

Hanford Elementary School District

REGULAR BOARD MEETING AGENDA

Wednesday, May 12, 2021

HESD District Office Board Room

714 N. White Street, Hanford, CA

In accordance with Governor Newsom's Executive Order N-29-20 Paragraph 3, the HESD Board Meeting will have teleconferencing and video conferencing available.

For members of the public interested in remotely viewing the HESD Board Meeting please visit the following link to access the live video stream:

<https://www.hanfordesd.org/hesdtv>

Individuals who wish to address the Board may do so by

- Submitting an email to public-comment@hanfordesd.org
- Leaving a voice message by calling 559-585-3604 (voice message will be transcribed).

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

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

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

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

OPEN SESSION

5:30 p.m.

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

CLOSED SESSION

- **Student Discipline** (*Education Code Section 48918... requires closed sessions in order to prevent the disclosure of confidential student record information*)
 - **Administrative Panel Recommendations**
 - Case# 21-02 Kennedy
 - Case#21-03 Kennedy

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

- **Personnel** *(Pursuant to Government Code 54956.9, Trustees will adjourn to Closed Session to discuss the items listed below. The items to be discussed shall be announced in accordance with Government Code Section 54954.5 and/or under Education Code Provisions)*
 - Conference with Labor Negotiators (GC 54957.6)
 - Agency Representations: J. Gabler & J. Martinez
 - Employee Organization: HETA; CSEA
 - Public Employee Performance Evaluation (GC 54957) - Superintendent

OPEN SESSION

6:15 p.m.

Take action on closed session items

1. PRESENTATIONS, REPORTS AND COMMUNICATIONS

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

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

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 April 21, 2021; April 23, 2021 and April 30, 2021.
- b) Approve minutes of the Regular Board Meeting held on April 28, 2021.

3. INFORMATION ITEMS

- a) Receive for information the HESD 2021-2022 Plans (Gabler)
- b) Receive for information the COVID-19 Funding Resources (Gabler)
- c) Receive for information the Expanded Learning Opportunities Grant Plan (Carlton)
- d) Receive for information the California School Employees Association's (CSEA's) initial proposal for 2021-2022 amendments to the 2020-2023 Collective Bargaining Agreement between HESD and CSEA (reopened articles) (Martinez)
- e) Receive for information the District's Initial Proposal to CSEA for 2021-2022 amendments to the 2020-2023 Collective Bargaining Agreement between HESD and CSEA (reopened articles) (Martinez)
- f) Receive for information the following revised Administrative Regulation: (McConnell)
 - AR 0430 – Comprehensive Local Plan for Special Education
- g) Receive for information the following revised Board Policy: (McConnell)
 - BP 6142.8 – Comprehensive Health Education
- h) Receive for information the following revised Board Policy and Administrative Policy: (McConnell)
 - BP/AR 5141.31 – Immunizations
- i) Receive for information the following revised Board Policy and Administrative Policy: (Endo)
 - BP/AR 3311.1 – Uniform Public Construction Cost Accounting Procedures

4. BOARD POLICIES AND ADMINISTRATION

- a) Consider for approval the consultant contract with Odell Planning & Research, Inc. (Gabler)
- b) Consider for approval the services agreement with Paradigm Healthcare Services "Paradigm" (McConell)
- c) Consider declaring items surplus (Goldsmith)
- d) Consider for approval the consultant contract with Conscious Teaching (Rubalcava)
- e) Consider for approval the following revised Board Policy: (Martinez)
 - BP 4221.4 – Yard Supervisor

5. PERSONNEL (Martinez)

a) Employment

Certificated; effective 8/5/2021

- Miguel Acosta, Teacher, Probationary
- Cassandra Barrett, Teacher, Probationary
- Rachel Beer, Intern Teacher, Probationary
- Ashley Brown, Intern Teacher, Probationary
- Kelcie Dowd, Intern Teacher, Probationary
- Marissa Faccinto, Intern Teacher, Probationary
- David Florendo, Teacher, Probationary
- Jeanne Fromme, Special Education Intern Teacher, Probationary
- Christabel Guerrero, Teacher, Probationary
- Bethany Hanke, Teacher, Probationary
- Esmeralda Jimenez Morales, Teacher, Probationary
- Rachel Manes, Intern Teacher, Probationary
- Lisa Marroquin, Intern Teacher, Probationary
- Melissa Martinez, Special Education Intern Teacher, Probationary
- Christina Medina, Teacher, Probationary
- Nichole Mercado, Special Education Intern Teacher, Probationary
- Brenda Naranjo, Intern Teacher, Probationary
- Alicia Ramirez, Intern Teacher, Probationary
- Cassandra Sandoval, Teacher, Probationary
- Melissa Tracy, Teacher, Probationary

b) Resignations

- Rosa Garcia, 4.5 hour Ready Tutor, Lincoln, effective 04/23/2021
- Diana Kelly, Teacher, Washington, effective 06/04/2021

c) Retirement

- Debra Colvard, Director of Curriculum & Instruction, effective 06/30/2021

d) Promotion

- Jessica Castro, from Ready Tutor – 4.5 hours, Roosevelt, to Substitute Telephone Clerk – 8.0 hours, HR, effective 05/10/21

e) Transfers (Voluntary)

- Frank "Roman" Gonzales, from Student Specialist – 8.0 Hours, Lincoln, to Student Specialist – 8.0 Hours, Hamilton, effective 05/03/2021
- Stephanie Llamas, from Bilingual Clerk Typist II – 8.0 Hours, Kennedy, to Bilingual Clerk Typist II – 8.0 Hours, Hamilton, effective 05/03/2021

- e) Transfers (Voluntary) (cont.)
 - Florita Magallon, from Bilingual Student Specialist – 8.0 hours, Richmond, to Bilingual Student Specialist – 8.0 hours, Lincoln, effective 05/04/2021
- f) Temporary Out of Class Assignment
 - Sherman Royal, from Custodian II – 8.0 hours, District Office, to Student Specialist – 8.0 hrs., Richmond, effective 05/04/21-06/11/21
- g) Short-Term Employment

CERTIFICATED STAFF SUMMER PROGRAMS

Certificated Nursing Services for Summer Programs – June 10 – July 16, 2021 5.5 - 6.5 Hours/Day

- Cara Cummings, School Nurse, effective 6/10/21 – 6/18/21 (7 days)
- Kayla Dupree, School Nurse, effective 6/28/21 – 7/2/21 (5 days)
- Tara Keeton, School Nurse, effective 7/6/21 – 7/9/21 (4 days)
- Kathleen Salyer, School Nurse, effective 7/13/21 – 7/16/21 (4 days)
- LeAnn Williamson, School Nurse, effective 6/21/21 – 6/25/21 (5 days)

Special Education Extended School Year, Monroe School

June 14, 2021 – July 2, 2021, 4.5 Hours/Day

- Maribel Santiago, Teacher, preparation days 06/10/21-06/11/21 and instructional days 06/14/21-07/02/21.

Summer Tutoring Program

June 22, 2021 - July 16, 2021 – Tuesday through Friday, 5 Hours/Day

Preparation days 06/17/21-06/21/21; instructional days 06/22/21-07/16/21 (Tuesday through Friday).

Hamilton School

- Lindsay Hastings, Summer School Administrator, July 6-9, July 13-16
- Cynthia Pursell, Summer School Administrator, June 17-25, June 29-July 2
- Gabriel DeLeon, 1st Grade Teacher
- Tracy Ryan, 1st Grade Teacher
- Rachel Scott, 1st Grade Teacher
- Melissa Cunha, 2nd Grade Teacher
- Priscilla Garivay, 2nd Grade Teacher
- Emily Lastiri, 2nd Grade Teacher
- Nina Schaffer, 2nd Grade Teacher
- Tamra Garcia, 3rd Grade Teacher
- Jordan Jackson, 3rd Grade Teacher
- Kelley Mayfield, 3rd Grade Teacher
- Josie Cavanaugh, 4th Grade Teacher
- Shannon Loewen, 4th Grade Teacher
- Alexis Farrar, 5th Grade Teacher
- Madison Pollard, 5th Grade Teacher
- Laura McCarty, 6th Grade Teacher
- Roberta Vasquez, 6th Grade Teacher

John F. Kennedy Junior High School

- Cristy Goins, Summer School Administrator
- Jacquelyn Doyel, 7th Grade Math Teacher

John F. Kennedy Junior High School (cont.)

- Jeana Navarro, 7th Grade ELA Teacher
- Jody Patton, 7th Grade ELA Teacher
- April Silva, 7th Grade Math Teacher
- Greg Brown, 8th Grade Math Teacher
- Damien Juarez, 8th Grade ELA Teacher
- Paul Raymond, 8th Grade ELA Teacher
- Jennifer Wittus, 8th Grade Math Teacher

Jefferson School

- Javier Espindola, Summer School Administrator
- Eva Gonzalez, 2nd Grade Teacher
- Beatriz Huizar, 1st Grade Teacher
- Sharon Ramseier-Williams, 1st/2nd Grade Teacher
- Maria Lawson, 3rd Grade Teacher
- Karina Ramirez-Padilla, 4th Grade Teacher
- Cindy Stowe, 5th Grade Teacher
- Juan Padilla, 6th Grade Teacher
- Roxana Rodriguez, 6th Grade Teacher
- Jamee Serrato, 7th Grade Teacher
- Oswaldo Vasquez, 7th Grade Teacher
- Blanca Alvarado Cabrera, 8th Grade Teacher
- Deborah Arnold, 8th Grade Teacher

Lincoln School

- Jason Brasil, Summer School Administrator
- Ariela Dzerigian, 1st Grade Teacher
- Samantha Javaux, 1st Grade Teacher
- Helen Kissling, 1st Grade Teacher
- Kathryn Yarbrough, 1st Grade Teacher
- Kristina Baldwin, 2nd Grade Teacher
- Ruth Hernandez, 2nd Grade Teacher
- John Porras, 2nd Grade Teacher
- Taryn Schreckengost, 2nd Grade Teacher
- Sara DeCuir, 3rd Grade Teacher
- Ashley Pond, 3rd Grade Teacher
- Anthony Porras, 3rd Grade Teacher
- Frederick Williams, 3rd Grade Teacher
- Marissa Henderson, 4th Grade Teacher
- Stephanie Parks, 4th Grade Teacher
- Breanna Young, 4th Grade Teacher
- Crystal Foster, 5th Grade Teacher
- Annise Magpayo, 5th Grade Teacher
- Elizabeth Sanchez, 5th Grade Teacher
- Anjali Fry, 6th Grade Teacher
- Lindsay Howell, 6th Grade Teacher
- Monica Ramos, 6th Grade Teacher

Monroe School

- Oscar Tafolla, Summer School Administrator

Monroe School (cont.)

- Jana Jasso, 1st Grade Teacher
- Shelby McWells, 1st Grade Teacher
- Jacqueline Monzon, 1st Grade Teacher
- Maria Porras, 1st Grade Teacher
- Audree Mercado, 2nd Grade Teacher
- Shannon Shuklian, 2nd Grade Teacher
- Gina Young, 2nd Grade Teacher
- Nicole Cartledge, 3rd Grade Teacher
- Jessica Gonzales, 3rd Grade Teacher
- Teresa Niblett, 3rd Grade Teacher
- Jody Noji, 3rd Grade Teacher
- Scott Baldwin, 4th Grade Teacher
- Peggy Noble, 4th Grade Teacher
- Omar Fierro, 5th Grade Teacher
- Jaimie Richmond, 5th Grade Teacher
- Elizabeth Mederos, 6th Grade Teacher
- Janell Ortega, 6th Grade Teacher

6. FINANCIAL (Endo)

- a) Consider for approval the Kings County Treasurer's Quarterly Compliance Report
- b) Consider for approval the contract for estimating services for the Martin Luther Kings Jr. new classroom project

ADJOURN MEETING

HANFORD ELEMENTARY SCHOOL DISTRICT
AGENDA REQUEST FORM

TO: Joy Gabler
FROM: Jay Strickland
DATE: May 3, 2021

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

Date you wish to have your item considered: May 12, 2021

ITEM: Administrative Panel Recommendations

PURPOSE:

Case# 21-02 Kennedy
Case #21-03 Kennedy

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 05/03/2021

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 05/12/2021

ITEM:

Consider approval of warrants.

PURPOSE:

The administration is requesting the approval of the warrants as listed on the registers dated: 04/21/21, 04/23/21 and 04/30/21.

FISCAL IMPACT:

See attached.

RECOMMENDATIONS:

Approve the warrants.

**Warrant Register For Warrants
Dated 04/21/2021**

| Warrant Number | Vendor Number | Vendor Name | Amount |
|-------------------------------|---------------|------------------------------------------|--------------------|
| 12658995 | 1392 | SOUTHERN CALIFORNIA EDISON CO. Utilities | \$30,650.28 |
| Total Amount of All Warrants: | | | \$30,650.28 |

Warrant Register For Warrants

Dated 04/23/2021

| Warrant Number | Vendor Number | Vendor Name | Amount |
|--------------------------------------|---------------|-----------------------------------------------------------|--------------------|
| 12659058 | 4787 | AKJ WHOLESALE LLC Books | \$3,061.41 |
| 12659059 | 53 | AMERICAN MUSIC COMPANY Materials/Supplies | \$3,685.02 |
| 12659060 | 6253 | AT&T Telephone Communications | \$91.34 |
| 12659061 | 1681 | BRUSTEIN & MANASEVIT PLLC Travel/Conference | \$75.00 |
| 12659062 | 7283 | CA DEPT OF TAX & FEE ADMINISTRATION Fuel | \$12.00 |
| 12659063 | 3605 | STATE OF CALIFORNIA Washington Modernization | \$6,901.77 |
| 12659064 | 1667 | CDW GOVERNMENT INC. Other Services | \$550.00 |
| 12659065 | 3098 | TERESA CHARLES Reimburse-Materials/Supplies | \$75.89 |
| 12659066 | 5410 | CRUZ CHAVEZ Reimburse-Materials/Supplies | \$144.94 |
| 12659067 | 7685 | ELEVATE GLOBAL IT Materials/Supplies | \$1,048.51 |
| 12659068 | 497 | EMPLOYMENT DEVELOPMENT DEPT. State Unemployment Insurance | \$5,807.48 |
| 12659069 | 505 | ESTRELLITA Books | \$9,016.16 |
| 12659070 | 7375 | MAYRA GARCIA Reimburse-Other Services | \$85.00 |
| 12659071 | 7692 | TANIA GARCIA Reimburse-Other Services | \$85.00 |
| 12659072 | 1393 | GAS COMPANY Utilities | \$1,595.62 |
| 12659073 | 1816 | LUCY GOMEZ Reimburse-Materials/Supplies | \$136.41 |
| 12659074 | 7228 | SAMANTHA HERNANDEZ Reimburse-Materials/Supplies | \$211.59 |
| 12659075 | 4151 | LINDA HICKEY Reimburse-Materials/Supplies | \$200.00 |
| 12659076 | 796 | KINGS COUNTY OFFICE OF ED Other Services | \$250.00 |
| 12659077 | 808 | KINGS WASTE & RECYCLING Utilities | \$110.00 |
| 12659078 | 1004 | MORRISON'S SILKSCREEN Materials/Supplies | \$64.35 |
| 12659079 | 1058 | OFFICE DEPOT Warehouse | \$94.38 |
| 12659080 | 1116 | TRINIDAD PEREZ Reimburse-Materials/Supplies | \$264.80 |
| 12659081 | 1253 | ROBINSON'S INTERIORS INC. Services/Repair | \$40.54 |
| 12659082 | 7609 | SEVILLE CLASSICS INC Materials/Supplies | \$643.48 |
| 12659083 | 1403 | STANISLAUS FOUNDATION – DENTAL Other Services | \$12,047.25 |
| 12659084 | 1466 | TERMINIX INTERNATIONAL Services | \$1,939.00 |
| 12659085 | 1508 | U.S. POSTAL SERVICE (CMRS-POP) Postage | \$5,000.00 |
| 12659086 | 1655 | ZANER-BLOSER INC. Books & Materials/Supplies | \$1,831.36 |
| Total Amount of All Warrants: | | | \$55,068.30 |

Credit Card Register For Payments
Dated 04/23/2021

| Document Number | Vendor Number | Vendor Name | Amount |
|--------------------------------------------------|---------------|----------------------------------------|-------------------|
| 14030676 | 3599 | 4IMPRINT INC Materials/Supplies | \$4,609.42 |
| 14030677 | 273 | CASBO Travel/Conference | \$610.00 |
| 14030678 | 3618 | CURRICULUM ASSOCIATES INC. Textbooks | \$309.96 |
| 14030679 | 806 | KINGS COUNTY TROPHY Materials/Supplies | \$461.18 |
| 14030680 | 3849 | SCHOLASTIC BOOK CLUBS Books | \$1,173.26 |
| 14030681 | 1313 | SCHOLASTIC TEACHERS STORE Books | \$683.88 |
| Total Amount of All Credit Card Payments: | | | \$7,847.70 |

Warrant Register For Warrants

Dated 04/30/2021

| Warrant Number | Vendor Number | Vendor Name | Amount |
|----------------|---------------|-----------------------------------------------------|-------------|
| 12659704 | 7504 | AGOGIC PRESS – Books | \$67.94 |
| 12659705 | 6431 | AMAZON.COM – Materials/Supplies, Warehouse, Books | \$31,582.35 |
| 12659706 | 53 | AMERICAN MUSIC COMPANY – Materials/Supplies | \$21,613.02 |
| 12659707 | 7517 | MAIRA APODACA – Reissue Payroll | \$12.46 |
| 12659708 | 75 | LESLIE ARAKELIAN – Mileage Reimbursement | \$52.90 |
| 12659709 | 59 | ARAMARK UNIFORM & CAREER – Other Services | \$169.62 |
| 12659710 | 6253 | AT&T – Telephone Communication | \$46.74 |
| 12659711 | 3947 | ATKINSON ANDELSON LOYA RUUD & ROMO – Other Services | \$1,841.44 |
| 12659712 | 7690 | ANDREA MONIQUE AUGUSTO – Materials/Supplies | \$2,205.00 |
| 12659713 | 91 | AUTOMATED OFFICE SYSTEMS - Services/Repair | \$3,696.34 |
| 12659714 | 4983 | B & H PHOTO-VIDEO – Materials/Supplies | \$1,660.58 |
| 12659715 | 1690 | BATTERY SYSTEMS – Materials/Supplies | \$2,889.60 |
| 12659716 | 4859 | CALIFORNIA DIESEL COMPLIANCE – Other Services | \$627.00 |
| 12659717 | 236 | STATE OF CALIFORNIA – Other Services | \$98.00 |
| 12659718 | 1667 | CDW GOVERNMENT INC. – Materials/Supplies | \$73,424.64 |
| 12659719 | 7123 | CHILD1ST PUBLICATIONS LLC – Materials/Supplies | \$110.17 |
| 12659720 | 4178 | COOK'S COMMUNICATION – Services/Repair | \$244.66 |
| 12659721 | 6625 | COSCO FIRE PROTECTION – Services/Repair | \$1,575.00 |
| 12659722 | 6190 | CUSTOMINK – Materials/Supplies | \$10,936.83 |
| 12659723 | 4815 | DIGITECH INTEGRATIONS INC – Services/Repair | \$240.00 |
| 12659724 | 3517 | JENNIFER FAGUNDES – Reimburse-Materials/Supplies | \$46.77 |
| 12659725 | 3682 | FASTENAL – Materials/Supplies | \$108.68 |
| 12659726 | 4092 | FITNESS FINDERS INC – Materials/Supplies | \$27.74 |
| 12659727 | 1769 | FRESNO PRODUCE – Food Services-Food | \$15,143.77 |
| 12659728 | 4957 | GANDER PUBLISHING – Materials/Supplies | \$322.38 |
| 12659729 | 1393 | GAS COMPANY – Utilities | \$589.87 |
| 12659730 | 7658 | GEORGE TOSTE CONSTRUCTION – Services/Repair | \$3,806.00 |
| 12659731 | 591 | GOLD STAR FOODS – Food Services-Food | \$4,398.22 |
| 12659732 | 7048 | DAVID HAGERMAN – Other Services | \$1,023.75 |
| 12659733 | 711 | THE HORN SHOP – Materials/Supplies | \$1,278.42 |
| 12659734 | 2528 | INDUSTRIAL PLUMBING SUPPLY – Materials/Supplies | \$9,491.63 |
| 12659735 | 3015 | INSECT LORE – Materials/Supplies | \$105.48 |
| 12659736 | 5290 | KEENAN & ASSOCIATES - Insurance | \$684.56 |
| 12659737 | 802 | KINGS COUNTY PIPE & SUPPLY – Materials/Supplies | \$8.14 |
| 12659738 | 7521 | LITERACY RESOURCES LLC – Materials/Supplies, Books | \$1,306.55 |
| 12659739 | 7695 | PHILIP MCGULPIN - Reissue Payroll | \$97.17 |
| 12659740 | 7327 | NUTRISLICE INC – Other Services | \$2,154.60 |
| 12659741 | 5111 | P & R PAPER SUPPLY COMPANY INC – Materials/Supplies | \$830.74 |
| 12659742 | 5934 | PEARSON - CLINICAL ASSESSMENT – Materials/Supplies | \$3,015.61 |
| 12659743 | 1168 | PRODUCERS DAIRY PRODUCTS – Food Services-Food | \$7,084.49 |
| 12659744 | 7390 | QUADIENT INC. – Services/Repair | \$747.53 |
| 12659745 | 1188 | QUILL LLC – Warehouse Inventory | \$2,538.93 |
| 12659746 | 7691 | TYLER KENNETH RICHARDS – Other Services | \$75.00 |
| 12659747 | 7693 | REGINA SANTIAGO – Mileage Reimbursement | \$19.72 |
| 12659748 | 1327 | SCHOOL SPECIALTY LLC – Textbooks | \$598.99 |
| 12659749 | 1356 | SILVAS OIL COMPANY INC. – Materials/Supplies | \$1,307.16 |
| 12659750 | 1801 | SMART & FINAL STORES (HFD KIT) – Food Services-Food | \$136.95 |
| 12659751 | 2031 | SOUTHWEST SCH & OFFICE SUPPLY – Warehouse Inventory | \$3,261.05 |

Warrant Register For Warrants

Dated 04/30/2021

| Warrant Number | Vendor Number | Vendor Name | Amount |
|--------------------------------------|---------------|---------------------------------------------------------------------|---------------------|
| 12659752 | 1404 | STANISLAUS FOUNDATION – ADMIN – Health/Welfare Benefits | \$2,642.50 |
| 12659753 | 1403 | STANISLAUS FOUNDATION – DENTAL – Health/Welfare Benefits | \$11,989.80 |
| 12659754 | 1444 | SYSCO FOODSERVICES OF MODESTO – Food Services-Food | \$38,117.85 |
| 12659755 | 7328 | MIRIAM THOMPSON – Mileage Reimbursement | \$25.32 |
| 12659756 | 3749 | ULINE INC – Materials/Supplies | \$491.03 |
| 12659757 | 2653 | VALLEY OXYGEN – Materials/Supplies | \$462.45 |
| 12659758 | 1558 | VERIZON WIRELESS – Telephone Communications | \$903.60 |
| 12659759 | 6932 | VOYAGER SOPRIS LEARNING INC – Materials/Supplies | \$9,265.09 |
| 12659760 | 1575 | WALMART COMMUNITY RFCSLLC – Materials/Supplies, Warehouse Inventory | \$827.82 |
| 12659761 | 1612 | MICHELLE E. WHITE – Reimburse-Materials/Supplies | \$10.62 |
| 12659762 | 7683 | WILLIAM H. SADLER INC. - Textbooks | \$304.17 |
| 12659763 | 1873 | ZEE MEDICAL SERVICE CO. – Materials/Supplies | \$93.90 |
| 12659764 | 4360 | ZOO-PHONICS INC – Materials/Supplies | \$5,803.35 |
| Total Amount of All Warrants: | | | \$284,241.69 |

**Credit Card Register For Payments
Dated 04/30/2021**

| Document Number | Vendor Number | Vendor Name | Amount |
|--------------------------------------------------|---------------|-------------------------------------------|--------------------|
| 14030718 | 5184 | DRISKELL'S APPLIANCE – Materials/Supplies | \$289.56 |
| 14030719 | 529 | FOLLETT SCHOOL SOLUTIONS – Books | \$1,817.15 |
| 14030720 | 806 | KINGS COUNTY TROPHY – Materials/Supplies | \$107.25 |
| 14030721 | 2281 | PAR INC. – Materials/Supplies | \$520.56 |
| 14030722 | 2126 | READ NATURALLY – Other Services | \$4,370.00 |
| 14030723 | 3849 | SCHOLASTIC BOOK CLUBS – Books | \$3,540.19 |
| 14030724 | 1313 | SCHOLASTIC TEACHERS STORE – Books | \$1,785.49 |
| 14030725 | 5391 | STARFALL EDUCATION – Other Services | \$270.00 |
| 14030726 | 1466 | TERMINIX INTERNATIONAL – Services | \$40.00 |
| Total Amount of All Credit Card Payments: | | | \$12,740.20 |

Hanford Elementary School District
Minutes of the Regular Board Meeting
April 28, 2021

Minutes of the Regular Board Meeting of the Hanford Elementary School District Board of Trustees on April 28, 2021 at the District Office Board Room, 714 N. White Street, Hanford, CA.

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

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

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

- Public Employee Discipline/Dismissal/Release (GC 54957)

Open Session Trustees returned to open session at 6:15 p.m.

