# Hanford Elementary School District

## REGULAR BOARD MEETING AGENDA

*Wednesday, May 28, 2025*
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)*

  **<u>Administrative Panel Recommendations</u>**
  Case #25-11 Richmond
- **Personnel** *(Pursuant to Government Code Sections 54957, 54957.6, and/or Education Code provisions, 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.)*
  - Conference with Labor Negotiators (GC 54957.6)
    - Agency Representatives: J. Gabler & J. Martinez
    - Employee Organization: HETA; CSEA

**OPEN SESSION**
5:45 p.m.

Take action on closed session items

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

2. **CONSENT ITEMS**
   *(Items listed are considered routine and may be adopted in one motion. If discussion is required, a particular item may be removed upon request by any Board member and made a part of the regular business.)*
   a) Accept warrant listings dated May 7, 2025; May 9, 2025; May 14, 2025; and May 16, 2025.
   b) Approve minutes of the Regular Board Meeting held on May 14, 2025.
   c) Approve donation:
      - $2,561.99 from Jefferson Parent Teacher Club to Jefferson Academy.
      - $9.70 from Box Tops to Jefferson Academy.
      - $2,000.00 from Martin Luther King Jr. Elementary Parent Teacher Club to MLK.

- *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.*

## 3. INFORMATION ITEMS

a) Receive for information the monthly financial reports for the period of 07/01/2024 – 04/30/2025 (*Endo*)
b) Receive for information the revised Board Policy and Administrative Regulation 1340 – Access to District Records (*Gabler*)
c) Receive for information the revised Board Policy and Administrative Regulation 3580 – District Records (*Gabler*)
d) Receive for information the revised Board Bylaw 9924 – Oath of Affirmation (*Gabler*)
e) Receive for information the revised Board Bylaw 9260 – Legal Protection (*Gabler*)

## 4. BOARD POLICIES AND ADMINISTRATION

a) Consider approval of Memorandum of Understanding with Kings County Office of Education (*Rubalcava*)
b) Consider approval of the District's Initial Proposal for 2025-2026 Amendments to the 2023-2026 Collective Bargaining Agreement between Hanford Elementary School District and California School Employees Association (reopened articles) (*Martinez*)
c) Consider approval of CSEA's Initial Proposal for 2025-2026 Amendments to the 2023-2026 Collective Bargaining Agreement between HESD and CSEA (reopened articles) (*Martinez*)
d) Consider approval of curriculum committee's recommendation to the Board to adopt mCLASS DIBELs and mCLASS Lectura (*Rubalcava*)
e) Consider approval of the 2024-2025 LCAP Federal Addendum Annual Update and 2025 Federal Addendum, and the Spending Plan for Title I, II, III, IV (*Heugly*)
f) Consider approval of the 2025-2026 School Plans for Student Achievement (*Heugly*)
g) Consider approval of inspection services for the installation of two temporary relocatable classroom buildings at Simas Elementary School from Stephen L. Hahn Inspection (*Pierotte*)
h) Consider approval of Change Order #3 – Monroe New TK & Kinder (*Pierotte*)
i) Consider ratification of professional land surveying services agreement for the modernization at Monroe Elementary provided by Lane Engineers, Inc. (*Pierotte*)
j) Consider approval of the revised Board Policy, Administrative Regulation and Exhibit 1312.2 – Complaints Concerning Instructional Materials (*Rubalcava*)
k) Consider approval of the revised Board Policy 6142.93 – Science Instruction (*Rubalcava*)
l) Consider approval of the revised Board Policy 6142.94 – History-Social Science Instruction (*Rubalcava*)
m) Consider approval of the revised Board Policy 6170.1 – Transitional Kindergarten (*Rubalcava*)
n) Consider approval of the revised Board Policy and Administrative Regulation 6174 – Education for English Learners (*Rubalcava*)
o) Consider approval of revised Board Policy and Administrative Regulation 6159 – Individualized Education Program (*Cruz-Sanchez*)
p) Consider approval of the revised Board Policy and Administrative Regulation 6159.2 – Nonpublic, Nonsectarian School and Agency Services for Special Education (*Cruz-Sanchez*)

## 5. PERSONNEL (Martinez)

a) Employment

<u>Certificated Management</u>

- Cameron Mendez, Vice Principal, Kennedy, effective July 28, 2025

<u>Certificated</u>

- Destiny Donahue, Special Education Teacher Intern, effective 8/7/25

<u>Classified Temps/Subs</u>

- Eric Jones, Substitute Yard Supervisor, effective 5/5/25

- Ericka Maldonado, Substitute Paraprofessional (TK/K), effective 5/6/25
- Cindy Medina, Substitute Yard Supervisor, effective 5/9/25
- Jayden Popa, Substitute READY Program Tutor, effective 5/12/25
- Destiny Smith, Substitute Yard Supervisor, effective 5/15/25

Classified Short-Term Employment – Summer Programs

**Elementary Summer Program - King**

- Elizabeth Jackson, Licensed Vocational Nurse – 8.0 hrs., King, effective 6/13/25–7/18/25 (No work 6/19/25 and 7/4/25)
- Judith Nunez-Lara, Bilingual Clerk Typist – 8.0 hrs., King, effective 6/16/25-7/18//25 (No work 6/19/25 and 7/4/25)
- Erica Vega Olguin, Bilingual Clerk Typist – 8.0 hrs., King, effective 6/16/25-6/26/25 (No work 6/19/25 and 7/4/25)
- Angelica Aguilar, Yard Supervisor – 2.0 hrs., King, effective 6/16/25-7/18/25
- Angelique Amador, Yard Supervisor – 2.0 hrs., King, effective 6/16/25-7/18/25
- Angela Corona, Yard Supervisor – 2.0 hrs., King, effective 6/16/25-7/18/25
- Jenny Gonzalez, Yard Supervisor – 2.0 hrs., King, effective 6/16/25-7/18/25
- Francisca Perez, Yard Supervisor – 2.0 hrs., King, effective 6/16/25-7/18/25
- Lorraine Zarate, Yard Supervisor – 2.0 hrs., King, effective 6/16/25-7/18/25
- Yara Gutierrez, READY Site Lead – 8.0 hrs., King, effective 6/11/25-7/18/25 (No work 6/19/25 and 7/4/25)
- Sierra Hilyard, READY Site Lead – 8.0 hrs., King, effective 6/11/25-7/18/25 (No work 6/19/25 and 7/4/25)
- Adrianna Luna, READY Site Lead – 8.0 hrs., King, effective 6/11/25-7/18/25 (No work 6/19/25 and 7/4/25)
- Addrianna Potter, READY Site Lead – 8.0 hrs., King, effective 6/11/25-7/18/25 (No work 6/19/25 and 7/4/25)
- Addie Barraza, READY Program Tutor – 8.0 hrs., King, effective 6/11/25-7/18/25 (No work 6/19/25 and 7/4/25)
- Rylyn Burnett, READY Program Tutor – 8.0 hrs., King, effective 6/11/25-7/18/25 (No work 6/19/25 and 7/4/25)
- Mia Cooper, READY Program Tutor – 8.0 hrs., King, effective 6/11/25-7/18/25 (No work 6/19/25 and 7/4/25)
- Ashton Goldston, READY Program Tutor – 8.0 hrs., King, effective 6/11/25-7/18/25 (No work 6/19/25 and 7/4/25)
- Julie Gonzales, READY Program Tutor – 8.0 hrs., King, effective 6/11/25-7/18/25 (No work 6/19/25 and 7/4/25)
- Michael Leon, READY Program Tutor – 8.0 hrs., King, effective 6/11/25-7/18/25 (No work 6/19/25 and 7/4/25)
- Kristi Ochoa, READY Program Tutor – 8.0 hrs., King, effective 6/11/25-7/18/25 (No work 6/19/25 and 7/4/25)
- Alicia Sanchez, READY Program Tutor – 8.0 hrs., King, effective 6/11/25-7/18/25 (No work 6/19/25 and 7/4/25)
- Ashley Torres, READY Program Tutor – 8.0 hrs., King, effective 6/11/25-7/18/25 (No work 6/19/25 and 7/4/25)
- Selina Valles, READY Program Tutor – 8.0 hrs., King, effective 6/11/25-7/18/25 (No work 6/19/25 and 7/4/25)
- Karen Bautista, READY Program Tutor – 5.0 hrs., King, effective 6/11/25-7/18/25 (No work 6/19/25 and 7/4/25)
- Kristin Brieno, READY Program Tutor – 5.0 hrs., King, effective 6/11/25-7/18/25 (No work 6/19/25 and 7/4/25)

- Jadon Guillen, READY Program Tutor – 5.0 hrs., King, effective 6/11/25-7/18/25 (No work 6/19/25 and 7/4/25)
- Giovanni Herrera, READY Program Tutor – 5.0 hrs., King, effective 6/11/25-7/18/25 (No work 6/19/25 and 7/4/25)
- Kyle Martinez, READY Program Tutor – 5.0 hrs., King, effective 6/11/25-7/18/25 (No work 6/19/25 and 7/4/25)
- Bianca Montoya, READY Program Tutor – 5.0 hrs., King, effective 6/11/25-7/18/25 (No work 6/19/25 and 7/4/25)
- Kamila Naranjo, READY Program Tutor – 5.0 hrs., King, effective 6/11/25-7/18/25 (No work 6/19/25 and 7/4/25)
- AnaSofia Quezada, READY Program Tutor – 5.0 hrs., King, effective 6/11/25-7/18/25 (No work 6/19/25 and 7/4/25)
- LydiaKeren Ramirez, READY Program Tutor – 5.0 hrs., King, effective 6/11/25-7/18/25 (No work 6/19/25 and 7/4/25)
- Viviana Solorio, READY Program Tutor – 5.0 hrs., King, effective 6/11/25-7/18/25 (No work 6/19/25 and 7/4/25)
- Jasmine Vidal, READY Program Tutor – 5.0 hrs., King, effective 6/11/25-7/18/25 (No work 6/19/25 and 7/4/25)
- Desiree Alfaro, READY Program Tutor – 5.5 hrs., King, effective 6/11/25-7/18/25 (No work 6/19/25 and 7/4/25)
- Damien Andrade, READY Program Tutor – 5.5 hrs., King, effective 6/11/25-7/18/25 (No work 6/19/25 and 7/4/25)
- Brittany Archuleta, READY Program Tutor – 5.5 hrs., King, effective 6/11/25-7/18/25 (No work 6/19/25 and 7/4/25)
- Vanessa Banderas, READY Program Tutor – 5.5 hrs., King, effective 6/11/25-7/18/25 (No work 6/19/25 and 7/4/25)
- Samuel Brown, READY Program Tutor – 5.5 hrs., King, effective 6/11/25-7/18/25 (No work 6/19/25 and 7/4/25)
- Alyssa Medina, READY Program Tutor – 5.5 hrs., King, effective 6/11/25-7/18/25 (No work 6/19/25 and 7/4/25)
- Brian Najar-Carrillo, READY Program Tutor – 5.5 hrs., King, effective 6/11/25-7/18/25 (No work 6/19/25 and 7/4/25)
- Marcilina Ocampo, READY Program Tutor – 5.5 hrs., King, effective 6/11/25-7/18/25 (No work 6/19/25 and 7/4/25)
- Vanessa Peralta Sanchez, READY Program Tutor – 5.5 hrs., King, effective 6/11/25-7/18/25 (No work 6/19/25 and 7/4/25)
- Sheccid Solis, READY Program Tutor – 5.5 hrs., King, effective 6/11/25-7/18/25 (No work 6/19/25 and 7/4/25)
- Madison Stewart, READY Program Tutor – 5.5 hrs., King, effective 6/11/25-7/18/25 (No work 6/19/25 and 7/4/25)
- Reynaldo Perez, Student Specialist – 8.0 hrs., King, effective 7/7/25-7/18/25
- Rachelle Vasquez, Student Specialist – 8.0 hrs., King, effective 6/16/25-7/3/25 (No work 6/19/25)
- Linda Cruz, School Operations Officer – 8.0 hrs., King, effective 6/16/25-7/18/25 (No work 6/19/25 and 7/4/25)

<u>Extended School Year Program</u>

- Kimberly Milbrodt, Special Education Aide – 5.0 hrs., King, effective 6/16/25-7/11/25
- Militza Mendoza, Special Education Aide – 5.0 hrs., King, effective 6/16/25-7/11/25
- Lilly Goins, Special Education Aide – 5.0 hrs., King, effective 6/16/25-7/11/25
- Raquel Ramirez, Special Education Aide – 5.0 hrs., King, effective 6/16/25-7/11/25

b) Rescind Offer of Employment for 2025 Summer Program
- Catherine Castaneda
- Katelyn Cruse
- Eric Gonzalez
- Nicholas Grillias
- Jewelie Haney
- Angel Hawkins
- Emily Lastiri
- Shelby McWells
- Christina Medina
- Madison Moran
- Melissa Nabayan
- Neyda Ortiz
- Mariah Romero
- Caitlyn Schultze
- Kylie Strickland
- Emily Thompson
- Sherrie Thompson-Pedro
- Roberta Vasquez
- Ashlyn Vidana

c) Resignations

Certificated Management
- Steven Mueller, Vice Principal, Kennedy, effective 6/13/25

Certificated
- Margarita Zuniga Barrena, Teacher, Roosevelt, effective 6/6/25

Classified
- Adrianna Luna, READY Site Lead – 5.0 hrs., Hamilton, effective 7/18/25
- Kathleen Nino, Substitute Yard Supervisor, effective 5/9/25
- Daisy Wallace, Licensed Vocational Nurse (Bilingual) – 8.0 hrs., Monroe, effective 6/6/25 (REVISED)

d) Volunteers

| Name | School |
|---|---|
| Rene Huerta | Jefferson |
| Alistair Wittus | Jefferson |
| Tabetha Leon | Monroe |
| Zilda Daniel | Washington |

**6. FINANCIAL** (Endo)

a) Consider approval of Independent Citizens' Bond Oversight Committee Membership
b) Consider approval of Memorandum of Understanding (MOU) with Hanford Joint Union High School District regarding summer swim school
c) Consider approval of legal contracts for the 2025-2026 fiscal year
d) Consider approval of Classroom Utilities Agreement with the Kings County Office of Education
e) Consider approval of food service agreements with the Kings County Office of Education and Hanford Christian School

**ADJOURN MEETING**

HANFORD ELEMENTARY SCHOOL DISTRICT
AGENDA REQUEST FORM

TO: Joy Gabler
FROM: Jay Strickland
DATE: May 16, 2025

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

Date you wish to have your item considered: May 28, 2025

ITEM: Administrative Panel Recommendations

PURPOSE:
Case# 25-11 Richmond

HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Joy C. Gabler

FROM: David Endo

DATE: 05/19/2025

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 05/28/2025

**ITEM:**
Consider approval of warrants.

**PURPOSE:**
The administration is requesting the approval of the warrants as listed on the registers dated: 05/07/25, 05/09/25, 05/14/25 and 05/16/25

**FISCAL IMPACT:**
See attached.

**RECOMMENDATIONS:**
Approve the warrants.

13 Hanford Elementary School District

# Warrant Register For Warrants
# Dated 05/07/2025



5/9/2025 7:34:20AM

| Warrant Number | Vendor Number | Vendor Name | Amount |
|---|---|---|---|
| 12776212 | 5796 | BOWLERO VISALIA – Lincoln Field Trip | $1,626.85 |
| 12776213 | 8602 | CHARACTERSTRONG LLC – Other Services | $6,264.20 |
| 12776214 | 4597 | IVS COMPUTER TECHNOLOGY – Materials/Supplies, Services/Repair | $18,065.62 |
| 12776215 | 8372 | RAISING CANE'S RESTAURANTS LLC – Materials/Supplies | $562.75 |
| 12776216 | 1367 | SISC III – Health/Welfare Benefits | $733,661.75 |
| 12776217 | 7352 | WILD WATER ADVENTURE PARK – Jefferson Field Trip | $1,115.10 |

**Total Amount of All Warrants:** **$761,296.27**

13 Hanford Elementary School District

# Credit Card Register For Payments
## Dated 05/09/2025



5/9/2025 7:34:51AM

| Document Number | Vendor Number | Vendor Name | Amount |
|---|---|---|---|
| 14041521 | 3599 | 4IMPRINT INC – Materials/Supplies | $343.93 |
| 14041522 | 7171 | CONN DOORS – Services/Repair | $1,106.58 |
| 14041523 | 7836 | FOLLETT CONTENT SOLUTIONS LLC – eBooks | $467.88 |
| 14041524 | 5778 | HAMERAY PUBLISHING GROUP INC. – Books | $3,600.00 |
| 14041525 | 827 | LA TAPATIA TORTILLERIA INC. – Food Services-Food | $2,019.30 |
| 14041526 | 1802 | MEDALLION SUPPLY – Materials/Supplies | $986.72 |
| 14041527 | 1002 | MORGAN & SLATES INC. – Materials/Supplies | $269.11 |
| 14041528 | 1747 | TERMINIX INTERNATIONAL – Food Services-Other Services | $42.40 |
| 14041529 | 7170 | WEVIDEO INC. – Other Services | $392.70 |

**Total Amount of All Credit Card Payments:** **$9,228.62**

13 Hanford Elementary School District

# Warrant Register For Warrants
# Dated 05/09/2025



5/9/2025 7:34:37AM

| Warrant Number | Vendor Number | Vendor Name | Amount |
|---|---|---|---|
| 12776337 | 8180 | AIRGAS INC. – Materials/Supplies | $158.36 |
| 12776338 | 7399 | BIMBO BAKERIES USA – Food Services-Food | $812.42 |
| 12776339 | 6658 | BRICKS4KIDZ – Other Services | $1,170.00 |
| 12776340 | 8406 | BRIGAID LLC – Food Services-Other Services | $14,583.33 |
| 12776341 | 2019 | BUSWEST – Materials/Supplies | $49.81 |
| 12776342 | 8104 | STATE OF CALIFORNIA – Other Services | $68,698.64 |
| 12776343 | 8603 | CLASS COMPANION INC. – Other Services | $3,412.50 |
| 12776344 | 344 | CMEA TREASURER CENTRAL SECTION – Materials/Supplies | $100.00 |
| 12776345 | 405 | DASSEL'S PETROLEUM INC. – Materials/Supplies | $6,082.13 |
| 12776346 | 405 | DASSEL'S PETROLEUM INC. – Food Services-Materials/Supplies | $418.20 |
| 12776347 | 5786 | DOCUMENT TRACKING SERVICES – Other Services | $2,712.76 |
| 12776348 | 7456 | EIDE BAILLY LLP – Other Services | $17,425.00 |
| 12776349 | 6215 | EPIC SPORTS – Materials/Supplies | $382.46 |
| 12776350 | 8605 | VERONICA ESTRELLA – Reimburse-Other Services | $39.00 |
| 12776351 | 8063 | FIDELITY SECURITY LIFE INSURANCE CO. – Health/Welfare Benefits | $11,319.05 |
| 12776352 | 1393 | GAS COMPANY – Utilities | $918.92 |
| 12776353 | 591 | GOLD STAR FOODS – Food Services-Food | $26,398.54 |
| 12776354 | 620 | GRISWOLD LASALLE COBB DOWD – Other Services | $1,120.00 |
| 12776355 | 8606 | MIKAELA HALLOCK – Refund Payroll | $4.76 |
| 12776356 | 5946 | THE HARTFORD – Health/Welfare Benefits | $1,493.64 |
| 12776357 | 687 | HIGH NOON BOOKS – Books | $1,713.35 |
| 12776358 | 5855 | HOBBY LOBBY – Materials/Supplies | $847.93 |
| 12776359 | 8485 | ICOOK AFTER SCHOOL – Other Services | $5,175.00 |
| 12776360 | 8257 | IMPERIAL BAG & PAPER CO LLC – Food Services-Materials/Supplies | $10,322.20 |
| 12776361 | 7881 | INNOVED – Roosevelt Study Trip | $4,372.50 |
| 12776362 | 8478 | SAMANTHA JAVAUX – Materials/Supplies | $437.35 |
| 12776363 | 8237 | THE KARATE SCHOOL – Other Services | $4,935.00 |
| 12776364 | 5990 | KELLER FORD – Materials/Supplies | $100.00 |
| 12776365 | 808 | KINGS WASTE & RECYCLING – Food Services-Other Services | $24.70 |
| 12776366 | 986 | LAWNMOWER MAN – Materials/Supplies | $325.75 |
| 12776367 | 4629 | LOWE'S OF HANFORD – Materials/Supplies | $822.13 |
| 12776368 | 912 | MANGINI ASSOCIATES INC. – Woodrow Admin Project | $6,159.99 |
| 12776369 | 8594 | MAPPING SOLUTIONS – Other Services | $811.00 |
| 12776370 | 5329 | MARISCO COLIMA TACOS – Materials/Supplies | $1,428.90 |
| 12776371 | 5570 | MATELOT GULCH MINING – Jefferson Study Trip | $513.00 |
| 12776372 | 7732 | METLIFE SMALL MARKET – Health/Welfare Benefits | $4,662.62 |
| 12776373 | 977 | ORAL MICHAM INC – Monroe TK/K Project | $819,445.97 |
| 12776374 | 8015 | MISSION BANK – Monroe TK/K Project | $43,128.78 |
| 12776375 | 8100 | NAPA AUTO PARTS – Materials/Supplies | $955.54 |
| 12776376 | 7203 | PARADIGM HEALTHCARE SERVICES LLC. – Other Services | $1,095.32 |
| 12776377 | 3726 | SHELBY POOLE – Reimburse-Other Services | $150.00 |
| 12776378 | 1168 | PRODUCERS DAIRY PRODUCTS – Food Services-Food | $17,820.18 |
| 12776379 | 7580 | PRUDENTIAL OVERALL SUPPLY – Other Services | $3,187.62 |
| 12776380 | 7580 | PRUDENTIAL OVERALL SUPPLY – Food Services-Other Services | $244.30 |
| 12776381 | 4465 | CYNTHIA PURSELL – Reimburse-Materials/Supplies | $180.08 |
| 12776382 | 1303 | SAVE MART SUPERMARKETS – Food Services-Food | $404.91 |
| 12776383 | 3131 | SHERWIN-WILLIAMS CO – Materials/Supplies | $97.30 |
| 12776384 | 1356 | SILVAS OIL COMPANY INC. – Materials/Supplies | $2,154.19 |

13 Hanford Elementary School District

# Warrant Register For Warrants
# Dated 05/09/2025



5/9/2025 7:34:37AM

| Warrant Number | Vendor Number | Vendor Name | Amount |
|---|---|---|---|
| 12776385 | 1374 | SMART & FINAL STORES (HFD DO) – Materials/Supplies | $593.65 |
| 12776386 | 1392 | SOUTHERN CALIFORNIA EDISON CO. – Utilities | $23,763.25 |
| 12776387 | 1404 | STANISLAUS FOUNDATION – ADMIN – Health/Welfare Benefits | $3,025.92 |
| 12776388 | 1403 | STANISLAUS FOUNDATION – DENTAL – Health/Welfare Benefits | $13,841.10 |
| 12776389 | 4381 | STAPLES - BUSINESS ADVANTAGE – Materials/Supplies | $444.87 |
| 12776390 | 8528 | SWEET PALETTE BAKERY – Materials/Supplies | $143.75 |
| 12776391 | 1444 | SYSCO FOODSERVICES OF MODESTO – Food Services-Food | $51,998.47 |
| 12776392 | 7149 | VALLEY ELEVATOR INC – Other Services | $1,233.32 |
| 12776393 | 21 | VISALIA ADVENTURE PARK – Woodrow Field Trip | $3,690.00 |
| 12776394 | 1612 | MICHELLE E. WHITE – Advance-Mileage | $205.80 |
| 12776395 | 7319 | YOSEMITE MOUNTAIN – Lincoln Study Trip | $1,223.00 |

**Total Amount of All Warrants:** **$1,188,978.26**

13 Hanford Elementary School District

# Warrant Register For Warrants
# Dated 05/14/2025



5/16/2025 7:29:17AM

| Warrant Number | Vendor Number | Vendor Name | Amount |
|---|---|---|---|
| 12776838 | 8479 | CHARTER UP LLC – Other Services | $22,001.07 |
| 12776839 | 5489 | ECS IMAGING INC. – Other Services | $12,421.00 |
| 12776840 | 647 | HANFORD JT. UNION HIGH SCHOOL – Other Services | $2,519.63 |
| 12776841 | 8095 | SKYLINE BUS CHARTER LLC – Other Services | $23,200.00 |
| 12776842 | 4381 | STAPLES - BUSINESS ADVANTAGE – Materials/Supplies, Warehouse Inv | $4,590.92 |

**Total Amount of All Warrants:** **$64,732.62**

13 Hanford Elementary School District

# Warrant Register For Warrants
# Dated 05/16/2025



5/16/2025 7:29:59AM

| Warrant Number | Vendor Number | Vendor Name | Amount |
|---|---|---|---|
| 12776982 | 6403 | A BOUNCIN' BLAST – Other Services | $2,545.00 |
| 12776983 | 2 | A-Z BUS SALES INC – Materials/Supplies | $100.75 |
| 12776984 | 6306 | KAREN ALVARADO – Reimburse-Mileage | $56.35 |
| 12776985 | 7879 | CARMEN ALVAREZ-VARGAS – Reimburse-Travel/Conference | $60.00 |
| 12776986 | 6431 | AMAZON.COM – Materials/Supplies | $8,340.73 |
| 12776987 | 2352 | AMS.NET – Equipment | $2,219.40 |
| 12776988 | 7062 | YADIRA ARCIGA CASTREJON – Reimburse-Materials/Supplies | $119.92 |
| 12776989 | 6253 | AT&T – Telephone Communications | $163.60 |
| 12776990 | 7690 | ANDREA MONIQUE AUGUSTO – Materials/Supplies | $150.00 |
| 12776991 | 3710 | KELLY BEKEDAM – Advance-Travel/Conference, Mileage | $452.40 |
| 12776992 | 7660 | BERNADETTE BRACY – Reimburse-Mileage | $80.78 |
| 12776993 | 7866 | ASHLEY BROWN – Advance-Travel/Conference | $136.00 |
| 12776994 | 236 | STATE OF CALIFORNIA – Other Services | $1,164.00 |
| 12776995 | 355 | CDT INC. – Other Services | $66.00 |
| 12776996 | 303 | CHAFFEE ZOO – Jefferson, Simas Study Trips | $1,981.00 |
| 12776997 | 8596 | CHAVELITAS BALLOONS – Materials/Supplies | $113.92 |
| 12776998 | 8217 | CI SOLUTIONS – Materials/Supplies | $221.68 |
| 12776999 | 7891 | CINTAS CORPORATION NO. 2 – Materials/Supplies | $1,364.47 |
| 12777000 | 3973 | DANIELLE DARPLI – Reimburse-Mileage | $60.69 |
| 12777001 | 8514 | DJ RICKY YANEZ – Other Services | $400.00 |
| 12777002 | 8514 | DJ RICKY YANEZ – Other Services | $429.00 |
| 12777003 | 8514 | DJ RICKY YANEZ – Other Services | $400.00 |
| 12777004 | 1750 | EMPIRE SUPPLY COMPANY INC. – Materials/Supplies | $1,841.13 |
| 12777005 | 3043 | ENCHANTED PLAYHOUSE – Hamilton Study Trip | $290.00 |
| 12777006 | 8376 | FOSTER & FOSTER INC. – Other Services | $3,000.00 |
| 12777007 | 556 | JOY GABLER – Advance-Travel/Conference, Mileage | $470.50 |
| 12777008 | 1393 | GAS COMPANY – Utilities | $2,566.38 |
| 12777009 | 599 | GOPHER SPORT – Materials/Supplies | $5,385.16 |
| 12777010 | 7592 | HANFORD SENTINEL – Other Services | $124.62 |
| 12777011 | 685 | HI-LINE – Materials/Supplies | $361.01 |
| 12777012 | 8485 | ICOOK AFTER SCHOOL – Other Services | $2,760.00 |
| 12777013 | 8220 | IMAGE 2000 FRESNO – Services/Repair | $80.65 |
| 12777014 | 3718 | ISLAND WATER PARK – JFK Field Trip | $4,050.56 |
| 12777015 | 6665 | ISOM ADVISORS URBAN FUTURES INC – Other Services | $4,225.00 |
| 12777016 | 7056 | JH TACKETT MARKETING – Materials/Supplies | $14,005.82 |
| 12777017 | 8178 | JUMPS R US – Other Services | $886.41 |
| 12777018 | 8237 | THE KARATE SCHOOL – Other Services | $470.00 |
| 12777019 | 3760 | KINGS COUNTY AIR – Materials/Supplies, Equipment | $23,992.50 |
| 12777020 | 796 | KINGS COUNTY OFFICE OF ED – Other Services | $448.00 |
| 12777021 | 806 | KINGS COUNTY TROPHY – Materials/Supplies | $6,852.77 |
| 12777022 | 838 | LAWRENCE TRACTOR COMPANY – Materials/Supplies | $249.80 |
| 12777023 | 8069 | BRADY LEE – Other Services | $800.00 |
| 12777024 | 5307 | JENNIFER LEVINSON – Advance-Travel/Conference, Mileage | $449.60 |
| 12777025 | 4704 | KELLEY MAYFIELD – Reimburse-Mileage | $11.76 |
| 12777026 | 1937 | ME-N-ED'S PIZZERIA – Materials/Supplies | $569.94 |
| 12777027 | 1004 | MORRISON'S SILKSCREEN – Materials/Supplies | $4,059.37 |
| 12777028 | 2909 | MARCELA NICOLE NASH – Reimburse-Mileage | $77.91 |
| 12777029 | 8469 | NO HOLDEN BACK LLC – Other Services | $1,697.00 |

13 Hanford Elementary School District

# Warrant Register For Warrants
# Dated 05/16/2025



5/16/2025 7:29:59AM

| Warrant Number | Vendor Number | Vendor Name | Amount |
|---|---|---|---|
| 12777030 | 5793 | NORTH STAR PHOTOGRAPHY – Materials/Supplies, Services/Repair | $948.58 |
| 12777031 | 8589 | OFF THE VINE – Materials/Supplies | $400.00 |
| 12777032 | 8589 | OFF THE VINE – Materials/Supplies | $750.00 |
| 12777033 | 6910 | PRISMATIC MAGIC – Other Services | $1,249.00 |
| 12777034 | 7445 | PRO-PT – Other Services | $55.00 |
| 12777035 | 5620 | ANGELA PROTZMAN – Reimburse-Mileage | $89.18 |
| 12777036 | 1177 | PRYOR LEARNING LLC – Travel/Conference | $149.00 |
| 12777037 | 4465 | CYNTHIA PURSELL – Reimburse-Materials/Supplies | $389.00 |
| 12777038 | 1188 | QUILL LLC – Warehouse Inv | $3,351.69 |
| 12777039 | 1253 | ROBINSON'S INTERIORS INC. – Services/Repair | $125.00 |
| 12777040 | 6450 | MARIAH ROMERO – Advance-Travel/Conference, Mileage | $449.60 |
| 12777041 | 5904 | CRUZ SANCHEZ-LEAL – Refund-Book | $12.99 |
| 12777042 | 5904 | CRUZ SANCHEZ-LEAL – Advance-Travel/Conference | $159.00 |
| 12777043 | 1303 | SAVE MART SUPERMARKETS – Food Services-Food | $1,503.74 |
| 12777044 | 4748 | TARYN SCHRECKENGOST – Advance-Travel/Conference | $136.00 |
| 12777045 | 1374 | SMART & FINAL STORES (HFD DO) – Materials/Supplies | $444.97 |
| 12777046 | 1801 | SMART & FINAL STORES (HFD KIT) – Food Services-Food | $170.12 |
| 12777047 | 8609 | DESTINY SMITH – Reimburse-Other Services | $39.00 |
| 12777048 | 1392 | SOUTHERN CALIFORNIA EDISON CO. – Utilities | $8,018.55 |
| 12777049 | 1403 | STANISLAUS FOUNDATION – DENTAL – Health/Welfare Benefits | $23,332.00 |
| 12777050 | 2277 | BRIAN STONE – Advance-Travel/Conference | $136.00 |
| 12777051 | 5622 | JOANNA STONE – Reimburse-Mileage | $61.81 |
| 12777052 | 6921 | GREG STRICKLAND – Advance-Travel/Conference, Mileage | $470.50 |
| 12777053 | 8088 | SUGAR MUTT COTTON CANDY – Other Services | $540.00 |
| 12777054 | 7599 | SWRCB – Woodrow Admin Project | $565.00 |
| 12777055 | 8591 | TNT ENTERTAINMENT LLC – Other Services | $850.00 |
| 12777056 | 1521 | UNITED REFRIGERATION INC. – Materials/Supplies | $4,446.05 |
| 12777057 | 1554 | SONIA VELO – Reimburse-Mileage | $47.32 |
| 12777058 | 21 | VISALIA ADVENTURE PARK – Jefferson, JFK Field Trips | $7,086.00 |

**Total Amount of All Warrants:** $156,326.68

13 Hanford Elementary School District

# Credit Card Register For Payments
## Dated 05/16/2025



5/16/2025 7:30:17AM

| Document Number | Vendor Number | Vendor Name | Amount |
|---|---|---|---|
| 14041572 | 3599 | 4IMPRINT INC – Materials/Supplies | $3,667.36 |
| 14041573 | 6625 | COSCO FIRE PROTECTION – Services/Repair | $1,143.11 |
| 14041574 | 2103 | EDGEWOOD PRESS – Materials/Supplies | $770.86 |
| 14041575 | 509 | EWING IRRIGATION PRODUCTS – Materials/Supplies | $1,355.83 |
| 14041576 | 5987 | FIRSTBOOK – Books | $558.79 |
| 14041577 | 7836 | FOLLETT CONTENT SOLUTIONS LLC – Books | $1,490.57 |
| 14041578 | 1111 | J W PEPPER & SON INC – Books | $1,898.77 |
| 14041579 | 5280 | J&E RESTAURANT SUPPLY INC – Equipment | $31,612.67 |
| 14041580 | 831 | LAKESHORE LEARNING MATERIALS – Warehouse iNventory | $746.60 |
| 14041581 | 1121 | PERMA-BOUND – Books | $2,267.76 |
| 14041582 | 1147 | POSITIVE PROMOTIONS – Materials/Supplies | $1,710.03 |
| 14041583 | 1313 | SCHOLASTIC TEACHERS STORE – Books, Materials/Supplies | $5,541.06 |
| 14041584 | 1350 | SIGN WORKS – Materials/Supplies | $1,444.74 |
| 14041585 | 1466 | TERMINIX COMMERCIAL – Services | $495.20 |

**Total Amount of All Credit Card Payments:** $54,703.35

# Hanford Elementary School District
## *Minutes of the Regular Board Meeting*
## *May 14, 2025*

Minutes of the Regular Board Meeting of the Hanford Elementary School District Board of Trustees on May 14, 2025, at the District Office Board Room, 714 N. White Street, Hanford, CA.

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

**HESD Managers Present** Joy C. Gabler, Superintendent, and the following administrators were present: Kristina Baldwin, Lindsey Calvillo, David Endo, Cristy Goins, David Goldsmith, Lindsay Hastings, Robert Heugly, Jaime Martinez, Daniel Pierotte, Jennifer Pitkin, Cynthia Pursell, Jill Rubalcava, Cruz Sanchez-Leal, and Jay Strickland.

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

- Student Discipline (EC 48918)
- Personnel: Conference with Labor Negotiators (GC 54957.6) and Public Employee Discipline/Dismissal/Release (GC 54957)

**Open Session** Trustees returned to open session at 6:05 p.m.

**Case #25-10** Trustee Hernandez moved to accept the Findings of Facts and expel Case #25-10 for the remainder of the 2024-2025 school year and the first semester of the 2025-2026 school year for violation of Education Code 48900 and/or 48915 as determined by the Administrative Panel at hearings held on May 12, 2025. Parents may apply for readmission on or after June 6, 2025. If readmission is granted, student may return to regular school in probationary status on a Behavior Conditions Plan through December 19, 2025. Trustee Garner seconded; motion carried 5-0:

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

**Personnel** During closed session, the Board adopted Resolution #32-25 pursuant to Education Code section 45113 and authorized the District Superintendent or her designee to notify a probationary classified employee of release effective May 16, 2025. The motion carried by a vote of 5 to 0.

**PRESENTATION, REPORTS AND COMMUNICATIONS**

**Public Comments** Mike Mendoza, a community member, shared a story that was told to him while he worked for the District. A young teacher had shared an experience about a student who wore his shoes on the wrong feet. When she pointed it out, the student explained that he did it to see who would notice. Mr. Mendoza emphasized that

everything we do in life has an impact. He stated that he believes the District made the right choice in hiring Miranda Mendoza-Robinson.

**Board and Staff Comments**

Joy Gabler, Superintendent, introduced and congratulated Miranda Mendoza-Robinson, who will be the new principal at Roosevelt Elementary. She has served the District for several years as both a teacher and Learning Director.

Miranda Mendoza-Robinson shared that this is a full-circle moment for her, as she was once a kindergarten student in the Hanford Elementary School District. She expressed her gratitude for the opportunity and stated that she hopes to make everyone proud.

Vice President Garner stated that he attended the track meet and wanted to recognize and thank the District Administrative team that supported the event in the rain. He said it was an amazing experience, and the students had a day to remember.

**Dates to Remember**

President Garcia reviewed dates to remember: Employee Recognition – May 21st; Minimum Day (Jr High Only); Minimum Day – May 23rd; Holiday-Memorial Day – May 26th; Regular Board Meeting – May 28th.

**CONSENT ITEMS**

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

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

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

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

The items approved are as follows:

a) Warrant listings dated April 16, 2025; April 22, 2025; April 23, 2025; April 25, 2025 and May 2, 2025.
b) Minutes of the Regular Board Meeting held on April 23, 2025.
c) Interdistrict transfers as recommended.
d) Donation:
   - 5 bicycles from Kings County Deputy Sheriff's Office to Martin Luther King Jr. Elementary.
   - $1,000.00 from Washington Parent Teacher Club to cover cost of Yearbooks.

Vice-President Garner thanked Kings County Deputy Sheriff's Office and Washington Parent Teacher Club for donations.

**INFORMATION ITEMS**

**2024-25 District/Board Goals**

a) Joy Gabler, Superintendent, presented for information a review of the 2024-2025 District/Board Goals. She shared a PowerPoint presentation reviewing the District's five goals that align with the eight state priorities and the District's 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.

**District's Initial Proposal**

b) Jaime Martinez, Assistant Superintendent, presented for information District's initial proposal to California School Employees Association (CSEA) for 2025-2026 amendments to the 2023-2026 Collective Bargaining Agreement between Hanford Elementary School District (HESD) and CSEA (reopened articles).

**CSEA's Initial Proposal**

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

**BP/AR 6159**

d) Dr. Cruz Sanchez-Leal, Director of Special Services, presented for information the revised Board Policy and Administrative Regulation 6159 – Individualized Education Program.

**BP/AR 6159.2**

e) Dr. Cruz Sanchez-Leal, Director of Special Services, presented for information the revised Board Policy and Administrative Regulation 6159.2 – Nonpublic, Nonsectarian School and Agency Services for Special Education.

**BP/AR/E 1312.2**

f) Jill Rubalcava, Assistant Superintendent for Curriculum, presented for information the revised Board Policy, Administrative Regulation and Exhibit 1312.2 – Complaints Concerning Instructional Materials.

**BP 6142.93**

g) Jill Rubalcava, Assistant Superintendent for Curriculum, presented for information the revised Board Policy 6142.93 – Science Instruction.

**BP 6142.94**

h) Jill Rubalcava, Assistant Superintendent for Curriculum, presented for information the revised Board Policy 6142.94 – History-Social Science Instruction.

**BP 6170.1** i) Jill Rubalcava, Assistant Superintendent for Curriculum, presented for information the revised Board Policy 6170.1 – Transitional Kindergarten.

**BP/AR 6174** j) Jill Rubalcava, Assistant Superintendent for Curriculum, presented for information the revised Board Policy and Administrative Regulation 6174 – Education for English Learners.

