the police mission and the responsibilities of citizenship.
- 2.7. The SRO will work to prevent juvenile delinquency and campus violence through close contact and positive relationships with students. The SRO will serve as a positive role model to students.
- 2.8. At the request of the school principal, the SRO shall attend suspension and expulsion hearings. The SRO shall be prepared to provide testimony on any actions taken by the officer and on any personally observed conduct witnessed by the officer. The SRO shall also make available at expulsion hearings any physical evidence that has been seized by law enforcement and is held by the Department.
- 2.9. The SRO shall disseminate to school administrators and staff information on crime trends and changes in laws to assist them in establishing and maintaining safe school environments.

- 2.10. The SRO will work to establish and maintain a collaborative partnership with the school administration to provide a safe school environment. The SRO will regularly communicate with the school administration in an effort to share information and discuss issues and concerns of mutual interest.
- 2.11. The SRO will work to increase communication between law enforcement, students, school staff, and the community. The SRO will work to build positive working relationships with the school staff and parents.
- 3. <u>Communications.</u> The District and Department will collaborate in the preparation of all press releases and other public announcements related to the subject matter of this Agreement. During the collaborative process, the parties will consider the community's desire to be informed of public safety matters and the manner in which the Department addresses such matters and the need to maintain the community's trust in the District's Board of Education, its programs, and its staff and students. The Hanford Police Department will not issue any press releases without notifying and collaborating with the School Superintendent or their designee. Both parties will work in good faith to mutually agree on all press releases involving the District before issuance of the press releases.
- 4. <u>Student Discipline</u>. The certificated administrators of each school shall be responsible for student discipline and shall make all decisions regarding the imposition of discipline for students enrolled at their campus.
- 5. <u>Hours of Employment</u>. The SRO will work full time during the school year, except for annual leave allowances, during the normal school year schedule.
- 6. <u>Selection of Law Enforcement Personnel</u>. The Department will be responsible for selecting which Department employee will serve as the SRO, or the acting SRO for days when the designated SRO may be on leave, absent for training, or otherwise not available. The District may provide input regarding the selection of the SRO.
- 7. **Program Criteria.** The District and Department will work collaboratively to be responsive to evolving school and law enforcement requirements.
- 8. Training and Supervision & Communication. The SRO shall receive SRO's work assignments from the Department and shall be supervised in the performance of SRO's duties by the Chief of the Department or designee. The Department shall be responsible for training the SRO according to applicable law enforcement standards. The Superintendent of the District or designee will provide the Chief of the Department with information to assist in evaluating the SRO. Any disciplinary problems or alleged improprieties involving the SRO shall be brought to the attention of the Chief of the Department or designee. The School Resource Officers will be released to attend 40 hours of formal training related to investigator orientation and juvenile law enforcement each fiscal year. The department will be responsible for the officers' travel, lodging and meals.

9. <u>Employment</u>. The SRO is an employee of the Department, and is not an employee or agent of the District. The SRO shall be subject to the administration, supervision, and control of the Department. The SRO shall be subject to all personnel policies and practices of the Department.

#### 10. **Student Records.**

- 10.1. The parties agree that the SRO shall be deemed to be a "school official" for the performance on SRO's duties on behalf of District. The SRO shall therefore be allowed access to student records but the District is in direct control of the use, maintenance, and disclosure of student records in accordance with Education Code section 49076 and other applicable provisions of law. School officials shall allow the SRO to inspect and copy any student records maintained by the school for which the SRO has a "legitimate educational interest" within the scope of the SRO's service under this Agreement. This includes access to student directory information to the extent permitted by District policy, classroom assignments, attendance records, and discipline files. However, the SRO may not inspect or copy confidential student records outside the scope of the SRO's service, except as allowed by law.
- 10.2. If confidential student record information is needed in an emergency to protect the health or safety of a student or others, the District may disclose to the SRO information that is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety, the need of the information to meet the emergency situation, and the extent to which time is of the essence.
- 10.3. If confidential student record information is needed by the SRO but no emergency situation exists, unless section 9.4 applies, the information may be released only upon the issuance of a subpoena, a court order or written authorization of the parent/guardian.
- 10.4. Pursuant to Education Code section 48902, the principal or designee shall notify the SRO of any acts of a student that may violate specified provisions of the Penal Code and Education Code. This may require the disclosure of the student's name or other identifying information to the SRO, along with information related to the underlying offence.
- 11. <u>Law Enforcement Records and Juvenile Case File Information</u>. Pursuant to Welfare and Institutions Code sections 827, 828.1 and 828.3, certain law enforcement records, probation reports and juvenile case file information may be provided to the District Superintendent or his/her designee. In addition to providing such information directly to the District Superintendent, the SRO may provide such information to the Principal of the school in which a minor student is enrolled and the Principal shall be a designee of the Superintendent for the receipt of such information.

- 12. Costs. In exchange for the provision of SRO services, the District shall pay Department as follows \$92,000.00 \$98,000 annually per SRO for a total of \$196,000.00. Overtime expenditures for school related events will be paid for by the Hanford Police Department. Overtime expenditures for school related events will be paid for by the Hanford Elementary School District. For these additional services, the Hanford Police Department will charge the District an hourly rate of \$81.75. SRO services during summer school may be provided to the district at a cost of \$498.00 per Officer, per day for the duration of the summer school session. Contracted days for summer school must be consecutive days. Contract extensions and inflation increases to the flat rate will be discussed annually in May.
- 13. <u>Feedback and Evaluation</u>. The District and Department agree on the importance of evaluating the SRO program. The District and Department will work together to develop and implement procedures to provide periodic feedback and evaluation data for the purpose of measuring the program's effectiveness.
- 14. <u>Discrimination</u>. Neither the District nor the Department shall discriminate because of race, religion, color, national origin, disability, marital status, age, or sex against any person by refusing any person or privilege offered to or engaged by the general public.

#### 15. **Indemnification.**

- 14.1 The District shall indemnify, defend, and hold harmless the Department, its officers, agents and employees from and against any and all claims, losses, liabilities or damages, demands and actions, including payment of reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, caused in whole by any negligent or willful act or omission of the District, its officers, agents, employees, or anyone directly or indirectly acting on behalf of the District.
- 14.2 The Department shall indemnify, defend, and hold harmless the District, its officers, agents and employees from and against any and all claims, losses, liabilities or damages, demands and actions, including payment of reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, caused in whole by any negligent or willful act or omission of the Department, its officers, agents, employees, or anyone directly or indirectly acting on behalf of the Department.
- 14.3 It is the intention of the District and Department that, where fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, volunteers, subcontractors, and governing board.
- 14.4 Each party shall immediately notify the other party of any claims or legal actions arising out of the performance of this Agreement.

- 15. <u>Applicable Laws</u>. Department shall provide the services specified in this Agreement in accordance with any applicable federal and state statutes, regulations, and directives.
- 16. <u>Amendments</u>. No modification, amendment or addendum to this Agreement shall be valid unless it is set forth in writing and is signed by the parties.
- 17. **Entire Agreement.** This Agreement constitutes the entire agreement between the District and Department regarding the subject matter of this contract and supersedes all previous SRO agreements.
- 18. <u>Severability</u>. If any term or provision of this Agreement is determined to be unlawful or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected. Each term or provision of the Agreement shall be valid and enforced as written to the fullest extent permitted by law.
- 19. <u>Notices.</u> All notices concerning this Agreement shall be deemed to have been served when delivered via electronic mail to the District Superintendent or Chief of Police.

The parties have executed this Agreement on the date written below.

Joy Gabler, Superintendent	Date:
Hanford Police Dep	partment
Stephanie Huddleston, Chief of Police	Date:
City of Hanfo	ord
Mario Cifuentez, City Manager	Date:

# HANFORD ELEMENTARY SCHOOL DISTRICT

#### Agenda Request Form

TO:

Joy C. Gabler

FROM:

Bill Potter

DATE:

May 13, 2024

FOR:

(X) Board Meeting

( ) Superintendent's Cabinet

FOR:

( ) Information

(X) Action

Date you wish to have your item considered May 22, 2024

#### ITEM:

Lease Agreement with Kings Community Action Organization (KCAO) for classroom at Lee Richmond Elementary

#### **PURPOSE:**

Lease 1 classroom to KCAO for the term of July 1, 2014 – June 30, 2025

# **FISCAL IMPACT:**

\$8,115.36 to be paid to HESD

# **RECOMMENDATION:**

Approve rental lease with KCAO

Agreement No.:
----------------

#### **LEASE AGREEMENT**

Hanford Elementary School District, (hereinafter "Lessor") hereby grants to the Kings Community Action Organization, Inc. (KCAO) (hereinafter "Lessee"), effective <u>July 1, 2024</u>, a lease of portable classroom (Room 26) located at Lee Richmond ES, 939 Katie Hammond Lane, Hanford, CA 93230 (hereinafter "Premises").

# 1. DESCRIPTION OF PREMISES

The Premise to which this Lease pertains is more completely described as follows:

Kings Community Action Organization, Inc. (KCAO) 1130 N. 11<sup>th</sup> Avenue Hanford, California, 93230

#### 2. DUTIES OF LESSOR

Lessor shall provide the following in performance of this Lease:

A. Access for Lessee personnel twenty-four hours a day and seven days a week for Classroom 26, located at Lee Richmond ES, 939 Katie Hammond Lane, Hanford, CA 93230

#### 3. DUTIES OF THE LESSEE

- A. The Lessee shall pay annual rent of \$ 8115.36 (180 days) payable upon lease execution.
- B. Lessor responsible for all custodial services and maintenance of the building.
- C. Any modifications of the building must be approved by the Lessee.

#### 4. LIABILITY FOR ACCIDENTS

Lessee shall hold Lessor, its agents, officers, employees, and volunteers harmless from and save, defend, and indemnify them against any and all claims, losses, liabilities and damages from every cause including, but not limited to, injury to person or property or wrongful death, with the indemnity to include reasonable attorney's fees and all cost and expenses arising directly or indirectly out of any act or omission of Lessee relating to or during the performance of its obligations under this Agreement.

#### 5. TERM

This Lease shall commence on the <u>July 1, 2024</u>, and shall, unless sooner terminated by action of either party under the provisions of the section entitled "Termination," continue until <u>June 30, 2025</u>. Thereafter, the Lease shall be renewed annually, unless written notice of non-renewal is given by either of the parties to the other not later than one hundred and eighty (180) days prior to the end of the then current term of the Lease.

#### 6. TITLE TO PROPERTY

All property placed on the Premises by Lessee shall be and remain the property of Lessee. Title to Lessee property shall not be affected by the incorporation of the property into, or the attachment of it to, any property not now owned by Lessee, nor shall Lessee's property, or any part thereof, be or become a fixture or lose its identity as its property by reason of affixation to any property of the Lessor.

#### 7. MODIFICATION

Any supplement, amendment, or other modification to the terms of this lease must be stated in writing and signed by all parties to this lease. The parties agree that oral statements made by a representative, regardless of that representative's title or position, shall not be construed or sufficient to modify the terms of the written lease.

#### 8. REMOVAL OF LESSEE PROPERTY

Lessee shall remove all property belonging to Lessee within ninety (90) days of Lease termination. Lessee shall repair leased property and restore it to preoccupancy conditions.

# 9. CHANGE OF OWNERSHIP OR OCCUPANCY OF LAND

Lessor agrees to notify Lessee in writing at least thirty (30) calendar days prior to any change in the ownership or occupancy of the Premises to which this Lease applies.

IN WITNESS THEREOR, the parties have executed this Lease Agreement on this day of						
LESSOR HANFORD ELEMENTARY SCHOOL DISTRICT	LESSEE KINGS COMMUNITY ACTION ORGANIZATION					
BY:	BY:					
William (Bill) Potter	Michelle Dove					
Director of Facilities & Operations	Head Start/Child Development Director					
	For Accounting Use Only:					
	Program:					
	Account No.:					

#### HANFORD ELEMENTARY SCHOOL DISTRICT

# **Agenda Request Form**

TO:	Joy	C.	Gabl	er
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**FROM:** Bill Potter

**DATE:** May 13, 2024

FOR: (X) Board Meeting

( ) Superintendent's Cabinet

**FOR:** ( ) Information

(X) Action

Date you wish to have your item considered May 22, 2024

#### ITEM:

Approve addendum to contract with Mobile Modular for rental of 7 portable classrooms

5 – Monroe

2 – Wilson

#### **PURPOSE:**

Approve addendum to contract with Mobile Modular for rental of 7 portable classroom units for the 2024-25 school year.

#### FISCAL IMPACT:

\$55,860

#### **RECOMMENDATION:**

Approve addendum to contract



#### **Mobile Modular Management Corporation**

5700 Las Positas Road, Livermore, CA 94551 Ph (925) 606-9000 Fax (925) 453-3201

www.MobileModularRents.com

Contract Addendum

Date: 5/2/2024

Customer: HANFORD ESD Billing Address: PO Box 1067

City/State/Zip: Hanford, CA 93232-1067

ip: Hantord, CA 93232-1067

Project Name: Woodrow Wilson Junior High Site Address: 601 West Florinda Street City/State/Zip: Hanford, CA 93230-3628 Attn: Charlotte Lyles Phone: 559-585-3628

Fax: \*\*

E-mail: clyles@hanfordesd.org

This will serve as an addendum to the contract agreement entered into between HANFORD ESD (Lessee) and MOBILE MODULAR MANAGEMENT CORPORATION (Lessor).

ALL OTHER TERMS AND CONDITIONS TO REMAIN THE SAME.

Please sign and return an acknowledgement copy to our office as soon as possible. Thank you.

Renewal Information

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			Addendum	Addendum			nthly intal
Contract No.	Building ID	Item Description	Start Date	Stop Date	Term	R	ate
543342	42562	Classroom, 24x40 DSA (NonStd)	7/1/2024	6/25/2025	12 months		665.00
544893	42518	Classroom, 24x40 DSA (NonStd)	7/1/2024	6/25/2025	12 months	\$ 6	665.00
		Monthly Total				\$ 1,3	330.00

- . Rental rates do not include any applicable taxes or Personal Property Expense (PPE).
- . Return delivery and preparing equipment for return will be quoted at time of return.
- . This contract agreement defines a month as 30 calendar days. Bill Frequency for this contract is Monthly

#### Additional Contract Addendum Notes:

Mobile Modular Management Corporation	HANFORD ESD	HANFORD ESD		
Printed Name	Printed Name			
Title	Title			
Signature	Signature			
Date	Date			

Please call (925) 606-9000 with any questions or comments and ask for Thank you for contacting Mobile Modular.

Deborah Gullette

\*\*Note: Contract addendum valid only when executed, offer expires 30 days from addendum date if not executed.



#### **Mobile Modular Management Corporation**

5700 Las Positas Road, Livermore, CA 94551 Ph (925) 606-9000 Fax (925) 453-3201

www.MobileModularRents.com

Contract Addendum

Date: 5/2/2024

Customer: HANFORD ESD Billing Address: 714 N. White Street City/State/Zip: Hanford, CA 93230-4029

Project Name: Monroe Elementary Site Address: 300 Monroe Drive City/State/Zip: Hanford, CA 93230-1729 Attn: Charlotte Lyles Phone: 559-585-3628

Fax: \*\*

E-mail: clyles@hanfordesd.org

This will serve as an addendum to the contract agreement entered into between HANFORD ESD (Lessee) and MOBILE MODULAR MANAGEMENT CORPORATION (Lessor).

ALL OTHER TERMS AND CONDITIONS TO REMAIN THE SAME.

Please sign and return an acknowledgement copy to our office as soon as possible. Thank you.

Renewal Information

Contract No.	Building ID	Item Description	Addendum Start Date		Term	ł	Monthly Rental Rate
210034586	40243	Classroom, 24x40 DSA (Item1001) (RH)	7/1/2024	6/25/2025	12 months	\$	665.00
210034586	41735	Classroom, 24x40 DSA (Item1001) (RH)	7/1/2024	6/25/2025	12 months	\$	665.00
210034586	41770	Classroom, 24x40 DSA (Item1002) (LH)	7/1/2024	6/25/2025	12 months	\$	665.00
210034586	42629	Classroom, 24x40 DSA (Item1002) (LH)	7/1/2024	6/25/2025	12 months	\$	665.00
210034586	42670	Classroom, 24x40 DSA (Item1002) (LH)	7/1/2024	6/25/2025	12 months	\$	665.00
		Monthly Total				\$ ;	3,325.00

- . Rental rates do not include any applicable taxes or Personal Property Expense (PPE).
- Return delivery and preparing equipment for return will be quoted at time of return.
- . This contract agreement defines a month as 30 calendar days. Bill Frequency for this contract is Monthly

#### **Additional Contract Addendum Notes:**

Mobile Modular Management Corporation	HANFORD ESD	
Printed Name	Printed Name	
Title	Title	
Signature	Signature	
Date	Date	

Please call (925) 606-9000 with any questions or comments and ask for Thank you for contacting Mobile Modular.

Deborah Gullette

\*\*Note: Contract addendum valid only when executed, offer expires 30 days from addendum date if not executed.

#### HANFORD ELEMENTARY SCHOOL DISTRICT

# **Agenda Request Form**

TO:	Joy C. Gabler				
FROM:	Bill Potter				
DATE:	May 13, 2024				
FOR:	<ul><li>(X) Board Meeting</li><li>( ) Superintendent's Cabinet</li></ul>				
FOR:	( ) Information (X) Action				

Date you wish to have your item considered May 22, 2024

# ITEM:

Declare the following items as surplus property

# **PURPOSE:**

The listed items are no longer needed at Hanford Elementary and can be declared surplus property

# FISCAL IMPAC

None

# **RECOMMENDATION:**

Declare Items as surplus

Asset Movement for February 13th to March 12th

and a transport of the South and transport of the American State of the South American State of the American St	t to March 12th			
Site of Origin	Description of Asset	Asset Tag #		Current Asset Location
DSF	#27 Ford F350 Truck	13909043	2/15/2024	Sold in Gov Deals auction.
Custodial-Rich	Floor Scrubber 20"	Ser215017140	2/23/2024	Out of service-To be used for parts #-139131008
Custodial-Mon	Floor Scrubber 20"	Ser22012765	2/23/2024	Moved to Simas for everyday use 4 222012765
Custodial-Sim	Floor Scrubber 20"	Ser219006670	2/23/2024	Moved to Warehouse for everyday use
Roosevelt	Popcorn Machine	13909303	2/26/2024	Discarded/Removed/Retired from use
10036461	Горост			
TRC	Laminator	13909559	2/26/2024	Retired from use/Broken-needed to be replaced
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Asset Movement for April 13th to May 12th

	Asset	Movement io	, it was not because the form of larger, by the discrete first of the first of the con-	ASSESSED TO PROGRAMME AND A SECTION AND ADMINISTRATION AND ADMINISTRAT
Site of Origin	Description of Asset	Asset Tag #	Date	Current Asset Location
Wilson?	conference room table	13903149	4/24/24	Retire from use
Monore	Liberty PA System	13915248	4/26/24	Broken - Discarded
Monore	Liberty PA System	A903653	4/26/24	Broken - Discarded
Monore	Smart Document Camera	13910596	4/26/24	Broken - Discarded
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#### HANFORD ELEMENTARY SCHOOL DISTRICT

#### **Agenda Request Form**

TO: Joy C. Gabler

**FROM:** Bill Potter

**DATE:** May 13, 2024

FOR: (X) Board Meeting

( ) Superintendent's Cabinet

FOR: ( ) Information

(X) Action

Date you wish to have your item considered May 22, 2024

#### ITEM:

Award Contract to provide construction inspection and testing services for the Wilson Administration Building.

#### **PURPOSE:**

RMA Geoscience will provide construction inspection and testing services for the Wilson Administration Building including, soils testing, compaction testing, concrete testing, and testing of anchors.

#### **FISCAL IMPACT:**

\$9,091.00

#### **RECOMMENDATION:**

Award contract to RMA Geoscience for the Wilson Administration Building.



Proposal No: 07-240181-P

March 22, 2024

Attn: Bill Potter

Hanford Elementary School District
714 North White Street
Hanford, CA 93230

Subject:

**Proposal to Provide Construction Inspection and Testing Services** 

Woodrow Wilson Jr. High - New Administration Building Project

601 Florinda Street

Hanford, CA

Dear Bill Potter;

In response to your request, we propose to provide construction inspection and testing services for the Woodrow Wilson Jr. High - New Administration Building Project.

#### PROJECT UNDERSTANDING

We understand that the project will consist of a new single-story administration building and related site improvements, as mentioned in the plans of the Mangini Architects Inc. Project #2246, dated April 30, 2023. Based on these scopes of work, RMA GeoScience has prepared this proposal to outline the scope of work required to provide services in accordance with the project requirements.

#### SCOPE OF WORK

Our proposed scope of work will consist of Construction Inspection and Testing Services. A detailed description of the tasks required to complete this scope of work and an estimate of the costs associated with our work are detailed herein.

#### **Grading Observation and Testing**

Our services will consist of observing rough grading operations, performing soil tests, and submittal of a DSA 293 upon completion. Our representative will observe rough grading operations on an as needed hourly basis. Water content, in place density (compaction), maximum density optimum moisture tests will be performed at a frequency and at locations selected by the soil technician. Our laboratory can perform other soils tests, if requested, at an additional charge. During the course of construction, we will notify the owner in writing, with copy to the contractor if, at any time in our opinion, the work is not in conformity to the plans and specifications. The results of all testing and inspections will be provided to the designated representative in written daily report.

#### **Compaction Testing of Trench Backfill and Street Improvements**

This work scope would include observation of the backfilling and compaction methods of the underground utilities (U/G) trenches areas. We will provide a technician to perform in place density tests (compaction



tests) by the nuclear gauge method (ASTM D6938), water content tests, and maximum density optimum moisture tests per ASTM D1557 at locations selected by your representative. Testing would be performed after compaction has been completed by the contractors and observation of compaction methods used by the contractor would not be included in the scope of our work. Trench backfill compaction tests would be taken at locations and frequencies in accordance to guidelines provided by the governing public agency. If the governing public agency does not have established testing guidelines, then the following guidelines would be used. Test locations on the main trenches would be spaced no more than 300 linear feet apart and 20% of the lateral trenches would be tested. Compaction tests would be taken at mid depth in the backfill zone and in the subgrade zone in trenches with depths of 4 feet or less. One half of the tests shall be taken from each depth. Trenches deeper than 4 feet would be tested in each 4 foot lift and the subgrade zone. No tests would be taken in the bedding or pipe zone. Excavating of test holes in excess of 1.0 feet in depth would not be included within the work scope. The results of all testing and inspections will be provided to the designated representative in written daily report.

### Special Inspection and Testing of Reinforced Concrete Construction

This scope of services will include engineering review of concrete mix designs, inspection of concrete batch plant operations, and field sampling and laboratory testing of concrete and reinforcing steel used in concrete construction for the project. This scope of work will include the inspection of concrete batch plant operations. We will provide an inspector during concrete batch plant operations to monitor the batch weights during production. Written reports of all inspections will be provided on a daily basis and at the completion of the work. Our technician will sample fresh concrete and obtain samples for strength testing, perform slump tests, and monitor the temperature of the concrete. A set of test cylinders will be made from each <50> cubic yards of concrete or fraction thereof for each class of concrete placed each day. Five test cylinders will be cast for each set. Strength test cylinders will be cured in our laboratory until they are tested in accordance to ASTM C192. Compression tests would be performed in accordance to ASTM C39 at 7 and 28 days, respectively. Copies of the results of all compression tests will be provided upon completion of the test. Samples of the reinforcing steel to be used for production of concrete would be tested in accordance to ASTM A370 and A615 test methods. The results of all testing and inspections will be provided to the designated representative in written daily report.

#### Special Inspection and Testing of Epoxy Post Installed Anchors

This scope of services will include performing special inspection and testing as required of post installed anchors for compliance with the approved plans, job specifications, ICC-ES reports, and building codes.

We will provide an inspector certified by ICC to perform inspection of the installation of post installed anchors. These inspections typically consist of epoxy dowel, wedge anchor, and hold downs. He shall make a list of defective work and a manner of correction of defects.

This scope of work may also include pull or torque testing of installed anchors as required by the project plans or job specifications. We will provide a technician to perform the required testing on a randomly selected number of anchors based on the frequency of testing specified.



The results of all tests and inspections will be provided to the designated representative in written daily reports of inspection and testing.

# Project Administration, Engineering Oversight, and Reporting

This scope of work will include all administrative, project management, engineering oversight, and reporting. This may include, but is not limited to, ensuring RMA GeoScience has all necessary documents and information needed to complete the requested work, reviewing plans and specifications, dispatching services, reviewing both lab and daily reports, distribution, and invoicing time.

#### TERMS

We propose to perform the previously described services on an hourly or test rate basis in accordance to the attached fee schedule. Our estimate is based on information given to RMA GeoScience by Hanford Elementary School District and the following assumed construction durations. Our estimate of charges for the proposed services is as follows:

Construction Activity	Es	stimated Costs
Grading Observation and Testing		\$2,728.00
Testing of Trench Backfill and Street Improvements		\$754.00
Special Inspection and Testing of Reinforced Concrete		\$3,003.00
Special Inspection and Testing of Epoxy Post Installed Anchors		\$416.00
Project Administration, Engineering Oversight, and Reporting		\$2,190.00
1 tojese Manimistracion, singmosting a caregory sine as passed to	TOTAL	\$9,091.00

Our estimate may vary due to circumstances that may develop during the course of the work or due to extended construction duration. If a change in the scope of work becomes necessary due to unforeseen conditions, which will increase the charges, we will obtain your authorization before proceeding.

Invoices for our services will be rendered at the completion of the work and upon completion of the report. Invoices are due and payable upon presentation. Should the duration of the job exceed one month, monthly invoices will be presented for services performed.

Any amount not paid within 30 days of the date due will bear interest at a rate of 18% per annum. In the event legal action is instituted to enforce this agreement, the prevailing party will be entitled to reasonable attorney fees.

#### PROFESSIONAL INSURANCE

We maintain the following insurance coverage. Certificates of insurance will be provided upon request. However, our professional liability insurance carrier (errors and omissions) will not name any additional insured.

General liability	\$1,000,000.00 limit
Professional Liability	\$1,000,000.00 limit
Workmen's Compensation	\$1,000,000.00 limit



#### **CLOSURE**

By signing below, you hereby authorize NGI to proceed with services outlined in this proposal or requested by you and agree that all services and anything arising out of or in any way related to this proposal will be governed by RMA GeoScience's Fee Schedule and General Conditions which are attached hereto and are incorporated herein by reference. This authorization to proceed constitutes an agreement between you and RMA GeoScience and is made in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

Thank you for the opportunity to submit this proposal. We look forward to working with you on this project. If you have any questions regarding this proposal, please contact the undersigned.