Public Employee No action was taken by the Board.

Public Comments None

Board and Staff Comments None

Requests to Address the Board None

Dates to Remember President Garcia reviewed dates to remember: Regular Board Meeting – May 12th; Employee Recognition Event – May 19th; May 26th – Regular Board Meeting; May 31st - Holiday.

CONSENT ITEMS

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

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

Trustee Revious then made a motion to approve consent items "a" through "f".
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 6, 2021; April 9, 2021 and April 16, 2021.
- b) Minutes of the Regular Board Meeting held on April 14, 2021.
- c) Interdistrict transfers as recommended.
- d) Donation of \$500.00 from GoMoreGood Grassroots Grant to READY.
- e) Donation of \$5.08 from Roosevelt Parent Teacher Club.
- f) Donation of \$500.00 from The Chicken Shack.

INFORMATION ITEMS

**Monthly
Financials
7/1/20-
3/31/21**

- a) David Endo, Chief Business Official, presented for information the monthly financial reports for the period of 07/01/2020-03/31/2021.

BP 4221.4

- b) Jaime Martinez, Assistant Superintendent of Human Resources, presented for information the following revised Board Policy:
 - BP 4221.4 – Yard Supervisors

BOARD POLICIES AND ADMINISTRATION

Surplus Items

- a) Trustee Strickland made a motion to approve the declaration of items surplus.
Trustee Revious seconded; motion carried 5-0:
Garcia – Yes
Garner – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes

**HETA's Initial
Proposal**

- b) Trustee Revious made a motion to approve the Hanford Elementary Teachers Association's (HETA's) initial proposal for 2021 – 2022 amendments to the Collective Bargaining Agreement between HESD and HETA (reopened articles).
Trustee Strickland seconded; motion carried 5-0:
Garcia – Yes
Garner – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes

**HESD's Initial
Proposal**

- c) Trustee Revious made a motion to approve the HESD's initial proposal for amendments to the Collective Bargaining Agreement between HESD and HETA

(reopened articles) for the 2021-2022 school year. Trustee Hernandez seconded; motion carried 5-0:

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

PERSONNEL

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

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

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

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

The following items were approved:

Item "a" – Resignations

- Deborah Arnold, Teacher, Jefferson, effective 7/16/2021 (revised)

Item "b" – Retirement

- Ortencia Aguilar, Bilingual Clerk Typist – 8.0 hrs., Wilson, effective 6/11/21
- Sasha Jamison, Special Education Aide – 5.0 hrs., Monroe, effective 6/4/2021

Item "c" – Promotion

- Aristeo Calvillo, from Bilingual Clerk Typist II – 8.0 hrs. (11-month), Hamilton, to Personnel Specialist (Confidential) – 8.0 hrs. (12-month), Human Resources, effective 5/3/21
- Leslie Griffith, from Teacher, Monroe to Induction Coach, Curriculum, Instruction and Professional Development, effective 2021-22 school year

FINANCIAL

2021-2022 LCAP

- a) Trustee Strickland made a motion to approve the actuarial contract for services in accordance with Education Code 17566(e) related to the District's self-insured dental fund. Trustee Revious seconded; motion carried 5-0:

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

Strickland – Yes

Adjournment There being no further business, President Garcia adjourned the meeting at 6:23 p.m.

Respectfully submitted,

Joy C. Gabler,
Secretary to the Board of Trustees

Approved:

Robert Garcia, President

Lupe Hernandez, Clerk

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Board of Trustees

FROM: Joy Gabler

DATE: 04/30/21

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☒ Information
☐ Action

Date you wish to have your item considered: 05/12/21

ITEM: HESD 2021-2022

PURPOSE: Provide an update on Hanford Elementary School District's plans for the 2021-2022 academic year.

FISCAL IMPACT: None

RECOMMENDATIONS:

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Board of Trustees

FROM: Joy Gabler

DATE: 04/30/21

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☒ Information
☐ Action

Date you wish to have your item considered: 05/12/21

ITEM: COVID-19 Funding Resources**PURPOSE:** Provide information on the one-time COVID-19 funding resources that Hanford Elementary School District is receiving.**FISCAL IMPACT:** None**RECOMMENDATIONS:**

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy Gabler

FROM: Doug Carlton

DATE: May 12, 2021

For: ☒ Board Meeting
☐ Superintendent's Cabinet

For: ☒ Information
☐ Action

Date you wish to have your item considered: May 12, 2021

ITEM: Expanded Learning Opportunities Grant Plan

PURPOSE: The California Legislature provided \$6.6 billion in the [Assembly Bill 86 COVID-19 relief package](#), including \$2 billion for In-Person Instruction (IPI) Grants and \$4.6 billion for Expanded Learning Opportunities (ELO) Grants. Governor Newsom signed AB 86 on March 5, 2021. To be eligible for funding, LEAs must implement a learning recovery program, that at a minimum, provides supplemental instruction, support for social and emotional well-being, and, to the maximum extent permissible under the guidelines of the United States Department of Agriculture, meals and snacks to specified student groups, as defined in *Education Code* Section 43522, who have faced adverse learning and social-emotional circumstances.

FISCAL IMPACT: Hanford Elementary will receive \$4,337,789 under the Expanded Learning Opportunities Grant.

Hanford Elementary School District
HUMAN RESOURCES DEPARTMENT

AGENDA REQUEST FORM

TO: Joy Gabler

FROM: Jaime Martinez

DATE: May 3, 2021

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

(X) Information
() Action

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **May 12, 2021**

ITEM: Receive California School Employees Association's (CSEA's) Initial Proposal for 2021-2022 amendments to the 2020-2023 Collective Bargaining Agreement between Hanford Elementary School District (HESD) and CSEA (reopened articles).

PURPOSE: To initiate the negotiation process for 2021-2022 amendments to the Collective Bargaining Agreement between HESD and CSEA. The current 3-year Agreement allows for re-negotiating Article 22 Health and Welfare Benefits and/or Article 23 Pay and Allowances and two additional articles each.

FISCAL IMPACT: Unknown; proposal is subject to negotiation.

RECOMMENDATION: Receive proposal for information only.

INITIAL PROPOSAL

of the California School Employees Association (CSEA) and its Hanford Chapter #344
to the Hanford Elementary School District (District)
for the 2021-2022 Reopener Contract Negotiations

April 15, 2021

Article 16—LEAVES

CSEA seeks to make modifications to the personal necessity leave.

Article 22—HEALTH AND WELFARE BENEFITS

CSEA seeks an increase in the District's contribution toward health and welfare benefits.

Article 23—PAY AND ALLOWANCES

CSEA seeks a fair and equitable salary increase for the 2021-22 school year.

Community Day School (CDS) Reclassification

Pursuant to Article 18, CSEA seeks to bring this to negotiations to come to an agreement on the CDS reclassification brought forth in the previous school year.

All other provisions of the collective bargaining agreement in force to June 30, 2023 shall remain in full force and effect.

The Association reserves the right to make additional proposals at any time during the bargaining process; including but not limited to responses to proposals made by the District.

Hanford Elementary School District
PERSONNEL DEPARTMENT

AGENDA REQUEST FORM

TO: Joy Gabler

FROM: Jaime Martinez

DATE: May 3, 2021

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

(X) Information
() Action

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **May 12, 2021**

ITEM: Receive the District's Initial Proposal to California School Employees Association (CSEA) for 2021-2022 amendments to the 2020-2023 Collective Bargaining Agreement between Hanford Elementary School District (HESD) and CSEA (reopened articles).

PURPOSE: To initiate the negotiation process for 2020-2023 amendments to the Collective Bargaining Agreement between HESD and CSEA. The current 3-year Agreement allows for re-negotiating Article 22 Health and Welfare Benefits and/or Article 23 Pay and Allowances, and two additional Articles each.

FISCAL IMPACT: Unknown; proposal is subject to negotiation.

RECOMMENDATION: Receive proposal for information only.

**HANFORD ELEMENTARY SCHOOL DISTRICT'S
INITIAL PROPOSAL
CSEA CONTRACT REOPENERS 2021-2022
Effective July 1, 2021**

Article 9: Unit Vacancies

Increase the timeframe for a prior recruitment vacancy.

Article 16: Leaves

Update Family Illness/Injury leave to align with Labor Code.

Article 22: Health and Welfare Benefits

Discuss the current District contribution toward Employee Health and Welfare Benefits in combination with salary schedule adjustments.

Article 23: Pay and Allowances

Discuss classified salary schedule adjustments in combination with Employee Health and Welfare benefit contributions.

Discuss Reclassification Request for Community Day School Specialist

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Karen McConnell

DATE: April 26, 2021

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☒ Information
☐ Action

Date you wish to have your item considered: May 12, 2021

ITEM: Review recommended revisions to Administrative Regulation 0430 – Comprehensive Local Plan for Special Education

PURPOSE: Regulation updated to reflect new law (SB 98) which extends from July 1, 2021 to July 1, 2023, the date by which the Special Education Local Plan Area (SELPA) must include in its local plan an annual assurance support plan demonstrating how the SELPA and its participating agencies are coordinately to assure effective outcomes for students with disabilities.

FISCAL IMPACT: None

RECOMMENDATIONS:

Regulation 0430: Comprehensive Local Plan For Special Education

Status: DRAFT

Original Adopted Date: 11/09/2016 | **Last Revised Date:** 12/14/2016

Definitions

Free appropriate public education (FAPE) means special education and related services that are provided at public expense, under public supervision and direction, and without charge; meet the standards of the California Department of Education, including the requirements of 34 CFR 300.1-300.818; include appropriate preschool, elementary school, or secondary school education for individuals between the ages of 3 and 21; and are provided in conformity with an individualized education program (IEP) that meets the requirements of 34 CFR 300.320-300.324. (34 CFR 300.17, 300.101, 300.104; Education Code 56040)

FAPE applies to students who are suspended or expelled or placed by the district in a nonpublic, nonsectarian school. (34 CFR 300.17, 300.101, 300.104)

Least restrictive environment means that, to the maximum extent appropriate, students with disabilities, including individuals in public or private institutions or other care facilities, be educated with individuals who are nondisabled, including the provision of nonacademic and extracurricular services and activities. Special classes, separate schooling, or other removal of students with disabilities from the regular educational environment occurs only if the nature or severity of the disability is such that education in the regular classes with the use of supplementary aids and services cannot be achieved satisfactorily. (34 CFR 300.107, 300.114, 300.117; Education Code 56040.1)

Special education means specially designed instruction, provided at no cost to the parent/guardian, to meet the unique needs of individuals with disabilities including a full continuum of program options including instruction conducted in the classroom, in the home, in hospitals and institutions, and other settings, and instruction in physical education to meet the educational and service needs in the least restrictive environment. (Education Code 56300, 56031)

Special education may include each of the following if the services otherwise meet the definition in the above paragraph: (Education Code 56031)

1. Speech language pathology services, or any other designated instruction and service or related service, pursuant to Education Code 56363, if the service is considered special education rather than designated instruction and service or related service under state standards

2. Travel training

3. Career technical education

4. Transition services for students with disabilities in accordance with 34 CFR 300.43 if provided as specially designed instruction, or a related service, if required to assist a student with disabilities to benefit from special education

Specially designed instruction means adapting the content, methodology, or delivery of instruction to address the unique needs of the student that result from the student's disability and to ensure access of the student to the general curriculum, so that the student can meet the educational standards that apply to all students in the district. (34 CFR 300.39)

Surrogate parent means an individual assigned to act as a surrogate for the parent/guardian. The surrogate may represent an individual with disabilities in matters relating to identification, assessment, instructional planning and development, educational placement, reviewing and revising the IEP, and in other matters relating to the provision of FAPE to the individual with disability. (34 CFR 300.519; Education Code 56050)

{cf. 6159.3 – Appointment of Surrogate Parent for Special Education}

Elements of the Local Plan

The local plan developed by the special education local plan area (SELPA) shall include, but not be limited to, the following: (Education Code 56205, 56206)

1. Assurances that policies, procedures, and programs, consistent with state law, regulation, and policy, are in effect as specified in Education Code 56205(a)(1-22) and in conformity with 20 USC 1412(a), 20 USC 1413(a)(1), and 34 CFR 300.201

2. An annual budget plan and annual service plan adopted at a public hearing held by the SELPA

3. A description of programs for early childhood special education from birth through five years of age

4. A description of the method by which members of the public, including parents/guardians of individuals with disabilities who are receiving services under the plan, may address questions or concerns pursuant to Education Code 56205

5. A description of a dispute resolution process

6. Verification that the plan has been reviewed by the community advisory committee in accordance with Education Code 56205

7. A description of the process being utilized to refer students for special education instruction pursuant to Education Code 56303

8. A description of the process being utilized to oversee and evaluate placements in nonpublic, nonsectarian schools and the method for ensuring that all requirements of each student's IEP are being met

9. A description of how specialized equipment and services will be distributed within the local plan area in a manner that minimizes the necessity to serve students in isolated sites and maximizes the opportunities to serve students in the least restrictive environment

The local plan, annual budget plan, and annual service plan shall be written in language that is understandable to the general public. (Education Code 56205)

Each entity providing special education shall adopt policies for the programs and services it operates, consistent with agreements adopted pursuant to Education Code 56195.1 and 56195.7. (Education Code 56195.8)

{cf. 3541.2 – Transportation for Students with Disabilities}

{cf. 3542 – School Bus Drivers}

{cf. 4112.23 – Special Education Staff}

{cf. 5144.2 – Suspension and Expulsion/Due Process (Students with Disabilities)}

{cf. 6159 – Individualized Education Program}

{cf. 6159.1 – Procedural Safeguards and Complaints for Special Education}

{cf. 6159.2 – Nonpublic, Nonsectarian School and Agency Services for Special Education}

{cf. 6164.4 – Identification and Evaluation of Individuals for Special Education}

{cf. 6164.41 – Children with Disabilities Enrolled by Their Parents in Private School}

{cf. 6164.6 – Identification and Education Under Section 504}

Elements of the Local Plan

The local plan developed by the Special Education Local Plan Area (SELPA) shall include, but not be limited to: (Education Code 56122, 56205, 56206)

1. Policies, procedures, and programs, that are consistent with state laws, regulations, and policies and 20 USC 1412(a), 20 USC 1413(a)(1), and 34 CFR 300.201 governing the following:
 - a. Free appropriate public education
 - b. Full educational opportunity
 - c. Child find and referral
 - d. Individualized education programs, including development, implementation, review, and revision
 - e. Least restrictive environment
 - f. Procedural safeguards
 - g. Annual and triennial assessments
 - h. Confidentiality
 - i. Transition from the Infants and Toddlers with Disabilities programs pursuant to 20 USC 1431 to the preschool program
 - j. Children in private schools
 - k. Compliance assurances, including general compliance with the federal Individuals with Disabilities Education Act (20 USC 1400-1482), Section 504 of the federal Rehabilitation Act of 1973 (29 USC 794), the federal Americans with Disabilities Act of 1990 (42 USC 12101-12213), related federal regulations, and Education Code 56000-56865
 - l. A description of the governance and administration of the local plan in accordance with Education Code 56205(a)(12)
 - m. Personnel qualification to ensure that personnel, including special education teachers and personnel and paraprofessionals are appropriately and adequately prepared and trained in accordance with Education Code 56058 and 56070 and 20 USC 1412(a)(14) and 1413(a)(3)
 - n. Performance goals and indicators
 - o. Participation in state and districtwide assessments, including assessments described in 20 USC 6301 et seq. and alternate assessments in accordance with 20 USC 1412(a)(16), and reports relating to assessments
 - p. Supplementation of state, local, and other federal funds, including nonsupplantation of funds
 - q. Maintenance of financial effort
 - r. Opportunities for public participation before adoption of policies and procedures
 - s. Suspension and expulsion rates
 - t. Access to instructional materials by blind individuals with exceptional needs and others with print disabilities in accordance with 20 USC 1412(a)(23)

- u. Overidentification and disproportionate representation by race and ethnicity of children as individuals with exceptional needs, including children with disabilities with a particular impairment described in 20 USC 1401 and 1412(a)(24)
 - v. Prohibition of mandatory medication use pursuant to Education Code 56040.5 and 20 USC 1412(a)(25)
- 2. An annual budget plan, including descriptions of the SELPA's allocation plan in accordance with Education Code 56836-56845, all revenues by revenue source received by the SELPA specifically for the purpose of special education, a breakdown of the distribution of funds to each local educational agency (LEA) within the SELPA, projected total special education expenditures by each LEA, projected total expenditures by the SELPA and the LEAs within the SELPA, projected funding to be received specifically for regionalized operations, and a breakdown of projected SELPA operating expenditures
- 3. An annual service plan, describing the services to be provided by each LEA, regardless of whether the LEA participates in the local plan, including the nature of the services and the physical location at which the services will be provided. This description shall demonstrate that all individuals with exceptional needs shall have access to services and instruction appropriate to meet their needs as specified in their individualized education programs.
- 4. Beginning July 1, 2023, an annual assurances support plan to demonstrate how the SELPA and its participating agencies are coordinating for purposes of assuring effective outcomes for students with disabilities, including a description of:
 - a. How the governing board of the SELPA will support participating agencies in achieving the goals, actions, and services identified in their local control and accountability plans
 - b. How the governing board of the SELPA will connect participating agencies in need of technical assistance to the statewide system of support
 - c. The services, technical assistance, and support the governing board of the SELPA will provide to meet the required policies, procedures, and programs specified in Education Code 56205
- 5. A description of programs for early childhood special education from birth through five years of age
- 6. A description of the method by which members of the public, including parents/guardians of individuals with disabilities who are receiving services under the plan, may address questions or concerns pursuant to Education Code 56205
- 7. A description of a dispute resolution process, including mediation and arbitration to resolve disputes over the distribution of funding, the responsibility for service provision, and the other governance activities specified within the local plan
- 8. Verification that the plan has been reviewed by the community advisory committee in accordance with Education Code 56205 and that the committee had at least 30 days to conduct this review before submission of the local plan to CDE
- 9. A description of the process being utilized to refer students for special education instruction pursuant to Education Code 56303
- 10. A description of the process being utilized to oversee and evaluate placements in nonpublic, nonsectarian schools, the method of ensuring that all requirements of each student's IEP are being met, and a method for evaluating whether the student is making appropriate educational progress
- 11. A description of how specialized equipment and services will be distributed within the local plan area in a manner that minimizes the necessity to serve students in isolated sites and maximizes the opportunities to

serve students in the least restrictive environment

The local plan, annual budget plan, annual service plan, and annual assurances support plan shall be written in language that is understandable to the general public. They shall be adopted at a public hearing of the SELPA, for which notice of the hearing shall be posted in each school in the SELPA at least 15 days before the hearing. (Education Code 56205)

Availability of the Plan

The Superintendent or designee shall post on the district's web site the approved local plan, annual budget plan, annual service plan, and annual assurances support plan and any updates or revisions to the plans. A complete copy of the local plan, annual budget plan, annual service plan, annual assurances support plan, and policies and procedures shall be held on file in the district office and shall be accessible to any interested party. (Education Code 56205.5)

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

State References

5 CCR 3000-3089
Ed. Code 56000-56001
Ed. Code 56020-56035
Ed. Code 56040-56046
Ed. Code 56048-56050
Ed. Code 56055
Ed. Code 56060-56063
Ed. Code 56170-56177
Ed. Code 56190-56194
Ed. Code 56195-56195.10
Ed. Code 56205-56208
Ed. Code 56213
Ed. Code 56240-56245
Ed. Code 56300-56385
Ed. Code 56440-56447.1
Ed. Code 56500-56508
Ed. Code 56520-56524
Ed. Code 56600-56606
Ed. Code 56836-56836.05
Gov. Code 7579.5
Gov. Code 95000-95029
W&I Code 361
W&I Code 726

Description

Regulations governing special education
Education for individuals with exceptional needs
Definitions
General provisions
Surrogate parents
Foster parents
Substitute teachers in special education
Children enrolled in private schools
Community advisory committees
Local plans
Local plan requirements 56213 Special education local plan
Special education local plan areas with small or sparse populations
Staff development
Identification and referral, assessment, instructional planning
Programs for individuals between the ages of three and five years
Procedural safeguards, including due process rights
Behavioral interventions
Evaluation, audits and information
Administration of local plan
Surrogate parent, appointment, qualifications, liability
California Early Intervention Services Act
Limitations on parental control
Limitations on parental control

Federal References

20 USC 1232g
20 USC 1400-1482
29 USC 794

Description

Family Educational Rights and Privacy Act (FERPA) of 1974
Individuals with Disabilities Education Act
Rehabilitation Act of 1973, Section 504

34 CFR 104.1-104.39
 34 CFR 300.1-300.818
 34 CFR 300.500-300.520
 34 CFR 303.1-303.654
 34 CFR 99.10-99.22
 42 USC 12101-12213

Management Resources References

Website

Website

Cross References

0400

0420.4

0420.4

0460

0460

1220

1220

1312.3

1312.3

3541.2

3542

4112.23

5144.2

6020

6020

6146.4

6159

Section 504 of the Rehabilitation Act of 1973

Assistance to states for the education of students with disabilities

Procedural safeguards and due process for parents and students

Early intervention program for infants and toddlers with disabilities

Inspection, review and procedures for amending education records

Americans with Disabilities Act

Description

California Department of Education, Special Education -

<https://simbli.eboardsolutions.com/SU/wbtzINw8puwslshjTsrnVmBCA==>

U.S. Department of Education, Office of Special Education Programs -

<https://simbli.eboardsolutions.com/SU/v4I2D9cNplus2KZ0yVtPslshvZhg==>

Description

Comprehensive Plans -

<https://simbli.eboardsolutions.com/SU/dLhbQOV1hOZvZ64vPFc7Ug==>

Charter School Authorization -

<https://simbli.eboardsolutions.com/SU/FJpL4BDDslshvi9eTO7RYy48A==>

Charter School Authorization -

<https://simbli.eboardsolutions.com/SU/7RgT1C9JEPkokFwBpz5NVg==>

Local Control And Accountability Plan -

<https://simbli.eboardsolutions.com/SU/hgi13UfMF6LnQUKzjdTbjw==>

Local Control And Accountability Plan -

<https://simbli.eboardsolutions.com/SU/DJ4kctCslshpK0UyJQG5rXs2g==>

Citizen Advisory Committees -

<https://simbli.eboardsolutions.com/SU/QI4uN978slshgJO01cckzdTyw==>

Citizen Advisory Committees -

<https://simbli.eboardsolutions.com/SU/wSUWDkas2xN4Rr3okmxJSw==>

Uniform Complaint Procedures -

<https://simbli.eboardsolutions.com/SU/fUA3jplus6KeSpBgRVCKLrseQ==>

Uniform Complaint Procedures -

<https://simbli.eboardsolutions.com/SU/r1eFplusQFeOplusqzEJV1m8Aw6Q==>

Transportation For Students With Disabilities -

<https://simbli.eboardsolutions.com/SU/k5F9xQH1GNVF6FUILe57dw==>

School Bus Drivers -

<https://simbli.eboardsolutions.com/SU/b8PpYcHknIN5FDoXzOsIshCNQ==>

Special Education Staff -

<https://simbli.eboardsolutions.com/SU/qlqL1MDdd6CpV7sqbJFCcQ==>

Suspension And Expulsion/Due Process (Students With Disabilities) -

<https://simbli.eboardsolutions.com/SU/bJ9BfrAyiOM1a9rGZU0EtQ==>

Parent Involvement -

<https://simbli.eboardsolutions.com/SU/oA2aBIYNkCpg7Yjd3ZAwow==>

Parent Involvement -

<https://simbli.eboardsolutions.com/SU/XCbts746RWFqijEE8GPNpQ==>

Differential Graduation And Competency Standards For Students With Disabilities -

<https://simbli.eboardsolutions.com/SU/S30aRrMY0jn4Ua0fK0AuAQ==>

Individualized Education Program -

<https://simbli.eboardsolutions.com/SU/mrkWNmu6HXI5jwnslshCEsqEw==>

| | |
|---------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 6159 | Individualized Education Program - https://simbli.eboardsolutions.com/SU/DeN9HStTt62obomUMqoh2Q== |
| 6159.1 | Procedural Safeguards And Complaints For Special Education - https://simbli.eboardsolutions.com/SU/VVkhsi3ltpVmrMTYITQwuA== |
| 6159.1 | Procedural Safeguards And Complaints For Special Education - https://simbli.eboardsolutions.com/SU/zjve5llcmOiaLMd9hRslshDIw== |
| 6159.2 | Nonpublic, Nonsectarian School And Agency Services For Special Education - https://simbli.eboardsolutions.com/SU/qKtWKARhYZtPRVyIVGvmmQ== |
| 6159.2 | Nonpublic, Nonsectarian School And Agency Services For Special Education - https://simbli.eboardsolutions.com/SU/kXcOkzneOZYCOxTe5GSLlg== |
| 6159.3 | Appointment Of Surrogate Parent For Special Education Students - https://simbli.eboardsolutions.com/SU/COZPD5l6SqN6LoWTL4lz7A== |
| 6159.3 | Appointment Of Surrogate Parent For Special Education Students - https://simbli.eboardsolutions.com/SU/xGPm9Ja5iHNKe9Hf9bAHjg== |
| 6159.4 | Behavioral Interventions For Special Education Students - https://simbli.eboardsolutions.com/SU/Qo2VRbOsJWo0nr3gwmWYnw== |
| 6164.4 | Identification And Evaluation Of Individuals For Special Education - https://simbli.eboardsolutions.com/SU/SuslshwZaGBGCFAcJRcyJuOKw== |
| 6164.4 | Identification And Evaluation Of Individuals For Special Education - https://simbli.eboardsolutions.com/SU/Mfslh5plusjp8CjGgOTO8lYFA== |
| 6164.41 | Children With Disabilities Enrolled By Their Parents In Private School - https://simbli.eboardsolutions.com/SU/DiOOJPIQObEKyktAHf2slsh8Q== |
| 6164.41 | Children With Disabilities Enrolled By Their Parents In Private School - https://simbli.eboardsolutions.com/SU/zZNOkcl4A7plusJ8oZePGDayA== |
| 6164.6 | Identification And Education Under Section 504 - https://simbli.eboardsolutions.com/SU/QbYAokVsEt94prJULkGrCg== |
| 6164.6 | Identification And Education Under Section 504 - https://simbli.eboardsolutions.com/SU/Il2yokXjjul6zKjd25EdDw== |

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Karen McConnell

DATE: April 26, 2021

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☒ Information
☐ Action

Date you wish to have your item considered: May 12, 2021

ITEM: Review recommended revisions to Board Policy 6142.8 – Comprehensive Health Education

PURPOSE: Regulation updated to reflect the 2019 state curriculum framework for health education, including emphasis on the physical, mental and social well-being of students and integration of health education with other content area so the district's curriculum. Policy also reflects law which authorizes districts to provide age-appropriate comprehensive sexual health education prior to grade 7, and law which authorizes instruction in grades K-reflect new law SB 379, which changes the date by which the district must report oral health assessment data to the in sexual abuse and sexual assault awareness and prevention provided students are allowed to be excluded from such instruction with the written request of the parent/guardian.