**BOARD POLICIES AND ADMINISTRATION**

**Resolution #31-25** a) Trustee Garner made a motion to adopt Resolution #31-25: Regarding Absent Board Member Compensation – L. Hernandez. Trustee Strickland seconded; motion carried 5-0:
Garcia – Yes
Garner – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes

**Kings Cultural Center** b) Trustee Garner made a motion to approve a consultant contract with Kings Cultural Center, Sophia Medina, to provide Folklorico dance instruction to students in the summer program. Trustee Hernandez seconded; motion carried 5-0:
Garcia – Yes
Garner – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes

**TCOE/Migrant Program** c) Trustee Strickland made a motion to approve Memorandum of Understanding to continue to work with Tulare County Office of Education/Migrant Program Region VIII "Model B district". Trustee Garner seconded; motion carried 5-0:
Garcia – Yes
Garner – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes

**Resolution #30-25** d) Trustee Garner made a motion to approve Board Resolution #30-25: Approving the move to School Employees Trust–Tulare County JPA (SET-TC) effective October 1, 2025. Trustee Hernandez seconded; motion carried 5-0:
Garcia – Yes
Garner – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes

**2024-25 Prop 28** e) Trustee Revious made a motion to approve the 2024-2025 Prop 28 Annual Report. Trustee Garner seconded; motion carried 5-0:
Garcia – Yes

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

**2024-25 Prop 28 (Arts & Music)**

f) Trustee Revious made a motion to approve the 2024-2025 Prop 28 School Plans – Arts & Music. Trustee Hernandez seconded; motion carried 5-0:
Garcia – Yes
Garner – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes

**Richard Rose Jr.**

g) Trustee Garner made a motion to approve bus driver instructional services provided by Richard Rose Jr. Trustee Hernandez seconded; motion carried 5-0:
Garcia – Yes
Garner – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes

**Sourcewell Contract**

h) Trustee Strickland made a motion to approve Sourcewell contract #101520-FMP – Factory Motor Parts/Factory OEM Parts. Trustee Revious seconded; motion carried 5-0:
Garcia – Yes
Garner – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes

**Change Order #2**

i) Trustee Revious made a motion to approve Change Order 2, COR 4 - Monroe New TK & Kinder Project. Trustee Garner seconded; motion carried 5-0:
Garcia – Yes
Garner – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes

**Telecommunications Towers**

j) Trustee Strickland made a motion to approve amendment of ground lease for Telecommunications Towers with Kings County Office of Education. Trustee Hernandez seconded; motion carried 5-0:
Garcia – Yes
Garner – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes

**Surplus Items**

k) Trustee Strickland made a motion to declare items surplus. Trustee Hernandez seconded; motion carried 5-0:

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

**BP/AR 3311**

l) Trustee Hernandez made a motion to approve revised Board Policy and Administrative Regulation 3311 – Bids. Trustee Revious seconded; motion carried 5-0:
Garcia – Yes
Garner – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes

**BP/AR 3311.1**

m) Trustee Revious made a motion to approve revised Board Policy and Administrative Regulation 3311.1 – Uniform Public Construction Cost Accounting Procedures. Trustee Garner seconded; motion carried 5-0:
Garcia – Yes
Garner – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes

**BP/AR 6142.8**

n) Trustee Garner made a motion to approve revised Board Policy and new Administrative Regulation – 6142.8 Comprehensive Health Education. Trustee Strickland seconded; motion carried 5-0:
Garcia – Yes
Garner – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes

**PERSONNEL**

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

Trustee Strickland then made a motion to approve Personnel items "a" through "f". Trustee Revious 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

- Summer Barrios, Teacher, Probationary, effective 8/7/25
- Carl Carrizales, Physical Education Teacher, Probationary, effective 8/7/25
- Victor Castrejon, Teacher, Probationary, effective 8/7/25
- Samantha Coons, Teacher, Probationary, effective 8/7/25
- Bruna Correia, Teacher, Probationary, effective 8/7/25
- Adrianna Luna, Teacher, Probationary, effective 8/7/25

Classified

- Dakota Corona, Yard Supervisor – 1.5 hrs., Washington, effective 4/22/25
- Gina Jundt, Special Education Aide – 5.0 hrs., Roosevelt, effective 4/22/25

Classified Temps/Subs

- Linda Danley, Coach, effective 4/22/25
- Jacqueline Martinez, Substitute Bilingual Clerk Typist II, Translator: Oral Interpreter and Translator: Written Translator, effective 4/22/25
- Jaydy Valencia-Perez, Substitute Bilingual Clerk Typist II, Translator: Oral Interpreter and Translator: Written Translator, effective 4/10/25

Admin Transfer

- Galen Dominguez, from Custodian II – 8.0 hrs., Monroe/King, to Custodian II – 8.0 hrs., Monroe, effective 4/22/25

Short Term Classified

- Linda Danley, Short-Term Coach – 1.0 hr., Simas, effective 4/22/25-5/29/25
- Melissa Tolano, Short-Term Yard Supervisor – 2.0 hrs., Monroe, effective 4/22/25-6/6/25

More Hours/Days

- Priscilla Ruvalcaba, from Yard Supervisor – 2.75 hrs., Simas, to Yard Supervisor – 3.5 hrs., Simas effective 3/24/25
- Yolanda Solorio Lopez, from Yard Supervisor – 2.75 hrs., Lincoln, to Yard Supervisor – 3.25 hrs., Lincoln, effective 4/22/25

Temporary Out of Class Assignment

- Mayra Rodriguez Delgado, from Food Service Worker I – 3.0 hrs., Hamilton, to Food Service Utility Worker – 3.5 hrs., Food Services, effective 4/23/25-6/6/25

*Item "b" – Certificated Short Term Employment – SUMMER PROGRAMS*

**Special Education Extended School Year:**

King Elementary School
June 12, 2025, June 13, 2025, 4 hours/day for Preparation
June 16, 2025 – July 11, 2025, 5 hours/day for Instruction
(no school June 19, 2025 & July 4, 2025)

- Virginia Tamez, SDC Teacher
- Shelby McWells, SDC Teacher
- Tianna Sandoval, SDC Teacher
- Sara Alexander, SDC Teacher

**Nursing Services for Summer Programs:**

King Elementary School
June 10, 2025 – July 18, 2025, 8 hours/day for Assignment
(no school June 19, 2025 & July 4, 2025)

- Leann Williamson, June 10-13, June 30-July 4 (no school July 4, 2025), July 14-18

- Aguilar, Juana
- Arnold, Carson
- Baldwin, Scott
- Castaneda, Catherine
- Coz, Kathryn
- Cruse, Katelyn
- Cunha, Melissa
- de leon, Gabriel
- Doyel, Jacquelyn
- Flores, Rose
- Foster, Crystal
- Gomez, Vanessa
- Gonzalez, Eric
- Gonzalez, Eva
- Graham, Joann
- Griffin, Cori
- Grillias, Nicholas
- Haney, Jewelie
- Hawkins, Angel
- Lastiri, Emily
- Lewis, Cynthia
- Loewen, Shannon
- Martin, Zachary
- Mayfield, Kelley
- McWells, Shelby
- Medina, Christina
- Moran, Madison
- Moreno, Anna
- Munro, Megan
- Nabayan, Melissa
- Ortega, Janell
- Ortiz, Neyda
- Porras, John
- Porras, Maria
- Ramirez, Alicia
- Richmond, Jaimie
- Romero, Mariah
- Rosales, Maria
- Schultze, Caitlyn
- Silva, Virginia
- Smart, Tommy
- Stowe, Cindy
- Sippel, Kathryn
- Strickland, Kylie
- Tafolla, Mario
- Thompson, Emily
- Thompson-Pedro, Sherrie
- Vasquez, Oswaldo
- Vasquez, Roberta
- Vega, Isabel
- Vidana, Ashlyn
- Williams, Frederick
- Yrigollen, Griselda
- Zaragoza, Mario
- Cara Cummings, June 23-27 (no school June 19, 2025), July 7-11
- Kelsey Campbell, June 10-June 20 (no school June 19, 2025)

**Specialists for Summer Programs:**

King Elementary School
June 16, 2025 – July 18, 2025, 8 hours/day for Assignment
(no school June 19, 2025 & July 4, 2025)

- Laura Long, Psychologist, June 16-July 18 (no school June 19, 2025 and July 4, 2025)
- Phoua Xiong, Counselor, June 16-July 18 (no school June 19, 2025 and July 4, 2025)
- Carmen Alvarez Vargas, Social Worker, June 16-June 27 (no school June 19, 2025), July 14-18
- Angelica Garcia, Social Worker, June 30-July 11 (no school July 4, 2025)

**Administrators for Summer Programs:**

Junior High (West Hills College, Lemoore)

- Cristy Goins, June 13, 2025-June 26, 2025, 9 hours/day (no school June 19, 2025)

King Elementary School

- Cynthia Pursell, June 16-July 4, 7.5 hours/day (no school July 4, 2025)
- Javier Espindola, July 7-18, 7.5 hours/day
- Sang Xiong, June 16-July 18, 7.5 hours/day (no school June 19, 2025 & July 4, 2025)

**Elementary Summer Program:**

King Elementary School
June 13, 2025 – 4.5 hours/day for Preparation
June 16, 2025 – July 18, 2025, 4.5 hours/day for Instruction
(no school June 19, 2025 & July 4, 2025)
Teachers are assigned in one or more of the date ranges above:

**Summer Program Teachers:**

Junior High (West Hills College, Lemoore)
June 13, 2025, up to 2 hours for Preparation

June 16-20, 2025 (no school June 19, 2025), 8 hours/day for Instruction
June 23-26, 2025, 8 hours/day for Instruction

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

***Item "c" – Promotions***

Certificated Management

- Miranda Mendoza-Robinson, from Learning Director – 8.0 hrs., Roosevelt, to Principal – 8.0 hrs., Roosevelt, effective 7/28/25

Classified

- Steven Rivera-Perez, from Food Service Utility Worker – 3.5 hrs., Food Services, to Custodian II – 8.0 hrs., Monroe/King, effective 4/22/25

***Item "d" – Resignations***

Certificated Management

- Ramiro Flores, Principal, Roosevelt, effective 6/13/25

Certificated

- Jasmine MacDonald, Teacher, Lincoln, effective 6/6/25
- Jody Melton Patton, Teacher, Wilson, effective 6/6/25

Classified

- Marissa Gonzales, Educational Tutor, K-8 – 4.5 hrs., Simas, effective 5/2/25
- Diana Romero, Special Circumstance Aide – 5.75 hrs., Simas, effective 6/6/25
- Hannie Sewell, Custodian II – 8.0 hrs., Hamilton, effective 5/20/25
- Maddison Tomey, READY Program Tutor – 4.5 hrs., Hamilton, effective 5/5/25

***Item "e" – Sacramento California State University***

Consider approval of an Agreement between California State University, Sacramento and Hanford Elementary School District

- Authorize and enter into a Memorandum of Understanding between Hanford Elementary School District and California State University, Sacramento for the placement of student teachers and interns for a period of five (5) years.

***Item "f" – Volunteers***

| Name | School |
|---|---|
| Nelly Cayeros | Hamilton |
| Vanessa Banuelos | Jefferson |
| Lisa Martins | Jefferson |
| Michelle Weber | Jefferson |
| Omar Naranjo | King |
| Alyssa Yrigollen | Lincoln |
| Heidi Cochran | Monroe |
| Veronica Estrella | Richmond |
| Mia Cooper (HESD EE) | Washington |

**FINANCIAL**

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

a) Trustee Revious made a motion to approve Kings County Treasurer's Quarterly Compliance Report ending on March 31, 2025, with an interest rate of 3.6285%. Trustee Hernandez seconded; the motion carried 5-0:
   Garcia – Yes
   Garner – Yes
   Hernandez – Yes
   Revious – Yes
   Strickland – Yes

**Certification of Signature**

b) Trustee Revious made a motion to approve the updated Certification of Signatures reflecting the addition of Daniel Pierotte, Director of Facilities and Operation. Trustee Hernandez seconded; the motion carried 5-0:
   Garcia – Yes
   Garner – Yes
   Hernandez – Yes
   Revious – Yes
   Strickland – Yes

**Brigaid LLC**

c) Trustee Strickland made a motion to approve the extension of the Culinary Consultant proposal from Brigaid LLC. Trustee Revious seconded; the motion carried 5-0:
   Garcia – Yes
   Garner – Yes
   Hernandez – Yes
   Revious – Yes
   Strickland – Yes

**Adjournment**

There being no further business, President Garcia adjourned the meeting at 7:22 p.m.

Respectfully submitted,

Joy C. Gabler,
Secretary to the Board of Trustees

Approved: _____ _____
Robert 'Bobby' Garcia, President Lupe Hernandez, Clerk

HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Joy C. Gabler

FROM: Javier Espindola

DATE: May 7, 2025

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: May 28, 2025

**ITEM:** Donation of $2,561.99 from Jefferson Parent Teacher Club to Jefferson Academy.

**PURPOSE:** To be used to cover study trip costs, cultural events, and science presentation.

**FISCAL IMPACT:** Increase of $2,561.99 to Jefferson Budget as follows:

| | |
|---|---|
| 0100-1100-0-1110-1000-430000-021-0000 | $199.49 |
| 0100-1100-0-1110-1000-571020-021-0000 | $1,038.00 |
| 0100-1100-0-1110-1000-580000-021-0000 | $1,324.50 |

**RECOMMENDATIONS:** Accept Donation

HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Joy C. Gabler

FROM: Javier Espindola

DATE: May 14, 2025

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: May 28, 2025

**ITEM:** Donation of $9.70 from Box Tops for Education to Jefferson School.

**PURPOSE:** To be used to rewards for students.

**FISCAL IMPACT:** Increase of $9.70 to Jefferson Budget as follows:

0100-1100-0-1110-1000-430000-021-0000 $9.70

**RECOMMENDATIONS:** Accept Donation

HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Joy Gabler

FROM: Kelly Bekedam

DATE: 5/10/2025

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 5/28/2025

**ITEM:** Consider approval of MLK PTC donation of $2000.00 to the MLK general budget printing account line.

**PURPOSE:** To help with the rising costs of printing yearbooks in the 24-25 SY.

**FISCAL IMPACT:** 0100-1100-0-1110-1000-571030-022-0000

**RECOMMENDATIONS:** Approve donation.

HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Joy C. Gabler

FROM: David Endo

DATE: 05/19/2025

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☒ Information
☐ Action

Date you wish to have your item considered: 05/28/2025

**ITEM:**
Receive for information monthly financial reports for the period of 07/01/2024-04/30/2025.

**PURPOSE:**
Attached are financial summaries for all of the District's funds for the period of 07/01/2024-04/30/2025.

**FISCAL IMPACT:**
The financial reports are informational only.

**RECOMMENDATIONS:**
Receive the monthly financial reports.

13 Hanford Elementary School District
Fiscal Year: 2025
Requested by dendo

# Fiscal Position Report

April 2025

5/7/2025 2:41:57PM

Fund: 0100 General Fund

| | | April Amount | YTD Amount | Revised Budget | % of Budget | % Remain |
|---|---|---|---|---|---|---|
| **BEGINNING BALANCE** | | | | | | |
| Net Beginning Balance | 9791-9795 | | $54,620,284.29 | $54,620,284.29 | | |
| **REVENUES** | | | | | | |
| 1) LCFF Sources | 8010-8099 | $5,285,245.00 | $62,972,148.05 | $76,931,896.00 | 81.85 | 18.15 |
| 2) Federal Revenues | 8100-8299 | $5,110.81 | $7,547,683.61 | $7,821,683.65 | 96.50 | 3.50 |
| 3) Other State Revenues | 8300-8599 | ($341,282.00) | $14,840,225.14 | $16,952,112.29 | 87.54 | 12.46 |
| 4) Other Local Revenues | 8600-8799 | $939,714.43 | $5,222,490.14 | $6,236,923.27 | 83.74 | 16.26 |
| **5) Total, Revenues** | | **$5,888,788.24** | **$90,582,546.94** | **$107,942,615.21** | **83.92** | **16.08** |
| **EXPENDITURES** | | | | | | |
| 1) Certificated Salaries | 1000-1999 | $3,656,587.95 | $32,878,180.79 | $40,283,284.44 | 81.62 | 18.38 |
| 2) Classified Salaries | 2000-2999 | $1,393,005.98 | $13,608,353.84 | $16,708,816.70 | 81.44 | 18.56 |
| 3) Employee Benefits | 3000-3999 | $2,901,433.57 | $19,743,308.39 | $27,893,912.33 | 70.78 | 29.22 |
| 4) Books and Supplies | 4000-4999 | $391,679.94 | $4,639,219.47 | $6,332,803.64 | 73.26 | 26.74 |
| 5) Services, Oth Oper Exp | 5000-5999 | $464,011.61 | $5,520,367.62 | $8,143,539.25 | 67.79 | 32.21 |
| 6) Capital Outlay | 6000-6999 | $143,575.77 | $2,060,042.21 | $5,609,097.50 | 36.73 | 63.27 |
| 7) Other Outgo(excl. 7300`s) | 7100-7499 | $84,595.00 | $1,114,119.99 | $3,756,331.59 | 29.66 | 70.34 |
| 8) Direct/Indirect Support | 7300-7399 | $0.00 | $0.00 | ($100,000.00) | 0.00 | 100.00 |
| **9) Total Expenditures** | | **$9,034,889.82** | **$79,563,592.31** | **$108,627,785.45** | **73.24** | **26.76** |
| **OTHER FINANCING SOURCES/USES** | | | | | | |
| 1) Transfers | | | | | | |
| A) Transfers In | 8910-8929 | $0.00 | $800,000.00 | $800,000.00 | 100.00 | 0.00 |
| B) Transfers Out | 7610-7629 | $0.00 | $301,759.00 | $301,759.00 | 100.00 | 0.00 |
| 2) Other Sources/Uses | | | | | | |
| A) Sources | 8930-8979 | $0.00 | $605,710.60 | $605,710.60 | 100.00 | 0.00 |
| 3) Contributions | 8980-8999 | $0.00 | $0.00 | $0.00 | 0.00 | 100.00 |
| **4) Total, Other Financing Sources/Uses** | | **$0.00** | **$1,103,951.60** | **$1,103,951.60** | **100.00** | **0.00** |
| **NET INCREASE (DECREASE) IN FUND BALANCE** | | **($3,146,101.58)** | **$12,122,906.23** | **$418,781.36** | | |
| **ENDING FUND BALANCE** | | | **$66,743,190.52** | **$55,039,065.65** | | |

13 Hanford Elementary School District
Fiscal Year: 2025
Requested by dendo

# Fiscal Position Report

April 2025

5/7/2025 2:41:57PM

Fund: 0800 Student Activity Special Revenue Fund

| | | April Amount | YTD Amount | Revised Budget | % of Budget | % Remain |
|---|---|---|---|---|---|---|
| **BEGINNING BALANCE** | | | | | | |
| Net Beginning Balance | 9791-9795 | | $25,365.81 | $25,365.81 | | |
| **NET INCREASE (DECREASE) IN FUND BALANCE** | | **$0.00** | **$0.00** | **$0.00** | | |
| **ENDING FUND BALANCE** | | | **$25,365.81** | **$25,365.81** | | |

13 Hanford Elementary School District
Fiscal Year: 2025
Requested by dendo

# Fiscal Position Report

April 2025

5/7/2025 2:41:57PM

Fund: 0900 Charter Schools Fund

| | | April Amount | YTD Amount | Revised Budget | % of Budget | % Remain |
|---|---|---|---|---|---|---|
| **BEGINNING BALANCE** | | | | | | |
| Net Beginning Balance | 9791-9795 | | $63.44 | $63.44 | | |
| **NET INCREASE (DECREASE) IN FUND BALANCE** | | **$0.00** | **$0.00** | **$0.00** | | |
| **ENDING FUND BALANCE** | | | **$63.44** | **$63.44** | | |

13 Hanford Elementary School District
Fiscal Year: 2025
Requested by dendo

# Fiscal Position Report

April 2025

5/7/2025 2:41:57PM

Fund: 1300 Cafeteria Fund

| | | April Amount | YTD Amount | Revised Budget | % of Budget | % Remain |
|---|---|---|---|---|---|---|
| **BEGINNING BALANCE** | | | | | | |
| Net Beginning Balance | 9791-9795 | | $4,445,781.13 | $4,445,781.13 | | |
| **REVENUES** | | | | | | |
| 2) Federal Revenues | 8100-8299 | $372,336.90 | $2,499,733.19 | $3,922,297.00 | 63.73 | 36.27 |
| 3) Other State Revenues | 8300-8599 | $104,752.29 | $707,693.80 | $1,275,407.00 | 55.49 | 44.51 |
| 4) Other Local Revenues | 8600-8799 | $41,797.22 | $135,878.70 | $172,153.00 | 78.93 | 21.07 |
| **5) Total, Revenues** | | **$518,886.41** | **$3,343,305.69** | **$5,369,857.00** | **62.26** | **37.74** |
| **EXPENDITURES** | | | | | | |
| 2) Classified Salaries | 2000-2999 | $128,956.33 | $1,192,740.19 | $1,516,414.00 | 78.66 | 21.34 |
| 3) Employee Benefits | 3000-3999 | $57,000.49 | $494,308.17 | $631,000.00 | 78.34 | 21.66 |
| 4) Books and Supplies | 4000-4999 | $178,637.14 | $1,691,192.26 | $2,552,088.21 | 66.27 | 33.73 |
| 5) Services, Oth Oper Exp | 5000-5999 | $20,947.14 | $80,749.79 | $167,142.00 | 48.31 | 51.69 |
| 6) Capital Outlay | 6000-6999 | $0.00 | $0.00 | $228,000.00 | 0.00 | 100.00 |
| 8) Direct/Indirect Support | 7300-7399 | $0.00 | $0.00 | $100,000.00 | 0.00 | 100.00 |
| **9) Total Expenditures** | | **$385,541.10** | **$3,458,990.41** | **$5,194,644.21** | **66.59** | **33.41** |
| **NET INCREASE (DECREASE) IN FUND BALANCE** | | **$133,345.31** | **($115,684.72)** | **$175,212.79** | | |
| **ENDING FUND BALANCE** | | | **$4,330,096.41** | **$4,620,993.92** | | |

13 Hanford Elementary School District
Fiscal Year: 2025
Requested by dendo

# Fiscal Position Report

April 2025

5/7/2025 2:41:57PM

Fund: 1400 Deferred Maintenance Fund

| | | April Amount | YTD Amount | Revised Budget | % of Budget | % Remain |
|---|---|---|---|---|---|---|
| **BEGINNING BALANCE** | | | | | | |
| Net Beginning Balance | 9791-9795 | | $232,523.66 | $232,523.66 | | |
| **REVENUES** | | | | | | |
| 1) LCFF Sources | 8010-8099 | $0.00 | $300,000.00 | $300,000.00 | 100.00 | 0.00 |
| 4) Other Local Revenues | 8600-8799 | $2,448.27 | $8,140.45 | $6,825.00 | 119.27 | (19.27) |
| **5) Total, Revenues** | | **$2,448.27** | **$308,140.45** | **$306,825.00** | **100.43** | **(0.43)** |
| **EXPENDITURES** | | | | | | |
| 5) Services, Oth Oper Exp | 5000-5999 | $0.00 | $92,019.95 | $320,250.52 | 28.73 | 71.27 |
| 6) Capital Outlay | 6000-6999 | $0.00 | $176,327.04 | $185,300.00 | 95.16 | 4.84 |
| **9) Total Expenditures** | | **$0.00** | **$268,346.99** | **$505,550.52** | **53.08** | **46.92** |
| **NET INCREASE (DECREASE) IN FUND BALANCE** | | **$2,448.27** | **$39,793.46** | **($198,725.52)** | | |
| **ENDING FUND BALANCE** | | | **$272,317.12** | **$33,798.14** | | |

13 Hanford Elementary School District
Fiscal Year: 2025
Requested by dendo

# Fiscal Position Report

April 2025

5/7/2025 2:41:57PM

Fund: 1500 Pupil Transportation Equip

| | | April Amount | YTD Amount | Revised Budget | % of Budget | % Remain |
|---|---|---|---|---|---|---|
| **BEGINNING BALANCE** | | | | | | |
| Net Beginning Balance | 9791-9795 | | $475,593.10 | $475,593.10 | | |
| **REVENUES** | | | | | | |
| 4) Other Local Revenues | 8600-8799 | $2,963.99 | $9,998.09 | $14,000.00 | 71.41 | 28.59 |
| **5) Total, Revenues** | | **$2,963.99** | **$9,998.09** | **$14,000.00** | **71.41** | **28.59** |
| **EXPENDITURES** | | | | | | |
| 6) Capital Outlay | 6000-6999 | $0.00 | $258,380.59 | $321,763.99 | 80.30 | 19.70 |
| **9) Total Expenditures** | | **$0.00** | **$258,380.59** | **$321,763.99** | **80.30** | **19.70** |
| **OTHER FINANCING SOURCES/USES** | | | | | | |
| 1) Transfers | | | | | | |
| A) Transfers In | 8910-8929 | $0.00 | $100,000.00 | $100,000.00 | 100.00 | 0.00 |
| **4) Total, Other Financing Sources/Uses** | | **$0.00** | **$100,000.00** | **$100,000.00** | **100.00** | **0.00** |
| **NET INCREASE (DECREASE) IN FUND BALANCE** | | **$2,963.99** | **($148,382.50)** | **($207,763.99)** | | |
| **ENDING FUND BALANCE** | | | **$327,210.60** | **$267,829.11** | | |

13 Hanford Elementary School District
Fiscal Year: 2025
Requested by dendo

# Fiscal Position Report

April 2025

5/7/2025 2:41:57PM

Fund: 2000 SPECIAL RESERVE FUND FOR OTHER F

| | | April Amount | YTD Amount | Revised Budget | % of Budget | % Remain |
|---|---|---|---|---|---|---|
| **BEGINNING BALANCE** | | | | | | |
| Net Beginning Balance | 9791-9795 | | $14,428,373.42 | $14,428,373.42 | | |
| **REVENUES** | | | | | | |
| 4) Other Local Revenues | 8600-8799 | $133,250.85 | $373,311.67 | $500,000.00 | 74.66 | 25.34 |
| **5) Total, Revenues** | | **$133,250.85** | **$373,311.67** | **$500,000.00** | **74.66** | **25.34** |
| **OTHER FINANCING SOURCES/USES** | | | | | | |
| 1) Transfers | | | | | | |
| A) Transfers In | 8910-8929 | $0.00 | $201,759.00 | $201,759.00 | 100.00 | 0.00 |
| B) Transfers Out | 7610-7629 | $0.00 | $800,000.00 | $800,000.00 | 100.00 | 0.00 |
| **4) Total, Other Financing Sources/Uses** | | **$0.00** | **($598,241.00)** | **($598,241.00)** | **100.00** | **0.00** |
| **NET INCREASE (DECREASE) IN FUND BALANCE** | | **$133,250.85** | **($224,929.33)** | **($98,241.00)** | | |
| **ENDING FUND BALANCE** | | | **$14,203,444.09** | **$14,330,132.42** | | |

13 Hanford Elementary School District
Fiscal Year: 2025
Requested by dendo

# Fiscal Position Report

April 2025

5/7/2025 2:41:57PM

Fund: 2140 Building Funds - Local 4

| | | April Amount | YTD Amount | Revised Budget | % of Budget | % Remain |
|---|---|---|---|---|---|---|
| **REVENUES** | | | | | | |
| 4) Other Local Revenues | 8600-8799 | $0.00 | $0.00 | $70,000.00 | 0.00 | 100.00 |
| **5) Total, Revenues** | | **$0.00** | **$0.00** | **$70,000.00** | **0.00** | **100.00** |
| **EXPENDITURES** | | | | | | |
| 5) Services, Oth Oper Exp | 5000-5999 | $0.00 | $0.00 | $225,000.00 | 0.00 | 100.00 |
| **9) Total Expenditures** | | **$0.00** | **$0.00** | **$225,000.00** | **0.00** | **100.00** |
| **OTHER FINANCING SOURCES/USES** | | | | | | |
| 1) Transfers | | | | | | |
| B) Transfers Out | 7610-7629 | $0.00 | $0.00 | $400,000.00 | 0.00 | 100.00 |
| 2) Other Sources/Uses | | | | | | |
| A) Sources | 8930-8979 | $0.00 | $0.00 | $7,925,000.00 | 0.00 | 100.00 |
| **4) Total, Other Financing Sources/Uses** | | **$0.00** | **$0.00** | **$7,525,000.00** | **0.00** | **100.00** |
| **NET INCREASE (DECREASE) IN FUND BALANCE** | | **$0.00** | **$0.00** | **$7,370,000.00** | | |
| **ENDING FUND BALANCE** | | | **$0.00** | **$7,370,000.00** | | |

13 Hanford Elementary School District
Fiscal Year: 2025
Requested by dendo

# Fiscal Position Report

April 2025

5/7/2025 2:41:57PM

Fund: 2500 CapitalFacilities Fund

| | | April Amount | YTD Amount | Revised Budget | % of Budget | % Remain |
|---|---|---|---|---|---|---|
| **BEGINNING BALANCE** | | | | | | |
| Net Beginning Balance | 9791-9795 | | $2,296,680.84 | $2,296,680.84 | | |
| **REVENUES** | | | | | | |
| 4) Other Local Revenues | 8600-8799 | $222,683.27 | $1,252,424.90 | $750,000.00 | 166.99 | (66.99) |
| **5) Total, Revenues** | | **$222,683.27** | **$1,252,424.90** | **$750,000.00** | **166.99** | **(66.99)** |
| **EXPENDITURES** | | | | | | |
| 5) Services, Oth Oper Exp | 5000-5999 | $0.00 | $59,485.00 | $80,000.00 | 74.36 | 25.64 |
| 6) Capital Outlay | 6000-6999 | $0.00 | $0.00 | $0.00 | 0.00 | 100.00 |
| **9) Total Expenditures** | | **$0.00** | **$59,485.00** | **$80,000.00** | **74.36** | **25.64** |
| **OTHER FINANCING SOURCES/USES** | | | | | | |
| 1) Transfers | | | | | | |
| B) Transfers Out | 7610-7629 | $0.00 | $1,300,000.00 | $788,128.94 | 164.95 | (64.95) |
| **4) Total, Other Financing Sources/Uses** | | **$0.00** | **($1,300,000.00)** | **($788,128.94)** | **164.95** | **(64.95)** |
| **NET INCREASE (DECREASE) IN FUND BALANCE** | | **$222,683.27** | **($107,060.10)** | **($118,128.94)** | | |
| **ENDING FUND BALANCE** | | | **$2,189,620.74** | **$2,178,551.90** | | |

13 Hanford Elementary School District
Fiscal Year: 2025
Requested by dendo

# Fiscal Position Report

April 2025

5/7/2025 2:41:57PM

Fund: 3500 SCHOOL FACILITY PROGRAM

| | | April Amount | YTD Amount | Revised Budget | % of Budget | % Remain |
|---|---|---|---|---|---|---|
| **BEGINNING BALANCE** | | | | | | |
| Net Beginning Balance | 9791-9795 | | $4,747,489.93 | $4,747,489.93 | | |
| **REVENUES** | | | | | | |
| 3) Other State Revenues | 8300-8599 | $0.00 | $0.00 | $3,360,231.00 | 0.00 | 100.00 |
| 4) Other Local Revenues | 8600-8799 | $29,154.41 | $110,036.62 | $70,000.00 | 157.20 | (57.20) |
| **5) Total, Revenues** | | **$29,154.41** | **$110,036.62** | **$3,430,231.00** | **3.21** | **96.79** |
| **EXPENDITURES** | | | | | | |
| 5) Services, Oth Oper Exp | 5000-5999 | $0.00 | $0.00 | $0.00 | 0.00 | 100.00 |
| 6) Capital Outlay | 6000-6999 | $860,967.47 | $6,048,315.40 | $9,415,581.70 | 64.24 | 35.76 |
| **9) Total Expenditures** | | **$860,967.47** | **$6,048,315.40** | **$9,415,581.70** | **64.24** | **35.76** |
| **OTHER FINANCING SOURCES/USES** | | | | | | |
| 1) Transfers | | | | | | |
| A) Transfers In | 8910-8929 | $0.00 | $3,700,000.00 | $12,274,758.35 | 30.14 | 69.86 |
| 3) Contributions | 8980-8999 | $0.00 | $0.00 | $0.00 | 0.00 | 100.00 |
| **4) Total, Other Financing Sources/Uses** | | **$0.00** | **$3,700,000.00** | **$12,274,758.35** | **30.14** | **69.86** |
| **NET INCREASE (DECREASE) IN FUND BALANCE** | | **($831,813.06)** | **($2,238,278.78)** | **$6,289,407.65** | | |
| **ENDING FUND BALANCE** | | | **$2,509,211.15** | **$11,036,897.58** | | |

13 Hanford Elementary School District
Fiscal Year: 2025
Requested by dendo

# Fiscal Position Report

April 2025

5/7/2025 2:41:57PM

Fund: 4000 Special Reserve - Capital Outlay

| | | April Amount | YTD Amount | Revised Budget | % of Budget | % Remain |
|---|---|---|---|---|---|---|
| **BEGINNING BALANCE** | | | | | | |
| Net Beginning Balance | 9791-9795 | | $10,996,629.41 | $10,996,629.41 | | |
| **REVENUES** | | | | | | |
| 4) Other Local Revenues | 8600-8799 | $93,840.99 | $275,445.85 | $300,000.00 | 91.82 | 8.18 |
| **5) Total, Revenues** | | **$93,840.99** | **$275,445.85** | **$300,000.00** | **91.82** | **8.18** |
| **EXPENDITURES** | | | | | | |
| 6) Capital Outlay | 6000-6999 | $0.00 | $103,580.32 | $103,580.32 | 100.00 | 0.00 |
| **9) Total Expenditures** | | **$0.00** | **$103,580.32** | **$103,580.32** | **100.00** | **0.00** |
| **OTHER FINANCING SOURCES/USES** | | | | | | |
| 1) Transfers | | | | | | |
| A) Transfers In | 8910-8929 | $0.00 | $0.00 | $0.00 | 0.00 | 100.00 |
| B) Transfers Out | 7610-7629 | $0.00 | $2,400,000.00 | $11,086,629.41 | 21.65 | 78.35 |
| 3) Contributions | 8980-8999 | $0.00 | $0.00 | $0.00 | 0.00 | 100.00 |
| **4) Total, Other Financing Sources/Uses** | | **$0.00** | **($2,400,000.00)** | **($11,086,629.41)** | **21.65** | **78.35** |
| **NET INCREASE (DECREASE) IN FUND BALANCE** | | **$93,840.99** | **($2,228,134.47)** | **($10,890,209.73)** | | |
| **ENDING FUND BALANCE** | | | **$8,768,494.94** | **$106,419.68** | | |

13 Hanford Elementary School District
Fiscal Year: 2025
Requested by dendo

# Fiscal Position Report

April 2025

5/7/2025 2:41:57PM

Fund: 6720 Self-Insurance/Other

| | | April Amount | YTD Amount | Revised Budget | % of Budget | % Remain |
|---|---|---|---|---|---|---|
| **BEGINNING BALANCE** | | | | | | |
| Net Beginning Balance | 9791-9795 | | $962,944.61 | $962,944.61 | | |
| **REVENUES** | | | | | | |
| 4) Other Local Revenues | 8600-8799 | $12,676.99 | $604,101.70 | $867,200.00 | 69.66 | 30.34 |
| **5) Total, Revenues** | | **$12,676.99** | **$604,101.70** | **$867,200.00** | **69.66** | **30.34** |
| **EXPENDITURES** | | | | | | |
| 5) Services, Oth Oper Exp | 5000-5999 | $70,003.11 | $594,121.56 | $820,000.00 | 72.45 | 27.55 |
| **9) Total Expenditures** | | **$70,003.11** | **$594,121.56** | **$820,000.00** | **72.45** | **27.55** |
| **NET INCREASE (DECREASE) IN FUND BALANCE** | | **($57,326.12)** | **$9,980.14** | **$47,200.00** | | |
| **ENDING FUND BALANCE** | | | **$972,924.75** | **$1,010,144.61** | | |

HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Board of Trustees

FROM: Joy C. Gabler

DATE: 05/15/25

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☒ Information
☐ Action

Date you wish to have your item considered: 05/28/25

**ITEM:** Receive for information revisions to Board Policy & Administrative Regulation:

- 1340 Access to District Records

**PURPOSE:** The revision to the Board Policy is updated to delete material related to the copying of public records, as it is more appropriately placed in, and therefore moved to, the accompanying Administrative Regulation.

The revision to the Administrative Regulation is updated to add that the regulation is a non-exhaustive list of records that may be defined as either public or confidential. Additionally, regulation updated to clarify that (1) the public may have access to public records unless otherwise exempt from disclosure, and (2) it is after initial proposals of exclusive employee representatives and of the district are presented at a district Governing Board meeting that they are a public record. In addition, regulation updated to include that executed contracts for the purchase of goods or services, even if the contract contains provisions specifying that the contract is confidential or a proprietary record of the vendor, is a public record. Regulation also updated to require that confidential home addresses, telephone numbers, or birth dates of employees may only be disclosed in the limited circumstances listed in the regulation, and to reflect **NEW LAW (AB 1785, 2024)** which prohibits districts from publicly posting online the home address, telephone number, or both the name and assessor parcel number associated with the home address of any elected or appointed official without first obtaining the written permission of that individual. Additionally, regulation updated to clarify that unless otherwise authorized or required by law, information regarding an individual's citizenship or immigration status shall not be disclosed. In addition, regulation updated to reflect **NEW LAW (SB 1034, 2024)** which adds, as an unusual circumstance which would permit the district to extend its response to a California Public Records Act request, to include the need to search for, collect, and appropriately examine records during a state of emergency when the state of emergency currently affects the district's ability to timely respond to staffing shortages or closure of facilities where the requested records are located. Regulation also updated to clarify that if a portion of a requested record is exempt from disclosure, only the non-exempt portion of the record is available for inspection and that the record's exempt material is required to be redacted prior to disclosure. Additionally, regulation reorganized for clarity and to keep related content together.

**FISCAL IMPACT:** None

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

ADM-018
8/04

## Policy 1340: Access To District Records

**Status:** ADOPTED

**Original Adopted Date:** 05/16/2001 | **Last Revised Date:** 06/13/2018 | **Last Reviewed Date:** 06/13/2018

The Board of Trustees recognizes the right of ~~citizens~~ members of the public to have access to public records of the district. The ~~Board intends the~~ district ~~to~~shall provide any person reasonable access to the public records of the schools and district during normal business hours and within the requirements of law. Public access shall not be given to records listed as exempt from public disclosure in the California Public Records Act and other state or federal law.

In response to a public records request, the Superintendent or designee shall make reasonable efforts to locate the requested records, including, but not limited to, any electronic communication substantively related to the records, such as email, text messages, instant messages, and other electronic communications, regardless of whether they are transmitted through a district-provided device or account or through an employee's or Board member's personal device or account.

The district may charge for copies of public records or other materials requested by individuals or groups~~. The charge shall be based on actual costs of duplication, as determined by the Superintendent or designee~~, in accordance with law and as specified in the accompanying administrative regulation.

In order to help maintain the security of district records, members of the public granted access shall examine records in the presence of a district staff member.

## Regulation 1340: Access To District Records

**Status:** ADOPTED

**Original Adopted Date:** 05/16/2001 | **Last Revised Date:** 12/18/2019 | **Last Reviewed Date:** 12/18/2019

~~Definitions~~
This administrative regulation is a non-exhaustive list of records that may be defined as either public or exempt and/or confidential. Other records which fall into these definitions may exist and may be identified in the future.

**Definitions**

*Public records* include any writing containing information relating to the conduct of the district's business prepared, owned, used, or retained by the district regardless of physical form or characteristics. (Government Code ~~6252~~7920.530)

*Writing* means any handwriting, typewriting, printing, photostating, photographing, photocopying, transmitting by electronic mail or facsimile, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols or combinations thereof, and any record thereby created, regardless of the manner in which the record has been stored. (Government Code ~~6252~~7920.545)

*Member of the public* means any person, except a member, agent, officer, or employee of the district or a federal, state, or other local agency acting within the scope of such membership, agency, office, or employment. (Government Code ~~6252~~7920.515)

**Public Records**

~~Public~~
Unless otherwise exempt from disclosure, public records to which members of the public shall have access include, but are not limited to:

1. Proposed and approved district budgets and annual audits (Education Code 41020, 42103)
2. Statistical compilations
3. Reports and memoranda
4. Notices and bulletins
5. Minutes of public meetings (Education Code 35145)
6. Meeting agendas (Government Code 54957.5)

7. Official communications between the district and other government agencies

8. District and school plans, and the information and data relevant to the development and evaluation of such plans, unless otherwise prohibited by law

9. Initial proposals of exclusive employee representatives and of the district, once presented at a district Governing Board meeting (Government Code 3547)

10. Records pertaining to claims and litigation against the district which have been adjudicated or settled (Government Code ~~6254, 6254.25)~~7927.200, 7927.205)

11. Statements of economic interests required by the Conflict of Interest Code (Government Code 81008)

12. Documents containing names, salaries, and pension benefits of district employees

13. Employment contracts and settlement agreements (Government Code 53262)

14. Instructional materials including, but not limited to, textbooks (Education Code 49091.10)

15. Executed contracts for the purchase of goods or services, even if the contract contains provisions specifying that the contract is confidential or a proprietary record of the vendor (Government Code 7928.801)

Access to public records of the district shall be granted to Board ~~of Trustees~~ members on the same basis as any other member of the public. When Board members are authorized to access public records in the administration of their duties, the Superintendent or designee shall not discriminate among any of the Board members as to which record, or portion of the record, will be made available, or when it will be made available. ~~(Government Code 6252.5, 6252.7)~~

(Government Code 7921.305, 7921.310)

**Exempt and Confidential Public Records**

Records exempt from disclosure under the California Public Records Act (CPRA) include, but are not limited to: ~~When disclosing to a member of the public any record that contains personal information, including, but not limited to, an employee's home address, home telephone number, social security number, personal cell phone number, or birth date, the Superintendent or designee shall ensure that such personal information is redacted from that record. (Government Code 6254.29, 6254.3)~~

~~**Confidential Public Records**~~

~~Unless otherwise authorized or required by law, information regarding an individual's citizenship or immigration status or religious beliefs, practices, or affiliation shall not be disclosed to federal government authorities. (Education Code 234.7; Government Code 8310.3)~~

~~Records to which the members of the public shall not have access include, but are not limited to:~~

1. Preliminary drafts, notes, and interagency or intradistrict memoranda that are not retained by the district in the ordinary course of business, provided that the public interest in withholding these records clearly outweighs the public interest in disclosure (Government Code ~~6254~~7927.500)

2. Records specifically generated in connection with or prepared for use in litigation to which the district is a party or to respond to claims made against the district pursuant to the Tort Claims Act, until the litigation or claim has been finally adjudicated or otherwise settled, or beyond, if the records are protected by some other provision of law (Government Code ~~6254, 6254.25)~~
-7927.200, 7927.205)

3. Personnel records, medical records, or similar materials, the disclosure of which would constitute an unwarranted invasion of personal privacy (Government Code ~~6254~~7927.700)

   The home addresses, home telephone numbers, personal cell phone numbers, or birth date of employees ~~may~~shall only be disclosed as follows: (Government Code ~~6254.3~~7928.300)

   a. To an agent or a family member of the employee

   b. To an officer or employee of a state agency or another school district or county office of education when necessary for the performance of official duties

   c. To an employee organization pursuant to regulations and decisions of the Public Employment Relations Board, except that the home address and any telephone number for an employee who performs law enforcement-related functions, or the birth date of any employee, shall not be disclosed

   ~~c.~~d. Upon written request of any employee, the district shall not disclose the employee's home address, home telephone number, personal cell phone number, personal email address, or birth date, and the district shall remove ~~this information~~the home address, home telephone number, and personal cell phone number from any mailing list of the district except a list used exclusively to contact the employee~~.~~

   ~~d.~~e. To an agent or employee of a health benefit plan providing health services or administering claims for health services to district employees and their enrolled dependents, for the purpose of providing the health services or administering claims for employees and their enrolled dependents

4. The home address, telephone number, or both the name and assessor parcel number associated with the home address of any elected or appointed official posted by the district online without first obtaining the written permission of that individual (Government Code 7928.205)

~~4.~~5. Student records, except directory information and other records to the extent permitted ~~under the~~by law~~, when disclosure is authorized by law~~ and district policy (Education Code 49073, 49076; 20 USC 1232g; 34 CFR 99.1-99.8)

~~5.~~6. Test questions, scoring keys, and other examination data except as provided by law (Government Code ~~6254~~7929.605)

~~6.~~7. Without affecting the law of eminent domain, the contents of real estate appraisals or engineering or feasibility estimates and evaluations made for or by the district relative to

the acquisition of property, or to prospective public supply and construction contracts, until all of the property has been acquired or all of the contract agreement obtained (Government Code ~~6254~~7928.705)

~~7.~~8. Information required from any taxpayer in connection with the collection of local taxes that is received in confidence and the disclosure of the information to other persons would result in an unfair competitive disadvantage to the person supplying the information (Government Code ~~6254~~7925.000)

~~8.~~9. Library circulation and patron use records of a borrower or patron including, but not limited to, name, address, telephone number, email address, borrowing information, or use of library information resources, except when disclosure is to persons acting within the scope of their duties in the administration of the library~~,~~; to persons authorized in writing, by the individual to whom the records pertain, to inspect the records; or by court order (Government Code ~~6254, 6267)~~ -7927.100, 7927.105)

~~9.~~10. Records for which the disclosure is exempted or prohibited pursuant to state or federal law, including, but not limited to, provisions of the Evidence Code relating to privilege (Government Code ~~6254~~7927.705)

11. Documents prepared by or for the district to assess its vulnerability to terrorist attack or other criminal acts intended to disrupt district operations and that are for distribution or consideration in closed session (Government Code ~~6254)~~7929.200)

~~10.~~12. Information security record if disclosure of that record would reveal vulnerabilities to, or otherwise increase the potential for an attack on, an information technology system of the district (Government Code 7929.210)

~~11.~~13. Recall petitions, petitions for special elections to fill Board vacancies, or petitions for the reorganization of the school district (Government Code ~~6253.5~~7924.110)

~~12.~~14. Minutes of Board meetings held in closed session (Government Code 54957.2)

~~13.~~ Computer software developed by the district (Government Code ~~6254.9)~~

~~14.~~15. ~~Information security records, the disclosure of which would reveal vulnerabilities to, or otherwise increase potential for an attack on, the district's information technology system (Government Code 6254.19)~~7922.585)

~~15.~~16. Records that contain individually identifiable health information, including records that may be exempt pursuant to physician-patient privilege, the Confidentiality of Medical Information Act, and the Health Insurance Portability and Accountability Act (Government Code ~~6254, 6255~~7926.400, 7930.000-7930.215)

~~16.~~17. Any other records listed as exempt from public disclosure in the ~~California Public Records Act~~CPRA or other statutes

~~17.~~18. Any other records for which the district can demonstrate that, based on the particular facts of the case, the public interest served by not disclosing the record clearly

outweighs the public interest served by disclosure of the record (Government Code ~~6255~~7922.000)

When disclosing to a member of the public any record that contains personal information, including, but not limited to, an employee's home address, home telephone number, social security number, personal cell phone number, or birth date, the Superintendent or designee shall ensure that such personal information is redacted from that record. (Government Code 7922.200, 7928.300)

Unless otherwise authorized or required by law, information regarding an individual's citizenship or immigration status or religious beliefs, practices, or affiliation shall not be disclosed. (Education Code 234.7; Government Code 8310.3)

**Inspection of Records ~~and~~, Requests for Copies, and Recovery of Costs**

Any person may request a copy or inspection of any district record that is ~~open to the public and~~ not exempt from disclosure. (Government Code ~~6253~~7922.530)

Within 10 days of receiving any request to inspect or copy a district record, the Superintendent or designee shall determine whether the request seeks release of a disclosable public record in the district's possession. The Superintendent or designee shall promptly inform the person making the request of the determination and the reasons for the decision. (Government Code ~~6253~~7922.535)

In unusual circumstances, the Superintendent or designee may extend the 10-day limit for up to 14 days by providing written notice to the requester ~~and~~ setting forth the reasons for the extension and the date on which a determination is expected to be made. Unusual circumstances include the following, but only to the extent reasonably necessary to properly process the request: (Government Code ~~6253)~~7922.535)

1. The need to search for and collect the requested records from field facilities or other establishments that are separate from the office processing the request

2. The need to search for, collect, and appropriately examine a voluminous amount of separate and distinct records which are demanded in a single request

3. The need for consultation, which shall be conducted with all practicable speed, with another agency (e.g., a state agency or city) having a substantial interest in the determination of the request or among two or more components of the district (e.g., two different school sites) with substantial interest in the request

4. In the case of electronic records, the need to compile data, write programming language or a computer program, or construct a computer report to extract data

5. The need to search for, collect, and appropriately examine records during a state of emergency proclaimed by the Governor pursuant to the California Emergency Services Act in the jurisdiction where the district is located when the state of emergency currently affects, due to the state of emergency, the district's ability to timely respond to staffing

shortages or closure of facilities where the requested records are located (Government Code 8567)

If the Superintendent or designee determines that the request seeks disclosable public records, the determination shall state the estimated date and time when the records will be made available. (Government Code ~~6253~~7922.535)

Public records shall be open to inspection at all times during district office hours. ~~Any~~If a portion of the requested record(s) is exempt from disclosure, any non-exempt, reasonably segregable portion of ~~a~~the record shall be made available for inspection ~~by any person requesting the record~~ after deletion of the portions ~~that are~~ exempted by law. (Government Code ~~6253)~~7922.525)

Upon request for a copy that reasonably describes an identifiable, non-exempt record, an exact copy shall be promptly provided unless it is impracticable to do so. ~~(Government Code 6253)~~(Government Code 7922.530)

If only a portion of the identified record is exempt from disclosure, the record's exempt material shall be redacted prior to disclosure.