Authorized By: Hanford Elementary School District	Submitted By: RMA GeoScience
	A-ABL
(Signature)	Gary Blomgren
V	Regional Vice President
(Print or Type Name)	Zachary Johnston
	Project Manager
(Title)	
(Date)	



# ESTIMATE WORKSHEET Grading Observation and Testing

=		-		
Item	Quantity	Unit	Unit Price	Total
Pick-up and Delivery of Test Specimens	2	HR	\$68.00	\$136.00
Staff Geologist – Field (Based on 2x visits)	4	HR	\$135.00	\$540.00
Soils Engineering Technician	16	HR	\$102.00	\$1,632.00
(Based on 8x visits) ASTM D1557 Max Density Optimum Moisture (Based on 1x native soil, and 1x AB lab curves)	2	EA	\$210.00	\$420.00
(54554 51/ 23/185/ 25/75/	Subtotal:			\$2,728.00



# ESTIMATE WORKSHEET Compaction Testing of Trench Backfill and Street Improvements

Item Pick-up and Delivery of Test Specimens	Quantity 2	Unit HR	Unit Price \$68.00	Total \$136.00
Soils Engineering Technician	4	HR	\$102.00	\$408.00
(Based on 2x visits) ASTM D1557 Max Density Optimum Moisture	1	EA	\$210.00	\$210.00
(Based on 1x native soil lab curve)	Subtotal:			\$754.00



# ESTIMATE WORKSHEET

# Special Inspection and Testing of Reinforced Concrete Construction

Special hispection and re	_	1.114	Unit Duine	Total
Item	Quantity	Unit	Unit Price	
Pick-up and Delivery of Test Specimens (Based on 3x Pick-ups)	6	HR	\$68.00	\$408.00
ID Reinforcing or Structural Steel (Based on 1x trip)	2	HR	\$104.00	\$208.00
Special Inspector Concrete Batch Plant (Based on 3x trips)	6	HR	\$104.00	\$624.00
ACI Concrete Technician (Based on 3x pour days)	12	HR	\$104.00	\$1,248.00
ASTM C39 Concrete Cyl Cured or Tested	15	EA	\$25.00	\$375.00
ASTM A370 Rebar Tension up to #8	2	EA	\$40.00	\$80.00
ASTM A370 Bend Test Rebar up to #8	2	EA	\$30.00	\$60.00
	Subtotal:			\$3,003.00



# ESTIMATE WORKSHEET Special Inspection and Testing of Post Installed Anchors

Special Inspector Post Installed Anchors	4	HR	\$104.00	\$416.00
(Based on 2x visits)	Subtotal:			\$416.00



# ESTIMATE WORKSHEET

# Project Administration, Engineering Oversight, and Reporting

	1 TO COL TRATEMENT WAS AND AND	D	0 ,		
Item		Quantity	Unit	Unit Price	Total
Project Manager - Of	fice	6	HR	\$145.00	\$870.00
Project Engineer - Of	fice	2	HR	\$165.00	\$330.00
Staff Geologist - Offic	e	2	HR	\$135.00	\$270.00
Administrative		12	HR	\$60.00	\$720.00
		Subtotal:			\$2,190.00



Personnel Charges - Professional Staff Product Name	Units	Rate (\$)
Administrative	HR	\$60.00
Principal Engineer - Office	HR	\$175.00
Principal Engineer - Field	HR	\$175.00
Principal Engineer - Consultation	HR	\$175.00
Principal Engineer - Consultation Principal Engineer - Job Conference	HR	\$175.00
	HR	\$175.00
Principal Engineer - Expert Witness Principal Engineer - Court Appearance	HR	\$175.00
	HR	\$165.00
Project Engineer - Office	HR	\$165.00
Project Engineer - Field	HR	\$165.00
Project Engineer - Consultation	HR	\$165.00
Project Engineer - Job Conference	HR	\$135.00
Staff Engineer - Office	HR	\$135.00
Staff Engineer - Field	HR	\$85.00
Drafting	HR	\$145.00
Project Manager - Office	HR	\$145.00
Project Manager - Field		\$145.00
Project Manager - Job Conference	HR	\$145.00
Principal Geologist - Office	HR	\$175.00
Principal Geologist - Field	HR	\$175.00
Principal Geologist - Consultation	HR	
Principal Geologist - Job Conference	HR	\$175.00 \$175.00
Principal Geologist - Expert Witness	HR	
Principal Geologist - Court Appearance	HR	\$175.00
Project Geologist - Office	HR	\$165.00
Project Geologist - Field	HR	\$165.00
Project Geologist - Consultation	HR	\$165.00
Project Geologist - Job Conference	HR	\$165.00
Staff Geologist - Office	HR	\$135.00
Staff Geologist - Field	HR	\$135.00
Personnel Charges - Field Staff	Units	Rate (\$)
Product Name	HR	\$102.00
Soils Engineering Technician	HR	\$102.00
Soils Technician Compaction Testing	HR	\$102.00
Soils Technician Rough Grading	HR	\$102.00
Soils Technician Retesting		\$111.00
Public Works Inspector	HR HR	\$110.00
Public Works Technician		\$111.00
Public Works Inspector - Asphalt Paving	HR	\$111.00
Public Works Inspector - Asphalt Plant	HR	\$111.00
Public Works Inspector - Concrete Paving	HR	
Public Works Inspector - Concrete Plant	HR	\$111.00
Public Works Technician - Asphalt	HR	\$110.00
Public Works Technician - Concrete	HR	\$110.00
Laboratory Technician - Field Lab	HR	\$88.00
Building Inspector	HR	\$125.00
Special Inspector (ICC)	HR	\$104.00
Mechanical   Electrical Inspector	HR	\$125.00
Special Inspector Reinforced Concrete	HR	\$104.00

Hanford Elementary School District Woodrow Wilson Jr. High - New Admin Bld. Project Hanford, CA RMA Proposal No.07-240181-P March 22, 2024 Page 10 of 20



_	2024 PW Schedule of Fee	
Special Inspector Prestressed Concrete	HR	\$104.00
Special Inspector Concrete Batch Plant	HR	\$104.00
ACI Concrete Technician	HR	\$104.00
Pick-up and Delivery of Test Specimens	HR	\$68.00
ID Reinforcing or Structural Steel	HR	\$104.00
Special Inspector Fire Proofing	HR	\$108.00
Special Inspector Post Installed Anchors	HR_	\$104.00
Special Inspector Roofing/Waterproofing	HR	\$108.00
Special Inspector Masonry	HR	\$105.00
Special Inspector Masonry (DSA)	HR	\$111.00
Special Inspector Shotcrete	HR	\$111.00
Special Inspector Post Tensioned Conc.	HR	\$111.00
Special Inspector Fire Stopping	HR	\$108.00
AWS Certified Welding Inspector- Field	HR	\$105.00
AWS Certified Welding Inspector- Shop	HR	\$98.00
Special Inspector Structural Steel	HR	\$105.00
Special Inspector High Strength Bolting	HR	\$105.00
Special Inspector Wood Construction	HR	\$104.00
Non Destructive Testing ASNT Level II	HR	\$110.00
Special Inspector Coatings (NACE)	HR	\$110.00
Special Inspector Coatings (WACL)  Special Inspector Fiber Wrap	HR	\$108.00
Pull   Torque Testing Technician	HR	\$104.00
Project Inspector (IOR)	HR	\$145.00
	HR	\$109.00
Asphalt Coring Technician	HR	\$109.00
Concrete Coring Technician	HR	\$110.00
Field Supervisor	HR	\$110.00
Field Supervisor	HR	\$110.00
Field Supervisor	HR	\$135.00
Quality Control Manager	HR	\$330.00
Mix Design Review		,
Laboratory Tests - Steel		
Product Name	Units	Rate (\$)
ASTM E605 Spray Applied Fireproofing Den	EA	\$95.00
ASTM A370 Rebar Tension up to #8	EA	\$40.00
ASTM A370 Rebar Tension 49 to #11	EA	\$50.00
ASTM A370 Rebar Tension #14	EA	\$80.00
ASTM A370 Rebat Tension #18	EA	\$120.00
ASTM A370 Repair Tension #20 ASTM A370 Bend Test Rebar up to #8	EA	\$30.00
ASTM A370 Bend Test Rebar #9 to #11	EA	\$40.00
ASTM A370 Bend Test Rebar #14	EA	\$80.00
ASTM A370 Bend Test Rebar # 18	EA	\$120.00
ASTM A370 Bend Test Result in 15 ASTM A370 Headed Bar Prod. Lot up to #8	LOT	\$200.00
ASTM A370 Headed Bar Prod. Lot #9 to #11	LOT	\$250.00
ASTM A370 Headed Bar Prod. Lot #14	LOT	\$380.00
ASTM A370 Headed Bar Prod. Lot #18	LOT	\$500.00
ASTM A416 Stress-Strain Analysis	EA	\$175.00
ASTM A416 Suess-Strain Artalysis  ASTM A416 Tensile Test Only	EA	\$125.00
ASTM A416 Tensile Lip to 100K lbs (Each)	EA	\$50.00
ASTM A370 Tensile Up to 200K lbs (Each)	EA	\$55.00
ASTM A370 Tensile Up to 300K lbs (Each)	EA	\$65.00
ASTM A370 Tensile Up to 400K lbs (Each)	EA	\$110.00
ASTIVI ASTO Telislie up to 400k los (Lacit)		A Proposal No 07-240181-P

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2024 PW Schedule of Fe	es and General	Terms
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ASTM A370 Tensile 400K - 500K lbs (Each)	EA	\$300.00	
ASTM A370 Tensile Stress-Strain Percent	EA	\$150.00	
AWS Weld: Macroetch	EA	\$75.00	
AWS Weld: Fracture	EA	\$50.00	
AWS Weld, Fracture  AWS Bend Test	EA	\$50.00	
ASTM A370 Rockwell Hardness (Each)	EA	\$75.00	
Steel Chemical Analysis	EA	\$150.00	
ASTM F606 Bolt Axial Tensile to 7/82	EA	\$40.00	
ASTM F606 Bolt Axial Telislie to 7/82	EA	\$55.00	
ASTM F606 Bolt: Axial 7/82 - 1 1/22	EA	\$60.00	
	EA	\$75.00	
ASTM F606 Bolt Wedge Tens 7/80 to 1 1/2"	EA	\$65.00	
ASTM F606 Bolt: Proof Load up to 7/8"	EA	\$85,00	
ASTM F606 Bolt: Proof Load up to 1 1/2"	EA	\$45.00	
ASTM F606 Nut: Proof Load up to 7/8"	EA	\$65.00	
ASTM F606 Nut: Proof Load up to 1 1/2"	LA	<del>403.00</del>	
Laboratory Tests - Soil	Unite	Rate (\$)	
Product Name	Units	\$250.00	
ASTM D4318 Plasticity Index of Soils	EA	\$450.00	
ASTM D1883 California Bearing Ratio	EA		
ASTM D2435 Consolidation	EA	\$200.00 \$250.00	
ASTM D2435 Consolidation with Time Rate	EA		
ASTM D3080 Direct Shear, Consol&Drained	EA	\$325.00	
ASTM D4829 Expansion Index of Soils	EA	\$175.00	
ASTM D2166 Unconfined Comp Strength	EA	\$250.00	
ASTM D5333 Hydro Collapse Potential	EA	\$175.00	
ASTM D2050 Tri-Axial Shear Strength	EA	\$350.00	
ASTM D2937 In-Place Density, Drive Cyl	<u>EA</u>	\$45.00	
ASTM D2216 Soil Moisture Content by Mass	EA	\$25.00	
ASTM D698 Maximum Density Std Effort	EA	\$210.00	
ASTM D1557 Max Density Optimum Moisture	EA	\$210.00	
ASTM D2974 Moisture, Ash, Organic Matter	EA	\$75.00	
ASTM D4972 pH of Soils	EA	\$80.00	
ASTM D2844 R-Value & Expansive Pressures	EA	\$325.00	
ASTM D2419 Sand Equivalent	EA	\$120.00	
ASTM D2434 Const Head Permeability Test	EA	\$350.00	
ASTM D422 Sieve Analysis of Soil	EA	\$250.00	
ASTM D1140 Materials Finer than #200	EA	\$100.00	
ASTM D422 Hydrometer Anaylsis	EA	\$175.00	
ASTM D854 Specific Gravity of Soils	EA	\$195.00	
ASTM D4546 Swell Potential	EA	\$175.00	
ASTM D4943 Shrinkage Factor by Resin	EA	\$190.00	
ASTM D559 Soil Cement Sample Preparation	EA	\$100.00	
ASTM D558 Soil-Cement Maximum Density	EA	\$275.00	
ASTM D1633 Compression Test Soll Cement	EA		
AASHTO T100 Specific Gravity of Soils	EA	\$200.00	
Laboratory Tests - Masonry			
Product Name	Unit		
ASTM C140 Block Compressive Strength	SET		
ASTM C140 Block Moisture & Absorption	SET	\$75.00	

Hanford Elementary School District Woodrow Wilson Jr. High - New Admin Bld. Project Hanford, CA

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2024 PW	Schedule	of Fees	and General	Terms
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	2024 PW Schedule of I	rees and General Terms
ASTM C426 Block Linear Shrinkage	SET	\$275.00
ASTM C140 Block Unit Wt & Dimensions	SET	\$195.00
ASTM C90 Masonry Block Conformance	SET	\$550.00
ASTM C67 Brick Compressive Strength	SET	\$85.00
ASTM C67 Brick Moisture & Absorption	SET	\$75.00
ASTM C67 Brick 5 Hour Boil	EA	\$95.00
ASTM C67 Brick Modulus of Rupture	EA	\$95.00
ASTM C780 Mortar Cylinder Compression	EA	\$30.00
ASTM C1019 Grout Prism Compression	EA	\$30.00
ASTM C1314 Masonry Core Comp Str 8" Max	EA	\$65.00
ASTM C1314 Masonry Core Shear Str 8" Max	EA	\$75.00
ASTM E519 Assemblage Comp Str 8" Block	EA	\$85.00
ASTM E519 Assemblage Comp Str 12" Block	EA	\$100.00
ASTM E519 Assemblage Comp Str 16" Block	EA	\$125.00
ASTM C109 Compressive Strength 2" Cube	EA	\$30.00
Laboratory Tests - Concrete		
Product Name	Units	
ASTM C39 Concrete Cyl Cured or Tested	EA	\$25.00
ASTM C42 Compressive Strength, Core	EA	\$65.00
ASTM C39 Cyl Tested out of Sequence	EA	\$35.00
ASTM C495 Lightweight Concrete Strength	EA	\$45.00
ASTM C78 Flexural Strength, Beam	EA	\$85.00
ASTM C1140 Shotcrete Panel Test	SET	\$250.00
ASTM C138 Unit Weight of Concrete	EA	\$55.00
ASTM C649 Concrete Modulus of Elasticity	EA	\$150.00
ASTM C157 Concrete Shrinkage (Set of 3)	SET	\$450.00
ASTM C496 Splitting Tensile Test	EA	\$90.00
ASTM C495 Density - Lightweight Concrete	EA	\$175.00
AASHTO T336 Coefficient of Thermal Exp	EA	\$500.00
Laboratory Tests - Caltrans		
Product Name	Units	Rate (\$)
CT202 Sieve Analysis, Combined Agg	EA	\$180.00
CT202 Sieve Analysis, Fine Agg	EA	\$150.00
CT202 Sieve Analysis, Coarse Agg	EA	\$135.00
CT235 Flat and Elongated Particles	EA	\$285.00
CT205 Percentage Crushed Particles	EA	\$150.00
CT206 Specific Gravity, Coarse Aggregate	EA	\$125.00
CT207 Specific Gravity, Fine Aggregate	EA	\$165.00
CT208 Apparent Specific Gravity of Fines	EA	\$200.00
CT229 Durability Index	EA	\$300.00
CT234 Angularity & Voids, Fine Agg	EA	\$195.00
CT211 Abrasion, Los Angeles Rattler	EA	\$250.00
CT227 Cleaness Value	EA	\$285.00
CT213 Organic Impurities in Sand	EA	\$95.00
CT214 Soundness by Sodium Sulfate	EA	\$375.00
CT226 Moisture Content by Oven Drying	EA	\$25.00
CT217 Sand Equivalent	EA	\$120.00
CT308(A) Core Density Paraffin Coated	EA	\$50.00
CT300(C) Core Density Faranin Coated	EA	
CT308(C) Core Density SSD	2,1	• • • • •

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202	4 PW Schedule of Fees a	ind General Terms
CT303 Approximate Bitumen Ratio	EA	\$250.00
CT304/308(A) LTMD Kneading Compactor	EA	\$325.00
CT305 Swell of Bituminous Mixtures	EA	\$350.00
CT366 Stabilometer Value	EA	\$265.00
CT308(A)/366 Stability and Density	EA	\$325.00
CT308(C)/366 Stability and Density	EA	\$325.00
CT309 Maximum Theoretical Density	EA	\$200.00
CT370 Moisture Content by Microwave	EA	\$75.00
CT379 Asphalt Content Nuclear Gauge	EA	\$200.00
CT382 Ignition Oven Correction Factor	EA	\$300.00
CT382 Asphalt Content by Ignition	EA	\$185.00
CT371 Tensile Strength Ratio	EA	\$1,100.00
CT302 Film Stripping	EA	\$250.00
CT521 Concrete Cyl Compressive Strength	EA	\$25.00
CT523 Concrete Flexural Strength, Beam	EA	\$85.00
CT531 Length of Drilled Concrete Cores	EA	\$45.00
CT550 Surface Abrasion of Concrete	EA	\$400.00
CT534 Water Retention, Liq Curing Cmpnd	EA	\$425.00
CT521 Compressive Strength LCB	EA	\$25.00
CT524 RSC Flexural Strength, Beam	EA	\$85.00
CT515 Relative Mortar Strength, PCC Sand	EA	\$600.00
CT670 Tensile Strength up to #8	EA	\$50.00
	EA	\$75.00
CT670 Tensile Strength #8 - #11 CT670 Tensile Strength #14	EA	\$100.00
	EA	\$150.00
CT 52-1-08C Slip Test	EA	\$150.00
CT670 Operator Qualification up to #8	LOT	\$350.00
CT670 Operator Qualification 49 - #1.1	LOT	\$400.00
CT670 Operator Qualification #14	LOT	\$600.00
	LOT	\$850.00
CT670 Operator Qualification #18 CT670 Operator Qualification up to #8	EA	\$300.00
CT670 Operator Qualification #9 - #11	EA	\$350.00
CT670 Operator Qualification #14	EA	\$450.00
CT670 Operator Qualification #18	EA	\$600.00
CT670 Production Lot up to #8 (Service)	LOT	\$250.00
CT670 Production Lot #9 to #11 (Service)	LOT	\$300.00
CT670 Production Lot #14 (Service)	LOT	\$400.00
CT670 Production Lot #14 (Service)	LOT	\$550.00
CT670 Production Lot up to #8 (Ultimate)	LOT	\$300.00
CT670 Production Lot #9 to #11(Ultimate)	LOT	\$350.00
CT670 Production Lot #14 (Ultimate)	LOT	\$550.00
CT670 Production Lot #14 (Oldmate)	LOT	\$750.00
CT204 Plasticity Index, Atterberg	EA	\$225.00
CT204 Plasticity Index, Attenderg CT209 Specific Gravity of Soil	EA	\$200.00
	EA	\$225.00
CT216 CA Impact Max Density CT216 CA Impact, Rock Correction	EA	\$45.00
CT301 Resistance R-Value Stabilometer	EA	\$320.00
CT417 Soluble Sulfates	EA	\$95.00
CT422 Chloride Content	EA	\$80.00
CT643 Resistivity and pH	EA	\$95.00
CTO45 VESISTARA BUT AU		