FISCAL IMPACT: None

RECOMMENDATIONS:

Policy 6142.8: Comprehensive Health Education

Status: DRAFT

Original Adopted Date: 05/16/2001

The Board of Trustees intends for believes that health education should foster the knowledge, skills, and attitudes that students need in order to lead healthy lives and avoid high-risk behaviors, and that creating a safe, supportive, inclusive, and nonjudgemental environment is crucial in promoting healthy development for all students. The district's health education program shall be part of a coordinated school health system which supports the physical, mental, and social well-being of students and is linked to district and community services and resources. health education to be part of a comprehensive district program to promote the health and well-being of students and staff. As a part of this program, the Board is committed to providing for physical education, health services, nutrition services and a safe and healthy school environment.

{cf. 3513.3 – Tobacco-Free School}

{cf. 3514 – Environmental Safety}

{cf. 3550 – Food Service/Child Nutrition Program}

{cf. 4020 – Drug and Alcohol-Free Workplace}

{cf. 4119.43/4219.23/4319.23 – Universal Precautions}

{cf. 5141.23 – Infectious Disease Prevention}

{cf. 5141.3 – Health Examinations}

{cf. 5141.6 – School-Based Health and Social Services}

{cf. 5142 – Safety}

{cf. 5146 – Married/Pregnant/Parenting Students}

{cf. 6142.2 – AIDS Prevention Instruction}

{cf. 6142.7 – Physical Education}

{cf. 6164.2 – Guidance/Counseling Services}

The Board believes that health education should foster the knowledge, skills and behaviors that students will need in order to lead healthy, productive lives. Besides understanding the process of growth and development, students should know how to obtain and use health-related information, products and services. They should learn to accept personal responsibility for their own lifelong health and to respect and promote the health of others.

The district shall provide age-appropriate health education including, but not limited to, instruction related to:

1. Family living

2. Individual growth and development

3. Nutrition

4. Communicable and chronic diseases

5. Personal health, including but not limited to, lessons that address the hazardous effects of excessive noise on hearing and ways to protect hearing

6. Mental and emotional health

7. Injury prevention and safety

8. Alcohol, tobacco and other drugs

9. Environmental health

10. Consumer and community health

(cf. 6143—Courses of Study)

Upon written request by a student's parent/guardian, a student shall be excused from any part of the health instruction that conflicts with the parent's/guardian's religious training, beliefs or personal moral convictions. Parents/guardians shall receive notification regarding their right to excuse students from health instruction on these grounds. (Education Code 48980, 51240)

(cf. 5145.6 – Parental Notifications)

Goals for the district's health education program shall be designed to promote student wellness and shall include, but not be limited to, goals for nutrition promotion and education, physical activity, and other school-based activities that promote student well-being.

The district shall provide a planned, sequential, research-based, and developmentally appropriate health education curriculum for students in grades K-12 which is aligned with the state's content standards and curriculum framework and integrated with other content areas of the district's curriculum. The Superintendent or designee shall determine the grade levels and subject areas in which health-related topics will be addressed, in accordance with law, Board policy, and administrative regulation.

As appropriate, the Superintendent or designee shall involve school administrators, teachers, school nurses, health professionals representing various fields of health care, parents/guardians, community-based organizations, and other community members in the development, implementation, and evaluation of the district's health education program. Health and safety professionals may be invited to provide related instruction in the classroom, school assemblies, and other instructional settings.

The Superintendent or designee shall provide professional development as needed to ensure that health education teachers are knowledgeable about academic content standards, the state curriculum framework, and effective instructional methodologies.

The Superintendent or designee shall provide periodic reports to the Board regarding the implementation and effectiveness of the district's health education program, which may include, but not be limited to, a description of the district's program and the extent to which it is aligned with the state's content standards and curriculum framework, the amount of time allotted for health instruction at each grade level, student achievement of district standards for health education, and the manner in which the district's health education program supports the physical, mental, and social well-being of students.

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

State References

5 CCR 11800-11801

Ed. Code 35183.5

Ed. Code 49413

Ed. Code 49430-49434

Ed. Code 49490-49494

Ed. Code 49500-49505

Ed. Code 51202

Ed. Code 51203

Ed. Code 51210

Ed. Code 51210.8

Ed. Code 51220.5

Description

District health education plan

Sun protection

First aid training

Pupil Nutrition, Health, and Achievement Act of 2001

School breakfast and lunch programs

School meals

Instruction in personal and public health and safety

Instruction on alcohol, narcotics and dangerous drugs

Course of study for grades 1-6

Health education curriculum

Parenting skills; areas of instruction

| | |
|------------------------|---------------------------------------------------|
| Ed. Code 51260-51269 | Drug education |
| Ed. Code 51513 | Personal beliefs |
| Ed. Code 51880-51881.5 | Health education, legislative findings and intent |
| Ed. Code 51890-51891 | Comprehensive health education programs |
| Ed. Code 51913 | District health education plan |
| Ed. Code 51920 | Inservice training, health education |
| Ed. Code 51930-51939 | California Healthy Youth Act |
| Ed. Code 8850.5 | Family relationships and parenting education |

Federal References

| | |
|-------------------|-------------------------------|
| 42 USC 1751-1769j | National School Lunch Program |
| 42 USC 1758b | Local wellness policy |
| 42 USC 1771-1793 | Child Nutrition Act |

Description

Management Resources References

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| American Association For Health Ed Publication | National Health Education Standards: Achieving Excellence, 2007 |
| California Department of Education Publication | Health Education Content Standards for California Public Schools, Kindergarten Through Grade 12, 2008 |
| California Department of Education Publication | Health Framework for California Public Schools: Kindergarten through Grade 12, 2003 |
| CSBA Publication | Monitoring for Success: Student Wellness Policy Implementation Monitoring Report and Guide, 2007 |
| CSBA Publication | Physical Education and California Schools, Policy Brief, rev. October 2007 |
| CSBA Publication | Asthma Management in the Schools, Policy Brief, March 2008 |
| CSBA Publication | Sun Safety in Schools, Policy Brief, July 2006 |
| CSBA Publication | Promoting Oral Health for California's Students: New Roles, New Opportunities for Schools, Policy Brief, March 2007 |
| CSBA Publication | Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. April 2006 |
| Website | American Association for Health Education - https://simbli.eboardsolutions.com/SU/TAjwf4p45gQfZpmHxHslshB5w== |
| Website | American School Health Association - https://simbli.eboardsolutions.com/SU/xbFajmJTnqHCplusPvz3KmxVQ== |
| Website | California Association of School Health Educators - https://simbli.eboardsolutions.com/SU/slshJunLs9DKzWmdhUUzQXqhw== |
| Website | California Department of Education, Health Education - https://simbli.eboardsolutions.com/SU/RZQSMKDFaslhEyEB23OWZCQ== |
| Website | California Subject Matter Project, Physical Education-Health Project - https://simbli.eboardsolutions.com/SU/08DUYBudyheEcpus3zIBSyQw== |
| Website | Center for Injury Prevention Policy and Practice - https://simbli.eboardsolutions.com/SU/4NO39Fslsh5L6SPD2CrZZavWw== |
| Website | National Center for Health Education - https://simbli.eboardsolutions.com/SU/hln4hkQ99nyJXFEzrgLJWw== |
| Website | National Hearing Conservation Association - https://simbli.eboardsolutions.com/SU/7tMEcYWajQ8WzRWT1oq6tw== |
| Website | California Healthy Kids Resource Center - https://simbli.eboardsolutions.com/SU/Ve9Yf61snLK7fRzOPU1xiQ== |

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| Website | California Department of Public Health - https://simbli.eboardsolutions.com/SU/plusKghL3cnZRJOzDybcVsugA== |
| Website | Centers for Disease Control and Prevention - https://simbli.eboardsolutions.com/SU/Gfx4spY2pCn7TBGiShp9oA== |
| Website | CSBA - https://simbli.eboardsolutions.com/SU/W3QxkK2EPsDsQBnMIENxGg== |

Cross References

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| 0200 | Goals For The School District - https://simbli.eboardsolutions.com/SU/Zn2GfltheZA80iWlpbhlhQ== |
| 0450 | Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/Pw53k7slshWwK5WnIplAj4TaQ== |
| 0450 | Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/I4Ef16y2kHuwWKAC7AywwQ== |
| 0500 | Accountability - https://simbli.eboardsolutions.com/SU/8MWUST2bCklr2OkW3mlkRQ== |
| 1220 | Citizen Advisory Committees - https://simbli.eboardsolutions.com/SU/QI4uN978slshgJO1cckzdTyw== |
| 1220 | Citizen Advisory Committees - https://simbli.eboardsolutions.com/SU/wSUWDkas2xN4Rr3okmxJSw== |
| 1240 | Volunteer Assistance - https://simbli.eboardsolutions.com/SU/oAUoqbDcvLH3xrMlMnOebQ== |
| 1240 | Volunteer Assistance - https://simbli.eboardsolutions.com/SU/yv9SuqgofUyoyc2tl6DiYQ== |
| 1325 | Advertising And Promotion - https://simbli.eboardsolutions.com/SU/SUA9azslshculST1NNslshhXkYDQ== |
| 1325 | Advertising And Promotion - https://simbli.eboardsolutions.com/SU/VN1wvCqkfcPFfw3PS4A1Ww== |
| 1400 | Relations Between Other Governmental Agencies And The Schools - https://simbli.eboardsolutions.com/SU/8GpTluG8w5ADslshcIUFL7ceA== |
| 3513.3 | Tobacco-Free Schools - https://simbli.eboardsolutions.com/SU/SSkMWa5e2plus7dG39WUnHI5A== |
| 3513.3 | Tobacco-Free Schools - https://simbli.eboardsolutions.com/SU/aDoborkEE0uNxHqW5Q1k9w== |
| 3513.4 | Drug And Alcohol Free Schools - https://simbli.eboardsolutions.com/SU/nOszGEGo0HAcycgNRLcYXg== |
| 3514 | Environmental Safety - https://simbli.eboardsolutions.com/SU/vlqskySjsrplusGkrJKYlfCMg== |
| 3514 | Environmental Safety - https://simbli.eboardsolutions.com/SU/plusPSSyjFsFjN9ouplusO1Sd8jw== |
| 3516 | Emergencies And Disaster Preparedness Plan - https://simbli.eboardsolutions.com/SU/CslshKTPxHdUIBtwsLZOI7nw== |
| 3516 | Emergencies And Disaster Preparedness Plan - https://simbli.eboardsolutions.com/SU/zlpwFBjWSCDCxG0slsh8nLj2g== |
| 3543 | Transportation Safety And Emergencies - https://simbli.eboardsolutions.com/SU/tKXGslshFemViRmMwdBJRYnmg== |
| 3550 | Food Service/Child Nutrition Program - https://simbli.eboardsolutions.com/SU/HJY5O1wSolirTxVetPRKkw== |
| 3550 | Food Service/Child Nutrition Program - https://simbli.eboardsolutions.com/SU/OslshMJiBMOEWAEztTgQRslsh3SQ== |

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| 3554 | Other Food Sales - https://simbli.eboardsolutions.com/SU/iFG9EbGoOsbVMLumH3FEUQ== |
| 3554 | Other Food Sales - https://simbli.eboardsolutions.com/SU/XNDsT26uCEKplusqSsZnQslsheKQ== |
| 4131 | Staff Development - https://simbli.eboardsolutions.com/SU/nPbCkSUKdLxC3TwKOLDmSA== |
| 5020 | Parent Rights And Responsibilities - https://simbli.eboardsolutions.com/SU/oIJEkS7708Gns1VZ7kYVJA== |
| 5020 | Parent Rights And Responsibilities - https://simbli.eboardsolutions.com/SU/slshQfN3BB6GpdFLDaslshFINisQ== |
| 5022 | Student And Family Privacy Rights - https://simbli.eboardsolutions.com/SU/kM4tfqWVPq99tLI0lvUY3g== |
| 5022 | Student And Family Privacy Rights - https://simbli.eboardsolutions.com/SU/TDDTplusNk4au7vds09zM6Zsw== |
| 5030 | Student Wellness - https://simbli.eboardsolutions.com/SU/plusvLZ1HIBPZDEpuwAXJKMOQ== |
| 5131 | Conduct - https://simbli.eboardsolutions.com/SU/TufdILLplus8L1HslshVzdsRm3TQ== |
| 5131.6 | Alcohol And Other Drugs - https://simbli.eboardsolutions.com/SU/szE1NALKCM744pom7F2jVQ== |
| 5131.6 | Alcohol And Other Drugs - https://simbli.eboardsolutions.com/SU/b4c4eapluKjIAsLG2FZUXTA== |
| 5137 | Positive School Climate - https://simbli.eboardsolutions.com/SU/vCslshOnVAXAHmfIH7gplustoHqw== |
| 5141 | Health Care And Emergencies - https://simbli.eboardsolutions.com/SU/8YIkEzGY2VTmplusMQmYoeyoQ== |
| 5141 | Health Care And Emergencies - https://simbli.eboardsolutions.com/SU/LzKKKu5oOUt4nSANXTqZwg== |
| 5141.21 | Administering Medication And Monitoring Health Conditions - https://simbli.eboardsolutions.com/SU/6y2rfdtLM4TM5Gmgc9IplusVQ== |
| 5141.21 | Administering Medication And Monitoring Health Conditions - https://simbli.eboardsolutions.com/SU/HpluszDR1PrR1pluslILSulhM82Q== |
| 5141.22 | Infectious Diseases - https://simbli.eboardsolutions.com/SU/pluscwYbUaPGMCTYslshz3q7XcQg== |
| 5141.22 | Infectious Diseases - https://simbli.eboardsolutions.com/SU/AxgMxslHoHU1gkxsRsK3IQ== |
| 5141.23 | Asthma Management - https://simbli.eboardsolutions.com/SU/OaU6MC2wK5ENRTrJI5nqrA== |
| 5141.23 | Asthma Management - https://simbli.eboardsolutions.com/SU/4DMJCholhw4AQTDpGizLg== |
| 5141.3 | Health Examinations - https://simbli.eboardsolutions.com/SU/ur4YCJG9nZQ6sn3vqRgXog== |
| 5141.3 | Health Examinations - https://simbli.eboardsolutions.com/SU/JsP9307Vgplus7VQy6Krcqmww== |
| 5141.32 | Health Screening For School Entry - https://simbli.eboardsolutions.com/SU/PY3plusmzHX7cNUpCDSsLpluszSg== |
| 5141.4 | Child Abuse Prevention And Reporting - https://simbli.eboardsolutions.com/SU/WWPhVmqn8zniJm1mZ1ZKZQ== |
| 5141.4 | Child Abuse Prevention And Reporting - https://simbli.eboardsolutions.com/SU/UyluaGYuTsHJbEHslsh4PCLvQ== |

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| 5141.52 | Suicide Prevention - https://simbli.eboardsolutions.com/SU/4bjpluso4tJnW4O0Mnlsish3iGQQ== |
| 5141.52 | Suicide Prevention - https://simbli.eboardsolutions.com/SU/pSfZKSWpKgBslshszy57ztVg== |
| 5141.6 | School Health Services - https://simbli.eboardsolutions.com/SU/UHX1nfluv39ZG7BDa42TaA== |
| 5141.6 | School Health Services - https://simbli.eboardsolutions.com/SU/GmFe5vFbd2oYbzf0VrUEfQ== |
| 5142 | Safety - https://simbli.eboardsolutions.com/SU/mto5kOjSDnOWK1zUL8hkYA== |
| 5142 | Safety - https://simbli.eboardsolutions.com/SU/e92TTgnCEEdYy7D9plusplusrCFQ== |
| 5145.3 | Nondiscrimination/Harassment - https://simbli.eboardsolutions.com/SU/4K1w1cplusH8plusG4l9sn9y8lrQ== |
| 5145.3 | Nondiscrimination/Harassment - https://simbli.eboardsolutions.com/SU/IUe4xmObMslshYUugUjgi7tCQ== |
| 5145.7 | Sexual Harassment - https://simbli.eboardsolutions.com/SU/w54cGnA0rUcplusHhS2dplusrK5Q== |
| 5145.7 | Sexual Harassment - https://simbli.eboardsolutions.com/SU/gve8qouMksDvi8iry3U5wA== |
| 5145.9 | Hate-Motivated Behavior - https://simbli.eboardsolutions.com/SU/BCpWbC2n8mxqBplMkeCxPg== |
| 5146 | Married/Pregnant/Parenting Students - https://simbli.eboardsolutions.com/SU/QqpsF8qAmJ1SdWpSfSmRIg== |
| 6011 | Academic Standards - https://simbli.eboardsolutions.com/SU/LxpayTTq3LgQIFt1R1lmEA== |
| 6020 | Parent Involvement - https://simbli.eboardsolutions.com/SU/oA2aBIYNkCpg7Yjd3ZAwow== |
| 6020 | Parent Involvement - https://simbli.eboardsolutions.com/SU/XCbts746RWFqijEE8GPNpQ== |
| 6141 | Curriculum Development And Evaluation - https://simbli.eboardsolutions.com/SU/VYnljyvVICioMRtesjCvaQ== |
| 6141.2 | Recognition Of Religious Beliefs And Customs - https://simbli.eboardsolutions.com/SU/COV7C2eXly3ZEIYBc9YIRQ== |
| 6141.2 | Recognition Of Religious Beliefs And Customs - https://simbli.eboardsolutions.com/SU/TUkVYm8R9lp6u9cCijVWQ== |
| 6142.1 | Sexual Health And HIV/AIDS Prevention Instruction - https://simbli.eboardsolutions.com/SU/Q8tVuLnGZzKk1KhXhtY1qA== |
| 6142.1 | Sexual Health And HIV/AIDS Prevention Instruction - https://simbli.eboardsolutions.com/SU/NUwcuolmewTs7yugplusZHLyQ== |
| 6142.7 | Physical Education And Activity - https://simbli.eboardsolutions.com/SU/JiplusZmGslshHkm74v5p7Jm2beQ== |
| 6142.7 | Physical Education And Activity - https://simbli.eboardsolutions.com/SU/XG8GEWuqF7c9plusK6DuD9RAw== |
| 6143 | Courses Of Study - https://simbli.eboardsolutions.com/SU/qMkcQKiX6Z298Bsx6ooFHQ== |
| 6143 | Courses Of Study - https://simbli.eboardsolutions.com/SU/zQVzzunlcpK7A9wXPctkJA== |
| 6144 | Controversial Issues - https://simbli.eboardsolutions.com/SU/fOyN8xzJ2wM4K5CQEslishoQMA== |

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| 6144 | Controversial Issues - https://simbli.eboardsolutions.com/SU/ag6iqz9GIWt0gUtcUR0jsg== |
| 6145.8 | Assemblies And Special Events - https://simbli.eboardsolutions.com/SU/oL1cJTUepswUBS8GmjYe9Q== |
| 6161.1 | Selection And Evaluation Of Instructional Materials - https://simbli.eboardsolutions.com/SU/SheJayQzgsoCvHnElrplus0IA== |
| 6161.1 | Selection And Evaluation Of Instructional Materials - https://simbli.eboardsolutions.com/SU/T50vSgtBJdJywubzhhoAfA== |
| 6163.4 | Student Use Of Technology - https://simbli.eboardsolutions.com/SU/Pa9GrEWIFCaRR4zshb5WRQ== |
| 6163.4-E(1) | Student Use Of Technology - https://simbli.eboardsolutions.com/SU/H46Vlw9cWCtoycUqlBfPFg== |
| 6164.2 | Guidance/Counseling Services - https://simbli.eboardsolutions.com/SU/dK0hwL4Oq43Rkdv2Dxcdvg== |
| 6190 | Evaluation Of The Instructional Program - https://simbli.eboardsolutions.com/SU/DI2CNXU6otELrotnBT7oMg== |

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Karen McConnell

DATE: April 26, 2021

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☒ Information
☐ Action

Date you wish to have your item considered: May 12, 2021

ITEM: Review recommended revisions to Administrative Policy 5141.31 & Board Policy 5141.31 – Immunizations

PURPOSE: Policy updated to reflect new law which specify conditions under which a medical exemption is effective. And updates outdated material regarding immunization for enrollment or advancement to grade 7, and to add material regarding immunization requirements, immunization records and the California Immunization Registry (CAIR).

FISCAL IMPACT: None

RECOMMENDATIONS:

Policy 5141.31: Immunizations

Status: DRAFT

Original Adopted Date: 12/11/2013 | **Last Revised Date:** 03/09/2016

To protect the health of all students and staff and to curtail the spread of infectious diseases, the Governing Board shall cooperate with state and local public health agencies to encourage and facilitate immunization of all district students against preventable diseases.

~~(cf. 1400 – Relations Between Other Governmental Agencies and the Schools)~~

~~(cf. 5141.22 – Infectious Diseases)~~

~~(cf. 5141.26 – Tuberculosis Testing)~~

~~(cf. 6142.8 – Comprehensive Health Education)~~

Each student enrolling for the first time in a district ~~school, elementary or secondary school,~~ preschool, or child care and development program or ~~after July 1, 2016, enrolling in or~~ advancing to grade 7 shall present an immunization record from any authorized private or public health care provider certifying that ~~he/she~~ ~~the student~~ has received all required immunizations in accordance with law. Students shall be excluded from school or exempted from immunization requirements only as allowed by law.

~~(cf. 5112.1 – Exemptions from Attendance)~~

~~(cf. 5112.2 – Exclusions from Attendance)~~

~~(cf. 5141.32 – Health Screening for School Entry)~~

~~(cf. 5148 – Child Care and Development)~~

~~(cf. 5148.3 – Preschool/Early Childhood Education)~~

Each ~~Transfer~~ student shall be requested to present ~~his/her~~ immunization records ~~if possible,~~ upon registration at a district school~~s~~, ~~if possible~~.