The Superintendent or designee shall charge an amount for copies that reflects the direct costs of duplication~~.~~ in accordance with law. Written requests to waive the fee shall be submitted to the Superintendent or designee.

Without charging any fees or costs, the Superintendent or designee shall allow members of the public to use their own equipment on district premises to photograph or otherwise copy or reproduce a disclosable record as long as the means of copy or reproduction: (Government Code 7922.530)

1. Do not require the equipment to make physical contact with the record
2. Will not result in damage to the record
3. Will not result in unauthorized access to the district's computer systems or secured networks by using software, equipment, or any other technology capable of accessing, altering, or compromising the district's electronic records

The Superintendent or designee may impose any reasonable limit on the use of personal equipment to photograph, copy, or reproduce a disclosable record that is necessary to protect the safety of the records, or to prevent the copying of records from being an unreasonable burden to the orderly function of the district and its employees. The Superintendent or designee may also impose any limit that is necessary to maintain the integrity of, or ensure the long-term preservation of, historic or high-value records. (Government Code 7922.530)

In addition to maintaining public records for public inspection during district office hours, the district may comply with public records requests by posting any public record on the district's ~~web site~~website and, in response to a public records request, directing the member of the public to the location on the ~~web site~~website where the record can be found. However, if the member of the public is unable to access or reproduce the record from the ~~web site~~website, the district shall

promptly provide an exact copy of the public record upon payment of duplication fees, if applicable, unless it is impracticable to provide an exact copy. (Government Code ~~6253~~7922.545)

If any person requests that a public record be provided in an electronic format, the district shall make that record available in any electronic format in which it holds the information. The district shall provide a copy of the electronic record in the format requested as long as the requested format is one that has been used by the district to create copies for its own use or for use by other agencies. (Government Code ~~6253.9~~7922.570)

The cost of duplicating an electronic record shall be limited to the direct cost of producing a copy of the record in electronic format.~~-~~ However, the requester shall bear the cost of producing the copy of the electronic record, including the cost to construct the record and the cost of programming and computer services necessary to produce the copy, under the following circumstances: (Government Code ~~6253.9)~~7922.575)

1. The electronic record is one that is produced only at otherwise regularly scheduled intervals~~.~~

2. The request would require data compilation, extraction, or programming to produce the record~~.~~

**Assistance in Identifying Requested Records**

If the Superintendent or designee denies a request for disclosable records, the requester shall be assisted in making a focused and effective request that reasonably describes an identifiable record. To the extent reasonable under the circumstances, the Superintendent or designee shall do all of the following: (Government Code ~~6253.1)~~7922.600)

1. Assist in identifying records and information responsive to the request or the purpose of the request, if specified

   If, after making a reasonable effort to elicit additional clarifying information from the requester to help identify the record, the Superintendent or designee is still unable to identify the information, this requirement shall be deemed satisfied.

2. Describe the information technology and physical location in which the records exist

3. Provide suggestions for overcoming any practical basis for denying access to the records or information sought

Provisions of the ~~Public Records Act~~CPRA shall not be construed so as to delay or obstruct the inspection or copying of public records. Any notification denying a request for public records shall state the name and title of each person responsible for the denial. (Government Code ~~6253)~~7922.500, 7922.540)

HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Board of Trustees

FROM: Joy C. Gabler

DATE: 05/15/25

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☒ Information
☐ Action

Date you wish to have your item considered: 05/28/25

**ITEM:** Receive for information revisions to Board Policy & Administrative Regulation:

- 3580 District Records

**PURPOSE:** The revision to the Board Policy is updated to include protection of records against damage, loss, or theft, which may be caused by cybersecurity breaches. Additionally, policy updated to require the Superintendent or designee to (1) ensure that employees receive information and training about cybersecurity, including ways to protect district records from breaches to the district's digital infrastructure, and (2) to report a cyberattack that impacts more than 500 students or personnel to the California Cybersecurity Integration Center. In addition, policy updated to clarify that if a breach in security of district records has resulted in the release of personal information that was either unencrypted, or encrypted under certain specified circumstances, the Superintendent or designee is required to notify individuals, as specified. Policy also updated to specify that records containing confidential address information of a participant in the Safe at Home program are required to be kept in a confidential location and not shared with the public.

The revision to the Administrative Regulation is updated to clarify that it is any historical inventory of equipment that is required to be a continuing record; that a student's cumulative record, if not transferred, is a continuing record until the student ceases to be enrolled in the district; and that minutes of Governing Board or Board committees are classified as permanent records, including text of rules, regulations, policies or resolutions not set forth verbatim in the minutes but included by reference only. Additionally, regulation updated to delete reference to printing and physically filing records and replace with language that all records, including electronic documents, should be organized and filed for easy retrieval based on information contained in, and the purpose of, the record.

**FISCAL IMPACT:** None

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

## Policy 3580: District Records

**Status:** ADOPTED

**Original Adopted Date:** 05/16/2001 | **Last Revised Date:** 04/26/2017 | **Last Reviewed Date:** 04/26/2017

The Board of Trustees recognizes the importance of securing and retaining district documents. The Superintendent or designee shall ensure that district records are developed, maintained, and disposed of in accordance with law, Board policy, and administrative regulation.

The Superintendent or designee shall consult with district legal counsel, site administrators, district information technology staff, personnel department staff, and others as necessary to develop a secure document management system that provides for the storage, retrieval, archiving, and destruction of district documents, including electronically stored information such as email. This document management system shall be designed to comply with state and federal laws regarding security of records, record retention and destruction, response to "litigation hold" discovery requests, and the recovery of records in the event of a disaster or emergency.

The Superintendent or designee shall ensure the confidentiality of records as required by law and shall establish regulations to safeguard data against damage, loss, or theft~~.~~

, including damage, loss, or theft which may be caused by cybersecurity breaches.

The Superintendent or designee shall ensure that employees receive information about the district's document management system, including retention and confidentiality requirements and an employee's obligations in the event of a litigation hold or California Public Records Act request established on the advice of legal counsel.

Additionally, the Superintendent or designee shall ensure that employees receive information and training about cybersecurity, including ways to protect district records from breaches to the district's digital infrastructure.

If the district discovers or is notified that a breach ~~of~~in the security of district records ~~containing unencrypted~~ has resulted in the release of personal information ~~has occurred~~, the Superintendent or designee shall notify every individual whose personal information was, or is reasonably believed to have been, acquired by an unauthorized person~~.~~, if that information was either unencrypted or encrypted under the circumstances specified in Civil Code 1798.29. "Personal information" includes, but is not limited to, a social security number, driver's license or identification card number, medical information, health insurance information, or an account number in combination with an access code or password that would permit access to a financial account. (Civil Code 1798.29)

The Superintendent or designee shall provide the notice in a timely manner either in writing or electronically, unless otherwise provided in law. The notice shall include the material specified in Civil Code 1798.29, be formatted as required, and be distributed in a timely manner, consistent with the legitimate needs of law enforcement to conduct an uncompromised investigation or any measures necessary to determine the scope of the breach and restore reasonable integrity of the data system. (Civil Code 1798.29)

If the district experiences a cyberattack that impacts more than 500 students or personnel, the Superintendent or designee shall report the cyberattack to the California Cybersecurity Integration Center. (Education Code 35266)

**Safe at Home Program**

District public records shall not include the actual addresses of students, parents/guardians, or employees when a substitute address is designated by the Secretary of State pursuant to the Safe at Home program. (Government Code 6206, 6207)

When a substitute address card is provided pursuant to this program, the confidential, actual address may be used only to establish district residency requirements for enrollment and for school emergency purposes.

Records containing a participant's confidential address information shall be kept in a confidential location and not shared with the public.

## Regulation 3580: District Records

**Status:** ADOPTED

**Original Adopted Date:** 05/16/2001 | **Last Revised Date:** 10/10/2018 | **Last Reviewed Date:** 10/10/2018

### Classification of Records

*Records* means all records, maps, books, papers, and documents of a school district required by law to be prepared or retained as necessary or convenient to the discharge of official duty. (5 CCR 16020)

Before January 1, the Superintendent or designee shall review the prior year's records and shall classify them as either a Class 1 (Permanent), Class 2 (Optional), or Class 3 (Disposable) record. (5 CCR 16022)

Records of a continuing nature (, such as documents that are active and useful for administrative, legal, fiscal, or other purposes over a period of years), shall not be classified until such usefulness has ceased. (5 CCR 16022)

An

Any historical inventory of equipment shall be a continuing record and shall not be classified until the inventory is superseded or until the equipment is removed from district ownership. (5 CCR 16022)

A student's cumulative record, if not transferred, is a continuing record until the student ceases to be enrolled in the district. (5 CCR 16022)

When an electronic or photographed copy of a Class 1 (Permanent) record has been made, the copy may be classified as Class 1 (Permanent) and the original classified as either Class 2 (Optional) or Class 3 (Disposable). However, no original record that is basic to any required audit may be destroyed prior to the second July 1st succeeding the completion of the audit. (Education Code 35254)

; 5 CCR 16022)

### Class 1 - Permanent Records

The original of each of the following records, or one exact copy of it when the original is required by law to be filed with another agency, is a Class 1 (Permanent) record and shall be retained indefinitely unless microfilmed in accordance with 5 CCR 16022: (5 CCR 16023)

1. Annual Reports

    a. Official budget

    b. Financial reports of all funds, including cafeteria and student body funds

    c. Audit of all funds

    d. Average daily attendance, including Period 1 and Period 2 reports

    e. Other major annual reports, including:

        i. Those containing information relating to property, activities, financial condition, or transactions

        ii. Those declared by Governing Board minutes to be permanent

2. Official Actions

    a. Minutes of the Board or Board committees, including the text of rules, regulations, policies, or resolutions not set forth verbatim in the minutes, but included by reference only

    b. The call for and the result of any elections called, conducted, or canvassed by the Board

    c. Records transmitted by another agency pertaining to its action with respect to district reorganization

3. Personnel Records

    Class 1 (Permanent) records include all detailed records relating to employment; assignment; amounts and dates of service rendered; termination or dismissal of an employee in any position; sick leave record; rate of compensation, salaries, or wages paid; and deductions or withholdings made and the person or agency to whom such amounts were paid.

    In lieu of the detailed records, a complete proven summary payroll record for each employee containing the same data may be classified as a Class 1 (Permanent) record and the detailed records may then be classified as Class 3 (Disposable) records.

    Information of a derogatory nature as defined in Education Code 44031 shall be retained as a Class 1 (Permanent) record only when the time for filing a grievance has passed or the document has been sustained by the grievance process.

4. Student Records

    The records of enrollment and scholarship for each student required by 5 CCR 432 and all records pertaining to any accident or injury involving a minor for which a claim for damages had been filed as required by law shall be classified as Class 1 (Permanent) records.

    These include any related policy of liability insurance, except that these records cease to be Class 1 (Permanent) records one year after the claim has been settled or the statute of limitations has expired.

5. Property Records

   Class 1 (Permanent) records include all detailed records relating to land, buildings, and equipment.

   In lieu of detailed records, a complete property ledger may be classified as a Class 1 (Permanent) record. The detailed records may then be classified as Class 3 (Disposable) records if the property ledger includes all fixed assets; an equipment inventory; and, for each piece of property, the date of acquisition, name of previous owner, a legal description, amount paid, and comparable data if the unit is disposed of.

**Class 2 - Optional Records**

Any records considered temporarily worth keeping, but which are not Class 1 records, may be classified as Class 2 (Optional) records and shall be retained until reclassified as Class 3 (Disposable) records. If, by agreement of the Board and Superintendent or designee, classification of the prior year records has not been made before January 1 as specified in 5 CCR 16022, all records of the prior year may be classified as Class 2 (Optional) records pending further review and classification within one year. (5 CCR 16024)

**Class 3 - Disposable Records**

All records not classified as Class 1 (Permanent) or as Class 2 (Optional) records shall be classified as Class 3 (Disposable) records. These include, but are not limited to, detailed records basic to audit, including those relating to attendance, average daily attendance, or business or financial transactions; detailed records used in preparing another report; teachers' registers if all information required by 5 CCR 432 is retained in other records or if the General Records pages are removed from the register and classified as Class 1 (Permanent) records; and periodic reports, including daily, weekly, and monthly reports, bulletins, and instructions. (5 CCR 16025)

All Class 3 (Disposable) records shall be destroyed during the third school year after the school year in which the records originated. In addition, Class 3 (Disposable) records shall not be destroyed until after the third school year following the completion of any legally required audit or the retention period required by any agency other than the State of California, whichever is later. A continuing record shall not be destroyed until the fourth year after it has been classified as a Class 3 (Disposable) record. (5 CCR 16026, 16027)

**Electronically Stored Information**

All electronically stored information related to the conduct of district business, including information created, saved, sent, or received on a district employee's or Board member's personal account or device, shall be saved as an electronic file to a district-provided account or device and retained in accordance with the section "Classification of Records" above. Such information includes, but is not limited to, email, text messages, ~~instant~~ messages sent via apps, computer files, and other electronic communications related to district business. ~~In addition, when appropriate, the information may~~All records, including electronic documents, should be ~~printed~~organized and ~~physically~~ filed for easy retrieval based on information contained in ~~a way that allows it to be easily retrieved when needed.~~

, and the purpose of, the record.

Employees shall be required to regularly purge their email accounts and district-issued computers, cell phones, and other communication devices of personal electronically stored information and other information unrelated to district business. The Superintendent or designee may check for appropriate use of any district-owned equipment at any time.

Any person to whom a district-owned computer, cell phone, or other electronic communication device is provided shall be notified about the district's electronic information management system and, as necessary, provided training on the effective use of the device.

HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Board of Trustees

FROM: Joy C. Gabler

DATE: 05/15/25

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☒ Information
☐ Action

Date you wish to have your item considered: 05/28/25

**ITEM:** Receive for information revisions to Board Bylaw

- 9924 Oath of Affirmation

**PURPOSE:** The revision to the Board Bylaw was done as a part of CSBA's process to review policy materials that have not recently required updating based on changes to law, regulations, new guidance, or other directives, and has been amended for precision, consistency, and accuracy. Minor changes have been made to language.

**FISCAL IMPACT:** None

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

## Bylaw 9224: Oath Or Affirmation

**Status:** ADOPTED

**Original Adopted Date:** 09/19/2001 | **Last Revised Date:** 10/15/2003 | **Last Reviewed Date:** 10/15/2003

Prior to entering upon the duties of ~~their~~the office~~,~~ a Board of Trustee member or exercising any function of a Board member, each Board member shall take the oath or affirmation required by law. (California Constitution, Article 20, Section 3~~)~~

; Government Code 1360)

The oath or affirmation may be administered and certified by a Board member, the secretary or assistant secretary to the Board, the Superintendent, ~~deputy or assistant superintendent, principal, or~~the County Superintendent of Schools, the Superintendent of Public Instruction, or any other person authorized in Education Code 60~~.~~

or Government Code 1225.

The executed oath shall be filed with the County Clerk. (Government Code 1363)

HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Board of Trustees

FROM: Joy C. Gabler

DATE: 05/15/25

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☒ Information
☐ Action

Date you wish to have your item considered: 05/28/25

**ITEM:** Receive for information revisions to Board Bylaw

- 9260 Legal Protection

**PURPOSE:** The revision to the Board Bylaw was done as a part of CSBA's process to review policy materials that have not recently required updating based on changes to law, regulations, new guidance, or other directives, and has been amended for precision, consistency, and accuracy. Minor changes have been made to language.

**FISCAL IMPACT:** None

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

## Bylaw 9260: Legal Protection

**Status:** ADOPTED

**Original Adopted Date:** 09/19/2001 | **Last Revised Date:** 11/05/2003 | **Last Reviewed Date:** 11/05/2003

### Liability Insurance

The Board of Trustees shall provide insurance necessary to protect Board members ~~and employees while acting~~from liability caused by a negligent act or omission that occurs within the scope of ~~their~~the Board member's office ~~or employment~~ in accordance with Education Code 35208.

### Protection Against Personal Liability

No Board member shall be liable for any harm caused by ~~his/her~~the Board member's negligent act or omission when acting within the scope of ~~district~~the Board member's responsibilities~~.~~, including, but not limited to, Board responsibilities as specified in Board Bylaw 9000 - Role Of The ~~act~~Board. Additionally, no Board member shall be vicariously liable for injuries caused by the district's acts or ~~omission must be in~~ omissions. (Education Code 35208; Government Code 820.9)

In addition, no Board member shall be liable for any harm caused by the Board member's act or omission if the Board member was acting within the scope of the Board member's responsibilities, made in conformity with federal, state, and local laws, and made in furtherance of an effort to control, discipline, expel or suspend a student, or maintain order or control in the classroom or school. (20 USC ~~6736)~~

~~The~~7946)

This protection against liability shall not apply when: (20 USC ~~6736)~~7946)

1. The Board member acted with willful or criminal misconduct, gross negligence, recklessness, or a conscious, flagrant indifference to the harmed person's right to safety~~.~~
2. The Board member caused harm by operating a motor vehicle
3. The Board member was not properly licensed, if required, by the State for such activities~~.~~
4. The Board member was found by a court to have violated a federal or state civil rights law~~.~~
5. The Board member was under the influence of alcohol or any drug at the time of the misconduct~~.~~
6. The misconduct constituted a crime of violence pursuant to 18 USC 16 or an act of terrorism for which the Board member has been convicted in a court~~.~~
7. The misconduct involved a sexual offense for which the Board member has been convicted in a court~~.~~

~~7.~~ Nothing in this Board bylaw is intended to protect a Board member from criminal or civil liability for injury caused by the Board member's own wrongful conduct, for certain violations of law, including the Brown Act, or for liability from the requirement to reimburse the district under certain circumstances as specified in law. (Government Code 820.9, 825, 825.6, 54959, 54960)

HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Joy Gabler

FROM: Jill Rubalcava

DATE: May 7, 2025

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: May 28, 2025

**ITEM:** Memorandum of Understanding between Kings County Office of Education and HESD

**PURPOSE:** 2025 Summer Program: To provide 23 study trips to Burris Park.

**FISCAL IMPACT:** $17,250

**RECOMMENDATIONS:** Approval

**ES-533**

# 2024-2025
# MEMORANDUM OF UNDERSTANDING

between **KINGS COUNTY OFFICE OF EDUCATION**
and **HANFORD ELEMENTARY SCHOOL DISTRICT**

Agreement for Consultative Services/Academic and Learning Support:

## Expanded Learning Opportunity Program (ELO-P)

**THIS** agreement is made and entered into by and between the Kings County Office of Education, herein after called **KCOE** and HANFORD ELEMENTARY SCHOOL DISTRICT, herein after called the **DISTRICT. DISTRICT** and **KCOE** are authorized under Education Code Sections 10400 and 10401 to enter into cooperative agreements for improvement of local education program.

**WHEREAS**, **DISTRICT** and **KCOE** desire to enter into this agreement for services, herein after called the **AGREEMENT** upon the terms, covenants, and conditions, and for the consideration as set forth below:

- The term shall be from June 16, 2025 through July 18, 2025
- If **DISTRICT** believes that **KCOE** is not performing their responsibilities, **DISTRICT** shall notify **KCOE** in writing

**KCOE will provide the following support:**

- On-site staff to provide direct services to students for up to four and a half hours per day
- Burris Park staff to communicate with **DISTRICT** on expectations
- Outdoor education enrichment for nine (9) days provided by Burris Park Outdoor Education instructor
- Purchase materials and supplies needed for all activities

**DISTRICT will provide the following support:**

- Transportation to and from Burris Park
- Snacks and/or lunch for each student
- **DISTRICT** contact for communication purposes

**THE DISTRICT:**

- Shall work with **KCOE** staff to determine the dates of service for **up to twenty-three (23) days.** Days of service are June 16-18 (4 days), June 23-27 (5 days), June 30-July 3 (4 days), July 7-11 (5 days), and July 14-18 (5 days); daily hours at Burris Park: 8:00am-11:30am
- Shall pay **KCOE** the amount **of up to $17,250.00** for services provided by **KCOE** staff
- Will be invoiced for the actual number of service days provided upon the last day of training
- Shall pay **KCOE** for any scheduled days/times, unless notice of cancellation is given one (1) business day prior. This will be charged according to the daily rate for any scheduled full or half days. If the required notice is given, an attempt will be made to replace the canceled time with another time, as agreed upon by both parties. No guarantee can be made that a replacement date will be available due to **KCOE**'s other commitments, but efforts will be made to reschedule
- May be charged a $30.00 per participant materials fee for training materials for the school year. Materials fees will be invoiced in full by the first billing period
- May be charged a planning/prep time fee needed for up to one (1) day of Professional Development. Planning and preparation time is considered a consulting activity, is billed at the consulting rate calculated at $600.00 (.5 per consulting day), and will be billed in full by the first billing period

**CONTRACT TERMS AND CONDITIONS:**

- This **AGREEMENT** is written for developing sustainability of effective reform for positive change at HANFORD ELEMENTARY SCHOOL DISTRICT
- Any changes must be submitted in writing within 30 days in advance of proposed changes and must be mutually agreed upon by both parties
- The **DISTRIC**T agrees to the terms and conditions set forth in this agreement

## KINGS COUNTY OFFICE OF EDUCATION:

_____ _____

Joy Santos, *Assistant Superintendent of Educational Services* Date

## HANFORD ELEMENTARY SCHOOL DISTRICT:

_____ _____

Joy Gabler, *Superintendent* Date

Hanford Elementary School District
**HUMAN RESOURCES DEPARTMENT**

**AGENDA REQUEST FORM**

TO: Joy C. Gabler

FROM: Jaime Martinez

DATE: May 19, 2025

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

( ) Information
(X) Action

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **May 28, 2025**

**ITEM:** Hear Public input on Hanford Elementary School District's Initial Proposal for 2025-2026 Amendments to the 2023-2026 Collective Bargaining Agreement between Hanford Elementary School District and California School Employees Association (reopened articles). The current 3-year agreement allows for re-negotiating Article 22 Health and Welfare Benefits, Article 23 Pay and Allowances and two additional Articles each.

**PURPOSE:** The District's Initial Proposal for Amendments to the 2023-2026 Collective Bargaining Agreement with CSEA was presented at the May 14, 2025, Board meeting. Comments from the public regarding the proposal are to be heard prior to Board action to adopt the proposal [ Gov. Code 3547 (b) and (c) ].

**FISCAL IMPACT:** Unknown at this time.

**RECOMMENDATION:** Hear comments from the public and accept District's Initial Proposal for contract negotiations with CSEA.

# HANFORD ELEMENTARY SCHOOL DISTRICT'S
# INITIAL PROPOSAL
# CSEA CONTRACT REOPENERS 2025-2026
## Effective July 1, 2025

**Article 17 Transfer and Reassignment**
Discuss and modify language related to transfer requests.

**Article 18: Classification, Reclassification, and Abolition of Positions**
Discuss and modify reclassification language and process.

**Article 22 Health Benefits**
Discuss the current District contribution toward Employee Health and Welfare Benefits in combination with salary schedule adjustments. Revise language to reflect change in JPA from SISC to SET TC.

**Article 23 Salary**
Discuss classified salary schedule adjustments in combination with Employee Health and Welfare benefit contributions.

Hanford Elementary School District
**HUMAN RESOURCES DEPARTMENT**

**AGENDA REQUEST FORM**

TO: Joy C. Gabler

FROM: Jaime Martinez

DATE: May 19, 2025

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

( ) Information
(X) Action

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **May 28, 2025**

**ITEM:** Hear Public input on CSEA's Initial Proposal for 2025-2026 Amendments to the 2023-2026 Collective Bargaining Agreement between Hanford Elementary School District and CSEA (reopened articles). The current 3-year agreement allows for re-negotiating Article 22 Health and Welfare Benefits, Article 23 Pay and Allowances and two additional Articles each.

**PURPOSE:** CSEA's Initial Proposal for 2025-2026 Amendments to the Collective Bargaining Agreement with HESD was presented at the May 14, 2025, Board meeting. Comments from the public regarding the proposal are to be heard prior to Board action to accept the proposal [ Gov. Code 3547 (b) and (c) ].

**FISCAL IMPACT:** Unknown at this time.

**RECOMMENDATION:** Hear comments from the public and accept CSEA's Initial Proposal for contract negotiations with HESD.

# California School Employees Association and its Hanford Elementary Chapter #344
# To the Hanford Elementary School District
# For its 2025-2026 Reopener Initial Proposal

**The California School Employees Association and its Hanford Elementary Chapter #344 submit the following Initial Proposal for the 2025-2026 Reopener Negotiations:**

## Article 12 Hours and Overtime -

Modify and Improve Language

## Article 16 Leaves –

Modify and Improve Language

## Article 22 Health and Welfare Benefits –

Modify and Improve Language to include Increasing the Cap

## Article 23 Pay and Allowances –

CSEA Requests to Modify and Improve Wages and Longevity

**ALL OTHER ARTICLES WILL BE LEFT AS STATUS QUO**

HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Joy Gabler

FROM: Jill Rubalcava

DATE: May 19, 2025

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: May 28th, 2025

**ITEM:** Curriculum Committee Recommendation to the Board to Adopt mCLASS DIBELs and mCLASS Lectura.

**PURPOSE:** To fulfill requirement as outlined in Education Code Section 53008: Universal Screening for Risk of Reading Difficulties: Yearly, beginning in the 2025–26 school year, and annually thereafter, a local educational agency serving K-2 students shall assess each student in kindergarten and grades 1 and 2 for risk os reading difficuluties, including dyslexia. State Board of Edcation (SBE) released four approved screening tools in December 2024. LEAs must adopt one of the four SBE approved screeners by June 30th, 2025. Adoption package includes required screener and accompanying professional development.

**FISCAL IMPACT:** Not to exceed $37,000

**RECOMMENDATIONS:** Approval

# HANFORD ELEMENTARY SCHOOL DISTRICT

## AGENDA REQUEST FORM

TO: Joy Gabler

FROM: Robert Heugly
DATE: May 12, 2025

For: ☒ Board Meeting
☐ Superintendent's Cabinet

For: ☐ Information
☒ Action

Date you wish to have your item considered: May 28, 2025

**ITEM:** Consider for approval, the 2024-2025 LCAP Federal Addendum Annual Update and 2025 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:**
The LCAP Federal Addendum is a requirement for approximately $2.8 million in federal Title I, II, III, and IV funding.

**Website:** The 2024-2025 LCAP Federal Addendum Annual Update and 2025 Federal Addendum, and Spending Plan for Title I, II, III, IV. can be viewed on the district's website:
https://resources.finalsite.net/images/v1747071335/hesdk12caus/jmkkzskxqybsgdsjduvy/2025FederalAddendumFederalSpendingPlanand24-25AnnualEvaluationofFederalPrograms.pdf

**RECOMMENDATION:** Consider for approval the 2024-2025 LCAP Federal Addendum Annual Update and 2025 Federal Addendum, and Spending Plan for Title I, II, III, IV.

# HANFORD ELEMENTARY SCHOOL DISTRICT

## AGENDA REQUEST FORM

TO: Joy Gabler

FROM: Robert Heugly
DATE: May 12, 2025

For: ☒ Board Meeting
☐ Superintendent's Cabinet

For: ☐ Information
☒ Action

Date you wish to have your item considered: May 28, 2025

**ITEM:** Consider for approval the 2025-2026 School Plans for Student Achievement.

**PURPOSE:** Each school has carefully and thoroughly followed the planning process. School site councils have approved the 2025-2026 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 2024-2025 school plan).

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

| School | Title I Funds | LCFF Funds | CSI Funds | Total School Plan Funds |
|---|---|---|---|---|
| Hamilton Elementary | $ 46,744 | $ 15,806 | | $ 62,550 |
| Hanford CDS | $ 1,415 | $ 445 | $ - | $ 1,860 |
| Jefferson | $ 31,947 | $ 11,192 | | $ 43,139 |
| Kennedy Jr. High | $ 56,773 | $ 19,632 | | $ 76,405 |
| King Elementary | $ 63,499 | $ 21,189 | | $ 84,688 |
| Lincoln Elementary | $ 47,612 | $ 15,968 | | $ 63,580 |
| Monroe Elementary | $ 63,686 | $ 20,825 | | $ 84,511 |
| Richmond Elementary | $ 46,917 | $ 15,604 | | $ 62,521 |
| Roosevelt Elementary | $ 57,077 | $ 18,963 | | $ 76,040 |
| Simas Elementary | $ 41,265 | $ 13,580 | | $ 54,845 |
| Washington Elementary | $ 47,556 | $ 15,806 | | $ 63,362 |
| Wilson Jr. High | $ 49,864 | $ 17,244 | | $ 67,108 |
| Total | $ 554,355 | $ 186,254 | | $ 740,609 |

**Website:** The 2025-2026 School Plans for Student Achievement can be viewed on the district's website: www.hanfordesd.org/departments/categorical-programs/school-plans-for-student-achievement-school-plans

**RECOMMENDATION:** Approve the 2025-2026 School Plans

HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Joy C. Gabler

FROM: Daniel Pierotte

DATE: May 8, 2025

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: May 28, 2025

**ITEM:** Proposal for Inspections Services for the installation of (2) Temporary Relocatable Classroom buildings at Simas Elementary School (DSA Application # 02-123365) from Stephen L. Hahn Inspection.

**PURPOSE:** To ensure compliance with stringent safety standards for all public school construction projects, the Field Act mandates that California DSA construction projects at K-12 schools must have a qualified inspector of record. The Division of the State Architect (DSA) oversees these projects and requires that a certified project inspector be on site to verify adherence to Title 24 Building Standards regulations.

**FISCAL IMPACT:** $3,000.00 per building for a total sum of $6,000.00

**RECOMMENDATIONS:** Approve proposal for Inspections Services for the installation of (2) Temporary Relocatable Classroom buildings at Simas Elementary School (DSA Application # 02-123365) from Stephen L. Hahn Inspection.

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

DSA Certified Class 1 Inspector
Certification # 4638

May 8 2025

Mr. Daniel Pierotte

Hanford Elementary School District

714 N. White Street

Hanford, Ca. 93230

RE: HESD 2 Temporary Relocatable Classrooms @ Simas ES. DSA App. # 02-123365

Inspection Services Proposal

Dear Daniel:

Thanks for this opportunity again to be of service to the District. Stephen L. Hahn Inspections proposes inspections services on the above mentioned project for a fixed fee of $3000.00 per building. Payment due upon completion or when building are occupied or work stops for 30 day, 95% of inspection fee shall be do and payable, with the balance due when complied.

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

Sincerely

Stephen L. Hahn

Stephen L. Hahn Inspections

HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Joy C. Gabler

FROM: Daniel Pierotte

DATE: May 14, 2025

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: May 28, 2025

**ITEM:** Change Order (3) BL #02, BL #03 & Addendum #2 - Monroe New TK & Kinder

**PURPOSE:**
- Item No. 1: BL #02 – Tree Removal
- Item No. 2: BL #03 – Flooring Revisions and Walk-Off Mat Additions
- Item No. 3: Addendum #2 – Utility Pole Removal

**FISCAL IMPACT:**
- Total cost of the change order: $18,791.00
- This includes $4,096.00 for Item No. 3: Addendum #2, which covers utility pole removal and underground utility work. This amount falls within the allowance specified in Section 01 2100 and was included in the original base bid.

**RECOMMENDATIONS:** Approve Change Order (3)

MANGINI

MANGINI ASSOCIATES INC.
4320 West Mineral King Avenue
Visalia, California 93291
(559) 627-0530

www.mangini.us

# CHANGE ORDER NO. 03

**TO:** Oral E. Micham Inc.
P. O. Box 745
Woodlake, CA 93286

**DATE:** April 17, 2025
**CHANGE ORDER NO.:** Three
**PROJECT NO.:** 23134

**PROJECT:** New TK Classrooms at Monroe Elementary School
Hanford Elementary School District

**THE CONTRACT IS CHANGED AS FOLLOWS:**

**See attached Exhibit "A" for Description of Work.**

TOTAL ADDS: $18,791.00

**TOTAL THIS CHANGE ORDER: $18,791.00**

**Attachments:** None

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

| | |
|---|---|
| The original Contract Sum was | $5,481,000.01 |
| Net change by previous Change Orders | $35,890.00 |
| The Contract Sum prior to this Change Order was | $5,516,890.01 |
| The Contract Sum will be changed by this Change Order | $18,791.00 |
| The new Contract Sum including this Change Order will be | $5,535,681.01 |

The Contract Time will be ~~(increased) (decreased)~~ **(unchanged) ZERO** DAYS (0) days
The Date of Completion as of the date of this Change Order therefore is ..... Nov. 1, 2025

Contractor: _____ Date: 4/22/2025
Steve Findle, Vice President
Oral E. Micham Inc.

Architect: _____ Date: 4.29.2025
J. Ryan Morrelli, Architect
Mangini Associates, Inc.

Owner: _____ Date: _____
Joy Gabler, Superintendent
Hanford Elementary School District

**CHANGE ORDER NO. 3**
**NEW TK CLASSROOMS AT MONROE ES**

# EXHIBIT "A"

**Description of Work**

**Item No. 1:** **BL #02:** Tree removal.

**ADD $10,950.00**

**Reason:** Owner Request.

**Item No. 2:** **BL #03:** Flooring revisions – walk off mat additions.

**ADD $3,745.00**

**Reason:** Owner Request.

**Item No. 3:** **BL # :** Addendum 2 – utility pole removal.

**ADD $4,096.00**

**Reason:** Owner Request.

TOTAL ADDS ..... $18,791.00
TOTAL DEDUCTS..... $0.00
**TOTAL THIS CHANGE ORDER ..... $18,791.00**

MANGINI

MANGINI ASSOCIATES INC.
4320 West Mineral King Avenue
Visalia, California 93291
(559) 627-0530

www.mangini.us

# CHANGE ORDER CO 3

**TO:** Hanford Elementary School District
Charlotte Lyles
714 N. White Street
Hanford, CA 93230

**DATE:** 4/30/2025
**Change Order NO:** CO 3
**PROJECT NO:** 23134
**VIA:** Email

Hanford Elementary School District
Daniel Pierotte
714 N. White Street
Hanford, CA 93230

**PROJECT:** New TK Classrooms at Monroe Elementary School
Hanford Elementary School District
DSA # 02-122190

Description of contents

| QTY | TITLE | NUMBER | DATE | SCALE | SIZE |
|---|---|---|---|---|---|
| 1 | CO 3.pdf | | 4/29/2025 | | |

**Remarks:** For your review and approval. Please return a signed copy for distribution.

**Julie Revels, Business Manager**
**MANGINI ASSOCIATES INC.**

MANGINI

MANGINI ASSOCIATES INC.
4320 West Mineral King Avenue
Visalia, California 93291
(559) 627-0530

www.mangini.us

# CHANGE ORDER REQUEST

# COR 5

| | | | |
|---|---|---|---|
| **TO:** | Oral E. Micham Inc.<br>Danielle Ward<br>P. O. Box 745<br>Woodlake, CA 93286 | **DATE:**<br>**COR NO:**<br>**BULLETIN NO:**<br>**PROJECT NO:**<br>**VIA:** | 4/9/2025<br>5<br><br>23134<br>Email |
| **PROJECT:** | New TK Classrooms at Monroe Elementary School<br>Hanford Elementary School District<br>DSA # 02-122190 | | |

**Description:** ADD#2 - Remove & Dispose AT&T Pole

**Attachments:**

1 Monroe - COR#5 - Add# 2 - Remove & Dispose At&T Pole - Executed_2025-04-08.pdf

**Response:**
The Owner has approved your proposed costs associated with Change Order Request #39a6baaa-8be6-4cff-b196-a5a60abea014 in the amount of with day(s) change in Contract Time.

This change will be documented in the next change order.

**Remarks:**
The Owner has approved the proposed costs associated with Change Order Request #5 in the amount of $4,096.00 with 0 day(s) change in Contract Time.

Note: Additional days are not approved at this time. We will discuss claims for extended overhead costs as the project nears completion. Claims will be reviewed in accordance with Articles 7, 8 and 15 of the General Conditions.

This change will be formally documented in the next change order.

Should you have any questions, please call.

Sincerely,

**Mike Morales, Construction Administrator**
**MANGINI ASSOCIATES INC.**

**Cc:**
Jerry Riggins (Oral E. Micham Inc.)
Rich Marsh (Oral E. Micham Inc.)
drose@hanfordesd.org ()

MANGINI

MANGINI ASSOCIATES INC.
4320 West Mineral King Avenue
Visalia, California 93291
(559) 627-0530

www.mangini.us

Stephen Hahn (Stephen Hahn)
Gerry Mulligan (Hanford Elementary School District)
flourenco@hanfordesd.org ()
ansilva@hanfordesd.org ()

MICHAM INC.
ORAL E. MICHAM INC.
CA Lic. #327785
GENERAL BUILDING CONTRACTOR
COMMERCIAL (559) 564-5010 INDUSTRIAL
P.O. Box 745 Woodlake, CA 93286
www.michaminc.com

April 4, 2025

Mangini Associates Inc.
4320 W. Mineral King. Ave.
Visalia, CA 93292

RE: New TK/K Classrooms at Monroe Elementary School
COR #05

Dear Mike,

The following cost is per Addendum #2. Please see the attached cost for the removal and disposal of AT&T. pole.

| | | | |
|---|---|---|---|
| Dunn's | | $ | 3,823.62 |
| Subtotal | | $ | 3,823.62 |
| O&P | 5.00% | $ | 191.18 |
| Subtotal | | $ | 4,014.80 |
| B. Risk, Liability, & Bond | 2.00% | $ | 80.30 |
| Subtotal | | $ | 4,095.10 |
| **Total COR #05** | | **$** | **4,096.00** |
| **Total Requested Days** | **0** | | |

Please contact our office if you have any questions

Sincerely,

Steve Tindle
Vice President
Oral E. Micham, Inc.

4.9.2025

GM

We have reviewed the proposed cost and do not take any exceptions.