Laboratory Tests - Asphalt		
Product Name	Units	Rate (\$)
ASTM D2726 Core Density (SSD)	EA	\$45.00
ASTM D2720 Core Density (GDS)  ASTM D1188 Core Density Parafilm Coated	EA	\$50.00
ASTM D6926 Lab Max Density Marshall	EA	\$250.00
ASTM D6927 Marshal Stability and Flow	EΑ	\$325.00
ASTM D0527 Walstar Stability and Trott  ASTM D1561 LTMD Kneading Compactor	EA	\$260.00
ASTM D1560 Hyeem Stability and Density	EA	\$325.00
ASTM D1560 Hyeem Stability  ASTM D1560 Hyeem Stability	EA	\$225.00
ASTM D2041 Maximum Theoretical Density	EA	\$195.00
ASTM D6307 Ignition Oven Calibration	EA	\$300.00
ASTM D6307 Ignition Over Cambration  ASTM D6307 Asphalt Content by Ignition	EA	\$185.00
ASTM D0307 Asphalt Content by Ighnoria	EA	\$275.00
ASTM D2172 Asphalt Content by Solvents  ASTM D4125 Asphalt Content Nuclear Gauge	EA	\$250.00
	EA	\$200.00
ASTM D5444 Gradation of Extracted Agg	EA	\$175.00
ASTM D244 Emulsion Residue Evaporation	EA	\$115.00
ASTM D244 Emulsion Sieve Analysis	EA	\$150.00
ASTM D3910 Wet Track Abrasion	EA	\$900.00
AASHTO T324 Hamburg Wheel Tracking Test	EA	\$1,100.00
AASHTO T283 Tensile Strength Ratio	EA	\$325.00
AASHTO T312/T275 LTMD Gyratory Compactor	EA	\$185.00
AASHTO T308 Asphalt Content by Ignition	EA	\$195.00
AASHTO T209 Theoretical Maximum Density	EA EA	\$350.00
AASHTO T308A AC Correction Factor  AASHTO T312/T275 LTMD Gyratory Comp RHMA	EA EA	\$325.00
Laboratory Tests - Aggregates	Units	Rate (\$)
Laboratory Tests - Aggregates Product Name	Units EA	Rate (\$) \$250.00
Laboratory Tests - Aggregates  Product Name  ASTM C131 Abrasion, Los Angeles Rattler		
Laboratory Tests - Aggregates  Product Name  ASTM C131 Abrasion, Los Angeles Rattler  ASTM C40 Organic Impurities in Fine Agg	EA	\$250.00
Laboratory Tests - Aggregates  Product Name  ASTM C131 Abrasion, Los Angeles Rattler  ASTM C40 Organic Impurities in Fine Agg  ASTM C127 Specific Gravity, Coarse Agg	EA EA EA	\$250.00 \$95.00
Laboratory Tests - Aggregates  Product Name  ASTM C131 Abrasion, Los Angeles Rattler  ASTM C40 Organic Impurities in Fine Agg  ASTM C127 Specific Gravity, Coarse Agg  ASTM C128 Specific Gravity, Fine Agg	EA EA EA EA	\$250.00 \$95.00 \$150.00
Laboratory Tests - Aggregates  Product Name  ASTM C131 Abrasion, Los Angeles Rattler  ASTM C40 Organic Impurities in Fine Agg  ASTM C127 Specific Gravity, Coarse Agg  ASTM C128 Specific Gravity, Fine Agg  ASTM C1252 Angularity & Voids, Fine Agg	EA EA EA	\$250.00 \$95.00 \$150.00 \$175.00
Laboratory Tests - Aggregates  Product Name  ASTM C131 Abrasion, Los Angeles Rattler  ASTM C40 Organic Impurities in Fine Agg  ASTM C127 Specific Gravity, Coarse Agg  ASTM C128 Specific Gravity, Fine Agg  ASTM C1252 Angularity & Voids, Fine Agg  ASTM C1250 Moisture Content by Drying	EA EA EA EA	\$250.00 \$95.00 \$150.00 \$175.00
Laboratory Tests - Aggregates  Product Name  ASTM C131 Abrasion, Los Angeles Rattler  ASTM C40 Organic Impurities in Fine Agg  ASTM C127 Specific Gravity, Coarse Agg  ASTM C128 Specific Gravity, Fine Agg  ASTM C1252 Angularity & Voids, Fine Agg  ASTM C566 Moisture Content by Drying  ASTM C117 Materials Finer than No. 200	EA EA EA EA EA EA EA EA EA	\$250.00 \$95.00 \$150.00 \$175.00 \$175.00 \$20.00
Laboratory Tests - Aggregates  Product Name  ASTM C131 Abrasion, Los Angeles Rattler  ASTM C40 Organic Impurities in Fine Agg  ASTM C127 Specific Gravity, Coarse Agg  ASTM C128 Specific Gravity, Fine Agg  ASTM C1252 Angularity & Voids, Fine Agg  ASTM C566 Moisture Content by Drying  ASTM C117 Materials Finer than No. 200  ASTM D2419 Sand Equivalent	EA	\$250.00 \$95.00 \$150.00 \$175.00 \$175.00 \$20.00 \$100.00
Laboratory Tests - Aggregates  Product Name  ASTM C131 Abrasion, Los Angeles Rattler  ASTM C40 Organic Impurities in Fine Agg  ASTM C127 Specific Gravity, Coarse Agg  ASTM C128 Specific Gravity, Fine Agg  ASTM C1252 Angularity & Voids, Fine Agg  ASTM C566 Moisture Content by Drying  ASTM C117 Materials Finer than No. 200  ASTM D2419 Sand Equivalent  ASTM C289 Alkali-Silica Reactivity	EA EA EA EA EA EA EA EA EA	\$250.00 \$95.00 \$150.00 \$175.00 \$175.00 \$20.00 \$100.00 \$120.00
Laboratory Tests - Aggregates  Product Name  ASTM C131 Abrasion, Los Angeles Rattler  ASTM C40 Organic Impurities in Fine Agg  ASTM C127 Specific Gravity, Coarse Agg  ASTM C128 Specific Gravity, Fine Agg  ASTM C1252 Angularity & Voids, Fine Agg  ASTM C566 Moisture Content by Drying  ASTM C117 Materials Finer than No. 200  ASTM D2419 Sand Equivalent  ASTM C289 Alkali-Silica Reactivity  ASTM D4791 Flat & Elongated Particles	EA	\$250.00 \$95.00 \$150.00 \$175.00 \$175.00 \$20.00 \$100.00 \$120.00 \$500.00
Laboratory Tests - Aggregates  Product Name  ASTM C131 Abrasion, Los Angeles Rattler  ASTM C40 Organic Impurities in Fine Agg  ASTM C127 Specific Gravity, Coarse Agg  ASTM C128 Specific Gravity, Fine Agg  ASTM C1252 Angularity & Voids, Fine Agg  ASTM C566 Moisture Content by Drying  ASTM C117 Materials Finer than No. 200  ASTM D2419 Sand Equivalent  ASTM C289 Alkali-Silica Reactivity  ASTM D4791 Flat & Elongated Particles  ASTM D5821 Percent Fractured Particles	EA E	\$250.00 \$95.00 \$150.00 \$175.00 \$175.00 \$20.00 \$100.00 \$120.00 \$500.00
Laboratory Tests - Aggregates  Product Name  ASTM C131 Abrasion, Los Angeles Rattler  ASTM C40 Organic Impurities in Fine Agg  ASTM C127 Specific Gravity, Coarse Agg  ASTM C128 Specific Gravity, Fine Agg  ASTM C1252 Angularity & Voids, Fine Agg  ASTM C1566 Moisture Content by Drying  ASTM C117 Materials Finer than No. 200  ASTM D2419 Sand Equivalent  ASTM C289 Alkali-Silica Reactivity  ASTM D4791 Flat & Elongated Particles  ASTM D5821 Percent Fractured Particles  ASTM C123 Percent Lightweight Particles	EA E	\$250.00 \$95.00 \$150.00 \$175.00 \$175.00 \$20.00 \$100.00 \$120.00 \$500.00 \$275.00 \$150.00 \$200.00
Product Name ASTM C131 Abrasion, Los Angeles Rattler ASTM C40 Organic Impurities in Fine Agg ASTM C127 Specific Gravity, Coarse Agg ASTM C128 Specific Gravity, Fine Agg ASTM C1252 Angularity & Voids, Fine Agg ASTM C152 Angularity & Voids, Fine Agg ASTM C154 Angularity & Voids, Fine Agg ASTM C155 Angularity & Voids, Fine Agg ASTM C156 Moisture Content by Drying ASTM C117 Materials Finer than No. 200 ASTM D2419 Sand Equivalent ASTM C289 Alkali-Silica Reactivity ASTM D4791 Flat & Elongated Particles ASTM D5821 Percent Fractured Particles ASTM C123 Percent Lightweight Particles ASTM C88 Soundness by Sodium Sulfate	EA E	\$250.00 \$95.00 \$150.00 \$175.00 \$175.00 \$20.00 \$100.00 \$120.00 \$500.00 \$275.00 \$150.00 \$200.00
Laboratory Tests - Aggregates  Product Name  ASTM C131 Abrasion, Los Angeles Rattler  ASTM C40 Organic Impurities in Fine Agg  ASTM C127 Specific Gravity, Coarse Agg  ASTM C128 Specific Gravity, Fine Agg  ASTM C1252 Angularity & Voids, Fine Agg  ASTM C566 Moisture Content by Drying  ASTM C117 Materials Finer than No. 200  ASTM D2419 Sand Equivalent  ASTM C289 Alkali-Silica Reactivity  ASTM D4791 Flat & Elongated Particles  ASTM D5821 Percent Fractured Particles  ASTM C123 Percent Lightweight Particles  ASTM C88 Soundness by Sodium Sulfate  ASTM C136 Sieve Analysis, Combined Agg	EA E	\$250.00 \$95.00 \$150.00 \$175.00 \$175.00 \$20.00 \$100.00 \$120.00 \$500.00 \$275.00 \$150.00 \$200.00 \$400.00 \$175.00
Laboratory Tests - Aggregates  Product Name  ASTM C131 Abrasion, Los Angeles Rattler  ASTM C40 Organic Impurities in Fine Agg  ASTM C127 Specific Gravity, Coarse Agg  ASTM C128 Specific Gravity, Fine Agg  ASTM C1252 Angularity & Voids, Fine Agg  ASTM C1566 Moisture Content by Drying  ASTM C117 Materials Finer than No. 200  ASTM D2419 Sand Equivalent  ASTM C289 Alkali-Silica Reactivity  ASTM D4791 Flat & Elongated Particles  ASTM D5821 Percent Fractured Particles  ASTM C123 Percent Lightweight Particles  ASTM C88 Soundness by Sodium Sulfate  ASTM C136 Sieve Analysis, Combined Agg  ASTM C136 Sieve Analysis, Fine Agg	EA E	\$250.00 \$95.00 \$150.00 \$175.00 \$175.00 \$20.00 \$100.00 \$120.00 \$500.00 \$275.00 \$150.00 \$200.00 \$400.00 \$175.00 \$150.00
Laboratory Tests - Aggregates  Product Name  ASTM C131 Abrasion, Los Angeles Rattler  ASTM C40 Organic Impurities in Fine Agg  ASTM C127 Specific Gravity, Coarse Agg  ASTM C128 Specific Gravity, Fine Agg  ASTM C1252 Angularity & Voids, Fine Agg  ASTM C566 Moisture Content by Drying  ASTM C117 Materials Finer than No. 200  ASTM D2419 Sand Equivalent  ASTM C289 Alkali-Silica Reactivity  ASTM D4791 Flat & Elongated Particles  ASTM D5821 Percent Fractured Particles  ASTM C123 Percent Lightweight Particles  ASTM C88 Soundness by Sodium Sulfate  ASTM C136 Sieve Analysis, Combined Agg  ASTM C136 Sieve Analysis, Fine Agg  ASTM C136 Sieve Analysis, Coarse Agg	EA E	\$250.00 \$95.00 \$150.00 \$175.00 \$175.00 \$20.00 \$100.00 \$120.00 \$500.00 \$275.00 \$150.00 \$400.00 \$175.00 \$150.00 \$150.00
Laboratory Tests - Aggregates  Product Name  ASTM C131 Abrasion, Los Angeles Rattler  ASTM C40 Organic Impurities in Fine Agg  ASTM C127 Specific Gravity, Coarse Agg  ASTM C128 Specific Gravity, Fine Agg  ASTM C1252 Angularity & Voids, Fine Agg  ASTM C566 Moisture Content by Drying  ASTM C117 Materials Finer than No. 200  ASTM D2419 Sand Equivalent  ASTM C289 Alkali-Silica Reactivity  ASTM D4791 Flat & Elongated Particles  ASTM D5821 Percent Fractured Particles  ASTM C123 Percent Lightweight Particles  ASTM C136 Sieve Analysis, Combined Agg  ASTM C136 Sieve Analysis, Fine Agg  ASTM C136 Sieve Analysis, Fine Agg  ASTM C136 Sieve Analysis, Coarse Agg  ASTM C142 Clay Lumps & Friable Particles	EA E	\$250.00 \$95.00 \$150.00 \$175.00 \$175.00 \$20.00 \$100.00 \$120.00 \$500.00 \$275.00 \$150.00 \$200.00 \$175.00 \$175.00 \$150.00 \$175.00
Product Name ASTM C131 Abrasion, Los Angeles Rattler ASTM C40 Organic Impurities in Fine Agg ASTM C127 Specific Gravity, Coarse Agg ASTM C128 Specific Gravity, Fine Agg ASTM C1252 Angularity & Voids, Fine Agg ASTM C566 Moisture Content by Drying ASTM C117 Materials Finer than No. 200 ASTM D2419 Sand Equivalent ASTM C289 Alkali-Silica Reactivity ASTM D4791 Flat & Elongated Particles ASTM D5821 Percent Fractured Particles ASTM C123 Percent Lightweight Particles ASTM C188 Soundness by Sodium Sulfate ASTM C136 Sieve Analysis, Combined Agg ASTM C136 Sieve Analysis, Fine Agg ASTM C136 Sieve Analysis, Coarse Agg ASTM C142 Clay Lumps & Friable Particles AASHTO T304 Angularity & Voids in Fines	EA E	\$250.00 \$95.00 \$150.00 \$175.00 \$175.00 \$20.00 \$100.00 \$120.00 \$500.00 \$275.00 \$150.00 \$150.00 \$175.00 \$150.00 \$150.00 \$150.00 \$150.00 \$150.00 \$150.00 \$150.00
Product Name ASTM C131 Abrasion, Los Angeles Rattler ASTM C40 Organic Impurities in Fine Agg ASTM C127 Specific Gravity, Coarse Agg ASTM C128 Specific Gravity, Fine Agg ASTM C1252 Angularity & Voids, Fine Agg ASTM C566 Moisture Content by Drying ASTM C117 Materials Finer than No. 200 ASTM D2419 Sand Equivalent ASTM C289 Alkali-Silica Reactivity ASTM D4791 Flat & Elongated Particles ASTM D5821 Percent Fractured Particles ASTM C123 Percent Lightweight Particles ASTM C136 Sieve Analysis, Combined Agg ASTM C136 Sieve Analysis, Fine Agg ASTM C136 Sieve Analysis, Fine Agg ASTM C136 Sieve Analysis, Coarse Agg ASTM C142 Clay Lumps & Friable Particles AASHTO T304 Angularity & Voids in Fines AASHTO T84 Specific Gravity, Fine Agg	EA E	\$250.00 \$95.00 \$150.00 \$175.00 \$175.00 \$20.00 \$100.00 \$120.00 \$500.00 \$275.00 \$150.00 \$200.00 \$400.00 \$175.00 \$150.00 \$175.00 \$150.00 \$175.00 \$150.00 \$175.00
Product Name ASTM C131 Abrasion, Los Angeles Rattler ASTM C40 Organic Impurities in Fine Agg ASTM C127 Specific Gravity, Coarse Agg ASTM C128 Specific Gravity, Fine Agg ASTM C1252 Angularity & Voids, Fine Agg ASTM C1552 Angularity & Voids, Fine Agg ASTM C1566 Moisture Content by Drying ASTM C117 Materials Finer than No. 200 ASTM D2419 Sand Equivalent ASTM C289 Alkali-Silica Reactivity ASTM D4791 Flat & Elongated Particles ASTM D5821 Percent Fractured Particles ASTM C123 Percent Lightweight Particles ASTM C136 Sieve Analysis, Combined Agg ASTM C136 Sieve Analysis, Fine Agg ASTM C136 Sieve Analysis, Fine Agg ASTM C136 Sieve Analysis, Coarse Agg ASTM C142 Clay Lumps & Friable Particles AASHTO T304 Angularity & Voids in Fines AASHTO T84 Specific Gravity, Fine Agg AASHTO T85 Specific Gravity, Fine Agg	EA E	\$250.00 \$95.00 \$150.00 \$175.00 \$175.00 \$20.00 \$100.00 \$120.00 \$500.00 \$275.00 \$150.00 \$200.00 \$400.00 \$175.00 \$150.00 \$175.00 \$150.00 \$150.00 \$150.00 \$150.00 \$150.00
Product Name ASTM C131 Abrasion, Los Angeles Rattler ASTM C40 Organic Impurities in Fine Agg ASTM C127 Specific Gravity, Coarse Agg ASTM C128 Specific Gravity, Fine Agg ASTM C128 Angularity & Voids, Fine Agg ASTM C1252 Angularity & Voids, Fine Agg ASTM C1552 Angularity & Voids, Fine Agg ASTM C1566 Moisture Content by Drying ASTM C117 Materials Finer than No. 200 ASTM D2419 Sand Equivalent ASTM C289 Alkali-Silica Reactivity ASTM D4791 Flat & Elongated Particles ASTM D5821 Percent Fractured Particles ASTM C123 Percent Lightweight Particles ASTM C136 Sieve Analysis, Combined Agg ASTM C136 Sieve Analysis, Fine Agg ASTM C136 Sieve Analysis, Coarse Agg ASTM C136 Sieve Analysis, Coarse Agg ASTM C136 Sieve Analysis, Coarse Agg ASTM C136 Sieve Analysis, Fine Agg ASHTO T84 Specific Gravity, Fine Agg AASHTO T85 Specific Gravity, Fine Agg AASHTO T85 Specific Gravity, Coarse Agg AASHTO T96 Abrasion, Los Angeles Rattler	EA E	\$250.00 \$95.00 \$150.00 \$175.00 \$175.00 \$20.00 \$100.00 \$120.00 \$500.00 \$275.00 \$150.00 \$200.00 \$400.00 \$175.00 \$150.00 \$175.00 \$150.00 \$150.00 \$150.00 \$150.00 \$150.00 \$150.00 \$150.00 \$150.00
Product Name ASTM C131 Abrasion, Los Angeles Rattler ASTM C40 Organic Impurities in Fine Agg ASTM C127 Specific Gravity, Coarse Agg ASTM C128 Specific Gravity, Fine Agg ASTM C1252 Angularity & Voids, Fine Agg ASTM C1552 Angularity & Voids, Fine Agg ASTM C1566 Moisture Content by Drying ASTM C117 Materials Finer than No. 200 ASTM D2419 Sand Equivalent ASTM C289 Alkali-Silica Reactivity ASTM D4791 Flat & Elongated Particles ASTM D5821 Percent Fractured Particles ASTM C123 Percent Lightweight Particles ASTM C136 Sieve Analysis, Combined Agg ASTM C136 Sieve Analysis, Fine Agg ASTM C136 Sieve Analysis, Fine Agg ASTM C136 Sieve Analysis, Coarse Agg ASTM C142 Clay Lumps & Friable Particles AASHTO T304 Angularity & Voids in Fines AASHTO T84 Specific Gravity, Fine Agg AASHTO T85 Specific Gravity, Fine Agg	EA E	\$250.00 \$95.00 \$150.00 \$175.00 \$175.00 \$20.00 \$100.00 \$120.00 \$500.00 \$275.00 \$150.00 \$200.00 \$400.00 \$175.00 \$150.00 \$175.00 \$150.00 \$150.00 \$150.00 \$150.00 \$150.00

Hanford Elementary School District Woodrow Wilson Jr. High - New Admin Bld. Project Hanford, CA RMA Proposal No.07-240181-P March 22, 2024 Page 15 of 20



202	24 PW Schedule of 1 ees i	
AASHTO T27 Sieve Analysis, Coarse Agg	EA	\$135.00
AASHTO T176 Sand Equivalent	EA	\$120.00
AASHTO T335 Crushed Particles	EA	\$150.00
Equipment Charges		
Product Name	Units	Rate (\$)
Portable Drilling Equipment w/ Operator	HR	\$400.00
Mobile Laboratory Trailer & Testing Equipment	DAY	\$450.00
Stationary Laboratory Trailer & Testing Equipment	MO	\$450.00
Mileage	MILE	Quote
Diamond Bit Core Rig and Generator	DAY	\$400.00
Nuclear Density Test Gauge	DAY	\$25.00
Hand Held Turbidity Meter	DAY	\$20.00
Ultrasonic Test Unit and Consumables	DAY	\$50.00
Magnetic Particle Test Unit	DAY	\$50.00
Skidmore	DAY	\$50.00
Schmidt Hammer	DAY	\$50.00
Torque Wrench	DAY	\$50.00
Proof Load Testing Equipment	DAY	\$100.00
Drilling Equip Mobilization / De-Mob	EA	\$600.00
ASTM C1028 Coefficient of Friction	DAY	\$350.00
Mini Environmental Quality Meter	DAY	\$250.00
Inertial Profiler	DAY	\$1,800.00
Materials / Supplies	LS	Quote
Misc Permits	LS	Quote
Misc Fees	HR	Quote
Misc Subconsultant	LS	Quote
Set of Aerial Photographs	EA	Quote
Blueprinting	EA	Quote
Dutch Cone Penetrometer with Operator	HR	\$250.00
Hollow Stem Auger Drill Rig w/ Operator	HR	\$350.00
Portable Drilling Equipment w/ Operator	HR	\$400.00
Bucket Auger Drill Rig with Operator	HR	\$450.00
Air Rotary Drill Rig with Operator	HR	\$500.00
Rotary Wash Drill Rig with Operator	HR	\$500.00
Per Diem	DAY	\$145.00



#### **GENERAL CHARGES**

- RMA GeoScience requires twenty-four (24) hour prior notification for scheduling inspectors and/or technicians.
- Inspection charges start from our RMA GeoScience regional office portal to portal. All inspection hours will be billed in the following increments:
  - There will be a minimum two (2) hour charge for any RMA GeoScience employee presence on site.
  - Additional time will be billed in two (2) hour increments thereafter.
- When personnel are required to work in excess of 5 hours without an uninterrupted meal period of 30 minutes, due to project constraints, ½ hour will be charged at double time rates in addition to any applicable hours worked.
- Rates are valid through June 30, 2024. Rates for personnel will increase by 3% per year on July 1st of each subsequent year.
- Certified Payroll Reports will be prepared upon request. There will be a \$95.00 charge for each certified payroll report.
- Outside services will be billed at cost plus 25% unless billed directly to and paid for by Client.
- Requests made by client for management attendance at meetings at the project site will be charged at standard rate.
- Our budget excludes import acceptance lab testing and/or DTSC environmental lab testing or related sampling.
- Our budget excludes any veneer bonding testing, and veneer block in-plant, the district will contract that out, but if the district wishes for us to handle this will be a change order a present rate plus the 25% outside services fee.
- The District and GC are to provide a full set of approved plans for our records and inspections, and all mix design concrete, and structural steel submittals for our review, records, and inspections.

#### **OVERTIME CHARGES**

- Work performed in excess of 8 hours per day and / or up to eight (8) hours on Saturdays will be billed at 1.5 times the unit rate.
- Work performed on Sunday, recognized holidays, or in excess of eight (8) hours on Saturdays will be billed at 2.0 times the unit rate.
- A 20% surcharge will be applied for laboratory tests performed on a "Rush Basis" or on a Saturday or Sunday.

#### PER DIEM AND TRAVEL CHARGES

- A \$145.00 charge per day will be applied when our personnel are required to stay overnight at remote locations.
- Time will be billed at the unit rate while traveling to a remote location or if a location requires an overnight stay.
- Mileage for travel outside a 50 mile radius from either the project site or the nearest RMA facility whichever is closest, will be charged at a rate of \$0.62 per mile.

#### **NIGHT WORK**

A \$12.00 per hour surcharge will be added to all personnel rates for work performed during night shifts.



#### **GENERAL CONDITIONS**

AGREEMENT. This agreement is made by and between RMA GeoScience ("RMA") and the party that accepted RMA's proposal or requested that RMA perform Services ("Client"). RMA shall include said company, its engineers, employees, insurers, or authorized representative. This "Agreement" includes RMA's proposal and any exhibits or attachments noted in the proposal or incorporated by reference including but not limited to these General Conditions. Requesting Services from RMA shall constitute acceptance of the terms of these General Conditions.

- 1. SCOPE OF SERVICES. Services means the service(s) performed by RMA for Client or at Client's direction. RMA's findings, opinions, and recommendations are based upon data and information obtained by and furnished to RMA at the time of the Services. RMA may rely upon information provided by the Client or third parties. Client may request additional work or changes beyond the scope of Services described in RMA's Proposal. If any alteration or addition of Services are requested by the Client, RMA may provide a written notification detailing the additional scope of work, time extension and associated fees for Client's review. Client shall provide written acceptance of such. If Client does not follow these procedures, but instead directs, authorizes, or permits RMA to perform the changed or additional work, the Services are changed accordingly and RMA will be paid for this work according to its written notification or current fee schedule.
- 2. DELAYS. RMA shall be entitled to an equitable adjustment to the project schedule and compensation to compensate RMA for any increase in time or costs necessary to perform the Services under this Agreement due to any cause beyond its reasonable control. All promises of services time are approximations by RMA and are subject to the Client and contractor's schedules, weather conditions, travel conditions, disputes with workmen or parties, accidents, strikes, natural disasters, health emergencies, discovery of hazardous materials, differing or unforeseeable site conditions or project conditions, acts of governmental agencies or authorities, or other causes. In no event shall RMA be responsible for any damage or expense due to delays from any cause, other than to the extent the damage or expense is directly caused by RMA's own proven negligence after having been warned in writing by the Client of the damage or expense which may result from the delay.
- 3. RMA RESPONSIBILITIES. Services performed by RMA under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the same profession currently providing the same or similar services under similar circumstances in the same locality and in accordance with applicable standards in effect at the time the Services are performed. RMA MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. Testing or inspection services may require the destruction of a sample or sample location. Client understands that, in the normal course of performing the Services, some damage may occur, and understands that RMA is not responsible for the correction of any such damage or for replacing samples. Client acknowledges that opinions, data, interpretations and recommendations prepared by RMA are based on limited data and recognizes that subsurface conditions or other actual conditions may vary from those encountered at the location where inspections, tests, borings, surveys, or explorations are made by RMA and may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. There is an inherent risk that samples or observations may not be representative of materials or locations not

- sampled or seen and that conditions may change over time. Variations between inspected or tested discrete locations may occur and the risk of such occurrence is understood and accepted by Client. Client is responsible for notifying the appropriate party or professional regarding the correction of any deviations or deficiencies noted by RMA and RMA accepts no liability in connection therewith. RMA shall not be responsible for the interpretation by others of information developed by RMA and makes no guarantee that RMA's recommendations are properly implemented by any party. RMA shall not be held liable for problems that may occur if RMA's recommendations are not followed.
- 4. SUBSURFACE EXPLORATIONS. Client understands RMA's layout of boring and test locations is approximate and that RMA may deviate a reasonable distance from those locations. Client acknowledges that it is impossible for RMA to know the exact composition of a site's subsurface, even after conducting a comprehensive exploratory program. There is a risk that drilling and sampling may result in contamination of certain subsurface areas. Client waives any claim against, and agrees to defend, indemnify and save RMA harmless from any claim or liability for injury or loss which may arise as a result of subsurface contamination caused by drilling, sampling, or monitoring well installation. Client also agrees to adequately compensate RMA for any time spent and expenses incurred in defense of any such claim.
- 5. CLIENT PARTICIPATION. Client will make available to RMA all information in its possession regarding existing and proposed conditions at the site. Such information shall include, but not be limited to engineering reports, plot plans, topographic surveys, hydrographic data, soil data including borings, field and laboratory tests and written reports. Client shall immediately transmit to RMA any new information concerning site condition which becomes available, and any change in plans or specifications concerning the project. RMA shall not be liable for any inaccurate or incorrect advice, judgment or decision which is based on any inaccurate information furnished by Client and Client shall indemnify RMA against claims, demands, or liability arising out of, or contributed to, by such inaccurate information. In the event Client, the project owner, or other party makes any changes in the plans and specifications, Client agrees to hold RMA harmless from any liability arising out of such changes, and Client assumes full responsibility unless Client has given RMA prior notice and has received RMA's written consent for such changes. RMA does not assume responsibility for any conditions at the Client's site(s) that may present a danger, either potential or real, to health, safety, or the environment. Client hereby agrees that it is the Client's responsibility to notify any and all appropriate federal, state, or local authorities, as required by law, of the existence of any such potential or real danger and otherwise to disclose to all appropriate or affected individuals or entities, in a timely manner, any information that may be necessary to prevent any danger to health, safety, or the environment. Client assumes sole responsibility for determining whether the quantity and the nature of services ordered by Client is adequate and sufficient for Client's intended purpose.
- 6. THIRD PARTIES To the fullest extent permitted by law and to the extent not resulting from RMA's proven negligence, Client agrees to defend, indemnify and hold RMA harmless from any claims, demands, suits, losses, charges, expense (including attorney fees and costs at trial and appeal), and/or allegations of responsibility by any and all third parties including but not limited to, contractors, subcontractors, agents, employees, assignees transferees, successors, invitees,



neighbors, and the public relating in any way to this Agreement, the services, or the project. It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to the Client and RMA. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the Client and RMA that any such person or entity, other than Client or RMA, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary. Neither party may assign this Agreement or any right or obligation hereunder without the prior written consent of the other party, which shall not be unreasonably withheld or delayed; provided, however, that no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by or of RMA or an assignment to an affiliate or subsidiary of RMA.

- 7. SAMPLE DISPOSAL. Samples are consumed in testing or disposed of upon completion of tests or upon report completion (unless stated otherwise in the Services). Client acknowledges that contaminated drill cuttings, sample spoils, wash water, and other materials may be produced as a result of encountering hazardous materials at the site. In such event, Client shall be responsible for their proper transportation and disposal. RMA may be able to arrange for the transportation and disposal of hazardous materials at Client's request. In no event shall RMA be required to sign a hazardous waste manifest or take title to any hazardous materials. Contaminated samples delivered to or taken to RMA's laboratory for testing shall remain the property of Client and Client is responsible for ultimate disposal of any samples which are found to be contaminated. On request, Client shall retrieve contaminated samples from RMA's laboratory and dispose of them in an approved manner.
- 8. DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS. Client shall furnish to RMA all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials prior to commencement of the Services. Client warrants that it has made reasonable efforts to disclose known or suspected hazardous materials on or near the project site. Client agrees that the discovery of such unanticipated hazardous materials constitutes a changed condition which may require either a renegotiation of the scope of RMA's Services or termination of such Services or this Agreement. Client recognizes that the discovery of hazardous materials may necessitate immediate protective measures to safeguard the public health and safety and agrees to compensate RMA for measures that in RMA's professional opinion are justified to preserve and protect the health and safety of site personnel and the public. Client agrees to compensate RMA for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials. Client agrees that in the event of the discovery of hazardous materials at the site it will report such discovery to the proper authorities as required by federal, state, and local regulations. Client also agrees to inform the project site owner in the event that hazardous materials are encountered at the site. Notwithstanding any other provision of the agreement, Client waives any claim against RMA, and to the maximum extent permitted by law, agrees to defend, indemnify, and save RMA harmless from any claim, liability and/or defense costs for injury or loss arising from the presence of hazardous materials on the project site.
- 9. SITE CONDITIONS. Client shall secure all necessary approvals, notices, permits, licenses, and consents from all owners, lessees,

contractors, and other possessors of the Project, necessary to commence and complete the Services, and will provide RMA access to the project site for all equipment and personnel necessary for the performance of the Services. RMA shall be allowed free access to the site. Client understands and agrees that RMA shall only be responsible for losses which directly result from RMA's negligence. Client is responsible for the accuracy of locations for all subterranean structures and utilities. Client waives any claim against RMA, and agrees to defend, indemnify, and hold RMA harmless from any claim or liability for injury or loss of any party, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate RMA for any time spent or expenses incurred by RMA in defense of any such claim.

- 10. ENVIRONMENTAL LIABILITY. Neither this Agreement nor the providing of services will operate to make RMA an owner, operator, generator, transporter, treater, storer, or arranger for disposal or treatment within the meaning of the Resource Conservation Recovery Act, Comprehensive Environmental Response Compensation and Liability Act, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous materials. Client will indemnify, defend and hold RMA harmless from and against any and all losses, damages, costs and expenses, including attorney's fees, from third party claims, demands and causes of action arising or claimed to arise from violations by Client of any and all environmental laws, rules and regulations relating to the existence, generation of, current or future ownership, storage, transport or disposal of pre-existing hazardous substances and wastes, but this indemnity shall not cover such loss, damage, cost or expense to the extent caused by RMA's proven negligence in performing the Services under this Agreement. For purposes of this Agreement, a pre-existing hazardous substance is any hazardous substance or hazardous waste having been generated by Client or existing on Client's premises prior to the date of this Agreement.
- 11. OWNERSHIP AND LEGAL USE OF DOCUMENTS. All notes, data, reports, original final reproducible drawings, plans, specifications, calculations, and studies memoranda assembled or prepared by RMA are instruments of service with respect to the subject project, and RMA shall retain an ownership and property interest therein, whether or not the project is completed. The Client may make and retain copies for information and reference in connection with the subject project; however, such documents are not intended or represented to be suitable for re-use by the Client or others. Any modification, changes, or reuse without written verification or adaptation by RMA for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to RMA, and the Client agrees to indemnify and hold harmless RMA against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting therefrom.
- 12. ALLOCATION OF RISK AND LIMITATION OF LIABILITY. The parties have evaluated the respective risks and remedies under this Agreement and agree to allocate the risks and restrict the remedies to reflect that evaluation. Notwithstanding any other provision to the contrary in this Agreement and to the fullest extent permitted by law, Client agrees to restrict its remedies under this Agreement against RMA, its parents, affiliates and subsidiaries ("RMA Covered Parties"), so that the total aggregate liability of RMA Covered Parties shall not exceed \$50,000 or the actual paid compensation for the services performed by RMA under



this Agreement, whichever is greater. This restriction of remedies shall apply to all suits, claims, actions, iosses, costs (including attorney fees) and damages of any nature arising from or related to this Agreement without regard to the legal theory under which such liability is imposed. Claims must be brought within one calendar year from performance of the Services.

- 13. LIABILITY FOR OTHERS. RMA shall not be responsible for supervising or overseeing the Client's contractors or for their means and methods, procedures, performance, or site safety. RMA shall not be responsible for the acts or omissions of the Client, owner, architect, architect's other consultants, contractor, subcontractors, other third parties or their respective agents, employees, assigns, successors, or any other persons ("Others"). RMA shall have no authority to control Others regarding their work or their safety practices. RMA does not control or guarantee the work of Others. RMA has no duty to inspect or correct health and safety deficiencies of Others. RMA will not be responsible for the failure of Others to perform in accordance with their undertakings and the providing of RMA's services shall not relieve Others of their responsibilities to the Client or Others. RMA reserves the right to report to the Client any unsafe conditions observed at the Project without altering the foregoing.
- 14. CONSEQUENTIAL DAMAGES WAIVER. Notwithstanding anything to the contrary in this agreement and to the fullest extent permitted by law, Client and RMA waive against each other any and all claims for or entitlement to special, incidental, indirect, consequential, delay, punitive, or similar losses or damages arising out of, resulting from, or in any way related to the project or this Agreement.
- 15. INSURANCE. RMA will maintain the following insurance coverages and amounts: (1) Workers Compensation insurance as required by law, (2) Employer's Liability insurance with coverage of \$1,000,000 per each accident/employee, (3) Commercial General Liability insurance with coverage of \$1,000,000 per occurrence/aggregate, (4) Automobile Liability insurance with coverage of \$1,000,000 combined single limit, and (5) If RMA is providing professional services, Professional Liability insurance with coverage of \$1,000,000 per claim/aggregate. Client shall name RMA as additional insured on its Builder's Risk policy. Client shall require any general contractors working on the project site to include RMA in any indemnity that the Client requires such contractors to provide to the Client and as an additional insured under any such contractor's general liability insurance policy. Client shall provide RMA with a certificate of insurance evidencing the required insurance.
- 16. RESOLUTION OF DISPUTES. Client shall not be entitled to assert a Claim against RMA based on any theory of professional negligence unless and until Client has obtained the written opinion from an independent and reputable Professional Engineer (P.E.), licensed architect (A.I.A.), or Registered Geologist (R.G.) that RMA has violated the standard of care applicable to RMA's performance of the Services. Such party shall be currently practicing in the same discipline as RMA and be licensed in the state where the project is located. This written opinion shall specify the acts or omissions that the independent engineer, architect, or geologist contends are not in conformance with the standard of care for professional services performed by local consultants under similar circumstances; and state in detail the basis for their independent opinion that such acts or omissions do not conform to that standard of care. Client shall provide this opinion to RMA and the parties shall endeavor to resolve the dispute within 30 days. This Agreement shall be governed by and construed in accordance with the

aws of the state where the RMA office originating the work or proposal is located. Exclusive of lien claims, any legal action or proceeding brought to enforce or otherwise arising out of or relating to this Agreement shall be brought in the county where the RMA office originating the work or proposal is located. Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

- 17. COMPENSATION AND PAYMENT TERMS. Client agrees that an invoice amount is due when received unless otherwise agreed. A service charge of one and one-half percent (1-1/4%) per month (but not exceeding the maximum allowable by law) will be added to any account not paid within 30 days after the invoice date. In the event that any portion of the account remains unpaid 30 days after the invoice date, RMA may immediately discontinue Services on any and all projects for Client, or withhold any final report or instrument of service, or demand prepayment of fees at RMA's option. Client shall pay all costs incurred by RMA in collecting any delinquent amount, including staff time, court costs and attorney fees. Failure to make payment within sixty (60) days of invoice shall constitute a release of RMA from any and all claims which Client may have, either in tort or contract, and whether known or unknown at the time. Should Services based on a fee schedule be performed beyond the end of the calendar year, RMA's current fee schedule shall apply unless otherwise negotiated in advance.
- 18. TERMINATION. This Agreement may be terminated without cause by either party upon thirty (30) days written notice, and at any time by either party if the other party defaults in the performance of any material provision of this Agreement and such default continues for a period of seven (7) days after written notice thereof. In the event of termination, RMA will be paid for Services performed through the date of termination, plus reasonable termination expenses, including the cost of completing analyses, demobilization, records and reports necessary to document job status at the time of termination.
- 19. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties and shall supersede other prior agreements and representations. No amendments to this Agreement shall be valid unless made in writing and signed by the parties. If Client uses its standard business forms all pre-printed terms and conditions contained in or on such forms shall be deemed stricken and null and void. If the terms and conditions of this Agreement conflict with the terms and conditions of any other agreement or document this Agreement shall govern and control over any such conflict. The invalidity or unenforceability of any portion(s) of this Agreement shall in no way affect the validity or enforceability of any other portion(s) hereof. Any invalid or unenforceable portion shall be severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain a particular portion held to be invalid or unenforceable. This Agreement may be executed in several counterparts, each of which shall be deemed an original having identical legal effect. The titles, captions and headings of this Agreement are included for ease of reference only and will be disregarded in interpreting or construing this Agreement, RMA shall not be bound by any language incorporating by reference any contract or term of any contract unless the term or terms incorporated by reference are specifically furnished to RMA and are expressly agreed to in a writing signed by RMA.