~~(cf. 6173 – Education for Homeless Children)~~

~~(cf. 6173.1 – Education for Foster Youth)~~

~~(cf. 6173.2 – Education of Children of Military Families)~~

The Superintendent or designee may arrange for an authorized health care provider to administer immunizations at school to any student whose parent/guardian has consented in writing. At the beginning of the school year, parents/guardians shall be notified of their right to provide consent for the administration of an immunization to their child at school. (Education Code 49403)

~~(cf. 5141.3 – Health Examinations)~~

~~(cf. 5141.6 – School Health Services)~~

(cf. 5145.6 – Parental Notifications)

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

State References

17 CCR 6000-6075

5 CCR 430

Ed. Code 44871

Ed. Code 46010

Ed. Code 48216

Ed. Code 48853.5

Ed. Code 48980

Ed. Code 49403

Ed. Code 49426

Ed. Code 49701

Ed. Code 51745-51749.6

H&S Code 120325-120380

H&S Code 120335

H&S Code 120395

H&S Code 120440

Description

School attendance immunization requirements -
<https://simbli.eboardsolutions.com/SU/YzfyALHtH25cYebUH5ax1Q==>

Individual student records; definition

Qualifications of supervisor of health

Total days of attendance

Immunization

Immediate enrollment of foster youth

Required notification of rights

Cooperation in control of communicable disease and immunizations

Duties of school nurses

Flexibility in enrollment of children of military families

Independent study

Immunization against communicable diseases

Immunization requirement for admission

Information about meningococcal disease, including recommendation for vaccination

Disclosure of immunization information

Federal References

20 USC 1232g

34 CFR 99.1-99.67

42 USC 11432

Description

Family Educational Rights and Privacy Act (FERPA) of 1974

Family Educational Rights and Privacy

Immediate enrollment of homeless children

Management Resources References

California Department of Public Health
Publication

California Department of Public Health
Publication

California Department of Public Health
Publication

California Department of Public Health
Publication

Education Audit Appeals Panel Publication

U.S. Department of Education Guidance

Website

Description

Guide to Immunizations Required for Child Care

Guide to Immunizations Required for School Entry

Parents' Guide to Immunizations Required for Child Care

Parents' Guide to Immunizations Required for School Entry

Guide for Annual Audits of Local Education Agencies and State Compliance Reporting, July 2015

Family Educational Rights and Privacy Act (FERPA) and H1N1, October 2009

California Department of Public Health, Shots for Schools -
<https://simbli.eboardsolutions.com/SU/1kVPGlnr8fFSaEb9SIFsOg==>

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|---------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Website | Education Audit Appeals Panel - https://simbli.eboardsolutions.com/SU/6VovW08Qz3ek2v0oFNslshtMg== |
| Website | California Department of Public Health, Immunization Branch - https://simbli.eboardsolutions.com/SU/NKrHQBjy11SnpkZLoDlcfQ== |
| Website | Centers for Disease Control and Prevention - https://simbli.eboardsolutions.com/SU/Gfx4spY2pCn7TBGiShp9oA== |
| Website | U.S. Department of Education - https://simbli.eboardsolutions.com/SU/XcSsJimoslsH3XhJKy4tplus7wplusA== |
| Website | California Department of Education - https://simbli.eboardsolutions.com/SU/os2jq5DcA2RawmY2VZ5FZQ== |

Cross References

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| 4119.41 | Employees With Infectious Disease - https://simbli.eboardsolutions.com/SU/uvkSF27NX1n7dEkiplusT58pA== |
| 4219.41 | Employees With Infectious Disease - https://simbli.eboardsolutions.com/SU/sbzJyT2OEyDXuTg550xf3w== |
| 4319.41 | Employees With Infectious Disease - https://simbli.eboardsolutions.com/SU/2CyV97gCtLTP5fuV6di93A== |
| 5030 | Student Wellness - https://simbli.eboardsolutions.com/SU/plusvLZ1HIBPZDEpuwAXJKMOQ== |
| 5111 | Admission - https://simbli.eboardsolutions.com/SU/1aoR6FkeunBL0Jvslshlutu3w== |
| 5111 | Admission - https://simbli.eboardsolutions.com/SU/jxTCDvJzsBJreSIIvboWlA== |
| 5112.1 | Exemptions From Attendance - https://simbli.eboardsolutions.com/SU/l6o9eEtyRUxvIQCVRpVfG== |
| 5112.1 | Exemptions From Attendance - https://simbli.eboardsolutions.com/SU/x3zgx20zbDz3glr36FpaKQ== |
| 5112.2 | Exclusions From Attendance - https://simbli.eboardsolutions.com/SU/MwslshrQ3UZc5M2XIjg7XgogQ== |
| 5125 | Student Records - https://simbli.eboardsolutions.com/SU/uiVJk3G6TkTplusVR2QwgWBtw== |
| 5125 | Student Records - https://simbli.eboardsolutions.com/SU/aoTt3s0aYvG7slshk1b5KoNOA== |
| 5141.22 | Infectious Diseases - https://simbli.eboardsolutions.com/SU/pluscwYbUaPGMCTYslshz3q7XcQg== |
| 5141.22 | Infectious Diseases - https://simbli.eboardsolutions.com/SU/AxgMxsLHoHU1gkxsRsK3lQ== |
| 5141.26 | Tuberculosis Testing - https://simbli.eboardsolutions.com/SU/ad2jqLOzdHStFiD6BNhpwg== |
| 5141.3 | Health Examinations - https://simbli.eboardsolutions.com/SU/ur4YCJG9nZQ6sn3vqRgXog== |
| 5141.3 | Health Examinations - https://simbli.eboardsolutions.com/SU/JsP9307Vgplus7VQy6Krcqmww== |
| 5141.32 | Health Screening For School Entry - https://simbli.eboardsolutions.com/SU/PY3plumzHX7cNUpCDSsLpluszSg== |
| 5141.6 | School Health Services - https://simbli.eboardsolutions.com/SU/UHX1nfluv39ZG7BDa42TaA== |
| 5141.6 | School Health Services - https://simbli.eboardsolutions.com/SU/GmEe5vFbd2oYbzf0VrUEfQ== |

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| 5145.6 | Parental Notifications - https://simbli.eboardsolutions.com/SU/Kmrn4moGgFNKF8ddWTjjslshA== |
| 5145.6-E(1) | Parental Notifications - https://simbli.eboardsolutions.com/SU/1tnmC4RSauktplus5IQACGBpA== |
| 5148 | Child Care And Development - https://simbli.eboardsolutions.com/SU/cjIC5QJ7pZFadmtiKpVIVg== |
| 5148 | Child Care And Development - https://simbli.eboardsolutions.com/SU/j2uccQTz0slshFslshPHUyXpQryg== |
| 6170.1 | Transitional Kindergarten - https://simbli.eboardsolutions.com/SU/YvFST0Vb96UXXMMQK1ybtw== |
| 6173 | Education For Homeless Children - https://simbli.eboardsolutions.com/SU/ziLY6jh8GJTX7M1sR08cbw== |
| 6173 | Education For Homeless Children - https://simbli.eboardsolutions.com/SU/LslshovvKSDP51HPXYeFDbFzA== |
| 6173-E(1) | Education For Homeless Children - https://simbli.eboardsolutions.com/SU/biYAm4a71uBXPP46AFLIUg== |
| 6173.1 | Education For Foster Youth - https://simbli.eboardsolutions.com/SU/eVhjcNplus5gaKuXjDnh3LfRQ== |
| 6173.1 | Education For Foster Youth - https://simbli.eboardsolutions.com/SU/9zSYbslshmJ955fIW8slshWtTClw== |
| 6173.2 | Education Of Children Of Military Families - https://simbli.eboardsolutions.com/SU/KH4ab7brXUqsqOL5JlicFA== |
| 6173.2 | Education Of Children Of Military Families - https://simbli.eboardsolutions.com/SU/IGiLCqplusjhgePoer5hCHSuA== |
| 6173.3 | Education For Juvenile Court School Students - https://simbli.eboardsolutions.com/SU/HgMqKqoqe!5dy54S6ujO6Q== |
| 6175 | Migrant Education Program - https://simbli.eboardsolutions.com/SU/3CZSEioKUpGLHu0yUJDwew== |
| 6175 | Migrant Education Program - https://simbli.eboardsolutions.com/SU/yTUCCOQj3HdeY92mXtHslshOgg== |

Regulation 5141.31: Immunizations

Status: DRAFT

Original Adopted Date: 12/11/2013 | **Last Revised Date:** 03/09/2016

Required Immunizations

Upon a student's registration at a school district, the Superintendent or designee shall provide the student's parents/guardians a written notice summarizing the state's immunization requirements.

~~The Superintendent or designee shall provide parents/guardians, upon school registration, a written notice summarizing the state's immunization requirements.~~

The Superintendent or designee shall not unconditionally admit any student to a district elementary or secondary school, preschool, or child care and development program for the first time nor, after July 1, 2016, admit or advance any student to grade 7 unless the student has been fully immunized. The student shall present documentation of full immunization, in accordance with the age/grade and dose required by the California Department of Public Health (CDPH), against the following diseases: (Health and Safety Code 120335; 17 CCR 60295)

1. Measles, mumps, and rubella (MMR)
2. Diphtheria, tetanus, and pertussis (whooping cough) (DTP, DTaP, or Tdap)
3. Poliomyelitis (polio)
4. Hepatitis B
5. Varicella (chickenpox)
6. Haemophilus influenza type b (Hib meningitis)
7. Any other disease designated by the CDPH

~~(cf. 5141.22 – Infectious Diseases)~~

~~(cf. 5148 – Child Care and Development)~~

~~(cf. 5148.3 – Preschool/Early Childhood Education)~~

~~(cf. 6170.1 – Transitional Kindergarten)~~

However, full immunization against hepatitis B shall not be a condition by which the Superintendent or designee shall admit or advance any student to grade 7. (Health and Safety Code 120335)

A student who qualifies for an individualized education program (IEP), unless otherwise exempt, shall be fully immunized in accordance with Health and Safety Code 120335 and this regulation. However, the district shall continue to implement the student's IEP and shall not prohibit the student from accessing any special education and related service required by his/her IEP regardless of whether the student is fully immunized. (Health and Safety Code 120335)

(cf. 6159 – Individualized Education Program)

The student's immunization record shall be provided by the student's health care provider or from the student's previous school immunization record. The record must show at least the month and year for each dose, except that the day, month, and year must be shown for the MMR doses given during the month of the first birthday and for the Tdap dose given during the month of the seventh birthday. (17 CCR 6070)

School personnel shall record information for each student regarding all doses of required immunizations and the status of all requirements in accordance with 17 CCR 6070. The school records shall be based on the student's immunization record provided by the student's health care provider, from the student's previous school immunization record, or through the California Immunization Registry (CAIR). (17 CCR 6070)

Exemptions

Exemption from one or more immunization requirements shall be granted under any of the following circumstances:

1. A medical exemption is submitted using the standardized form developed by CDPH and transmitted using CAIR which includes, but not limited to, a description of the medical basis for which the exemption for each individual immunization is sought and whether the medical exemption is permanent or temporary (Health and Safety Code 120372)

The parent/guardian files with the district a written statement by a licensed physician to the effect that the physical condition of the child is such, or medical circumstances relating to the child are such, that immunization is not considered safe. The statement shall indicate the specific nature and probable duration of the medical condition or circumstances, including, but not limited to, family medical history, for which the physician does not recommend immunization. (Health and Safety Code 120370; 17 CCR 6051)

A student who has a medical exemption issued prior to January 1, 2020 shall be allowed to continue enrollment until the next grade level span, except that after July 1, 2021, a student may not be admitted or advanced to grade 7 unless the student has been immunized or a medical exemption form filed as stated above. (Health and Safety Code 120370)

A temporary exemption shall not exceed one year, and all medical exemptions shall not extend beyond the grade span. (Health and Safety Code 120372)

If a student's medical exemption is revoked by CDPH on the basis that the exemption does not meet applicable criteria for medical exemptions, the student shall continue in attendance and, within 30 calendar days of the revocation, commence the immunization scheduled required for conditional admittance pursuant to 17 CCR 6050, as described below. (Health and Safety Code 120372)

The student's parent/guardian may appeal a revocation to the Secretary of California Health and Human Services. If a revocation is appealed, the student shall continue in attendance and shall not be required to commence the immunization scheduled required for conditional admittance provided the appeal is filed within 30 calendar days of the revocation. (Health and Safety code 120372, 120372.5)

2. The student's parent/guardian filed with the district, before January 1, 2016, a letter or written affidavit stating that an immunization is contrary to the student's personal beliefs, in which case the student shall be exempted from the immunization until the student enrolls in the next applicable grade span requiring immunization (birth to preschool, grades K-6, grades 7-12). (Health and Safety Code 120335)

When a student transfers to a different school within the district or transfers into the district from another school district in California, the student's personal beliefs exemption filed before January 1, 2016, shall remain in effect until the next applicable grade span. A student transferring from a school outside the district shall present a copy of the personal beliefs exemption upon enrollment. When a student transfers into the district from outside California and presents a personal beliefs exemption issued by another state or country prior to January 1, 2016, the Superintendent or designee may consult with legal counsel regarding the applicable immunization requirements.

2. The student's parent/guardian files with the district, before January 1, 2016, a letter or written affidavit stating that an immunization is contrary to his/her personal beliefs, in which case the student shall be exempted from the immunization until he/she enrolls in the next applicable grade span requiring immunization (birth to preschool, grades K-6, grades 7-12). (Health and Safety Code 120335)

(cf. 6141.2 – Recognition of Religious Beliefs and Customs)

When a student transfers to a different school within the district or transfers into the district from another school district in California, his/her personal beliefs exemption filed before January 1, 2016, shall remain in effect until the next applicable grade span. A student transferring from a school outside the district shall present a copy of the personal beliefs exemption upon enrollment. When a student transfers into the district from outside California and presents a personal beliefs exemption issued by another state or country prior to January 1, 2016, the Superintendent or designee may consult with legal counsel regarding the applicable immunization requirements.

3. The student is enrolled in an independent study program pursuant to Education Code 51745-51749.6 and does not receive classroom-based instruction. (Health and Safety Code 120335)

(cf. 6158 – Independent Study)

Conditional Enrollment

The Superintendent or designee may conditionally admit a student with documentation from an authorized health care provider that: (Health and Safety Code 120340; 17 CCR 6000, 6035)

1. The student has not received all the immunizations required for his/her age group, but has commenced receiving doses of all required vaccines and is not due for any other doses at the time of admission. The Superintendent or designee shall notify the student's parents/guardians of the date by which the student must complete all the remaining doses as specified in 17 CCR 6035. (Health and Safety Code 120340; 17 CCR 6035)

2. The student has a temporary exemption from immunization for medical reasons pursuant to item #1 in the section "Exemptions" above.

The Superintendent or designee shall notify the student's parents/guardians of the date by which the student must complete all the remaining doses as specified in 17 CCR 6035.

(cf. 5145.6 – Parental Notifications)

In addition, a transfer student may be conditionally admitted for up to 30 school days while his/her immunization records are being transferred from the previous school. If such documentation is not presented within 30 days, the student shall be excluded from school until the required immunizations have been administered. (17 CCR 607035)

The Superintendent or designee shall immediately enroll homeless students, foster youth, and students of military families even if their immunization records are missing or unavailable at the time of enrollment. School or district staff shall work with the student's prior school to obtain the student's immunization records or shall ensure that the student is properly immunized. (Education Code 48853.5; 17 CCR 6040, 6070) review the immunization record of each student admitted conditionally every 30 days until that student has received all the required immunizations. If the student does not receive the required immunizations within the specified time limits, he/she shall be excluded from further attendance until the immunizations are received. (Health and Safety Code 120375; 17 CCR 6070)

The Superintendent or designee shall immediately enroll homeless students, foster youth, and students of military families even if their immunization records are missing or unavailable at the time of enrollment. School or district staff shall work with the student's prior school to obtain the student's immunization records or shall ensure that he/she is properly immunized. (Education Code 48853.5, 49701; Health and Safety Code 120341; 42 USC 11432)

{cf. 6173 – Education for Homeless Children}

{cf. 6173.1 – Education for Foster Youth}

{cf. 6173.2 – Education of Children of Military Families}

Exclusions Due to Lack of Immunizations

If an enrolled student who was previously believed to be in compliance with immunization requirements is subsequently discovered to not be in compliance with requirements for unconditional or conditional admission, the Superintendent or designee shall notify the parent/guardians that evidence of proper immunization or an appropriate exemption must be provided within 10 school days. This notice shall refer the parent/guardian to the student's usual source of medical care or, if the student has no usual source of medical care, then to the county health department or school immunization program, if any. (Education Code 48216; 17 CCR 6040)

The Superintendent or designee shall exclude from further attendance an enrolled student who fails to obtain the required immunization within 10 school days following the parent/guardians receipt of the notice specified above. The student shall remain excluded from school until documentation is provided indicating that the student has received a dose of each required vaccine due at the time. (17 CCR 6040, 6055)

The student shall be reported to the attendance supervisor or principal.

Any student without the required evidence of immunization may be excluded from school until the immunization is obtained or an exemption is granted in accordance with the section "Exemptions" above.

{cf. 5112.2 – Exclusions from Attendance}

{cf. 6183 – Home and Hospital Instruction}

Before an already admitted student is excluded from school attendance because of lack of immunization, the Superintendent or designee shall notify the parent/guardian that he/she has 10 school days to supply evidence of

proper immunization or an appropriate exemption. This notice shall refer the parent/guardian to the student's usual source of medical care or, if the student has no usual source of medical care, then to the county health department or school immunization program, if any. (Education Code 48216; 17 CCR 6040)

(cf. 5141.6 – School Health Services)

The Superintendent or designee shall exclude from further attendance any already admitted student who fails to obtain the required immunization within 10 school days following the parent/guardian's receipt of the notice specified above. The student shall remain excluded from school until he/she provides written evidence that he/she has received a dose of each required vaccine due at that time. The student shall also be reported to the attendance supervisor or principal. (17 CCR 6055)

Exclusion Due to Exposure to Disease

If the district has good cause to believe that a student has been exposed to a disease listed in the section "Required Immunizations" above and the student's his/her documentation of immunization does not show proof of immunization against that disease, that student may be temporarily excluded from the school until the local health officer informs the district in writing that the studenthe/she is satisfied that the student is no longer at risk of developing or transmitting the disease. (Health and Safety Code 120370)

Records

Each student's immunization Superintendent or designee shall record shall be retained as part each new entrant's immunizations in the California School Immunization Record and retain it as part of the student's mandatory permanent student record. District staff shall maintain the confidentiality of immunization records and may disclose such information to state and local health departments only in accordance with law. (Health and Safety Code 120375, 120440; 17 CCR 6070)

(cf. 5125 – Student Records)

The district shall also retain in the mandatory student record any physician or health officer statement, personal beliefs letter or affidavit, reason for conditional enrollment, or any other documentation related to the student's immunization record or exemptions.

At least annually, the Superintendent or designee shall file a written report on the immunization status of new students with CDPH and the local department of public health on forms prescribed by CDPH. (Health and Safety Code 120375; 17 CCR 6075)

Audits

If an audit reveals deficiencies in the district's reporting procedures, the Superintendent or designee shall present the Board with a plan to remedy such deficiencies.

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

State References

17 CCR 6000-6075

5 CCR 430

Ed. Code 44871

Ed. Code 46010

Ed. Code 48216

Ed. Code 48853.5

Ed. Code 48980

Ed. Code 49403

Ed. Code 49426

Ed. Code 49701

Ed. Code 51745-51749.6

H&S Code 120325-120380

H&S Code 120335

H&S Code 120395

H&S Code 120440

Description

School attendance immunization requirements -

<https://simbli.eboardsolutions.com/SU/YzfyALHtH25cYebUH5ax1Q==>

Individual student records; definition

Qualifications of supervisor of health

Total days of attendance

Immunization

Immediate enrollment of foster youth

Required notification of rights

Cooperation in control of communicable disease and immunizations

Duties of school nurses

Flexibility in enrollment of children of military families

Independent study

Immunization against communicable diseases

Immunization requirement for admission

Information about meningococcal disease, including recommendation for vaccination

Disclosure of immunization information

Federal References

20 USC 1232g

34 CFR 99.1-99.67

42 USC 11432

Description

Family Educational Rights and Privacy Act (FERPA) of 1974

Family Educational Rights and Privacy

Immediate enrollment of homeless children

Management Resources References

California Department of Public Health Publication

California Department of Public Health Publication

California Department of Public Health Publication

California Department of Public Health Publication

Education Audit Appeals Panel Publication

U.S. Department of Education Guidance

Website

Website

Description

Guide to Immunizations Required for Child Care

Guide to Immunizations Required for School Entry

Parents' Guide to Immunizations Required for Child Care

Parents' Guide to Immunizations Required for School Entry

Guide for Annual Audits of Local Education Agencies and State Compliance Reporting, July 2015

Family Educational Rights and Privacy Act (FERPA) and H1N1, October 2009

California Department of Public Health, Shots for Schools -
<https://simbli.eboardsolutions.com/SU/1kVPGlnr8fFSaEb9SIFsOg==>

Education Audit Appeals Panel -
<https://simbli.eboardsolutions.com/SU/6VovW08Qz3ek2v0oFNslshtMg==>

| | |
|---------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Website | California Department of Public Health, Immunization Branch - https://simbli.eboardsolutions.com/SU/NKrHQBjy11SnpkZLoDlcfQ== |
| Website | Centers for Disease Control and Prevention - https://simbli.eboardsolutions.com/SU/Gfx4spY2pCn7TBGiShp9oA== |
| Website | U.S. Department of Education - https://simbli.eboardsolutions.com/SU/XcSsJimoslsh3XhJKy4tplus7wplusA== |
| Website | California Department of Education - https://simbli.eboardsolutions.com/SU/os2jq5DcA2RawmY2VZ5FZQ== |

Cross References

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|---------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 4119.41 | Employees With Infectious Disease - https://simbli.eboardsolutions.com/SU/uvkSF27NX1n7dEkiplusT58pA== |
| 4219.41 | Employees With Infectious Disease - https://simbli.eboardsolutions.com/SU/sbzJyT2OEyDXuTg550xf3w== |
| 4319.41 | Employees With Infectious Disease - https://simbli.eboardsolutions.com/SU/2CyV97gCtLTP5fuV6di93A== |
| 5030 | Student Wellness - https://simbli.eboardsolutions.com/SU/plusvLZ1HIBPZDEpuwAXJKMOQ== |
| 5111 | Admission - https://simbli.eboardsolutions.com/SU/1aoR6FkeunBL0Jvslshlutu3w== |
| 5111 | Admission - https://simbli.eboardsolutions.com/SU/jxTCDvJzsBJreSIIVb0wIA== |
| 5112.1 | Exemptions From Attendance - https://simbli.eboardsolutions.com/SU/l6o9eFttyRUxvIQCVRpVfG== |
| 5112.1 | Exemptions From Attendance - https://simbli.eboardsolutions.com/SU/x3zgx20zbDz3glr36FpaKQ== |
| 5112.2 | Exclusions From Attendance - https://simbli.eboardsolutions.com/SU/MwslshrQ3UZc5M2XIlg7XgogQ== |
| 5125 | Student Records - https://simbli.eboardsolutions.com/SU/uiVJk3G6TkTplusVR2QwgWBtw== |
| 5125 | Student Records - https://simbli.eboardsolutions.com/SU/aoTt3s0aYvG7slshk1b5KoNOA== |
| 5141.22 | Infectious Diseases - https://simbli.eboardsolutions.com/SU/pluscwYbUaPGMCTYslshz3q7XcQg== |
| 5141.22 | Infectious Diseases - https://simbli.eboardsolutions.com/SU/AxgMxsLHoHU1gkxsRsK3IQ== |
| 5141.26 | Tuberculosis Testing - https://simbli.eboardsolutions.com/SU/ad2jqLOzdHStFiD6BNhpwg== |
| 5141.3 | Health Examinations - https://simbli.eboardsolutions.com/SU/ur4YCJG9nZQ6sn3vqRgXog== |
| 5141.3 | Health Examinations - https://simbli.eboardsolutions.com/SU/JsP9307Vgplus7VQy6Krcqmw== |
| 5141.32 | Health Screening For School Entry - https://simbli.eboardsolutions.com/SU/PY3plusmzHX7cNUpCDSsLpluszSg== |
| 5141.6 | School Health Services - https://simbli.eboardsolutions.com/SU/UHX1nfluv39ZG7BDa42TaA== |
| 5141.6 | School Health Services - https://simbli.eboardsolutions.com/SU/GmEe5vFbd2oYbzf0VrUEfQ== |
| 5145.6 | Parental Notifications - https://simbli.eboardsolutions.com/SU/Kmrn4moGgFNKF8ddWTjjslshA== |

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| 5145.6-E(1) | Parental Notifications - https://simbli.eboardsolutions.com/SU/1tnmC4RSauktplus5IQACGBpA== |
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| 5148 | Child Care And Development - https://simbli.eboardsolutions.com/SU/j2uccQTz0slshFslshPHUyXpQryg== |
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| 6173-E(1) | Education For Homeless Children - https://simbli.eboardsolutions.com/SU/biYAm4a71uBXPP46AFliUg== |
| 6173.1 | Education For Foster Youth - https://simbli.eboardsolutions.com/SU/eVhjcNplus5gaKuXjDnh3LfRQ== |
| 6173.1 | Education For Foster Youth - https://simbli.eboardsolutions.com/SU/9zSYbslshmJ955fIW8slshWtTCIw== |
| 6173.2 | Education Of Children Of Military Families - https://simbli.eboardsolutions.com/SU/KH4ab7brXUqsqOL5JlicFA== |
| 6173.2 | Education Of Children Of Military Families - https://simbli.eboardsolutions.com/SU/IGiLCqplusjhgePoer5hCHSuA== |
| 6173.3 | Education For Juvenile Court School Students - https://simbli.eboardsolutions.com/SU/HgMqKqoqel5dy54S6ujO6Q== |
| 6175 | Migrant Education Program - https://simbli.eboardsolutions.com/SU/3CZSEioKUpGLHu0yUJDwew== |
| 6175 | Migrant Education Program - https://simbli.eboardsolutions.com/SU/yTUcoQj3HdeY92mXtHslshOgg== |

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 05/03/2021

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☒ Information
☐ Action

Date you wish to have your item considered: 05/12/2021

ITEM:

Receive the following Board Policy and Administrative Regulation for information:
 BP/AR 3311.1 – Uniform Public Construction Cost Accounting Procedures

PURPOSE:

The attached Board Policy and Administrative Regulation are being revised to update the procurement thresholds related to the Uniform Public Construction Cost Accounting Procedures.

FISCAL IMPACT:

None.

RECOMMENDATIONS:

Consider adoption of the following Board Policy and Administrative Regulation at the next board meeting:

BP/AR 3311.1 – Uniform Public Construction Cost Accounting Procedures

Policy 3311.1: Uniform Public Construction Cost Accounting Procedures

Status: DRAFT

Original Adopted Date: 05/24/2017

In awarding contracts for public works projects involving district facilities, the ~~Board of Trustees~~Governing Board desires to obtain the best value to the district and ensure the qualifications of contractors to complete the project in a satisfactory manner. The Board has, by resolution, adopted the procedures set forth in the Uniform Public Construction Cost Accounting Act pursuant to Public Contract Code 22030-22045, including the informal bidding procedures when allowed by law.