Michael Morales 04.08.2025
Mike Morales, CA - MAI

**DUNN'S SAND, INC.**
303 N. BEN MADDOX WAY
VISALIA, CA 93292
PH (559) 734-5373
FAX (559)734-5375
email: mark@dunnsinc.net

DATE: April 3, 2025
Owner: Hanford Elementary
JOB: TK Class @ Monroe
PR # ?
REQUESTED BY:
Additional Day Added to Contract:
Approved By:
Date Approved:

**DESCRIPTION OF WORK:**

Remove & Dispose of AtT Pole
All utility removal & diconection to be by others

**SUBCONTRACT WORK**

| | | |
|---|---|---|
| | $ - | |
| | $ - | |
| | **TOTAL MATERIALS COST** | $ - |

**MATERIALS**

| | Units | Unit Cost | Total |
|---|---|---|---|
| Trucking Hauling Off Tree | 4 Hr | $ 185.00 | $ 740.00 |
| Dump Fee for Tree & Roots | 200 Per Ton | $ 6.00 | $ 1,200.00 |
| | | Sales Tax | |
| | | **TOTAL MATERIALS COST** | $ 1,940.00 |

**EQUIPMENT COST**

| Item | | Unit Cost | Fuel & Maint. | Subtotal | Total |
|---|---|---|---|---|---|
| Skidsteer (Bobcat 330)& Dump Truck | 0.5 Day | $ 700.00 | $ 350.00 | $ 1,050.00 | $ 525.00 |
| | | | | **TOTAL EQUIPMENT COST** | $ 525.00 |

**MOBILIZATION**

| | | | | |
|---|---|---|---|---|
| Lowbed to Mob Excavator In/Out | HR | 250 Per HR | $ - | |
| | | | **TOTAL MOBILIZATION** | $ - |

**LABOR PW**

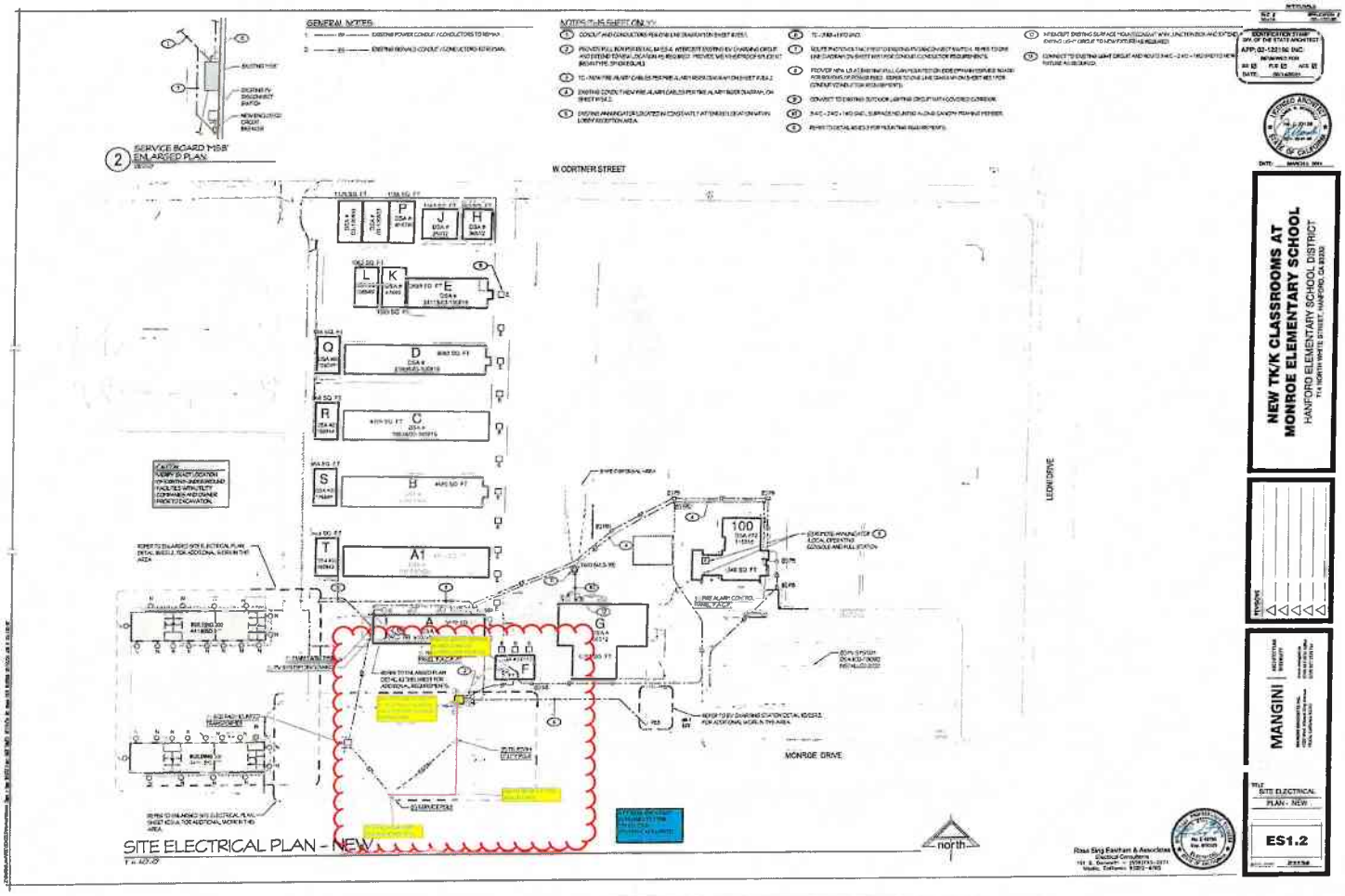
| | | | | | |
|---|---|---|---|---|---|
| Forman | | | $ 100.00 per hr. | $ - | |
| Operator | 4 | PW Operator | $ 96.78 per hr. | $ 387.12 | |
| Labor | 4 | PW Labor | $ 66.51 per hr. | $ 266.04 | |
| | | | **Labor Burden @ 31.65%** | $ 206.73 | |
| | | | | **TOTAL LABOR COST** | $ 859.89 |

**PREVAILING WAGE RATE**

| | | Base Rate | Benefits | Total |
|---|---|---|---|---|
| Operator | Area 2 Group 2 | $ 63.28 | $ 33.50 | $ 96.78 |
| Labor | Area 2 Group 2 | $ 36.35 | $ 30.16 | $ 66.51 |

| | |
|---|---|
| FICA | 6.20% |
| Medicare | 1.45% |
| FUTA | 0.80% |
| Unemployment | 6.20% |
| WC | 16.50% |
| Payroll | 0.50% |
| **Total Burden** | **31.65%** |

| | |
|---|---|
| **TOTAL PRIM COST** | $ 3,324.89 |
| **OVERHEAD @ 10%** | $ 332.49 |
| **PROFIT @ 5%** | $ 166.24 |
| **BONDING @ 1.5%** | $ - |
| **TOTAL COST** | $ 3,823.62 |


GENERAL NOTES
NOTES THIS SHEET ONLY
SERVICE BOARD 'MSB' ENLARGED PLAN
W. CORTNER STREET
LEONI DRIVE
MONROE DRIVE
north
SITE ELECTRICAL PLAN - NEW
NEW TK/K CLASSROOMS AT
MONROE ELEMENTARY SCHOOL
HANFORD ELEMENTARY SCHOOL DISTRICT
MANGINI
SITE ELECTRICAL PLAN - NEW
ES1.2

**CASH ALLOWANCES:**

.1 A cash allowance of **$44,160.00 for moisture control treatment,** as described in Section 01 2100 - Cash Allowances, is included in the Base Bid.

.2 A cash allowance of **$15,000.00 for repair of existing sprinkler irrigation system and landscaping**, as described in Section 01 2100 - Cash Allowances, is included in the Base Bid.

.3 A cash allowance of **$30,000.00 for the removal of existing utility pole and undergrounding related utility lines**, as described in Section 01 2100 - Cash Allowances, is included in the Base Bid.

**CALIFORNIA STATEWIDE CRUDE OIL PRICE INDEX:**

Compensation for price index fluctuations for copper conductors sized #2 and larger shall be adjusted based on Exhibit "A" attached to Specification Section 32 1210. The Contractor shall provide the following information to establish the baseline costs for asphalt oil:

.1 Project asphalt oil tonnage: _____

.2 California Statewide Crude Oil Price Index in effect on date of bid: _____

**CONDITIONS**

**Bid Form:**

.1 Bidder agrees that he/she has checked carefully all words and figures inserted in the Bid Form and that he/she is solely responsible for errors or omissions therein.

.2 Forms submitted with incomplete bid amounts or signature are subject to non-acceptance by Owner. Amounts shall be stated in writing and figures.

.3 Owner reserves the right to reject any or all Bids, waive any informality in any Bid, determine in his own discretion the responsibility of any Bidder, and determine which Bid is most advantageous to Owner.

**Bid Form Attachments:** Bid Form shall be accompanied the following, using forms included in the Project Manual:

.1 Bid Form
.2 Bidder's Bond
.3 Subcontractor List / DIR Information
.4 Non-Collusion Affidavit
.5 Contractor's Certificate Regarding Workers Compensation
.6 Fingerprinting Notice and Acknowledgment
.7 Sufficient Funds Declaration
.8 Acknowledgment regarding Drug Free Workplace
.9 Acknowledgment regarding Alcoholic Beverage and Tobacco-Free Campus Policy
.10 Acknowledgment regarding No Contracting with Sanctioned Entities
.11 CARB Compliance Declaration
.12 Roof Project Certification
.13 Prime Bidder Good Faith Effort Worksheet and Prime Bidder Certification of Disabled Veteran Business Enterprise Participation.

**Time for Completion:** Bidder agrees to complete all Work within **365 calendar days,** commencing with the date established in the written notice from Owner to proceed, and ending with the date of Substantial Completion.

**Substitutions:** Bidder agrees he/she has reviewed the substitution requirements of Sections 00 2110 and 01 2500 and shall comply with such requirements.

**Execution of Agreement:** Bidder agrees that if its bid or bids are accepted by Owner, Bidder will execute the Agreement Form provided and furnish the required Bonds and Insurance Certificates within 7 calendar days after date of written Notice of Award by Owner. The undersigned further agrees that in case of default in executing these documents within the time fixed, the proceeds of the check or bond, accompanying this bid, shall become the property of the Owner.

**Withdrawal of Bid:** Bidder agrees that his/her Bid may not be withdrawn for a period of **60 calendar days** after Bid Opening date.

MANGINI

MANGINI ASSOCIATES INC.
4320 West Mineral King Avenue
Visalia, California 93291
(559) 627-0530

www.mangini.us

# CHANGE ORDER REQUEST COR 6

| | | | |
|---|---|---|---|
| **TO:** | Oral E. Micham Inc.<br>Danielle Ward<br>P. O. Box 745<br>Woodlake, CA 93286 | **DATE:**<br>**COR NO:**<br>**BULLETIN NO:**<br>**PROJECT NO:**<br>**VIA:** | 4/9/2025<br>6<br><br>23134<br>Email |
| **PROJECT:** | New TK Classrooms at Monroe Elementary School<br>Hanford Elementary School District<br>DSA # 02-122190 | | |

**Description:** Bulletin 2 - Tree Removal

**Attachments:**

1 Monroe - COR#6 - Bulletin 2 - Tree Removal - Executed_2025-04-08.pdf

**Response:**
The Owner has approved your proposed costs associated with Change Order Request #c0750549-367b-492b-a99a-68f77e0eff90 in the amount of with day(s) change in Contract Time.

This change will be documented in the next change order.

**Remarks:**
The Owner has approved the proposed costs associated with Change Order Request #6 in the amount of $10,950.00 with 0 day(s) change in Contract Time.

Note: Additional days are not approved at this time. We will discuss claims for extended overhead costs as the project nears completion. Claims will be reviewed in accordance with Articles 7, 8 and 15 of the General Conditions.

This change will be formally documented in the next change order.

Should you have any questions, please call.

Sincerely,

**Mike Morales, Construction Administrator**
**MANGINI ASSOCIATES INC.**

**Cc:**
Jerry Riggins (Oral E. Micham Inc.)
Rich Marsh (Oral E. Micham Inc.)
drose@hanfordesd.org ()

MANGINI

MANGINI ASSOCIATES INC.
4320 West Mineral King Avenue
Visalia, California 93291
(559) 627-0530

www.mangini.us

Stephen Hahn (Stephen Hahn)
Gerry Mulligan (Hanford Elementary School District)
flourenco@hanfordesd.org ()
ansilva@hanfordesd.org ()

MICHAM INC.
ORAL E. MICHAM INC.
CA Lic. #327785
GENERAL BUILDING CONTRACTOR
COMMERCIAL (559) 564-5010 INDUSTRIAL
P.O. Box 745 Woodlake, CA 93286
www.michaminc.com

April 4, 2025

Mangini Associates Inc.
4320 W. Mineral King. Ave.
Visalia, CA 93292

RE: New TK/K Classrooms at Monroe Elementary School
COR #06

Dear Mike,

The following cost is per Bulletin 2. Please see the attached cost to remove and dispose of existing tree shown to remain.

| | | | |
|---|---|---|---|
| Dunn's | | $ | 10,223.24 |
| Subtotal | | $ | 10,223.24 |
| O&P | 5.00% | $ | 511.16 |
| Subtotal | | $ | 10,734.40 |
| B. Risk, Liability, & Bond | 2.00% | $ | 214.69 |
| Subtotal | | $ | 10,949.09 |
| **Total COR #06** | | **$** | **10,950.00** |
| **Total Requested Days** | **0** | | |

Please contact our office if you have any questions

Sincerely,

Steve Tindle
Vice President
Oral E. Micham, Inc.

4.9.2025

GM

We have reviewed the proposed cost and do not take any exceptions.

Michael Morales 04.08.2025
Mike Morales, CA - MAI

**DUNN'S SAND, INC.**
303 N. BEN MADDOX WAY
VISALIA, CA 93292
PH (559) 734-5373
FAX (559)734-5375
email: mark@dunnsinc.net

DATE: April 3, 2025
Owner: Hanford Elementary
JOB: TK Class @ Monroe
PR # Buletin #2
REQUESTED BY:
Additional Day Added to Contract:
Approved By:
Date Approved:

**DESCRIPTION OF WORK:**

Remove and Dispose of Existing Tree Shown to Remain
Deroot Area

**SUBCONTRACT WORK**

| | | |
|---|---|---|
| | $ | - |
| | $ | - |
| **TOTAL MATERIALS COST** | $ | - |

**MATERIALS**

| | Units | Unit Cost | Total |
|---|---|---|---|
| Trucking Hauling Off Tree | 6 Hr | $ 185.00 | $ 1,110.00 |
| Dump Fee for Tree & Roots | 34 Per Ton | $ 25.00 | $ 850.00 |
| | | Sales Tax | |
| **TOTAL MATERIALS COST** | | | $ 1,960.00 |

**EQUIPMENT COST**

| Item | | Unit Cost | Fuel & Maint. | Subtotal | Total |
|---|---|---|---|---|---|
| Excavator (88000 lb.) (PC300) | 1 Day | $ 725.00 | $ 435.00 | $ 1,160.00 | $ 1,160.00 |
| Skidsteer (Bobcat 330)& Dump Truck | 1 Day | $ 700.00 | $ 350.00 | $ 1,050.00 | $ 1,050.00 |
| **TOTAL EQUIPMENT COST** | | | | | $ 2,210.00 |

**MOBILIZATION**

| | | | | |
|---|---|---|---|---|
| Lowbed to Mob Excavator In/Out | 12 HR | 250 Per HR | $ 3,000.00 | |
| **TOTAL MOBILIZATION** | | | | $ 3,000.00 |

**LABOR PW**

| | | | | | |
|---|---|---|---|---|---|
| Forman | | $ 100.00 | per hr. | $ - | |
| Operator | 8 PW Operator | $ 96.78 | per hr. | $ 774.24 | |
| Labor | 8 PW Labor | $ 66.51 | per hr. | $ 532.08 | |
| | | **Labor Burden @** | **31.65%** | $ 413.45 | |
| **TOTAL LABOR COST** | | | | | $ 1,719.77 |

**PREVAILING WAGE RATE**

| | | Base Rate | Benefits | Total |
|---|---|---|---|---|
| Operator | Area 2 Group 2 | $ 63.28 | $ 33.50 | $ 96.78 |
| Labor | Area 2 Group 2 | $ 36.35 | $ 30.16 | $ 66.51 |

| | |
|---|---|
| FICA | 6.20% |
| Medicare | 1.45% |
| FUTA | 0.80% |
| Unemployment | 6.20% |
| WC | 16.50% |
| Payroll | 0.50% |
| **Total Burden** | **31.65%** |

| | | |
|---|---|---|
| **TOTAL PRIM COST** | $ | 8,889.77 |
| **OVERHEAD @ 10%** | $ | 888.98 |
| **PROFIT @ 5%** | $ | 444.49 |
| **BONDING @ 1.5%** | $ | - |
| **TOTAL COST** | $ | 10,223.24 |

MANGINI

MANGINI ASSOCIATES INC.
4320 West Mineral King Avenue
Visalia, California 93291
(559) 627-0530

www.mangini.us

# BULLETIN NO. 2

| | | | |
|---|---|---|---|
| **TO:** | Oral E. Micham, Inc.<br>P.O. Box 745<br>Woodlake, CA 93286 | **DATE:** | February 26, 2025 |
| | | **BULLETIN NO.:** | Two |
| | | **PROJECT NO.:** | 23134 |
| | | **DSA FILE NO.:** | 16-14 |
| **PROJECT:** | New TK Classrooms at Monroe Elementary School<br>Hanford Elementary School District | **DSA APPL. NO.:** | 02-122190 |

☐ **Supplemental Instructions:** The Work shall be carried out in accordance with the following supplementary instructions, clarifications, or interpretations issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Proceeding with the Work in accordance with these instructions indicates your acknowledgment that there will be no change in Contract Sum or Contract Time.

☒ **Proposal Request:** Submit an itemized proposal for changes in Contract Sum and/or Time for to the proposed modifications to the Contract Documents described herein. **This is not a Change Order, a Construction Change Directive, or a direction to proceed with the changes to the Work described herein.**

**BULLETIN DESCRIPTION: Tree Removal**

**Item B2.01:** Refer to Sheet SD2.

A. Demolish and dispose of existing tree originally called out to remain.

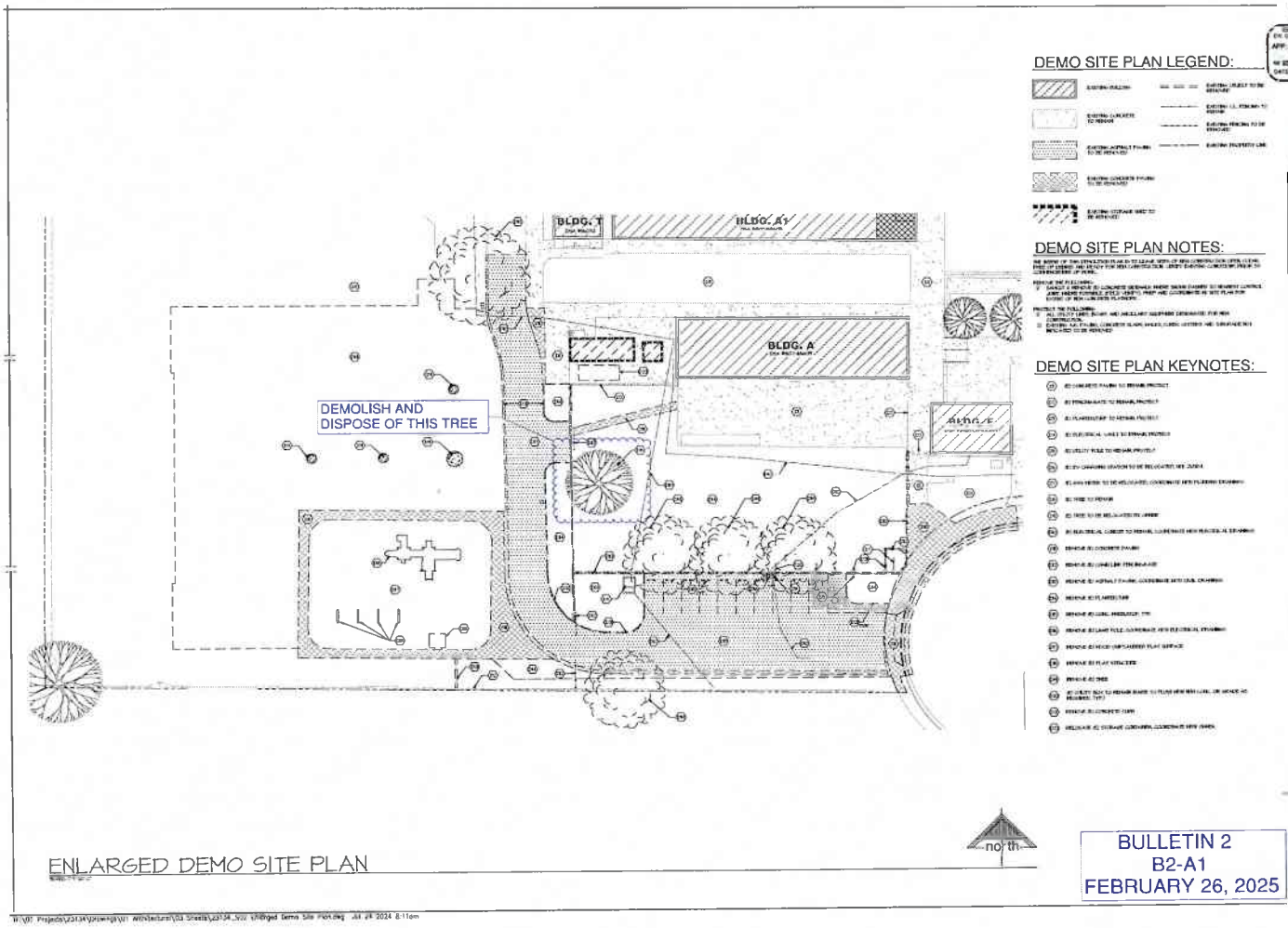
Refer to the attached document for additional information.

**ATTACHMENTS:** **B2-A1, dated February 26, 2025**

**END BULLETIN NO. 2**

**MANGINI ASSOCIATES INC.**

**By:** Mike Morales **Title:** Construction Administrator




ENLARGED DEMO SITE PLAN

BULLETIN 2
B2-A1
FEBRUARY 26, 2025

NEW TK/K CLASSROOMS AT
MONROE ELEMENTARY SCHOOL
HANFORD ELEMENTARY SCHOOL DISTRICT
714 NORTH WHITE STREET, HANFORD, CA 93230

MANGINI

SD2

W:\01 Projects\23134\pawing\01 Architecture\03 Sheets\23134_V02 Enlarged Demo Site Plan.dwg Jul 29 2024 8:11am

MICHAM INC.
ORAL E. MICHAM INC.
CA Lic. #327785
GENERAL BUILDING CONTRACTOR
COMMERCIAL (559) 564-5010 INDUSTRIAL
P.O. Box 745 Woodlake, CA 93286
www.michaminc.com

April 7, 2025

Mangini Associates Inc.
4320 W. Mineral King. Ave.
Visalia, CA 93292

RE: New TK/K Classrooms at Monroe Elementary School
COR #07

Dear Mike,

The following cost is per Bulletin 3. Please see the attached cost for the requested flooring revisions regarding the walk off mats.

| | | | |
|---|---|---|---|
| Robinson's Flooring | | $ | 3,496.00 |
| Subtotal | | $ | 3,496.00 |
| O&P | 5.00% | $ | 174.80 |
| Subtotal | | $ | 3,670.80 |
| B. Risk, Liability, & Bond | 2.00% | $ | 73.42 |
| Subtotal | | $ | 3,744.22 |
| **Total COR #07** | | **$** | **3,745.00** |
| **Total Requested Days** | **0** | | |

Please contact our office if you have any questions

Sincerely,

Steve Tindle
Vice President
Oral E. Micham, Inc.

We have reviewed the proposed cost and do not take any exceptions.

Michael Morales 04.08.2025

Mike Morales, CA - MAI

# ROBINSON'S INTERIORS EST. 1980

FRESNO: 292 W HERNDON AVENUE HANFORD: 230 N 11TH AVENUE

PHONE (559) 582-2610 . FAX (559) 582-1364 . Lic. No. 525913 . DIR #1000002954

Date: _____ From: MIKE HAILE Cell: (559) 469-3360

TO: MICHAM Project: NEW TK MONROE

ATT: RICH HANFORD

BID AS PER SPECIFICATIONS
SECTIONS

**BULLETIN 03** **OMIT LVT AT ENTRIES**

**SUPPLY MATERIALS AND LABOR**
**FOR WALK OFF MATTS AS PER SPEC**
**TOTAL ADD REFLECTS LVT OMMITED**

**TOTAL $3,496.00 ADD**

BID INCLUDES STANDARD FLOOR PREP, FLOATING OF SMALL CRACKS AND COLD JOINTS

EXCLUSIONS GRINDING OF CONCRETE, EXCESSIVE FLOOR FLOAT AND LEVELING AND/OR SHOT BLASTING
NO VAPOR EMISSIONS AND/OR ALKALINITY TESTING OR CONTROL
NO SEALING, WAXING OR BUFFING OF FLOOR
NO COVERING/PROTECTION OF FINISHED FLOOR COVERING
NO DEMO / REMOVAL OF EXSISTNG FLOORING AND MASTIC
NO REMOVAL / REINSTALLING OF FURNITURE /FURNISHING

MANGINI

MANGINI ASSOCIATES INC.
4320 West Mineral King Avenue
Visalia, California 93291
(559) 627-0530

www.mangini.us

# BULLETIN NO. 3

| | | | |
|---|---|---|---|
| **TO:** | Oral E. Micham, Inc.<br>P.O. Box 745<br>Woodlake, CA 93286 | **DATE:** | March 5, 2025 |
| | | **BULLETIN NO.:** | Three |
| | | **PROJECT NO.:** | 23134 |
| | | **DSA FILE NO.:** | 16-14 |
| **PROJECT:** | New TK Classrooms at Monroe Elementary School<br>Hanford Elementary School District | **DSA APPL. NO.:** | 02-122190 |

☒ **Supplemental Instructions:** The Work shall be carried out in accordance with the following supplementary instructions, clarifications, or interpretations issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Proceeding with the Work in accordance with these instructions indicates your acknowledgment that there will be no change in Contract Sum or Contract Time.

☐ **Proposal Request:** Submit an itemized proposal for changes in Contract Sum and/or Time for to the proposed modifications to the Contract Documents described herein. **This is not a Change Order, a Construction Change Directive, or a direction to proceed with the changes to the Work described herein.**

**BULLETIN DESCRIPTION: Flooring Revisions – Walk Off Mat Additions**

**Item B3.01:** Refer to Sheets A1 and A7.

A. Omit LVT at room entry.

B. Furnish and install walk off mats at room entry. Walk off mats shall be:
Mannington / Frixton Force #34365 – Static (5'x7' or 5'x8').

Refer to the attached document for additional information.

**ATTACHMENTS:** **B3-A1, dated March 5, 2025**
**B3-A2, dated March 5, 2025**

**END BULLETIN NO. 3**

**MANGINI ASSOCIATES INC.**

**By:** Mike Morales **Title:** Construction Administrator

APPROVALS 94

FILE # 16-14

APPLICATION # 02-122190

IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
APP: 02-122190 INC:
REVIEWED FOR
SS ☑ FLS ☑ ACS ☑
DATE: 08/14/2024

LICENSED ARCHITECT JAMES R. MONREO No. C-27128 EXP. 05-31-25 STATE OF CALIFORNIA

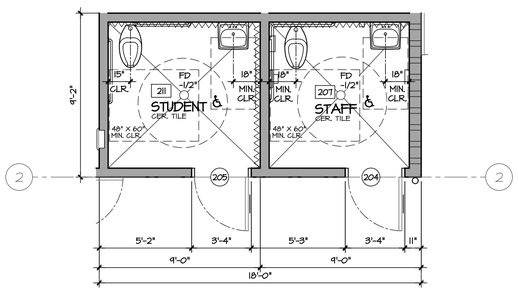
DATE: MARCH 6, 2024

## ENLARGED FLOOR PLAN NOTES

1. DIMENSIONS ARE TO FACE OF PLYWOOD OR FACE OF STUD U.O.N.
2. REFER TO ELEVATIONS AND DOOR SCHEDULE FOR ALL ROOM AND BUILDING SIGNAGES.
3. CONSTRUCT ALL WALLS PER ASSEMBLY DETAILS ON SHEET A14
4. FOR TYP. ACCESSIBLE MOUNTING HEIGHTS & REQ., SEE INTERIOR ELEVATIONS & DETAILS 16 / A19 & 17 / A19
5. FINISH ALL GYPSUM BOARD EDGES PER DETAIL 15 / A19

## ENLARGED FLOOR PLAN LEGEND

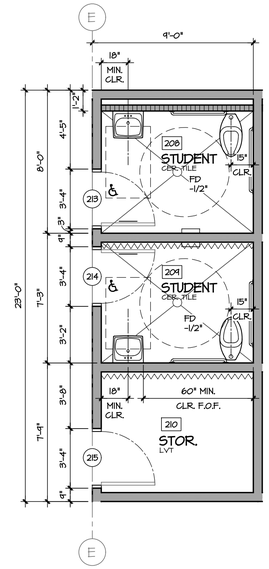
- 2 x 4 WOOD STUDS @ 16"O.C.
- 2 x 6 WOOD STUDS @ 16"O.C.
- 2 x 8 WOOD STUDS @ 16"O.C.
- SOUND ATTENUATION BATT INSULATION (FULL HGT)
- INDICATES 30"x48" CLEAR FLOOR SPACE
- INDICATES 5' DIAMETER W.C. ROTATION SPACE




north

## (2) BUILDING '200' ENLARGED FLOOR PLAN

SCALE: 1/4" = 1'-0"



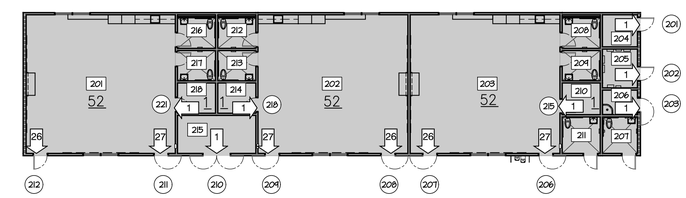

north

## (1) BUILDING '200' ENLARGED FLOOR PLAN

SCALE: 1/4" = 1'-0"

## EXIT ANALYSIS

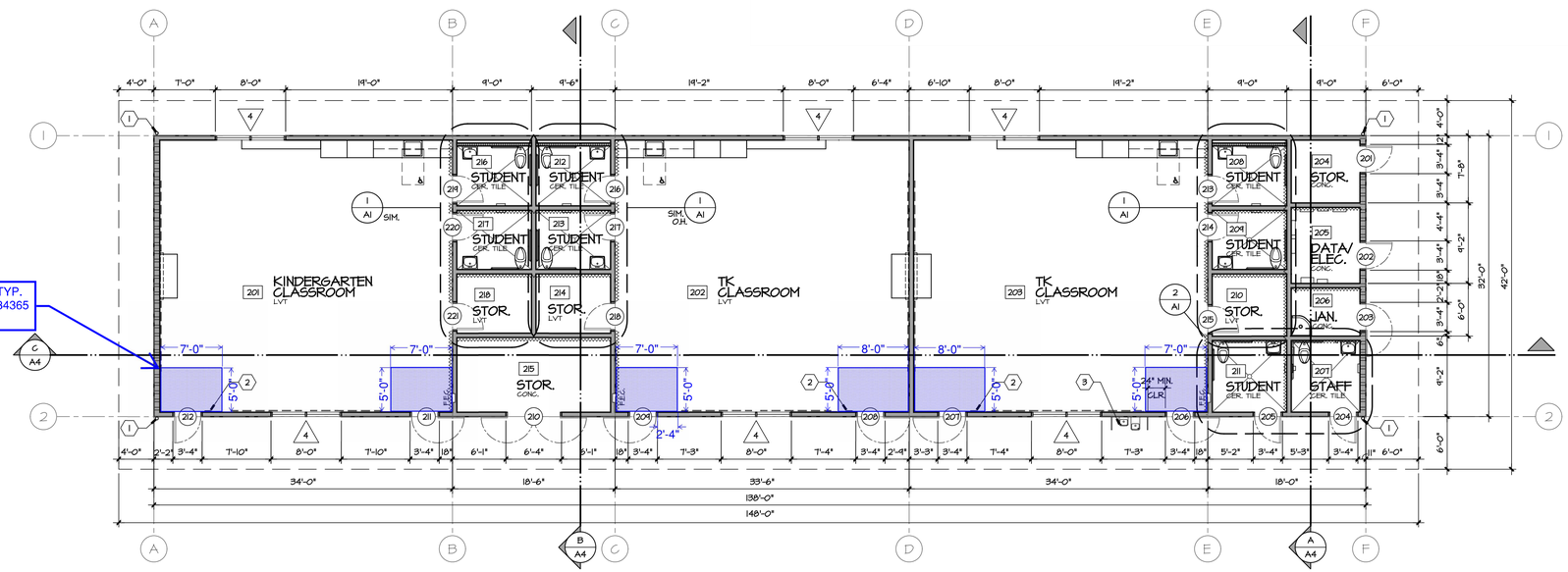
| CALCULATED OCCUPANTS OF PRIMARY SPACES WITH ACCESSORY OCCUPANTS EXITING THROUGH CBC 1004.1 | | | | | | EXITING CALCULATIONS OF SPACES | | | EGRESS WIDTH CALCULATIONS | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| BLDG. | ROOM # | NAME | AREA (SF) | SQ FT. / OCCUP. | # OCCUPANTS | TOTAL # OCCUPANTS | NUMBER OF REQUIRED EXITS CBC 1006 | NUMBER OF PROVIDED EXITS | EGRESS WIDTH PER OCCUPANT SERVED CBC 1005.1 | EXIT # | # OF OCC. THROUGH EXIT | REQ. EXIT WIDTH CALCULATION | EXIT WIDTH PROVIDED | DOOR ID # |
| BUILDING '200' | 201 | KINDERGARTEN CLASSROOM | 1,033 | 20 | 52 | 53 | 53 > 44 = 2 EXIT REQ. | 2 | .2" PER OCCUPANT | EXIT 1 & 2 | 53 / 2 = 27 | 27 x 0.20 =5.4" | 36" | 211 & 212 |
| | 202 | TK CLASSROOM | 1,038 | 20 | 52 | 53 | 53 > 44 = 2 EXIT REQ. | 2 | | EXIT 1 & 2 | 53 / 2 = 27 | 27 x 0.20 =5.4" | 36" | 208 & 209 |
| | 203 | TK CLASSROOM | 1,038 | 20 | 52 | 53 | 53 > 44 = 2 EXIT REQ. | 2 | | EXIT 1 & 2 | 53 / 2 = 27 | 27 x 0.20 =5.4" | 36" | 206 & 207 |
| | 204 | STORAGE | 56 | 300 | 1 | 1 | 1 < 44 = 1 EXIT REQ. | 1 | | EXIT 1 | 1 / 1 = 1 | 1 x 0.2" = 0.2" | 36" | 201 |
| | 205 | DATA/ELECTRICAL | 68 | 300 | 1 | 1 | 1 < 44 = 1 EXIT REQ. | 1 | | EXIT 1 | 1 / 1 = 1 | 1 x 0.2" = 0.2" | 36" | 202 |
| | 206 | JANITOR | 43 | 300 | 1 | 1 | 1 < 44 = 1 EXIT REQ. | 1 | | EXIT 1 | 1 / 1 = 1 | 1 x 0.2" = 0.2" | 36" | 203 |
| | 207 | STAFF | 64 | ACCESSORY | | | | | | | | | | |
| | 208 | STUDENT | 58 | ACCESSORY | | | | | | | | | | |
| | 209 | STUDENT | 58 | ACCESSORY | | | | | | | | | | |
| | 210 | STORAGE | 54 | 300 | 1 | 1 | 1 < 44 = 1 EXIT REQ. | 1 | | EXIT 1 | 1 / 1 = 1 | 1 x 0.2" = 0.2" | 34" | 215 |
| | 211 | STUDENT | 64 | ACCESSORY | | | | | | | | | | |
| | 212 | STUDENT | 58 | ACCESSORY | | | | | | | | | | |
| | 213 | STUDENT | 58 | ACCESSORY | | | | | | | | | | |
| | 214 | STORAGE | 56 | 300 | 1 | 1 | 1 < 44 = 1 EXIT REQ. | 1 | | EXIT 1 | 1 / 1 = 1 | 1 x 0.2" = 0.2" | 36" | 218 |
| | 215 | STORAGE | 148 | 300 | 1 | 1 | 1 < 44 = 1 EXIT REQ. | 1 | | EXIT 1 | 1 / 1 = 1 | 1 x 0.2" = 0.2" | 36" | 210 |
| | 216 | STUDENT | 58 | ACCESSORY | | | | | | | | | | |
| | 217 | STUDENT | 58 | ACCESSORY | | | | | | | | | | |
| | 218 | STORAGE | 56 | 300 | 1 | 1 | 1 < 44 = 1 EXIT REQ. | 1 | | EXIT 1 | 1 / 1 = 1 | 1 x 0.2" = 0.2" | 36" | 221 |




north

## BUILDING '200' KEY PLAN - EXIT ANALYSIS

SCALE: 1/16" = 1'-0"




## FLOOR LEGEND

- 2 x 4 WOOD STUDS @ 16" O.C.
- 2 x 6 WOOD STUDS @ 16" O.C.
- 2 x 8 WOOD STUDS @ 16" O.C.
- SOUND ATTENUATION BATT INSULATION (FULL HGT)

## FLOOR PLAN KEYNOTES

1. ROOF DRAIN DOWNSPOUT, SEE 1/A20
2. DURABLE SIGN TYPE "D". THE SIGN SHALL BE WORDED AS FOLLOWS: "THE NUMBER OF PEOPLE PERMITTED IN THIS ROOM SHALL NOT EXCEED 52 BY ORDER OF THE STATE FIRE MARSHAL." SEE DETAIL 1/A15
3. HI-LO DRINKING FOUNTAIN, SEE 21/5D5

## GENERAL FLOOR PLAN NOTES:

1. DIMENSIONS ARE TO FACE OF PLYWOOD OR FACE OF STUD U.O.N.
2. REFER TO THIS SHEET FOR EXIT ANALYSIS
3. CONSTRUCT ALL WALLS PER ASSEMBLY DETAILS ON SHEET A14
4. REFER TO ELEVATIONS AND DOOR SCHEDULE FOR ALL ROOM AND BUILDING SIGNAGES
5. FOR TYPICAL ACCESSIBLE MOUNTING HEIGHTS AND REQUIREMENTS, SEE INTERIOR ELEVATIONS AND DETAIL 16 / A19 & 17 / A19
6. FINISH ALL GYPSUM BOARD EDGES PER DETAIL 15 / A19
7. FOR FIRE EXTINGUISHERS, SEE 20 / A19
8. SOUND INSULATION & THERMAL INSULATION SHALL RUN FULL HEIGHT OF WALL.
9. FOR WALL PENETRATIONS OF PIPE OR CONDUIT, REFER TO DETAIL 14 / A19

north

## BUILDING '200' FLOOR PLAN

SCALE: 1/8" = 1'-0"

BULLETIN 3
B3-A1
MARCH 5, 2025

# NEW TK/K CLASSROOMS AT MONROE ELEMENTARY SCHOOL

HANFORD ELEMENTARY SCHOOL DISTRICT
714 NORTH WHITE STREET, HANFORD, CA 93230

REVISIONS


MANGINI ARCHITECTURE INGENUITY.
MANGINI ASSOCIATES INC.
4320 West Mineral King Avenue
Visalia, California 93291
www.mangini.us
(559) 627.1926 Fax
(559) 627.0530 Office


TITLE
BLDG. '200'
FLOOR PLAN

A1

PROJECT 23134

APPROVALS 95

FILE # 16-14

APPLICATION # 02-122190

IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
APP: 02-122190 INC:
REVIEWED FOR
SS ☑ FLS ☑ ACS ☑
DATE: 08/14/2024

LICENSED ARCHITECT
JAMES R. MORRELLI
No. C-27128
EXP. 05-31-25
STATE OF CALIFORNIA

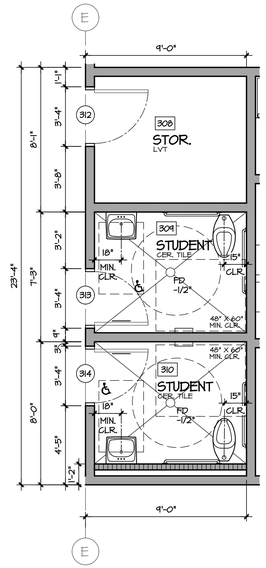
DATE: MARCH 6, 2024

## ENLARGED FLOOR PLAN NOTES

1. DIMENSIONS ARE TO FACE OF PLYWOOD WHERE OCCURS, OR FACE OF STUD U.O.N. SEE WALL ASSEMBLIES FOR PLYWOOD LOCATIONS.
2. REFER TO ELEVATIONS AND DOOR SCHEDULE FOR ALL ROOM AND BUILDING SIGNAGES.
3. CONSTRUCT ALL WALLS PER ASSEMBLY DETAILS ON SHEET A14
4. FOR TYP. ACCESSIBLE MOUNTING HEIGHTS & REQ., SEE INTERIOR ELEVATIONS & DETAILS 16 / A19 & 17 / A19
5. FINISH ALL GYPSUM BOARD EDGES PER DETAIL 15 / A19

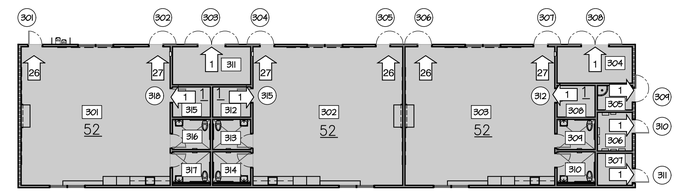
## ENLARGED FLOOR PLAN LEGEND

- 2 x 4 WOOD STUDS @ 16"O.C.
- 2 x 6 WOOD STUDS @ 16"O.C.
- 2 x 8 WOOD STUDS @ 16"O.C.
- SOUND ATTENUATION BATT INSULATION (FULL HGT)
- INDICATES 30"x48" CLEAR FLOOR SPACE
- 65'-0" INDICATES 5' DIAMETER W.C. ROTATION SPACE




## EXIT ANALYSIS

| CALCULATED OCCUPANTS OF PRIMARY SPACES WITH ACCESSORY OCCUPANTS EXITING THROUGH CBC 1004.1 | | | | | | EXITING CALCULATIONS OF SPACES | | | EGRESS WIDTH CALCULATIONS | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| BLDG. | ROOM # | NAME | AREA (SF) | SQ FT. / OCCUP. | # OCCUPANTS | TOTAL # OCCUPANTS | NUMBER OF REQUIRED EXITS CBC 1006 | NUMBER OF PROVIDED EXITS | EGRESS WIDTH PER OCCUPANT SERVED CBC 1005.1 | EXIT # | # OF OCC. THROUGH EXIT | REQ. EXIT WIDTH CALCULATION | EXIT WIDTH PROVIDED | DOOR ID # |
| BUILDING '300' | 301 | KINDERGARTEN CLASSROOM | 1,033 | 20 | 52 | 53 | 53 > 49 = 2 EXIT REQ. | 2 | .2" PER OCCUPANT | EXIT 1 & 2 | 53 / 2 = 27 | 27 x 0.20 =5.4" | 36" | 301 & 302 |
| | 302 | TK CLASSROOM | 1,038 | 20 | 52 | 53 | 53 > 49 = 2 EXIT REQ. | 2 | | EXIT 1 & 2 | 53 / 2 = 27 | 27 x 0.20 =5.4" | 36" | 304 & 305 |
| | 303 | TK CLASSROOM | 1,038 | 20 | 52 | 53 | 53 > 49 = 2 EXIT REQ. | 2 | | EXIT 1 & 2 | 53 / 2 = 27 | 27 x 0.20 =5.4" | 36" | 306 & 307 |
| | 304 | STORAGE | 137 | 300 | 1 | 1 | 1 < 49 = 1 EXIT REQ. | 1 | | EXIT 1 | 1 / 1 = 1 | 1 x 0.2" = 0.2" | 36" | 308 |
| | 305 | JANITOR | 43 | 300 | 1 | 1 | 1 < 49 = 1 EXIT REQ. | 1 | | EXIT 1 | 1 / 1 = 1 | 1 x 0.2" = 0.2" | 36" | 309 |
| | 306 | DATA/ELEC. | 66 | 300 | 1 | 1 | 1 < 49 = 1 EXIT REQ. | 1 | | EXIT 1 | 1 / 1 = 1 | 1 x 0.2" = 0.2" | 36" | 310 |
| | 307 | STORAGE | 56 | 300 | 1 | 1 | 1 < 49 = 1 EXIT REQ. | 1 | | EXIT 1 | 1 / 1 = 1 | 1 x 0.2" = 0.2" | 36" | 311 |
| | 308 | STORAGE | 54 | 300 | 1 | 1 | 1 < 49 = 1 EXIT REQ. | 1 | | EXIT 1 | 1 / 1 = 1 | 1 x 0.2" = 0.2" | 36" | 312 |
| | 309 | STUDENT | 58 | ACCESSORY | | | | | | | | | | |
| | 310 | STUDENT | 58 | ACCESSORY | | | | | | | | | | |
| | 311 | STORAGE | 148 | 300 | 1 | 1 | 1 < 49 = 1 EXIT REQ. | 1 | | EXIT 1 | 1 / 1 = 1 | 1 x 0.2" = 0.2" | 36" | 303 |
| | 312 | STORAGE | 56 | 300 | 1 | 1 | 1 < 49 = 1 EXIT REQ. | 1 | | EXIT 1 | 1 / 1 = 1 | 1 x 0.2" = 0.2" | 36" | 315 |
| | 313 | STUDENT | 58 | ACCESSORY | | | | | | | | | | |
| | 314 | STUDENT | 58 | ACCESSORY | | | | | | | | | | |
| | 315 | STORAGE | 56 | 300 | 1 | 1 | 1 < 49 = 1 EXIT REQ. | 1 | | EXIT 1 | 1 / 1 = 1 | 1 x 0.2" = 0.2" | 36" | 318 |
| | 316 | STUDENT | 58 | ACCESSORY | | | | | | | | | | |
| | 317 | STUDENT | 58 | ACCESSORY | | | | | | | | | | |