## HANFORD ELEMENTARY SCHOOL DISTRICT

# **AGENDA REQUEST FORM**

10:	Joy Gabler
FROM: DATE:	Robert Heugly May 10, 2024
For:	<ul><li>☑ Board Meeting</li><li>☑ Superintendent's Cabinet</li></ul>
For:	☐ Information ☐ Action

Inv. Cables

Date you wish to have your item considered: May 22, 2024

**ITEM:** Consider for approval, the 2023-2024 LCAP Federal Addendum Annual Update and 2024 Federal Addendum, and Spending Plan for Title I, II, III, IV.

**PURPOSE:** The LCAP Federal Addendum is meant to supplement the LCAP to ensure that eligible LEAs have the opportunity to meet the Local Educational Agency (LEA) Plan provisions of the ESSA.

#### **Fiscal Impact:**

TO.

The LCAP Federal Addendum is a requirement for approximately \$2.8 million in federal Title I, II, III, and IV funding.

**Website:** The 2023-2024 LCAP Federal Addendum Annual Update and 2024 Federal Addendum, and Spending Plan for Title I, II, IV. can be viewed on the district's website:

https://resources.finalsite.net/images/v1715354897/hesdk12caus/ifmak95dqr1l4ueztob9/2024FederalAddendumFederalSpendingPlanand23-24AnnualEvaluationofFederalPrograms.pdf

**RECOMMENDATION:** Consider for approval the 2023-2024 LCAP Federal Addendum Annual Update and 2024 Federal Addendum, and Spending Plan for Title I, II, III, IV.

## HANFORD ELEMENTARY SCHOOL DISTRICT

# AGENDA REQUEST FORM

TO:	Joy Gabler
FROM: DATE:	Robert Heugly May 10, 2024
For:	<ul><li>☑ Board Meeting</li><li>☐ Superintendent's Cabinet</li></ul>
For:	☐ Information ☐ Action

Date you wish to have your item considered: May 22, 2024

**ITEM:** Consider for approval, the 2024-2025 School Plans for Student Achievement.

**PURPOSE:** Each school has carefully and thoroughly followed the planning process. School site councils have approved the 2024-2025 school plans. Planning amounts are based on estimated allocations and carryover from the prior school year. Included with each school plan is the *Evidence-Based Title I Funded Program Evaluation*. This document is a review of the implementation and effectiveness of the previous school year's plan (the 2023-2024 school plan).

The school plans include funding from Title I Part A, LCFF, CSI **Fiscal Impact:** 

						Total Sc	hool Plan
School	Title I	Funds	LCFF	Funds	CSI Funds	Funds	
Hamilton Elementary	\$	41,995	\$	16,266		\$	58,261
Hanford CDS	\$	1,331	\$	545	\$	- \$	1,876
Jefferson	\$	28,749	\$	11,859		\$	40,608
Kennedy Jr. High	\$	50,733	\$	21,141		\$	71,874
King Elementary	\$	61,354	\$	23,459		\$	84,813
Lincoln Elementary	\$	39,600	\$	16,572		\$	56,172
Monroe Elementary	\$	54,918	\$	21,330		\$	76,248
Richmond Elementary	\$	42,203	\$	16,538		\$	58,741
Roosevelt Elementary	\$	47,949	\$	19,828		\$	67,777
Simas Elementary	\$	34,796	\$	14,249		\$	49,045
Washington Elementary	\$	45,389	\$	17,671		\$	63,060
Wilson Jr. High	\$	48,010	\$	18,924		\$	66,934
Total	\$	497,027	\$	198,382		\$	695,409

**Website:** The 2024-2025 School Plans for Student Achievement can be viewed on the district's website: <a href="www.hanfordesd.org/departments/categorical-programs/school-plans-for-student-achievement-school-plans">www.hanfordesd.org/departments/categorical-programs/school-plans-for-student-achievement-school-plans</a>

**RECOMMENDATION:** Approve the 2024-2025 School Plans

# HANFORD ELEMENTARY SCHOOL DISTRICT Human Resources Department

# AGENDA REQUEST FORM

Joy C. Gabler FROM: Jaime Martinez Assistant Superintendent, HR DATE: May 13, 2024 FOR: (X) Board Meeting ( ) Superintendent's Cabinet ( ) Information (x) Action

TO:

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: May 22, 2024

ITEM: Receive California School Employees Association's (CSEA) Initial Proposal to the District (HESD) for 2024-2025 amendments to the 2023-2026 Collective Bargaining Agreement between Hanford Elementary School District (HESD) and CSEA (reopened articles).

**PURPOSE:** To initiate the negotiation process for 2024-2025 amendments to the Collective Bargaining Agreement between HESD and CSEA. The current 3-year agreement allows for re-negotiating Article 22 Health and Welfare Benefits and/or Article 23 Pay and Allowances, and two additional Articles each.

The Rodda Act requires "sunshining" of initial proposal before negotiations commence.

**FISCAL IMPACT:** Unknown; proposal is subject to negotiation.

**RECOMMENDATION:** Hear public comments and accept CSEA's initial proposal for contract negotiations with HESD.

# 2024-2025 Reopener Proposal of the California School Employees Association and its Chapter 344 to the Hanford Elementary School District April 11, 2024

CSEA proposes the following:

# **Article 15 Vacations**

CSEA proposes modifying the vacation language.

#### **ARTICLE 22 – Health and Welfare Benefits**

CSEA proposes increasing the District cap to cover the rising costs of healthcare.

#### **ARTICLE 23 – Pay and Allowances**

CSEA prepared to negotiate an equitable salary increase.

# **Article 26 Disciplinary**

CSEA will propose language that will help define discipline and or the process of.

All other provisions of the collective bargaining agreement not specifically changed in negotiations shall remain in full force to and including June 30, 2025.

# Hanford Elementary School District HUMAN RESOURCES DEPARTMENT

# **AGENDA REQUEST FORM**

TO: Joy C. Gabler

FROM: Jaime Martinez

DATE: May 13, 2024

FOR: (X) Board Meeting

( ) Superintendent's Cabinet

( ) Information

(X) Action

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: May 22, 2024

**ITEM:** Receive the District's Initial Proposal to California School Employees Association (CSEA) for 2024-2025 amendments to the 2023-2026 Collective Bargaining Agreement between Hanford Elementary School District (HESD) and CSEA (reopened articles).

**PURPOSE:** To initiate the negotiation process for 2024-2025 amendments to the Collective Bargaining Agreement between HESD and CSEA. The current 3-year agreement allows for re-negotiating Article 22 Health and Welfare Benefits and/or Article 23 pay and Allowances, and two additional Articles each.

The Rodda Act requires "sunshining" of initial proposal before negotiations commence.

FISCAL IMPACT: Unknown; proposal is subject to negotiation.

**RECOMMENDATION:** Hear public comments and accept the District's initial proposal for contract negotiations with CSEA.

# HANFORD ELEMENTARY SCHOOL DISTRICT'S INITIAL PROPOSAL CSEA CONTRACT REOPENERS 2024-2025

Effective July 1, 2024

#### **Article 9: Unit Vacancies**

Discuss requirements for the internal recruitment process.

#### Article 18 Classification, Reclassification, and Abolition of Positions

Discuss the reclassification process.

#### **Article 22 Health Benefits**

Discuss the current District contribution toward Employee Health and Welfare Benefits considering cost increases to plans.

# **Article 23 Salary**

Discuss classified salary schedule adjustments considering current budget conditions.

# HANFORD ELEMENTARY SCHOOL DISTRICT

## AGENDA REQUEST FORM

FROM: DATE:	Joy Gabler David Goldsmith May 16, 2024
For:	<ul><li>☑ Board Meeting</li><li>☐ Superintendent's Cabinet</li></ul>
For:	☐Information ☑ Action

Date you wish to have your item considered: May 22, 2024

ITEM: Consider award for the 2024 Student Laptop Computer purchase bid to CDW-G

<u>PURPOSE</u>: Hanford Elementary School District completed a formal bid process to select a vendor for the purchase of 3000 new student laptop computers.

CDW-G submitted the best qualifying bid that met all district minimum specifications for student laptops computers.

<u>FISCAL IMPACT</u>: Cost of the purchase will be \$1,437,112.50. Funding source is ESSER III federal funding.

RECOMMENDATION: Award bid as presented to CDW-G.

## HANFORD ELEMENTARY SCHOOL DISTRICT

## AGENDA REQUEST FORM

TO:	Joy Ga	abler	
FROM:	Lucy Gomez		
DATE:	May 1	3, 2024	
FOR:	$\boxtimes$	Board Meeting Superintendent's Cabinet	
FOR:		Information Action	

Date you wish to have your item considered: May 22, 2024

ITEM:

Receive for information Board Policy & Administrative Regulation - 6175

Migrant Education Program

**PURPOSE:** 

To update the Board Policy and Administrative Regulation 6175 to comply with California Department of Education sample Policy 6175. This BP/AR outlines the requirement and timelines outlined in new law AB 1319, to be used for the identification of Migrant students, as well as the supplemental services to be provided during the school year and summer. This updated policy provides specific guidelines pertinent to a Migrant student's immediate enrollment in a school district, and the option to remain in their school of origin for the duration of the student's Migrant status. Parent involvement and required communication to parents is also outlined.

**FISCAL IMPACT:** Tulare County Office of Education receives state & federal funds which are used to provide services to Migrant students in our district.

**RECOMMENDATIONS:** Consider for adoption at the next regular Board Meeting.

Status: ADOPTED

## Board CSBA Sample District Policy Manual Hanford Elementary School District

#### **Policy 6175: Migrant Education Program**

Original Adopted Date: 05/16/200107/01/2003 | Last Revised Date: 12/01/2018 | Last

**Reviewed Date:** 05/16/2001 12/01/2018

The Board of Trustees recognizes that the children of migratory workers move frequently and may attend school irregularly. For this reason, communication between staff and the parents/guardians of these children is especially important. The Board encourages parents/guardians and staff to make every effort to support and assist each other so as to ensure that migrant children maintain sufficient progress.

The district shall make use of available funds to provide supplementary services for migrant students. These services shall be coordinated with other existing district resources such as health screening, compensatory education programs, and programs for English language learners.

The Superintendent or designee shall plan for late enrollments of migrant students and shall ensure that all migrant students are correctly identified and placed. Insofar as possible, he/she shall acquire records from students' previous school districts and shall consult these records when identifying the students' comprehensive needs and preparing their individual learning plans. Teachers are encouraged to consult with these students' past teachers as part of their effort to provide continuity in education.

The Superintendent or designee shall ensure that migrant students' records are updated in a timely manner. When students transfer to another district, their records shall be provided to that district in order to assist the district in identifying students' educational and other needs.

The Superintendent or designee shall provide supplementary staff development activities which improve skills that meet the needs of migrant students.

The Superintendent or designee shall convene a district parent/guardian advisory council to actively involve parents/guardians in planning, operating and evaluating the migrant children program. Advisory council members shall receive training to help them to carry out their responsibilities. (Education Code 54444.2)

The Board of Trustees desires to provide a comprehensive program for migrant students that attempts to mitigate the impact of educational disruption, cultural and language barriers, social isolation, health-related problems, and other factors that may inhibit their ability to succeed in school. The district shall make use of available funds to provide supplementary services for migrant students.

The Superintendent or designee shall cooperate with the regional migrant service center in outreach and identification of eligible migrant students and in the provision of migrant education services. The Superintendent or designee shall also coordinate migrant education services with other programs within the district and with other public agencies that serve migrant workers and their families.

The district shall give first priority for services to migrant students who are failing, or are most at risk of failing, to meet state academic standards or have dropped out of school. (20 USC 6394)

The district shall provide services to eligible private school students residing within the district on an equitable basis with participating public school students. (20 USC 7881; 34 CFR 200.87)

The Superintendent or designee shall ensure that each migrant student is placed at the appropriate grade level upon enrollment and is provided services in accordance with an individual needs assessment and learning plan.

The Superintendent or designee shall annually report to the Board regarding student performance on statewide assessments of core academic subjects and English language development, as appropriate, for students enrolled in the district's migrant education program. In addition, the Superintendent or designee shall periodically report to the Board regarding the alignment of district services with the needs of students as identified in student needs assessments conducted pursuant to Education Code 54443.1. As necessary, the Board shall seek technical assistance from the migrant education regional service center and/or make changes in the services provided by the district in order to improve student achievement.

#### **Policy Reference Disclaimer:**

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

<b>State</b> 5 CCR 3080	<b>Description</b> Applicability of uniform complaint procedures to complaints regarding students with disabilities
5 CCR 4600-4670	Uniform complaint procedures
Ed. Code 200	Equal rights and opportunities in state educational institutions
Ed. Code 220	Prohibition of discrimination
Ed. Code 234.7	Student protections relating to immigration and citizenship status
Ed. Code 51225.1	Exemption from district graduation requirements
Ed. Code 51225.3	High school graduation requirements
Ed. Code 54440-54445	Migrant children
<b>Federal</b> 20 USC 6311	<b>Description</b> State plan
20 USC 6381-6381k	Even Start Family Literacy Program
20 USC 6391-6399	Education of migratory children
20 USC 7881	Participation of private school students
34 CFR 200.81-200.89	Migrant education program
<b>Management Resources</b> California Department of Education Publication	<b>Description</b> 2017 State Service Delivery Plan

U.S. Department of Education

Publication

Education of Migratory Children Under Title I, Part C of the

Elementary and Secondary Education Act of 1965, Non-

Regulatory Guidance, rev. March 2017

Website CSBA District and County Office of Education Legal Services

Website California Department of Education, Migrant Education

**Office** 

Website <u>U.S. Department of Education, Office of Migrant Education</u>

Website West Ed, Migrant Student Information Network

#### **Cross References**

<b>Code</b> 0410	Nondiscrimination In District Programs And Activities Nondiscrimination In District Programs And
	Activities
0415	<u>Equity</u> Equity
0500	<u>Accountability</u> Accountability
1220	Citizen Advisory Committees Citizen Advisory Committees
1220	Citizen Advisory Committees Citizen Advisory Committees
1312.3	Uniform Complaint Procedures Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	<u>Uniform Complaint Procedures</u>
1400	Relations Between Other Governmental Agencies And The Schools Relations Between Other Governmental Agencies
	And The Schools
3553	Free And Reduced Price Meals Free And Reduced Price Meals
3553	Free And Reduced Price Meals Free And Reduced Price Meals
3553-E PDF(2)	Free And Reduced Price Meals
4121	Temporary/Substitute PersonnelTemporary/Substitute Personnel
4121	Temporary/Substitute PersonnelTemporary/Substitute Personnel
4131	Staff DevelopmentStaff Development
4231	Staff DevelopmentStaff Development
4331	Staff DevelopmentStaff Development
5111.1	District Residency District Residency

5111.1	District Residency
5113.1	Chronic Absence And Truancy Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy Chronic Absence And Truancy
5113.11	Attendance Supervision Attendance Supervision
5125	Student Records Student Records
5125	Student Records Student Records
5125.2	Withholding Grades, Diploma Or TranscriptsWithholding Grades, Diploma Or Transcripts
5132	Dress And Grooming Dress And Grooming
5132	Dress And Grooming Dress And Grooming
5141.26	Tuberculosis Testing Tuberculosis Testing
5141.31	<u>Immunizations</u> Immunizations
5141.31	<u>Immunizations</u> Immunizations
5141.32	Health Screening For School EntryHealth Screening For School Entry
5141.6	School Health Services School Health Services
5141.6	School Health Services School Health Services
5145.13	Response To Immigration EnforcementResponse To Immigration Enforcement
5145.13	Response To Immigration EnforcementResponse To Immigration Enforcement
5145.6	Parent/Guardian NotificationsParent/Guardian Notifications
5145.6-E-PDF(1)	Parent/Guardian NotificationsParent/Guardian Notifications
5148	Child Care And DevelopmentChild Care And Development
5148	Child Care And DevelopmentChild Care And Development
5148.2	Before/After School ProgramsBefore/After School Programs
5148.2	Before/After School ProgramsBefore/After School Programs
<u>5148.3</u>	Preschool/Early Childhood Education
<u>5148.3</u>	Preschool/Early Childhood Education
6000	Concepts And Roles Concepts And Roles
6011	Academic Standards Academic Standards
6020	Parent InvolvementParent Involvement
6020	Parent Involvement Parent Involvement
<u>6146.1</u>	High School Graduation Requirements

6162.51	State Academic Achievement TestsState Academic Achievement Tests
6162.51	State Academic Achievement TestsState Academic Achievement Tests
6164.2	Guidance/Counseling ServicesGuidance/Counseling Services
6164.5	Student Success TeamsStudent Success Teams
6164.5	Student Success TeamsStudent Success Teams
6171	Title I Programs Title I Programs
6171	Title I Programs
6174	Education For English Learners Education For English Learners
6174	Education For English Learners Education For English Learners
6177	Summer Learning Programs Summer Learning Programs
<u>6178</u>	Career Technical Education
6178	Career Technical Education

Status: ADOPTED

## Board CSBA Sample District Policy Manual Hanford Elementary School District

#### **Regulation 6175: Migrant Education Program**

Original Adopted Date: 05/16/200107/01/2003 | Last Revised Date: 11/03/200312/01/2019

Last Reviewed Date: <u>11/03/200312/01/2019</u>

#### Eligibility

Students age 3 to 21 years shall be eligible for the district's migrant education program shall be those migrant students who have if they, their parents/guardians, or their spouses are migratory agricultural workers or fishers who, in the preceding 36 months, moved within the past three years. In providing these services, into the district shall give first priority to due to economic necessity and engaged in new temporary or seasonal employment or personal subsistence in agriculture or fishing. If such employment was not secured soon after the move, students may be considered migrant students aged 3 through 21 who are failing, or most at risk of failing, to meet state content and student performance standards, if they, their parents/guardians, or their spouses actively sought such new employment and whose education has been interrupted during the regular school year. (20 USC 6394, have a recent history of moves for temporary or seasonal agricultural or fishing employment. (20 USC 6399; 34 CFR 200.40)

#### 81)

A student who ceases to be a migrant student during a school semester term shall be eligible for services until the end of the semester term. If comparable services are not available through other programs, a student who is no longer migratory may continue to receive services for one additional school year. Students who were eligible for services in secondary school may continue to be served through credit accrual programs until graduation. (20 USC 6394)

#### **Enrollment**

A migrant student shall be immediately enrolled in the district even if the student: (Education Code 48204.7)

#### **Program Components**

The migrant education program shall provide: (Education Code 54443.1)

- 1. Individual assessment of the educational and relevant health needs of each participating student, within 30 days of enrollment.
- 1. Has outstanding fees, fines, textbooks, or other items or monies due to the school last attended
- 2. Does not have clothing normally required by the school, such as school uniforms

3. Is unable to produce records normally required for enrollment, such as previous academic records, proof of residency, medical records, including, but not limited to, records or other proof of immunization history, or other documentation

If a migrant student experiences a change in residence, the student may remain enrolled in the school of origin for the duration of the student's status as a migrant student. (Education Code 48204.7)

If a student's status as a migrant student changes during a school year, the Superintendent or designee shall allow the student to continue at the school of origin through the duration of that school year or, if the student is enrolled in a high school, through graduation. (Education Code 48204.7)

A migrant student who is transitioning between school grade levels shall be allowed to continue in the district of origin in the same attendance area to provide the student the benefit of matriculating with peers in accordance with the established feeder patterns of school districts. A migrant student who is transitioning to a middle school or high school designated for matriculation in another school district shall be allowed to enroll in that school. (Education Code 48204.7)

The Superintendent or designee shall inform a migrant student and the student's parent/guardian of the impact of remaining in the school of origin on the student's eligibility to receive migrant education services pursuant to Education Code 54440-54445. (Education Code 48204.7)

The Superintendent or designee may, but is not required to, provide transportation to enable a migrant student to attend the school of origin, unless otherwise required by federal law. (Education Code 48204.7)

#### **Student Records**

The Superintendent or designee shall maintain records documenting the eligibility of students enrolled in the district's migrant education program. However, the district shall not collect information or documents regarding the citizenship or immigration status of students or their family members for the purpose of determining eligibility for migrant education services.

<u>The Superintendent or designee shall acquire education and health records from migrant students'</u> previous school districts, as appropriate.

When a migrant student transfers to another district, the student's records shall be provided to the receiving district upon request at no cost in order to assist that district in meeting the needs of the student. (20 USC 6398)

#### **Program Components**

The migrant education program shall include all of the following components: (Education Code 54443.1)

- 2.1.A general needs assessment summarizing the needs of the population to be served.
- 3.2.A comprehensive program which meets student to meet the educational, health, and related needs and of participating students which supplements the district-provided core curriculum. This program shall provide and includes, but is not limited to:

- a. Academic instruction
- Remedial Instructional services, including academic, remedial and compensatory instruction
- c.a. Bilingual assistance and multicultural, bilingual-crosscultural, and career technical instruction
- d.b. Counseling and career education services
- e.c. Preschool services (after school-aged services have been provided)in accordance with Education Code 54443
- f.d. Other educational services that are not otherwise available in sufficient quantity or quality to eligible migrant students
- g.e. Instructional The acquisition of instructional materials and equipment necessary for to adequately provide the appropriate services
- h.f. Other related services needed to enable to meet the special needs of eligible migrant students to enable them to participate effectively in instructional services
- g. The coordination and teaming of existing resources serving migrant students, such as bilingual-crosscultural education, health screening, and compensatory education
- 3. Individual assessment of the educational and relevant health needs of each participating student, within 30 days of enrollment, including assessments concurrently provided pursuant to compensatory education, bilingual-crosscultural education, school improvement programs, and other programs serving the student
- 4. A brief individual learning plan listing the services to be provided to each student. This plan, which shall be given to the parent/guardian in writing or at a parent/guardian conference, annually and each timewhen the student moves to a new district.

#### **Parent Advisory Council**

- 5. All-Staffing and staff development plans and practices to meet the needs of students and implement the program
- 6. Parent/guardian and community involvement as specified in Education Code 54444.2, including, but not necessarily limited to, the establishment of a parent/guardian advisory council to actively involve parents/guardians of students enrolled in the in planning, operating, and evaluating the district's migrant education program
  - The migrant education program shall be invited to provide for the same opportunities for parent/guardian involvement that are provided to parents/guardians for federal Title I programs. (20 USC 6394)
- 7. Evaluations which include annual student progress and overall program effectiveness and quality control reports

Contingent upon funding, the district shall provide home-based and/or school-based family literacy services to migrant families to enhance literacy levels, parenting skills, and English language skills of

parents/guardians.

#### **Summer School**

The district shall conduct summer school program(s) for eligible migrant students. The summer school program shall respond to the individual needs of participating students and shall build on and be consistent with the instructional programs offered to these students during the regular school year. Coursework shall be of the same level of difficulty in each subject as that provided to students enrolled in regular classes of instruction within the district in the preceding year. (Education Code 54444.3)

<u>Teachers in the summer school program shall have cultural training or background and understanding of the special needs of migrant students and possess the proper credential for the subjects and grade levels to which they are assigned.</u> (Education Code 54444.3)

The program shall comply with the following requirements for instructional time: (Education Code 54444.3)

- 1. For kindergarten class, a minimum of 180 minutes per day, including recesses, for not less than 20 instructional days
- 2. For grades 1-8, a minimum of 200 minutes per day, including recesses and passing time but excluding noon intermissions, for not less than 20 instructional days
- 3. For grades 7-12, a minimum of 240 minutes per day, including passing time but excluding noon intermissions, for not less than 30 instructional days

When district facilities that are suitable for the summer climate are available, the district shall make facilities available at cost to other agencies that request facilities for the operation of migrant summer school programs. When approved by the Superintendent of Public Instruction, the district may jointly offer facilities with a neighboring district to meet the needs of the migrant summer school program for the entire area. (Education Code 54444.3)

#### **Applicability of Graduation Requirements**

To obtain a high school diploma, migrant students shall complete all courses required by Education Code 51225.3 and shall generally fulfill any additional local graduation requirements prescribed by the Board.