~~(cf. 3311 – Bids)~~

~~(cf. 7110 – Facilities Master Plan)~~

The Board delegates to the Superintendent or designee the responsibilities to award any contract eligible for informal bidding procedures and to develop plans, specifications, and working details for all public projects requiring formal bidding procedures.

No work, project, service, or purchase shall be split or separated into smaller work orders or projects for the purpose of evading legal requirements for competitive bidding. (Public Contract Code 22033)

Projects awarded through the UPCCAA shall be subject to the cost accounting procedures established by the California Uniform Construction Cost Accounting Commission. (Public Contract Code 22030)

Emergency Actions

When formal bids are required by law but an emergency necessitates immediate repair or replacements, the Board may, upon a four-fifths vote of the Board, proceed to replace or repair a facility without adopting plans, specifications, strain sheets, or working details or giving notice for bids to let contracts. The work may be done by day labor under the direction of the Board and/or contractor. The emergency action shall subsequently be reviewed by the Board in accordance with Public Contract Code 22050 and shall be terminated at the earliest possible date that conditions warrant, so that the remainder of the emergency action may be completed by giving notice for bids to let contracts. (Public Contract Code 1102, 22035, 22050)

~~(cf. 9323.2 – Actions by the Board)~~

Regulation 3311.1: Uniform Public Construction Cost Accounting Procedures

Status: DRAFT

Original Adopted Date: 05/24/2017

Procedures for awarding contracts for public works projects shall be determined on the basis of the amount of the project, as follows:

1. Public projects of \$~~60,000~~~~45,000~~ or less may be performed by district employees by force account, negotiated contract, or purchase order. (Public Contract Code 22032)

2. Contracts for public projects of \$~~200,000~~~~175,000~~ or less may be awarded through the following informal procedures: (Public Contract Code 22032, 22034, 22038)

a. The Superintendent or designee shall prepare a notice inviting informal bids which describes the project in general terms, explains how to obtain further information about the project, and states the time and place for the submission of bids. This notice shall be disseminated by mail, fax, or email to either or both of the following: ~~maintain a list of qualified contractors, identified according to categories of work.~~

~~b. The Superintendent or designee shall prepare a notice inviting informal bids which describes the project in general terms, explains how to obtain more information about the project, and states the time and place for submission of bids. The notice shall be disseminated by mail, fax, or email to all contractors on the district's list for the category of work being bid, unless the product or service is proprietary, at least 10 calendar days before bids are due. In addition, the Superintendent or designee may mail, fax, or email a notice inviting informal bids to all construction trade journals identified pursuant to Public Contract Code 22036.~~

i. All contractors on a list of qualified contractors maintained by the district for the category of work being bid, unless the product or service is proprietary, at least 10 calendar days before bids are due

ii. All construction trade journals identified pursuant to Public Contract Code 22036

b. The district shall review the informal bids ~~that were submitted~~ and award the contract, except that:

i. If all bids received through the informal process are in excess of \$~~200,000~~~~175,000~~, the contract may be awarded to the lowest responsible bidder, provided that the Governing Board adopts a resolution with a four-fifths vote to award the contract at \$~~212,500~~~~187,500~~ or less and the Board determines the district's cost estimate is reasonable.

ii. If no bids are received through the informal bid procedure, the project may be performed by district employees by force account or negotiated contract.

3. Public projects of more than \$~~200,000~~~~175,000~~ shall, except as otherwise provided by law, be subject to formal bidding procedures, as follows: (Public Contract Code 22032, 22037, 22038)

a. Notice inviting formal bids shall state the time and place for receiving and opening sealed bids and distinctly describe the project. The notice shall be disseminated in both of the following ways:

i. Through publication in a newspaper of general circulation in the district's jurisdiction or, if there is no such newspaper, then by posting the notice in at least three places designated by the district as places for posting its notices. Such notice shall be published at least 14 calendar days before the date that bids will be opened.

ii. By mail and electronically, if available, by either fax or email, to all construction trade journals identified pursuant to Public Contract Code 22036. Such notice shall be sent at least 15 calendar days before the date that bids will be opened.

In addition to the notice required above, the district may give such other notice as it deems proper.

b. The district shall award the contract as follows:

i. The contract shall be awarded to the lowest responsible bidder. If two or more bids are the same and the lowest,

the district may accept the one it chooses.

ii. At its discretion, the district may reject all bids presented and declare that the project can be more economically performed by district employees, provided that the district notifies an apparent low bidder, in writing, of the district's intention to reject the bid. Such notice shall be mailed at least two business days prior to the hearing at which the district intends to reject the bid.

iii. If no bids are received through the formal bid procedure, the project may be performed by district employees by force account or negotiated contract.

~~(cf. 3311 – Bids)~~

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Board of Trustees

FROM: Joy C. Gabler

DATE: 04/29/21

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 05/12/21

ITEM: Consider for approval a consultant contract with Odell Planning & Research, Inc.

PURPOSE: Following the decennial federal census – 2020 census, the Governing Board is required to adjust the boundaries of any or all of the Trustee's areas of the district per California Education Code 5019.5. If the population variance is more than 10% between Trustee areas, then there is a requirement to re-district Trustee boundaries to create balanced populations. HESD must complete the re-districting process by February 28, 2022. Odell Planning & Research, Inc. will provide services to take HESD through the process of Trustee area boundary adjustments.

FISCAL IMPACT: \$5,800

RECOMMENDATIONS: Approve

Agreement for Professional Services

Hanford Elementary School District and Odell Planning & Research, Inc.

TRUSTEE AREA BOUNDARY ADJUSTMENTS

This Agreement is by and between the Hanford Elementary School District (“District”) and Odell Planning & Research, Inc. (“Odell Planning”), a California Corporation.

RECITALS

WHEREAS, the District desires to adjust its trustee area boundaries in accordance with the requirement to adjust such boundaries following each decennial federal census such that the trustee areas have nearly equal population (California Education Code Section 5019.5); and

WHEREAS, the District has determined that trustee area boundary adjustments will require professional and technical services of a temporary nature; and

WHEREAS, the District does not have available employees to perform these services; and

WHEREAS, the District has determined that Odell Planning is qualified to perform the necessary professional and technical services required.

THEREFORE, the District enters the Agreement set forth in the following Sections.

SECTION I Scope of Work

The trustee area boundary adjustments will be accomplished through the use and analysis of 2020 U.S. Census data using GIS software, the professional recommendations of Odell Planning to the District, and public input. Traditional redistricting criteria (listed below) will be used in adjusting the boundaries and the adjustments shall be consistent with the federal and California Voting Rights Acts.

- Nearly equal population
- Compact and contiguous
- Easily identifiable boundaries
- Maintain communities of interest

The first part of the scope of work will be to determine the population of the trustee areas using 2020 Census data, as well as the voting age (18+) population, citizen voting age population and ethnic composition of the trustee areas. This information will be discussed with the District and presented at a Board meeting. If it is determined that the population deviation is 10% or less, the District will have the option to keep the existing boundaries and not make any adjustments.

If trustee area adjustments are necessary, Odell Planning will prepare two boundary options for consideration. Additional map options can be prepared if desired by the District as an extra service (see Section III,C). Another Board meeting will be held to consider the options and adopt the preferred boundary option.

Once the Board decision has been made, Odell Planning will prepare a final electronic trustee area map for the District suitable for website posting; and provide shapefiles to the Kings County elections office and coordinate with them to ensure implementation of the adjusted trustee area boundaries.

SECTION II

Schedule

We propose to have the census data analysis and recommendations as to whether adjustments are necessary completed within 45 days of census data availability. The completion goal for completion of boundary map options is approximately 90 days of census data availability. It is anticipated that the Board will be able approve a preferred map option within about 120 days of census data availability. The actual timing for adoption of the adjusted trustee areas will be dependent upon the review and approval timing of the District. By law, the boundary adjustment process must be completed before March 1, 2022.

SECTION III

Compensation

A. Fee

The total fee to accomplish the scope of work is \$5,800. An initial fee of \$2,400 will be billed upon execution of this agreement. If it is determined that trustee area adjustments are not necessary upon completion of the first part of the scope of work, the District will not be billed more than the initial fee of \$2,400. If trustee area adjustments are necessary, the remainder of the fee will be billed upon District adoption of the adjusted trustee areas.

B. Meetings

The budget assumes two Board meetings will be necessary. Additional meetings will be billed on a time and expense basis in accordance with the attached rate schedule (Attachment A).

C. Additional Map Alternatives

The District will be provided with two trustee area configuration options. Additional options requested will be billed as an extra service in accordance with Attachment A.

SECTION IV

Terms and Conditions

This Agreement is subject to the following terms and conditions:

- A. Odell Planning shall commence work upon receipt of written direction to proceed from the District.
- B. Odell Planning shall perform the work described in Section I in accordance with the schedule provided in Section II.
- C. Odell Planning and the District agree that the time schedule in Section II represents their best estimates with respect to completion dates, and both Odell Planning and the District acknowledge that the need for modifications to the schedule may occur. However, the legal deadline for completion of the process (prior to March 1, 2022) shall not be exceeded).
- D. Odell Planning shall not be responsible for performance delays caused by failure of the District to provide information reasonably required by Odell Planning to complete its work and timely requested by Odell Planning.
- E. Odell Planning shall not be liable for any time or costs that may result if the trustee area adjustment process or adoption is subject to litigation. Odell Planning shall be available to consult with the District regarding such litigation at Odell Planning's then hourly rates for litigation-related services.
- F. The relationship of Odell Planning to the District is that of an independent contractor and not an officer, employee or agent the District. The agents and employees of Odell


Planning, in the performance of this Agreement, are employees of Odell Planning and not officers, employees or agents of the District.

- G. Odell Planning and the District agree to use reasonable care and diligence to perform their respective obligations under this Agreement.
- H. Odell Planning shall comply with applicable federal, state, and local laws in the performance of work under this Agreement.
- I. The District may terminate this Agreement, with or without cause, by giving written notice to Odell Planning. The written notice shall specify the effective date of termination and may state the reasons for termination. Upon receipt of such notice, Odell Planning may continue work on the project through the effective date of termination. The District shall pay Odell Planning for all work performed through the effective date of termination at the hourly rates set forth in Attachment A, not to exceed the maximum amount specified in this Agreement, within 30 days of the termination date.
- J. Odell Planning may terminate this Agreement, with or without cause, by giving written notice to the District. The written notice shall specify the effective date of termination and may state the reasons for termination. Odell Planning may continue work on the project through the effective date of termination. The District shall pay Odell Planning for all work performed through the effective date of termination at the hourly rates set forth in Attachment A, not to exceed the maximum amount specified in this Agreement, within 30 days of the termination date.
- K. This Agreement is binding upon the District and Odell Planning and their successors. Except as otherwise provided herein, neither the District nor Odell Planning shall assign, sublet or transfer its interest in this Agreement or any part thereof without the prior written consent of the other. Any attempted assignment, subleases, or transfer without such consent shall be void.
- L. This Agreement represents the entire and integrated Agreement between the District and Odell Planning and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties. No written or oral promise, understanding, representation, or Agreement shall have any force or effect unless reduced to writing and signed by both parties.
- M. Odell Planning shall maintain adequate records to permit inspection and audit of Odell Planning's performance under this Agreement. Odell Planning shall make such records available to the District during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records, and they will be available only to the District and any public agencies specified by law or by the District. Such records shall be maintained by Odell Planning for at least two (2) years following completion of all work under this Agreement.
- N. Odell Planning shall employ no District official or employee in the work performed following this Agreement. No official or employee of the District shall have any financial interest in this Agreement.
- O. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement.
- P. In the event of any controversy, claim, or dispute between the parties arising out of or relating to this Agreement or the breach, interpretation, or enforcement of same, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorneys' fees, and costs.

- Q. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the other provisions of this Agreement shall be valid and binding on Odell Planning and the District.

IN WITNESS WHEREOF, the parties caused their authorized representatives to execute this Agreement, as follows:

ODELL PLANNING & RESEARCH, INC., A CALIFORNIA CORPORATION, by:

| | |
|---------------|-----------------------------------------------------------------------------------|
| Signature: |  |
| Printed Name: | Scott B. Odell, AICP |
| Title: | President |
| Date: | April 23, 2021 |

HANFORD ELEMENTARY SCHOOL DISTRICT, by:

| | |
|---------------|-------|
| Signature: | _____ |
| Printed Name: | _____ |
| Title: | _____ |
| Date: | _____ |

Attachment A

HOURLY RATE SCHEDULE

| | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| Principal Planner | \$188.50 |
| Senior Project Manager | \$167.00 |
| Senior Planner | \$143.00 |
| Associate Planner | \$127.00 |
| Assistant Planner | \$106.00 |
| Administrative Assistant | \$69.50 |
| <p>Mileage is charged at \$0.575 per mile.</p> <p>Direct expenses and subconsultant charges are billed at cost plus 10 percent.</p> <p>Litigation support charges are available upon request.</p> | |

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy Gabler

FROM: Karen McConnell

DATE: April 21, 2021

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 5/12/2021

ITEM: Service Agreement between Paradigm Healthcare Services "Paradigm" and the Hanford Elementary School District "District". Term: 7/1/2021-6/30/2024.

PURPOSE: The District continues to want to participate in the programs offered between the California Department of Education and the Department of Health Services, which allows school districts to bill Medi-Cal for services provided to Medicaid eligible recipients. Program participation provides fee reimbursement for specific services, provided by District personnel, to eligible students. To this end, the District is recommending the attached Service Agreement with Paradigm to submit claims for the District and provide support as needed.

FISCAL IMPACT: Varies, dependent on the number of submitted claims, not to exceed 12.5% of the Interim Approved Claims.

RECOMMENDATIONS: Approve



SERVICE AGREEMENT

This Service Agreement (“**Agreement**”) is entered into as of the 1st day of July 2021 between Paradigm Healthcare Services, LLC, a California Limited Liability Company (“**Paradigm**”) and Hanford Elementary School District, a Local Education Agency (“**Client**”).

RECITALS

Paradigm is engaged in the business of providing Medicaid direct service and administrative claiming services to local education agencies, local governmental agencies, school districts, County offices of education, and local education consortia within the State of California.

Client desires to retain Paradigm, and Paradigm desires to be retained by Client, to provide the services described in greater detail below.

Accordingly, in consideration of the mutual obligations undertaken herein, THE PARTIES AGREE AS FOLLOWS:

TERMS

1. *Retention.*

Client hereby retains Paradigm and grants it the exclusive right to perform the services described below subject to the terms and conditions set forth in this Agreement.

2. *Term.*

This Agreement shall commence on the date first set forth above and shall continue in full force and effect through June 30, 2024 (“Initial Term”) subject to the termination provisions set forth in Paragraph, “Termination.” Unless either party sends written notice to the other party at least 60 days prior to the end of the Initial Term or any subsequent term, this agreement shall automatically renew for an additional year on each July 1 following the Initial Term, subject to termination provisions herein. The phrase “Term of the Agreement” shall refer to the Initial Term and any subsequent renewal period. The phrase “Fiscal Year” as used in this Agreement shall refer to the period July 1 through June 30. The Agreement will govern activities required to be performed by either party to complete obligations undertaken under this Agreement, regardless whether those activities are to be performed during or after the Term of the Agreement.

3. *Paradigm LEA Billing Services.*

a. Program Implementation Services.

(1) Paradigm will assist Client with all start-up documentation required by the California Department of Health Care Services (“DHCS”) to enroll Client as a Medi-Cal Provider, and establish Paradigm as the Client agent for purposes of submitting reimbursement requests under this Agreement.

(2) Paradigm will work with Client to assess program potential, establish provider and site databases for effective service tracking, and provide implementation training to Client program coordinator(s). This implementation process will be designed to identify areas of reimbursement and to facilitate an effective partnership between the Client and Paradigm.

b. Training and Materials.

(1) Paradigm will provide training to Client's program coordinator(s) and healthcare providers as part of the initial contract implementation and at least annually thereafter. Training will include the following subject areas: DHCS audit requirements for Client's LEA billing program; all necessary information and procedures for submitting Client billing data to Paradigm; and "best practices" to implement and maintain an optimized, audit-ready program.

(2) Paradigm will provide Client personnel with all necessary training materials including a proprietary "Coordinator's Handbook" containing a detailed review of the rules and regulations governing the LEA billing program. At Client's request Paradigm will also make available its proprietary "provider forms" for use in documenting the delivery of healthcare services (available in paper and electronic versions).

c. Claims Preparation and Submission.

(1) **Eligibility.** Upon the commencement of LEA Billing Services under this Agreement and quarterly thereafter during the Term of the Agreement, Paradigm will use its proprietary algorithms and know-how to determine Medi-Cal eligibility and identify Medi-Cal numbers within limits imposed by the DHCS and county governments. Eligibility match information will be retained by Paradigm and will be used solely to provide services hereunder subject to all the confidentiality provisions provided in the Agreement.

(2) **Claims Submittal.** Paradigm will make reasonable efforts to submit each LEA Medi-Cal billing claim eligible for submission pursuant to California law or regulation within thirty (30) days of receipt from Client of all information necessary for processing that claim. Paradigm will also make reasonable efforts to bill retroactive claims existing at the commencement of this Agreement so as to minimize revenue lost due to Medi-Cal's one (1) year billing limit.

(3) **Review and Resubmittal.** Paradigm will monitor the submittal and payment process, review denials, suspensions, and holds, as reported by DHCS, and make reasonable efforts to resolve any challenged Client reimbursement claim.

d. Management Reports and Program Analysis. Paradigm will provide Client with periodic management reports using provider, procedure, and/or site parameters. The frequency of such reports will be determined by mutual agreement of Paradigm and Client, but in any event shall occur no less frequently than quarterly.

e. Coordination with Client.

(1) **Information Sharing.** Paradigm will provide Client with information regarding program policy, interpretation of policy, and regulatory updates as applicable. Quarterly "Bulletins" will be provided to Client's coordinator(s) to ensure timely communication about program changes and updates to Paradigm's systems and processes.

(2) **Support.** Paradigm will provide a "Client Care Center" available for the use of Client's program coordinator(s) and accessible via toll-free phone and email. A Paradigm Help Desk will be available to Client program coordinator(s) and participants utilizing Paradigm's web-based software, accessible by toll-free phone during regular business hours and by email.

(3) **Audit and Site Visit Support.** Paradigm will provide Client personnel with training on audit requirements and program compliance. In the event of a program audit or review, Paradigm will assist in preparing for and responding to the audit to the extent permitted by DHCS and or any other auditing party.

f. **Paradigm Technologies Software.** Paradigm will make available its proprietary web-based software to assist Client in effective management of program participation, including at Client's option, the web-based Paradigm Technologies application. Note: Access to any Paradigm Technologies web-based applications requires acceptance of a separate, no-fee online Software License Agreement found at Paradigm's website.

4. *Client's LEA Billing Service Obligations.*

a. **Program Coordinator(s).** Client will make available designated personnel to assist with the implementation of Paradigm's services, and coordinate with Client's individual program participants.

b. **Provider Logs.** Client will maintain complete and accurate provider logs of all healthcare services provided by Client and will return the completed logs to Paradigm at the end of each month.

c. **Student Data.** Upon commencement of the Agreement and quarterly thereafter (October 1st, December 15th, March 15th, and June 15th), Client will provide Paradigm with a computer file in a format specified by Paradigm of all student data reasonably requested by Paradigm in connection with its performance under this agreement from Client's computer systems or from the computer systems of the individual schools Client comprises.

d. **Official RMTS Participant Roster (TSP).** On the last day of the first month of the fiscal quarter, Client will submit to Paradigm the official RMTS participant roster (referred to as the TSP in the California State RMTS claiming plan).

5. *Paradigm CRCS Services.*

Paradigm will prepare the annual Cost and Reimbursement Comparison Schedule ("CRCS") Workbook in accordance with the claim guidelines approved by DHCS, based on information supplied by Client for each fiscal year, in accordance with the terms of the Agreement. Client will have final approval over the CRCS Workbook submission prepared by Paradigm.

6. *Client's CRCS Obligations.*

Client will submit to Paradigm, in a format specified by Paradigm, all elements needed to complete the CRCS Workbook for each provider for whom reimbursement is sought. Documentation will be submitted to Paradigm no later than sixty (60) days after the end of the Fiscal Year for which the CRCS is to be submitted.

7. *Additional Client Obligations.*

In addition to the specific obligations set forth above, Client will take such other reasonable actions as Paradigm may request to facilitate Paradigm's provision of services under this Agreement.

8. *Fees and Payment Terms.*

a. **Fees for LEA Billing Services.**

(1) **Flat Fee Per Approved Service.** Paradigm fees for Client LEA claims submitted or originating during the Term of the Agreement will consist in a flat fee for each claimed service that DHCS approves for interim reimbursement (“Interim Approved Claim”). The schedule of Paradigm flat fees for Interim Approved Claims is set forth in Appendix A subject to adjustment in accordance with the terms of Sub-paragraphs (2)-(5) following.

(2) **Effect of Increase in Reimbursement Rates.** In the event the Federal Medical Assistance Percentage (FMAP) increases or DHCS increases the reimbursement rates to Client for any LEA service claim during the Term of this Agreement, Paradigm’s flat fee for such services will simultaneously and without requirement of prior notice to Client increase by the same percentage as the percentage DHCS increase.

(3) **Cap on Paradigm Fees.** Notwithstanding any other provision of this Paragraph (a) and the fee schedule set forth in Appendix A, the total fees payable to Paradigm based on Interim Approved Claims during any Fiscal Year will not exceed 12.5% of Interim Approved Claims.

(4) **Application of Fiscal Year Limits.** For purposes of computing Paradigm’s fees, thresholds and fee caps for LEA Billing Services, the date of an Interim Approved Claim will be the warrant date of the Remittance Advice Details (“RAD”) issued by DHCS granting interim approval of the claim, regardless of when the claim originates or is submitted by Paradigm to DHCS for payment, and regardless of when or whether Client is reimbursed for the claim by DHCS. Paradigm will invoice Client monthly based on Interim Approved Claims identified in DHCS RADs.

(5) **Approval of Interim Approved Claims After the Termination of the Agreement.** Nothing in this Agreement shall constitute a limitation or waiver of Paradigm’s entitlement to receive fees based on Interim Approved Claims submitted pursuant to this Agreement whose date of interim approval is after the termination of this Agreement.

b. Fees for CRCS Services. The fee for each Fiscal Year for which CRCS services are rendered will be equal to the lesser of: (i) \$100 per employee or contractor used in the final calculation of “Net Total Personnel Costs” as reported on Worksheets A and B, or (ii) \$4,500. Paradigm will invoice Client for CRCS services on an annual basis.

c. Substitution of Alternative Methodology and/or Fee Terms. In the event that any LEA Billing, CRCS, or MAA fee arrangements, or and part thereof are or become inconsistent with applicable federal or state laws or regulations, or court order, or that any time survey methodology other than Worker Log or RMTS is approved by DHCS for use by Client in determining the percentage of allowable costs for MAA reimbursement, Paradigm will on thirty (30) days written notice provide substitute fee arrangements and/or substitute time survey services consistent with applicable law regulation or court order. Any such substitute fee arrangements shall not increase the total amount Client would otherwise have been required to pay Paradigm for services under this Agreement.

d. Late Fees. Client will incur a late fee of two percent (2%) per month or any part thereof, or the maximum fee allowed by law, whichever is less, on any invoiced amount unpaid after sixty (60) days. The fees specified herein do not include taxes or similar surcharges, which are the sole responsibility of Client (excluding taxes on Paradigm’s gross income).

9. Protection of Confidential Information.

a. Definitions.

(1) **“Client Confidential Information”** shall mean all information in whatever form that Client provides or authorizes to be provided to Paradigm in connection with the services rendered under this Agreement and that at the time of first receipt: (i) is clearly marked “confidential” or “proprietary;” (ii) constitutes protected health information, personal information, or student or pupil information, as defined by any federal or state laws or regulations, including but not limited to the Family Education Rights Privacy Act (FERPA), 20 U.S.C. §1232g, et al., the Protection of Pupil Rights Amendment (PPRA), 20 U.S.C. §1232h, the Children’s Online Privacy Protection Act (COPPA), 15 U.S.C. §§6501-6506, and the California Education Code (including §49073.1); (iii) is governed by the terms of a Data Use Agreement (DUA) between Client and DHCS; (iv) is otherwise disclosed under circumstances of confidence; or (v) reasonably should be understood by the receiving party to be confidential. Without limiting the foregoing, Client Confidential Information shall include all Client student healthcare data and other student information, and all Medi-Cal data files received by Paradigm as Client’s designated custodian. Confidential Information shall not include any information that is or becomes publicly known through no fault of Paradigm, is already known by Paradigm at the time of disclosure based on information received from a source other than Client, or is rightfully received or independently developed by Paradigm after disclosure.

(2) **“Paradigm Confidential Information”** shall mean all information in whatever form that Paradigm provides or authorizes to be provided to Client in connection with the services rendered under this Agreement and that, at the time of first receipt: (i) is clearly marked “confidential” or “proprietary;” (ii) is otherwise disclosed under circumstances of confidence; or (iii) reasonably should be understood by the receiving party to be confidential. Without limiting the foregoing, Paradigm’s Confidential Information shall include all business, marketing, technical, financial, customer, supplier, or other information, data entry means, processed claiming data, instructions, management reports, data file specifications, instructional materials, algorithms, software, forms, boilerplate plans, technologies, know-how related to making eligibility determinations, and data and results derived from the foregoing, except to the extent such Confidential Information is set forth in this Agreement, which is a public record.