# BUILDING '300' ENLARGED FLOOR PLAN

(1) SCALE: 1/4" = 1'-0"

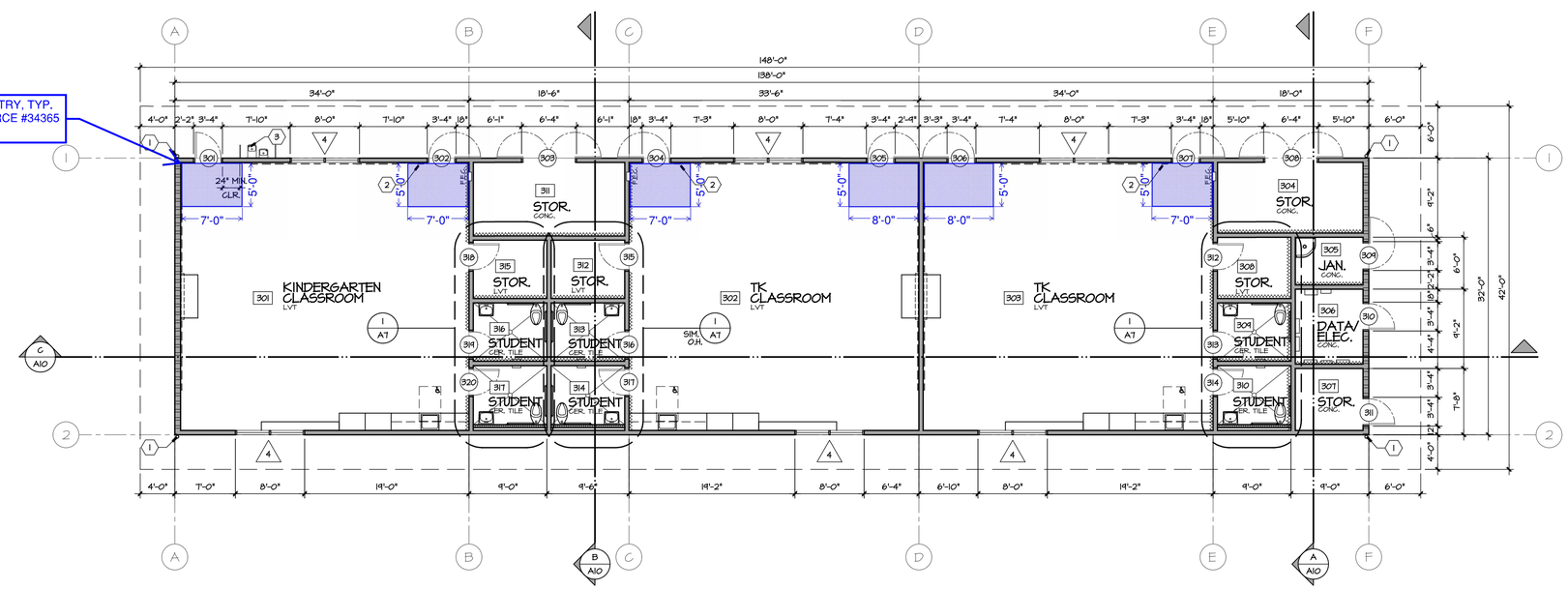
north

# BUILDING '300' KEY PLAN - EXIT ANALYSIS

SCALE: 1/16" = 1'-0"

north

WALK OFF MAT AT ROOM ENTRY, TYP. MANNINGTON / FRIXTON FORCE #34365 - STATIC (5'x7' OR 5'x8')




## FLOOR LEGEND

- 2 x 4 WOOD STUDS @ 16" O.C.
- 2 x 6 WOOD STUDS @ 16" O.C.
- 2 x 8 WOOD STUDS @ 16" O.C.
- SOUND ATTENUATION BATT INSULATION (FULL HGT)

## FLOOR PLAN KEYNOTES

1. ROOF DRAIN DOWNSPOUT, SEE 1/A20
2. DURABLE SIGN TYPE "D". THE SIGN SHALL BE WORDED AS FOLLOWS: "THE NUMBER OF PEOPLE PERMITTED IN THIS ROOM SHALL NOT EXCEED 52 BY ORDER OF THE STATE FIRE MARSHAL." SEE DETAIL 1/A15
3. HI-LO DRINKING FOUNTAIN, SEE 21/SD5

## GENERAL FLOOR PLAN NOTES:

1. DIMENSIONS ARE TO FACE OF PLYWOOD OR FACE OF STUD U.O.N.
2. REFER TO THIS SHEET FOR EXIT ANALYSIS
3. CONSTRUCT ALL WALLS PER ASSEMBLY DETAILS ON SHEET A14
4. REFER TO ELEVATIONS AND DOOR SCHEDULE FOR ALL ROOM AND BUILDING SIGNAGES
5. FOR TYPICAL ACCESSIBLE MOUNTING HEIGHTS AND REQUIREMENTS, SEE INTERIOR ELEVATIONS AND DETAIL 16 / A19 & 17 / A19
6. FINISH ALL GYPSUM BOARD EDGES PER DETAIL 15 / A19
7. FOR FIRE EXTINGUISHERS, SEE 20 / A19
8. SOUND INSULATION & THERMAL INSULATION SHALL RUN FULL HEIGHT OF WALL.
9. FOR WALL PENETRATIONS OF PIPE OR CONDUIT, REFER TO DETAIL 14 / A19

# BUILDING '300' FLOOR PLAN

SCALE: 1/8" = 1'-0"

north

BULLETIN 3
B3-A2
MARCH 5, 2025

**NEW TK/K CLASSROOMS AT MONROE ELEMENTARY SCHOOL**
HANFORD ELEMENTARY SCHOOL DISTRICT
714 NORTH WHITE STREET, HANFORD, CA 93232

REVISIONS


MANGINI ARCHITECTURE INGENUITY
MANGINI ASSOCIATES INC.
4330 West Mineral King Avenue
Visalia, California 93291
www.mangini.us
(559) 627-0530 Office
(559) 627-1926 Fax


TITLE
BLDG '300'
FLOOR PLAN

A7

PROJECT 23134

HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Joy C. Gabler

FROM: Daniel Pierotte

DATE: May 12, 2025

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: May 28, 2025

**ITEM:** (Ratify) Professional Land Surveying Services Agreement for the Modernization at Monroe Elementary School provided by Lane Engineers, INC.

**PURPOSE:** To ensure compliance with California state regulations and standards, it is necessary for the school district to engage professional consultants, such as engineers, when designing and constructing DSA-approved school facilities. This requirement, outlined in Education Code § 17280-17317, ensures that all construction plans adhere to Title 24 of the California Code of Regulations and are overseen by qualified professionals. This measure is essential for maintaining the integrity, safety, and quality of our school infrastructure projects.

**FISCAL IMPACT:** Proposal fees $23,500

**RECOMMENDATIONS:** (Ratify) Approve Professional Land Surveying Services Agreement for the Modernization at Monroe Elementary School from Lane Engineers, INC.

LANE ENGINEERS, INC.
Civil • Structural • Surveying
P.O. Box 1059
Tulare, CA 93275
Phone: (559) 688-5263 / Fax: (559) 688-8893

# PROFESSIONAL LAND SURVEYING SERVICES PROPOSAL

Date: May 9, 2025
Client: Hanford Elementary School District
Attn.: Daniel Pierotte
Project: Modernization at Monroe Elementary School
Location: 300 Monroe Dr.
Hanford, CA (APN 008-301-008)

## SCOPE OF SERVICES

The fee noted below includes services for the following items:

1) Topographic & Boundary Survey

- The topographic survey will locate the visible physical features within the project limits such as buildings, fences, gates, vaults, trees, parking areas, pavements, and ground elevations. Grades will be taken at an approximate 50-foot grid for all developed areas, but additional measurements will be gathered as necessary to depict the existing improvements.
- Horizontal coordinates provided will be on CA state plane coordinates Zone 4 as established by California Survey and Drafting Virtual Survey Network.
- Vertical datum will be City of Hanford 2004 Datum as established by previous control for Lane Engineers Project 23369.
- The drawing will be prepared in AutoCAD Civil 3D 2023 (R2018 .dwg format) at a suitable scale for design purposes. We will coordinate with the Project Team for desired sheet orientation and scale.
- Underground utilities locations such as gas, telephone, cable television, electric company, and water are included in this proposal to the extent that they can be plotted from surface evidence and record drawings provided by the Client.
- Underground storm drain and sanitary sewer will be plotted based on observed surface evidence and measured pipe inverts.
- Some of the information for underground utilities within the site (such as utility depths and inverts) may not be accessible without pot holing the utility and measuring depths and inverts of the exposed piping. If pot holing is necessary, outside sources will be required to excavate and expose utilities. This work, if required, will be billed on a time and materials basis per the attached fee schedule.
- Research deeds, record maps and other pertinent records as necessary to establish property boundary.
- Right of way for W. Cortner St., Leoni Dr. and Monroe Dr. will be determined based on monuments located during the field work and record documents. In the absence of street monuments curb faces will be utilized to determine approximate centerlines.

## FEES

1) Topographic & Boundary Survey..... $23,500

***Fee includes prevailing wage rates for field work as required by law and compliance reporting as required by Department of Industrial Relations.**

Items Excluded:

- Marking and/or potholing of underground utilities
- Reestablishing property corners
- ALTA Survey
- Final Map
- TIN Surface model
- Civil Design Drawings or Subdivision Improvement Plans / Drawings
- Post-Contract/Construction Services (As-built drawings, etc.)
- Construction Surveying
- Agency Fees or application fees
- Printing and reproduction costs except for office use work in progress
- Any work not specifically noted in the scope of services

## ADDITIONAL NOTES

1) The scope of professional services contained herein is based on a request by Manuel Acosta with Mangini Architecture Ingenuity on May 6, 2025.

2) All drawing files prepared by Lane Engineers, Inc. will be AutoCAD R2018 drawing file format. Lane Engineers, Inc. drawings standards will be used.

3) Fees for additional services, if required, will be based on the attached fee schedule or the most current fee schedule at the time services are performed. Any additional services shall be approved by Client in writing.

4) Proposal is valid for 90 days.

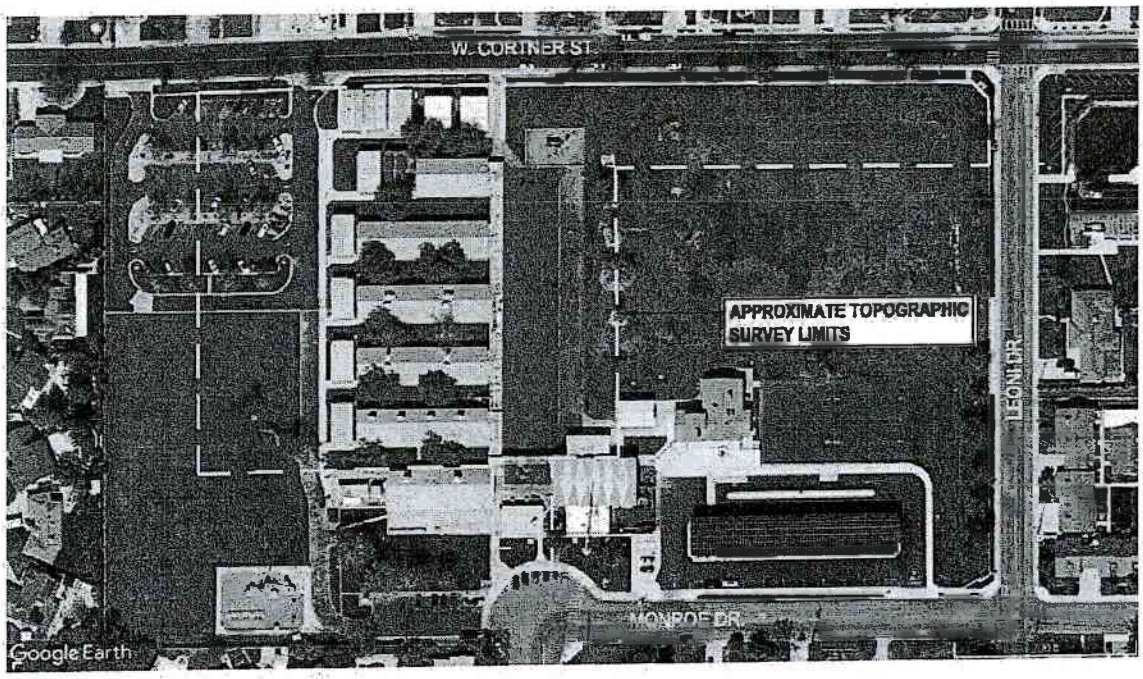
Respectfully Submitted,
Lane Engineers, Inc.

By: Ben Mullins
Benjamin R. Mullins, PLS

Date: May 9, 2025

5-12-25

# EXHIBIT 'A'




RR

NORTH

**LANE ENGINEERS, INC.**
Civil • Structural • Surveying
979 North Blackstone Street
P.O. Box 1059
Tulare, CA 93275-1059
Phone: (559) 688-5263 / Fax: (559) 688-8893

## PREVAILING WAGE FEE SCHEDULE
## HOURLY RATES EFFECTIVE JANUARY 1, 2025

### COURT APPEARANCE, DEPOSITIONS AND EXPERT TESTIMONY

| | |
|---|---|
| Registered Engineer or Licensed Land Surveyor | $ 465.00 |

### CIVIL ENGINEERING

| | |
|---|---|
| Principal Civil Engineer | $ 245.00 |
| Senior Civil Engineer | $ 221.00 |
| Associate Civil Engineer | $ 201.00 |
| Civil Engineer | $ 180.00 |

### LAND SURVEYING

| | |
|---|---|
| Principal Land Surveyor | $ 231.00 |
| Senior Land Surveyor | $ 210.00 |
| Associate Land Surveyor | $ 190.00 |
| Land Surveyor | $ 171.00 |

### STRUCTURAL ENGINEERING

| | |
|---|---|
| Principal Structural Engineer | $ 249.00 |
| Senior Structural Engineer | $ 228.00 |
| Associate Structural Engineer | $ 206.00 |
| Structural Engineer | $ 185.00 |

### SUPPORT SERVICES

| | |
|---|---|
| Assistant Engineer / Surveyor III | $ 160.00 |
| Assistant Engineer / Surveyor II | $ 146.00 |
| Assistant Engineer / Surveyor I | $ 130.00 |
| Engineering / Surveying Technician III | $ 146.00 |
| Engineering / Surveying Technician II | $ 137.00 |
| Engineering / Surveying Technician I | $ 122.00 |
| Engineering Aide | $ 88.00 |
| 1-Man Survey Crew (Travel Rate) | $ 238.00 |
| 2-Man Survey Crew (Travel Rate) | $ 288.00 |
| 3-Man Survey Crew (Travel Rate) | $ 350.00 |
| 1-Man Survey Crew | $ 364.00 |
| 2-Man Survey Crew | $ 448.00 |
| 3-Man Survey Crew | $ 596.00 |
| 1-Man GPS Survey Crew w/ 1 Rover | $ 350.00 |
| 2-Man GPS Survey Crew w/ 1 Rover | $ 506.00 |
| 2-Man 3D Scan Survey Crew* | $ 582.00 |
| Clerical | $ 109.00 |

### REIMBURSABLES

| | |
|---|---|
| 20lb B&W Bond Prints (24" x 36"; 18" x 26") | $ 2.45/per sheet (plus tax) |
| 20lb B&W Bond Prints (30" x 42") | $ 3.95/per sheet (plus tax) |
| Vellum B&W Prints (24" x 36"; 18" x 26") | $ 7.55/per sheet (plus tax) |
| Vellum B&W Prints (30" x 42") | $ 9.10/per sheet (plus tax) |
| Mylar B&W Prints (18 x 26) | $ 11.40/per sheet (plus tax) |
| Mylar B&W Prints (24 x 36) | $ 12.60/per sheet (plus tax) |
| Mylar B&W Prints (30 x 42) | $ 18.15/per sheet (plus tax) |
| B&W Copies (8 ½" x 11") | $ 0.36/per sheet (plus tax) |
| Color Copies (8 ½" x 11") | $ 0.67/per sheet (plus tax) |
| B&W Copies (8 ½ " x 14; 11" x 17") | $ 0.52/per sheet (plus tax) |
| Color Copies (8 ½ " x 14; 11" x 17") | $ 1.05/per sheet (plus tax) |
| Subconsultants | Cost + 15% |
| Other Direct Costs (i.e. Equipment Rental, Postage, and Shipping) | Cost + 15% |
| * Equipment costs will be billed as a Reimbursable Expense | Cost + 15% |

R.P.

Docusign Envelope ID: 16FD77C3-B795-4648-BAB2-7ECFC854464D



# AGREEMENT FOR PROFESSIONAL SERVICES
# LANE ENGINEERS, INC.

| | | | |
|---|---|---|---|
| Consultant: | Lane Engineers, Inc.<br>P.O. Box 1059<br>Tulare, CA 93275-1059<br>(559) 688-5263 / Fax (559) 688-8893 | Client: | Hanford Elementary School District<br>714 North White Street<br>Hanford, CA. 93230<br>(559) 585-3628 / Fax (  ) |
| Project No:<br>Project Name: | 24289.1<br>Topographic & Boundary Survey for the Modernization of Monroe Elementary School | Client PO No.:<br>Project Location: | <br>300 Monroe Drive<br>Hanford, CA. (APN: 008-301-008) |

THIS AGREEMENT is made this 12th day of May 2025 between Client and Consultant. In return for the consideration set forth herein, Consultant will provide the following Services on the terms and conditions contained in this Agreement.

1. **SERVICES**: Consultant will furnish and perform the professional services identified in Schedule A, attached hereto and incorporated herein.

2. **COMPENSATION**: Client will pay to Consultant, as compensation for the services agreed to be furnished by Consultant under this Agreement, the following amounts:

   (a) Flat Fee: A professional fee of $23,500.00 (Twenty-Three Thousand, Five Hundred Dollars) plus;

   (b) Reimbursable Costs: Any fees/costs not expressly included in Consultant's Fee per Schedule A including but not limited to: Shipping and Postage, Reproductions, Prints, Title Company Fees, Property Research, Fees paid pursuant to statute or ordinance to governmental agencies or bodies, Sub-consultants or others hired by Consultant with Client's approval shall be billed to Client at cost plus 15%.

3. **PAYMENT OF FEES**: Client will pay to Consultant the professional fee specified in Item 2 of this Agreement. All invoices will be billed according to Lane Engineers, Inc. standard billing procedures. Invoices for Consultant's services will be submitted to Client not more than once a month. Invoices mailed to Client will be due immediately, but will not be delinquent if paid within thirty (30) days of the date of the invoice. Payments made more than thirty (30) days after the date of the invoice shall include interest on the principal balance at the rate of 1.5% per month from the date such amount was due. Client agrees that all billings from Consultant to Client are correct and binding on Client unless Client, within ten (10) days from the date of receipt of such billing, notifies Consultant in writing of alleged inaccuracies, discrepancies, or errors in billing. If Client does not pay invoices within ninety (90) days of submission of invoice, Consultant may, upon written notice to the Client, suspend further work until payments are brought current. The Client agrees to indemnify and hold Consultant harmless from any claim or liability resulting from such suspension of services. Client shall pay all costs (including attorney's fees) Consultant incurs pursing payment of delinquent invoices.

4. **ADDITIONAL INFORMATION AND FEES**: Upon Consultant's request, Client shall execute and deliver, or cause to be executed and delivered, such additional information, documents or money to pay governmental fees and charges which are necessary for Consultant to perform services pursuant to the terms of this agreement. Consultant shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's consultants and contractors, and information from public records, without the need for independent verification.

5. **STANDARD OF CARE**: Consultant will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of the Engineering profession performing similar services and practicing in the same or similar locality. No other warranty, expressed or implied, is made in this agreement or with respect to the Services rendered hereunder, including the furnishing of oral or written reports, calculations, drawings, or specifications.

6. **AGREED REMEDY**: **To the fullest extent permitted by law, Client agrees to limit the total liability, in the aggregate, of Consultant, its officers, directors, agents, principals, employees and subconsultants, to Client and to all contractors and subcontractors on the project, from any and all injuries, losses, expenses, damages whatsoever**



Initials: Consultant BM Client DP

**arising out of or in any way related to Consultant's Services, the Project of this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, breach of contract, arising in tort, contract, or strict liability to the sum of Forty Five Thousand Dollars ($45,000.00) or Consultant's fee received, whichever is greater. Client, and anyone claiming by through or under Client and Consultant acknowledge that this provision was expressly negotiated and agreed upon.**

Client agrees to notify any contractor or subcontractor ("Contractor") who may perform work in connection with any design, report, or study prepared by Consultant of such limitation of liability for design defects, error, omissions, or professional negligence ("Defects"), and agrees to require, as a condition precedent to Contractor performing work on the project, a like limitation of the liability of Consultant by Contractor. In the event Client fails to obtain a like limitation of liability, the liability of Client and Consultant to such Contractor arising out of alleged Defects shall be allocated between Client and Consultant in such a manner that the aggregate liability of Consultant for such Defects for all parties, including Client, shall not exceed Forty Five Thousand Dollars ($45,000.00) or the amount of Consultant's fee, whichever is greater.

7. **INDEMNITY**: Consultant agrees to indemnify Client, but shall not be responsible for the cost of their defense, from liability for damages arising out of the performance of Consultants services on this project to the extent that such liability is actually caused by the negligent acts, errors or omissions of Consultant, its principals, employees or sub-consultants.

   Client agrees, to the extent permitted by law, to defend, indemnify and hold harmless Consultant, its officers, directors, principals, employees and subconsultants from and against all claims, losses, damages and cost caused by, arising out of, or relating to the Services performed under this Agreement, including without limitation claims, losses, damages and costs associated with the presence of any fungus, mildew, mold or resulting allergens, provided that such claim, loss, damage or cost is not due to the sole negligence or willful misconduct of Consultant.

   The parties expressly agree that this indemnity provision does not include, and in no event shall the Consultant be required to assume any obligation or duty to defend any claims, causes of action, demands, or lawsuits in connection with or arising out of this Project or the services rendered by the Consultant.

8. **OWNERSHIP OF DOCUMENTS**: All reports, field data, field notes, laboratory test data, calculations, estimates, drawings, including those in electronic form, and other documents prepared by Consultant ("Project Documents") are instruments of service and shall remain the property of Consultant. The Client agrees not to use CONSULTANT-generated documents for marketing purposes, for projects other than the project for which the documents were prepared by CONSULTANT, or for future modifications to this project, without CONSULTANT'S express written permission. Client agrees to immediately return all Project Documents upon early termination of Consultant. Furthermore, in the event that any part of Consultant's fee is not paid, all Project Documents will be returned to Consultant upon demand and will not be used by Client for any purpose whatsoever.

   The original electronic files will be retained by Consultant. Consultant will retain records relating to the services performed for a period of five years from completion of the work, during which period the records will be made available to Client at reasonable times. Client shall be permitted to retain copies of drawings and specifications prepared in electronic form for Client's information and use on the project. However, Consultant reserves the right to remove all indicia of its ownership and/or involvement from each such electronic copy. The information on the disc/magnetic tape is part of Consultant's instrument of service and shall not be used by Client on other projects, for additions to this project, or for completion of this project by another design professional except by prior written agreement of Consultant.

   Any use or reuse of Project Documents by Client or others, without prior written consent of Consultant is unauthorized. Client shall, to the fullest extent permitted by law, defend, indemnify and hold harmless Consultant from all claims damages, losses and expenses, including attorney fees arising out of or resulting from any unauthorized use of Project Documents. Any such verification or adaptation will entitle Consultant to further compensation at rates to be mutually agreed upon by Client and Consultant.

   All files, documents and calculations provided by Client ("Client Documents") are, and shall remain, confidential property of Client. Client equipment and processes may be covered by various United State and foreign patents and pending patent applications.

9. **ELECTRONIC MEDIA**: In accepting and utilizing any electronic files, drawings, reports, or data on any form of electronic media generated and furnished by Consultant ("Electronic Files"), Client covenants and agrees that all such electronic files are instruments of service of Consultant, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

   Client agrees not to use or reuse these electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this agreement. Client agrees not to make changes to or transfer these electronic files to others without the prior written consent of Consultant. Client further agrees to waive all claims against Consultant resulting in any way from any unauthorized changes, use or reuse of the electronic files for any other project by anyone other than Consultant.

   Electronic files furnished by either party shall be subject to an acceptance period of fifteen (15) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic files shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

   Electronic files, such as computer-aided drafting and design files are not construction documents, and Consultant makes no representation as to their accuracy or completeness. Client is aware that differences may exist between the electronic files delivered and the printed hard copy construction documents. In the event of a conflict between the signed construction documents prepared by Consultant and electronic files, the signed and stamped or sealed hard copy construction documents, copies of which shall be kept by Consultant, shall govern.

   In addition, Client agrees, to the extent permitted by law, to defend, indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising from any unauthorized changes made by anyone other than Consultant or from any use or reuse of the electronic files for any other project by anyone other than Consultant.

   Under no circumstances shall delivery of electronic files for use by Client be deemed a sale of a product by Consultant, and Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Consultant be liable for indirect or consequential damages as a result of Client's use or reuse of the electronic files.

10. **SOILS:** Consultant makes no representations concerning soils or geological conditions unless specifically included in writing in this agreement, or by amendments to this agreement, and shall not be responsible for any liability that may arise out of the making of or failure to make soils or geological surveys, subsurface soils or geological tests, or general soils or geological testing.

11. **ALTA SURVEYS:** If the scope of services to be provided by Consultant pursuant to the terms of this agreement include an ALTA survey, Client agrees that Consultant may sign one of the Statements from the 2021 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys as adopted by the American Land Title Association and the National Society of Professional Surveyors. In the event Consultant is requested to sign a statement or certificate which differs from the 2021 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys as adopted by the American Land Title Association and the National Society of Professional Surveyors, Client hereby agrees, to the extent permitted by law, to defend, indemnify and hold Consultant harmless from any and all liability arising from or resulting from the signing of any statement which differs from those statements contained in the 2021 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys as adopted by the American Land Title Association and the National Society of Professional Surveyors.

12. **CONSTRUCTION PHASE SERVICES:** If the scope of services provided by Consultant contained in this agreement do not include construction phase services for this project, Client acknowledges such construction phase services will be provided by Client or by others and Client assumes all responsibility for interpretation of the contract documents and for construction observation and supervision and waives any claims against Consultant that may in any way be connected thereto. In addition, Client agrees, to the extent permitted by law, to defend, indemnify and hold Consultant harmless from any loss, claim, or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from the modification, clarification,

interpretation, adjustments or changes made to the contract documents to reflect changed field or other conditions, except from claims arising from the sole negligence or willful misconduct of Consultant.

If during the construction phase of the project Client discovers or becomes aware of changed field or other conditions which necessitate clarifications, modifications or other changes to the plans, specifications, estimates or other documents prepared by Consultant, Client agrees to notify Consultant and retain Consultant to prepare the necessary changes or modifications before construction activities proceed. Further, Client agrees to request a provision in its construction contracts for the project which requires the contractor to promptly notify Client of any changed field or other conditions so that Client may in turn notify Consultant pursuant to the provisions of this paragraph. Any extra work performed by Consultant pursuant to this paragraph shall be paid for as extra services pursuant to Item 16 of this agreement. If Consultant performs any services during construction phase of the project, Consultant shall not supervise, direct, or have control over Contractor's work. Consultant shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the Contractor. Consultant does not guarantee the performance of the construction contract by the Contractor and does not assume responsibility for the Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

13. **INSURANCE**: Consultant represents that it and its staff, and consultants employed by it, is and are protected by worker's compensation insurance as required by statute and that Consultant has coverage under professional liability and general liability in at least the following amounts:

| | |
|---|---|
| Professional Liability: | $1 million per claim and $1 million aggregate |
| General Liability: | $1 million per occurrence and $2 million aggregate |
| Worker's Comp.: | As required by State of California, with Statutory Limits |
| Automobile: | $1 million per occurrence and $1 million aggregate. |

Certificates for all such policies of insurance shall be provided to Client upon written request.

14. **INTERPRETATION OF DATA**: Client recognizes that environmental, geological, and geotechnical conditions can vary from those encountered at the times when and locations where data are obtained, and that such limitation on available data results in some level of uncertainty with respect to the interpretation of these conditions, despite meeting the generally accepted standard of professional skill and care.

15. **GOVERNMENTAL AGENCIES**: If Consultant, pursuant to this agreement, produces plans, specifications, or other documents and/or performs field services, and such plans, specifications, or other documents and/or field services are required by any governmental agency, and such governmental agency changes its ordinances, codes, policies, procedures, fees or requirements after the date of this agreement, any additional fees, office or field services thereby required shall be paid for by Client as extra services in accordance with Item 16 of this agreement.

Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans, and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits. Client agrees that it is the responsibility of Client to maintain in good standing all governmental approvals or permits and to timely apply for any necessary extensions thereof.

16. **ADDITIONAL SERVICES**: Client agrees that if Client requests services not specified in the scope of services described in this agreement, Client will pay for all such additional services as extra services, in accordance with Consultant's current fee schedule.

17. **DAMAGES TO STAKING OR MONUMENTS**: In the event that any staking or record monuments are destroyed, damaged or disturbed by an act of God or parties other than Consultant, the cost of restaking shall be paid for by Client as extra services in accordance with Item 16 of this agreement.

18. **DESIGN SERVICES:** Client acknowledges that the design services performed pursuant to this agreement are based upon field and other conditions existing at the time these services were performed. Client further acknowledges that field and other conditions may change by the time project construction occurs and clarification, adjustments, modifications, and

other changes may be necessary to reflect changed field or other conditions. Such clarifications, adjustments, modifications and other changes shall be paid for by Client as extra services in accordance with Item 16 of this agreement.

19. **ESTIMATES:** If the scope of services requires Consultant to estimate quantities, such estimates are made on the basis of Consultant's experience and qualifications and represents Consultant's judgment as a professional generally familiar with the industry. However, such estimates are only estimates and shall not constitute representations, warranties or guarantees of the quantities of the subject of the estimate. If the scope of services requires Consultant to provide its opinion of probable construction costs, such opinion is to be made on the basis of Consultant's experience and qualifications and represents Consultant's best judgment as to the probable construction costs. However, since Consultant has no control over costs or the price of labor, equipment or materials, or over the contractor's method of pricing, such opinions of probable construction costs do not constitute representations, warranties or guarantees of the accuracy of such opinions, as compared to bid or actual costs.

20. **REMODELING AND REHABILITATION LIABILITY DISCLAIMER**: Remodeling and/or rehabilitation of existing structures or buildings require that certain assumptions be made regarding existing conditions. Because some of these assumptions may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of the building, Client agrees that, if this Agreement includes a remodel or rehabilitation of an existing structure, Client will hold Consultant harmless, indemnify and defend Consultant from and against any and all damages, liabilities, or costs arising out of or in any way connected with the Services performed under this agreement, except for damages, liabilities or costs arising from the Consultant's sole negligence or willful misconduct.

21. **CONSTRUCTION CONTRACTOR**: Client agrees that in accordance with generally accepted construction practices, the construction contractor and construction subcontractors will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property, and that this requirement shall apply continuously and not be limited to normal working hours. Neither the professional activities of Consultant nor the presence of Consultant or his or her employees or subconsultants at a construction site shall relieve the contractor and its subcontractors of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with contract documents and applicable health or safety requirements of any regulatory agency or of state law.

22. **PREVAILING WAGE**: Unless the scope of services to be provided by Consultant expressly includes Consultant's assistance in determinations regarding the application of prevailing wages, Client and Consultant acknowledge that it is the Client's exclusive responsibility to determine whether the project, which is the subject of this agreement, is a "public work" as defined in California Labor Code Section 1720, or whether prevailing wage rates are to be paid to certain workers in connection with the project, or determine the rate of prevailing wages to be paid certain workers. Consultant will develop its schedule of labor rates in reliance of the determinations of Client. In the event of a dispute regarding whether the project is a "public work", whether prevailing wages are to be paid, or the amount of prevailing wages to be paid to individual works, Client agrees to pay Consultant for any and all additional costs and expenses (including additional wages, penalties and interest) incurred by Consultant and further agrees, to the extent permitted by law, to defend, indemnify and hold harmless Consultant, its officers, directors, employees, and subconsultants from all damages, liabilities or costs, including reasonable attorneys' fees and costs, arising from or related to the Client's determinations regarding the application of or payment of prevailing wages. Client shall indicate below if prevailing wages apply.

ARE PREVAILING WAGES REQUIRED FOR THIS PROJECT? ☒ YES ☐ NO
If Yes: ☐ Federal or ☒ State CLIENT'S INITIALS: Initial DP

23. **VENUE:** It is mutually agreed by the Consultant and Client that the venue for any mediation, and/or litigation shall be in Visalia, California.

24. **MEDIATION**: Prior to the initiation of legal proceedings, the parties shall attempt to settle any dispute arising out of this Agreement by mediation. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after a dispute has arisen. Mediation shall take place before one mediator in the City of Visalia, County of Tulare, State of California, at the time and place selected by the mediator. The mediator shall give each party written notice of the time and place of mediation at least 30 days before the date selected.

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The costs of the mediation shall be borne equally by the parties. This section shall survive completion or termination of this Agreement after such period of time as would normally bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

25. **RIGHT OF ENTRY**: Client will provide Consultant with a right of entry to the Project. Consultant will take reasonable precautions to minimize any damage to the property. However, it is understood by Client that in the normal course of work some damage may occur and Consultant shall not be held responsible for such damage unless and only to the extent the damage is the result of Consultant's negligence or willful misconduct.

26. **BANKRUPTCY**: If Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing, Consultant shall be entitled to suspend the performance of any and all of its obligations pursuant to this agreement where the Client is in default and was in default prior to the filing of the bankruptcy petition. If, upon filing a voluntary petition or any involuntary petition in the United States Bankruptcy Court, Client seeks to have Consultant continue to provide services pursuant to this agreement, Client agrees to comply with applicable provisions of the United States Bankruptcy Code to ensure payment for any continuing or reinstated services.

27. **TERMINATION**: This Agreement may be terminated by either party without cause upon seven (7) days written notice to the other party. In the event of termination, Consultant shall be paid for services performed to the termination notice date plus reasonable termination expenses. In the event of termination, or suspension for more than three (3) months, prior to completion of all work contemplated by this Agreement, Consultant may also complete such analyses and records as are necessary to complete his files and may also complete the work on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of Consultant in completing such analyses, records and reports. Copies of the Consultants work will be provided to Client upon full payment of the work completed. Copies of documents provided will be billed as per Consultant's current fee schedule.

28. **LIENS**: This agreement shall not be construed to altar, affect or waive any design professional's lien, mechanic's lien or stop notice right which Consultant may have for the performance of services pursuant to this Agreement. Client agrees to provide to Consultant the present name and address of the record owner of the property upon which the project is located. Client also agrees to provide Consultant with the name and address of any and all lenders who may loan money on the project and who are entitled to receive a preliminary notice.

29. **ASSIGNMENT**: Neither Client nor Consultant may delegate, assign, sublet or transfer his duties or interest under this Agreement without the prior written consent of the other party.

30. **FACSIMILE & ELECTRONIC TRANSMISSIONS**: Consultant is hereby authorized and instructed by Client to rely on "facsimile" or "electronically" signed and/or transmitted documents and instructions from Client as if they were originals.

31. **PURCHASE ORDERS**: Client acknowledges that if Client issues a Purchase Order in conjunction with this project that any terms and conditions referenced on the Purchase Order or attached thereto are not binding to the Consultant for the performance of services under this Agreement. The Client hereby acknowledges and agrees that this Agreement constitutes the entire terms and conditions for services provided by Consultant under this Agreement for the project. Purchase Order numbers shall be referenced for internal tracking of the Client only and serve no other purpose.

32. **CONSEQUENTIAL DAMAGES**: Neither the Client nor the Consultant shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

33. **THIRD PARTIES**: Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Consultant. Consultant's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against Consultant because of this Agreement or Consultant's performance of services hereunder.

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34. **CERTIFICATIONS**: Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant's having to certify, guaranty, or warrant the existence of conditions that Consultant cannot ascertain.

35. **CONFLICTS OF INTEREST**: This assignment may involve parties with adverse interests to clients with whom Consultant has current or past relationships. It is Consultant's policy to make reasonable attempts to identify such relationships prior to acceptance of a professional assignment, but Consultant cannot assure that conflicts or perceived conflicts will not arise, and Consultant does not accept responsibility for such occurrences.

36. **A RETAINER** of **$0.00** is required to commence work on this project. The retainer will be applied to the last invoice.

| | | | |
|---|---|---|---|
| Consultant: | LANE ENGINEERS, INC. | Client: | HANFORD ELEMENTARY SCHOOL DISTRICT |
| Signature: | DocuSigned by: Ben Mullins 69CF8F30B8464AD... | Signature: | Signed by: DANIEL PIEROTTE F9C7D634F8D34AD... |
| Name, Title | Ben Mullins, Secretary/VP of Land Surveying | Name, Title | DANIEL PIEROTTE Director of Facilities |
| Date: | 5/12/2025 | Date: | 5/12/2025 |

All the Professional Consultants and licensed Land Surveyors of Lane Engineers, Inc. are licensed by the State of California Board for Professional Consultants and Land Surveyors.

Portions of this agreement were developed by the American Council of Engineering Companies of California Form A© 2010

JOHN ATILANO S5176 - AARON OLIVER RCE 77413
BENJAMIN MULLINS L9227

EIN: 77-0183585
CA DIR Contractor Registration Number - 1000003070

Docusign Envelope ID: 16FD77C3-B795-4648-BAB2-7ECFC854464D



SCHEDULE A
Scope of Services

The fee noted below includes services for the following items:

1) Topographic & Boundary Survey

- The topographic survey will locate the visible physical features within the project limits such as buildings, fences, gates, vaults, trees, parking areas, pavements, and ground elevations. Grades will be taken at an approximate 50-foot grid for all developed areas, but additional measurements will be gathered as necessary to depict the existing improvements.
- Horizontal coordinates provided will be on CA state plane coordinates Zone 4 as established by California Survey and Drafting Virtual Survey Network.
- Vertical datum will be City of Hanford 2004 Datum as established by previous control for Lane Engineers Project 23369.
- The drawing will be prepared in AutoCAD Civil 3D 2023 (R2018 .dwg format) at a suitable scale for design purposes. We will coordinate with the Project Team for desired sheet orientation and scale.
- Underground utilities locations such as gas, telephone, cable television, electric company, and water are included in this proposal to the extent that they can be plotted from surface evidence and record drawings provided by the Client.
- Underground storm drain and sanitary sewer will be plotted based on observed surface evidence and measured pipe inverts.
- Some of the information for underground utilities within the site (such as utility depths and inverts) may not be accessible without pot holing the utility and measuring depths and inverts of the exposed piping. If pot holing is necessary, outside sources will be required to excavate and expose utilities. This work, if required, will be billed on a time and materials basis per the attached fee schedule.
- Research deeds, record maps and other pertinent records as necessary to establish property boundary.
- Right of way for W. Cortner St., Leoni Dr. and Monroe Dr. will be determined based on monuments located during the field work and record documents. In the absence of street monuments curb faces will be utilized to determine approximate centerlines.

**FEES**

1) Topographic & Boundary Survey. ..... $23,500

***Fee includes prevailing wage rates for field work as required by law and compliance reporting as required by Department of Industrial Relations.**

Items Excluded:

- Marking and/or potholing of underground utilities
- Reestablishing property corners
- ALTA Survey
- Final Map
- TIN Surface model
- Civil Design Drawings or Subdivision Improvement Plans / Drawings
- Post-Contract/Construction Services (As-built drawings, etc.)
- Construction Surveying
- Agency Fees or application fees
- Printing and reproduction costs except for office use work in progress
- Any work not specifically noted in the scope of services



Initials: Consultant DS BM Client Initial DP

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**ADDITIONAL NOTES**

1) The scope of professional services contained herein is based on a request by Manuel Acosta with Mangini Architecture Ingenuity on May 6, 2025.

2) All drawing files prepared by Lane Engineers, Inc. will be AutoCAD R2018 drawing file format. Lane Engineers, Inc. drawings standards will be used.

3) Fees for additional services, if required, will be based on the attached fee schedule or the most current fee schedule at the time services are performed. Any additional services shall be approved by Client in writing.