However, when a migrant student who has completed the second year of high school transfers into the district or transfers between high schools within the district, the student shall be exempted from all district-adopted coursework and other district-established graduation requirements, unless the district makes a finding that the student is reasonably able to complete the additional requirements in time to graduate from high school by the end of the fourth year of high school. Within 30 calendar days of the transfer, the Superintendent or designee shall notify the student and the student's parent/guardian of the availability of the exemption and whether the student qualifies for it. If the Superintendent or designee fails to provide this notification, the student shall be eligible for the exemption once notified, even if the notification occurs after the student no longer meets the definition of a migrant student. (Education Code 51225.1)

To determine whether a migrant student is in the third or fourth year of high school, the district shall use either the number of credits the student has earned as of the date of the transfer or the

<u>length of school enrollment, whichever qualifies the student for the exemption. (Education Code 51225.1)</u>

The Superintendent or designee shall notify any migrant student who is granted an exemption and the student's parent/guardian how any requirements that are waived will affect the student's ability to gain admission to a postsecondary educational institution and shall provide information about transfer opportunities available through the California Community Colleges. (Education Code 51225.1)

The district shall not require or request a migrant student to transfer schools in order to qualify for an exemption, and no request for a transfer solely to qualify for an exemption shall be made by a migrant student or parent/guardian. (Education Code 51225.1)

If a migrant student is exempted from local graduation requirements, the exemption shall continue to apply after the student no longer meets the definition of a migrant student if the student is still enrolled in school or transfers to another school or district. (Education Code 51225.1)

Upon making a finding that a migrant student is reasonably able to complete district graduation requirements within a fifth year of high school, the Superintendent or designee shall: (Education Code 51225.1)

- 1. Inform the student and parent/guardian of the student's option to remain in school for a fifth year to complete the district's graduation requirements and how that will affect the student's ability to gain admission to a postsecondary educational institution
- 2. Provide information to the student about transfer opportunities available through the California Community Colleges
- 3. Upon agreement with the student or parent/guardian, permit the student to stay in school for a fifth year to complete the district's graduation requirements

#### **Parent Advisory Council**

The parent advisory council shall be comprised of members who are knowledgeable of the needs of migrant students and shall be elected by the parents/guardians of students enrolled in the district's migrant education program. The composition of the council shall be determined by the parents/guardians at a general meeting andto which all parents/guardians of participating students shall be invited. The parents/guardians shall be informed, in a language they understand, that they have the sole authority to decide on the advisory council's composition—of the council. (Education Code 54444.2)

At least two-thirds of the advisory council shall consist of migrant parents/guardians elected by their peers. (Education Code 54444.2) parents/guardians of migrant students. (Education Code 54444.2)

All parent/guardian candidates for the council shall be nominated by parents/guardians. Nonparent candidates, such as teachers, administrators, other school personnel, or students, shall be nominated by the groups they represent. All other community candidates shall be nominated by the parents/guardians. (Education Code 54444.2)

The parent/guardian advisory council shall meet at least six times during the year and shall: (Education Code 54444.4)

The parent/guardian advisory council shall meet at least six times during the year and shall: (Education Code 54444.4)

- 1. Establish program goals, objectives, and priorities
- 2. Review annual needs and year-end assessment assessments, program activities for each school, and individual learning plans
- 3. Advise on the selection, development, and reassignment of migrant education program staff
- 4. Participate actively in planning and negotiating program applications and service agreements
- 5. Perform all other responsibilities required under state and federal laws or regulations

The Superintendent or designee shall establish and implement a training program for advisory council members to enable them to carry out their responsibilities. The training program shall be developed in consultation with the council and shall include appropriate training materials in a language understandable to each member. (Education Code 54444.2)

The Superintendent or designee shall provide the council, without charge, a copy of all applicable state and federal migrant education statutes, rules, regulations, guidelines, audits, monitoring reports, and evaluations. Upon request, these materials also shall be provided without charge to each member of the council. (Education Code 54444.2)

#### **Notification and Complaints**

Information regarding the educational rights of migrant students, as specified in Education Code 51225.1 and 51225.2, shall be included in the annual uniform complaint procedures notification distributed to students, parents/guardians, employees, and other interested parties pursuant to 5 CCR 4622. (Education Code 51225.1, 51225.2)

Any complaint that the district has not complied with requirements regarding the education of migrant students, as specified in Education Code 51225.1 or 51225.2, may be filed in accordance with the district's procedures in AR 1312.3 - Uniform Complaint Procedures.

#### **Policy Reference Disclaimer:**

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

<b>State</b> 5 CCR 3080	<b>Description</b> Applicability of uniform complaint procedures to complaints regarding students with disabilities
5 CCR 4600-4670	Uniform complaint procedures
Ed. Code 200	Equal rights and opportunities in state educational institutions
Ed. Code 220	Prohibition of discrimination
Ed. Code 234.7	Student protections relating to immigration and citizenship status

Ed. Code 51225.1 <u>Exemption from district graduation requirements</u>

Ed. Code 51225.3 High school graduation requirements

Ed. Code 54440-54445 Migrant children

**Federal**20 USC 6311

Description
State plan

20 USC 6381-6381k Even Start Family Literacy Program

20 USC 6391-6399 Education of migratory children

20 USC 7881 Participation of private school students

34 CFR 200.81-200.89 Migrant education program

Management Resources Description

California Department of Education 2017 State Service Delivery Plan

U.S. Department of Education Education of Migratory Children Under Title I, Part C of the

Publication Elementary and Secondary Education Act of 1965, Non-

Regulatory Guidance, rev. March 2017

Website <u>CSBA District and County Office of Education Legal Services</u>

Website California Department of Education, Migrant Education

**Office** 

Website <u>U.S. Department of Education, Office of Migrant Education</u>

Website West Ed, Migrant Student Information Network

# **Cross References**

Publication

Code Description

0410 Nondiscrimination In District Programs And

Activities Nondiscrimination In District Programs And

**Activities** 

0415 Equity Equity

0500 Accountability Accountability

1220 <u>Citizen Advisory Committees</u>Citizen Advisory Committees

1220 <u>Citizen Advisory Committees</u> Citizen Advisory Committees

1312.3 Uniform Complaint Procedures Uniform Complaint

**Procedures** 

1312.3 Uniform Complaint Procedures

1312.3-E(1) Uniform Complaint Procedures

1312.3-E(2) Uniform Complaint Procedures

1400 Relations Between Other Governmental Agencies And The

Schools Relations Between Other Governmental Agencies

And The Schools

3553	Free And Reduced Price Meals Free And Reduced Price Meals
3553	Free And Reduced Price Meals Free And Reduced Price Meals
3553-E PDF(2)	Free And Reduced Price Meals
4121	Temporary/Substitute PersonnelTemporary/Substitute Personnel
4121	Temporary/Substitute PersonnelTemporary/Substitute Personnel
4131	Staff DevelopmentStaff Development
4231	Staff DevelopmentStaff Development
4331	Staff DevelopmentStaff Development
5111.1	District Residency District Residency
5111.1	District Residency District Residency
5113.1	Chronic Absence And Truancy Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy Chronic Absence And Truancy
5113.11	Attendance Supervision Attendance Supervision
5125	Student Records Student Records
5125	Student Records Student Records
5125.2	Withholding Grades, Diploma Or TranscriptsWithholding Grades, Diploma Or Transcripts
5132	Dress And Grooming Dress And Grooming
5132	Dress And Grooming Dress And Grooming
5141.26	Tuberculosis Testing Tuberculosis Testing
5141.31	<u>Immunizations</u> Immunizations
5141.31	<u>Immunizations</u> Immunizations
5141.32	Health Screening For School EntryHealth Screening For School Entry
5141.6	School Health Services School Health Services
5141.6	School Health Services School Health Services
5145.13	Response To Immigration EnforcementResponse To Immigration Enforcement
5145.13	Response To Immigration EnforcementResponse To Immigration Enforcement
5145.6	Parent/Guardian NotificationsParent/Guardian Notifications
5145.6-E <del>-PDF</del> (1)	Parent/Guardian Notifications Parent/Guardian Notifications
5148	Child Care And Development Child Care And Development

5148	Child Care And DevelopmentChild Care And Development
5148.2	Before/After School ProgramsBefore/After School Programs
5148.2	Before/After School ProgramsBefore/After School Programs
<u>5148.3</u>	Preschool/Early Childhood Education
<u>5148.3</u>	Preschool/Early Childhood Education
6000	Concepts And Roles Concepts And Roles
6011	Academic Standards Academic Standards
6020	Parent Involvement
6020	Parent Involvement Parent Involvement
<u>6146.1</u>	High School Graduation Requirements
6162.51	State Academic Achievement TestsState Academic Achievement Tests
6162.51	State Academic Achievement TestsState Academic Achievement Tests
6164.2	Guidance/Counseling Services Guidance/Counseling Services
6164.5	Student Success TeamsStudent Success Teams
6164.5	Student Success TeamsStudent Success Teams
6171	<u>Title I Programs</u> Title I Programs
6171	<u>Title I Programs</u> Title I Programs
6174	Education For English Learners Education For English Learners
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6177	Summer Learning ProgramsSummer Learning Programs
<u>6178</u>	Career Technical Education
<u>6178</u>	Career Technical Education

#### HANFORD ELEMENTARY SCHOOL DISTRICT

# Human Resources Department AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Jaime Martinez

DATE: May 13, 2024

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

(X) Action

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: May 8, 2024

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

#### **PURPOSE:**

# a. Employment

# Classified

- Jenny Gonzalez, Yard Supervisor 2.25 hrs., Kennedy, effective 04/26/24
- Alicia Mendez, Yard Supervisor 2.5 hrs., Lincoln, effective 04/22/24
- Myles Picazo, Yard Supervisor 1.75 hrs., Kennedy, effective 04/24/24

# Classified Temps/Subs

Renee Barker, Substitute READY Program Tutor, effective, 5/14/24

# Short Term Classified

- Consuelo Larios-Marsh, Short-Term Special Circumstance Aide 5.75 hrs., Wilson, effective 4/29/24-6/7/24
- Maya Mendez, Short-Term READY Program Tutor 4.5 hrs., Simas, effective 5/7/24-6/7/24

#### Short Term Certificated

 Patricia Soper, School Nurse for Summer Programs, June 13, 2024 (4 hours) and June 24 – July 5, 2024 (8 hours/day; no school July 4<sup>th</sup>)

# Temporary Out of Class Assignment

- Hannie Sewell, from Custodian II 8.0 hrs., Hamilton, to Lead Custodian 0 8.0 hrs., Hamilton, effective 4/29/24-6/7/24
- Susan Tavares, from Lead Custodian 8.0 hrs., Hamilton, to Head Custodian – 8.0 hrs., Kennedy, effective 4/29/24-5/30/24

# Certificated reassignment

Angela Protzman, from Teacher, King, to Induction Coach, TRC, effective 8/8/24

# <u>Classified Short-Term Employment – Summer Programs</u>

# **Elementary Summer Program**

- Deborah Albrecht, Licensed Vocational Nurse 8.0 hrs., Hamilton, effective 07/08/24-07/19/24
- April Allen, Substitute READY Program Tutor 5.0 hrs., Hamilton, effective 06/17/24-07/19/24
- Yadira Arciga Castrejon, School Operations Officer 9.0 hrs., Hamilton, effective 07/08/24-07/19/24
- Michelle Banuelos, Substitute READY Program Tutor 5.0 hrs., Hamilton, effective 06/17/24-07/19/24
- Kristin Brieno, READY Program Tutor 5.0 hrs., Hamilton, effective 06/17/24-07/19/24
- Rylynn Burnett, READY Program Tutor 8.0 hrs., Hamilton, effective 06/17/24-07/19/24
- Emily Bush, READY Program Tutor 8.0 hrs., Hamilton, effective 06/17/24-07/19/24
- Monique Cantu, READY Program Tutor 8.0 hrs., Hamilton, effective 06/17/24-07/19/24
- Priscilla Cardenas, READY Program Tutor 5.0 hrs., Hamilton, effective 06/17/24-07/19/24
- Cruz Chavez, Substitute Bilingual Clerk Typist II 7.5 hrs., West Hills Community College, effective 06/17/24-06/27/24
- Maria Flores, Bilingual Clerk Typist II 8.0 hrs., Hamilton, effective 06/17/24-07/19/24
- Julie Gonzales, READY Program Tutor 8.0 hrs., Hamilton, effective 06/17/24-07/19/24
- Marissa Gonzales, Substitute READY Program Tutor 5.0 hrs., Hamilton, effective 06/17/24-07/19/24
- Yara Gutierrez, READY Site Lead 8.0 hrs., Hamilton, effective 06/17/24-07/19/24
- Yvonne Hernandez, READY Site Lead 8.0 hrs., Hamilton, effective 06/17/24-07/19/24
- Sierra Hilyard, READY Program Tutor 8.0 hrs., Hamilton, effective 06/17/24-07/19/24
- Alisa Hout, Special Education Aide 5.0 hrs., Hamilton, effective 06/17/24-07/12/24
- Monica Jacobsen, School Operations Officer 9.0 hrs., Hamilton, effective 07/01/24-07/05/24
- Savannah Juarez, READY Program Tutor 5.0 hrs., Hamilton, effective 06/17/24-07/19/24
- Taylor King, School Operations Officer 9.0 hrs., Hamilton, effective 06/17/24-06/28/24

- Kadence Latham, READY Program Tutor 5.0 hrs., Hamilton, effective 06/17/24-07/19/24
- Michael Leon, READY Program Tutor 8.0 hrs., Hamilton, effective 06/17/24-07/19/24
- Adrianna Luna, READY Site Lead 8.0 hrs., Hamilton, effective 06/17/24-07/19/24
- Alyssa Medina, READY Program Tutor 5.0 hrs., Hamilton, effective 06/17/24-07/19/24
- Anadalila Mendoza Martinez, READY Program Tutor 5.0 hrs., Hamilton, effective 06/17/24-07/19/24
- Bianca Montoya, READY Program Tutor 5.0 hrs., Hamilton, effective 06/17/24-07/19/24
- Marcilina Ocampo, READY Program Tutor 5.0 hrs., Hamilton, effective 06/17/24-07/19/24
- Kristi Ochoa, READY Program Tutor 8.0 hrs., Hamilton, effective 06/17/24-07/19/24
- Maricruz Pacheco Barajas, READY Program Tutor 5.0 hrs., Hamilton, effective 06/17/24-07/19/24
- Jannette Perez, READY Program Tutor 8.0 hrs., Hamilton, effective 06/17/24-07/19/24
- Reynaldo Perez, Bilingual Student Specialist 8.0 hrs., Hamilton, effective 07/01/24-07/19/24
- Addrianna Potter, READY Program Tutor 5.0 hrs., Hamilton, effective 06/17/24-07/19/24
- Stephen Reyes, Substitute READY Program Tutor 5.0 hrs., Hamilton, effective 06/17/24-07/19/24
- Alicia Sanchez, READY Program Tutor 5.0 hrs., Hamilton, effective 06/17/24-07/19/24
- Sandra Solorio, Licensed Vocational Nurse 8.0 hrs., Hamilton, effective 06/17/24-06/28/24
- Viviana Solorio, READY Program Tutor 5.0 hrs., Hamilton, effective 06/17/24-07/19/24
- Elizabeth Steen, READY Program Tutor 5.0 hrs., Hamilton, effective 06/17/24-07/19/24
- Maddison Tomey, READY Program Tutor 8.0 hrs., Hamilton, effective 06/17/24-07/19/24
- Ashley Torres, READY Program Tutor 5.0 hrs., Hamilton, effective 06/17/24-07/19/24
- Alijah Turner, Substitute READY Program Tutor 5.0 hrs., Hamilton, effective 06/17/24-07/19/24
- Selina Valles, READY Program Tutor 8.0 hrs., Hamilton, effective 06/17/24-07/19/24
- Brenn Vallin, Substitute READY Program Tutor 5.0 hrs., Hamilton, effective 06/17/24-07/19/24
- Rachelle Vasquez, Student Specialist 8.0 hrs., Hamilton, effective 06/17/24-06/28/24

- Jasmine Vidal, READY Program Tutor 5.0 hrs., Hamilton, effective 06/17/24-07/19/24
- Mia Welsh, READY Program Tutor 5.0 hrs., Hamilton, effective 06/17/24-07/19/24
- Norma Zuniga, Licensed Vocational Nurse (Bilingual) 8.0 hrs., Hamilton, effective 07/01/24-07/05/24

# Extended School Year Program

- James Joyce, Special Education Aide 5.0 hrs., Hamilton, effective 6/17/24-7/12/24
- Militza Mendoza, Special Education Aide 5.0 hrs., Hamilton, effective 6/17/24-7/12/24

# b. Certificated Short Term Employment – SUMMER PROGRAMS

Special Education Extended School Year:

Hamilton Elementary School

June 13, 2024 – June 14, 2024, 4 hours/day for Preparation June 17, 2024 – July 12, 2024, 5 hours/day for Instruction

(no school June 19, 2024 & July 4, 2024)

- Lucy Brieno, June 13-14, June 17-21 (no school June 19th), June 24-28
- Charles Cole, June 13-14, July 1-5 (no school July 4<sup>th</sup>), July 8-12
- Cynthia Lewis, June 13-14, July 1-5 (no school July 4<sup>th</sup>), July 8-12
- Shelby McWells, June 13-14, July 1-5 (no school July 4th), July 8-12
- Tianna Sandoval, June 13-14, June 17-21 (no school June 19th), June 24-28
- Maribel Santiago, June 13-14, June 17-21 (no school June 19th), June 24-28

#### Nursing Services for Summer Programs:

Hamilton Elementary School

June 17, 2024 – July 19, 2024, 8 hours/day for Assignment (no school June 19, 2024 & July 4, 2024)

- Leann Williamson, June 10, 2024 June 14, 2024, 4 hours/day for Preparation
- Cara Cummings, June 17-21 (no school June 19th), July 15-19
- Kayla Dupree, July 8-12

# Specialists for Summer Programs:

Hamilton Elementary School

June 17, 2024 – July 19, 2024, 8 hours/day for Assignment (no school June 19, 2024 & July 4, 2024)

- Arlo Braun, Psychologist, July 1-5(no school July 4<sup>th</sup>), July 8-12
- Rita Diaz, Psychologist, June 24-28
- Serena Houser, Counselor, July 8-12, July 15-19
- Jami Jenkins, Psychologist, June 17-21 (no school June 19th)
- Boa Moua, Psychologist, July 15-19
- Phoua Xiong, Counselor, June 17-21 (no school June 19<sup>th</sup>), June 24-28, July 1-5 (no school July 4<sup>th</sup>)

# Administrators for Summer Programs:

Junior High (West Hills College, Lemoore)

June 17, 2024 – June 27, 2024, 9 hours/day (no school June 19, 2024)

• Cristy Goins, June 17-21 (no school June 19<sup>th</sup>), June 24-27

Hamilton Elementary School

June 17, 2024 – July 19, 2024, 5.5 hours/AM, 5.5 hours/PM (no school June 19, 2024 & July 4, 2024)

- Sara DeCuir, July 15-19
- Carin De La Torre, June 24-28
- Steven Mueller, July 8-12
- Cynthia Pursell, June 17-21 (no school June 19th), June 24-28
- Sang Xiong, July 1-5 (no school July 4th)

# **Elementary Summer Program:**

Hamilton Elementary School

June 13, 2024 – June 14, 2024, 4.25 hours/day for Preparation June 17, 2024 – July 19, 2024, 4.25 hours/day for Instruction (no school June 19, 2024 & July 4, 2024)

# Teachers are assigned in one or more of the date ranges above:

- Adams, Michelle
- Adams, Rosa
- Aguilar, Juana
- Aleixo, Alicia
- Andrada, Alexis
- Arnold, Carson
- Baldwin, Scott
- Banuelos, Mary Ann
- Castaneda, Catherine
- Cavanaugh, Josie
- Coz, Kathryn
- Cruse, Katelyn
- Curiel, Cindy
- de leon, Gabriel
- Doyel, Jacquelyn
- Flores, Rose
- Gomez, Vanessa
- Gonzalez, Eric

- Gonzalez, Eva
- Graham, Joann
- Grillias, Nicholas
- Hawkins, Angel
- Heugly, Sierrah
- Hope, Alyssa
- Hopper, Mariah
- Howell, Lindsay
- Jasso, Jana
  - Lawson, Maria
  - Lewis, Cynthia
  - Loewen, Shannon
  - Martin, Zachary
  - Mayfield, Kelley
  - Medina, Christina
  - Mercado, Audree
  - Moran, Madison
  - Munro, Megan

- Nabayan, Melissa
- Nielsen, Chad
- Porras, Anthony
- Porras, John
- Porras, Maria
- Richmond, Jaimie
- Romero, Mariah
- Rosales, Maria
- Ryan, Tracy
- Thompson-Pedro, Sherrie
- Scott-McCallion, Melisa
- Strickland, Kylie
- Sippel, Kathryn
- Thompson, Emily
- Vasquez, Oswaldo
- Vasquez, Roberta
- Williams, Frederick
- Zaragoza, Mario

# Summer Program Teachers:

Junior High (West Hills College, Lemoore)
June 14, 2024, up to 2 hours for Preparation
June 17-21, 2024 (no school June 19<sup>th</sup>), 8 hours/day for Instruction
June 24-27, 2024, 8 hours/day for Instruction

- Juarez, Damien
- Raymond, Paul
- Wittus, Jennifer

# c. Resignations

# Classified

- Bianca Rodriguez, Substitute Yard Supervisor, effective 04/12/24
- Dilia Silveira, Yard Supervisor 1.0 hr., Richmond, effective 05/29/24
- Esmeralda Torres-Gonzalez, Substitute Special Education Aide and Yard Supervisor, effective 02/01/24
- Alijah Turner, READY Program Tutor 4.5 hrs., Roosevelt, effective 05/10/24

# Certificated

Carl Carrizales, Teacher, King, effective 6/7/24

# Retirements

- Joel Cooley, Transportation Manager, 8.0 hrs., DSF, effective 8/1/24
- Stephanie Mendes, Special Education Aide 5.0 hrs., Kennedy, effective 6/7/24
- Frances Moreno, Bilingual CDS Specialist 8.0 hrs., CDS, effective 5/21/24

# d. Consider approval of a Practicum Student Agreement with Fresno Pacific University

Authorize agreement to enter into a Internship Agreement between Hanford Elementary School District and Fresno Pacific University to be effective on 5/10/24 through 5/10/2027 (3-year maximum).

# e. Volunteers

Name

Yvette Sandoval Bernadette Williams Iesha Banda School

Richmond Simas Washington/Kennedy

**RECOMMENDATION:** Approve.



# Pupil Personnel Services Division SCHOOL OF EDUCATION

#### AGREEMENT BETWEEN

# FRESNO PACIFIC UNIVERSITY DIVISION OF PUPIL PERSONNEL SERVICES & HANFORD ELEMENTARY SCHOOL DISTRICT HANFORD, CALIFORNIA

THIS AGREEMENT entered into this 10th day of May in the year 2024 by and between Fresno Pacific University, hereinafter called the University, and Hanford Elementary School District, in Hanford, California hereinafter called the District

It is mutually agreed between the parties hereto, as follows:

I.

Supervised Practicum or Internship Experiences" as used herein and elsewhere in this Agreement, means active participation in the duties and functions of a professional school counselor/school psychologist/behavior analyst under the direct supervision and instruction of employees of the University and facilitated by employees of the School (school site cooperating professionals) who hold a valid PPS School Counseling or School Psychology credential issued by the California Commission on Teaching Credentialing (CTC) authorizing them to serve as a professional in the schools in which the internship or sitework is provided. School site cooperating professionals shall refer to an employee of the District holding a valid, clear, pupil personnel services credential issued by the Commission who has three or more years of experience in their credentialed area of work or a Board Certified Behavior Analyst (BCBA) who has three or more years of experience.

The District shall provide an Internship or Practicum experience through the pupil services program operating within the jurisdiction of the District. Such experiences shall be conducted under the direct supervision and instruction of employees of the University and facilitated by employees of the District

The District may refuse to accept for an Internship or Practicum experience any intern or student of the University assigned to the district, and upon the request of the district, the University shall terminate the assignment of the intern or practicum student in the district. Students (School Counseling/Psychology/BCBA interns and practicum students) shall be subject to the standard background check of other applicants for employment.

The District agrees to provide a broad and multifaceted experience and provide interns and practicum students the opportunity to engage in the full range of activities expected of a Behavior Analyst, school counselor or school psychologist. The District agrees to provide each university student adequate time and opportunity in the school setting to complete the

site-based requirements outlined in the course syllabus for School Psychology, School Counseling or Behavior Analysis site-based work. The intern or practicum student will provide this information to their school site cooperating professional.

# Practicum/Site-Based Work in School Psychology

The district agrees to provide candidates with site-based opportunities and specific experiences aligned with the School Psychology Performance Expectations (SPPE) developed by the California Commission on Teacher Credentialing (CTC) as a part of the Pupil Personnel Services Credential Programs outlined in PSA-20-09. These experiences (SPPEs) must include, but are not limited to the following: (a) data-based decision making, (b) consultation and collaboration, (c) interventions and support to develop academic skills, (d) behavior interventions and mental health services to develop social and life skills (e) direct and indirect services-school wide practice to promote learning, (f) school-wide practices to promote behavioral and mental health (g) family-school collaboration, (h) human diversity, (i) research and program evaluation, and (j) legal, ethical and professional practices and dispositions.

There are two required levels of school-based activities. The first level, practicum, consists of a series of supervised experiences that occur prior to the culminating experience or internship, and is conducted in site-based settings. The practicum provides for the application of pedagogical knowledge, skills and abilities as identified in the SPPEs. The program has systematic means of evaluating the practicum experiences to ensure the acquisition of the performance expectations by candidates.

A minimum of 450 clock hours of practicum is required according to the following standards and guidelines.

All practicum experiences are evaluated. School supervisors will be expected to participate in evaluations of their interns or practicum students. School supervisors will also be expected to participate in 2-3 meetings with the University supervisor each semester. More information on the CTC requirements is available at ctc.ca.gov.

# Internship or Culminating Experience in School Psychology

The second level of site-based experiences is the culminating experience, or internship which provides candidates the opportunity to demonstrate the full range of skills acquired during formal training, and to acquire additional knowledge and skills most appropriately gained through supervised professional experiences. Under the supervision of a credentialed school psychologist, candidates provide direct and indirect services to pupils, parents, and school staff in all areas of training.

A minimum of twelve hundred (1,200) clock hours of site-based experience is required according to the following guidelines: CTC Pupil Personnel Services: School Psychology Program Standards 6.

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- 1. The culminating experience or internship is typically completed within one (1) academic year but shall be completed within no more than two (2) consecutive academic years. And consists of a minimum of twelve hundred (1,200) clock hours of site-based experience.
- 2. The culminating experience or internship must include a minimum of one thousand (1000) clock hours in a preschool grade 12 school setting providing direct and indirect services to pupils.
- 3. A written plan for the culminating experience is prepared and agreed upon by representatives of the local educational agency, the site supervisor(s), and program supervisory staff. The experience plan is completed early in the semester and is periodically reviewed and revised. The plan identifies the objectives, describes appropriate experiences for the achievement of the objectives across settings, and outlines the evaluation plan for determining the achievement of each objective. The plan is organized around the School Psychology Professional Expectations (CTC) and includes plans to demonstrate those Professional Expectation. The plan also delineates the responsibilities of the University, the District, and the local supervisory personnel. (CTC School Psychology Program Standard 5)
- 4. Candidates receive academic credit for the culminating experience or internship, and the experience is recognized primarily as a training activity with appropriate supervision by the cooperating school district and the program.

The district agrees to provide interns or practicum students with a minimum of two (2) hours of supervision each week (prorated for part-time placements). Site supervisors will be trained by University staff each year and be given a copy of the student's practicum/internship syllabus and competency checklist. They will participate in the student's evaluation at the end of each semester. Site supervisors will be expected to participate in the "Program Exit and Evaluation" meeting held at the conclusion of the student's internship. (CTC School Psychology Program Standard 5)

# **Clinical Practice Hours in School Counseling**

The district agrees to provide candidates with site-based opportunities and specific experiences aligned with the School Counseling Performance Expectations (SCPE) developed by the California Commission on Teacher Credentialing (CTC) as a part of the Pupil Personnel Services Credential Programs outlined in PSA-20-09. The candidate's total clinical practice hours experience includes the following:

1. Candidates are required to complete a minimum of eight hundred (800) clock hours in two of three school levels such as elementary, middle, high school with a minimum of two hundred (200) clock hours within each level. Two hundred (200) hours of the eight hundred (800) clock hours may be completed in other areas related to schools and/or counseling, such as clinical hours needed for a Child Welfare and Attendance (CWA) authorization. At least six hundred (600) clock hours must be completed in public school settings with Pre-K-12 pupils. If a candidate elects to complete 200 of the 800 hours in a setting outside

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of the Pre-K-12 school system, they must have a site supervisor that has a master's degree in counseling or a related area.

- 2. The opportunity for the candidate to gain supervised experience in the understanding and use of a variety of school resources, including: data and information systems on student learning and achievement; career development materials; information on colleges and universities; the use of school technologies for information access, teaching and learning; and tests and measures used in assessing student learning and achievement, development of school, family, and community partnership.
- 3. The opportunity for the candidate to gain supervised experience in comprehensive student support systems that provides prevention and intervention services on behalf of students around crisis and trauma, including but not limited to: suicide and homicide risk and assessment and school shootings.
- 4. The opportunity to work with students of diverse backgrounds (150 hours) including socioeconomic disadvantages, English learners, homeless youth, foster youth; students with disabilities (including Section 504 plans), students experiencing suspension and expulsion from school, sexual minority youth (LGBTQ+), racial and ethnic minorities; and understand information on school, district, State, and Federal policies and the impact of resulting practices.
- 5. A planning document for clinical experience is prepared and agreed upon by the site supervisor(s) and program faculty serving as course instructors. The plan includes the activities candidates are expected to experience, the experiences used to attain competencies, and a plan for determining competency attainment. The plan also delineates the responsibilities of both program faculty and school counseling supervisors. The plan is completed early in the clinical experience and periodically reviewed and revised.
- 6. Articulate and provide an example of an individualized self-care plan to ensure long-term wellness and professionalism to successfully cope with high stress situations. Dispositions and recommendations for self-care and self-work, for example, candidate participating as a counselee in individual and/or group counseling.
- 7. Within the required clinical practice hours, candidates are required to complete at least 100 hours of experience in each of the following areas: Social/Emotional, College/Career, and Academic (see CTC SCPEs #3, #4, and #5 for specific activities).

The district agrees to provide interns or practicum students with a minimum of one hour individually or one and one half (1.5) hours of small group supervision each week (prorated for part-time placements). Site supervisors will be trained by University staff each year and be given a copy of the student's practicum/internship syllabus and competency checklist. They will participate in the student's evaluation at the end of each semester. Site supervisors will be expected to participate in the "Program Exit and Evaluation" meeting held at the conclusion of the student's practicum/internship. (CTC Program Standard 4) More information on the CTC requirements is available at ctc.ca.gov.

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## **Practicum/Site-Based Work in Behavior Analysis**

The district agrees to provide candidates with site-based opportunities and specific experiences aligned with the 5<sup>th</sup> Edition BCBA Task List. The Task List is organized into two major sections, Foundations and Applications. These Tasks include but are not limited to the following: (a) Philosophical Underpinnings (b) Concepts and Principles (c) Measurement, Data Display, and Interpretation (d) Experimental Design (e) Ethics (f) Behavior Assessment (g) Behavior-Change Procedures (h) Selecting and Implementing Interventions (i) Personnel Supervision and Management. The governing body responsible for the 5<sup>th</sup> Edition BCBA Task List is the Behavior Analyst Certification Board (BACB) and additional information regarding the Task List can be found at BACB.org.

The practicum consists of a series of supervised experiences that occur after a candidate has begun the BCBA coursework and is conducted in site-based settings. The practicum provides for the application of pedagogical knowledge, skills and abilities as identified in the 5<sup>th</sup> Edition BCBA Task List. The program has systematic means of evaluating the practicum experiences to ensure the acquisition of the performance expectations by candidates. The University provides the BCBA supervisor for the practicum experience unless other arrangements are made in advance.

All practicum experiences are evaluated. District supervisors will be expected to participate in evaluations of their interns or practicum students.

II.

<u>Worker's Compensation Coverage</u>. Unpaid Interns and Practicum students are volunteers of the District and not entitled to the School's Worker's Compensation coverage. The University will provide Worker's Compensation coverage to unpaid interns and practicum students for injury or disease arising out of their use of the District's facility while participating in the University's program.

Interns who are contracted employees of the District will be covered by the School's Worker's Compensation coverage.

<u>Liability Insurance</u>. University and the District shall maintain in full force and effect, at all times during the term of this Agreement, the following liability insurance:

- 1. Commercial General Liability Insurance including, but not limited to, personal injury (including bodily injury and death), and property damage for liability arising out of each of their intern/practicum student's performance under the Agreement. Coverage shall include Abuse or Molestation Liability. Said insurance coverage shall be no less than ONE MILLION DOLLARS (\$1,000,000) per occurrence and THREE MILLION DOLLARS (\$3,000,000) aggregate.
- 2. Professional Liability (Errors and Omissions) Insurance for liability arising out of, or in connection with, each of their intern/practicum student's performance under this

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Agreement. Coverage shall be no less than ONE MILLION DOLLARS (\$1,000,000) per each wrongful act or offense and THREE MILLION DOLLARS (\$3,000,000) aggregate.

At the request of the District, the University shall deliver all required certificates of insurance to the District. The certificates shall make reference to all provisions and endorsements referred to in this section and shall be signed on behalf of the insurer by its authorized representative.

III.

This assignment of a student of the University to Internship and practicum experiences in the District shall be deemed to be effective for the purposes of this Agreement as of the date the student presents to the proper authorities of the University the preliminary Certificate of Clearance (or other state-mandated clearance) and to the District the assignment sheet issued by the University.

IV.

Each party shall be responsible for the negligence of its own employees. Liability is limited by California Commission on Teaching Credentialing and all other applicable laws. For purposes of this paragraph, the actions of an Intern or practicum student, while acting within the legitimate scope of their authority, shall be deemed to be the actions of the University.

V.

#### Discrimination Clause:

The University and the District agree to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and the Fair Housing Act of 1968 as amended; and the District agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

The University and the District agree not to discriminate in their respective employment practices and will render services under this contract without regard to age, race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by the University or the District or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

#### Non-Discrimination:

District agrees to: (1) immediately report to the University's Title IX Coordinator any allegation that a student at Fresno Pacific University has been discriminated against or harassed, or that the student has discriminated or harassed others; and (2) to cooperate with investigation and adjudication procedures in the Unlawful

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Discrimination/Harassment Policy & Procedures, as those they may change from time to time.

VI.

#### HIPAA and HITECH

- 1. To the extent that District is a facility that is subject to the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH"), the Parties agree as set forth below in this section 8. If District is not Subject to HIPAA and/or HITECH, then this section shall not apply.
  - a. Compliance at Site. That University's students and faculty are part of District's workforce for purposes of HIPAA and HITECH only when at the District. Accordingly, all faculty and students of University must comply with the District's policies and procedures regarding the use, disclosure or creation of protected health information ("PHI") or electronic protected health information ("EPHI").
  - b. Training in HIPAA and HITECH Compliance. University shall provide appropriate general training to its students regarding the requirements for the security and privacy of PHI and EPHI under HIPAA and HITECH, including the survivability of these requirements after the internship concludes. Students shall receive such training prior to their placement at the District. Faculty and students shall also complete any additional training regarding PHI and EPHI required by the District's policies and procedures, as those policies and procedures may change from time to time.
  - c. <u>Use of PHI and EPHI Outside Site Prohibited.</u> The Parties agree that students assigned to the District will not utilize PHI or EPHI outside of District. Students are prohibited from removing PHI or EPHI from the District's records. Use of PHI or EPHI in the classroom or for research purposes is not permitted. No PHI or EPHI accessed at District will be received, used, stored, transmitted or maintained by University. Any such use will subject the student to discipline under University's applicable procedures and is grounds for removal of the student from participation in the internship with the District.
  - d. Notice Required If PHI or EPHI Has Been Breached. The Parties agree to notify each other in writing as soon as practicable and in all events no later than 48 hours after either Party obtains knowledge that PHI or EPHI has been used, disclosed, transmitted or otherwise accessed in violation of HIPAA and HITECH.

VII.

#### Indemnification:

1. University agrees to indemnify, defend, and hold harmless the District and its affiliates, directors, trustees, officers, agents, and employees, against all claims,

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- demands, damages, costs, and expenses of whatever nature, including court costs and reasonable attorney's fees, arising out of our resulting from the University's wrongful or negligent act or omissions in performing obligations under this MOU.
- 2. District agrees to indemnify, defend, and hold harmless University and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, and expenses of whatever nature, including court costs and reasonable attorney's fees, arising out of our resulting from the District's wrongful or negligent acts or omissions in the performance of its obligations contemplated by this MOU.

#### VIII.

This Agreement will remain in force until the University or District wishes to terminate the agreement. Notwithstanding anything herein contained to the contrary, this Agreement may be terminated and the provisions of this Agreement may be altered, changed, or amended by the mutual consent of the parties hereto.

#### ADDITIONAL PROVISIONS

- 1. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, partnership, principal-agent or employment relationship between the parties and neither party shall have the authority to bind the other party for any purpose.
- 2. This Agreement and the rights and obligations of the parties shall be governed and construed by the laws of the State of California. Any lawsuit concerning or arising out of this Agreement shall be venued in the county in which the LEA is located.
- 3. This Agreement supersedes all prior and contemporaneous agreements and understandings between the parties, both oral and written, with respect to its subject matter and constitutes the complete agreement and understanding between the parties, unless modified in a writing executed by both parties.
- 4. In the event of a dispute between the parties arising from this Agreement, the parties agree to mediate the dispute before initiating litigation. The Parties agree that with regard to any dispute or claim related to this Agreement, prior to the initiation of a lawsuit or other legal action, they shall and must, in good faith, submit the claim or dispute to mediation with any mutually agreeable neutral. The costs of the neutral will be split equally between the Parties. The prevailing party shall be entitled to recovery from the losing party the prevailing party's reasonable expenses (fees and costs) incurred in the lawsuit or legal action as allowed by law.
- 5. If any provision of this Agreement is determined to be invalid or unenforceable; that provision shall be amended to achieve as nearly as possible the same effect as the original provision, and the remainder of this Agreement shall remain in full force and effect.
- 6. No delay or failure by either party to act in the event of a breach or default hereunder shall be construed as a waiver of that or any succeeding breach or a waiver of the provision itself.

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- 7. This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears and all of which together shall constitute one and the same instrument.
- 8. There is no mentor stipend as part of this agreement.

Eileen Whelan, Ph.D., BCBA-D Fresno Pacific University 1717 S. Chestnut Avenue Fresno, California 93702		Hanford Elementary School District 714 N. White Street. Hanford, California 93230	
PPS Division Chairperson	Date	<b>Superintendent or Designee</b>	Date
Chief Financial Officer	Date	Clerk or Secretary of the Board of Trustees	Date

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# HANFORD ELEMENTARY SCHOOL DISTRICT

# AGENDA REQUEST FORM

TO: Joy C. Gabler
FROM: David Endo
DATE: 05/13/2024
FOR: Board Meeting Superintendent's Cabinet
FOR: Information Action
Date you wish to have your item considered: 05/22/2024
ITEM: Consider approval of the Kings County Treasurer's Quarterly Compliance Report.
<b>PURPOSE:</b> Enclosed is the Kings County Investment Pool compliance report for the quarter ending 03/31/2024. The interest rate for the quarter was 2.8257%.
FISCAL IMPACT: None.

# **RECOMMENDATIONS:**

Approve the Kings County Treasurer's Quarterly Compliance Report.



# COUNTY OF KINGS DEPARTMENT OF FINANCE

Erik Ureña, CPA – Director of Finance 1400 W. LACEY BLVD • HANFORD, CA 93230

ACCOUNTING DIVISION (559) 852-2455 • FAX: (559) 587-9935 TAX COLLECTOR • TREASURER DIVISION TAX: (559) 852-2479 • TREASURER (559) 852-2477 FAX: (559) 582-1236

DATE:

May 9, 2024

TO:

Treasury Depositors Board of Supervisors

County Treasury Oversight Committee

FROM:

Erik Ureña, CPA, Director of Finance

SUBJECT:

Quarterly Portfolio Compliance Report

Enclosed is the Kings County Treasurer's - Quarterly Compliance Report for the period January 1 – March 31 2024. The interest rate for the quarter for funds held by the Treasury was 2.8257%.

If you have any questions on the report or the portfolio, please feel free to call Tammy Phelps, Assistant Director of Finance - Treasury, at 852-2462.

Encl. 1

# Kings County Treasurer's Statement of Interest Earnings

F	or the Period January 1, 2024 - Marcl	
	POOLED INVESTMENT ACCOU	NT:
<b>Gross Int</b>	erest Earnings (on Accrual Basis)	\$5,922,609
Less:	Administrative Expenses	(108,090)
	Gains/Losses	0
	Banking Expenses	(5,516)
	Prior Qtr/yr int adjustments	11,637
Net Inte	erest Earnings Apportioned	\$5,820,640
Portfolio	Return of Investment:	
Averag	e Pooled Funds Invested	\$821,248,293
Gross	Yield on Investments	2.9005%
Net Yie	eld on Investments	2.8506%
Treasury	Return on Investment:	
Averag	e Pooled Funds In Treasury	\$828,498,531
Gross	Yield Pooled Treas Funds	2.8752%
Net Yie	eld on Pooled Treasury Funds	2.8257%
DIRECT II	NVESTMENT ACCOUNT:	
	e Direct Funds Invested	\$0
TOTAL A	VERAGE FUNDS INVESTED:	\$821,248,293

YIELD TRENDS											
Gro	Gross Yield History*										
Quarter	Pool	LAIF									
Mar-24	2.9005%	4.3000%									
Dec-23	2.5577%	3.9904%									
Sep-23	2.3832%	3.5914%									
Jun-23	2.2199%	3.1522%									
Mar-23	1.8470%	2.7353%									
Dec-22	1.3220%	2.0735%									
Sep-22	1.0753%	1.3503%									
Jun-22	0.8680%	0.7510%									
Mar-22	0.7687%	0.3196%									
Dec-21	0.7776%	0.2284%									
Sep-21	0.7267%	0.2416%									
Jun-21	0.7322%	0.3275%									
Mar-21	0.8324%	0.4432%									
Dec-20	1.0132%	0.6292%									
Sep-20	1.3673%	0.8452%									
Jun-20	1.6573%	1.3581%									
Mar-20	2.0807%	2.0260%									
Dec-19	2.1773%	2.2813%									

<sup>\*</sup>The yield history represents gross portfolio yields; costs have not been deducted.

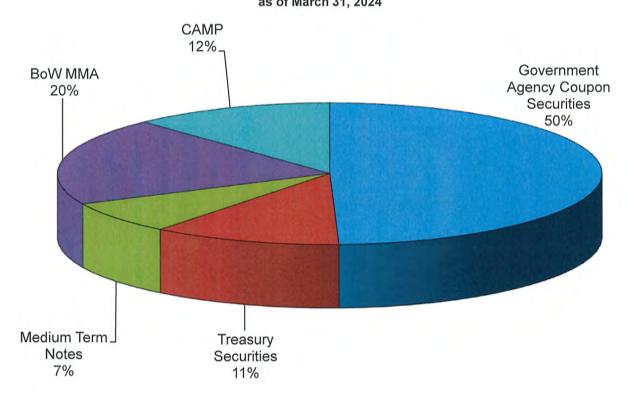
Kings County Treasurer's Liquidity Projections for the Period April 1, 2024 - March 31, 2025

			(III Thousand	15)				
and a second	Α	В	С		D	Е	F	G
ACTUAL	JAL TREASURER'S TREASURER'S TREAS		TREASURER'S		INVESTM	ENTS		ESTIMATE
MONTH/	RECEIPTS	DISBURSEMENTS	SURPLUS or	MONTH	PORTFOLIO		TOTAL	SURPLUS
YEAR	ACTUAL	ACTUAL	(DEFICIT) (A-B)	YEAR	MATURITIES	LAIF	(D+E)	(F+C)
Jul-23	54,525	100,876	(46,351)	Jul-24	17,000	75,000	92,000	45,649
Aug-23	84,016	94,515	(10,499)	Aug-24	18,000	45,649	63,649	53,150
Sep-23	102,285	83,555	18,730	Sep-24	15,000	53,150	68,150	86,880
Oct-23	95,202	88,598	6,604	Oct-24	20,000	75,000	95,000	101,604
Nov-23	97,835	89,667	8,168	Nov-24	18,000	75,000	93,000	101,168
Dec-23	167,364	91,708	75,656	Dec-24	10,000	75,000	85,000	160,656
Jan-24	114,196	124,299	(10,103)	Jan-25	25,000	75,000	100,000	89,897
Feb-24	74,531	100,793	(26,262)	Feb-25	14,000	75,000	89,000	62,738
Mar-24	108,657	87,194	21,463	Mar-25	13,000	62,738	75,738	97,201
Apr-23	138,294	77,232	61,062	Apr-24	14,000	75,000	89,000	150,062
May-23	96,014	107,331	(11,317)	May-24	18,000	75,000	93,000	81,683
Jun-23	128,308	99,062	29,246	Jun-24	21,000	75,000	96,000	125,246
TOTALS	1,261,227	1,144,830	116,397		203,000			A

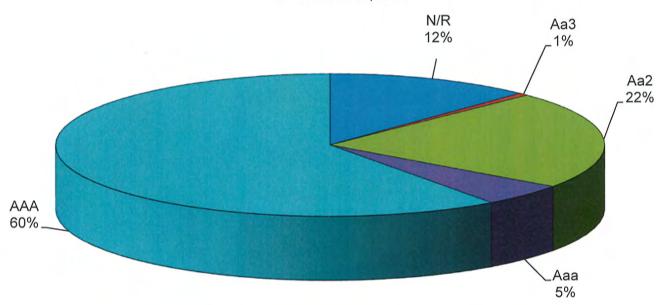
Sufficient liquidity exists to meet the mandated six months cash flow expenditure requirements. The historical receipts have been adjusted for expected non-re-occurring participant activity.

# KINGS COUNTY POOLED INVESTMENTS PORTFOLIO STATISTICS

# Book Value by Investment Type as of March 31, 2024



# Market Value Quality Allocation as of March 31, 2024





# Kings County Investment Pool Portfolio Management Portfolio Summary March 31, 2024

Kings County 1400 W. Lacey Blvd. Kings County Govt. Center Hanford, CA (559)582-3211

Investments	Par Value	Market Value	Book Value	% of Portfolio	Days to Maturity	YTM 365 Equiv.	YTM 360 Equiv.	
Government Agency Coupon Securities	419,000,000.00	407,934,800.00	419,135,420.11	49.47	638	2.187	2.157	
Treasury Coupon Securities	95,000,000.00	90,554,800.00	94,765,670.68	11.18	460	0.775	0.764	
Medium Term Notes	65,000,000.00	61,282,090,00	61,964,933.33	7.31	1,108	3.864	3.811	
BofW MMA Deposit Account	170,024,084.19	170,024,084.19	170,024,084.19	20.07	1	4.550	4.488	
CAMP - California Asset Mgmt Progr	101,375,783.53	101,375,783.53	101,375,783.53	11.97	1,396	5,480	5.405	
Investments	850,399,867.72	831,171,557.72	847,265,891.84	100.00%	615	3.020	2.978	
Cash and Accrued Interest Accrued Interest at Purchase *			0.00					
Ending Accrued Interest		0,00 2,801,217.81	0.00 2,801,217.81					
Subtotal		2,801,217.81	2,801,217.81					
Total Cash and Investments	850,399,867.72	833,972,775.53	850,067,109.65		615	3.020	2.978	
Total Earnings	March 31 Month Ending	Fiscal Year To I	Date					
Current Year	2,065,881.11	15,380,69	1.53			7 1	30,843.75 Accrued at P Included in B	

Average Daily Balance 811,080,806.29 779,495,207.68
Effective Rate of Return 3.00% 2.62%

The Pooled Portfolio was in compliance during the quarter ending March 31, 2024, with California Government Code Sections 53601 et.seq. and 53635, and the Director of Finance's Statement of Investment Policy dated January 1, 2024. Market prices are provided by U.S. Bank and are as of the last business day of the month. Ratings listed in the Portfolio Reports are issued by Moody's Rating Agency. If you have any questions about the Pooled Investment Fund, please call Tammy Phelps, Assistant Director of Finance – Treasury, at (559) 852-2462.

Erik Ureña, CPA, Director of Finance

5/9/24

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's		Days to Maturity	
Government Ag	jency Coupon Seci	urities										
3133EMVD1	200053	Federal Farm Credit Bank		04/05/2021	3,000,000.00	2,998,110.00	2,999,625.00	0.330	AAA	0.350	4	04/05/2024
3130ALVY7	200054	Federal Home Loan Banks		04/15/2021	3,000,000.00	2,994,360.00	3,000,000.00	0,400	AAA	0.395	14	04/15/2024
3130ALXQ2	200056	Federal Home Loan Banks		04/29/2021	3,000,000.00	2,988,990.00	3,000,000.00	0.500	AAA	0.493	28	04/29/2024
3133ENWC0	210051	Federal Farm Credit Bank		05/03/2022	5,000,000.00	4,988,500.00	4,999,625.00	2.625	AAA	2.604	32	05/03/2024
3130AMPD8	200062	Federal Home Loan Banks		05/28/2021	3,000,000.00	2,977,140.00	3,000,000.00	0.385	AAA	0.380	57	05/28/2024
3133EME40	200064	Federal Farm Credit Bank		06/03/2021	3,000,000.00	2,972,790.00	3,000,000.00	0,330	AAA	0.325	63	06/03/2024
3130AMKX9	200059	Federal Home Loan Banks		06/07/2021	3,000,000.00	2,973,240.00	3,000,000.00	0.400	AAA	0.395	67	06/07/2024
3130AMLM2	200060	Federal Home Loan Banks		06/07/2021	3,000,000.00	2,973,090.00	3,000,000.00	0.375	AAA	0.370	67	06/07/2024
3130AMND0	200061	Federal Home Loan Banks		06/17/2021	3,000,000.00	2,969,460.00	3,000,000.00	0.430	AAA	0.424	77	06/17/2024
3130AMQC9	200063	Federal Home Loan Banks		06/24/2021	3,000,000.00	2,966,670.00	3,000,000.00	0.420	AAA	0.414	84	06/24/2024
3130AMRZ7	200065	Federal Home Loan Banks		06/28/2021	3,000,000.00	2,965,170.00	3,000,000.00	0,375	AAA	0.370	88	06/28/2024
3130AMT85	200066	Federal Home Loan Banks		06/28/2021	3,000,000.00	2,965,350.00	3,000,000.00	0.400	AAA	0.395	88	06/28/2024
3135G0V75	190029	Federal Nat'l Mortgage Assoc.		12/03/2019	3,000,000.00	2,972,640.00	3,001,005.34	1.750	AAA	1.657	92	07/02/2024
3130AMV82	210001	Federal Home Loan Banks		07/12/2021	3,000,000.00	2,957,760.00	3,000,000.00	0,350	AAA	0.345	102	07/12/2024
3130AMZ88	210002	Federal Home Loan Banks		07/12/2021	3,000,000.00	2,959,170.00	3,000,000.00	0.520	AAA	0.513	102	07/12/2024
3130AN5A4	210003	Federal Home Loan Banks		07/26/2021	3,000,000.00	2,955,300.00	3,000,000.00	0.500	AAA	0.493	116	07/26/2024
3130AN7K0	210004	Federal Home Loan Banks		07/29/2021	5,000,000.00	4,922,000.00	5,000,000.00	0.400	AAA	0.395	119	07/29/2024
3130ANDX5	210006	Federal Home Loan Banks		08/16/2021	5,000,000.00	4,909,100.00	5,000,000.00	0.500	AAA	0.493	137	08/16/2024
3130ANGT1	210007	Federal Home Loan Banks		08/23/2021	5,000,000.00	4,905,950.00	5,000,000.00	0.410	AAA	0.404	144	08/23/2024
3130AMCN0	200057	Federal Home Loan Banks		05/26/2021	3,000,000.00	2,941,050.00	3,000,000.00	0.500	AAA	0.493	147	08/26/2024
3130ANNS5	210009	Federal Home Loan Banks		08/30/2021	5,000,000.00	4,898,000.00	5,000,000.00	0.500	AAA	0.493	149	08/28/2024
3135G0ZR7	190028	Federal Nat'l Mortgage Assoc.		12/03/2019	3,000,000.00	2,966,010.00	3,013,564.62	2.625	AAA	1.657	158	09/06/2024
3130APK20	210029	Federal Home Loan Banks		12/03/2021	5,000,000.00	4,889,800.00	4,989,911.24	0.650	AAA	0.861	179	09/27/2024
3133ENCA6	210025	Federal Farm Credit Bank		10/25/2021	5,000,000.00	4,875,250.00	4,999,016.67	0.700	AAA	0.710	207	10/25/2024
3133EK6J0	190025	Federal Farm Credit Bank		11/08/2019	3,000,000.00	2,938,920.00	2,994,120.00	1.625	AAA	1.806	221	11/08/2024
3133ENDU1	210027	Federal Farm Credit Bank		11/15/2021	5,000,000.00	4,863,450.00	5,000,000.00	0.740	AAA	0.730	228	11/15/2024
3130APMB8	210026	Federal Home Loan Banks		11/22/2021	5,000,000.00	4,858,750.00	5,000,000.00	0.750	AAA	0.740	235	11/22/2024
3130APVG7	210028	Federal Home Loan Banks		11/30/2021	5,000,000.00	4,866,750.00	5,000,000.00	1.000	AAA	0.986	238	11/25/2024
3133ENGQ7	210030	Federal Farm Credit Bank		12/09/2021	5,000,000.00	4,858,750.00	5,000,000,00	0.920	AAA	0.907	252	12/09/2024
3133ENJH4	210040	Federal Farm Credit Bank		12/27/2021	5,000,000.00	4,845,950.00	5,000,000.00	0.940	AAA	0.927	270	12/27/2024
3130AQEM1	210038	Federal Home Loan Banks		01/06/2022	5,000,000.00	4,843,650.00	5,000,000.00	1.000	AAA	0.986	280	01/06/2025
3130AQEG4	210039	Federal Home Loan Banks		01/10/2022	5,000,000.00	4,841,200.00	5,000,000.00	1.000	AAA	0.986	284	01/10/2025
3130AQFG3	210041	Federal Home Loan Banks		01/21/2022	5,000,000.00	4,843,650.00	5,000,000.00	1.125	AAA	1.110	295	01/21/2025
3130AQLL5	210042	Federal Home Loan Banks		01/27/2022	5,000,000.00	4,846,000.00	5,000,000.00	1.200	AAA	1.184	301	01/27/2025
3130AJ2C2	190049	Federal Home Loan Banks		02/03/2020	3,000,000.00	2,909,160.00	3,000,000.00	1.625	AAA	1.603	308	02/03/2025
3133EMQG0	200040	Federal Farm Credit Bank		02/10/2021	3,000,000.00	2,882,010.00	2,999,625.00	0.320	AAA	0.328	315	02/10/2025
3136G4T52	200005	Federal Nat'l Mortgage Assoc.		08/25/2020	3,000,000.00	2,875,890.00	3,000,000.00	0.520	AAA	0.513	330	02/25/2025
3130AVPB2	220009	Federal Home Loan Banks		04/13/2023	5,000,000.00	4,955,450.00	5,000,000.00	4.090	AAA	4.036	340	03/07/2025

Portfolio POOL RC PM (PRF\_PM2) 7.3.0

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	YTM 360	Days to Maturity	
Government Age	ncy Coupon Secu	urities										
3130AVPA4	220010	Federal Home Loan Banks		04/13/2023	5,000,000.00	4,954,400.00	5,000,000.00	4.080	AAA	4.025	354	03/21/2025
3134GWP26	200014	Federal Home Loan Mort. Co.		09/28/2020	3,000,000,00	2,872,440.00	3,000,000.00	0.500	AAA	0.493	361	03/28/2025
3130AVPC0	220011	Federal Home Loan Banks		04/13/2023	5,000,000.00	4,949,850.00	5,000,000.00	4.080	AAA	4.024	381	04/17/2025
3133ENWH9	210052	Federal Farm Credit Bank		05/09/2022	5,000,000,00	4,894,600.00	4,994,575.00	2,900	AAA	2.935	403	05/09/2025
3130AVP97	220012	Federal Home Loan Banks		04/13/2023	5,000,000.00	4,954,450.00	5,000,000.00	4.050	AAA	3.996	410	05/16/2025
3136G4Y64	200006	Federal Nat'l Mortgage Assoc.		08/27/2020	3,000,000,00	2,856,540,00	3,000,000.00	0.550	AAA	0.542	421	05/27/2025
3130AVP89	220013	Federal Home Loan Banks		04/13/2023	5,000,000.00	4,949,200.00	5,000,000.00	4.020	AAA	3,967	431	06/06/2028
3130AVP71	220014	Federal Home Loan Banks		04/13/2023	5,000,000.00	4,947,800.00	5,000,000.00	4.010	AAA	3,957	438	06/13/2025
3130AXVA3	230010	Federal Home Loan Banks		11/20/2023	5,000,000.00	4,997,500.00	5,000,000.00	4.900	AAA	4.837	466	07/11/2025
3134GWUU8	200018	Federal Home Loan Mort. Co.		10/16/2020	3,000,000.00	2,834,850.00	3,000,000.00	0.500	AAA	0.493	471	07/16/2025
3133EPRS6	230011	Federal Farm Credit Bank		11/20/2023	5,000,000,00	4,996,650,00	4,996,487,34	4.875	AAA	4,853	483	07/28/2025
3133EMFC1	200026	Federal Farm Credit Bank		10/29/2020	3,000,000.00	2,825,160.00	3,000,000.00	0.530	AAA	0.523	484	07/29/2025
3133EL3P7	200004	Federal Farm Credit Bank		08/24/2020	3,000,000.00	2,829,120,00	3,000,000,00	0.530	AAA	0,523	498	08/12/2025
3136G4Q4B	200001	Federal Nat'l Mortgage Assoc.		08/19/2020	3,000,000.00	2,827,860.00	2,999,100.00	0.600	AAA	0.612	505	08/19/2025
136G4N74	200002	Federal Nat'l Mortgage Assoc.		08/21/2020	3,000,000,00	2,825,550.00	3,000,000.00	0.560	AAA	0,552	507	08/21/2025
3136G4X57	200003	Federal Nat'l Mortgage Assoc.		08/25/2020	3,000,000.00	2,826,750.00	3,000,000.00	0.625	AAA	0,616	511	08/25/2025
136G4Z63	200007	Federal Nat'l Mortgage Assoc.		08/27/2020	3,000,000.00	2,825,070.00	3,000,000.00	0.600	AAA	0,592	513	08/27/2025
3134GWA22	200010	Federal Home Loan Mort. Co.		09/02/2020	3,000,000.00	2,820,750.00	3,000,000.00	0.550	AAA	0.542	519	09/02/2028
3134GWA55	200008	Federal Home Loan Mort. Co.		09/09/2020	3,000,000.00	2,821,800.00	3,000,000.00	0.650	AAA	0.641	526	09/09/2028
3134GWB70	200009	Federal Home Loan Mort. Co.		09/15/2020	3,000,000.00	2,819,130.00	3,000,000.00	0.625	AAA	0.616	532	09/15/2025
3134GWL38	200013	Federal Home Loan Mort. Co.		09/15/2020	3,000,000.00	2,815,560.00	3,000,000.00	0.540	AAA	0.533	532	09/15/2025
3134GWJ98	200011	Federal Home Loan Mort. Co.		09/16/2020	3,000,000.00	2,816,040.00	3,000,000.00	0.520	AAA	0.513	533	09/16/2025
134GWU61	200017	Federal Home Loan Mort, Co.		09/22/2020	3,000,000.00	2,814,510.00	3,000,000.00	0,520	AAA	0.513	539	09/22/2028
3130AK3Z7	200012	Federal Home Loan Banks		09/29/2020	3,000,000.00	2,812,410.00	3,000,000.00	0.570	AAA	0.562	546	09/29/2025
136G43L5	200015	Federal Nat'l Mortgage Assoc.		09/30/2020	3,000,000.00	2,809,620.00	3,000,000.00	0.550	AAA	0.542	547	09/30/2025
3136G44F7	200016	Federal Nat'l Mortgage Assoc.		09/30/2020	3,000,000.00	2,809,620.00	3,000,000.00	0.550	AAA	0.542	547	09/30/2025
134GWX43	200019	Federal Home Loan Mort, Co.		10/02/2020	3,000,000,00	2,812,530.00	3,000,000.00	0.550	AAA	0.542	549	10/02/2025
3134GWY26	200021	Federal Home Loan Mort. Co.		10/08/2020	3,000,000.00	2,808,150.00	3,000,000.00	0.570	AAA	0.562	555	10/08/2025
3133EMCP5	200022	Federal Farm Credit Bank		10/14/2020	3,000,000.00	2,808,210,00	2,998,800,00	0.520	AAA	0,533	561	10/14/2025
3134GWXX9	200020	Federal Home Loan Mort. Co.		10/15/2020	3,000,000.00	2,808,270.00	3,000,000.00	0.550	AAA	0.542	562	10/15/2025
3136G44U4	200024	Federal Nat'l Mortgage Assoc.		10/20/2020	3,000,000.00	2,797,950.00	3,000,000.00	0.500	AAA	0.493	567	10/20/2025
136G45C3	200025	Federal Nat'l Mortgage Assoc.		10/27/2020	3,000,000.00	2,797,320.00	3,000,000.00	0.540	AAA	0.533	574	10/27/2025
134GWYZ3	200023	Federal Home Loan Mort, Co.		10/28/2020	3,000,000.00	2,801,670,00	3,000,000.00	0.530	AAA	0.523	575	10/28/2025
133EMFS6	200028	Federal Farm Credit Bank		11/03/2020	3,000,000.00	2,802,990.00	3,000,000.00	0.460	AAA	0,454	581	11/03/2025
135G06G3	200043	Federal Nat'l Mortgage Assoc.		02/23/2021	3,000,000.00	2,804,190.00	2,997,029.04	0.500	AAA	0.543	585	11/07/2025
134GW6S0	200027	Federal Home Loan Mort, Co.		11/10/2020	3,000,000.00	2,801,940.00	3,000,000.00	0,610	AAA	0.602	588	11/10/2025
135GA2X8	200029	Federal Nat'l Mortgage Assoc.		11/18/2020	3,000,000.00	2,789,340.00	3,000,000.00	0.550	AAA	0.542	596	11/18/2025
3130AWKM1	230017	Federal Home Loan Banks		12/08/2023	5,000,000.00	4,995,900,00	5,012,729,28	4.750	AAA	4,552	620	12/12/2025

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CUSIP	Investment	# Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's		Days to Maturity	
Government Ag	ency Coupon S	ecurities										
3130AXVC9	230012	Federal Home Loan B	anks	11/20/2023	5,000,000.00	4,993,700.00	5,000,000,00	4.740	AAA	4.678	648	01/09/2026
3130AXVB1	230013	Federal Home Loan B	anks	11/20/2023	5,000,000.00	4,992,650.00	5,000,000.00	4.730	AAA	4.668	662	01/23/2026
3130ALB94	200041	Federal Home Loan B	anks	02/26/2021	3,000,000.00	2,771,400.00	3,000,000.00	0.630	AAA	0.621	696	02/26/2026
3133EMSU7	200047	Federal Farm Credit B	ank	03/09/2021	3,000,000.00	2,776,530.00	3,000,000.00	0.800	AAA	0.789	707	03/09/2026
3130ALDN1	200042	Federal Home Loan B	anks	03/16/2021	3,000,000.00	2,777,250.00	3,000,000,00	0.800	AAA	0.789	714	03/16/2026
3130ALGB4	200044	Federal Home Loan B	anks	03/17/2021	3,000,000.00	2,776,980.00	3,000,000,00	0.800	AAA	0.789	715	03/17/2026
3133EMUK6	200049	Federal Farm Credit B	ank	03/25/2021	3,000,000.00	2,786,400.00	3,000,000.00	1.050	AAA	1.036	723	03/25/2026
3130ALS47	200048	Federal Home Loan B	anks	04/07/2021	3,000,000.00	2,781,420.00	3,000,000.00	1.020	AAA	1.006	736	04/07/2026
3130ALTE4	200052	Federal Home Loan B	anks	04/21/2021	3,000,000,00	2,780,250.00	3,000,000,00	1.000	AAA	0.986	750	04/21/2026
3130ALXV1	200055	Federal Home Loan B	anks	04/22/2021	3,000,000.00	2,785,800.00	3,000,000.00	1.100	AAA	1.085	751	04/22/2026
3130AWLZ1	230014	Federal Home Loan B	anks	11/20/2023	5,000,000.00	5,014,500.00	5,005,710.41	4.750	AAA	4.636	802	06/12/2026
3130ANN48	210008	Federal Home Loan B	anks	09/09/2021	5,000,000.00	4,572,450.00	5,000,000.00	1.000	AAA	0.986	891	09/09/2026
3130AXU63	230015	Federal Home Loan B	anks	11/20/2023	5,000,000,00	5,012,850.00	4,996,382.08	4.625	AAA	4.601	960	11/17/2026
3133EPG82	230019	Federal Farm Credit B	ank	12/08/2023	5,000,000.00	5,009,750,00	5,027,419.44	5.060	AAA	4.828	974	12/01/2026
3133EPW76	230027	Federal Farm Credit B	ank	01/19/2024	5,000,000.00	4,921,500.00	4,961,300.00	3.875	AAA	4.095	1,023	01/19/2027
3133EPX91	230031	Federal Farm Credit B	ank	01/25/2024	5,000,000.00	4,953,800.00	4,993,750.00	4.125	AAA	4.113	1,029	01/25/2027
3133EPB38	230020	Federal Farm Credit B	ank	12/08/2023	5,000,000.00	5,016,600.00	5,048,754.17	5.230	AAA	4.970	1,325	11/17/2027
3133EPN92	230024	Federal Farm Credit B	ank	12/22/2023	5,000,000.00	4,959,500.00	5,000,000.00	4.860	AAA	4.793	1,360	12/22/2027
3134H1EK5	230005	Federal Home Loan M	lort. Co.	10/11/2023	5,000,000.00	5,000,250.00	5,000,000.00	5.450	AAA	5.377	1,562	07/11/2028
3130AYMV5	230033	Federal Home Loan B	anks	01/24/2024	5,000,000.00	4,944,700.00	5,000,000.00	4.450	AAA	4.389	1,575	07/24/2028
3130AWTR1	230001	Federal Home Loan B	anks	09/22/2023	5,000,000.00	5,020,800.00	4,939,454.09	4.375	AAA	4.613	1,621	09/08/2028
3133EPWK7	230002	Federal Farm Credit B	ank	09/22/2023	5,000,000.00	5,039,900.00	4,970,210.00	4.500	AAA	4.586	1,635	09/22/2028
3134H1DS9	230004	Federal Home Loan M	lort. Co.	09/28/2023	5,000,000.00	4,995,450.00	5,000,000.00	6.000	AAA	5.918	1,641	09/28/2028
3130AXS58	230021	Federal Home Loan B	anks	12/08/2023	5,000,000.00	5,010,600.00	5,045,381.94	5.150	AAA	4.953	1,687	11/13/2028
3130AXQK7	230025	Federal Home Loan B	anks	01/18/2024	5,000,000.00	5,093,050.00	5,199,479.17	4.750	AAA	4.009	1,712	12/08/2028
3130AY2L9	230022	Federal Home Loan B	anks	12/12/2023	5,000,000.00	4,989,050.00	5,000,000.00	5.050	AAA	4.981	1,716	12/12/2028
3130AY3Z7	230023	Federal Home Loan B	anks	12/18/2023	5,000,000.00	4,971,400.00	5,000,000.00	4.750	AAA	4.685	1,722	12/18/2028
3130AYLD6	230028	Federal Home Loan B	anks	01/19/2024	5,000,000.00	4,937,350.00	5,000,000.00	4.250	AAA	4.192	1,732	12/28/2028
3130AYJ31	230029	Federal Home Loan B	anks	01/19/2024	5,000,000.00	4,923,150.00	4,992,615.28	4.375	AAA	4.353	1,752	01/17/2029
3133EPW84	230026	Federal Farm Credit B	ank	01/18/2024	5,000,000.00	4,913,400.00	4,959,750.00	3.875	AAA	3.999	1,753	01/18/2029
3130AYNX0	230034	Federal Home Loan B	anks	02/02/2024	5,000,000.00	4,962,200.00	5,000,000.00	4.625	AAA	4.562	1,768	02/02/2029
	S	ubtotal and Average	423,495,389.50		419,000,000.00	407,934,800.00	419,135,420.11			2.157	638	
LAIF - Local Age	ency Investmen	t Pool										
SYS990001	990001	Local Agency Investm	ent Fund	07/01/2023	0.00	0,00	0.00	1,970	N/R	1.943	1	
	S	Subtotal and Average	0.00		0.00	0.00	0.00			0.000	0	

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CUSIP	Investment	# Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	YTM 360	Days to Maturity	
Treasury Coupo	n Securities											
912828X70	210034	United States Treasury		12/07/2021	5,000,000.00	4,986,500.00	5,031,606.25	2.000	AAA	0.709	29	04/30/202
91282CCC3	210019	United States Treasury		08/31/2021	5,000,000.00	4,969,400.00	4,997,841,28	0.250	AAA	0,332	44	05/15/20
912828XT2	210020	United States Treasury		08/31/2021	5,000,000.00	4,973,000.00	5,041,366.95	2.000	AAA	0.335		05/31/20
912828YH7	210010	United States Treasury		08/24/2021	5,000,000.00	4,907,900,00	5,053,124,31	1.500	AAA	0,425		09/30/20
91282CDB4	210024	United States Treasury		10/18/2021	5,000,000.00	4,878,800.00	4,997,841.74	0.625	AAA	0.659	197	10/15/20
91282CDB4	210036	United States Treasury		12/07/2021	5,000,000,00	4,878,800.00	4,988,896,96	0,625	AAA	0.838	197	10/15/20
912828YM6	210011	United States Treasury		08/24/2021	5,000,000.00	4,892,950.00	5,052,077.96	1.500	AAA	0.445	213	10/31/20
912828Z52	210013	United States Treasury		08/26/2021	5,000,000.00	4,848,450.00	5,041,670,72	1.375	AAA	0,526	305	01/31/20
912828ZC7	210014	United States Treasury		08/26/2021	5,000,000.00	4,824,650,00	5,028,471,14	1.125	AAA	0.542	333	02/28/20
912828ZL7	210015	United States Treasury		08/26/2021	5,000,000.00	4,759,000.00	4,984,408.16	0.375	AAA	0.578	394	04/30/20
912828ZW3	210012	United States Treasury		08/24/2021	5,000,000.00	4,720,300.00	4,974,012.88	0.250	AAA	0.593	455	06/30/20
91282CBC4	210044	United States Treasury		01/31/2022	5,000,000.00	4,637,500.00	4,887,378.72	0.375	AAA	0.000	639	12/31/20
91282CBT7	210045	United States Treasury		01/31/2022	5,000,000.00	4,632,800.00	4,900,516.04	0.750	AAA	1,554	729	03/31/20
91282CBVV0	210016	United States Treasury		08/26/2021	5,000,000.00	4,619,150.00	4,998,331.38	0.750	AAA	0.754	759	04/30/20
912828R36	210017	United States Treasury		08/26/2021	5,000,000.00	4,699,400.00	5,105,034.82	1.625	AAA	0.757	774	05/15/20
91282CCJ8	210018	United States Treasury		08/26/2021	5,000,000.00	4,610,150.00	5,010,069,25	0.875	AAA	0.782	820	06/30/20
91282CCP4	210046	United States Treasury		01/31/2022	5,000,000.00	4,569,550.00	4,881,973.20	0.625	AAA	1.586	851	07/31/20
91282CCW9	210047	United States Treasury		01/31/2022	5,000,000.00	4,570,500.00	4,897,137.44	0.750	AAA	1.585	882	08/31/20
91282CCZ2	210048	United States Treasury		01/31/2022	5,000,000.00	4,576,000.00	4,893,911.48	0.875	AAA	1,590	912	09/30/20
		Subtotal and Average	99,273,934.05		95,000,000.00	90,554,800,00	94,765,670.68			0.764	460	
Medium Term N	otes											
037833DM9	190020	Apple Inc		10/28/2019	2,000,000.00	1,968,700.00	1,999,712.49	1.800	Aaa	1.805	163	09/11/20
037833EB2	200038	Apple Inc		02/08/2021	3,000,000.00	2,783,220,00	3,000,000.00	0,700	Aaa	0,690	678	02/08/20
037833EB2	200046	Apple Inc		03/01/2021	2,000,000.00	1,855,480.00	1,991,645,24	0.700	Aaa	0.902	678	02/08/20
037833BY5	230036	Apple Inc		02/09/2024	5,000,000.00	4,859,950,00	4,881,160.76	3,250	Aaa	4.445	693	02/23/20
037833BZ2	230018	Apple Inc		12/08/2023	3,000,000.00	2,850,090.00	2,853,335.77	2.450	Aaa	4.485	855	08/04/20
037833DN7	210049	Apple Inc		04/05/2022	5,000,000.00	4,693,350,00	4,916,964.29	2.050	Aaa	2.722	893	09/11/20
931142ER0	210043	Wal-Mart Stores		01/31/2022	5,000,000.00	4,583,750.00	4,911,809.72	1.050	Aa2	1.764	899	09/17/20
002824BF6	230016	Abbott Laboratories		11/20/2023	5,000,000.00	4,886,250.00	4,853,456.88	3,750	Aa3	4.745	973	11/30/20
594918BY9	230006	Microsoft Corp		10/02/2023	5,000,000.00	4,846,450.00	4,772,921.93	3.300	Aaa	4.892	1,041	02/06/20
478160CP7	230007	JOHNSON & JOHNSON		10/02/2023	5,000,000.00	4,449,300,00	4,370,625.98	0.950	Aaa	4.882	1,248	09/01/20
037833EC0	230035	Apple Inc		02/09/2024	5,000,000.00	4,420,700.00	4,438,666.67	1.200	Aaa	4.231	1,408	02/08/20
931142FB4	230008	Wal-Mart Stores		10/02/2023	5,000,000.00	4,899,250,00	4,778,973.67	3,900	Aa2	4.941	1,475	04/15/20
037833ET3	230030	Apple Inc		01/22/2024	5,000,000.00	4,921,200.00	5,008,350.00	4.000	Aaa	4.104	1,500	05/10/20
931142EE9	230009	Wal-Mart Stores		10/02/2023	5,000,000.00	4,870,150.00	4,767,125.00	3,700	Aa2	4.803	1,547	06/26/20
037833EH9	230032	Apple Inc		01/23/2024	5,000,000.00	4,394,250.00	4,420,184.93	1.400	Aaa	4.203	1,587	08/05/20
		Subtotal and Average	61,949,810.96		65,000,000.00	61,282,090.00	61,964,933.33			3.811	1,108	

Portfolio POOL RC PM (PRF\_PM2) 7.3.0

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CUSIP	Investmen	nt# Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's		Days to Maturity	
BofW MMA De	posit Account											
SYS999993	999993	Bank of the West		07/01/2019	170,024,084.19	170,024,084.19	170,024,084.19	4.550	Aa2	4.488	1	
		Subtotal and Average	125,408,908.30		170,024,084.19	170,024,084.19	170,024,084.19			4.488	1	
CAMP - Califor	nia Asset Mgm	nt Progr										
999995	999995	California Asset Mgn	nt Program	01/27/2023	101,375,783.53	101,375,783.53	101,375,783.53	5.480		5,405	1,396	01/27/2028
		Subtotal and Average	100,952,763.48		101,375,783.53	101,375,783.53	101,375,783.53			5.405	1,396	
		Total and Average	811,080,806.29		850,399,867.72	831,171,557.72	847,265,891.84			2,978	615	

# HANFORD ELEMENTARY SCHOOL DISTRICT

# **AGENDA REQUEST FORM**

TO:	Joy C.	Gabler					
FROM:	David Endo						
DATE:	05/13/2	2024					
FOR:		Board Meeting Superintendent's Cabinet					
FOR:		Information Action					

Date you wish to have your item considered: 05/22/2024

# ITEM:

Consider approval of legal contracts for the 2024-2025 fiscal year.

# **PURPOSE:**

To approve the use of Griswold, LaSalle, Cobb, Dowd, & Gin LLP and Atkinson, Adelson, Loya, Ruud & Romo for legal services in the 2024-2025 school year.

# **FISCAL IMPACT:**

The hourly rates with Griswold, LaSalle, Cobb, Dowd, & Gin LLP and Atkinson, Adelson, Loya, Ruud & Romo are modestly higher.

#### **RECOMMENDATIONS:**

Approve the contracts.

#### AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 1st day of July, 2024, by and between the HANFORD ELEMENTARY SCHOOL DISTRICT ("District") and the law firm of GRISWOLD, LaSALLE, COBB, DOWD & GIN, L.L.P. ("Attorney"). In consideration of the promises and the mutual agreements hereinafter contained, District and Attorney agree as follows:

District hires Attorney to represent, advise, and counsel it as its legal advisor, and to provide legal advice and representation as requested.

Attorney shall provide legal services as requested by District and keep District informed of significant developments in those matters.

District agrees to pay Attorney based upon the rate schedule attached hereto as Exhibit "A"; however, agreements for legal fees other than on an hourly basis may be made by mutual agreement.

Attorney shall send District a monthly statement for fees and costs incurred. District shall pay Attorney's statement within thirty (30) days. Attorney's statement shall state the basis for calculations (or other method of determination) of Attorney's fees and costs.

IN WITNESS WHEREOF, the patties hereto have signed this Agreement.

HANFORD ELEMENTARY SCHOOL	GRISWOLD, LaSALLE, COBB,
DISTRICT	DOWD & GIN, LLP
By:	By: Maule
Joy Gabler, Superintendent	Mario U. Zamora

# EXHIBIT "A"

# PROFESSIONAL RATE SCHEDULE 2024

# **HOURLY PROFESSIONAL RATES:**

Attorneys: \$210.00 - \$340.00

Legal Clerks: \$165.00 - \$170.00

Paralegals: \$145.00

Legal Assistants: \$85.00

COSTS AND EXPENSES:

In-office photocopying \$0.20/per page (black and white)

\$0.65/per page (color)

Other costs shall be charged on an actual and necessary basis, e.g., court, process server, investigator, witness, experts, etc.

GRISWOLD, LaSALLE, COBB, DOWD & GIN, L.L.P.

Attorneys at Law 111 E. Seventh Street Hanford, CA 93230

Telephone: (559) 584-6656

Fax: (559) 582-3106

#### AGREEMENT FOR SPECIAL SERVICES

# I. PARTIES

This Agreement for Special Services ("Agreement") is entered into by and between the law firm of ATKINSON, ANDELSON, LOYA, RUUD & ROMO, a professional corporation, hereinafter referred to as the "Law Firm" and, HANFORD ELEMENTARY SCHOOL DISTRICT, hereinafter referred to as "District."

# II. PURPOSE

The District desires to retain and engage Law Firm to perform legal and, upon request, non-legal consultant services on the District's behalf. Law Firm accepts this engagement on the terms and conditions contained in this Agreement.

# III. TERMS AND CONDITIONS

#### A. Fees for Services

# 1. Standard Hourly Rate Services

District agrees to pay the Law Firm at the following standard hourly rates:

Senior Partners	\$355
Partners/Senior Counsel	\$335
Senior Associates	\$320
Associates	\$310
Non-Legal Consultants	\$270
Senior Paralegals/Law Clerks	\$245
Paralegals/Legal Assistants	\$235

# 2. <u>Fixed Fee Services</u>

District agrees to pay the Law Firm a fixed fee for the following services:

A full day of training (up to 8 hours)	\$6,500
A half day of training (up to 4 hours)	\$5,000
A two-hour training	\$4,000

#### A one-hour training

\$3,000

# 3. <u>Fee Arrangements for Specialized Legal Services</u>

For specialized litigation and transactional services in the areas of construction, procurement, technology, prevailing wage, real property, CEQA, mitigation negotiations, school and college finance, tax, bankruptcy, copyright, non-profit organizations, immigration and appellate law, the District agrees to pay Law Firm at rates higher than the standard hourly rates for special projects or particular scopes of work. The Law Firm shall inform the District of the rates for specialized services and the Superintendent or designee shall agree to such rates in writing prior to any billings for specialized legal services by the Law Firm.

# 4. <u>Costs and Expenses</u>

In addition to the fees described above, the District agrees to pay a five percent (5%) "administrative fee" calculated and based on the total monthly billed fees to cover certain operating expenses of the Law Firm incurred in providing services to the District. This administrative fee is in lieu of charging the District for Westlaw, photocopies, automobile mileage, parking, facsimiles, telephone, document preparation, and postage.

Costs relating to fees charged by third parties retained to perform services ancillary to the Law Firm's representation of District are not included in the administrative fee and are charged separately. These include, but are not limited to, deposition and court reporter fees, transcript costs, witness fees (including expert witnesses), process server fees, and other similar third party fees. The Law Firm shall not be obligated to advance costs on behalf of the District; however, for purposes of convenience and in order to expedite matters, the Law Firm reserves the right to advance costs on behalf of the District with the prior approval of the Superintendent or designee in the event a particular cost item totals \$2,000.00 or less.

If the Law Firm retains, with authorization from the District, experts or outside consultants for the benefit of the District, rather than the District contracting directly with any expert or outside consultant, the District agrees to pay a five percent (5%) "consultant processing fee" in addition to the actual costs paid by the Law Firm to the expert or outside consultant in order to offset related costs to the Law Firm resulting from administering and initially paying such expert and outside consultant fees on behalf of the District. This fee shall not apply to the services of Law Firmprovided non-legal consultants as set forth in paragraph F., below.

# B. Billing Practices

1. A detailed description of the work performed and the costs and expenses advanced by the Law Firm will be prepared on a monthly basis as of the last day of the month and will be mailed to the District on or about the 15th of the following month, unless other arrangements are made. Payment of the full amount due, as reflected on the monthly statement, will be due to the Law Firm from the District by the 10th of the month following delivery of the statement, unless other arrangements are made. In the event that there are funds of the District in the Law Firm's Trust Account at the time a monthly billing statement is prepared, funds will be transferred from the Law Firm's Trust Account to the Law Firm's General Account to the extent of the balance due

on the monthly statement and a credit will be reflected on the monthly statement. Any balance of fees or costs advanced remaining unpaid for a period of 60 days will be subject to a 1% per month service charge.

- 2. The Law Firm shall bill in one-quarter hour increments.
- 3. Certain tasks shall be billed at established minimum time increments. These include: (a) telephone conference (.25 hour), (b) electronic correspondence (.25 hour), (c) standard written correspondence (.50 hour), (d) provide a document (.50 hour).
- 4. The Law Firm may charge the full hourly rate to more than one client for services provided concurrently during the same time period. For example, in the course of traveling to the District or while providing legal services at the District, it may be necessary for the Law Firm to provide billable services to other clients.
- 5. District agrees to review the Law Firm's monthly statements promptly upon receipt and to notify the Law Firm, in writing, with respect to any disagreement with the monthly statement. Failure to communicate written disagreement with the Law Firm's monthly statement within thirty (30) days of the District's receipt thereof shall be deemed to signify the District's agreement that the monthly billing statement accurately reflects the services performed; and the proper charge for those services.
- 6. After the conclusion of a particular engagement (e.g., an investigation) should a need arise for the Firm to respond to any subpoena or discovery, to provide testimony at deposition, trial or arbitration, or to otherwise perform services with respect to any matter relating to or arising out of that engagement, the District shall compensate the Firm at its then applicable rates for time expended, including all required preparation time.

# C. Termination of Representation on a Particular Matter

The Law Firm reserves the right to discontinue the performance of legal services on behalf of the District on a particular matter upon the occurrence of any one or more of the following events:

- 1. Upon order of a court of law requiring the Law Firm to discontinue the performance of legal services;
- 2. Upon a determination by the Law Firm in the exercise of its reasonable and sole discretion, that state or federal legal ethical principles require it to discontinue the performance of legal services;
- 3. Upon a failure of the District to perform any of the District's obligations with respect to the payment of the Law Firm's fees, costs or expenses as reflected on the monthly bill;
- 4. Upon a failure of the District to perform any of the District's obligations with respect to the duty of cooperation with the Law Firm in connection with the Law Firm's representation of the District.

In the event that the Law Firm ceases to perform services for the District on a matter, the District agrees that it will promptly pay to the Law Firm any and all unpaid fees and costs advanced, and retrieve all of its files, signing a receipt therefor. Further, the District agrees that, with respect to any litigation where the Law Firm has made an appearance in a court of law on its behalf, the District will promptly execute an appropriate Substitution of Attorney form. Any termination of Law Firm's representation on such a matter may be subject to approval by the applicable court of law.

### D. Consent to Joint Representation

The District acknowledges that from time to time Law Firm may be asked to perform legal services on a matter affecting two or more public education local agencies. In such situations before proceeding with representation, Law Firm shall seek separate written consent to joint representation from all involved parties if permissible according to ethical principles applicable to attorneys. The District acknowledges that it is often in the best interest of the District for such representation to commence without undue delay which may result from waiting until a regularly-scheduled Board meeting. Therefore, pursuant to Education Code section 7, the Governing Board of the District hereby delegates to the Superintendent or designee authority to consent to joint representation in the circumstances described in this paragraph.

#### E. Client Cooperation.

The District agrees to fully cooperate with the Law Firm in connection with the Law Firm's representation of the District, including but not limited to, attending mandatory court hearings and other appearances, making its employees and officials available, and providing accurate information documentation necessary to enable the Law Firm to adequately represent the District.

# F. Services performed by Law Firm-provided Non-legal Consultants

The Law Firm has an affiliation with non-legal consultants who are available to provide services in areas including, but not limited to, personnel/business office audits, human resources/collective bargaining consultation, special education consultation, public/employee relations surveys and communications, media and public relations, budget analysis/support services, instructional coaching/counseling at school improvement sites, leadership coaching, board/superintendent relations and best practices, and interim management placement.

Because the Law Firm has a financial interest in the District's use of these affiliated non-legal consultants, the rules of the State Bar of California require that the District provide its informed written consent to this arrangement prior to utilizing these services. Execution of this Agreement shall be deemed "informed consent" for the purpose of this paragraph. The District is hereby advised that it may seek the advice of an independent attorney of your choice prior to providing such written consent.

Please also be advised that because the services of these non-legal consultants are provided to the District outside of the attorney-client relationship, communications with these non-legal consultants will not be protected from disclosure by the attorney-client privilege.

## G. Consent to Law Firm Communication

As part of our commitment to client service, the Law Firm will send the District periodic alerts on case developments and legislative changes, and notices of breakfast briefings, conferences, and other training opportunities designed to help the District with daily legal concerns. The Law Firm will send those and other additional service notices to the District via regular mail and/or electronic mail at the email address which you designate or the email used in your daily communications with us. By execution of this Agreement, the District and designated contact(s) consent to receive such communications by electronic mail subject to the right to unsubscribe at any time.

## H. Identification of Insurance Coverage

With respect to insurance coverage for any matters covered by the scope of services under this Agreement, you agree that it is your own responsibility, rather than the Law Firm's responsibility, to identify potential insurance coverage and to tender legal matters to any appropriate insurance companies that may insure you. If you desire that the Law Firm become involved in identifying potential insurers and/or the tender of legal disputes, then a separate written agreement between you and the Law Firm to that effect will be required.

## I. Miscellaneous

- 1. The Law Firm maintains errors and omissions insurance coverage applicable to the services to be rendered.
- 2. The parties agree that the Law Firm, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.
- 3. After a file on a matter is closed, the District has a right to request the Law Firm to return the file to the District. Absent such a request, the Law Firm shall retain the file on the District's behalf.

## IV. <u>BINDING ARBITRATION</u>

If any dispute arises out of, or related to, a claimed breach of this agreement, the professional services rendered by attorneys, or any other disagreement of any nature, type, or description, regardless of the facts or the legal theories which may be involved, including attorney malpractice, breach of fiduciary duty, misrepresentation, or conflict of interest, such dispute shall be resolved by confidential and binding arbitration upon the written request of one party after service of that request on the other party.

There are significant advantages and disadvantages of binding arbitration. The parties shall agree on an arbitrator with special skills and experience to hear and determine the dispute unlike in a court proceeding where a judge is assigned. If the parties cannot agree, then the Superior Court of Fresno County shall choose an impartial arbitrator whose decision shall be final and conclusive on all matters.

The parties shall each have the right of discovery in accordance with Code of Civil Procedure Section 1283. Arbitrations conducted pursuant to this agreement permit the same discovery rights as in a court proceeding. Each party shall bear their own costs and attorney fees, including payments to the arbitrator which can be significantly more costly than the filing fee in Court proceedings where costs may be awarded to the prevailing party. Each party to this agreement waives and therefore gives up important constitutional rights in arbitration as the arbitrator's decision is final. There is no right to appeal to challenge any errors made in the arbitration proceeding. Unlike court proceedings, arbitration proceedings are conducted privately and the outcome will remain confidential. There is no right to a trial by a judge or jury of one's peers. There is no limitation on the type of monetary damage that can be awarded by the arbitrator. The client is advised that the client has the right to have an independent lawyer of client's choice review this arbitration provision.

## V. <u>DURATION</u>

This Agreement shall commence July 1, 2024 and terminate on June 30, 2025 and shall thereafter continue from month to month at the then current rate schedules until modified in writing by agreement between the Law Firm and the District up to a maximum of five (5) years duration per Education Code section 17596.

Either the District or the Law Firm may terminate this Agreement on thirty (30) days' written notice.

	"Law Firm"
	ATKINSON, ANDELSON, LOYA, RUUD & ROMO
Dated:	By: Peter A. Schaffert, Partner
	"District"
	HANFORD ELEMENTARY SCHOOL DISTRICT
Dated:	By:
	Joy Gabler, Superintendent

## 23HANFORD ELEMENTARY SCHOOL DISTRICT

## **AGENDA REQUEST FORM**

TO:	Joy C.	Gabler	
FROM:	David Endo		
DATE:	05/13/2	2024	
FOR:		Board Meeting Superintendent's Cabinet	
FOR:		Information Action	

Date you wish to have your item considered: 05/22/2024

## ITEM:

Consider adoption of resolution #23-24 authorizing the District to join Education Technology Joint Powers Authority (EdTech JPA).

## **PURPOSE:**

The Hanford Elementary School District (District) desires to become a member of the Education Technology Joint Powers Authority (Ed Tech JPA) for the 5/22/24 through until terminated. Ed Tech JPA acts as a procurement vehicle for technology goods and allows Ed Tech JPA Members to leverage contracts established through the Request for Proposal (RFP) process, thus alleviating Members' administrative costs and overhead. Each Ed Tech JPA contract leveraged by the District must be Board approved and executed prior to any obligation to the District.

## **FISCAL IMPACT:**

None.

#### **RECOMMENDATIONS:**

Adopt resolution #23-24 authorizing the District to join Education Technology Joint Powers Authority (EdTech JPA).

#### **RESOLUTION NUMBER 23-24**

# A RESOLUTION OF THE BOARD OF EDUCATION OF THE HANFORD ELEMENATARY SCHOOL DISTRICT ADOPTING AND APPROVING THE ASSOCIATE MEMBERSHIP AGREEMENT JOINING THE EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY

WHEREAS, The Hanford Elementary School District has been considering methods to better address the procurement costs, data privacy protection, and pricing of its education software, and;

WHEREAS, other California public agencies, such as school districts, community college districts, and county offices of education who have also considered these issues have determined that there is a need to form a coalition of public districts to acquire education technology and services for use at their respective facilities, and;

**WHEREAS,** Title 1, Division 7, Chapter 5, Article 1, (Section 6500 et seq.) of the Government Code authorizes joint exercise by two or more public agencies of any power common to them, and;

WHEREAS, California law enables school districts, county superintendent of schools, community college districts, and joint power agencies to actively control procurement and privacy terms and to acquire educational software and services for use at their respective facilities, and to establish a coalition to accomplish those ends; and

WHEREAS, the Irvine Unified School District, Capistrano Unified School District, Fullerton Unified School District, Clovis Unified School District, El Dorado County Office of Education, San Juan Unified School District, and San Ramon Valley Unified School District have formed the Education Technology Joint Powers Authority (Ed Tech JPA), a California joint powers authority, and have agreed to be the Founding Members of Ed Tech JPA, and appointed their respective District's Chief Technology Officer, Chief Business Official, or person with equivalent duties and background, to serve as a member of the Ed Tech JPA Board; and

WHEREAS, the governing Board of the Hanford Elementary School District ("District") has considered the proposed Associate Member Agreement, a draft of which is attached hereto as Attachment 1, under which the District will become an associate member of Ed Tech JPA; and

WHEREAS, the District has determined that entering into an Associate Membership Agreement to avail the District to the benefits of the Ed Tech JPA, including obtaining legally compliant and economically priced technology services and products, as well as the financial, technical and professional development services to support the successful implementation of products and services purchased through Ed Tech JPA, is in the best interests of the District.

#### NOW THEREFORE BE IT RESOLVED THAT:

- 1. The Governing Board of the Hanford Elementary School District hereby declares and formally approves its membership in Ed Tech JPA, a California Joint Powers Authority, and instructs its duly authorized agent to execute and deliver on its behalf any necessary or appropriate documents to carry out the intent of this resolution, including the Ed Tech JPA Associate Membership Agreement and any agreements necessary or appropriate to participate in Ed Tech JPA programs.
- 2. The Governing Board authorizes the Superintendent or designee to appoint District's technology or business services department, or person with equivalent duties and background in education technology procurement, who shall serve as the authorized representative to the JPA.

ADOPTED by the following called vote on this 22<sup>nd</sup> day of May, 2024.

AYE:	
NO:	
ABSENT:	
ABSTAIN:	
By:	
Board President	
	<u>CERTIFICATION</u>
I,	, Secretary/Clerk to the Governing Board of the Hanford Elementary

School District, do hereby certify that the foregoing is a full, true, and correct copy of the resolution adopted by the said Board at a regular meeting thereof held at its regular place of meeting at the time and

by the vote stated, which resolution is on file in the office of the said Board.

## ED TECH JPA ASSOCIATE MEMBER AGREEMENT

This Associate Member Agreement is made as of (the "Effective Date"), by and between the Education Technology Joint Powers Authority ("Ed Tech JPA" "JPA") and ("Associate Member").

#### RECITALS

**WHEREAS**, Articles 1 and 2, Chapter 5, Division 7, Title 1 of the California Government Code (Section 6500 et seq.) permits two or more public agencies by agreement to exercise jointly powers common to the contracting parties; and

WHEREAS, the Board of Trustees of Capistrano Unified School District, Irvine Unified School District, Clovis Unified School District, Fullerton School District, El Dorado County Office of Education, San Juan Unified School District, and San Ramon Valley Unified School District ("Founding Members") have executed a Joint Powers Agreement, formally establishing the Ed Tech JPA for the purpose of aggregating purchasing power and expertise to negotiate legally compliant and economically priced technology software agreements for procurement by its members; and

WHEREAS, Ed Tech JPA's Board issues requests for proposals ("RFPs"), evaluates proposals, and negotiates Master Agreements with vendors that meet minimum criteria established by the Ed Tech JPA's Founding Members; and

WHEREAS, Ed Tech JPA negotiates with Vendors to establish the general terms for the purchase of the Product ("Master Agreement") by current Ed Tech JPA members and by other "Eligible Entities" who elect to join the Ed Tech JPA: and

WHEREAS, Associate Members electing to use a Master Agreement will enter into a separate contract ("Purchase Agreement") with the Vendor; and

WHEREAS, is an Eligible Entity with the power to contract and desires to become an Associate Member of Ed Tech JPA so that it may avail itself to the pricing, terms, and conditions leveraged by Ed Tech JPA; and

WHEREAS, a condition of joining the Ed Tech JPA is execution of this Associate Member Agreement; and

WHEREAS, if required, the Governing Board of

has reviewed the services available from the Ed Tech JPA and determined that the coordinated programs and services provided by Ed Tech JPA will result in benefits that are in the best interest of Associate Member.

**NOW**, therefore, for good and valuable consideration, the parties agree as follows.

#### **ARTICLE 1: DEFINITIONS**

"Associate Member" shall mean any Eligible Entity that has duly executed and delivered to the Ed Tech JPA an Associate Membership Agreement.

"Designated Representative" shall mean a member of the Associate Member's technology or business services department, or person with equivalent duties and background in education technology

procurement, who shall serve as the authorized representative to the JPA. The Designated Representative will be identified on the Associate Membership Application.

"Ed Tech JPA" shall mean the Education Technology Joint Powers Authority created pursuant to the Ed Tech JPA Agreement executed by its Founding Members.

"Eligible Entity" shall mean (a) all California public school districts, county offices of education, and community college districts, and (b) any other public agency in the United States whose procurement rules, whether internal rules or rules enacted pursuant to statute, allow them to purchase goods or services through a procurement vehicle such as Ed Tech JPA.

"Founding Members" shall mean those public school districts, cities, counties, and other governmental units that are signatories to the Joint Powers Agreement and have a voting member serving on the JPA's Board of Directors.

"Implementation Plan" shall mean the mutually agreed upon contract fulfilment requirements established between Associate Member and Vendor for delivery of a product purchased pursuant to the JPA agreements, including timeline, infrastructure and data integration, testing, content creation, training and post-implementation support, and project evaluation.

"Master Agreement" shall mean an agreement entered into between Ed Tech JPA and Vendor following RFP selection process administered by Ed Tech JPA, setting forth the general terms for purchase of a Product.

"Purchase Agreement" shall mean an agreement, duly executed and approved by the Associate Member's authorized representative and, if required, approved by its governing board, entered into between Associate Member and Vendor, based on the same general terms and conditions as the Master Agreement.

"Vendor" shall mean an entity or firm selected for a Master Agreement after submitting a responsive proposal in compliance with the specifications following a RFP selection process, including meeting the essential requirements set forth by the Ed Tech JPA's Board.

## ARTICLE 2: ASSOCIATE MEMBER POWERS, DUTIES, & RESTRICTIONS

## 2.1 Associate Member Status. The

is hereby made an Associate Member of the Ed Tech JPA for all purposes of the Joint Powers Authority Agreement and the Bylaws of the Ed Tech JPA, the provisions of which are hereby incorporated herein by reference. From and after the date of execution and delivery of this Associate Membership Agreement by the Associate Member and the Ed Tech JPA, the Associate Member shall be and remain an Associate Member of the Ed Tech JPA.

- **2.2** <u>Term.</u> Associate membership shall be for one (1) year, and shall automatically renew from year to year, on the same terms and conditions as the prior term, unless terminated sooner by either party.
- **2.3** <u>Fees.</u> Ed Tech JPA may make reasonable charges for its services rendered to Associate Members as set forth below.
  - **2.3.1** Administrative Fee. The Ed Tech JPA receives an administrative fee (the "Administrative Fee") for each transaction, calculated as a small percentage of the gross invoiced amount (for some procurements a fixed fee applies) of any Purchase Agreement with Vendor. The administrative fee is used to cover overhead and administrative costs associated with conducting each product procurement and maintaining the JPA. Associate Member's payment to Vendors shall include the

Administrative Fee for each executed Purchase Agreement, and Vendor shall deliver the Administrative Fee to Ed Tech JPA. Once a Purchase Agreement has been fully executed by the Associate Member and the Vendor, the Administrative Fee is non-refundable under any circumstances.

- **2.3.2 Membership Fee.** Currently, there is no cost to Associate Member to join the Ed Tech JPA. The JPA reserves the right, and Associate Member acknowledges such reservation, to assess a fee, ("Membership Fee") to its Associate Members at an undetermined future date. In such event, Associate Members shall be provided advance written notice and be provided the opportunity to withdraw membership prior to assessment of the Membership Fee. Purchase Agreements executed prior to Associates Member's withdrawal (if applicable), shall remain in effect through their natural termination and any extensions thereto, and the Administrative Fees associated with such Purchase Agreement(s) shall continue to be paid to Ed Tech JPA.
- **2.3.3 Audits.** Ed Tech JPA will periodically audit Vendors, and Associate Members will cooperate in transaction reporting including, if requested, providing a copy of all executed Purchase Agreements to Ed Tech JPA within thirty (30) days of such request.
- **2.3.4 Product Research.** Associate Member may browse products available for purchase and, if a suitable product is identified, Associate Member may enter into a Purchase Agreement directly with Vendor for that product. If a suitable product is not identified, Associate Members are free to solicit proposals and negotiate directly with a vendor not subject to a Master Agreement with the Ed Tech JPA.
- **2.3.5 Minimum Price.** Associate Member acknowledges and agrees that the collective bargaining power of the Ed Tech JPA would be undermined if Associate Member used the terms and conditions obtained by the Ed Tech JPA to negotiate separately with Vendor for its own advantage. Associate Member agrees that it will not attempt to negotiate lower prices with a Vendor with a Master Agreement with the JPA. Notwithstanding the foregoing, Associate Member is free to solicit proposals and negotiate directly with a vendor not subject to a Master Agreement with the Ed Tech JPA. Consistent with this goal, and in order to provide Associate Members with assurances regarding advantageous pricing by purchasing through the JPA, Vendors are requested to provide a Minimum Price Guarantee (MPG), whereby the Vendor will not sell directly, or through a reseller, to Ed Tech JPA's Eligible Entities (regardless of whether the Eligible Entity is an Associate Member of the Ed Tech JPA) for a lower price. The requirements of this Section do not apply to contracts in existence prior to the establishment of a Master Agreement between Vendor and Ed Tech JPA.
- **2.4** <u>Designated Representative</u>. Associate Member shall appoint a Designated Representative to serve as the primary contact with Ed Tech JPA. The Designated Representative should be a member of the Associate Member's technology or business services department, or person with equivalent duties and background in education technology procurement. Associate Member will be provided a single sign-on to access to Ed Tech JPA product information. The Designated Representative will be the custodian of Associate Member's credentials and is responsible for account security. The Designated Representative shall be authorized by the Associate Member's governing board, if required, to conduct due diligence in product selection, and develop an Implementation Plan with Vendors. The Designated Representative shall obtain authority from the Associate Member's governing board, if required, to negotiate and execute Purchase Agreements with Vendors. Purchase Agreements shall only be made for the direct use of Associate Member and not on behalf of any third party.
- **2.5 Proprietary/Confidential Materials.** Associate Member acknowledges that proposals and other documents may contain proprietary and confidential information. Associate Member agrees to maintain documents in a responsible manner with security measures reflecting best practices. Associate Member

shall not share proposals submitted by vendors and documentation that may contain proprietary and confidential information with third-parties without prior written consent from the Vendor and Ed Tech JPA as applicable unless required to do so by law. In the event that a third-party requests confidential or proprietary information from Associate Member, Associate Member shall notify Vendor and Ed Tech JPA in writing so that Vendor/Ed Tech JPA may assist Associate Member to redact proprietary information prior to disclosing the requested information.

- **2.6** <u>Restrictions.</u> An Associate Member shall not be entitled to representation on the Board of Directors or to vote on any matter coming before the Board of Directors or the Ed Tech JPA. However, an Associate Member shall be entitled to participate in all programs and other undertakings of the Ed Tech JPA.
- **2.7** <u>Withdrawal</u>. An Associate Member may withdraw from membership in the Ed Tech JPA upon thirty (30) days advance written notice to the Ed Tech JPA. No such withdrawal, however, shall relieve such Associate Member from its obligations under any outstanding Purchase Agreements relating to the Ed Tech JPA. Effective immediately upon withdrawal, Associate Members shall not have access to Ed Tech JPA Master Agreements and other documentation, or be entitled to participate in the other programs of Ed Tech JPA.
- **2.8** <u>Independent Vendor Selection</u>. Ed Tech JPA does not warrant that the products available will be suitable for the specific needs of individual Associate Members. Associate Member agrees to conduct its own due diligence in compliance with all applicable state and federal laws, as well as the requirements of Associate Member's local procurement rules and regulations. Associate Member is solely responsible for determining suitability of product and compliance with local, state and federal procurement rules prior to entering into any Purchase Agreement with a Vendor.
- **2.9** Compliance with Laws. Ed Tech JPA's Master Agreements follow bidding and procurement procedures established by the California Public Contract Code and the local body overseeing each respective Founding Member. Associate Member has access to all the contract documentation prepared by Ed Tech JPA and is responsible for compliance with any additional or varying laws and regulations governing its purchases. Associate Member acknowledges that purchases made with federal funds may be subject to additional requirements. Associate Member is encouraged to seek approval from its own local agency(s) before entering into a Purchase Agreement with a Vendor.

Master Agreements are available to Associate Members "as is". Ed Tech JPA is under no obligation to revise the terms, conditions, scope, price, and/or any other conditions of the contract for the benefit of an Associate Member. Associate Members are permitted to negotiate directly with the Vendor and agree to additional terms and conditions that are separate from the base price.

Associate Member acknowledges and agrees that it is solely responsible for (a) completing due diligence regarding the suitability of Vendor, including using price as a significant factor, and (b) prior to executing a Purchase Agreement, working directly with the Vendor to establish a suitable Implementation Plan for contract fulfillment. An Associate Member is not bound to a purchase until it has obtained approval from its governing board, if required, and executed the Purchase Agreement with the Vendor for the Product. Associate Member acknowledges that Vendor is not bound to provide products and/or services prior to execution of the Purchase Agreement.

**2.10 <u>Liabilities</u>.** The debts, liabilities and obligations of the Associate Member shall be the debts, liabilities or obligations of the Associate Member alone and not of the Ed Tech JPA or its membership. There shall be no joint and several liabilities between Ed Tech JPA and Associate Member. Notwithstanding any other provision of this Agreement, in no event, shall Ed Tech JPA be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not

limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

- **2.11** Release. Associate Member acknowledges that Ed Tech JPA is not a party to any Purchase Agreement between the Associate Member and the Vendor. Associate Member is solely responsible for all aspects of its purchase, including ordering its goods and/or services, inspecting and accepting the goods and/or services, and providing payment. Any dispute which may arise from Associate Member's participation in Purchase Agreement shall be resolved between the Associate Member and the Vendor. Associate Member will not seek remedy from Ed Tech JPA for issues arising from a Purchase Agreement and hereby waives and releases Ed Tech JPA from all possible claims.
- **2.12** Reservation of Rights. Ed Tech JPA reserves the right to cancel the whole or any part of this Agreement due to failure by the Associate Member to carry out any obligation, term or condition of the Agreement, including, failure to follow the established procedure for purchase orders, invoices and receipt of funds, and failure to pay.
- **2.13** <u>Indemnification</u>. Associate Member agrees to defend, indemnify and hold the Ed Tech JPA, its Board of Directors and its Founding Members, as well as all of their respective officers, employees and agents, free and harmless from any claims, liabilities, costs, penalties, or interest arising out of Associate Member's procurement or purchase of goods and services through Ed Tech JPA..
- **2.14 Amendments.** This Agreement shall not be altered, changed or amended except by written amendment executed by both parties.
- **2.15** Governing Law. This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California.
- **2.16** Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- **2.17** <u>Integration/Entire Agreement of Parties.</u> This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

## **Education Technology JPA**

By:	By:
Name:	Name: _Brianne Ford
Title:	Title: _President
Date:	Date:

20-41/4425452.2

## HANFORD ELEMENTARY SCHOOL DISTRICT

## **AGENDA REQUEST FORM**

TO:	Joy C. Gabler		
FROM:	David Endo		
DATE:	05/13/2024		
FOR:		Board Meeting Superintendent's Cabinet	
FOR:		Information Action	

Date you wish to have your item considered: 05/22/2024

## ITEM:

Consider approval of contract with School Services of California for the 2024-2025 fiscal year.

## **PURPOSE:**

School Service of California is the leading consultant in California school finance and is primarily used to provide updates on state activities as it relates to school districts finance.

## **FISCAL IMPACT:**

There cost of the contract is \$4,680.

## **RECOMMENDATIONS:**

Approve the contract with School Services of California for the 2024-2025 fiscal year.



1121 L Street

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**MEMORANDUM** 

**Suite 1060** 

•

10-May-24

Sacramento

•

TO:

California 95814

Chief Business Official

HANFORD ESD

TEL: 916 . 446 . 7517

•

FROM: John D. Gray

President/CEO

FAX: 916.446.2011

•

www.sscal.com

It has been a pleasure to provide your local educational agency our Fiscal and Management Information Services during the past year. We value our relationship and appreciate the continued confidence that you and your staff have expressed in School Services of California Inc.

Our current contract expires on <u>June 30, 2024</u>. Anticipating your desire to continue our services, we have enclosed a proposed renewal Agreement. We are also offering the option to include our CADIE (Comparative Analysis of District Income and Expenditures) and SABRE (Salary and Benefit Reports) products as part of this contract. If you wish to include any of these services, please complete and sign the attached Addendum A, indicate the services desired, and return with your contract renewal. Any questions regarding the CADIE or SABRE should be directed to Chloe Lum, Systems Data Specialist (chloel@sscal.com).

To activate our Agreement, please e-sign the contract (and Addendum A, at your discretion) and it will be returned to our office for final processing. So that we may continue to give you the best possible service, it would be helpful if we could have the Agreement returned by June 30, 2024 . If you are unable to return it by this date, please call our Accounting Department. Please note that this contract reflects a modest price increase above the current year.

Again, thank you for the opportunity of working with you in the past year. If you have any questions or need additional information, please contact our Accounting Department at (916) 446-7517 or via email at accounting@sscal.com.

Client Name: HANFORD ESD

Client # 9850 /S15 P.O. #\_\_\_\_

## AGREEMENT FOR SPECIAL SERVICES

Fiscal and Management Information Services

This is an Agreement between the **CLIENT**, as defined above, and **SCHOOL SERVICES OF CALIFORNIA INC.**, hereinafter referred to as "Consultant," entered into as of July 1, 2024

#### RECITALS

**WHEREAS**, the Client needs assistance regarding issues of school finance, legislation, school budgeting, general fiscal issues, and the state-mandated program cost claims process; and

**WHEREAS**, the Consultant is professionally and specially trained and competent to provide these services; and

**WHEREAS**, the authority for entering into this Agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;

**NOW, THEREFORE**, the parties to this Agreement do hereby mutually agree as follows:

- 1. The Consultant agrees to perform such duties relating to issues of school finance, including:
  - a. Electronic delivery of the *Fiscal Report* containing information on issues of school finance, budgets, or practices and policy issues that impact local educational agency fiscal and education policies.
  - b. An analysis of all major school legislation affecting public education and information related to their progress through the California State Legislature and implementing state agencies, if applicable.
  - c. Participation at the Consultant's school finance conferences and workshops at the Consultant's client rate.
  - d. Up to 12 hours of service annually as the Client directs on fiscal issues, including analysis of specific local educational agency revenue or expenditure issues, analysis of specific legislative or regulatory issues, and a "quick query" service to provide telephone response to specific fiscal questions of the Client.

Services for which the base service hours may not be used include Client-specific economy, efficiency, or management consulting services, executive searches, legislative representation or advocacy; appearance as an expert witness; provision of depositions or declarations for local educational agency legal issues; major customized research projects or studies; or onsite speeches or presentations.

- 2. If the Client is a county office of education, the county office of education agrees that any information received from the Consultant shall be for the use of the county office of education only and shall not be provided by the county office of education to local educational agencies over 500 average daily attendance (ADA). Local educational agencies under 500 ADA are eligible to receive service as deemed appropriate by the county office of education.
- 3. The Client agrees to pay to the Consultant for services rendered under this Agreement:
  - a. \$\sum\_4,680\$ annually, plus expenses, for the services listed in Item 1 above, upon receipt of billing from the Consultant.
  - b. For all requested services in excess of 12 direct service hours as indicated in Item 1d above in the 12-month period, the applicable hourly rate for the person(s) performing the services shall apply.
  - c. "Hours" are defined as hours of direct service to the Client, as well as reasonable travel time to and from the Client's site.
  - d. "Expenses" are defined as actual, out-of-pocket expenses, such as travel, meals, shipping, and duplication of materials.



School Services of California Inc.

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5. It is expressly understood and agreed to by both parties that the Consultant, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the Client.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed as indicated below:

By:	Date:
David Endo	
Chief Business Official	
HANFORD ESD	
By: John Q. Jag	Date: <u>5/10/2024</u>
John D. Gray President/CEO	