(3) **“Confidential Information”** shall mean Client Confidential Information and Paradigm Confidential Information.

b. Protection of Confidential Information.

(1) Each party shall use reasonable and appropriate measures to safeguard and keep confidential all Confidential Information of the other party and shall not disclose, use, or copy any Confidential Information except as necessary to perform its obligations hereunder. Such reasonable and appropriate measures shall be no less than the measures taken by each to protect its own confidential information of a similar nature, but in any event no less than the measures governing protection, maintenance, disclosure, retention and destruction of Confidential Information subject to the terms of any DUA between Client and DHCS and any applicable federal or state laws or regulations.

(2) Paradigm represents that all its employees who work with Confidential Information provided by Client under this Agreement: (i) have received regular training in data security procedures and federal and state laws and regulations applicable thereto; (ii) have reviewed Paradigm’s written data security policies and procedures; and (iii) have signed an agreement to be bound by the confidentiality terms contained in this Agreement.

(3) Each party may disclose Confidential Information of the other party to its responsible employees and independent contractors to the extent permitted by law and provided that such employees and independent contractors: (i) have a need to access such Confidential Information for purposes of fulfilling the party’s obligations hereunder; (ii) have been informed of the confidentiality

provisions of this Agreement; and (iii) have agreed in writing to be bound by such provisions to the same extent as the parties. Each party shall be responsible for any breach of the confidentiality provisions of this Agreement by its employees and independent contractors.

(4) Each party will promptly notify the other of any misuse, unauthorized disclosure, or unauthorized access to Confidential Information, and shall reasonably assist the other in responding to such a breach in accordance with all applicable federal and state laws and regulations. Paradigm will designate a Security Coordinator who shall serve as a first point of contact between Client and Paradigm for matters relating to the management and protection of Client Confidential Information.

c. Ownership and Use of Client Confidential Information. Client Confidential Information provided to Paradigm under this Agreement continues to be the property of, and under the control of, Client, and will not be used for any purpose other than the requirements of this Agreement. Without limiting the foregoing, Paradigm will not use personally identifiable student information for commercial or advertising purposes. Nothing in this Agreement shall prohibit Paradigm from using student or other Client Information with all personal identification removed for purposes of training, research, or other activities designed to enhance the services provided to Client and to other Paradigm Clients receiving LEA Billing or MAA services, provided that and to the extent such use is consistent with applicable federal and state laws and regulations.

d. Review and Correction. Client represents that it maintains a procedure by which parents, legal guardians, and eligible students can review student records and correct erroneous information; Paradigm does not interact directly with parents, guardians or students, but will cooperate with Client as necessary to allow for the review and correction of student records.

e. Retention of Confidential Information.

(1) Paradigm certifies that it will only retain Client's Confidential Information for as long a period as is reasonably necessary to fulfill its obligations under this Agreement, including compliance with DHCS audit requirements, and applicable federal and state laws and regulations. At the end of such compliance period, Paradigm in its reasonable discretion will either destroy all Client Confidential Information in a secure manner or return this Information to Client. Paradigm will confirm in writing its disposition of all Client Confidential Information within five business days of such action.

(2) Client represents that it will only retain Paradigm's Confidential Information for as long a period as is reasonably necessary to fulfill its obligations under this Agreement, including compliance with DHCS audit requirements, and applicable federal and state laws and regulations. At the end of such compliance period, Client will return this Information to Paradigm and confirm such disposition of Paradigm Confidential Information within five business days thereafter.

f. Lawful Disclosure. This Paragraph shall not be construed as prohibiting either party from disclosing the other's Confidential Information to the extent required by law, regulation, or court order, provided such party notifies the other party promptly after becoming aware of such obligation and permits the other party to seek a protective order or otherwise to challenge or limit such required disclosure within the time permitted by law.

g. Statutory Compliance. A description of Paradigm's procedures to ensure the security and confidentiality of Client Confidential Information in accordance with the terms of this Agreement and all applicable state and federal laws and regulations is incorporated by reference herein, and is available for inspection by Client upon request at Paradigm's office. The parties acknowledge that, notwithstanding any other provision of this Agreement, Client has taken reasonable and appropriate steps to ensure that Paradigm's current practices with respect to Client Confidential Information

comply with FERPA requirements, and Client remains legally responsible for any FERPA violations that may occur in the course of Paradigm's performance of services under this Agreement. The parties also acknowledge that they have made best efforts to ensure that this Agreement complies with the requirements of California Education Code §49073.1.

h. Continuing Obligations. The obligations contained in this Section, "Protection of Confidential Information," shall survive for a period of twenty (20) years after the expiration or termination of this Agreement.

10. Accuracy of Information.

a. Client Efforts. Client will make reasonable efforts to insure that the information supplied to Paradigm hereunder shall be true, complete, and accurate in all respects. Client assumes sole responsibility, and Paradigm shall have no liability, for the truth, completeness, and accuracy of all information supplied to Paradigm.

b. Paradigm Efforts.

(1) Paradigm shall make reasonable efforts to verify the completeness and accuracy of information underlying the claims it submits on Client's behalf. Due to the volume of data being processed from manual data entry forms and the necessity of correlating student records from several databases maintained by Paradigm, it is inevitable that some requests for reimbursement (or categories of requests or patients) will be denied or reduced due to incorrect or incomplete supporting data or healthcare insurance information. Paradigm will make reasonable efforts to minimize such denials or reductions. Client acknowledges that such denials are inherent in the LEA billing process, and will not constitute a breach of Paradigm's obligations under this Agreement. Client's sole and exclusive remedy for any such denial or reduction in reimbursement is to request that Paradigm re-bill such claims. Paradigm will determine in its sole and absolute discretion if such rebilling is reasonable and cost effective. Except as set forth in this paragraph, Paradigm shall not be liable, and Client shall have no remedy, for any denial or reduction in reimbursement to Client for healthcare or administrative services.

(2) Paradigm shall make reasonable efforts to submit all operational plans and claims made thereunder in a timely manner. However, Paradigm shall not be responsible in any way in the event that any operational plan or any claim made thereunder is submitted late or incomplete directly or indirectly because of the failure or delay by Client or its employees, students, agents or independent contractors in making all necessary information available to Paradigm, or any third party's failure or delay in submitting documentation to the DHCS.

(3) Client acknowledges that Paradigm is not providing Client with legal, medical, or healthcare information or services and that any forms, software, and other materials supplied to Client hereunder are not intended to provide legal, medical, or healthcare advice.

11. Limitation of Liability.

In no event shall Paradigm be liable to Client for any incidental, indirect, consequential, special, or punitive damages arising out of or relating to this Agreement, including without limitation damages for lost reimbursements, lost healthcare services, or lost data, regardless of whether Paradigm has been advised of the possibility of such damages, and regardless of whether the claim for damages sounds in contract, tort, or other form of action. In the event Client elects not to utilize Paradigm's services to prepare its annual CRCS Workbook, or fails to make available information necessary to timely complete the Workbook, Paradigm will not be liable in any manner for resulting termination

of Client from participation in the LEA Billing Option or for any resulting disallowance of Client claims. In no event shall Paradigm's total liability for damages to Client arising out of or related to this Agreement exceed the net fees paid to Paradigm hereunder during the one (1) year period preceding the date on which the first claim alleged to give rise to damages occurs, regardless of the number of claims, causes of action, or amount of the alleged losses.

12. Licenses and Permits.

Client represents and warrants that: (a) it has all licenses and permits necessary or appropriate to render the medical services it currently provides to its students, and to be eligible for reimbursement from Medi-Cal; (b) Client will maintain such licenses in full force and effect during the Term of this Agreement; and (c) Client has all necessary authority, including approval by the Board of Education if necessary, to enter into this Agreement and to perform all of its obligations hereunder.

13. Indemnification.

a. Client's Indemnification Obligations. Client shall indemnify and hold harmless Paradigm, its managing members, employees, and agents against and from any and all liabilities, claims, demands, losses, damages, and expenses, including reasonable attorneys' fees and costs (collectively "**Claims**"), to the extent arising from Client's negligence, gross negligence, or intentional misconduct in the course of Client's discharge of its obligations under this Agreement, including without limitation: (i) breach of any provisions of this Agreement by Client; (ii) failure of Client or its health care providers, to provide any service for which reimbursement is sought; (iii) failure of Client or its health care providers to perform health care or related services in accordance with any professional standards applicable thereto; (iv) failure of the Client to provide accurate Confidential Information; or (v) failure of Client or its health care providers to obtain or maintain in good standing any licenses, permits, or registrations required to render the healthcare and related services for which reimbursement is sought. Notwithstanding the foregoing, Client shall not be required to indemnify Paradigm hereunder to the extent that Paradigm is obligated to indemnify Client pursuant to the following paragraph, "Paradigm's Indemnification Obligations."

b. Paradigm's Indemnification Obligations. Paradigm shall indemnify and hold harmless Client, its school board, officers, directors, employees, and agents against and from any and all Claims to the extent such claims arise from Paradigm's negligence, gross negligence, or intentional misconduct in the course of performing services under this Agreement. Notwithstanding the foregoing, Paradigm shall not be required to indemnify Client hereunder to the extent that Client is obligated to indemnify Paradigm pursuant to the preceding paragraph, "Client's Indemnification Obligations."

c. The indemnification rights set forth in this Section, "Indemnification," are conditional on the following: (i) the party seeking indemnification (each an "**Indemnified Party**") shall provide prompt written notice of any Claim as to which indemnification is sought to the party from whom indemnification is sought (the "**Indemnifying Party**"), provided, however, that failure to give such notice shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that it is materially prejudiced thereby; (ii) all Indemnified Parties shall reasonably cooperate with the Indemnifying Party in the defense and settlement of the underlying Claim at no cost to the Indemnified Party; and (iii) the Indemnifying Party shall have full and exclusive authority to defend or settle the underlying Claim, provided that the Indemnifying Party shall not enter into any settlement that includes an admission of liability by the Indemnified Party or injunction against any Indemnified Party without the consent of such Indemnified Party, such consent not to be unreasonably withheld or delayed, and provided further that each Indemnified Party shall have the right to participate in such Claim with counsel of its own selection at its own expense.

14. *Termination.*

a. **For Cause.** Either party may terminate this Agreement upon written notice to the other party if the other party is in material breach of its obligations under this Agreement and such breach is not cured within thirty (30) days after receipt of written notice of the specific nature of such breach (or, in the case of nonpayment of fees, within fifteen (15) days after receipt of written notice). The non-breaching party shall give its reasonable cooperation and assistance to the breaching party in any efforts made to cure such breach.

b. **Without Cause.**

(1) **Mutual Agreement.** The parties may terminate this Agreement at any time by written agreement of both parties, effective as of the date specified in such agreement.

(2) **CRCS Termination.** Notwithstanding anything to the contrary in this Agreement, Client may terminate Paradigm's CRCS Services by written notice sent no later than sixty (60) days prior to the end of any Fiscal Year for which the CRCS Services would otherwise be provided under this Agreement.

c. **Effect of Termination.** Upon the expiration or termination of this Agreement for any reason:

(1) **Payment for Services Completed.** All fees Client owes to Paradigm for services provided prior to expiration or termination shall immediately become due and payable upon receipt of an invoice from Paradigm.

(2) **Payment for Approved LEA Billing Claim Submittals.** Paradigm will prepare and submit to DHCS for reimbursement all Client LEA Billing claims arising from services provided by Client prior to termination or expiration and shall receive payment pursuant to the terms of this Agreement upon approval of such claims or part thereof by DHCS. Such claims for reimbursement shall be documented and submitted to Paradigm for submittal to DHCS within six (6) months after the earlier of expiration or termination of this Agreement.

(3) **Confidential Information.** Client shall, upon request, return or destroy, at Paradigm's option, all Confidential Information received from Paradigm and shall certify to Paradigm its compliance with this provision.

d. **Survival of Terms.** All provisions of this Agreement which by their express terms extend beyond expiration or termination of this Agreement or which by their nature so extend shall survive expiration or termination, including but not limited to Paragraphs: "Protection of Confidential Information," "Limitation of Liability," "Indemnification," "Termination," "Paradigm Proprietary Rights," and "Miscellaneous."

15. *Paradigm Proprietary Rights.*

Client acknowledges and agrees that Paradigm retains all right, title, and interest, including without limitation all intellectual property rights, in and to Paradigm's Confidential Information (as defined above), and all forms, materials, submissions, and software prepared or supplied by Paradigm. Except as and to the extent otherwise provided in this Agreement, neither this Agreement nor Paradigm's performance of services under this Agreement shall give Client any ownership interest in or license to any of Paradigm's intellectual or other property.

16. *Miscellaneous.*

- a. Notice.** Any notice required or permitted to be given under this Agreement shall be in writing and may be delivered in person, by overnight courier, or by email if confirmed by first class mail, or sent by certified or registered mail, addressed to the other party at the address set forth on the signature page of this Agreement. Notice will be effective as of the date personally delivered, or if by email, three business days after the date of mailing of by first class mail, certified or registered mail, provided that notice received on holidays, weekends or nights will be effective at 9:00 a.m. on the next business day.
- b. Relationship.** It is intended that the relationship of Paradigm to Client shall at all times be that of an independent contractor. Nothing contained in this Agreement is intended or to be construed so as to create any partnership, joint venture, employment, agency, franchise or other representative relationship between the parties. No party hereto, or their respective officers, directors, employees, or agents shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party, or to bind the other party to any contract, agreement, or undertaking with any third party.
- c. Governing Law.** This Agreement and the rights and obligations of the parties under it shall be subject to, governed by, construed, and enforced pursuant to the laws of the State of California without giving effect to any choice of law principles. Headings are for convenience only.
- d. Severability.** If any provision of this Agreement is held by a court or arbitrator to be invalid or unenforceable, the remaining portions of this Agreement shall remain in full force and effect, and such court or arbitrator shall be empowered to substitute provisions similar to said provision, or other provisions, so as to provide the parties the benefits intended by said provision, to the fullest extent permitted by applicable law.
- e. Arbitration.** Any dispute arising in connection with the interpretation or enforcement of this Agreement shall be resolved by compulsory binding arbitration under the auspices of and in accordance with the commercial arbitration rules of JAMS in San Francisco, California before a single arbitrator to be selected by mutual agreement of the parties or, failing such agreement, by JAMS from a list of three arbitrators proposed by each side. The decision of the arbitrator will be final and not appealable. The arbitrator shall interpret and enforce this Agreement in accordance with the laws of the State of California. The arbitrator shall be empowered to award the prevailing party any remedy available in law or equity not specifically precluded by this Agreement, including without limitation injunctive or declaratory relief, and attorneys' fees and costs.
- f. Other Remedies.** The parties acknowledge and agree that any actual or threatened misappropriation or infringement of intellectual property or breach of the confidentiality provisions of this Agreement will cause irreparable harm for which there is no adequate remedy at law, and accordingly, in addition to any other available remedies, a party may seek to enforce its rights with respect to the protection of confidential information or intellectual property hereunder through injunctive relief in any court of competent jurisdiction. In the event that any party is required to commence an action or arbitration to interpret or enforce any of the terms of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs.
- g. Force Majeure.** Neither party shall be liable for any delay or failure to perform its obligations hereunder (except for any obligation to pay fees) resulting from any cause beyond its reasonable control, including but not limited to acts of God, terrorism, weather, fire, explosions, floods, strikes,

work stoppages, slowdowns, industrial disputes, accidents, riots, civil disturbances, or acts of government.

h. Entire Agreement; Amendment. This Agreement, the online Software License Agreement, and Paradigm's Website Policies constitute the entire agreement between Client and Paradigm, superseding all prior and contemporaneous proposals, negotiations, communications and agreements, written or oral concerning the subject matter hereof. The provisions of these agreements shall be construed to give effect to all provisions therein to the greatest extent possible. In the event of any conflict between the agreements, they shall take precedence over one another in the following order, with each agreement listed taking precedence over all listed after it: this Agreement; the online Software License Agreement; and the Website Policies. This Agreement may be amended only by an instrument in writing duly approved and signed by both parties.

i. Assignment. Neither party shall assign or transfer this Agreement without the consent of the other party, which shall not be unreasonably withheld or delayed. Any assignment or transfer in violation hereof shall be null and void.

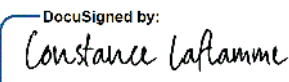
j. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors, assignees, and legal representatives. It creates no rights in any third parties including any individual in connection with which reimbursement is sought by Client.

k. Counterparts. This Agreement may be executed in any number of faxed, scanned, or original counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by duly authorized persons to be effective as set forth herein.

PARADIGM:

PARADIGM HEALTHCARE SERVICES, LLC

By: 
E54C9826251A43B...

Print Name: Constance Laflamme

Title: CEO/Owner

Date: 4/13/2021

500 Sansome Street, Suite 500

San Francisco, California 94111

Phone: (415) 616-0920

Fax: (415) 616-0910

CLIENT:

HANFORD ELEMENTARY SCHOOL DISTRICT

By: _____


Print Name: _____

Title: _____

Date: _____

Email: _____

HANFORD ELEMENTARY SCHOOL DISTRICT**AGENDA REQUEST FORM**

TO: Joy C. Gabler
FROM: David L. Goldsmith 
DATE: April 28, 2021

For: ☒ Board Meeting
☐ Superintendent's Cabinet

For: ☐ Information
☒ Action

Date you wish to have your item considered: May 12, 2021

ITEM: Consider declaring item(s) surplus

PURPOSE: Hanford Elementary School District's Information Systems office has has (80) Epson model 580 and (9) Epson model 480 projectors; and 26 SMART Technologies model SB680 interactive whiteboard panels that have been removed from classrooms as part of the update to flat panel display technology. These items are end-of-life and no longer have a useful purpose at HESD.

FISCAL IMPACT: Items are of negligible value

RECOMMENDATION: Declare the items surplus and allow the Chief Technology Officer to research and determine final disposition.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Jill Rubalcava



DATE: April 30, 2021

FOR: ☒ Board Meeting
☐ Superintendent's CabinetFOR: ☐ Information
☒ ActionDate you wish to have your item considered: May 12th, 2021**ITEM:** Consultant Contract with Conscious Teaching**PURPOSE:**Provide a PD session for new teachers on August 30th (New Teacher Orientation Week)**TOPIC:** Content will include training on classroom management and building classroom community.**FISCAL IMPACT:** \$5,500**RECOMMENDATIONS:** Approval

HANFORD ELEMENTARY SCHOOL DISTRICT
Human Resources Department
AGENDA REQUEST FORM

TO: Joy Gabler

FROM: Jaime Martinez

DATE: May 3, 2021

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

☐ Information
☒ Action

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **May 12, 2021**

ITEM: Receive the following revised Board Policies for information.

PURPOSE: The following Board Policy is being updated to reflect NEW LAW (AB 1353) which shortens the length of the probationary period for classified employees in non-merit system districts from one year to either six months or 130 days of paid service, whichever is longer.

- BP 4221.4 – Yard Supervisors (revised)

FISCAL IMPACT: None.

RECOMMENDATION: Approve.

YARD SUPERVISORS**A. Employment**

1. The Superintendent or designee may employ non-represented Yard Supervisors.
2. All non-represented part-time Yard Supervisors serve a ~~12-month~~ probationary period of six months or 130 days, whichever is longer, at the pleasure of the Board. ~~and~~ Yard Supervisors may be released at any time during that probationary period without a statement of reasons. Such probationary employees have no continuing employment rights or rights to a hearing before the Board.
3. Yard Supervisors are members of the classified service as defined in Education Code Section 45103 and shall attain permanent status in the district upon the completion of ~~12 months~~ six months or 130 days, whichever is longer, ~~at the~~ of paid service in a regular yard supervision assignment.
4. All Yard Supervisors shall be informed of the nature of each assignment, the type of assignment, the length of time for which the person is being employed in the assignment, and the hourly rate to be paid. They shall be assigned, re-assigned and transferred to positions/school sites at the discretion of the district in accordance with staffing plans and other criteria determined by the district.
5. Each such employee shall meet legal and district conditions for employment.
6. Upon clearance for employment, the Superintendent or designee shall report the employment of new, non-represented part-time Yard Supervisors to the Board for ratification at the next Board meeting.

B. Compensation and Benefits

1. Yard Supervisors shall be paid for actual hours worked in accordance with the Board-approved pay schedules for Yard Supervisors and annual pay step movement in accordance with such approved pay schedule.
2. Yard Supervisors shall be covered under the district's workers' compensation and unemployment insurance programs, and shall be accorded their rights under the Labor Code applicable to mandatory lunch and rest periods and overtime compensation. They are covered under the rules and regulations for employees who are part of the classified service. They are eligible for Industrial Injury leave benefits in accordance with BP and AR 4161.11 Industrial Accident/Illness Leave.
3. Yard Supervisors shall not be eligible for participation in the district's group health and welfare benefit plans, with the exception of employees qualifying for medical coverage under the provisions of the Affordable Care Act and shall be entitled to paid leaves in accordance with law.

YARD SUPERVISORS

C. Paid and Unpaid Leaves

1. Yard Supervisors will earn and utilize sick leave and extended sick leave in accordance with District Administrative Regulation (AR) 4261.1. Personal Illness/Injury Leave.

(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)

(cf. 4261.1 - Personal Illness/Injury Leave)

2. Personal Necessity (Education Code 45207) In addition to the terms describing the use of Personal Illness/Injury leave for matters of Personal Necessity in AR 4261.1: Personal Illness/Injury Leave and Education Code 45207, Yard Supervisors may use up to 8 days of personal illness time (sick leave) per year for matters of personal necessity, this includes reasons listed in AR 4261.1 and matters of personal compelling importance. Under Personal Compelling importance, the specific reason must be listed. Requests for personal necessity shall be submitted in writing to the Yard Supervisor's supervisor at least 24 hours in advance when foreseeable. Leave for Personal Necessity shall ordinarily be approved, but may be denied for good and sufficient reasons by the immediate supervisor.
3. Vacation - Yard Supervisors shall earn paid vacation of 10 days per fiscal year, in proportion to the time listed on their employment agreement (work schedule). A Yard Supervisor who works less than a full school year shall receive vacation time in proportion to the time worked. Yard Supervisors shall have their annual vacation allowance added to their annual pay and be paid in equal monthly installments.
4. Bereavement - Yard Supervisors shall be granted paid leave, not to exceed 5 days, or 7 days if travel is required beyond six hundred (600) miles round trip, on account of the death of any member of the employee's immediate family. The District may require proof of the need for bereavement. Family is defined as: mother, father, grandmother, grandfather, or grandchild of the employee or spouse of the employee; spouse, or domestic partner (LC 233) son, son-in-law, daughter, daughter in-law, bother, sister, brother-in-law, sister-in-law, or any relative living in the immediate household of the employee.
5. Parental Bonding -Yard Supervisors are entitled to up to 12 work weeks of parental bonding leave to the extent that the Yard Supervisor has been employed by the District for a period of at least 12 months prior to commencing the leave. This leave shall run concurrent to any unpaid CFRA child bonding leave. Pursuant to Education Code Section 45196.1 when a Yard Supervisor has exhausted all paid sick leave, including accumulated sick leave, continues to be absent for purposes of parental bonding leave under the CFRA he or she may use up to 12 workweeks of extended sick leave with half pay. A Yard Supervisor shall not be provided with more than one 12-week period of paid absence for parental bonding in any 12-month period. However, if a school year terminates before the 12-week period is exhausted; the employee may take the balance of the 12-week period in the subsequent school year. The minimum period of time the Yard Supervisor may request is 2-weeks. Parental Bonding leave must be requested in writing to the Assistant Superintendent of Human Resources a minimum of 30 days prior to the date the leave is proposed to commence.

YARD SUPERVISORS

6. Holidays: Yard Supervisors shall receive 13 paid holidays: January 1- New Year's Day, 3rd Monday in January - Dr. Martin Luther King Jr.'s Birthday, The third Monday in February President's Birthday, Friday before Easter, The last Monday in May - Memorial Day, The first Monday in September, Labor Day, November 11 - Veterans Day, The Last Thursday in November, Thanksgiving Day. The Friday following Thanksgiving,

December 24, Christmas Eve, December 25th - Christmas Day, December 31, - New Year's Eve. The Monday after Easter, in lieu of Lincoln's Birthday - Yard Supervisors will be notified in advance of a change in holidays.

D. Supervision/Performance Standards

1. Supervision of Yard Supervisors shall be conducted by the site administrator or his/her management designee.
2. Yard Supervisors shall be given an orientation to their duties and responsibilities, and district/school policies and procedures by their immediate supervisor(s).
3. Yard Supervisors shall be held accountable for professional conduct in the same manner as all employees.

(cf. 4119.21/4219.21/4319.21 - Code of Ethics)

(cf. 4119.22/4219.22/4319.22 - Employee Dress and Grooming)

4. The performance and any conduct incidents of Yard Supervisors shall be reported in accordance with regulations and procedures prescribed by the Superintendent or designee. Probationary Yard Supervisors shall receive two performance evaluations by their supervisor during their first 12 months of employment; on or about the 4th month of their employment and on or about the 7th month of their employment. Subsequent evaluations will be completed every other year on or about the employee's anniversary date; additional evaluations may be conducted by the supervisor as deemed necessary. The evaluation shall be based on observations and events throughout the time period. A conference evaluation report shall be held prior to its placement in the employee's primary personnel file. (ADM-101a Yard Supervisor Evaluation)

(cf. 4121.3/4221.3 - Substitute and Temporary Employees: Incident and Performance Reports)

5. Permanent Yard Supervisors with serious or repeated performance or conduct problems shall be released from employment following the provisions of Board Policy and Administrative Regulations (BP/AR) 4218: Cause for Disciplinary Action or Dismissal.

- E. The Superintendent or designee shall develop administrative regulations implementing this policy and shall ensure proper employment, assignment, supervision, and release of Yard Supervisors.

BP 4221.4 (d)**YARD SUPERVISORS**

Legal Reference:

EDUCATION CODE

45103 Substitute and short-term positions; definitions

45109 Fixing of duties

45125 Fingerprint cards; criminal history

45160 Power of governing board to fix compensation

45256 Classified service; exclusion

Policy

adopted: June 26, 2019

revised: _____, 2021

HANFORD ELEMENTARY SCHOOL DISTRICT

Hanford, California

HANFORD ELEMENTARY SCHOOL DISTRICT
Human Resources Department
AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Jaime Martinez

DATE: May 3, 2021

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

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **May 12, 2021**

ITEM: Consider approval of personnel transactions and related matters.

PURPOSE:

a. Employment

Certificated; effective 8/5/2021

- Miguel Acosta, Teacher, Probationary
- Cassandra Barrett, Teacher, Probationary
- Rachel Beer, Intern Teacher, Probationary
- Ashley Brown, Intern Teacher, Probationary
- Kelcie Dowd, Intern Teacher, Probationary
- Marissa Faccinto, Intern Teacher, Probationary
- David Florendo, Teacher, Probationary
- Jeanne Fromme, Special Education Intern Teacher, Probationary
- Christabel Guerrero, Teacher, Probationary
- Bethany Hanke, Teacher, Probationary
- Esmeralda Jimenez Morales, Teacher, Probationary
- Rachel Manes, Intern Teacher, Probationary
- Lisa Marroquin, Intern Teacher, Probationary
- Melissa Martinez, Special Education Intern Teacher, Probationary
- Christina Medina, Teacher, Probationary
- Nichole Mercado, Special Education Intern Teacher, Probationary
- Brenda Naranjo, Intern Teacher, Probationary
- Alicia Ramirez, Intern Teacher, Probationary
- Cassandra Sandoval, Teacher, Probationary
- Melissa Tracy, Teacher, Probationary

b. Resignations

- Rosa Garcia, 4.5 hour Ready Tutor, Lincoln, effective 04/23/2021
- Diana Kelly, Teacher, Washington, effective 06/04/2021

c. Retirement

- Debra Colvard, Director of Curriculum & Instruction, effective 06/30/2021

d. Promotion

- Jessica Castro, from Ready Tutor – 4.5 hours, Roosevelt, to Substitute Telephone Clerk – 8.0 hours, HR, effective 05/10/21

e. Transfers (Voluntary)

- Frank "Roman" Gonzales, from Student Specialist – 8.0 Hours, Lincoln, to Student Specialist – 8.0 Hours, Hamilton, effective 05/03/2021
- Stephanie Llamas, from Bilingual Clerk Typist II – 8.0 Hours, Kennedy, to Bilingual Clerk Typist II – 8.0 Hours, Hamilton, effective 05/03/2021
- Florita Magallon, from Bilingual Student Specialist – 8.0 hours, Richmond, to Bilingual Student Specialist – 8.0 hours, Lincoln, effective 05/04/2021

f. Temporary Out of Class Assignment

- Sherman Royal, from Custodian II – 8.0 hours, District Office, to Student Specialist – 8.0 hrs., Richmond, effective 05/04/21-06/11/21

g. Short-Term Employment**CERTIFICATED STAFF SUMMER PROGRAMS**Certificated Nursing Services for Summer Programs – June 10 – July 16, 2021 5.5 -6.5 Hours/Day

- Cara Cummings, School Nurse, effective 6/10/21 – 6/18/21 (7 days)
- Kayla Dupree, School Nurse, effective 6/28/21 – 7/2/21 (5 days)
- Tara Keeton, School Nurse, effective 7/6/21 – 7/9/21 (4 days)
- Kathleen Salyer, School Nurse, effective 7/13/21 – 7/16/21 (4 days)
- LeAnn Williamson, School Nurse, effective 6/21/21 – 6/25/21 (5 days)

Special Education Extended School Year, Monroe School

June 14, 2021 – July 2, 2021, 4.5 Hours/Day

- Maribel Santiago, Teacher, preparation days 06/10/21-06/11/21 and instructional days 06/14/21-07/02/21.

Summer Tutoring Program

June 22, 2021 - July 16, 2021 – Tuesday through Friday, 5 Hours/Day

Preparation days 06/17/21-06/21/21; instructional days 06/22/21-07/16/21 (Tuesday through Friday).

Hamilton School

- Lindsay Hastings, Summer School Administrator, July 6-9, July 13-16
- Cynthia Pursell, Summer School Administrator, June 17-25, June 29-July 2
- Gabriel DeLeon, 1st Grade Teacher
- Tracy Ryan, 1st Grade Teacher
- Rachel Scott, 1st Grade Teacher
- Melissa Cunha, 2nd Grade Teacher
- Priscilla Garivay, 2nd Grade Teacher
- Emily Lastiri, 2nd Grade Teacher
- Nina Schaffer, 2nd Grade Teacher
- Tamra Garcia, 3rd Grade Teacher
- Jordan Jackson, 3rd Grade Teacher
- Kelley Mayfield, 3rd Grade Teacher
- Josie Cavanaugh, 4th Grade Teacher
- Shannon Loewen, 4th Grade Teacher
- Alexis Farrar, 5th Grade Teacher
- Madison Pollard, 5th Grade Teacher
- Laura McCarty, 6th Grade Teacher
- Roberta Vasquez, 6th Grade Teacher

John F. Kennedy Junior High School

- Cristy Goins, Summer School Administrator
- Jacquelyn Doyel, 7th Grade Math Teacher
- Jeana Navarro, 7th Grade ELA Teacher
- Jody Patton, 7th Grade ELA Teacher
- April Silva, 7th Grade Math Teacher
- Greg Brown, 8th Grade Math Teacher
- Damien Juarez, 8th Grade ELA Teacher
- Paul Raymond, 8th Grade ELA Teacher
- Jennifer Wittus, 8th Grade Math Teacher

Jefferson School

- Javier Espindola, Summer School Administrator

Jefferson School (Continued)

- Eva Gonzalez, 2nd Grade Teacher
- Beatriz Huizar, 1st Grade Teacher
- Sharon Ramseier-Williams, 1st/2nd Grade Teacher
- Maria Lawson, 3rd Grade Teacher
- Karina Ramirez-Padilla, 4th Grade Teacher
- Cindy Stowe, 5th Grade Teacher
- Juan Padilla, 6th Grade Teacher
- Roxana Rodriguez, 6th Grade Teacher
- Jamee Serrato, 7th Grade Teacher
- Oswaldo Vasquez, 7th Grade Teacher
- Blanca Alvarado Cabrera, 8th Grade Teacher
- Deborah Arnold, 8th Grade Teacher

Lincoln School

- Jason Brasil, Summer School Administrator
- Ariela Dzerigian, 1st Grade Teacher
- Samantha Javaux, 1st Grade Teacher
- Helen Kissling, 1st Grade Teacher
- Kathryn Yarbrough, 1st Grade Teacher
- Kristina Baldwin, 2nd Grade Teacher
- Ruth Hernandez, 2nd Grade Teacher
- John Porras, 2nd Grade Teacher
- Taryn Schreckengost, 2nd Grade Teacher
- Sara DeCuir, 3rd Grade Teacher
- Ashley Pond, 3rd Grade Teacher
- Anthony Porras, 3rd Grade Teacher
- Frederick Williams, 3rd Grade Teacher
- Marissa Henderson, 4th Grade Teacher
- Stephanie Parks, 4th Grade Teacher
- Breanna Young, 4th Grade Teacher
- Crystal Foster, 5th Grade Teacher
- Annise Magpayo, 5th Grade Teacher
- Elizabeth Sanchez, 5th Grade Teacher
- Anjali Fry, 6th Grade Teacher
- Lindsay Howell, 6th Grade Teacher
- Monica Ramos, 6th Grade Teacher

Monroe School

- Oscar Tafolla, Summer School Administrator
- Jana Jasso, 1st Grade Teacher
- Shelby McWells, 1st Grade Teacher
- Jacqueline Monzon, 1st Grade Teacher
- Maria Porras, 1st Grade Teacher

Monroe School (Continued)

- Audree Mercado, 2nd Grade Teacher
- Shannon Shuklian, 2nd Grade Teacher
- Gina Young, 2nd Grade Teacher
- Nicole Cartledge, 3rd Grade Teacher
- Jessica Gonzales, 3rd Grade Teacher
- Teresa Niblett, 3rd Grade Teacher
- Jody Noji, 3rd Grade Teacher
- Scott Baldwin, 4th Grade Teacher
- Peggy Noble, 4th Grade Teacher
- Omar Fierro, 5th Grade Teacher
- Jaimie Richmond, 5th Grade Teacher
- Elizabeth Mederos, 6th Grade Teacher
- Janell Ortega, 6th Grade Teacher

RECOMMENDATION: Approve.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 05/03/2021

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 05/12/2021

ITEM:

Consider approval of the Kings County Treasurer's Quarterly Compliance Report.

PURPOSE:

Enclosed is the Kings County Investment Pool compliance report for the quarter ending 03/31/2021. The interest rate for the quarter was 0.7371%.

FISCAL IMPACT:

None.

RECOMMENDATIONS:

Approve the Kings County Treasurer's Quarterly Compliance Report.



COUNTY OF KINGS
DEPARTMENT OF FINANCE

JAMES P. ERB, CPA ▪ DIRECTOR OF FINANCE
1400 W. LACEY BLVD ▪ HANFORD, CA 93230

ACCOUNTING DIVISION
(559) 852-2455 ▪ FAX: (559) 587-9935

TAX COLLECTOR ▪ TREASURER DIVISION
TAX: (559) 852-2479 ▪ TREASURER (559) 852-2477
FAX: (559) 582-1236

DATE: April 29, 2021

TO: Treasury Depositors
Board of Supervisors
County Treasury Oversight Committee

FROM: James P. Erb, CPA, Director of Finance

SUBJECT: Quarterly Portfolio Compliance Report

Enclosed is the Kings County Treasurer's - Quarterly Compliance Report for the period January 1 – March 31, 2021. The interest rate for the quarter for funds held by the Treasury was 0.7371%.

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

Encl. 1

Kings County Treasurer's Statement of Interest Earnings

| For the Period January 1, 2021 - March 31, 2021 | |
|---------------------------------------------------|----------------------|
| POOLED INVESTMENT ACCOUNT: | |
| Gross Interest Earnings (on Accrual Basis) | \$968,658 |
| Less: Administrative Expenses | (99,807) |
| Banking Expenses | (3,543) |
| Prior Qtr int adjustments | 7,773 |
| Net Interest Earnings Apportioned | \$873,082 |
| Portfolio Return of Investment: | |
| Average Pooled Funds Invested | \$471,955,393 |
| Gross Yield on Investments | 0.8324% |
| Net Yield on Investments | 0.7502% |
| Treasury Return on Investment: | |
| Average Pooled Funds In Treasury | \$480,399,933 |
| Gross Yield Pooled Treas Funds | 0.8177% |
| Net Yield on Pooled Treasury Funds | 0.7371% |
| DIRECT INVESTMENT ACCOUNT: | |
| Average Direct Funds Invested | \$0 |
| TOTAL AVERAGE FUNDS INVESTED: | \$471,955,393 |

| YIELD TRENDS Gross Yield History* | | |
|--------------------------------------|---------|---------|
| Quarter | Pool | LAIF |
| Mar-21 | 0.8324% | 0.4432% |
| Dec-20 | 1.0132% | 0.6292% |
| Sep-20 | 1.3673% | 0.8452% |
| Jun-20 | 1.6573% | 1.3581% |
| Mar-20 | 2.0807% | 2.0260% |
| Dec-19 | 2.1773% | 2.2813% |
| Sep-19 | 2.1504% | 2.4462% |
| Jun-19 | 2.2076% | 2.5655% |
| Mar-19 | 2.1971% | 2.5464% |
| Dec-18 | 1.9793% | 2.3994% |
| Sep-18 | 1.8644% | 2.1570% |
| Jun-18 | 1.7292% | 1.9042% |
| Mar-18 | 1.4226% | 1.5095% |
| Dec-17 | 1.3133% | 1.2049% |
| Sep-17 | 1.2618% | 1.0741% |
| Jun-17 | 1.2309% | 0.9239% |
| Mar-17 | 1.1653% | 0.7761% |
| Dec-16 | 1.1055% | 0.6778% |

*The yield history represents gross portfolio yields; costs have not been deducted.

Kings County Treasurer's Liquidity Projections for the Period April 1, 2021 - March 31, 2022 (In Thousands)

| (in thousands) | | | | | | | | | |
|--------------------------|-------------------------|------------------------------|---------------------------|---------------|-------------------------|--------|----------------|------------------|---|
| A | | B | | C | D | | E | F | G |
| ACTUAL MONTH/ YEAR | TREASURER'S RECEIPTS | TREASURER'S DISBURSEMENTS | TREASURER'S SURPLUS or | INVESTMENTS | | | | ESTIMATE | |
| | ACTUAL | ACTUAL | (DEFICIT) (A-B) | MONTH YEAR | PORTFOLIO MATURITIES | LAIF | TOTAL (D+E) | SURPLUS (F+C) | |
| Jul-20 | 96,071 | 96,584 | (513) | Jul-21 | 0 | 29,529 | 29,529 | 29,016 | |
| Aug-20 | 56,514 | 67,052 | (10,538) | Aug-21 | 6,000 | 29,016 | 35,016 | 24,478 | |
| Sep-20 | 112,202 | 69,261 | 42,941 | Sep-21 | 3,000 | 24,478 | 27,478 | 70,419 | |
| Oct-20 | 73,677 | 70,289 | 3,388 | Oct-21 | 0 | 70,419 | 70,419 | 73,807 | |
| Nov-20 | 71,988 | 68,346 | 3,642 | Nov-21 | 3,000 | 73,807 | 76,807 | 80,449 | |
| Dec-20 | 140,498 | 92,666 | 47,832 | Dec-21 | 0 | 75,000 | 75,000 | 122,832 | |
| Jan-21 | 82,237 | 102,883 | (20,646) | Jan-22 | 8,000 | 75,000 | 83,000 | 62,354 | |
| Feb-21 | 49,300 | 67,361 | (18,061) | Feb-22 | 2,000 | 62,354 | 64,354 | 46,293 | |
| Mar-21 | 82,927 | 67,256 | 15,671 | Mar-22 | 6,000 | 46,293 | 52,293 | 67,964 | |
| Apr-20 | 103,907 | 78,750 | 25,157 | Apr-21 | 2,000 | 75,000 | 77,000 | 102,157 | |
| May-20 | 55,351 | 75,880 | (20,529) | May-21 | 0 | 75,000 | 75,000 | 54,471 | |
| Jun-20 | 37,408 | 65,350 | (27,942) | Jun-21 | 3,000 | 54,471 | 57,471 | 29,529 | |
| TOTALS | 962,080 | 921,678 | 40,402 | | 33,000 | | | | |

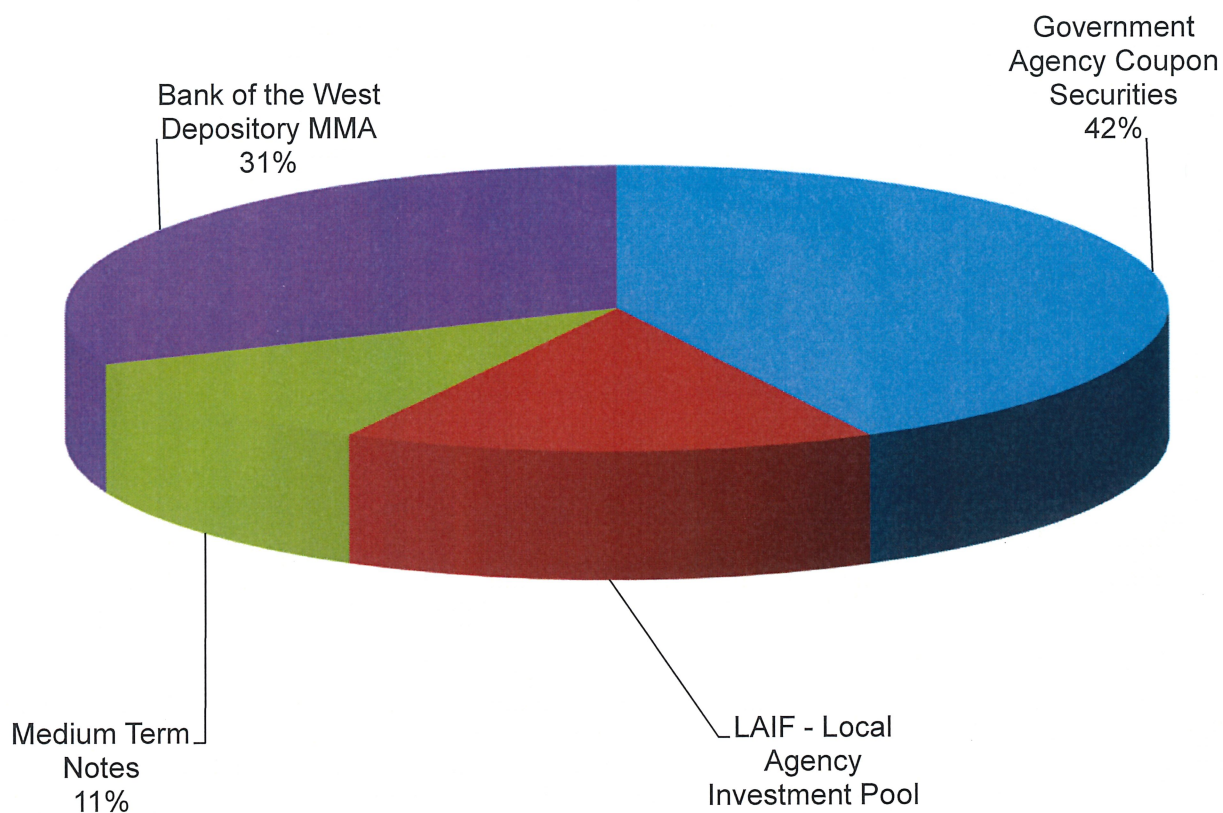
NOTE: Maximum LAIF balance was increased on January 1, 2016 from \$50,000,000 to \$65,000,000.

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

KINGS COUNTY POOLED INVESTMENTS
PORTFOLIO STATISTICS

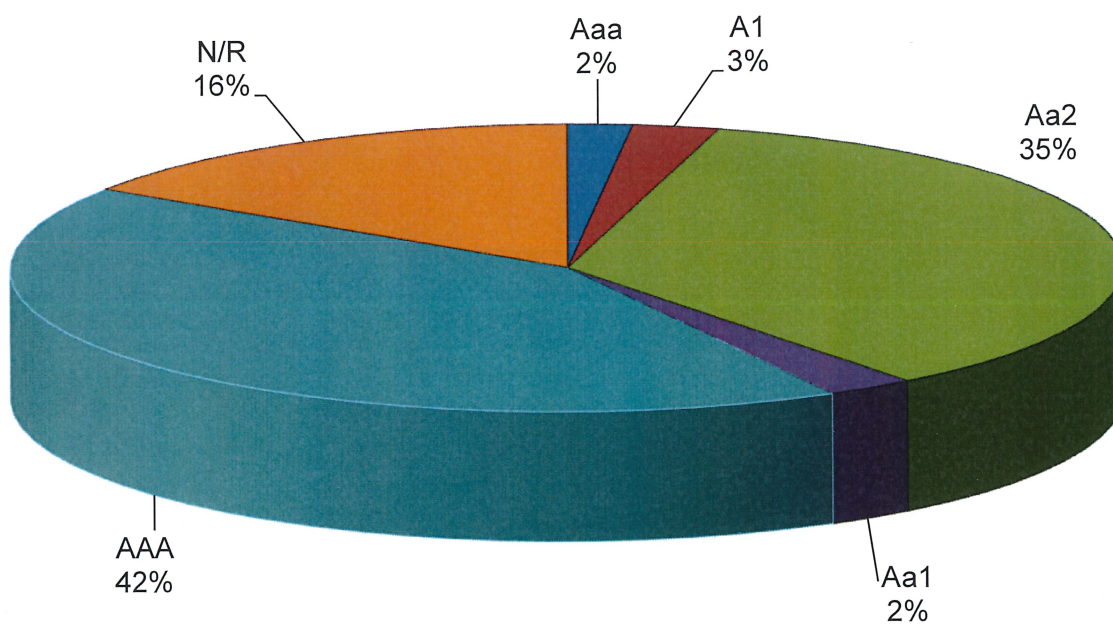
Book Value by Investment Type

as of Marc 31, 2021



Market Value Quality Allocation

as of March 31, 2021





**Kings County Investment Pool
Portfolio Management
Portfolio Summary
March 31, 2021**

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

| Investments | Par Value | Market Value | Book Value | % of Portfolio | Days to Maturity | YTM 365 Equiv. | YTM 360 Equiv. |
|--------------------------------------------------------|-----------------------|-----------------------|-----------------------|----------------|------------------|----------------|----------------|
| Government Agency Coupon Securities | 204,000,000.00 | 203,280,060.00 | 204,162,413.14 | 42.45 | 1,339 | 0.903 | 0.890 |
| LAIF - Local Agency Investment Pool | 75,000,000.00 | 75,000,000.00 | 75,000,000.00 | 15.60 | 1 | 0.580 | 0.572 |
| Medium Term Notes | 52,000,000.00 | 53,083,020.00 | 51,733,286.67 | 10.76 | 657 | 2.495 | 2.460 |
| BofW MMA Deposit Account | 150,011,904.14 | 150,011,904.14 | 150,011,904.14 | 31.19 | 1 | 0.100 | 0.099 |
| Investments | 481,011,904.14 | 481,374,984.14 | 480,907,603.95 | 100.00% | 639 | 0.773 | 0.763 |
| Cash and Accrued Interest | | | | | | | |
| Passbook/Checking (not included in yield calculations) | 4,317,452.60 | 4,317,452.60 | 4,317,452.60 | | 1 | 1.000 | 0.986 |
| Accrued Interest at Purchase * | | 0.00 | 0.00 | | | | |
| Ending Accrued Interest | | 781,259.40 | 781,259.40 | | | | |
| Subtotal | | 5,098,712.00 | 5,098,712.00 | | | | |
| Total Cash and Investments | 485,329,356.74 | 486,473,696.14 | 486,006,315.95 | | 639 | 0.773 | 0.763 |

| Total Earnings | March 31 Month Ending | Fiscal Year To Date |
|----------------|-----------------------|---------------------|
| Current Year | 296,281.07 | 3,534,202.52 |

* 6,263.60 Accrued at Purchase is Included in Book Value.

| | | |
|--------------------------|----------------|----------------|
| Average Daily Balance | 467,522,579.85 | 417,737,119.11 |
| Effective Rate of Return | 0.75% | 1.13% |

The Pooled Portfolio was in compliance during the quarter ending March 31, 2021, with California Government Code Sections 53601 et.seq. and 53635, and the Director of Finance's Statement of Investment Policy dated January 1, 2021. Market prices are provided by Union Bank of California and are as of the last business day of the month. Ratings listed in the Portfolio Reports are issued by Moody's Rating Agency. If you have any questions about the Pooled Investment Fund, please call Tammy Phelps, Assistant Director of Finance - Treasury, at (559) 852-2462.

James P. Erb, CPA, Kings County Director of Finance

4-29-2021

Reporting period 03/01/2021-03/31/2021

Run Date: 04/12/2021 - 14:05

Portfolio POOL
RC
PM (PRF_PM1) 7.3.0
Report Ver. 7.3.6.1

Kings County Investment Pool
Portfolio Management
Portfolio Details - Investments
March 31, 2021

Page 1

| CUSIP | Investment # | Issuer | Average Balance | Purchase Date | Par Value | Market Value | Book Value | Stated Rate | Moody's | YTM 360 | Days to Maturity | Maturity Date |
|--------------------------------------------|--------------|-------------------------------|--------------------|------------------|--------------|--------------|--------------|----------------|---------|------------|---------------------|------------------|
| Government Agency Coupon Securities | | | | | | | | | | | | |
| 3130A1W95 | 190035 | Federal Home Loan Banks | | 12/11/2019 | 3,000,000.00 | 3,012,750.00 | 3,008,700.00 | 2.250 | AAA | 1.638 | 71 | 06/11/2021 |
| 313383ZU8 | 190034 | Federal Home Loan Banks | | 12/06/2019 | 3,000,000.00 | 3,038,670.00 | 3,020,611.99 | 3.000 | AAA | 1.578 | 162 | 09/10/2021 |
| 3130AHJY0 | 190036 | Federal Home Loan Banks | | 12/11/2019 | 3,000,000.00 | 3,029,700.00 | 2,999,257.31 | 1.625 | AAA | 1.627 | 232 | 11/19/2021 |
| 313378WG2 | 180044 | Federal Home Loan Banks | | 04/15/2019 | 3,000,000.00 | 3,067,860.00 | 3,003,301.95 | 2.500 | AAA | 2.352 | 344 | 03/11/2022 |
| 3133ELAE4 | 190037 | Federal Farm Credit Bank | | 12/11/2019 | 3,000,000.00 | 3,061,530.00 | 2,998,481.77 | 1.625 | AAA | 1.637 | 508 | 08/22/2022 |
| 3135G0W33 | 190038 | Federal Nat'l Mortgage Assoc. | | 12/11/2019 | 3,000,000.00 | 3,054,990.00 | 2,987,500.51 | 1.375 | AAA | 1.637 | 523 | 09/06/2022 |
| 3133ELJN5 | 190043 | Federal Farm Credit Bank | | 01/24/2020 | 3,000,000.00 | 3,031,740.00 | 3,000,000.00 | 1.640 | AAA | 1.618 | 663 | 01/24/2023 |
| 3137EAEV7 | 200035 | Federal Home Loan Mort. Co. | | 01/14/2021 | 3,000,000.00 | 3,000,900.00 | 3,003,734.04 | 0.250 | AAA | 0.197 | 875 | 08/24/2023 |
| 3133ELAN4 | 190026 | Federal Farm Credit Bank | | 11/22/2019 | 3,000,000.00 | 3,026,220.00 | 3,000,000.00 | 1.680 | AAA | 1.657 | 965 | 11/22/2023 |
| 3135G06H1 | 200036 | Federal Nat'l Mortgage Assoc. | | 01/14/2021 | 3,000,000.00 | 2,996,370.00 | 3,002,730.83 | 0.250 | AAA | 0.227 | 970 | 11/27/2023 |
| 3135GA6J5 | 200030 | Federal Nat'l Mortgage Assoc. | | 12/07/2020 | 3,000,000.00 | 2,996,730.00 | 3,000,000.00 | 0.320 | AAA | 0.316 | 980 | 12/07/2023 |
| 3135GA6D8 | 200031 | Federal Nat'l Mortgage Assoc. | | 12/15/2020 | 3,000,000.00 | 2,997,060.00 | 3,000,000.00 | 0.320 | AAA | 0.316 | 988 | 12/15/2023 |
| 3133EMLT7 | 200033 | Federal Farm Credit Bank | | 01/06/2021 | 3,000,000.00 | 2,993,100.00 | 3,000,140.00 | 0.210 | AAA | 0.207 | 1,001 | 12/28/2023 |
| 3135GAC33 | 200032 | Federal Nat'l Mortgage Assoc. | | 12/29/2020 | 3,000,000.00 | 2,992,980.00 | 3,000,000.00 | 0.300 | AAA | 0.296 | 1,002 | 12/29/2023 |
| 3133EMMN9 | 200034 | Federal Farm Credit Bank | | 01/11/2021 | 3,000,000.00 | 2,987,010.00 | 2,998,500.00 | 0.190 | AAA | 0.204 | 1,015 | 01/11/2024 |
| 3133EMNG3 | 200037 | Federal Farm Credit Bank | | 01/19/2021 | 3,000,000.00 | 2,985,450.00 | 2,998,230.00 | 0.230 | AAA | 0.246 | 1,023 | 01/19/2024 |
| 3133EMQL9 | 200039 | Federal Farm Credit Bank | | 02/12/2021 | 3,000,000.00 | 2,981,310.00 | 3,000,000.00 | 0.200 | AAA | 0.197 | 1,047 | 02/12/2024 |
| 3130AFW94 | 190030 | Federal Home Loan Banks | | 12/03/2019 | 3,000,000.00 | 3,189,870.00 | 3,070,936.69 | 2.500 | AAA | 1.657 | 1,048 | 02/13/2024 |
| 3133EMRZ7 | 200045 | Federal Farm Credit Bank | | 02/26/2021 | 3,000,000.00 | 2,990,400.00 | 3,001,800.00 | 0.250 | AAA | 0.227 | 1,061 | 02/26/2024 |
| 3130AHH71 | 190023 | Federal Home Loan Banks | | 11/07/2019 | 3,000,000.00 | 3,005,160.00 | 3,000,000.00 | 1.850 | AAA | 1.825 | 1,132 | 05/07/2024 |
| 3130AGL45 | 180050 | Federal Home Loan Banks | | 06/21/2019 | 3,000,000.00 | 3,013,800.00 | 3,000,000.00 | 2.250 | AAA | 2.219 | 1,177 | 06/21/2024 |
| 3135G0V75 | 190029 | Federal Nat'l Mortgage Assoc. | | 12/03/2019 | 3,000,000.00 | 3,128,700.00 | 3,007,037.36 | 1.750 | AAA | 1.657 | 1,188 | 07/02/2024 |
| 3134GTS20 | 190010 | Federal Home Loan Mort. Co. | | 08/02/2019 | 3,000,000.00 | 3,016,740.00 | 3,000,000.00 | 2.070 | AAA | 2.042 | 1,219 | 08/02/2024 |
| 3134GU6G0 | 190047 | Federal Home Loan Mort. Co. | | 02/05/2020 | 3,000,000.00 | 3,013,320.00 | 3,000,000.00 | 1.700 | AAA | 1.677 | 1,222 | 08/05/2024 |
| 3135G0ZR7 | 190028 | Federal Nat'l Mortgage Assoc. | | 12/03/2019 | 3,000,000.00 | 3,223,830.00 | 3,094,952.36 | 2.625 | AAA | 1.657 | 1,254 | 09/06/2024 |
| 3133EK4B9 | 190017 | Federal Farm Credit Bank | | 10/28/2019 | 3,000,000.00 | 3,026,160.00 | 3,000,000.00 | 1.820 | AAA | 1.795 | 1,306 | 10/28/2024 |
| 3130AHGL1 | 190021 | Federal Home Loan Banks | | 11/04/2019 | 3,000,000.00 | 3,028,230.00 | 3,000,000.00 | 1.875 | AAA | 1.849 | 1,313 | 11/04/2024 |
| 3133EK6J0 | 190025 | Federal Farm Credit Bank | | 11/08/2019 | 3,000,000.00 | 3,118,830.00 | 2,976,480.00 | 1.625 | AAA | 1.806 | 1,317 | 11/08/2024 |
| 3130AHN33 | 190032 | Federal Home Loan Banks | | 12/04/2019 | 3,000,000.00 | 3,008,580.00 | 3,000,000.00 | 1.800 | AAA | 1.775 | 1,343 | 12/04/2024 |
| 3130AJ2C2 | 190049 | Federal Home Loan Banks | | 02/03/2020 | 3,000,000.00 | 3,008,610.00 | 3,000,000.00 | 1.625 | AAA | 1.603 | 1,404 | 02/03/2025 |
| 3133EMQG0 | 200040 | Federal Farm Credit Bank | | 02/10/2021 | 3,000,000.00 | 2,953,560.00 | 2,998,500.00 | 0.320 | AAA | 0.328 | 1,411 | 02/10/2025 |
| 3136G4T52 | 200005 | Federal Nat'l Mortgage Assoc. | | 08/25/2020 | 3,000,000.00 | 2,942,040.00 | 3,000,000.00 | 0.520 | AAA | 0.513 | 1,426 | 02/25/2025 |
| 3134GWP26 | 200014 | Federal Home Loan Mort. Co. | | 09/28/2020 | 3,000,000.00 | 2,965,620.00 | 3,000,000.00 | 0.500 | AAA | 0.493 | 1,457 | 03/28/2025 |
| 3136G4Y64 | 200006 | Federal Nat'l Mortgage Assoc. | | 08/27/2020 | 3,000,000.00 | 2,929,200.00 | 3,000,000.00 | 0.550 | AAA | 0.542 | 1,517 | 05/27/2025 |
| 3134GWUU8 | 200018 | Federal Home Loan Mort. Co. | | 10/16/2020 | 3,000,000.00 | 2,931,150.00 | 3,000,000.00 | 0.500 | AAA | 0.493 | 1,567 | 07/16/2025 |
| 3133EMFC1 | 200026 | Federal Farm Credit Bank | | 10/29/2020 | 3,000,000.00 | 2,948,160.00 | 3,000,000.00 | 0.530 | AAA | 0.523 | 1,580 | 07/29/2025 |

Portfolio POOL
RC
PM (PRF_PM2) 7.3.0

Run Date: 04/29/2021 - 15:33

Report Ver. 7.3.6.1

Kings County Investment Pool
Portfolio Management
Portfolio Details - Investments
March 31, 2021

| CUSIP | Investment # | Issuer | Average Balance | Purchase Date | Par Value | Market Value | Book Value | Stated Rate | Moody's | YTM 360 | Days to Maturity | Maturity Date |
|--------------------------------------------|--------------|-------------------------------|-----------------------|------------------|-----------------------|-----------------------|-----------------------|----------------|---------|--------------|---------------------|------------------|
| Government Agency Coupon Securities | | | | | | | | | | | | |
| 3133EL3P7 | 200004 | Federal Farm Credit Bank | | 08/24/2020 | 3,000,000.00 | 2,947,110.00 | 3,000,000.00 | 0.530 | AAA | 0.523 | 1,594 | 08/12/2025 |
| 3136G4Q48 | 200001 | Federal Nat'l Mortgage Assoc. | | 08/19/2020 | 3,000,000.00 | 2,961,870.00 | 2,997,300.00 | 0.600 | AAA | 0.612 | 1,601 | 08/19/2025 |
| 3136G4N74 | 200002 | Federal Nat'l Mortgage Assoc. | | 08/21/2020 | 3,000,000.00 | 2,956,770.00 | 3,000,000.00 | 0.560 | AAA | 0.552 | 1,603 | 08/21/2025 |
| 3136G4X57 | 200003 | Federal Nat'l Mortgage Assoc. | | 08/25/2020 | 3,000,000.00 | 2,964,900.00 | 3,000,000.00 | 0.625 | AAA | 0.616 | 1,607 | 08/25/2025 |
| 3136G4Z63 | 200007 | Federal Nat'l Mortgage Assoc. | | 08/27/2020 | 3,000,000.00 | 2,961,900.00 | 3,000,000.00 | 0.600 | AAA | 0.592 | 1,609 | 08/27/2025 |
| 3134GWA22 | 200010 | Federal Home Loan Mort. Co. | | 09/02/2020 | 3,000,000.00 | 2,954,550.00 | 3,000,000.00 | 0.550 | AAA | 0.542 | 1,615 | 09/02/2025 |
| 3134GWA55 | 200008 | Federal Home Loan Mort. Co. | | 09/09/2020 | 3,000,000.00 | 2,966,700.00 | 3,000,000.00 | 0.650 | AAA | 0.641 | 1,622 | 09/09/2025 |
| 3134GWB70 | 200009 | Federal Home Loan Mort. Co. | | 09/15/2020 | 3,000,000.00 | 2,962,380.00 | 3,000,000.00 | 0.625 | AAA | 0.616 | 1,628 | 09/15/2025 |
| 3134GWL38 | 200013 | Federal Home Loan Mort. Co. | | 09/15/2020 | 3,000,000.00 | 2,951,280.00 | 3,000,000.00 | 0.540 | AAA | 0.533 | 1,628 | 09/15/2025 |
| 3134GWJ98 | 200011 | Federal Home Loan Mort. Co. | | 09/16/2020 | 3,000,000.00 | 2,948,490.00 | 3,000,000.00 | 0.520 | AAA | 0.513 | 1,629 | 09/16/2025 |
| 3134GWU61 | 200017 | Federal Home Loan Mort. Co. | | 09/22/2020 | 3,000,000.00 | 2,947,560.00 | 3,000,000.00 | 0.520 | AAA | 0.513 | 1,635 | 09/22/2025 |
| 3130AK3Z7 | 200012 | Federal Home Loan Banks | | 09/29/2020 | 3,000,000.00 | 2,935,200.00 | 3,000,000.00 | 0.570 | AAA | 0.562 | 1,642 | 09/29/2025 |
| 3136G43L5 | 200015 | Federal Nat'l Mortgage Assoc. | | 09/30/2020 | 3,000,000.00 | 2,951,940.00 | 3,000,000.00 | 0.550 | AAA | 0.542 | 1,643 | 09/30/2025 |
| 3136G44F7 | 200016 | Federal Nat'l Mortgage Assoc. | | 09/30/2020 | 3,000,000.00 | 2,951,940.00 | 3,000,000.00 | 0.550 | AAA | 0.542 | 1,643 | 09/30/2025 |
| 3134GWX43 | 200019 | Federal Home Loan Mort. Co. | | 10/02/2020 | 3,000,000.00 | 2,930,940.00 | 3,000,000.00 | 0.550 | AAA | 0.542 | 1,645 | 10/02/2025 |
| 3134GWY26 | 200021 | Federal Home Loan Mort. Co. | | 10/08/2020 | 3,000,000.00 | 2,966,070.00 | 3,000,000.00 | 0.570 | AAA | 0.562 | 1,651 | 10/08/2025 |
| 3133EMCP5 | 200022 | Federal Farm Credit Bank | | 10/14/2020 | 3,000,000.00 | 2,930,670.00 | 2,997,000.00 | 0.520 | AAA | 0.533 | 1,657 | 10/14/2025 |
| 3134GWXX9 | 200020 | Federal Home Loan Mort. Co. | | 10/15/2020 | 3,000,000.00 | 2,963,250.00 | 3,000,000.00 | 0.550 | AAA | 0.542 | 1,658 | 10/15/2025 |
| 3136G44U4 | 200024 | Federal Nat'l Mortgage Assoc. | | 10/20/2020 | 3,000,000.00 | 2,943,420.00 | 3,000,000.00 | 0.500 | AAA | 0.493 | 1,663 | 10/20/2025 |
| 3136G45C3 | 200025 | Federal Nat'l Mortgage Assoc. | | 10/27/2020 | 3,000,000.00 | 2,948,520.00 | 3,000,000.00 | 0.540 | AAA | 0.533 | 1,670 | 10/27/2025 |
| 3134GWYZ3 | 200023 | Federal Home Loan Mort. Co. | | 10/28/2020 | 3,000,000.00 | 2,920,170.00 | 3,000,000.00 | 0.530 | AAA | 0.523 | 1,671 | 10/28/2025 |
| 3133EMFS6 | 200028 | Federal Farm Credit Bank | | 11/03/2020 | 3,000,000.00 | 2,947,350.00 | 3,000,000.00 | 0.460 | AAA | 0.454 | 1,677 | 11/03/2025 |
| 3135G06G3 | 200043 | Federal Nat'l Mortgage Assoc. | | 02/23/2021 | 3,000,000.00 | 2,953,050.00 | 2,997,218.33 | 0.500 | AAA | 0.543 | 1,681 | 11/07/2025 |
| 3134GW6S0 | 200027 | Federal Home Loan Mort. Co. | | 11/10/2020 | 3,000,000.00 | 2,971,080.00 | 3,000,000.00 | 0.610 | AAA | 0.602 | 1,684 | 11/10/2025 |
| 3135GA2X8 | 200029 | Federal Nat'l Mortgage Assoc. | | 11/18/2020 | 3,000,000.00 | 2,947,080.00 | 3,000,000.00 | 0.550 | AAA | 0.542 | 1,692 | 11/18/2025 |
| 3130ALB94 | 200041 | Federal Home Loan Banks | | 02/26/2021 | 3,000,000.00 | 2,940,210.00 | 3,000,000.00 | 0.630 | AAA | 0.621 | 1,792 | 02/26/2026 |
| 3133EMSU7 | 200047 | Federal Farm Credit Bank | | 03/09/2021 | 3,000,000.00 | 2,968,080.00 | 3,000,000.00 | 0.800 | AAA | 0.789 | 1,803 | 03/09/2026 |
| 3130ALDN1 | 200042 | Federal Home Loan Banks | | 03/16/2021 | 3,000,000.00 | 2,953,380.00 | 3,000,000.00 | 0.800 | AAA | 0.789 | 1,810 | 03/16/2026 |
| 3130ALGB4 | 200044 | Federal Home Loan Banks | | 03/17/2021 | 3,000,000.00 | 2,979,030.00 | 3,000,000.00 | 0.800 | AAA | 0.789 | 1,811 | 03/17/2026 |
| 3133EMUK6 | 200049 | Federal Farm Credit Bank | | 03/25/2021 | 3,000,000.00 | 2,987,550.00 | 3,000,000.00 | 1.050 | AAA | 1.036 | 1,819 | 03/25/2026 |
| 3130ALSP0 | 200050 | Federal Home Loan Banks | | 03/30/2021 | 3,000,000.00 | 2,990,640.00 | 3,000,000.00 | 1.080 | AAA | 1.065 | 1,824 | 03/30/2026 |
| 3130ALSX3 | 200051 | Federal Home Loan Banks | | 03/30/2021 | 3,000,000.00 | 2,980,650.00 | 3,000,000.00 | 1.020 | AAA | 1.006 | 1,824 | 03/30/2026 |
| Subtotal and Average | | | 199,139,148.63 | | 204,000,000.00 | 203,280,060.00 | 204,162,413.14 | | | 0.890 | 1,339 | |

Kings County Investment Pool
Portfolio Management
Portfolio Details - Investments
March 31, 2021

| CUSIP | Investment # | Issuer | Average Balance | Purchase Date | Par Value | Market Value | Book Value | Stated Rate | Moody's | YTM 360 | Days to Maturity | Maturity Date |
|--------------------------------------------|--------------|------------------------------|-----------------------|---------------|-----------------------|-----------------------|-----------------------|-------------|---------|--------------|------------------|---------------|
| LAIF - Local Agency Investment Pool | | | | | | | | | | | | |
| SYS990001 | 990001 | Local Agency Investment Fund | | | 75,000,000.00 | 75,000,000.00 | 75,000,000.00 | 0.580 | N/R | 0.572 | 1 | |
| Subtotal and Average | | | 75,000,000.00 | | 75,000,000.00 | 75,000,000.00 | 75,000,000.00 | | | 0.572 | 1 | |
| Medium Term Notes | | | | | | | | | | | | |
| 89236TEU5 | 180025 | Toyota Motor Credit Corp. | | 03/18/2019 | 2,000,000.00 | 2,001,080.00 | 2,002,991.14 | 2.950 | A1 | 2.604 | 12 | 04/13/2021 |
| 594918BP8 | 190033 | Microsoft Corp | | 12/05/2019 | 6,000,000.00 | 6,021,840.00 | 5,998,208.96 | 1.550 | Aaa | 1.588 | 129 | 08/08/2021 |
| 89236TDP7 | 180021 | Toyota Motor Credit Corp. | | 01/22/2019 | 4,000,000.00 | 4,071,680.00 | 3,984,791.77 | 2.600 | A1 | 2.959 | 285 | 01/11/2022 |
| 084670BF4 | 180007 | Berkshire Hathaway | | 11/13/2018 | 4,000,000.00 | 4,103,240.00 | 4,004,480.55 | 3.400 | Aa2 | 3.232 | 305 | 01/31/2022 |
| 037833AY6 | 180005 | Apple Inc | | 08/01/2018 | 2,000,000.00 | 2,032,900.00 | 1,983,419.56 | 2.150 | Aa1 | 2.989 | 314 | 02/09/2022 |
| 478160CD4 | 180046 | JOHNSON & JOHNSON | | 05/07/2019 | 3,000,000.00 | 3,054,660.00 | 2,992,665.35 | 2.250 | Aaa | 2.470 | 336 | 03/03/2022 |
| 037833CQ1 | 180024 | Apple Inc | | 03/18/2019 | 3,000,000.00 | 3,066,900.00 | 2,985,773.17 | 2.300 | Aa1 | 2.595 | 405 | 05/11/2022 |
| 931142DU4 | 180006 | Wal-Mart Stores | | 08/02/2018 | 3,000,000.00 | 3,105,000.00 | 2,955,948.63 | 2.350 | Aa2 | 3.098 | 623 | 12/15/2022 |
| 931142DU4 | 180031 | Wal-Mart Stores | | 04/01/2019 | 3,000,000.00 | 3,105,000.00 | 2,996,534.93 | 2.350 | Aa2 | 2.377 | 623 | 12/15/2022 |
| 084670BJ6 | 170036 | Berkshire Hathaway | | 06/29/2018 | 3,000,000.00 | 3,144,420.00 | 2,992,761.01 | 3.000 | Aa2 | 3.087 | 681 | 02/11/2023 |
| 084670BR8 | 170030 | Berkshire Hathaway | | 04/23/2018 | 3,000,000.00 | 3,134,430.00 | 2,975,163.68 | 2.750 | Aa2 | 3.156 | 713 | 03/15/2023 |
| 931142DH3 | 180045 | Wal-Mart Stores | | 05/07/2019 | 3,000,000.00 | 3,123,150.00 | 2,992,896.75 | 2.550 | Aa2 | 2.614 | 740 | 04/11/2023 |
| 89236TDK8 | 180011 | Toyota Motor Credit Corp. | | 12/04/2018 | 3,000,000.00 | 3,130,380.00 | 2,889,389.28 | 2.250 | A1 | 3.551 | 930 | 10/18/2023 |
| 037833DM9 | 190020 | Apple Inc | | 10/28/2019 | 2,000,000.00 | 2,078,860.00 | 1,997,987.45 | 1.800 | Aa1 | 1.805 | 1,259 | 09/11/2024 |
| 89236TGN9 | 190015 | Toyota Motor Credit Corp. | | 10/22/2019 | 3,000,000.00 | 3,006,630.00 | 3,000,000.00 | 2.125 | A1 | 2.096 | 1,300 | 10/22/2024 |
| 037833EB2 | 200038 | Apple Inc | | 02/08/2021 | 3,000,000.00 | 2,941,710.00 | 3,000,000.00 | 0.700 | Aa1 | 0.690 | 1,774 | 02/08/2026 |
| 037833EB2 | 200046 | Apple Inc | | 03/01/2021 | 2,000,000.00 | 1,961,140.00 | 1,980,274.44 | 0.700 | Aa1 | 0.902 | 1,774 | 02/08/2026 |
| Subtotal and Average | | | 53,082,132.92 | | 52,000,000.00 | 53,083,020.00 | 51,733,286.67 | | | 2.460 | 657 | |
| BofW MMA Deposit Account | | | | | | | | | | | | |
| SYS999993 | 999993 | Bank of the West | | 07/01/2019 | 150,011,904.14 | 150,011,904.14 | 150,011,904.14 | 0.100 | Aa2 | 0.099 | 1 | |
| Subtotal and Average | | | 140,162,025.64 | | 150,011,904.14 | 150,011,904.14 | 150,011,904.14 | | | 0.099 | 1 | |
| Total and Average | | | 467,383,307.19 | | 481,011,904.14 | 481,374,984.14 | 480,907,603.95 | | | 0.763 | 639 | |

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 05/03/2021

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 05/12/2021

ITEM:

Consider approval of contract for estimating services for the Martin Luther King Jr. new classroom project.

PURPOSE:

This contract will result in a detailed construction cost estimate for site development, off site, and site utilities. This is necessary for the District to submit for state aid on the project as it was bid in conjunction with the Community Day School project.

FISCAL IMPACT:

The proposed cost is \$3,850.

RECOMMENDATIONS:

Approve the contract for estimating services.

NLC Estimating Services

Estimating Beyond the Sum of the Parts

Attn: Juan Gonzalez, Principal
Gonzalez Architects
7545 N. Del Mar, Suite 203
Fresno, CA 93711

April 22, 2021

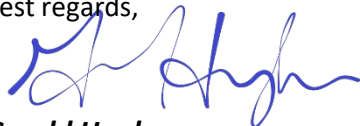
Subject: Proposal for Estimating Services

Mr. Gonzalez:

NLC Estimating Services is pleased to provide you with a proposal for the MLK Elementary School.

Please do not hesitate to contact us should you have any questions or require clarification on any aspect of this proposal.

Best regards,



Gerald Hughes
Senior Estimator

NLC Estimating Services
3060 Pioneer Hill Road
Placerville, CA 95667

(530) 391-7559

NLC Estimating Services

Estimating Beyond the Sum of the Parts

Proposed Services

Estimating Services

The proposal is to provide an OPSC Worksheet for Additional Site Development costs for the MLK Elementary School: including:

1. A detailed construction cost estimate in the required OPSC format for Site Development, Off-Site and Site Utilities.
2. Attend conference calls or zoom meetings as required to coordinate project and discuss results of the cost estimate in the context of the OPSC regulations.
3. Revisions to the estimate as required to complete the project upon receipt of the OPSC 15-day letter.
4. An on-site inspection is NOT included in this proposal.

Notes:

- a. District to provide digital copies of all plans and specs, change orders, etc. as necessary to estimate the scope of work.
- b. The Contractor's Schedule of Values will be used as a general guide for the estimate however, LUMP SUM ITEMS ARE NOT PERMITTED by OPSC.
- c. Per OPSC, all line items must be broken down by unit costs (for example, sf, lf, cy, etc.) and specific scope (for example, 2" pvc conduit, (3) 1/0 Cu with #2 Gnd).
- d. Per OPSC, all items must be priced out according to the Sierra West Construction Cost Manual.
- e. The final estimate will be delivered in both .pdf format and .xls format, as required by OPSC.
- f. Only items allowable under SFP Regulations, Section 1859.76 shall be included in the estimate.
- g. The client will be responsible for providing all supporting documentation to OPSC, including, but not limited to, valid receipts for all utility fees and a soils report or geotechnical report validating all excavation, fill, and paving sections (fire lane) if applicable.
- h. The rate for services not specifically included in this proposal is \$105 per hour.
- i. Delivery of the estimate shall be within 21 days of receipt of all Construction Documents (plans and specifications) necessary to complete the project.
- j. Total fee for services included in this proposal is \$3,850.
- k. Payment due within 30 days of receipt of invoice.

Accepted – Estimating Services _____

Authorized District Representative / Date