DS BM Initial DP

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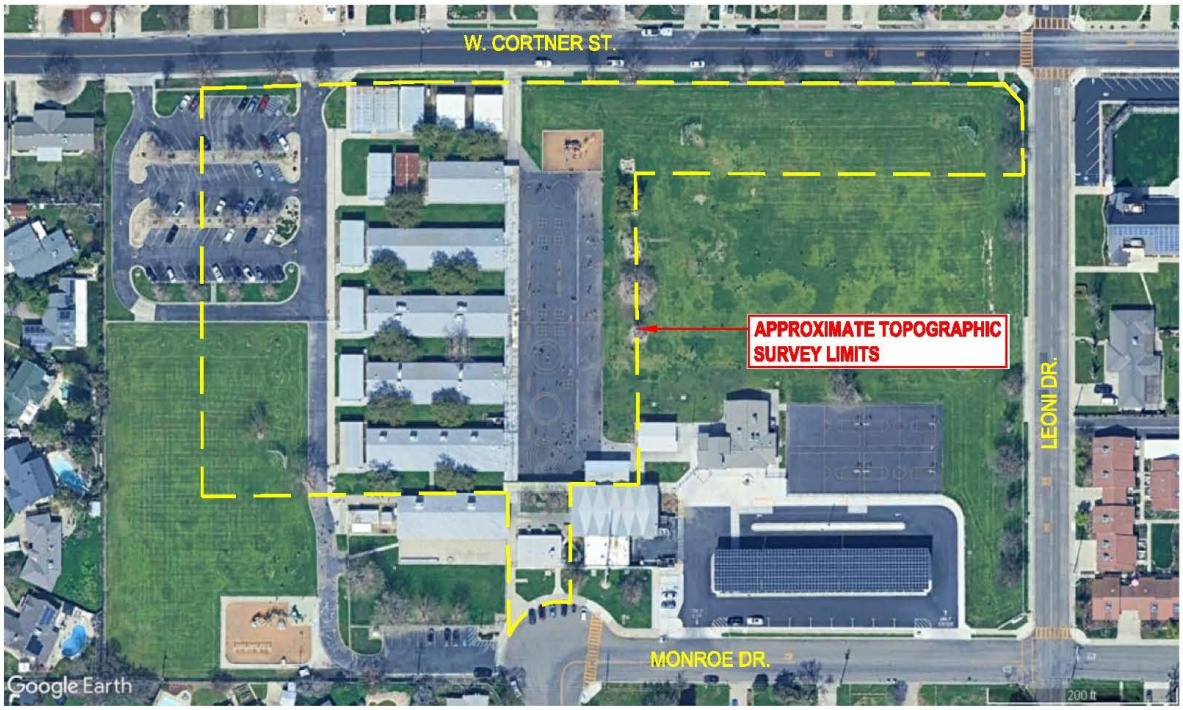
# EXHIBIT ‘A’




NORTH

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SCHEDULE B

# PREVAILING WAGE FEE SCHEDULE
# HOURLY RATES EFFECTIVE JANUARY 1, 2025

**COURT APPEARANCE, DEPOSITIONS AND EXPERT TESTIMONY**

| | |
|---|---|
| Registered Engineer or Licensed Land Surveyor | $ 465.00 |

**CIVIL ENGINEERING**

| | |
|---|---|
| Principal Civil Engineer | $ 245.00 |
| Senior Civil Engineer | $ 221.00 |
| Associate Civil Engineer | $ 201.00 |
| Civil Engineer | $ 180.00 |

**LAND SURVEYING**

| | |
|---|---|
| Principal Land Surveyor | $ 231.00 |
| Senior Land Surveyor | $ 210.00 |
| Associate Land Surveyor | $ 190.00 |
| Land Surveyor | $ 171.00 |

**STRUCTURAL ENGINEERING**

| | |
|---|---|
| Principal Structural Engineer | $ 249.00 |
| Senior Structural Engineer | $ 228.00 |
| Associate Structural Engineer | $ 206.00 |
| Structural Engineer | $ 185.00 |

**SUPPORT SERVICES**

| | |
|---|---|
| Assistant Engineer / Surveyor III | $ 160.00 |
| Assistant Engineer / Surveyor II | $ 146.00 |
| Assistant Engineer / Surveyor I | $ 130.00 |
| Engineering / Surveying Technician III | $ 146.00 |
| Engineering / Surveying Technician II | $ 137.00 |
| Engineering / Surveying Technician I | $ 122.00 |
| Engineering Aide | $ 88.00 |
| 1-Man Survey Crew (Travel Rate) | $ 238.00 |
| 2-Man Survey Crew (Travel Rate) | $ 288.00 |
| 3-Man Survey Crew (Travel Rate) | $ 350.00 |
| 1-Man Survey Crew | $ 364.00 |
| 2-Man Survey Crew | $ 448.00 |
| 3-Man Survey Crew | $ 596.00 |
| 1-Man GPS Survey Crew w/ 1 Rover | $ 350.00 |
| 2-Man GPS Survey Crew w/ 1 Rover | $ 506.00 |
| 2-Man 3D Scan Survey Crew* | $ 582.00 |
| Clerical | $ 109.00 |

**REIMBURSABLES**

| | |
|---|---|
| 20lb B&W Bond Prints (24" x 36"; 18" x 26") | $ 2.45/per sheet (plus tax) |
| 20lb B&W Bond Prints (30" x 42") | $ 3.95/per sheet (plus tax) |
| Vellum B&W Prints (24" x 36"; 18" x 26") | $ 7.55/per sheet (plus tax) |
| Vellum B&W Prints (30" x 42") | $ 9.10/per sheet (plus tax) |
| Mylar B&W Prints (18 x 26) | $ 11.40/per sheet (plus tax) |
| Mylar B&W Prints (24 x 36) | $ 12.60/per sheet (plus tax) |
| Mylar B&W Prints (30 x 42) | $ 18.15/per sheet (plus tax) |
| B&W Copies (8 ½" x 11") | $ 0.36/per sheet (plus tax) |
| Color Copies (8 ½" x 11") | $ 0.67/per sheet (plus tax) |
| B&W Copies (8 ½ " x 14; 11" x 17") | $ 0.52/per sheet (plus tax) |
| Color Copies (8 ½ " x 14; 11" x 17") | $ 1.05/per sheet (plus tax) |
| Subconsultants | Cost + 15% |
| Other Direct Costs (i.e. Equipment Rental, Postage, and Shipping) | Cost + 15% |
| * Equipment costs will be billed as a Reimbursable Expense | Cost + 15% |



Initials: Consultant DS BM Client Initial DP

HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Joy Gabler

FROM: Jill Rubalcava

DATE: May 5, 2025

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: May 28, 2025

**ITEM:** AR, BP and Exhibit 1312.2 Complaints Concering Instructional Materials:

**PURPOSE:** Regulation, policy, and exhibit updated to reflect NEW LAW (SB 153, 2024) which prohibits the Governing Board from adopting or approving the use of any textbook, instructional material, supplemental instructional material, or curriculum for classroom instruction if the use would subject a student to unlawful discrimination in accordance with specified state law.

**FISCAL IMPACT:** none

**RECOMMENDATIONS:** approval

## Regulation 1312.2: Complaints Concerning Instructional Materials

**Status:** ADOPTED

**Original Adopted Date:** 05/16/2001 | **Last Revised Date:** 02/07/2007 | **Last Reviewed Date:** 02/07/2007

**Step 1: Informal Complaint**

If a staff member, district resident, or parent/guardian of a student enrolled in a district school has a complaint regarding the content or use of any specific instructional material, ~~he/she~~**such individual** shall informally discuss the material in question with the principal.

**(Education Code 35160)**

**Step 2: Formal Complaint**

If the complainant is not satisfied with the principal's initial response, ~~he/she~~**the complainant** shall present a written complaint to the principal. Complaints regarding printed material shall name the author, title, and publisher and shall identify the objection by page and item numbers. In the case of nonprinted material, written information specifying the precise nature of the objection **and location of such material** shall be given. ~~Complainants~~**In order for the district to reply appropriately, complainants** shall sign all complaints and provide identifying information ~~so that the district is able to make a proper reply.~~**.** Anonymous complaints will not be accepted.

Upon receiving a complaint, the principal shall ~~acknowledge~~**provide the complainant with a written acknowledgement of** its receipt and ~~answer~~**respond to** any **procedural** questions ~~regarding procedure.~~**the complainant may have.** The principal ~~then~~ shall **then** notify the Superintendent or designee ~~and~~**,** the teacher(s~~) involved of the complaint.~~

**), and other staff as appropriate.**

During the investigation of the complaint, the challenged material may remain in use until a final decision has been reached. ~~However, upon request of the parent/guardian who has filed the complaint, his/her child may be excused from using challenged materials until a resolution has been reached. The teacher shall assign the student an alternate material of equal merit.~~

**Step 3:** ~~**Superintendent Determination**~~

**Review Committee**

The Superintendent or designee shall determine whether **to convene** a review committee ~~should be convened~~ to review the complaint.

If the Superintendent or designee determines that a review committee is ~~not~~ necessary, ~~he/she shall issue a decision regarding the complaint.~~

~~**Step 4: Review Committee**~~

~~If~~ the Superintendent or designee~~ determines that a review committee is necessary, he/she~~ shall appoint a committee composed of administrators and staff members selected from relevant instructional and administrative areas. The Superintendent or designee may also appoint **parents/guardians, students, and** community members**, as appropriate,** to serve on the committee.

The **Superintendent or designee may provide training to the** review committee ~~shall~~ **to ensure that the** review **committee is informed regarding its responsibilities,** the criteria ~~specified in~~**to follow when reviewing instructional materials, and applicable laws,** Board policy~~ and shall determine the extent to which the challenged material supports the curriculum, the educational appropriateness of the material, and its suitability for the age level of the student.~~

**(ies), and administrative regulation(s).**

Within 30 days of being convened, the review committee shall summarize its findings in a written report. The Superintendent or designee shall notify the complainant **in writing** of the committee's decision within 15 days of receiving the committee's report.

**Step 4: Superintendent Determination**

**If the Superintendent or designee determines that a review committee is not necessary, the Superintendent or designee shall, in a timely manner, issue a decision regarding the complaint.**

**Step 5: Appeal to the Board of Trustees**

If the complainant remains unsatisfied, ~~he/she~~**the complainant** may appeal the Superintendent's or ~~the~~ review committee's decision to the Board. The Board's decision shall be final.

## Policy 1312.2: Complaints Concerning Instructional Materials

**Status:** ADOPTED

**Original Adopted Date:** 10/19/1998 | **Last Revised Date:** 02/07/2007 | **Last Reviewed Date:** 02/07/2007

The Board of Trustees uses a comprehensive process to adopt district instructional materials that is based on selection criteria established by law and Board policy and includes opportunities for the involvement of **district staff,** parents/guardians**,** and community members**, and, as appropriate, students**. Complaints concerning the content or use of instructional materials, including textbooks, supplementary instructional materials, library materials, or other instructional materials and equipment, shall be properly and fairly considered using established complaint procedures.

Parents/guardians are encouraged to discuss any concerns regarding instructional materials with their ~~child's~~**student's** teacher and/or the school principal. If the situation remains unresolved, a complaint may be filed using the process specified in the **accompanying** administrative regulation~~.~~

**and exhibit.**

The district shall accept complaints concerning instructional materials only from staff, district residents, or the parents/guardians of ~~children~~**students** enrolled in a district school.

**(Education Code 35160)**

**However, a complaint related to the use or prohibited use of any existing textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library that alleges unlawful discrimination based on a violation of Education Code 243 or 244 shall be filed, investigated, and resolved in accordance with Board Policy 1312.3 - Uniform Complaint Procedures.**

When deliberating upon challenged materials, the Superintendent~~ and/~~, or ~~review~~**any designee or** committee **established by the Superintendent to review the materials,** shall consider the **degree to which the materials align with the criteria for instructional materials as specified in law, Board policy, and administrative regulation. In addition, such deliberations may consider the** educational philosophy **and vision** of the district~~,~~**; the educational suitability of the materials including the manner in which the materials support the curriculum and appropriateness for the student's age;** the professional opinions of teachers of the subject and of other competent authorities~~,~~ **and/or experts;** reviews of the materials by reputable bodies~~,~~**;** the ~~teacher's~~ stated objectives in using the materials~~,~~**;** community standards~~, and~~ **; the allegations in the complaint, including the extent to which** the objections ~~of the complainant.~~

~~Complainants~~ are ~~encouraged to accept~~ **based on the dislike of ideas contained in the materials; and the impact that keeping or removing the materials would have on student well-being.**

**The Superintendent, or any designee or committee established by the Superintendent to review the materials, shall not prohibit the continued use of an appropriately adopted textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library on the basis that it contains inclusive and/or diverse perspectives, as specified in Education Code 243.**

**Additionally, the Superintendent, or any designee or committee established by the Superintendent to the review materials, shall not authorize the continued use of an adopted textbook, instructional material, supplemental instructional material, or curriculum for classroom instruction if the use would subject a student to unlawful discrimination pursuant to Education Code 220.**

**If the complainant finds** the Superintendent's or review committee's decision~~. However, if the complainant finds that decision~~ unsatisfactory, ~~he/she~~**the complainant** may appeal the decision to the Board.

~~The district's decision shall be based on educational suitability of the materials and the criteria established in Board policy and administrative regulation.~~

~~When any~~

**Any** challenged instructional material **that** is reviewed by the district~~, it~~ shall not be subject to further reconsideration for 12 months, unless ~~the Superintendent determines that reconsideration is warranted.~~

**required by law.**

Complaints related to **the** sufficiency of textbooks or instructional materials shall be resolved ~~pursuant to the district's~~**as specified in Administrative Regulation 1312.4 -** Williams ~~uniform complaint procedure at AR 1312.4.~~**Uniform Complaint Procedures.**

**Exhibit 1312.2-E(1): Complaints Concerning Instructional Materials** **Status:**

**Original Adopted Date:** Pending

REQUEST FOR RECONSIDERATION OF EXISTING
INSTRUCTIONAL MATERIALS

This form is **only** for use ~~only~~ by district employees, district residents, or parents/guardians of ~~children~~**students** enrolled in a district school to challenge the content or use of ~~an~~**any existing textbook,** instructional material~~. For complaints regarding sufficiency of~~**, supplemental** instructional ~~materials, please use the Williams Uniform Complaint Procedure complaint form.~~ **material, or other curriculum for classroom instruction, or any book or other resource in a school library.**

Date: _____

Name of person filing complaint ~~Anonymous complaints will not be accepted.~~ **(Required):** _____
_____

Group represented (if any~~)~~: _____

Phone: _____

E-mail address~~, if any~~: _____

Address: _____

**Instructional Material Being Challenged:**

Title: _____

Author: _____

Publisher: _____

Date of Edition: _____

Name of school/classroom **instructional** material was used: _____

1. Please specifically state the nature of your concern or objection and identify your objection by page, ~~tape~~**website, webpage and/or link, recording or digital** sequence, video frame, or words, as appropriate. You may use additional pages if necessary.
   _____

_____
_____
_____
_____

2. ~~Did you read/view the entire selection?~~

3. ~~For what age group would you recommend this material?~~

4. ~~If not, what percentage did you read/view, or what parts?~~

5. ~~What do you feel might be the result if a student reads/views this material?~~

6. ~~What would you like the school to do about this material?~~

   __ ~~Do not assign it to my child~~

   __ ~~Withdraw it from all students~~

   __ ~~Reconsider it~~

**2.**

**Was the instructional material of concern read/heard/viewed in isolation or was the entire selection read/heard/viewed? If the entire selection was not read/heard/viewed, what is your estimate regarding the percentage of the amount read/heard/viewed?**

_____
_____
_____
_____

3. **What is your concern regarding the consequence if a student reads/hears/views the instructional material? In your assessment, is the instructional material appropriate for the age of the students being taught?**

_____
_____
_____
_____

4. **What would you like the school to do about the instructional material?**

_____

_____

Signature of complainant

For District Use:

Request received by:_____

Date: _____

Title: _____

Action taken: _____

Date: _____

HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Joy Gabler

FROM: Jill Rubalcava

DATE: May 5, 2025

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: May 28, 2025

**ITEM:** Board Policy 6142.93 Science Instruction

**PURPOSE:** Policy updated to expand the philosophical statement to specify the Governing Board's belief that science instruction include the place of humans in ecological systems, the causes and effects of climate change and the methods to mitigate and adapt to climate change, and experiments and other activities that foster critical thinking. Additionally, policy updated to clarify that the Board is required to adopt academic standards for science which meet or exceed the California Next Generation Science Standards and describe the knowledge and skills students are expected to possess at each grade level, with an instructional focus on understanding the process of science, the fundamental ideas within each discipline of science, and underlying themes that are common to all sciences

**FISCAL IMPACT:** none

**RECOMMENDATIONS:** approval

## Policy 6142.93: Science Instruction

**Status:** ADOPTED

**Original Adopted Date:** 05/16/2001 | **Last Revised Date:** 03/27/2019 | **Last Reviewed Date:** 03/27/2019

The Board of Trustees believes that science education should focus on giving students an understanding of the biological and physical aspects of science, **including the place of humans in ecological systems, the causes and effects of climate change and the methods to mitigate and adapt to climate change,** key scientific concepts, and methods of scientific inquiry and investigation **through experiments and other activities that foster critical thinking**. Students should become familiar with the natural world and the interrelationship of science, mathematics, technology, and engineering. As part of science instruction, students should learn how to apply scientific knowledge and reasoning.

Philosophical and religious theories that are based, at least in part, on faith and are not subject to scientific test and refutation shall not be discussed during science instruction.

The ~~district's~~**Board shall adopt** academic standards for science ~~instruction shall~~**that** meet or exceed the California Next Generation Science Standards (CA-NGSS~~).~~**) and describe the knowledge and skills students are expected to possess at each grade level, with an instructional focus on understanding the process of science, the fundamental ideas within each discipline of science, and underlying themes that are common to all sciences.** The Superintendent or designee shall ensure that curricula used in district schools are aligned with these standards and the state curriculum framework.

~~As required by Education Code 52060 Hanford Elementary School District's local control and accountability plan includes goals related to, among other things, student achievement (including student enrollment in a broad course of study) and the implementation of SBE-adopted academic content and performance standards.~~

The Superintendent or designee shall ensure that students have access to and are enrolled in a broad course of study including science courses.

The Superintendent or designee shall provide certificated staff with opportunities to participate in professional development activities designed to enhance their knowledge of district-adopted academic standards, instructional strategies for teaching science, and changes in scientific theories.

The Superintendent or designee shall develop and implement appropriate safety measures for science laboratory classes **in accordance with Administrative Regulation 5142 - Safety**, including, but not limited to, staff and student safety training, use of eye safety devices, hearing protection, first aid procedures, regular equipment maintenance, safe use of heat sources, safe use and disposal of hazardous chemicals, proper ventilation, prevention of exposure to bloodborne pathogens from sharp instruments, fire prevention and control, an emergency response plan, and evacuation

procedures. Parents/guardians shall be informed of the types of science laboratory activities that will be conducted and encouraged to sign consent forms for their child's participation.

~~Pursuant to Education Code 60640, the California Assessment of Student Performance and Progress includes administration of science assessments at grades 5, 8, and 10. The California Standards Tests are to be used for this purpose until a science assessment that is aligned with the CA-NGSS is adopted. Students with disabilities who are unable to participate in the science assessments, even with allowable testing variations and resources, must be administered either the California Modified Assessment or California Alternate Performance Assessment in accordance with their individualized education program. See AR 6162.51 - State Academic Achievement Tests.~~

The Superintendent or designee shall regularly report to the Board regarding the implementation and effectiveness of the science curriculum at each grade level. At a minimum, each report shall address the extent to which the program is aligned with the CA-NGSS, any applicable student assessment results, and feedback from students, parents/guardians, and staff regarding the program.

HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Joy Gabler

FROM: Jill Rubalcava

DATE: May 5, 2025

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: May 28, 2025

**ITEM:** Board Policy 6142.94 - History-Social Science Instruction

**PURPOSE:** Policy updated to expand the philosophical statement to specify the Governing Board's belief that history social science instruction include a foundation for the appreciation of different ethnicities, the wise use of natural resources, and the responsible management of personal finance.

**FISCAL IMPACT:** none

**RECOMMENDATIONS:** approval

## Policy 6142.94: History-Social Science Instruction

**Status:** ADOPTED

**Original Adopted Date:** 09/27/2017 | **Last Reviewed Date:** 09/27/2017

The Board of Trustees believes that the study of history and other social sciences is essential to prepare students to engage in responsible citizenship, comprehend complex global interrelationships, and understand the vital connections among the past, present, and future~~.~~**, as well as to establish a foundation for the appreciation of different ethnicities, the wise use of natural resources, and the responsible management of personal finance.** The district's history-social science education program shall include, at appropriate grade levels, instruction in American and world history, geography, economics, political science, anthropology, psychology, and sociology.

The Board shall adopt academic standards for history-social science which meet or exceed state content standards and describe the knowledge and skills students are expected to possess at each grade level.

The Superintendent or designee shall develop and submit to the Board for approval a comprehensive, sequential curriculum aligned with the district standards and consistent with the state's curriculum framework for history-social science. The curriculum shall be designed to develop students' core knowledge in history and social science and their skills in chronological and spatial thinking, research, and historical interpretation. History-social science instruction shall also include an explicit focus on developing students' literacy in reading, writing, speaking, listening, and other language skills.

The Board shall adopt standards-aligned instructional materials for history-social science in accordance with applicable law, Board policy, and administrative regulation. ~~In addition~~**Additionally**, teachers are encouraged to supplement the curriculum**, in accordance with Board Policy 6161.11 - Supplementary Instructional Materials,** by using biographies, original documents, diaries, letters, legends, speeches, other narrative artifacts, and literature from and about the period being studied.

Personal testimony from persons who can provide first-hand accounts of significant historical events is encouraged and may be provided through oral histories, videos, or other multimedia formats. If oral history is used for instruction related to the role of Americans in World War II or the Vietnam War, such testimony shall exemplify the personal sacrifice and courage of the wide range of ordinary citizens who were called upon to participate in the war, provide views and comments concerning reasons for participating in the war, and provide commentary on the aftermath of the war in Eastern Europe and the former Soviet Union.~~ (Education Code 51221.3, 51221.4)~~

**(Education Code 51221.3, 51221.4)**

The Superintendent or designee shall provide a standards-based professional development program designed to increase teachers' knowledge of adopted instructional materials and instructional strategies for teaching history-social science.

The Superintendent or designee shall regularly evaluate and report to the Board regarding the implementation and effectiveness of the history-social science curriculum at each grade level, including, but not limited to, the extent to which the program is aligned with state standards, any applicable student assessment results, and feedback from students, parents/guardians, and staff regarding the program.

HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Joy Gabler

FROM: Jill Rubalcava

DATE: May 5, 2025

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: May 28, 2025

**ITEM:** Policy 6170.1: Transitional Kindergarten

**PURPOSE:** Policy updated to reflect NEW LAW (AB 2268, 2024) which exempts students in transitional kindergarten (TK) from the requirement to be assessed in English listening and speaking for purposes of initial identification as an English learner, and NEW LAW (SB 153, 2024) which requires districts that commingle TK students and California State Preschool Program children in the same classroom to complete an observation using the Classroom Assessment Scoring System (CLASS) tool and CLASS environment tool.

**FISCAL IMPACT:** none

**RECOMMENDATIONS:** information item

**Policy Manual**
**Hanford Elementary School District**

## Policy 6170.1: Transitional Kindergarten

**Status:** ADOPTED

**Original Adopted Date:** 10/01/2015 | **Last Revised Date:** 9/25/2024| **Last Reviewed Date: 9/25/2024**

The Governing Board desires to offer a high-quality transitional kindergarten (TK) program for eligible children who do not yet meet the minimum age criterion for kindergarten. The TK program shall assist students in developing the academic, social, and emotional skills needed to succeed in kindergarten and beyond.

The district's TK program shall be the first year of a two-year kindergarten program.~~–~~ (Education Code 48000)

The Board encourages ongoing collaboration among district preschool staff, other preschool providers, elementary teachers, administrators, and parents/guardians in the development, implementation, and evaluation of the district's TK program.

**Eligibility**

The district's TK program shall admit children as follows:~~–~~ (Education Code 48000~~):~~)

1. ~~For the 2023-24 school year, children whose fifth birthday is between September 2 and April 2~~

~~2.~~**1.**For the 2024-25 school year, children whose fifth birthday is between September 2 and June 2

~~3.~~**2.**For the 2025-26 school year, and in each school year thereafter, children who turn four by September 1

**A child's eligibility for TK enrollment shall not impact family eligibility for a preschool or child care program, including, but not limited to, a Head Start program, a child care center serving children through an alternative payment program, a general child care and development program, a California State Preschool Program (CSPP), a migrant child care and development program, child care and development services for children with special needs, or a program serving children through a CalWORKs Stage 1, Stage 2, or Stage 3 program. (Education Code 48000)**

Parents/guardians of eligible children shall be notified of the availability of the TK program and of the age, residency, immunization, and any other enrollment requirements. Enrollment in the TK program shall be voluntary.

**Curriculum and Instruction**

The district's TK program shall be based on a modified kindergarten curriculum that is age and developmentally appropriate.– (Education Code 48000)

The program shall be aligned with the preschool learning foundations and preschool curriculum frameworks developed by the California Department of Education (CDE). It shall be designed to facilitate students' development in essential knowledge and skills related to language and literacy, mathematics, physical development, health, visual and performing arts, science, history-social science, English language development, and social-emotional development.

**Students in TK are not required to be assessed in English listening and speaking for purposes of initial identification as an English learner. However the district shall conduct the Home Language Survey during enrollment to identify whether the primary or native language of a student is other than English.**

The Board shall establish the length of the school day in the district's TK program, which shall be at least three hours but no more than four hours long, including recess but excluding noon intermission, except for TK students enrolled in expanded learning opportunity programs provided by the district pursuant to Education Code 46120. If the district has adopted an extended-day kindergarten, the length of the school day for the TK program may be different than the length of the school day for the kindergarten program either at the same or different school sites. The Superintendent or designee shall annually report to CDE as to whether the district's TK programs are offered full--day, part--day, or both.– (Education Code 8973, 37202, 46111, 46115, 46117, 48003)

TK students enrolled in the district will have access to full-day learning programs through the district's expanded learning offerings and/or collaborative partnerships with relevant community groups which may include Head Start programs, and other community-based early learning and care programs.

TK students may be placed in the same classrooms as kindergarten students when necessary, provided that the instructional program is differentiated to meet student needs.

**TK students may be commingled in the same classroom with four-year-old students from a**

**CSPP program as long as the commingled program meets all of the requirements of each program as well as the following requirements: (Education Code 8207, 48000)**

1. **The classroom does not include students enrolled in TK for a second year or students enrolled in a regular kindergarten**
2. **An observation using the Classroom Assessment Scoring System (CLASS) tool and CLASS Environmental tool are completed for the classroom**
3. **All children enrolled for 10 or more hours per week are evaluated using the Desired Results Developmental Profile, as specified in 5 CCR 18272**
4. **The classroom is taught by a teacher that holds a credential issued by the Commission on Teacher Credentialing (CTC) in accordance with Education Code 44065 and 44256**
5. **The classroom is in compliance with the adult-child ratio specified in Education Code 8241**
6. **Contractors of the district report the services, revenues, and expenditures for children in the preschool program in accordance with 5 CCR 18068 except for contractors of the TK program**

The district shall maintain an average TK class enrollment of not more than 24 students for each school site, not including students who are continuously enrolled in and meet the minimum day requirement for independent study for more than 14 school days in a school year.– (Education Code 48000)

**Staffing**

The Superintendent or designee shall ensure that teachers assigned to teach in TK classes possess a teaching credential or permit from CTC that authorizes such instruction.

A credentialed teacher who is first assigned to a TK class after July 1, 2015, shall, by August 1, 2025, have at least 24 units in early childhood education and/or child development, comparable professional experience in a preschool setting, and/or a child development teacher permit or an early childhood specialist credential issued by CTC.– (Education Code 48000)

The Superintendent or designee may provide professional development as needed to ensure that TK teachers are knowledgeable about the standards and effective instructional methods for teaching young children, including, but not limited to, developing competencies in serving inclusive classrooms and dual language learners.

The district shall maintain an average of at least one adult for every 12 students for TK classrooms and, contingent upon an appropriation of funding, maintain an average of at least one adult for every 10 students commencing with the 2025-26 school year.– (Education Code

48000)

**Continuation to Kindergarten**

Students who complete the TK program shall be eligible to continue in kindergarten the following school year. Parents/guardians of such students shall not be required to submit a signed Kindergarten Continuance Form for kindergarten attendance.

A student shall not attend more than two years in kindergarten or a combination of TK and kindergarten.– (Education Code 46300)

**Assessment**

The Superintendent or designee may develop or identify appropriate formal and/or informal assessments of TK students' development and progress. The Superintendent or designee shall monitor and regularly report to the Board regarding program implementation, the progress of students in meeting related academic standards, and student preparedness for future education.

HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Joy Gabler

FROM: Jill Rubalcava

DATE: May 5, 2025

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: May 28, 2025

**ITEM:** Administrative Regulation and Board Policy 6174 – Education for English Learners

**PURPOSE:** Regulation updated to reflect NEW LAW (SB 114, 2023) which includes long-term English learners as a numerically significant subgroup, NEW LAW (SB 141, 2023) which defines "long-term English learner" as a student who has not attained English language proficiency within seven years of initial classification as an English learner, and to clarify the differing definitions of “long-term English learner” for the distinct purposes for which they apply. Additionally, regulation updated to reflect NEW LAW (AB 2268, 2024) which exempts students in transitional kindergarten from the requirement to be assessed in English listening and speaking for purposes of initial identification as an English learner. In addition the section “Reclassification/Redesignation was deleted and moved to the accompanying Board policy, as the content is more appropriately placed in policy.
Policy updated to reference NEW LAW (AB 2074, 2024) which requires the California Department of Education to develop a statewide implementation plan for the, “El Roadmap Policy”. Additionally, policy updated to reflect NEW LAW (714, 2023) which clarifies that the term “newcomer student” has the same meaning as “immigrant children and youth” as defined in law, NEW LAW (SB 114, 2023) which includes long-term English learners as a numerically significant subgroup, NEW LAW (SB 141, 2023) which defines "long-term English learner" as a student who has not attained English language proficiency within seven years of initial classification as an English learner, and NEW LAW (AB 2268, 2024) which exemptsstudents in transitional kindergarten from the requirement to be assessed in English listening and speaking for purposes of initial identification as an English learner. In addition, policy updated to remove material related to instruction collaboration agreements which is more appropriately placed in other

policy, include material from the accompanying administrative regulation "Reclassification/Redesignation" section as the content is more appropriately placed in policy, and clarify the differing definitions of "long-term English learner" for the distinct purposes for which they apply

**FISCAL IMPACT:** none

**RECOMMENDATIONS:** information item

## Regulation 6174: Education For English Learners

**Status:** ADOPTED

**Original Adopted Date:** 5/19/1999 | **Last Revised Date:** 10/11/2023 | **Last Reviewed Date:** 10/11/2023

Definitions

*English learner* means a student who is age 3-21 years, who is enrolled or is preparing to enroll in an elementary or secondary school, and whose difficulties in speaking, reading, writing, or understanding the English language may be sufficient to deny the student the ability to meet state academic standards, the ability to successfully achieve in classrooms where the language of instruction is English, or the opportunity to participate fully in society. An English learner may include a student who was not born in the United States or whose native language is a language other than English; a student who is Native American or Alaska Native, or a native resident of the outlying areas, who comes from an environment where a language other than English has had a significant impact on the individual's level of English language proficiency; or a student who is migratory, whose native language is a language other than English, and who comes from an environment where a language other than English is dominant. (Education Code 306; 20 USC 7801)

*Designated English language development* means instruction provided during a time set aside in the regular school day for focused instruction on the state-adopted English language development standards to assist English learners to develop critical English language skills necessary for academic content learning in English. (5 CCR 11300)

*Integrated English language development* means instruction in which the state-adopted English language development standards are used in tandem with the state-adopted academic content standards. Integrated English language development includes specially designed academic instruction in English. (5 CCR 11300)

***Long-term English learner* means:**

1. **For the purpose of setting the local control and accountability plan (LCAP) priorities, a student who has not attained English language proficiency within seven years of initial classification as an English learner (Education Code 52052)**

2. **For the purpose of English language proficiency assessment, an English learner in grades 6-12 who has been enrolled in school in the United States for six years or more and who either: (Education Code 313.1)**

a. **Has remained at the same English language proficiency level for two or more consecutive years, or has regressed to a lower proficiency level; or**

b. **Is a student in grades 6-9 who has scored far below basic or below basic on the prior year's English language arts standards-based achievement test, or a score determined by the Superintendent of Public Instruction on any successor test**

*Native speaker of English* means a student who has learned and used English at home from early childhood and English has been the primary means of concept formation and communication. (Education Code 306)

Identification and Assessments

Upon enrollment in the district, each student's primary language shall be determined through the use of a home language survey. (Education Code 52164.1; 5 CCR 11307, 11518.5)

Any student **in kindergarten or grades 1-12, not including transitional kindergarten,** who is identified as having a primary language other than English, as determined by the home language survey, and who has not previously been identified as an English learner by a California public school or for whom there is no record of results from an administration of an English language proficiency test, shall be initially assessed for English proficiency using the English Language Proficiency Assessments for California (ELPAC). Prior to administering the ELPAC, the Superintendent or designee shall notify the student's parent/guardian in writing that the student will be administered the initial ELPAC. (Education Code 313, 52164.1; 5 CCR 11518.5)

Administration of the ELPAC, including the use of variations and accommodations in test administration when authorized, shall be conducted in accordance with test publisher instructions and 5 CCR 11518.5-11518.37.

Based on the initial assessment, the student shall be classified either as ~~initially fluent in~~**Initial Fluent** English ~~proficient~~**Proficient** or as an English learner. The Superintendent or designee shall notify the student's parent/guardian, in writing, of the results of the ELPAC initial assessment within 30 calendar days after the student's date of initial enrollment, or, if administered prior to the student's initial date of enrollment, up to 60 calendar days prior to such enrollment, but not before July 1 of the school year of the student's initial enrollment. The notice shall indicate whether the student met the ELPAC initial assessment criterion for proficiency and include the district's contact information for use if the parent/guardian has questions or concerns regarding the student's classification. (5 CCR 11518.5)

Each year after a student is identified as an English learner and until the student is redesignated as English proficient, the summative assessment of the ELPAC shall be administered to the student

during a four-month period after January 1 as determined by the California Department of Education. (Education Code 313)

The Superintendent or designee shall notify parents/guardians of their child's results on the summative assessment of the ELPAC within 30 calendar days following receipt of the results from the test contractor or, if the results are received from the test contractor after the last day of instruction for the school year, within 15 working days of the start of the next school year. (Education Code 52164.1; 5 CCR 11518.15)

The parent/guardian of a student participating in, or identified for participation in, a language instruction program supported by federal Title I or Title III funds shall receive notification of the assessment of the student's English proficiency. Such notice shall be provided no later than 30 calendar days after the beginning of the school year or, if the student is identified for program participation during the school year, within two weeks of the student's placement in the program. The notice shall include all of the following: (Education Code 313.2, 440; 20 USC 6312)

1. The reason for the identification of the student as an English learner and the need for placement in a language acquisition program.

2. The level of English proficiency, how the level was assessed, and the status of the student's academic achievement.

3. A description of the language acquisition program in which the student is, or will be, participating, including a description of all of the following:

~~4.~~

   a. The methods of instruction used in the program and in other available programs, including how such programs differ in content, instructional goals, and the use of English and a native language in instruction.

~~5.~~

   b. The manner in which the program will meet the educational strengths and needs of the student.

~~6.~~

   c. The manner in which the program will help the student develop English proficiency and meet age-appropriate academic standards for grade promotion and graduation.

~~7.~~

d. The specific exit requirements for the program, the expected rate of transition from the program into classes not tailored for English learners, and the expected rate of graduation from secondary school if applicable~~.~~

~~8.~~

e. When the student has been identified for special education, the manner in which the program meets the requirements of the student's ~~IEP.~~**individualized education program**

~~9.~~**4.**As applicable, the identification of a student as a long-term English learner or at risk of becoming a long-term English learner, as defined in Education Code 313.1, and the manner in which the program for English language development instruction will meet the educational strengths and needs of such students and help such students develop English proficiency and meet age-appropriate academic standards~~.~~

~~10.~~**5.** Information about the parent/guardian's right to have the student immediately removed from a program upon the parent/guardian's request~~.~~

~~11.~~**6.** Information regarding a parent/guardian's option to decline to enroll the student in the program or to choose another program or method of instruction, if available~~.~~

~~12.~~**7.** Information designed to assist a parent/guardian in selecting among available programs, if more than one program or method is offered~~.~~

Language Acquisition Programs

Whenever parents/guardians of enrolled students, and those enrolled for attendance in the next school year, request that the district establish a specific language acquisition program in accordance with Education Code 310, such requests shall be addressed through the following process: (5 CCR 11311)

1. The school shall make a written record of each request, including any request submitted verbally, that includes the date of the request, the names of the parent/guardian and student making the request, a general description of the request, and the student's grade level on the date of the request~~.~~

   As needed, the school shall assist the parent/guardian in clarifying the request.

   All requests shall be maintained for at least three years from the date of the request~~.~~ **in accordance with Board Policy 3580 - District Records.**

2. The school shall monitor requests on a regular basis and notify the Superintendent or designee when the parents/guardians of at least 30 students enrolled in the school, or at least 20 students in the same grade level, request the same or a substantially similar type of language acquisition program~~.~~

   If the requests are for a multilingual program model, the district shall consider requests from parents/guardians of students enrolled in the school who are native English speakers in

determining whether this threshold is reached.

3. If the number of parents/guardians described in Item #2 is attained, the Superintendent or designee shall:

~~4.~~

a. Within 10 days of reaching the threshold, notify the parents/guardians of students attending the school, the school's teachers, administrators, and the district's English ~~learner parent advisory committee~~**Learner Parent Advisory Committee** and parent advisory committee, in writing, of the requests for a language acquisition program

~~5.~~

b. Identify costs and resources necessary to implement any new language acquisition program, including, but not limited to, certificated teachers with the appropriate authorizations, necessary instructional materials, pertinent professional development for the proposed program, and opportunities for parent/guardian and community engagement to support the proposed program goals

~~6.~~

c. Within 60 calendar days of reaching the threshold number of parents/guardians described in Item #2 above, determine whether it is possible to implement the requested language acquisition program and provide written notice of the determination to parents/guardians of students attending the school, the school's teachers, and administrators

~~7.~~

~~d.~~ If a determination is made to implement the language acquisition program, create and publish a reasonable timeline of actions necessary to implement the program. If a determination is made that it is not possible to implement the program, provide a written explanation of the reason(s) the program cannot be ~~provide~~ **provided.** The district shall notify parents/guardians at the beginning of each school year or upon the student's enrollment regarding the process to request a language acquisition program, including a dual-language immersion program, for their child. The notice shall also include the following: (5 CCR 11309, 11310)

1. A description of the programs provided, including structured English immersion

2. Identification of any language to be taught in addition to English when the program includes instruction in a language other than English

3. The manner in which the program is designed using evidence-based research and includes both designated and integrated English language development~~.~~

4. The manner in which the district has allocated sufficient resources to effectively implement the program, including, but not limited to, certificated teachers with the appropriate authorizations, necessary instructional materials, pertinent professional development, and opportunities for parent/guardian and community engagement to support the program

goals~~.~~

5. The manner in which the program will, within a reasonable period of time, lead to language proficiency and achievement of the state-adopted content standards in English and, when the program includes instruction in another language, in that other language~~.~~

6. The process to request establishment of a language acquisition program not offered at the school

7. For any dual-language immersion program offered, the specific languages to be taught~~.~~

   The notice also may include the program goals, methodology used, and evidence of the proposed program's effectiveness.

The district shall provide additional and appropriate educational services to English learners for the purposes of overcoming language barriers and academic deficits in other areas of the core curriculum. ~~(5 CCR 11302)~~

~~**Reclassification/Redesignation**~~

~~English learners shall be reclassified as fluent English proficient when they are able to comprehend, speak, read, and write English well enough to receive instruction in an English language mainstream classroom and make academic progress at a level substantially equivalent to that of students of the same age or grade whose primary language is English and who are in the regular course of study. (Education Code 52164.6)~~

~~The criteria for determining whether an English learner shall be reclassified as fluent English proficient shall include, but not be limited to: (Education Code 313, 52164.6; 5 CCR 11303)~~

~~1. Assessment of English language proficiency using an objective assessment instrument, including, but not limited to, the ELPAC.~~
~~2. Evaluation by the student's classroom teacher and any other certificated staff with direct responsibility for teaching or placement decisions related to the student, including, but not limited to, a review of the student's curriculum mastery and academic performance.~~
~~3. Parent/guardian involvement, including:~~
~~4.~~
   ~~a. Notice to parents/guardians of language reclassification and placement, including a description of the reclassification process and the parent/guardian's opportunity to participate.~~
~~5.~~
   ~~b. Encouragement of parent/guardian participation in the district's reclassification procedure, including seeking parent/guardian opinion and consultation during the reclassification process~~
~~6.~~
   ~~c. Provision of an interpreter for the parent/guardian, when necessary~~
~~7. Comparison of student performance on an objective assessment of basic skills in English against an empirically established range of performance in basic skills, based on the performance of English proficient students of the same age, which demonstrates whether the student is sufficiently proficient in English to participate effectively in a curriculum designed for students of the same age whose native language is English.~~

~~The student's language proficiency assessments, the participants in the reclassification process, and any decisions regarding reclassification shall be retained in the student's permanent record. (5 CCR 11305)~~

~~The Superintendent or designee shall monitor the progress of reclassified students to ensure their correct classification and placement. (5 CCR 11304)~~

~~The Superintendent or designee shall monitor students for at least four years following their reclassification to ensure the students have not prematurely exited, any academic deficit incurred through participation in the English learner program has been remedied, and the students are meaningfully participating in the standard instructional program compared to students who had never participated in an English learner program. (5 CCR 11304; 20 USC 6841)~~

# ~~Advisory Committees~~

**(5 CCR 11302)**

**Advisory Committees**

A school-level English Learner Advisory Committee (ELAC) shall be established when there are more than 20 English learners at the school. Parents/guardians of English learners, elected by parents/guardians of English learners at the school, shall constitute committee membership in at least the same percentage as English learners represent of the total number of students in the school. The school may designate for this purpose an existing school-level advisory committee provided that it meets these criteria for committee membership. (Education Code 52176; 5 CCR 11308)

The ELAC shall be responsible for assisting in the development of a schoolwide needs assessment, recommending ways to make parents/guardians aware of the importance of regular school attendance, and advising the principal and school staff in the development of a detailed master plan for English learners for the individual school and submitting the plan to the **Governing** Board for consideration for inclusion in the district master plan. (Education Code 52176)

When the district has more than 50 English learners, the Superintendent or designee shall establish a District English

Learner Advisory Committee (DELAC), the majority of whose membership shall be composed of parents/guardians of English learners who are not employed by the district. Alternatively, the district may use a subcommittee of an existing districtwide advisory committee on which parents/guardians of English learners have membership in at least the same percentage as English learners represent of the total number of students in the district. (Education Code 52176)

The DELAC shall advise the Board on at least the following tasks: (5 CCR 11308)

1. Developing a district master plan**, including policy(ies),** for education programs and services for English learners, taking into consideration the school site plans for English learners~~.~~

2. Conducting a districtwide needs assessment on a school-by-school basis~~.~~

3. Establishing a district program, goals, and objectives for programs and services for English learners~~.~~

4. Developing a plan to ensure compliance with applicable teacher or instructional aide requirements~~.~~

5. Administering the annual language census~~.~~

6. Reviewing and commenting on the district's reclassification procedures~~.~~

7. Reviewing and commenting on the required written parental notifications

In order to assist the advisory committee in carrying out its responsibilities, the Superintendent or designee shall ensure that DELAC and ELAC committee members receive appropriate training and materials. This training shall be planned in full consultation with the members. (5 CCR 11308)

**Local Control and Accountability Plan (**LCAP**)** Advisory Committee

When there are at least 15 percent English learners in the district, with at least 50 students who are English learners, a district-level English ~~learner parent advisory committee~~**Learner Parent Advisory Committee** shall be established to review and comment on the district's ~~local control and accountability plan (~~LCAP~~)~~**.** Such advisory committee shall provide input regarding the district's existing language acquisition programs and language programs, and, where possible, the establishment of other such programs, in accordance with ~~BP~~**Board Policy** 0460 - Local Control and Accountability Plan. The committee shall be composed of a majority of parents/guardians of English learners. If the DELAC acts as the ELAC pursuant to Education Code 52063 and 52062, the DELAC shall also review and comment on the development or annual update of the LCAP. (Education Code 52062, 52063; 5 CCR 11301, 15495)

The DELAC may also serve as the LCAP ~~English learner advisory committee.~~**ELAC, as specified in Board Policy 0460 - Local Control and Accountability Plan**

## Policy 6174: Education For English Learners

**Status:** ADOPTED

**Original Adopted Date:** 5/19/1999| **Last Revised Date:** 10/11/2023| **Last Reviewed Date:** 10/11/2023

The Governing Board intends to provide English learners with challenging curriculum and instruction that maximize the attainment of high levels of proficiency in English, advance multilingual capabilities, and facilitate student achievement in the district's regular course of study.

English learners shall be provided differentiated English language development instruction which is targeted to their English proficiency level. Such instruction shall be based on sound instructional theory, be aligned with state content standards, emphasize inquiry-based learning and critical thinking skills, and be integrated across all subject areas.

No middle or high school student who is an English learner shall be denied enrollment in any of the following:
(Education Code 60811.8)

~~1.~~ Courses in the core curriculum areas of reading/language arts, mathematics, science, and history/social science, courses required to meet state and local high school graduation requirements, or courses required for middle school grade promotion~~.~~

**1.**

However, ~~an English learner who has been enrolled in~~ a **middle or high** school ~~in the United States for less than 12 months or~~ **student who** is ~~enrolled~~**a newcomer student or an immigrant child or youth, as defined in 20 USC 7011, or is a student participating** in a program designed to ~~develop the basic English skills~~**meet the academic and transitional needs** of ~~newly arrived immigrant~~ **newcomer** students **and that has as its primary objective the development of English language proficiency,** may be denied ~~participation~~**enrollment** in any ~~such course,~~**of the courses stated above** if the course of study provided to the student is designed to remedy academic deficits incurred during participation and **is** reasonably calculated to enable the student to attain parity of participation in the standard instructional program within a reasonable length of time after the student enters the school system.

2. A full course load of courses specified in Item #1 above~~.~~

3. Other courses that meet the "A-G" course requirements for college admission or are advanced courses such as honors or Advanced Placement courses, on the sole basis of the student's classification as an English learner~~.~~

The district shall identify in its local control and accountability plan (LCAP) goals and specific actions and services to enhance student engagement, academic achievement, and other outcomes for English learners~~.~~ **and long-term English learners, in accordance with Board Policy and Administrative Regulation 0460 - Local Control and Accountability Plan.**

The Superintendent or designee shall encourage parent/guardian and community involvement in the development and evaluation of programs for English learners. The Superintendent or designee may also provide an English development literacy training program for parents/guardians and community members so that they may better support students' English language development.

**Staff Qualifications and Training**

The Superintendent or designee shall ensure that all staff employed to teach English learners possess the appropriate authorization from the Commission on Teacher Credentialing.

The district shall provide effective professional development to teachers (including teachers in classroom settings that are not the settings of language instruction educational programs), administrators, and other school or community-based organization personnel to improve the instruction and assessment of English learners and enhance staff's ability to understand and use curricula, assessment, and instructional strategies for English learners.

Such professional development shall be of sufficient intensity and duration to produce a positive and lasting impact on teachers' performance in the classroom. (20 USC 6825)

Staff development shall also address the sociocultural needs of English learners and provide opportunities for teachers to engage in supportive, collaborative learning communities.

**Identification and Assessment**

The Superintendent or designee shall maintain procedures for the early identification ~~of English learners~~ and ~~an~~ assessment of ~~their~~**the** proficiency **of English learners at all grade levels, except transitional kindergarten,** using the English Language Proficiency Assessments for California (ELPAC). To oversee test administration, the Superintendent or designee shall annually designate a district ELPAC coordinator and a site coordinator for each test site in accordance with 5 CCR 11518.40-11518.45.

Once identified as an English learner, a student shall be annually assessed for language proficiency until the student is reclassified based on criteria specified in the accompanying administrative regulation.

In addition, English learners' academic achievement in English language arts, mathematics, science,

and any additional subject required by law shall be assessed using the California Assessment of Student Performance and Progress. As necessary, the test shall be administered with testing variations in accordance with 5 CCR 853. English learners who are in their first 12 months of attending a school in the United States shall be exempted from taking the English language arts assessment to the extent allowed by federal law. (Education Code 60603, 60640; 5 CCR 853)

Formative assessments may be utilized to analyze student performance and appropriately adapt teaching methodologies and instructions.

**Language Acquisition Programs**

The district shall offer research-based language acquisition programs that are designed to ensure English acquisition as rapidly and as effectively as possible and that provide instruction to students on the state-adopted academic content standards, including the English language development standards. (Education Code 306; 5 CCR 11300)

At a minimum, the district shall offer a structured English immersion program which includes designated and integrated English language development. In the structured English immersion program, nearly all of the classroom instruction shall be provided in English, but with the curriculum and presentation designed for students who are learning English. (Education Code 305-306; 5 CCR 11309)

For the purpose of determining the amount of instruction to be conducted in English in the structured English immersion program, "nearly all" means that all classroom instruction shall be conducted in English except for clarification, explanation, and support as needed.

In addition, language acquisition programs offered by the district may include, but are not limited to, the following: (Education Code 305-306)

1. A dual-language immersion program that provides integrated language learning and academic instruction for native speakers of English and native speakers of another language, with the goals of high academic achievement, first and second language proficiency, and cross-cultural understanding.

2. A transitional or developmental program for English learners that provides literacy and academic instruction in English and a student's native language and that enables an English learner to achieve English proficiency and academic mastery of subject matter content and higher order thinking skills, including critical thinking, in order to meet state academic content standards.

The district's language acquisition programs for grades K-3 shall comply with class size requirements specified in Education Code 42238.02. (Education Code 310)

In establishing the district's language acquisition programs, the Superintendent or designee shall consult with parents/guardians and the community during the LCAP development process. The

Superintendent or designee shall also consult with administrators, teachers, and other personnel with appropriate authorizations and experience in establishing a language acquisition program. (Education Code 305)

At the beginning of each school year or upon a student's enrollment, parents/guardians shall be provided information on the types of language acquisition programs available to students enrolled in the district, including, but not limited to, a description of each program, the process to be followed in making a program selection, identification of any language to be taught in addition to English when the program includes instruction in another language, and the process to request establishment of a language acquisition program. (Education Code 310; 5 CCR 11310)

Whenever a student is identified as an English learner based on the results of the ELPAC, the student's parents/guardians may choose a language acquisition program that best suits their child. To the extent possible, any language acquisition program requested by the parents/guardians of 30 or more students at the school or by the parents/guardians of 20 or more students at any grade level shall be offered by the school. (Education Code 310; 5 CCR 11311)

~~Until July 1, 2029, the Superintendent or designee may, with Board approval, and as specified in BP 5117 Interdistrict Attendance, enter into an instruction collaboration agreement (ICA) with another school district, county office of education, or charter school to offer the same or similar courses and coursework to students who have been impacted by teacher shortages, disruptions, or cancellations, or teacher shortages to dual language immersion programs. (Education Code 48345)~~

**Reclassification/Redesignation**

When an English learner ~~is~~**has acquired a reasonable level of English proficiency, as** determined based on state and district reclassification criteria ~~to have acquired a reasonable level of English proficiency~~ pursuant to Education Code ~~313 and~~ 52164.6, or upon **the** request ~~by~~**of** the ~~student's~~ parent/guardian **of an English learner**, the student shall be transferred from a language acquisition program into an English language mainstream classroom.

~~**Program Evaluation**~~

**English learners shall be reclassified as fluent English proficient when they are able to comprehend, speak, read, and write English well enough to receive instruction in an English language mainstream classroom and make academic progress at a level substantially equivalent to that of students of the same age or grade whose primary language is English and who are in the regular course of study. (Education Code 52164.6)**

**The criteria for determining whether an English learner shall be reclassified as fluent English proficient shall include, but not be limited to: (Education Code 313, 52164.6; 5 CCR 11303)**

1. **Assessment of English language proficiency using an objective assessment instrument, including, but not limited to, the ELPAC**

2. **Evaluation by the student's classroom teacher and any other certificated staff with direct responsibility for teaching or placement decisions related to the student, including, but not**

**limited to, a review of the student's curriculum mastery and academic performance**

3. **Parent/guardian involvement, including:**

    a. **Notice to parents/guardians of language reclassification and placement, including a description of the reclassification process and the parent/guardian's opportunity to participate**

    b. **Encouragement of parent/guardian participation in the district's reclassification procedure, including seeking parent/guardian opinion and consultation during the reclassification process**

    c. **Provision of an interpreter for the parent/guardian, when necessary**

4. **Comparison of student performance on an objective assessment of basic skills in English against an empirically established range of performance in basic skills, based on the performance of English proficient students of the same age, which demonstrates whether the student is sufficiently proficient in English to participate effectively in a curriculum designed for students of the same age whose native language is English**

**The student's language proficiency assessments, the participants in the reclassification process, and any decisions regarding reclassification shall be retained in the student's permanent record. (5 CCR 11305)**

**The Superintendent or designee shall monitor the progress of reclassified students to ensure their correct classification and placement. (5 CCR 11304)**

**The Superintendent or designee shall monitor students for at least four years following their reclassification to ensure the students have not prematurely exited, any academic deficit incurred through participation in the English learner program has been remedied, and the students are meaningfully participating in the standard instructional program compared to students who had never participated in an English learner program. (5 CCR 11304; 20 USC 6841)**

**Program Evaluation**

To evaluate the effectiveness of the district's educational program for English learners, the Superintendent or designee shall report to the Board, at least annually, regarding:

1. Progress of English learners towards proficiency in English~~.~~

2. The number and percentage of English learners reclassified as fluent English proficient~~.~~

3. The number and percentage of English learners who are or are at risk of being classified as long-term English learners **as defined** in ~~accordance with~~ Education Code ~~311~~**313.1**

4. The achievement of English learners on standards-based tests in core curricular areas~~.~~

5. For any language acquisition program that includes instruction in a language other than English, student achievement in the non-English language in accordance with 5 CCR 11309~~.~~

6. Progress toward any other goals ~~for English learners~~ identified in the district's LCAP~~.~~ **for English learners and long-term English learners as defined in Education Code 52052**

7. A comparison of current data with data from at least the previous year in regard to Items #1-6 above~~.~~

8. A comparison of data between the different language acquisition programs offered by the district~~.~~

The Superintendent or designee shall also provide the Board with regular reports from any district or schoolwide English learner advisory committees.

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HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Joy Gabler

FROM: Dr. Cruz Sanchez

DATE: 5/19/2025

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 5/28/2025

**ITEM:** BP/AR 6159: Individualized Education Program

**PURPOSE:** Policy reviewed in conjunction with the accompanying administrative regulation and updated for technical revisions, including changing the term "students with disabilities" to "students with exceptional needs".

Regulation updated to reflect NEW LAW (AB 438, 2024) which requires a student's individualized education program (IEP), if determined appropriate by a student's IEP team, to include measurable postsecondary goals and transition services beginning when the student starts high school or not later than the first IEP to be in effect when the student is 16 years of age or younger, as appropriate, and updated annually thereafter, and NEW LAW (AB 1938, 2024) which requires IEP teams, when determining the least restrictive environment for a deaf, hard of hearing, or deaf-blind student to consider the language needs of the student and to consider placements and services available to the student, as specified. Additionally, policy updated to recognize that assistive devices and services may include artificial intelligence services, and to reflect NEW GUIDANCE from the U.S. Department of Education which provides information to support children with disabilities who need assistive technology devices and services for meaningful access and engagement in education.

**FISCAL IMPACT:** None

**RECOMMENDATIONS:** Approve

## Policy 6159: Individualized Education Program

**Status:** ADOPTED

**Original Adopted Date:** 04/21/2004 | **Last Revised Date:** 06/23/2021 | **Last Reviewed Date:** 06/23/2021

The Board of Trustees desires to provide full educational opportunities to all students with ~~disabilities.~~ exceptional needs. Students with ~~disabilities~~exceptional needs shall receive a free appropriate public education (FAPE) and, to the maximum extent possible, shall be educated in the least restrictive environment with nondisabled students.

For each student with ~~disabilities~~exceptional needs, an individualized education program (IEP) shall be developed which identifies the special education instruction and related services to be provided to the student. -The Superintendent or designee shall develop administrative regulations regarding the membership of the IEP team, the team's responsibility to develop and regularly review the IEP, the contents of the IEP, and the development, review, and revision processes.

The district shall make FAPE available to individuals with disabilities ages 3-21 who reside in the district, including:
-(Education Code 56040; 20 USC 1412; 34 CFR 300.17, 300.101, 300.104)

1. Students who have been suspended or expelled from school
2. Students who are placed by the district in a nonpublic, nonsectarian school
3. Individuals age 18-21 years who are incarcerated in an adult correctional facility and were identified as being an individual with disabilities or had an IEP in their prior educational placement

## Regulation 6159: Individualized Education Program

**Status:** ADOPTED

**Original Adopted Date:** 05/16/2001 | **Last Revised Date:** 06/23/2021 | **Last Reviewed Date:** 06/23/2021

At the beginning of each school year, the district shall have an individualized education program (IEP) in effect for each student with ~~a disability~~an exceptional need within district jurisdiction. The IEP shall be a written statement ~~designed~~that is developed, reviewed, and revised by the IEP team to meet the unique educational needs of a student with ~~a disability.~~an exceptional need. (Education Code 56344~~;~~, 56345; 34 CFR 300.320, 300.323)

### Members of the IEP Team

Unless excused by written agreement in accordance with Education Code 56341, the IEP team for any student with ~~a disability~~an exceptional need shall include the following members: (Education Code 56341, 56341.5; 20 USC 1414~~(;~~; 34 CFR 300.321)

1. One or both of the student's parents/guardians and/or a representative selected by them

   To the extent permitted by federal law, a foster parent shall have the same rights relative to a foster child's IEP as a parent/guardian. (Education Code 56055)

2. If the student is or may be participating in the ~~regular~~general education program, at least one of the student's ~~regular~~general education teachers designated by the Superintendent or designee to represent the student's general education teachers

   The ~~regular~~general education teacher shall, to the extent appropriate, participate in the development, review, and revision of the student's IEP, including assisting in the determination of appropriate positive behavioral interventions, supports, and other strategies for the student, and supplementary aids and services, program modifications, and supports for school personnel that will be provided for the student, consistent with 34 CFR 300.320. (Education Code 56341; 20 USC 1414~~(d)(3)(C);~~; 34 CFR 300.324)

3. At least one of the student's special education teachers or, where appropriate, special education providers

4. A representative of the district who is:

   a. Qualified to provide or supervise the provision of specially designed instruction to meet the unique needs of students with ~~disabilities~~exceptional needs

   b. Knowledgeable about the general education curriculum

   c. Knowledgeable about the availability of district resources

5. An individual who can interpret the instructional implications of assessment results

   This individual may already be a member of the team as described in Items #2-4 above or in Item #6 below.

6. At the discretion of the parent/guardian or the Superintendent or designee, other individuals who have knowledge or special expertise regarding the student, including related services personnel, as appropriate~~.~~

   The determination of whether the individual has knowledge or special expertise regarding the student shall be made by the party who invites the individual to be a member of the IEP team.

7. Whenever appropriate, the student~~ with a disability~~

   In the development, review, or revision of ~~his/her~~the IEP, the student shall be allowed to provide confidential input to any representative of ~~his/her~~the IEP team. (Education Code 56341.5)

8. When the student is suspected of having a specific learning disability, at least one individual who is qualified to conduct individual diagnostic examinations of the student such as a school psychologist, speech language pathologist, or remedial reading teacher

   In accordance with 34 CFR 300.310, at least one team member other than the student's ~~regular~~general education teacher shall observe the student's academic performance and behavior in the areas of difficulty in ~~his/her~~the student's learning environment, including in the ~~regular~~general education classroom setting. If the child is younger than five years or not enrolled in school, a team member shall observe the child in an environment appropriate for a child of that age.

In the following circumstances, the Superintendent or designee shall invite other specified individuals to an IEP team meeting:

1. When the student has been placed in a group home by the juvenile court, a representative of the group home shall be invited to attend the IEP team ~~meetings.~~meeting (Education Code 56341.2)

2. Whenever the IEP team is meeting to consider the student's postsecondary goals and the transition services needed to assist ~~-~~the student in reaching the goals~~-~~, the following individuals shall be invited to attend: (34 CFR 300.321)
   ~~300.321)~~

   a. The student, regardless of ~~his/her~~the student's age

      If the student does not attend the IEP team meeting, the Superintendent or designee shall take other steps to ensure that the student's preferences and interests are considered.

   b. To the extent appropriate, and with the consent of the parent/guardian or adult student, a representative of any other agency that is likely to be responsible for providing or paying for the transition services

3. If the student was previously served under the Early Education for Individuals with Exceptional Needs
   (Education Code 56425-56432) or the California Early Intervention Services Act (Government Code 95000-95004), and upon request of the student's parent/guardian, the Superintendent or designee shall invite the Infant and Toddlers with Disabilities Coordinator or other representative of the early education or early intervention system to the initial IEP team meeting to assist with the smooth transition of services~~.~~ (Education Code 56341; 20 USC 1414~~(d)(1)(D);~~; 34 CFR 300.321)

A member of the IEP team shall not be required to attend an IEP team meeting, in whole or in part, if the parent/guardian and the district agree, in writing, that the attendance of the member is not necessary because the member's area of the curriculum or related services is not being modified or discussed at the meeting. Even if the meeting involves a discussion of the IEP team member's area of the curriculum or related service, the member may be excused from the meeting if the parent/guardian, in writing, and the district consent to the excusal after conferring with the member and the member submits to the

parent/guardian and team written input into the development of the IEP prior to the meeting. (Education Code 56043, 56341; 20 USC 1414~~(d)(1)(C);~~; 34 CFR 300.321)

**Contents of the IEP**

The IEP shall include, but not be limited to, all of the following: (Education Code ~~56043,~~ 56345, 56345.1; 20 USC 1414; 34 CFR 300.320)

1. A statement of the present levels of the student's academic achievement and functional performance, including:

    a. The manner in which the exceptional need affects the student's ~~disability affects his/her~~ involvement and progress in the general education curriculum (i.e., the same curriculum as for ~~nondisabled students~~a student without exceptional needs)

    b. For a preschool ~~child~~student, as appropriate, the manner in which the ~~disability~~exceptional need affects ~~his/her~~the student's participation in appropriate activities

    c. For a student with ~~a disability~~an exceptional need who takes alternate assessments aligned to alternate achievement standards, a description of benchmarks or short-term objectives

2. A statement of measurable annual goals, including academic and functional goals, designed to:

    a. Meet the student's needs that result from ~~his/her disability~~an exceptional need in order to enable the student to be involved in and make progress in the general education curriculum

    b. Meet each of the student's other educational needs that result from ~~his/her disability~~the exceptional need

3. A description of the manner in which the student's progress toward meeting the annual goals described in Item #2 above will be measured and when the district will provide periodic reports on the progress the student is making toward meeting the annual goals, such as through the use of quarterly or other periodic reports, concurrent with the issuance of report cards

4. A statement of the special education instruction and related services and supplementary aids and services, based on peer-reviewed research to the extent practicable, to be provided to the student or on behalf of the student, and a statement of the program modifications or supports for school personnel that will be provided to enable the student to:

    a. Advance appropriately toward attaining the annual goals

    b. Be involved and make progress in the general education curriculum in accordance with Item #1 above and to participate in extracurricular and other nonacademic activities

    c. Be educated and participate with other students with ~~disabilities~~exceptional needs and ~~nondisabled~~ students without exceptional needs in the activities described in the IEP

5. An explanation of the extent, if any, to which the student will not participate with ~~nondisabled~~ students without exceptional needs in the regular class and in extracurricular and other nonacademic activities described in the IEP

6. A statement of any appropriate individual accommodations necessary to measure the academic achievement and functional performance of the student on state and districtwide assessments

   If the IEP team determines that the student shall take an alternate assessment instead of a particular regular state or districtwide assessment, the student's IEP ~~also~~ shall also include a statement of the reason that ~~he/she~~the student cannot participate in the regular assessment and the reason that the particular alternate assessment selected is appropriate ~~for him/her~~.

7. The projected date for the beginning of the services and modifications described in Item #4 above and the anticipated frequency, location, and duration of those services and modifications

8. ~~Beginning~~If determined appropriate by the IEP team, when the student starts high school or not later than the first IEP to be in effect when the student is 16 years of age, or younger ~~if determined appropriate by the IEP team~~, and updated annually thereafter, the following:

   a. Appropriate measurable postsecondary goals based upon age-appropriate transition assessments related to training, education, employment, and where appropriate, independent living skills

   b. The transition services, including courses of study, needed to assist the student in reaching those goals

9. A description of the means by which the IEP will be provided under emergency conditions, as described in Education Code 46392, in which instruction and/or services cannot be provided to the student either at the school or in person for more than 10 school days~~.~~

   ~~9.~~ The description shall take into account public health orders and shall include special ~~eduction~~education and related services, supplementary aids and services, transition services, and extended school year services.

10. Beginning at least one year before the student reaches age 18, a statement that the student has been informed of ~~his/her~~the rights, if any, that will transfer to ~~him/her~~the student upon reaching age 18, pursuant to Education Code 56041.5

11. For a student in grades 7-12, any alternative means and modes necessary for the student to complete the district's prescribed course of study and to meet or exceed proficiency standards required for graduation

12. For a student whose native language is not English, linguistically appropriate goals, objectives, programs, and services

13. Extended school year services when the IEP team determines, on an individual basis, that the services are necessary for the provision of a free appropriate public education (FAPE)

14. If the student is to be transferred from a special class or nonpublic, nonsectarian school into a ~~regular~~general education program in a public school for any part of the school day, provision for transition into the general education program including descriptions of activities intended to:

    ~~a.~~ Integrate the student into the ~~regular~~general education program, including ~~indications of~~ the nature of each

    a. activity and the time spent on the activity each day or week

b. Support the transition of the student from the special education program into the ~~regular~~general education program

15. For a student with low incidence disabilities, specialized services, materials, and equipment consistent with the guidelines pursuant to Education Code 56136

To assist a student who is blind, has low vision, or is visually impaired to achieve the student's maximum potential, the IEP team may consider instruction in the expanded core curriculum, including compensatory skills such as Braille, concept development, or other skills needed to access the core curriculum; orientation and mobility; social interaction skills; career technical education~~,~~; assistive technology, including optical devices; independent living skills~~,~~; recreation and leisure; self-determination; and sensory efficiency. -When appropriate, such services may be offered before or after school. (Education Code 56353)

**Development of the IEP**

Within 30 days of a determination that a student needs special education and related services, the Superintendent or designee shall ensure that a meeting to develop an initial IEP is conducted. (Education Code 56043; 34 CFR 300.323)

Any IEP required as a result of an assessment of a student shall be developed within 60 days from the date of receipt of the parent/guardian's written consent for assessment, unless the parent/guardian agrees, in writing, to an extension. Days between the student's regular school sessions, terms, or vacation of more than five school days shall not be counted. In the case of school vacations, the 60-day time limit shall recommence on the date that the student's school days reconvene. (Education Code ~~560436~~56043, 56344)

However, when the IEP is required as a result of an assessment of a student for whom a referral has been made 30 days or less prior to the end of the preceding regular school year, the IEP shall be developed within 30 days after the commencement of the subsequent regular school year. (Education Code 56344)

In developing the IEP, the IEP team shall consider all of the following: (Education Code 56040.6, 56341.1, 56345; 20 USC 1414~~(~~; 34 CFR 300.324)

1. The strengths of the student

2. The concerns of the parents/guardians for enhancing the education of their child

3. The results of the initial or most recent assessment of the student

4. The academic, developmental, and functional needs of the student

5. In the case of a student whose behavior impedes ~~his/her~~the student's learning or that of others, the use of positive behavioral interventions and supports and other strategies to address that behavior

6. In the case of a student with limited English proficiency, the language needs of the student as such needs relate to the student's IEP

7. In the case of a student who is blind or visually impaired, the need to provide for instruction in Braille and instruction in the use of Braille

   However, such instruction need not be included in the IEP if the IEP team determines that instruction in Braille or the use of Braille is not appropriate for the student. This determination shall be based

upon an assessment of the student's reading and writing skills, ~~his/her~~needs, and appropriate reading and writing media, including an assessment of future needs for instruction in Braille or the use of Braille.

8. The communication needs of the student and, in the case of a student who is deaf ~~or~~, hard of hearing, or deafblind, the student's language and communication needs, opportunities for direct communications with peers and professional personnel in the student's language and communication mode, academic level, and full range of needs, including opportunities for direct instruction in the student's language and communication mode

   The team shall also consider ~~the~~placements, related services, and program options that provide the student with an equal opportunity for communication access, as described in Education Code 56345.

9. Whether the student requires assistive technology devices and services, including artificial intelligence devices and services

If, in considering the special factors in Items #1-9 above, the IEP team determines that the student needs a particular device or service, including an intervention, accommodation, or other program modification, in order to receive FAPE, the team shall include a statement to that effect in the student's IEP. (Education Code 56341.1)

**Provision of Special Education and Related Services**

The district shall ensure that, as soon as possible following development of the IEP, special education ~~services~~ and related services are made available to the student in accordance with ~~his/her~~the IEP. (Education Code 56344; 34 CFR 300.323)

The Superintendent or designee shall ensure that the student's IEP is accessible to each ~~regular~~general education teacher, special education teacher, related service provider, and any other service provider who is responsible for its implementation. The Superintendent or designee also shall ensure that such teachers and providers are informed of their specific responsibilities related to implementing the IEP and the specific accommodations, modifications, and supports that must be provided to the student in accordance with the IEP. (34 CFR 300.323)

If an orientation and mobility evaluation is determined to be needed for a student who is blind, has low vision, or is visually impaired, the evaluation shall be conducted by a person who is appropriately certified as an orientation and mobility specialist and shall occur in familiar and unfamiliar environments, in varying lighting conditions, and in the home, school, and community, as appropriate. The Superintendent or designee may require annual written parent/guardian consent to provide orientation and mobility services when such services are provided before or after school and when they are provided away ~~for~~from the school site. (Education Code 56354; 5 CCR 3051.3)

If a student's IEP requires the provision of assistive technology devices or services, including artificial intelligence services, the district shall provide such devices or services and shall, on a case-by-case basis, provide for the use of school-purchased devices or services in the student's home or other settings if the IEP team determines that the student needs access to those devices or services in order to receive FAPE. If a student who requires the use of an assistive technology device or services transfers to another local educational agency, the district shall provide the student with continued access to ~~the~~that device or services or a comparable device or service for two months from the date the student ceased to be enrolled in the district or until alternative arrangements can be made to provide access to the device, whichever occurs first. (Education Code 56040.3; 34 CFR 300.105)

**Review and Revision of the IEP**

The Superintendent or designee shall ensure that the IEP team reviews the IEP periodically, but at least annually, in order to: (Education Code 56043, 56341.1, 56380; 20 USC 1414~~(d)(4);~~; 34 CFR 300.324)

1. Determine whether the annual goals for the student are being achieved

2. Revise the IEP, as appropriate, to address:

    a. Any lack of expected progress toward the annual goals and in the general education curriculum, where appropriate

    b. The results of any reassessment conducted pursuant to Education Code 56381

    c. Information about the student provided to or by the parents/guardians regarding review of evaluation data pursuant to 34 CFR 300.305~~(a)(2)~~ and Education Code 56381~~(b)~~

    d. The student's anticipated needs

    e. Any other relevant matter

3. Consider the special factors listed in Items #5-9 above, under "Development of the IEP," when reviewing the IEP of any student with ~~a disability~~an exceptional need to whom one of those factors may apply

The IEP team shall also meet at any other time upon request by the student's parent/guardian or teacher to review or revise the IEP. (Education Code 56343)

When a parent/guardian requests an IEP team meeting to review the IEP, the team shall meet within 30 days of receiving the parent/guardian's written request, not counting days between the student's regular school sessions or terms or days of school vacation in excess of five school days. If a parent/guardian makes an oral request, the district shall notify the parent/guardian of the need for a written request and the procedure for filing such a request. (Education Code 56043, 56343.5)

~~(Education Code 56043, 56343.5)~~

A regular education or special education teacher may request a review of the classroom assignment of a student with ~~a disability~~an exceptional need by submitting a written request to the Superintendent or designee. The Superintendent or designee shall consider the request within 20 days of receiving it, not counting days when school is not in session or, for year-round schools, days when the school is off track. If the review indicates a need for change in the student's placement, instruction, and/or related services, the Superintendent or designee shall convene an IEP team meeting, which shall be held within 30 days of the Superintendent or designee's review, not counting days when school is not in session or days when school is off track, unless the student's parent/guardian consents in writing to an extension of time.

If a participating agency other than the district fails to provide the transition services described in the student's IEP, the team shall reconvene to identify alternative strategies to meet the transition service objectives set out for the student in the IEP. (Education Code 56345.1; 20 USC 1414~~(d);~~; 34 CFR 300.324)

If a student with ~~a disability~~an exceptional need residing in a licensed children's institution or foster family home has been placed by the district in a nonpublic, nonsectarian school, the Superintendent or designee shall conduct an annual evaluation as part of the IEP process of whether the placement is the least restrictive environment that is appropriate to meet the student's needs. (Education Code 56157)

To the extent possible, the Superintendent or designee shall encourage the consolidation of reassessment meetings and other IEP team meetings for a student. (20 USC 1414; 34 CFR 300.324)

When a change is necessary to a student's IEP after the annual IEP team meeting for the school year has been held, the parent/guardian and the Superintendent or designee may agree not to convene an IEP team meeting for the purpose of making the change and instead may develop a written document to amend or modify the student's current IEP. The IEP team shall be informed of any such changes. Upon request, the Superintendent or designee shall provide the parent/guardian with a revised copy of the IEP with the incorporated amendments. (Education Code 56380.1; 20 USC 1414; 34 CFR 300.324)

**Audio Recording of IEP Team Meetings**

Parents/guardians and the Superintendent or designee shall have the right to audio record the proceedings of IEP team meetings, provided members of the IEP team are notified of this intent at least 24 hours before the meeting. If the Superintendent or designee gives notice of intent to audio record a meeting and the parent/guardian objects or refuses to attend because the meeting would be audio recorded, the meeting shall not be audio recorded.
Parents/guardians also have the right to: (Education Code 56341.1)

1. Inspect and review the audio recordings

2. Request that an audio recording be amended if they believe it contains information that is inaccurate, misleading, or in violation of the student's privacy rights or other rights

3. Challenge, in a hearing, information that the parents/guardians believe is inaccurate, misleading, or in violation of the student's privacy rights or other rights

**Parent/Guardian Participation and Other Rights**

The Superintendent or designee shall take steps to ensure that one or both of the parents/guardians of the student with ~~a disability~~an exceptional need are present at each IEP team meeting or are afforded the opportunity to participate. These steps shall include notifying the parents/guardians of the meeting early enough to ensure that they will have the opportunity to attend and scheduling the meeting at a mutually agreed upon time and place. (Education Code 56341.5; 34 CFR 300.322)

The Superintendent or designee shall send parents/guardians notices of IEP team meetings that: (Education Code 56341.5; 34 CFR 300.322)

1. Indicate the purpose, time, and location of the meeting

2. Indicate who will be in attendance at the meeting

3. Inform them of:

    a. Their right to bring to the meeting other individuals who have knowledge or special expertise about the student, pursuant to Education Code 56341~~(b)(6)~~

    b. The provision of Education Code 56341~~(i)~~ relating to the participation of the Infant and Toddlers with

Disabilities Coordinator at the initial IEP team meeting, if the student was previously served under Early Education for Individuals with Exceptional Needs (Education Code 56425-56432) or the California Early Intervention Services Act (Government Code 95000-95004)

~~In addition~~Additionally, when the IEP team meeting is to consider the development, review, or revision of the IEP of a student with ~~a disability~~an exceptional need who is 16 years of age or older, or younger than

16 if deemed appropriate by the IEP team, the Superintendent or designee's notice to the student's parents/guardians shall include the following: (Education Code 56341.5)

1. An indication that a purpose of the meeting will be the consideration of postsecondary goals and transition services for the student pursuant to Education Code 56345.1, 20 USC 1414, and 34 CFR 300.320~~)~~

2. An indication that the student is invited to the IEP team meeting

At each IEP team meeting convened by the district, the district administrator or specialist on the team shall inform the parent/guardian and student of the federal and state procedural safeguards included in the notice of parental rights provided pursuant to Education Code 56321. (Education Code 56500.1)

The parent/guardian shall have the right and opportunity to examine all of ~~his/her child's~~the student's school records upon request, before any IEP meeting, and in connection with any hearing or resolution session on matters affecting ~~his/her child~~the student, including, but not limited to, initial formal assessment, procedural safeguards, and due process. Upon receipt of an oral or written request, the Superintendent or designee shall provide complete copies of the records within five business days. (Education Code 56043, 56504)

The parent/guardian shall have the right to present information to the IEP team in person or through a representative and the right to participate in meetings that relate to eligibility for special education and related services, recommendations, and program planning. (Education Code 56341.1)

If neither parent/guardian can attend the meeting, the Superintendent or designee shall use other methods to ensure parent/guardian participation, including video conferences or individual or conference telephone calls. (Education Code 56341.5; 20 USC 1414; 34 CFR 300.322)

An IEP team meeting may be conducted without a parent/guardian in attendance if the Superintendent or designee is unable to convince the parent/guardian ~~that he/she should~~to attend. In such a case, the Superintendent or designee shall maintain a record of the attempts to arrange a mutually agreed upon time and place for the meeting, including: (Education Code 56341.5; 34 CFR 300.322)

1. Detailed records of telephone calls made or attempted and the results of those calls

2. Copies of correspondence sent to the parent/guardian and any responses received

3. Detailed records of visits made to the parent/guardian's home or place of employment and the results of those visits

The Superintendent or designee shall take any action necessary to ensure that the parents/guardians understand the proceedings of the meeting, including arranging for an interpreter for parents/guardians with deafness or whose native language is not English. (Education Code 56341.5; 34 CFR 300.322)

The Superintendent or designee shall give the parents/guardians of a student with ~~a disability~~an exceptional need a copy of ~~his/her child's~~the IEP at no cost. (Education Code 56341.5; 34 CFR 300.322)

**Parent/Guardian Consent for Provision of Special Education and Services**

Before providing special education and related services to any student pursuant to 20 USC 1414, the Superintendent or designee shall seek to obtain informed consent of the student's parent/guardian ~~pursuant to 20 USC 1414(a)(1). The district shall not provide services by utilizing the due process hearing procedures pursuant to 20 USC 1415(f) if the parent/guardian refuses to consent to the initiation of services. If the parent/guardian does not consent to all of the components of the IEP, then those components to which the parent/guardian has consented shall be implemented so as not to delay providing instruction and services to the student.~~ (Education Code 56346)

If the parent/guardian fails to respond or refuses to consent to the initiation of services, the district shall not use the due process hearing procedures pursuant to 20 USC 1415 to obtain agreement or a ruling that the services may be provided to the student. -In such ~~circumstance~~circumstances, the district shall not be required to convene an IEP team or develop an IEP for the student. (Education Code 56346)

If the parent/guardian consents in writing to the receipt of special education and related services for the student but does not consent to all of the components of the IEP, then those components to which the parent/guardian has consented shall be implemented so as not to delay providing instruction and services to the student. If the
Superintendent or designee determines that a part of a proposed IEP to which the parent/guardian does not consent is necessary in order to provide the student with FAPE, a due process hearing shall be initiated in accordance with 20 USC 1415. While the due process hearing is pending, the student shall remain in the current placement unless the parent/guardian and the Superintendent or designee agree otherwise. (Education Code 56346)

If at any time subsequent to the initial provision of services, the student's parent/guardian, in writing, revokes consent for the continued provision of special education services, the Superintendent or designee shall provide prior written notice within a reasonable time before ceasing to provide services to the student. The Superintendent or designee shall not request a due process hearing or pursue mediation in order to require an agreement or ruling that services be provided to the student. (Education Code 56346; 34 CFR 300.300, 300.503)

Prior to the discontinuation of services, the Superintendent or designee may offer to meet with the parents/guardians to discuss concerns for the student's education. -However, this meeting shall be voluntary on the part of the parent/guardian and shall not delay the implementation of the parent/guardian's request for discontinuation of services.

When the district ceases to provide special education services in response to the parent/guardian's revocation of consent, the student shall be classified as a general education student.

**Transfer Students**

To facilitate the transition of a student with ~~a disability~~an exceptional need who is transferring into the district, the
Superintendent or designee shall take reasonable steps to promptly obtain the student's records, including ~~his/her~~the IEP and the supporting documents related to the provision of special education services. (Education Code 56325; 34 CFR 300.323)

If the student transfers into the district from another school district within the same ~~SELPA~~Special Education Local Plan Area (SELPA) during the school year, the district shall continue to provide services comparable to those described in the student's existing IEP, unless ~~his/her~~the student's parent/guardian and the district agree to develop, adopt, and implement a new IEP that is consistent with state and federal law. (Education Code 56325; 34 CFR 300.323)

If the student transfers into the district from a school district outside of the district's SELPA during the school year, the district shall provide the student with FAPE, including services comparable to those described in the previous district's IEP~~. Within 30 days, the Superintendent or designee shall,~~ in consultation with the student's ~~parents/guardians,~~parent/guardian, for a period not to exceed 30 days. By the end of that period, the district shall either adopt the previous district's IEP or shall develop, adopt, and implement a new IEP that is consistent with state and federal law. (Education Code 56325; 34 CFR 300.323)

If the student transfers into the district from an out-of-state district during the school year, the district shall provide the student with FAPE, including services comparable to the out-of-state district's IEP, in

consultation with the parent/guardian, until such time as the Superintendent or designee conducts an assessment, if it determines that such an assessment is necessary, and develops, adopts, and implements a new IEP, if appropriate. (Education Code 56325; 34 CFR 300.323)

HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Joy Gabler

FROM: Dr. Cruz Sanchez

DATE: 5/19/2025

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 5/28/2025

**ITEM:** BP/AR 6159.2 Nonpublic, Nonsectarian School and Agency Services for Special Education

**PURPOSE:** Policy updated to provide that for any foster youth served by a nonpublic school or agency (NPS/A), the NPS/A will serve as the school of origin of the foster youth and that the foster youth will be allowed to continue in the school. Additionally, policy updated to include that within 14 days of becoming aware of any change to the certification status of an NPS/A, the district is required to notify parents/guardians of district students who attend the NPS/A of the change in certification status and include in that notice, a copy of procedural safeguards. In addition, policy updated to change the term "students with disabilities" to "students with exceptional needs".

Regulation updated to reflect the requirement that an eligible student with exceptional needs who entered the ninth grade in the 2022-23 school year or later be exempted from all coursework and other requirements adopted by the Governing Board that are in addition to the statewide course requirements for high school graduation, and award such student a high school diploma, and to reflect NEW LAW (SB 153, 2024) which authorizes districts, until July 1, 2031, to extend such an exemption and award a high school diploma to an eligible student with exceptional needs who was enrolled in grade 10 or higher in the 2022-23 school year.

**FISCAL IMPACT:** None

**RECOMMENDATIONS:** Approve

**Policy 6159.2: Nonpublic, Nonsectarian School And Agency Services For Special Education**

**Status:** ADOPTED

**Original Adopted Date:** 05/16/2001 | **Last Revised Date:** 10/11/2023 | **Last Reviewed Date:** 10/11/2023

The Board of Trustees recognizes its responsibility to provide a free appropriate public education to students with ~~disabilities~~exceptional needs in accordance with law. When the district is unable to provide direct special education and/or related services to students with ~~disabilities~~exceptional needs, the Board may enter into a contract with a nonpublic, nonsectarian school or agency (NPS/A) to meet student needs consistent with the comprehensive local plan of the Special Education Local Plan Area.

Prior to entering into a contract to place any student in an NPS/A, the Superintendent or designee shall verify that the school or agency is certified to provide special education and related services to individuals with ~~disabilities~~exceptional needs and complies with staff training requirements in accordance with Education Code 56366 and 56366.1.~~ In addition~~

Additionally, the Superintendent or designee, such as the district's liaison for foster youth, shall verify that for any student served by an NPS/A who is a foster youth, the NPS/A agrees to serve as the school of origin of the foster youth and allow the foster youth to continue the foster youth's education in the NPS/A in accordance with Education Code 56366.1.

The Superintendent or designee shall monitor, on an ongoing basis, the certification of any NPS/A with which the district has a contract to ensure that the certification has not expired.

Within 14 days of becoming aware of any change to the certification status of an NPS/A, including, but not limited to, receiving notification of a determination to suspend or revoke the certification of the NPS/A pursuant to Education Code 56366.4, the district shall notify, through email or regular mail, the parents/guardians of any district student who attends the NPS/A of the change in certification status, which includes a copy of procedural safeguards.
The district shall maintain a record of such notice and make the notice available for inspection upon request by the California Department of Education. (Education Code 56366.45)

No district student with ~~a disability~~exceptional needs shall be referred to, or placed in, an NPS/A unless the student's individualized education program (IEP) team has determined that the placement is appropriate for the student. ~~(Education Code 56342.1)~~

All Master Contracts will be created between the Kings County SELPA and the Nonpublic School. The district shall pay into the Kings County SELPA NPS fund to cover the costs associated with the tuition or fees, as applicable, for students with ~~disabilities~~exceptional needs who are enrolled in programs or receiving services provided by the NPS/A pursuant to the contract. ~~(Education Code 56365)~~

(Education Code 56365)

In accordance with law, any student with ~~disabilities~~exceptional needs placed in an NPS/A shall have all the rights and protections to which students with ~~disabilities~~exceptional needs are generally entitled, including, but not limited to, procedural safeguards, due process rights, and periodic review of the student's IEP.

During the period when any student with ~~disabilities~~exceptional needs is placed in an NPS/A, the student's IEP team shall retain responsibility for monitoring the student's progress towards meeting the goals identified in the IEP.

The Superintendent or designee shall ensure that any contract with an NPS/A contains a requirement for the NPS/A to comply with district policy, procedures, and practices related to student rights, health, and safety, including the use of seclusion and restraint. All NPS/A staff that serve district students shall be made aware of, and trained in such policies, procedures, and practices.

The Superintendent or designee shall notify the Board prior to approving an out-of-state placement for any district student.

The Superintendent or designee may apply to the Superintendent of Public Instruction to waive any of the requirements of Education Code 56365, 56366, and 56366.6. (Education Code 56366.2)

**Regulation 6159.2: Nonpublic, Nonsectarian School And Agency Services For Special Education**

**Status:** ADOPTED

**Original Adopted Date:** 05/16/2001 | **Last Revised Date:** 06/23/2021 | **Last Reviewed Date:** 06/23/2021

## Master Contract

Every master contract ~~with~~between the district and a nonpublic, nonsectarian school or agency (NPS/A) shall specify the general administrative and financial ~~agreement~~agreements for providing special education and designated instruction and services. -The master contract shall be for ~~the~~a term not to exceed one year and shall be renegotiated prior to June 30. -Provisions of the contract shall include, but not be limited to: (Education Code 56366~~.5~~; 5 CCR 3062)

1. Student-teacher ratios

2. Transportation specified in ~~the~~a student's ~~individual~~individualized education program (IEP)

   The contract shall not include special education transportation provided through the use of services or equipment owned, leased, or contracted by the district for students enrolled in the NPS/A unless provided directly or subcontracted by that NPS/A.

3. Procedures for recordkeeping and documentation

4. The maintenance of school records by the district to ensure that appropriate -high school graduation credit is received by any participating student

5. An individual services agreement ~~of~~for each student, which will be negotiated for the length of time for which
   NPS/A special education and designated instruction and services are specified in the student's IEP

6. A description of the process to be utilized by the district to oversee and evaluate placements in the NPS/A, including a method for evaluating whether each student is making appropriate educational progress

7. Procedures and responsibilities for attendance and unexcused absences

8. General provisions related to modifications and amendments to the contract, waivers, disputes, contractor's status, conflicts of interest, termination, inspection and audits, compliance with applicable state and federal laws and regulations, and indemnification and ~~insurances~~insurance requirements

9. Payment ~~schedule~~schedules, including, but not limited to, payment amounts, payment demand, right to withhold, and audit exceptions

The contract may allow for partial or full-time attendance at the NPS/A. (Education Code 56366)

With mutual agreement of the district and NPS/A, changes may be made to the administrative and financial agreements in the master contract at any time, provided the change does not alter a student's ~~education~~educational instruction, services, or placement as outlined in the student's individual services agreement. (Education Code 56366)

The master contract or individual ~~service agreements~~services agreement may be terminated for cause if either party gives 20 days' notice.- However, the availability of a public education program initiated during the period of the contract shall not give cause for termination unless the parent/guardian agrees to transfer the student to the program. (Education Code 56366)

**Placement and Services**

For any student to be placed in ~~a~~an NPS/A, the Superintendent or designee shall ~~be developed~~develop an individual services agreement based on the student's IEP.- Each individual services agreement shall specify the length of time authorized in the student's IEP for the NPS/A services, not to exceed one year. -Changes in a student's educational instruction, services, or placement shall be made only on the basis of revisions to the student's IEP. (Education Code 56366)

At least once each year, the district shall: (Education Code 56366)

1. Evaluate the educational progress of each student placed in an NPS/A, including a review of state assessment results

2. During the annual meeting held to review the student's IEP pursuant to Education Code 56343, consider whether the student's needs continue to be best met at the NPS/A and whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting

Prior to the annual review of a student's IEP, the Superintendent or designee shall notify any high school district to which the student may transfer of the student's enrollment in ~~a~~an NPS/A. (5 CCR 3069)

When a special education student meets the district requirements for completion of the prescribed course of study as designated in the student's IEP, the district shall award the student a diploma of graduation. (5 CCR 3070)

However, a student with exceptional needs who entered the ninth grade in the 2022-23 school year or later shall be exempted from all coursework and other requirements adopted by the Governing Board that are in addition to the statewide course requirements for high school graduation, if the student's IEP meets the criteria specified in law and Board Policy 6146.4 - Differential Graduation and Competency Standards for Students with Disabilities. (Education Code 51225.31)

Additionally, the Superintendent or designee may, until July 1, 2031, exempt a student with exceptional needs who was enrolled in grade 10 or higher in the 2022-23 school year from all coursework and other requirements adopted by the Board that are in addition to the statewide course requirements for high school graduation if the student meets the eligibility criteria specified in Education Code 51225.32.

**Out-of-State Placements**

Before contracting with ~~a~~an NPS/A- outside California, the Superintendent or designee shall document the district's efforts to use public schools and/or to find an appropriate program offered by ~~a~~an NPS/A -within California.
(Education Code 56365)

Within 15 days of any decision for an out-of-state placement, the student's IEP team shall submit to the Superintendent of Public Instruction a report with information about the services provided by the out-of-state program, the costs of the special education and related services provided, and the district's efforts to locate an appropriate public school or NPS/A within California. (Education Code 56365)

If the district decides to place a student with ~~a~~an NPS/A~~-~~ outside the state, the district shall indicate the anticipated date of the student's return to a placement within California and shall document efforts during the previous year to return the student to California. (Education Code 56365)

**On-Site Visits**

The Superintendent or designee shall conduct an on-site visit to an NPS/A before the placement of a student at the ~~school or agency~~NPS/A, if the district does not have any other students currently enrolled at the NPS/A~~/~~. (Education Code ~~65366~~56366.1)

At least once per year, the Superintendent or designee shall conduct an on-site monitoring visit to each NPS/A at which the district has a student attending and with which it maintains a master contract. ~~-~~The monitoring visit shall include, but is not limited to: (Education Code 56366.1)

1. A review of services provided to the student through the individual services agreement
2. A review of progress the student is making toward the goals set forth in the student's IEP
3. A review of progress the student is making toward the goals set forth in the ~~students'~~student's behavioral intervention plan, if applicable
4. An observation of the student during instruction
5. A walkthrough of the facility

The district shall report the findings resulting from the monitoring visit to ~~CDE~~the California Department of Education within 60 calendar days of the on-site visit. (Education Code 56366.1)

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

**TO:** Joy C. Gabler

**FROM:** Jaime Martinez

**DATE:** May 5, 2025

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

( ) Information
(X ) Action

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **May 14, 2025**

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

**PURPOSE:**

**a. Employment**

Certificated Management
- Cameron Mendez, Vice Principal, Kennedy, effective July 28, 2025

Certificated
- Destiny Donahue, Special Education Teacher Intern, effective 8/7/25

Classified Temps/Subs
- Eric Jones, Substitute Yard Supervisor, effective 5/5/25
- Ericka Maldonado, Substitute Paraprofessional (TK/K), effective 5/6/25
- Cindy Medina, Substitute Yard Supervisor, effective 5/9/25
- Jayden Popa, Substitute READY Program Tutor, effective 5/12/25
- Destiny Smith, Substitute Yard Supervisor, effective 5/15/25

Classified Short-Term Employment – Summer Programs
**Elementary Summer Program - King**

- Elizabeth Jackson, Licensed Vocational Nurse – 8.0 hrs., King, effective 6/13/25–7/18/25 (No work 6/19/25 and 7/4/25)
- Judith Nunez-Lara, Bilingual Clerk Typist – 8.0 hrs., King, effective 6/16/25-7/18//25 (No work 6/19/25 and 7/4/25)
- Erica Vega Olguin, Bilingual Clerk Typist – 8.0 hrs., King, effective 6/16/25-6/26/25 (No work 6/19/25 and 7/4/25)
- Angelica Aguilar, Yard Supervisor – 2.0 hrs., King, effective 6/16/25-7/18/25

- Angelique Amador, Yard Supervisor – 2.0 hrs., King, effective 6/16/25-7/18/25
- Angela Corona, Yard Supervisor – 2.0 hrs., King, effective 6/16/25-7/18/25
- Jenny Gonzalez, Yard Supervisor – 2.0 hrs., King, effective 6/16/25-7/18/25
- Francisca Perez, Yard Supervisor – 2.0 hrs., King, effective 6/16/25-7/18/25
- Lorraine Zarate, Yard Supervisor – 2.0 hrs., King, effective 6/16/25-7/18/25
- Yara Gutierrez, READY Site Lead – 8.0 hrs., King, effective 6/11/25-7/18/25 (No work 6/19/25 and 7/4/25)
- Sierra Hilyard, READY Site Lead – 8.0 hrs., King, effective 6/11/25-7/18/25 (No work 6/19/25 and 7/4/25)
- Adrianna Luna, READY Site Lead – 8.0 hrs., King, effective 6/11/25-7/18/25 (No work 6/19/25 and 7/4/25)
- Addrianna Potter, READY Site Lead – 8.0 hrs., King, effective 6/11/25-7/18/25 (No work 6/19/25 and 7/4/25)
- Addie Barraza, READY Program Tutor – 8.0 hrs., King, effective 6/11/25-7/18/25 (No work 6/19/25 and 7/4/25)
- Rylyn Burnett, READY Program Tutor – 8.0 hrs., King, effective 6/11/25-7/18/25 (No work 6/19/25 and 7/4/25)
- Mia Cooper, READY Program Tutor – 8.0 hrs., King, effective 6/11/25-7/18/25 (No work 6/19/25 and 7/4/25)
- Ashton Goldston, READY Program Tutor – 8.0 hrs., King, effective 6/11/25-7/18/25 (No work 6/19/25 and 7/4/25)
- Julie Gonzales, READY Program Tutor – 8.0 hrs., King, effective 6/11/25-7/18/25 (No work 6/19/25 and 7/4/25)
- Michael Leon, READY Program Tutor – 8.0 hrs., King, effective 6/11/25-7/18/25 (No work 6/19/25 and 7/4/25)
- Kristi Ochoa, READY Program Tutor – 8.0 hrs., King, effective 6/11/25-7/18/25 (No work 6/19/25 and 7/4/25)
- Alicia Sanchez, READY Program Tutor – 8.0 hrs., King, effective 6/11/25-7/18/25 (No work 6/19/25 and 7/4/25)
- Ashley Torres, READY Program Tutor – 8.0 hrs., King, effective 6/11/25-7/18/25 (No work 6/19/25 and 7/4/25)
- Selina Valles, READY Program Tutor – 8.0 hrs., King, effective 6/11/25-7/18/25 (No work 6/19/25 and 7/4/25)
- Karen Bautista, READY Program Tutor – 5.0 hrs., King, effective 6/11/25-7/18/25 (No work 6/19/25 and 7/4/25)
- Kristin Brieno, READY Program Tutor – 5.0 hrs., King, effective 6/11/25-7/18/25 (No work 6/19/25 and 7/4/25)
- Jadon Guillen, READY Program Tutor – 5.0 hrs., King, effective 6/11/25-7/18/25 (No work 6/19/25 and 7/4/25)
- Giovanni Herrera, READY Program Tutor – 5.0 hrs., King, effective 6/11/25-7/18/25 (No work 6/19/25 and 7/4/25)
- Kyle Martinez, READY Program Tutor – 5.0 hrs., King, effective 6/11/25-7/18/25 (No work 6/19/25 and 7/4/25)
- Bianca Montoya, READY Program Tutor – 5.0 hrs., King, effective 6/11/25-7/18/25 (No work 6/19/25 and 7/4/25)

- Kamila Naranjo, READY Program Tutor – 5.0 hrs., King, effective 6/11/25-7/18/25 (No work 6/19/25 and 7/4/25)
- AnaSofia Quezada, READY Program Tutor – 5.0 hrs., King, effective 6/11/25-7/18/25 (No work 6/19/25 and 7/4/25)
- LydiaKeren Ramirez, READY Program Tutor – 5.0 hrs., King, effective 6/11/25-7/18/25 (No work 6/19/25 and 7/4/25)
- Viviana Solorio, READY Program Tutor – 5.0 hrs., King, effective 6/11/25-7/18/25 (No work 6/19/25 and 7/4/25)
- Jasmine Vidal, READY Program Tutor – 5.0 hrs., King, effective 6/11/25-7/18/25 (No work 6/19/25 and 7/4/25)
- Desiree Alfaro, READY Program Tutor – 5.5 hrs., King, effective 6/11/25-7/18/25 (No work 6/19/25 and 7/4/25)
- Damien Andrade, READY Program Tutor – 5.5 hrs., King, effective 6/11/25-7/18/25 (No work 6/19/25 and 7/4/25)
- Brittany Archuleta, READY Program Tutor – 5.5 hrs., King, effective 6/11/25-7/18/25 (No work 6/19/25 and 7/4/25)
- Vanessa Banderas, READY Program Tutor – 5.5 hrs., King, effective 6/11/25-7/18/25 (No work 6/19/25 and 7/4/25)
- Samuel Brown, READY Program Tutor – 5.5 hrs., King, effective 6/11/25-7/18/25 (No work 6/19/25 and 7/4/25)
- Alyssa Medina, READY Program Tutor – 5.5 hrs., King, effective 6/11/25-7/18/25 (No work 6/19/25 and 7/4/25)
- Brian Najar-Carrillo, READY Program Tutor – 5.5 hrs., King, effective 6/11/25-7/18/25 (No work 6/19/25 and 7/4/25)
- Marcilina Ocampo, READY Program Tutor – 5.5 hrs., King, effective 6/11/25-7/18/25 (No work 6/19/25 and 7/4/25)
- Vanessa Peralta Sanchez, READY Program Tutor – 5.5 hrs., King, effective 6/11/25-7/18/25 (No work 6/19/25 and 7/4/25)
- Sheccid Solis, READY Program Tutor – 5.5 hrs., King, effective 6/11/25-7/18/25 (No work 6/19/25 and 7/4/25)
- Madison Stewart, READY Program Tutor – 5.5 hrs., King, effective 6/11/25-7/18/25 (No work 6/19/25 and 7/4/25)
- Reynaldo Perez, Student Specialist – 8.0 hrs., King, effective 7/7/25-7/18/25
- Rachelle Vasquez, Student Specialist – 8.0 hrs., King, effective 6/16/25-7/3/25 (No work 6/19/25)
- Linda Cruz, School Operations Officer – 8.0 hrs., King, effective 6/16/25-7/18/25 (No work 6/19/25 and 7/4/25)

<u>Extended School Year Program</u>

- Kimberly Milbrodt, Special Education Aide – 5.0 hrs., King, effective 6/16/25-7/11/25
- Militza Mendoza, Special Education Aide – 5.0 hrs., King, effective 6/16/25-7/11/25
- Lilly Goins, Special Education Aide – 5.0 hrs., King, effective 6/16/25-7/11/25

- Raquel Ramirez, Special Education Aide – 5.0 hrs., King, effective 6/16/25-7/11/25

**b. Rescind Offer of Employment for 2025 Summer Program**

- Catherine Castaneda
- Katelyn Cruse
- Eric Gonzalez
- Nicholas Grillias
- Jewelie Haney
- Angel Hawkins
- Emily Lastiri
- Shelby McWells
- Christina Medina
- Madison Moran
- Melissa Nabayan
- Neyda Ortiz
- Mariah Romero
- Caitlyn Schultze
- Kylie Strickland
- Emily Thompson
- Sherrie Thompson-Pedro
- Roberta Vasquez
- Ashlyn Vidana

**c. Resignations**

Certificated Management

- Steven Mueller, Vice Principal, Kennedy, effective 6/13/25

Certificated

- Margarita Zuniga Barrena, Teacher, Roosevelt, effective 6/6/25

Classified

- Adrianna Luna, READY Site Lead – 5.0 hrs., Hamilton, effective 7/18/25
- Kathleen Nino, Substitute Yard Supervisor, effective 5/9/25
- Daisy Wallace, Licensed Vocational Nurse (Bilingual) – 8.0 hrs., Monroe, effective 6/6/25 (REVISED)

**d. Volunteers**

| **Name** | **School** |
|---|---|
| Rene Huerta | Jefferson |
| Alistair Wittus | Jefferson |
| Tabetha Leon | Monroe |
| Zilda Daniel | Washington |

**RECOMMENDATION:** Approve.

HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Joy C. Gabler

FROM: David Endo

DATE: 05/09/2025

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 05/28/2025

**ITEM:**
Consider approval of the Independent Citizens' Bond Oversight Committee membership.

**PURPOSE:**
The Hanford Elementary School District (the "District") has placed a bond measure on the November 5, 2024 ballot seeking to obtain an authorization from the District's voters to issue up to $23,000,000 aggregate principal amount of the District's school facilities bond ("Measure U"). The Measure U election is being conducted under Proposition 39, being chaptered as the Strict Accountability in Local School Construction Bonds Act of 2000, at Section 15264 *et seq.* of the Education Code of the State ("Prop 39"). Pursuant to Section 15278 of the Education Code, the District is obligated to establish an Independent Citizens' Bond Oversight Committee in order to satisfy the accountability requirements of Prop 39. The Board of Trustees of the District (the "Board") hereby establishes the Independent Citizens' Bond Oversight Committee (the "Committee") for Measure U which shall have the duties and rights set forth in these Bylaws. The Committee does not have legal capacity independent from the District.

**FISCAL IMPACT:**
None.

**RECOMMENDATIONS:**
Approve the Independent Citizens' Bond Oversight Committee membership.

# Measure U (2024 Election)
# Independent Citizens' Bond Oversight Committee

| Years Remaining | Member Name | Category | Number of Terms |
|---|---|---|---|
| year(s) | Richard Janniha | Parent/Guardian | |
| year(s) | Justin Ethridge | Active parent-teacher organization parent/guardian | |
| year(s) | Chris Pulis | Business organization representative | |
| year(s) | Cheri LaVerne | Senior citizens' organization member | |
| year(s) | Louis Martinez | Taxpayer association member | |
| year(s) | Kevin Lemaster | Community member | |
| year(s) | Debra Allen | Community member | |

HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Joy C. Gabler

FROM: David Endo

DATE: 05/19/2025

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 05/28/2025

**ITEM:**
Consider approval of a Memorandum of Understanding (MOU) with Hanford Joint Union High School District (HJUHSD) regarding Summer Swim School.

**PURPOSE:**
The attached MOU will allow HJUHSD to provide swim instruction to HESD students during the HESD's summer school program.

**FISCAL IMPACT:**
The cost is $50,000 to the Expanded Learning Opportunities Program.

**RECOMMENDATIONS:**
Approve the Memorandum of Understanding with Hanford Joint Union High School District regarding Summer Swim School.

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN HANFORD ELEMENTARY SCHOOL DISTRICT AND HANFORD JOINT UNION HIGH SCHOOL DISTRICT REGARDING SUMMER SWIM SCHOOL 2025**

This Memorandum of Understanding (hereinafter "MOU") is made and entered this ____ day of May 2025, by and between the Hanford Elementary School District (hereinafter "HESD") and the Hanford Joint Union High School (hereinafter "HJUHSD").

RECITALS:

A. HESD maintains a Summer youth program and is seeking services for a summer swim program.

B. HJUHSD maintains a workforce that is trained and properly certified to provide said services.

Accordingly, HESD and HJUHSD hereby agree to the following:

1. Term. This MOU is a one (1) year agreement for the term June 1, 2025 through May 31, 2026, or until there is no further need.

2. Swim School Services and Schedule:
    a. Summer Swim School will operate as per the schedule in Exhibit A.
    b. Trained Student Swim Instructors will provide swim instruction for the designated session.
3. HJUHSD Responsibility:
    a. Hire all staff to appropriately run the Summer Swim School.
        1) Swim School Director(s) will be credentialed employees and have appropriate water safety training.
        2) Assistant Swim School Director and Student Swim Instructors will be trained in water safety and proper swim instruction techniques.
        3) Lifeguards will be properly certified as lifeguards through the American Red Cross.
        4) Student Deck Managers will be trained in pool deck safety.
        5) All positions will be CRP/First Aid/AED certified.
    b. Provide pool and restroom facilities.

4. HESD Responsibility:
    a. Transportation of HESD students to and from HESD location and the Hanford High School Pool.
    b. Provide an adequate number of HESD employees that will travel and remain with the HESD students the entire time of the session.
    c. Certify that all HESD employees coming to the Swim School have fingerprint clearance through the Department of Justice (DOJ).
    d. General Liability Insurance: Throughout the term of this Agreement, HESD, at its sole cost and expense, shall maintain in full force and effect comprehensive or commercial general liability insurance covering bodily injury (including death), personal injury, and property damage, including loss

of use. HESD shall provide HJUHSD with a certificate of insurance indicating the aforementioned provisions are in effect and naming HJUHSD as additional insured and including a provision for thirty (30) calendar days' notice prior to cancellation or a material change in coverage. This insurance shall be written for not less than One Million Dollars ($1,000,000) per person, Three Million Dollars ($3,000,000) per occurrence and Three Million Dollars ($3,000,000) for all damages or liability arising out of injury to or destruction of property.

5. Compensation.
   a. HESD will pay HJUHSD $50,000 for the Summer Swim School 2025.

6. Indemnification.
   a. General Indemnification for HESD. HJUHSD shall hold HESD, its elected officials, agents, officers, employees, and volunteers harmless from, save, indemnify, and defend the same against, any and all claims, and damages for injury to person or property, and related costs and expenses (including reasonable attorney's fees), arising out of any act or omission of HJUHSD, its agents, officers, employees, or volunteers, during the performance of its obligations under this MOU.
   b. General Indemnification for HJUHSD. HESD shall hold HJUHSD, its elected officials, agents, officers, employees, and volunteers harmless from, save, indemnify, and defend the same against, any and all claims, and damages for injury to person or property, and related costs and expenses (including reasonable attorney's fees), arising out of any act or omission of HESD, its agents, officers, employees, or volunteers, during the performance of its obligations under this MOU.
   c. Indemnification obligations shall survive termination until expiration of statute of limitations or unless sooner terminated by mutual written agreement of the parties.

7. Binding Effect. This agreement shall inure to the benefit of and shall be binding upon the HESD and HJUHSD and their respective successors and assigns.

8. Severability. If any provision of the Agreement shall be held invalid or unenforceable by a court of competence jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

9. Amendments. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, expect by written agreement signed by HESD and HJUHSD.

10. Termination. HJUHSD and HESD agree that a minimum of a thirty (30) day verbal or written notice of cancellation of this contact by either party is required, unless a lesser amount of notice is agreed to by both parities.

11. Anti-Discrimination. It is the policy of HJUHSD and HESD that there shall be no discrimination against any prospective or active employee engaged in the work

because of race, color, ancestry, national origin, sex or religious creed. Therefore, both parties agree to comply with all applicable Federal and state laws regarding discrimination.

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

Dated: _____ By: _____
Joy Gabler, Superintendent
Hanford Elementary School District

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

HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Joy C. Gabler

FROM: David Endo

DATE: 05/19/2025

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 05/28/2025

**ITEM:**
Consider approval of legal contracts for the 2025-2026 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 2025-2026 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, 2025, 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 DISTRICT

By: _____
Joy Gabler, Superintendent

GRISWOLD, LaSALLE, COBB, DOWD & GIN, LLP

By: _____
Mario U. Zamora

# EXHIBIT "A"

## PROFESSIONAL RATE SCHEDULE 2025

HOURLY PROFESSIONAL RATES:

| | |
|---|---|
| Attorneys: | $210.00 - $350.00 |
| Legal Clerks: | $165.00 - $170.00 |
| Paralegals: | $165.00 |
| Legal Assistants: | $90.00 |

COSTS AND EXPENSES:

| | |
|---|---|
| In-office photocopying | $0.20/per page (black and white)<br>$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 | $375 |
| Partners/Senior Counsel | $355 |
| Senior Associates | $340 |
| Associates | $330 |
| Non-Legal Consultants | $285 |
| Senior Paralegals/Law Clerks | $260 |
| Paralegals/Legal Assistants | $250 |

2. Fixed Fee Services

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. Fee Arrangements for Specialized Legal Services

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. Costs and Expenses

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 exceeds $2,000.00 in amount, and without 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 Firm-provided non-legal consultants as set forth in paragraph F., below. The direct costs for travel and lodging by non-legal consultants may be billed with prior approval.

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. BINDING ARBITRATION

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. DURATION

This Agreement shall commence July 1, 2025 and terminate on June 30, 2026 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

HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Joy C. Gabler

FROM: David Endo

DATE: 05/19/2025

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 05/28/2025

**ITEM:**
Consider approval of Classroom Utilities Agreement with the Kings County Office of Education (KCOE).

**PURPOSE:**
Currently, KCOE pays for utilities for buildings that it uses to school districts across the County. As such, each district has a different method of computing the rate per building for sewer, electricity and gas. The KCOE is proposing to standardize the utility rates for all buildings being used by KCOE on school district infrastructure.

**FISCAL IMPACT:**
There should be an increase in revenue of approximately $28,000.

**RECOMMENDATIONS:**
Approve the Classroom Utilities Agreement.

# CLASSROOM UTLITIES AGREEMENT
**between**
**Hanford Elementary School District**
**and**
**KINGS COUNTY OFFICE OF EDUCATION**

The School District, a California public school district, hereinafter called "District" and the Kings County Office of Education, a California public county office of education, hereinafter called "KCOE" mutually agree as follows:

## RECITALS

WHEREAS, District desires to charge KCOE for utilities for the KCOE classroom located on the grounds of the Hanford Elementary School sites; and

WHEREAS, the District owns the real property on which the subject classroom is located; and

WHEREAS, this agreement would be in the best interests of both parties;

## AGREEMENT

**1.** **TERM:** The term of this Agreement is from July 1, 2025 and ending June 30, 2026.

**2.** **UTILITY COSTS:** KCOE shall pay for their proportionate share of all costs of gas, electricity, water, sewer, telephone service/internet to the property by site.

| Site Location | Square Footage | Annual Utility Amount |
|---|---|---|
| JFK #601 (Swap for Monroe) | 960 sq feet | $2,000 |
| Lincoln #805 (KCOE owned) | 960 sq feet | $2,000 |
| Lincoln #21 | 960 sq feet | $2,000 |
| Lincoln #31 | 960 sq feet | $2,000 |
| MLK #300 (KCOE Owned) | 1,710 sq feet | $4,000 |
| Roosevelt #71 (KCOE Owned) | 1,710 sq feet | $4,000 |
| Roosevelt #63 (KCOE Owned) | 960 sq feet | $2,000 |
| Shelly Baird #1 (KCOE Owned) | 1,440 sq feet | $4,000 |
| Shelly Baird #2 (KCOE Owned) | 1,440 sq feet | $4,000 |
| Shelly Baird #3 (KCOE Owned) | 1,440 sq feet | $4,000 |
| Shelly Baird #4 (KCOE Owned) | 960 sq feet | $2,000 |
| Shelly Baird #5 (KCOE Owned) | 960 sq feet | $2,000 |
| Shelly Baird #6 (KCOE Owned) | 960 sq feet | $2,000 |
| Shelly Baird #7 (KCOE Owned) | 960 sq feet | $2,000 |
| Shelly Baird #8 (KCOE Owned) | 960 sq feet | $2,000 |
| Shelly Baird #9 (KCOE Owned) | 960 sq feet | $2,000 |

| | | |
|---|---|---|
| Shelly Baird #10 (KCOE Owned) | 960 sq feet | $2,000 |
| Shelly Baird #11 (KCOE Owned) | 960 sq feet | $2,000 |
| Shelly Baird #12 (KCOE Owned) | 960 sq feet | $2,000 |
| Shelly Baird #13 | 960 sq feet | $2,000 |
| Shelly Baird #14 | 960 sq feet | $2,000 |
| Shelly Baird Cafeteria | N/A | $4,000 |
| Shelly Baird Admin Offices | N/A | $4,000 |
| Shelly Baird Teacher's Workroom/MTU/Nurse's Station | N/A | $4,000 |
| Total | | $60,000 |

WHEREFORE, the parties hereto, by their signatures herein below, enter into this Agreement effective on the date indicated in Section 1 of this Agreement.

Dated: _____ By: _____
Joy Gabler, Hanford Elem. Superintendent

Dated: _____ By: _____
President of the Board, Hanford Elementary

Dated: _____ By: _____
Todd Barlow, KCOE Superintendent

HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Joy C. Gabler

FROM: David Endo

DATE: 05/19/2025

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 05/28/2025

**ITEM:**
Consider approval of food service agreements with the Kings County Office of Education and Hanford Christian School.

**PURPOSE:**
The District has provided meals to the Kings County Office of Education and Hanford Christian School in the recent past and they have expressed interest in continuing the relationship with the District for the 2025-2026 school year. While there is an increase in workload, it does not result in a significant operational impact to the Food Service Department.

**FISCAL IMPACT:**
The Child Nutrition Fund should realize an increase in revenue dependent on participation.

**RECOMMENDATIONS:**
Approve the food service agreements with the Kings County Office of Education and Hanford Christian School.

# 2025-2026 FOOD SERVICE AGREEMENT

Administering Sponsor: Hanford Elementary School District
Receiving Sponsor: Kings County Office of Education

This Agreement executed in duplicate and entered into on **July 1, 2025,** between the **Administering Sponsor, Hanford Elementary School District,** hereinafter referred to as **SCHOOL FOOD AUTHORITY (SFA)** and the receiving sponsor, **Kings County Office of Education**, hereinafter referred to as **COUNTY SCHOOL**, and is created for the purpose of providing Breakfast and Lunch under the National School Lunch and School Breakfast Program.

School Year 2024-2025, the Shelly Baird Main Campus Community Eligibility Provision (CEP) percentage was renewed, and California implemented a statewide Universal Meal Program for all school children. This program is designed to build on the foundation of the Federal National School Lunch Program (NSLP) and School Breakfast Program (SBP).

With continued implementation of Community Eligibility Provision (CEP) and the Universal Meal Program, Hanford Elementary School District's Food Service Department will provide breakfast and lunch for the **2025-2026** school year and not collect payment from **COUNTY SCHOOL** for each reimbursable breakfast and lunch student meal received.

**It is hereby agreed that:**

1. The **SFA** will represent **COUNTY SCHOOL** as the Child Nutrition Program "Sponsor" and will claim reimbursement from the California Department of Education for all meals served to children enrolled in **COUNTY SCHOOL**. Reimbursement will be claimed at the rate of one breakfast and lunch per child per day, only for complete meals counted at the point of service.

2. To keep the CNIPS application current and in compliance, **COUNTY SCHOOL** will notify the **SFA** of all Name, Address, Phone and Breakfast and Lunch Period Serving time changes as they are made. In addition, the Name, Address, Phone and Breakfast and Lunch Period Serving times will be submitted annually with this Food Service Agreement.

3. Once approved by the California Department of Education, this agreement is considered permanent by the California Department of Education. However, the **SFA** will initiate a new written contract prior to July 1st of each year. Either party may terminate this agreement for cause upon ten days' written notice. Notice of termination will be provided in writing to the California Department of Education, Nutrition Services Division.

4. The **SFA** will verify student Direct Certification Information submitted to the **SFA** by **COUNTY SCHOOL. SFA** will apply for Community Eligibility Provision (CEP) for **COUNTY SCHOOL.** If CEP or Provision is not approved, free and reduce-

price meal applications will be required. SFA will conduct the free and reduced-price application process, including the distribution, review and approval of applications belonging to **COUNTY SCHOOL**.

5. **COUNTY SCHOOL** will perform the point of service meal counts. The **SFA** will provide training as necessary to staff at **COUNTY SCHOOL** regarding point-of-service meal counts and completion of all required documents.

6. The **SFA** will perform the required daily and monthly edit checks.

7. **COUNTY SCHOOL** will ultimately be responsible for meal count. **COUNTY SCHOOL** is to ensure meals are available to students in attendance at the designated meal service time, ensuring students receiving a meal are verified as such at the time of meal receipt. Failure to ensure meals are verified upon receipt may result in fiscal action.

8. The **SFA** will perform the verification process and will notify **COUNTY SCHOOL** of its findings.

9. The **SFA** will assume responsibility for claiming accountability and any over-claims identified during a review or audit and reimburse the State accordingly.

10. The **SFA** will include all participating sites from **COUNTY SCHOOL** in its agreement with the California Department of Education.

11. The **SFA** will provide meals to **COUNTY SCHOOL** that comply with the nutrition standards established by the United States Department of Agriculture for the Enhanced Food Base/Offer vs. Serve menu planning option.

12. The **SFA** will prepare the meals in the District Kitchen located at 924 Katie Hammond Lane. This preparation site will maintain the appropriate state and local health certifications for the facility.

13. **COUNTY SCHOOL** will notify the **SFA** of the number of meals needed no later than 9:00 am by e-mail each day. **COUNTY SCHOOL** will contact **SFA** in a timely manner if additional meals are needed, **COUNTY SCHOOL** will be obligated to accept and pay for the number of meals over ordered and is to increase/decrease amount of breakfast needed in an effort to reduce plate waste. The **SFA** will not be obligated to provide any meals on days when the **SFA** is not open for business.

14. **COUNTY SCHOOL** will provide the personnel, vehicle, and sufficient mobile transport thermos carts to pick up and transport the meals.

15. **COUNTY SCHOOL** will be responsible for transporting the meals from the **SFA** District Kitchen. The pick-up of prepared meals will be no later than 7:45 am for breakfast, and no later than 10:00 am for lunch.

16. The **SFA** will be responsible for maintaining the proper temperature of the meals until **COUNTY SCHOOLS** takes delivery of the meals. At the time of delivery, **COUNTY SCHOOLS** will be responsible for documenting and maintaining the proper temperature of the meals until they are served. Proper food temperatures are to be maintained until meal is received by student.

17. The **SFA** will provide the necessary hotel pans and lids, thermometer, serving scoops, ladles, eating utensils, straws, and napkins during the term of this agreement.

18. **COUNTY SCHOOLS** will provide Food Safety Certified personnel to serve meals, clean serving and eating areas, utensils, mobile transport thermos cart and any other equipment used to transport meals including pre-washing all hotel pans and lids on a daily basis, **COUNTY SCHOOLS** will deliver any and all pre-washed hotel pans and lids that are property owned by the **SFA** to the HESD Lee Richmond Elementary School kitchen before 12:45 p.m.

19. The **SFA** will wash and sanitize the hotel pans and lids in a commercial dishwasher.

20. **COUNTY SCHOOLS** will deliver Food Service reports to the **SFA** daily.

21. No later than three (3) days prior to the end of each month, the **SFA** will provide to **COUNTY SCHOOLS** a monthly menu consisting of the meals to be served the following month.

22. The **SFA** will submit to **COUNTY SCHOOLS itemized** invoices for the meals provided by the **SFA**. The invoices will be calculated at the following rates (please note that rates are subject to change):

a. Student Full Pay Breakfast and Lunch-No Charge
b. Student Reduced Breakfast and Lunch-No Charge
c. Student Free Breakfast and Lunch-No Charge
d. Adult Breakfast-four dollars and fifty cents ($4.50)
e. Adult Lunch– six dollars and twenty-five cents ($6.25)
f. Student Milk - forty cents ($0.40)
g. Adult Milk - forty cents ($0.40)

23. **COUNTY SCHOOLS** will pay **SFA** the full amount as presented on the monthly itemized invoice by the end of the following month.

24. When requested by **COUNTY SCHOOLS**, the **SFA** will provide sack lunches for field trips that meet the meal pattern requirements. Sack lunches for field trips will be requested at least 10 working days in advance. The cost per lunch will remain the same as for the regular lunch. **COUNTY SCHOOLS** will be responsible for maintaining the appropriate temperature of lunches until served. **COUNTY SCHOOLS** will be responsible for creating a list of students attending the field trip and ensuring that only students receiving a lunch from the **SFA** get marked at the time the meal is received by the student. **COUNTY SCHOOLS** will submit the checked off roster to the **SFA** the following day.

25. The gift or exchange of commodities is not permitted. Until meal is received by student, all food remains the property of the **SFA**.

26. **COUNTY SCHOOLS** will indemnify and hold the **SFA** and its officers, employees, and agents harmless from any and all liability, cost, or expense incurred as a result of negligence on the part of **COUNTY SCHOOLS**.

27. **COUNTY SCHOOLS** will keep and maintain liability insurance, including extended coverage for product liability in an amount no less than $1,000,000 (one million dollars) for each occurrence and will provide the **SFA** with a certificate evidencing insurance in the amount, naming the **SFA** as an additional insured and specifying that the coverage will not be canceled or modified without 10 days' prior written notice to the **SFA**. The **SFA** will keep and maintain liability insurance that covers the **SFA's** liability.

28. Both parties will comply with all applicable federal, state, and local statutes and regulations with regard to the preparation and service of National School Lunch and Breakfast Program meals, including, but not limited to, all applicable regulations relating to the overt identification of needy pupils, the nutritional content of meals, sales of non-program foods and nondiscrimination. All records maintained by both parties shall be open and available to inspection by Federal, State, and local authorities in accordance with applicable statutes and regulations.

29. **COUNTY SCHOOL** will abide by all health and safety rules for serving food. They shall have one employee who has successfully passed an approved and accredited Food Safety Certification Examination on site. The Certificate must be current and retained on file at the facility at all times, copy must be made available for the SFA. As needed, SFA can provide a list of approved classes. After each review by the Kings County Health Department, a copy of the review report shall be posted in kitchen as required and copy of report will be sent to the **SFA** by **COUNTY SCHOOL**.

30. **COUNTY SCHOOL** Kitchen is to be well maintained at all times, cooling and warming equipment used during meals service are to be in good working order, temperatures are to be taken and documented daily transport sheet as required. Meal

distribution information (daily transport sheets) is to be completed with correct temperatures and leftover information daily.

31. **COUNTY SCHOOL** will reimburse the **SFA** for any loss of reimbursement funds denied by the National School Lunch Program which arise out of intentional or negligent conduct or omission of **COUNTY SCHOOL.**

32. **SFA** must be notified of student meal accommodations. To ensure proper implementation and student safety, a copy of the medical statement is to be sent to **SFA**.

33. All business and information relating to the execution of this agreement and the services thereof, including kitchen visitations, will be directed to the Manager of Food Services, **SFA**.

TERM

This agreement becomes effective this day and will continue until June 30, 2026

IN WITNESS WHEREOF, HANFORD ELEMENTARY SCHOOL DISTRICT and KINGS COUNTY OFFICE OF EDUCATION has executed this agreement as of the date first written above.

KINGS COUNTY OFFICE OF EDUCATION
Name and Title of Receiving Sponsor Official

By: Jamie Dial
(Signature)

Jamie Dial
(Printed Name)

Title: ~~Superintendent~~ Asst. Supt., Business

Date: 5/2/25

KINGS COUNTY OFFICE OF EDUCATION
Telephone (559) 584-1441

HANFORD ELEMENTARY SCHOOL DISTRICT
Name and Title of SFA Official

By: _____
(Signature)

Joy C. Gabler
(Printed Name)

Title: Superintendent

Date: _____

HANFORD ELEMENTARY SCHOOL DISTRICT
Telephone (559) 585-3620

CALIFORNIA DEPARTMENT OF EDUCATION Approved Denied

By _____

# FOOD SERVICE AGREEMENT

Administering Sponsor: Hanford Elementary School District
Receiving Sponsor: Hanford Christian School

This Agreement executed in duplicate and entered on July 1, 2025, between **Hanford Elementary School District,** hereinafter referred to as **School Food Authority (SFA)** and the receiving sponsor, hereinafter referred to as **HANFORD CHRISTIAN SCHOOL**, and is created for the purpose of providing Meals and Meal Items.

**It is hereby agreed that:**

(1) The **SFA** will make meals and milk available to **HANFORD CHRISTIAN SCHOOL** at the agreed upon rate of three dollars and eighty cents ($3.80) meal only, and forty cents ($0.40) milk only.

(2) The **SFA** will initiate a new written contract prior to July 1st of each year. Either party may terminate this agreement for cause upon ten (10) workdays' written notice. Notice of termination will be provided in writing.

(3) The **SFA** will provide meals to **HANFORD CHRISTIAN SCHOOL** that comply with the nutrition standards established by the United States Department of Agriculture.

(4) The **SFA** will prepare the meals in the Hanford Elementary District Kitchen located at 924 Katie Hammond Lane. This preparation site will maintain the appropriate state and local health certifications for the facility.

(5) **HANFORD CHRISTIAN SCHOOL** will notify the **SFA** of the number of meals needed no later than 9:00 am by e-mail each day. **HANFORD CHRISTIAN SCHOOL** will be obligated to accept and pay for the number of meals and milk requested. The **SFA** will not be obligated to provide any meals on days when the **SFA** is not open for business.

(6) **HANFORD CHRISTIAN SCHOOL** will provide the personnel and vehicle necessary to transport the meals.

(7) **HANFORD CHRISTIAN SCHOOL** will be responsible for transporting the meals from the **SFA** District Kitchen. The pick-up of prepared meals will be no later than 10:45 am.

(8) The **SFA** will be responsible for maintaining the proper temperature of the meals until **HANFORD CHRISTIAN SCHOOL** takes delivery of the meals. At the time of delivery, **HANFORD CHRISTIAN SCHOOL** will be responsible for documenting and maintaining the proper temperature of the meals until they are served.

(9) The **SFA** will provide **HANFORD CHRISTIAN SCHOOL** daily an itemized list of menu items, number of items received, and document temperature of items at the time of meal pickup.

(10) The **SFA** will provide the necessary hotel pans and lids, transport thermos container, thermometer, correct serving scoops, trays, and eating utensils during the term of this agreement.

(11) **HANFORD CHRISTIAN SCHOOL** will provide personnel to serve meals, clean serving and eating areas, utensils, and any other equipment used to transport meals. Each day **HANFORD CHRISTIAN SCHOOL** will be responsible for returning hotel pans, lids and serving utensils that are the property owned by the **SFA.**

(12) No later than five (5) days prior to the end of each month, the **SFA** will provide **HANFORD CHRISTIAN SCHOOL** a monthly menu consisting of the meals to be served the following month. Menu is subject to change, **SFA** will make every effort to provide **HANFORD CHRISTIAN SCHOOL** advance notification of menu changes.

(13) The **SFA** will submit to the **HANFORD CHRISTIAN SCHOOL** itemized invoices for the meals, and items provided by the **SFA**. The invoices will be calculated based off of the following rates but may change due to the continued escalation of product prices. If this is the case, **SFA** will provide **HANFORD CHRISTIAN SCHOOL** thirty (30) days' advance notice of any such change.

a. Lunch-(milk not included) three dollars and eighty cents ($3.80)
b. Milk (a la carte)- forty cents ($0.40)
c. Any additional items needed, not part of the meal will be charged separately.

(14) **HANFORD CHRISTIAN SCHOOL** will pay **SFA** the full amount as presented on the monthly itemized invoice by the end of the following month

(15) When requested by **HANFORD CHRISTIAN SCHOOL**, the **SFA** will provide sack lunches for field trips that meet the meal pattern requirements. Sack lunches for field trips will be requested at least 10 working days in advance.

(16) The gift or exchange of commodities is not permitted.

(17) **HANFORD CHRISTIAN SCHOOL** will indemnify and hold the **SFA** and its officers, employees, and agents harmless from any and all liability, cost, or expense incurred as a result of negligence on the part of the **HANFORD CHRISTIAN SCHOOL.**

(18) **HANFORD CHRISTIAN SCHOOL** will keep and maintain liability insurance, including extended coverage for product liability in an amount no less than $1,000,000 (one million dollars) for each occurrence and will provide the **SFA** with a certificate evidencing insurance in the amount, naming the **SFA** as an additional insured and specifying that the coverage will not be canceled or modified without 10 days prior

written notice to the **SFA**. The **SFA** will keep and maintain liability insurance that covers the **SFA's** liability.

(19) Both parties will comply with all applicable federal, state and local statutes and regulations with regard to the preparation and service of Lunch.

(20) **HANFORD CHRISTIAN** will abide by all health and safety rules for serving food. They shall have one employee who has successfully passed an approved and accredited Food Safety Certification Examination. The Certificate must be current and retained on file at the facility at all times. As needed, **SFA** can provide a list of approved classes. After each review by the Kings County Health Department, a copy of the review report will be sent to the **SFA** by **HANFORD CHRISTIAN SCHOOL**.

(21) All business and information relating to the execution of this agreement and the services thereof, will be directed to the Manager of Food Services, **SFA**.

TERM

This agreement becomes effective this day and will continue until June 30, 2026.

IN WITNESS WHEREOF, HANFORD ELEMENTARY SCHOOL DISTRICT and HANFORD CHRISTIAN SCHOOL has executed this agreement as of the date first written above

HANFORD CHRISTIAN SCHOOL
Name and Title of Receiving Sponsor Official

By: Diana Schmidt
(Signature)

Diana Schmidt
(Printed Name)

Title: Principal

Date: 4/28/25

HANFORD CHRISTIAN SCHOOL
Telephone (559) 584-9207

HANFORD ELEMENTARY SCHOOL DISTRICT
Name and Title of SFA Official

By:
(Signature)

Joy C. Gabler
(Printed Name)

Title: Superintendent

Date: