

Hanford Elementary School District

Wednesday, May 18, 2011

District Office Board Room

714 North White Street, Hanford

OPEN SESSION

- 5:30 p.m.
- Call to Order
 - Members present
 - Pledge to the Flag

CLOSED SESSION

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

Administrative Panel Recommendations

- Case #67-11 King
- Case #68-11 Lincoln
- Case #69-11 Lincoln
- Case #70-11 Lincoln
- Case #71-11 Richmond

- **Personnel** (*Pursuant to Government Code Section 54956.9, trustees will adjourn to Closed Session to discuss 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.*)

Public Employee Performance Evaluation – (GC 54957) – Superintendent

OPEN SESSION

6:00 p.m. 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 the 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) Approve warrant listings dated: April 22 and 29, 2011 and May 5, 2011.
- b) Approve minutes of May 4, 2011 regular board meeting.
- c) Approve donation of proceeds from Box Tops for Education (\$529.99) to Roosevelt School. (Rubalcava)
- d) Approve donation of \$3,692.00 from Monroe Parent Club for study trips and

- *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 aids and services, in order to participate in the Board meeting should contact the Superintendent in writing.*

enrichment activities. (Martinez)

- e) Approve donation of \$3,000 from Simas PTC for Kindergarten Zoo trip, and donation of \$151.07 from Savemart Shares program. (Duvall)
- f) Approve donation of \$2,500.00 from HESD Educational Foundation. (Terry)

3. INFORMATION ITEMS

- a) Receive the following revised Board Policies and Administrative Regulations for information: (White)
 - BP/AR 3100 – Budget
 - BP/AR 3460 – Financial Reports and Accountability
- b) Receive the following revised Board Policy and Administrative Regulation for information: (White)
 - BP/AR 3553 – Free and Reduced Price Meals

4. BOARD POLICIES AND ADMINISTRATION

- a) Consider approval of Agreement for Technology Services. (Terry)
- b) Consider renewal of License Agreement with Intel-Assess, Inc. (Gabler)
- c) Consider approval of the SELPA Local Plan Revisions. (McConnell)
- d) Consider approval to use Alternative Billing Consultants to process billing submissions for Local Educational Agency (LEA) services. (McConnell)
- e) Hear public input and consider approval of Hanford Elementary School District's initial proposal for amendments to the Collective Bargaining Agreement between Hanford Elementary School District (HESD) and Hanford Elementary Teachers Association (HETA) (reopened articles), for the 2011-2012 school year. (Williams)
- f) Hear public input and consider approval of Hanford Elementary Teachers Association's (HETA's) initial proposal for amendments to the Collective Bargaining Agreement between Hanford Elementary School District (HESD) and Hanford Elementary Teachers Association (reopened articles), for the 2011-2012 school year. (Williams)
- g) Hear comments from the public and consider approval of negotiated successor agreement with the California School Employees Association (CSEA). (Williams)
- h) Consider adoption of the following new Board Policy and Administrative Regulation: (White)
 - BP/AR 3552 – Summer Meal Program

5. PERSONNEL

- a) Employment
 - Certificated* – 11 Teachers, as listed
 - Temporary Employees/Substitutes/Yard Supervisors* – Substitute Bilingual Clerk Typist I
- b) Resignations – Special Education Aide; READY Program Worker; Teacher; Special Education Aide; Special Education Aide; Account Clerk I; Food Service Worker II; Substitute READY Program Tutor
- c) Release of Probationary Employment – Food Service Worker I
- d) Administrative Transfers – as listed

- e) Voluntary Transfer – Special Education Aide, from Wilson to Kennedy, as listed.
- f) Voluntary Transfer/More Hour – Yard Supervisor, from Roosevelt to Jefferson, as listed
- g) Leave of Absence – Teacher; Yard Supervisor; as listed.
- h) Volunteers – as listed

6. FINANCIAL

- a) Consider approval of Resolution #18-11: Revision of the 2010-2011 Budget.

ADJOURN MEETING

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HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Dr. Paul Terry
FROM: Liz Simas
DATE: May 6, 2011

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

Date you wish to have your item considered: May 18, 2011

ITEM: Student Discipline

PURPOSE: Administrative Panel Recommendations

Administrative Panel Recommendations

Case# 67-11 – King

Case# 68-11 – Lincoln

Case# 69-11 – Lincoln

Case# 70-11 – Lincoln

Case# 71-11 – Richmond

Hanford Elementary School District
Minutes of the Regular Board Meeting
May 4, 2011

Minutes of the Regular Board Meeting of the Hanford Elementary School District Board of Trustees on May 4, 2011, at the District Office Board Room, 714 N. White Street, Hanford, CA.

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

Closed Session Trustees immediately adjourned to closed session for:

- Student Discipline pursuant to Education Code section 48918
- Conference with Labor Negotiator (GC 54957.6) CSEA, District Negotiators: Paul Terry/Diane Williams
- Conference with Legal Counsel pursuant to Government Code section 54956.9(b)
- Public Employee Discipline/Dismissal/Release (GC 54957) - Certificated

Trustees returned to open session at 6:38 p.m.

Impose Expulsion Order Case #13-11 Trustee Revious made a motion to impose the Expulsion Order for Case #13-11 based upon the student's failure to abide by the Behavior Conditions Plan. Parents may apply for readmission on or after June 3, 2011. Trustee Hill seconded; motion carried 5-0.

Expulsion Cases #56-11, 57-11, 60-11, 61-11, 62-11, 64-11, 66-11 Trustee Revious made a motion to accept the Findings of Facts and expel Cases #56-11, 57-11, 60-11, 61-11, 62-11, 64-11 and 66-11 for the remainder of the 2010-2011 school year and the first semester of the 2011-12 school year for violation of Education Code 48900 as determined by the Administrative Panel at hearings held on May 2nd and 3rd, 2011. Parents may apply for readmission on or after January 13, 2012. Trustee Hernandez seconded; motion carried 4-1, Trustee Garner dissenting.

Expulsion Cases #58-11, 59-11, 63-11 Trustee Revious made a motion to accept the Findings of Facts and expel Cases #58-11, 59-11, and 63-11 for the remainder of the 2010-2011 school year and the first semester of the 2011-12 school year for violation of Education Code 48900 as determined by the Administrative Panel at hearings held on May 2nd and 3rd, 2011. Parents may apply for readmission on or after June 3, 2011. Trustee Jay seconded; motion carried 5-0.

Expulsion Case #65-11 Trustee Revious made a motion to accept the Findings of Facts and expel Cases #65-11 for the remainder of the 2010-2011 school year and the first semester of the 2011-12 school year for violation of Education Code 48900 as determined by the Administrative Panel at hearings held on May 3, 2011. Parents may apply for readmission on or after January 13, 2012. However, Trustee Revious further moved that the Expulsion Order be suspended and the student placed at HESD Community Day School as an

alternative educational program pending the outcome of a Special Education Assessment. Trustee Hill seconded; motion carried 5-0.

HESD Managers Present

Dr. Paul J. Terry, Superintendent, and the following administrators were present: Don Arakelian, Doug Carlton, Debra Colvard, Kenny Eggert, Javier Espindola, Joy Gabler, David Goldsmith, Lucy Gomez, Charlotte Hines, Jaime Martinez, Karen McConnell, Gerry Mulligan, Jennifer Pitkin, Jeanne Rios, Jill Rubalcava, Liz Simas, Nancy White, and Diane Williams.

Two Tort Claims rejected

Trustee Revious stated that in closed session the Board considered two Tort Claims that were on the agenda and by unanimous vote rejected both claims. The Board has directed legal counsel to ensure that the claimants receive notice of the rejection as is required by the Government Code.

Settlement Agreement #2011-02

Trustee Revious stated that during closed session the Board acted to adopt Settlement Agreement #2011-02 for a certificated employee. The motion carried by a vote of 5-0.

Trustee Revious stated that the Board would adjourn to closed session at the end of the meeting to address the agenda item:
Public Employee Performance Evaluation – (GC 54957) - Superintendent

PRESENTATIONS, REPORTS AND COMMUNICATIONS

Public Comments

None.

Board and Staff Comments

President Garner thanked and acknowledged the good efforts of the HESD team, headed by Tim Nuanes, in organizing and executing the recent Golf Tournament fundraiser. Dr. Terry stated that over \$26,000 was raised for the HESD Educational Foundation.

Shereese Rose, on behalf of local CSEA chapter, stated that the chapter was "very pleased to reach agreement with the District" and that they "look forward to working with the District in the future."

Requests to Address the Board

None.

Dates to Remember

President Garner reviewed Dates to Remember: May 5 CVEC Dinner in Fresno; May 16 Budget Committee Meeting; May 18 Employee Recognition event; May 18 Regular Board meeting; June 1 Junior High School promotions at both JFK and Woodrow Wilson; June 3 Last Day of School; June 15 Regular Board Meeting.

Consent Items

CONSENT ITEMS

Note: Dr. Terry stated that item "d" donation was from Simas Parent Teachers Club to Simas School, not Hamilton.

With that correction to the Consent Agenda, Trustee Hill made a motion to take consent items "a" through "d" together. Trustee Hernandez seconded, motion carried 3-0. Trustee Hill then made a motion to approve

consent items "a" through "d". Trustee Hernandez seconded, motion carried 5-0. The items approved are:

- a) Warrant listings dated April 1, 8, and 15, 2011.
- b) Minutes of April 6, 2011 Regular Board Meeting.
- c) Interdistrict transfers as recommended.
- d) Donations from Simas Parent Teachers Club to Simas School of \$2980.38 for PA system, \$1886.54 for 1st grade Monterey Aquarium StudyTrip, and \$2500 for yearbook printing charges.

INFORMATION ITEMS

Alternative Governance Board Report

Joy Gabler, Assistant Superintendent Curriculum, Instruction and Professional Development, introduced Dr. Sharon Brown-Welty who presented the report of the Hanford Elementary School District Alternative Governance Board activities, findings and recommendations for MLK.

CSEA Tentative Agreements

Diane Williams, Assistant Superintendent Human Resources, presented for information the Tentative Agreements for a Successor Contract with the California School Employees Association (CSEA).

HESD Tentative Agreements with HETA

Diane Williams, Assistant Superintendent Human Resources, presented for information the District's Initial Proposal to Hanford Elementary Teachers Association (HETA) for 2011-12 amendments to the Collective Bargaining Agreement (reopened articles).

BP/AR 3552

Nancy White, Assistant Superintendent Fiscal Services, presented for information the following new Board Policy and Administrative Regulation:

- BP/AR 3552 - Summer Meal Program

BOARD POLICIES AND ADMINISTRATION

Adopt 2009-10 School Accountability Report Cards (SARCs)

Trustee Hill made a motion to adopt School Accountability Report Cards for 2009-10. Trustee Hernandez seconded; motion carried 5-0.

Lincoln School overnight field trip

Jennifer Pitkin, principal of Lincoln School, stated that the trip was cancelled and the request for Board approval is therefore withdrawn. No action was taken on this agenda item.

Consultant contract

Trustee Hill made a motion to approve agreement with Hazard Management Services, Inc., environmental consultants, to act as Asbestos/Management Planner and Project Monitor at Monroe and Roosevelt Schools. Trustee Revious seconded; motion carried 5-0.

Consultant contract

Trustee Hill made a motion to approve consultant contract with Rick Morris, Creator of New Management, Inc. Trustee Hernandez seconded; motion carried 5-0.

PERSONNEL

Trustee Revious made a motion to take Personnel items "a" through "d" collectively. Trustee Jay seconded; motion carried 5-0. Then Trustee Revious made a motion to approve Personnel items "a" through "d". Trustee Hernandez seconded; the motion carried 5-0. The following items were approved:

***Item "a" –
Employment***

Temporary Employees/Substitutes/Yard Supervisors: Revina Bias, Yard Supervisor; Danelle Widdis, Yard Supervisor; Yolanda Bernal, Substitute Special Education Aide; Inez Carriero, Short-term Yard Supervisor; Tyre Hudgins, Substitute Yard Supervisor; Jolene LaRue, Short-term Bus Driver; Sherry Miller, Substitute Yard Supervisor; Melanie Peichoto, Short-term Alternative Education Aide; Brenda Rosas, Short-term Yard Supervisor; Silvia Soto, Short-term Yard Supervisor; Lori Todd, Substitute READY Program Tutor; Maria Villafana, Short-term Yard Supervisor; Graciela Zevada, Short-term Yard Supervisor

***Item "b" –
Resignations***

Andrea Barcellos, Educational Tutor K-6; Tara Bosma, Teacher; Erika Castorena, Substitute Bilingual Clerk Typist I; Leiann Heinrich, Substitute Clerk Typist II; Rachel Rasmussen, Media Services Aide; Ernestine Velez, Substitute Yard Supervisor

***Item "c" –
Leave of Absence***

Kari Medeiros, Teacher; Candy Mullins, Food Service Utility Worker; Tiffany Taylor, Teacher

***Item "d" –
Volunteers***

As listed.

FINANCIAL**Approve Public
Hearing notification**

Trustee Hill made a motion to approve Public Hearing Notification: Proposed Budget for 2011-12, June 15, 2011, 6:00 p.m., Hanford Elementary School District Board Room, 714 North White Street, Hanford, CA. Trustee Jay seconded; motion carried 5-0.

**Continuing Contracts
Western Christian
School and KCOE**

Trustee Jay made a motion to approve continuing contracts for the providing of meals for Western Christian School and Kings County Office of Education for 2011-12. Trustee Hernandez seconded; motion carried 5-0.

**Declaration of surplus
equipment**

Trustee Revious made a motion to declare surplus equipment. Trustee Hill seconded; motion carried 5-0.

CLOSED SESSION

Trustees adjourned to closed session at 7:07 p.m. for:
Public Employee Performance Evaluation (GC 54957) – Superintendent

OPEN SESSION

Trustees returned to open session at 7:39 p.m. No action was taken or announced. There being no further business, President Garner adjourned the meeting at 7:40 p.m.

Respectfully submitted,
Paul J. Terry
Secretary to the Board of Trustees

Approved:

Jeff Garner, President

Tim Revious, Clerk

HANFORD ELEMENTARY SCHOOL DISTRICT**AGENDA REQUEST FORM**

TO: Dr. Paul Terry

FROM: Jill Rubalcava

DATE: May 2, 2011

For: ☒ Board Meeting
☐ Superintendent's Cabinet

For: ☐ Information
☒ Action

Date you wish to have your item considered: May 18, 2011

ITEM: Donation of proceeds from Box Tops for Education to Roosevelt School.

PURPOSE: To purchase computer equipment for Roosevelt School.

FISCAL IMPACT (if any): \$529.99

Credit to Account Code: 0100-0000-0-1110-1000-430001-026-0000

RECOMMENDATION (if any): I recommend that the board approve this request to accept the donation.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Paul Terry

FROM: Jaime Martinez 

DATE: May 10, 2011

For: ☒ Board Meeting
☐ Superintendent's Cabinet

For: ☐ Information
☒ Action

Date you wish to have your item considered: May 18, 2011

ITEM: Donation of \$3,692.00

PURPOSE: Accept donation of \$3,692.00 from Monroe Parent Club for study trips and enrichment activities.

Credit as follows:

0100-0000-0-1110-1000-430001-024-0000	\$ 603.75
0100-0000-0-1110-1000-430006-024-0000	\$ 3,088.25

FISCAL IMPACT (if any): \$3,692.00

RECOMMENDATION (if any): Action.

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HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Dr. Paul J. Terry

FROM: Silvia Duval

DATE: 5/9/11

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 5/18/11

ITEM: Donation from Simas PTC for Kindergarten Zoo Trip for \$3000 and Savemart Shares program for \$151.07

PURPOSE: Kindergarten Study Trip and instructional supplies

FISCAL IMPACT: \$3151.07

RECOMMENDATIONS: accept donations

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HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Board of Trustees

FROM: Dr. Paul J. Terry

DATE: April 27, 2011

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: **May 18, 2011**

ITEM: Consider request to accept donation of \$2,500 from the HESD Educational Foundation.

PURPOSE: To support educational programs and learning opportunities through the 2010-2011 Teacher Grant Program.

FISCAL IMPACT: \$2,500.00

RECOMMENDATIONS: Accept donation.

HANFORD ELEMENTARY SCHOOL DISTRICT

Agenda Request Form

TO: Dr. Paul J. Terry
FROM: Nancy White
DATE: May 10, 2011
FOR: (X) Board Meeting
() Superintendent's Cabinet
FOR: (X) Information
() Action

Date you wish to have your item considered: May 18, 2011

ITEM:

Receive the following revised Board Policies and Administrative Regulations for information: BP/AR 3100 – Budget
BP/AR 3460 – Financial Reports and Accountability

PURPOSE:

The GASB Accounting Standards Board has issued Statement 54 (GASB 54) – Fund Balance Reporting and Government Fund Type Definitions that alters the categories and terminology used to describe the components that compose school district fund balances. These changes will improve the clarity and usefulness of fund balance information presented in the financial statements. The revisions in these Board Policies and Administrative Regulations incorporate both the requirements of GASB 54 along with an overall update as provided by CSBA – GAMUT.

FISCAL IMPACT:

None

RECOMMENDATION:

Review for information.

Business and Noninstructional Operations

BP 3100(a)

BUDGET

The Governing Board recognizes its critical responsibility for adopting a sound budget for each fiscal year which is aligned with the district's vision, goals, and priorities. The district budget shall guide administrative decisions and actions throughout the year and shall serve as a tool for monitoring the fiscal health of the district.

(cf. 0000 - Vision)

(cf. 3000 - Concepts and Roles)

(cf. 3300 - Expenditures and Purchases)

(cf. 3460 - Financial Reports and Accountability)

(cf. 9000 - Role of the Board)

The district budget shall show a complete plan and itemized statement of all proposed expenditures and all estimated revenues for the following fiscal year, together with a comparison of revenues and expenditures for the current fiscal year. The budget shall also include the appropriations limit and the total annual appropriations subject to limitation as determined pursuant to Government Code 7900-7914. (Education Code 42122)

Budget Development and Adoption Process

The Superintendent or designee shall establish an annual budget development process and calendar in accordance with the single budget adoption process described in Education Code 42127(i). He/she shall annually notify the County Superintendent of Schools of the district's decision to use the single budget adoption process in the subsequent year.

In order to provide guidance in the development of the budget, the Board shall annually establish budget priorities based on identified district needs and goals and on realistic projections of available funds.

The Superintendent or designee shall oversee the preparation of a proposed district budget for approval by the Board and shall involve appropriate staff in the development of budget projections.

The Board encourages public input in the budget development process and shall hold public hearings and meetings in accordance with Education Code 42103 and 42127.

(cf. 9320 - Meetings and Notices)

(cf. 9322 - Agenda/Meeting Materials)

(cf. 9323 - Meeting Conduct)

The budget that is formally adopted by the Board shall be in the format prescribed by the Superintendent of Public Instruction. The Superintendent or designee may supplement this

BP 3100(b)

BUDGET (continued)

format with additional information as necessary to effectively communicate the budget to the Board, staff, and public.

Budget Committee

The Superintendent or designee may appoint a budget committee composed of staff, Board representatives, and Union representatives.

The committee shall be presented information regarding the proposed budget. All recommendations of the committee shall be advisory only and shall not be binding on the Board or the Superintendent or designee.

(cf. 1220 - Citizen Advisory Committees)
(cf. 2230 - Representative and Deliberative Groups)
(cf. 3350 - Travel Expenses)
(cf. 9130 - Board Committees)
(cf. 9140 - Board Representatives)

Budget Criteria and Standards

In developing the district budget, the Superintendent or designee shall analyze criteria and standards adopted by the State Board of Education which address estimation of funded average daily attendance (ADA), projected enrollment, ratio of ADA to enrollment, projected revenue limit, salaries and benefits, other revenues and expenditures, facilities maintenance, deficit spending, fund balance, and reserves. The budget review shall also identify supplemental information regarding contingent liabilities, use of one-time revenues for ongoing expenditures, use of ongoing revenues for one-time expenditures, contingent revenues, contributions, long-term commitments, unfunded liabilities, and the status of labor agreements. (Education Code 33127, 33128, 33129; 5 CCR 15440-15451)

The Board shall establish and maintain a general fund reserve for economic uncertainty that meets or exceeds the minimum 3% required by law. (Education Code 33128.3; 5 CCR 15450)

The Board may establish other budget assumptions or parameters which may take into consideration the stability of funding sources, legal requirements and constraints on the use of funds, anticipated increases and/or decreases in the cost of services and supplies, categorical program requirements, and any other factors necessary to ensure that the budget is a realistic plan for district revenues and expenditures.

(cf. 2210 - Administrative Discretion Regarding Board Policy)
(cf. 3110 - Transfer of Funds)

BUDGET (continued)**Fund Balance Policy**

This Fund Balance Policy establishes the procedures for reporting unrestricted fund balance in the General Fund financial statements. Certain commitments and assignments of fund balance will help ensure that there will be adequate financial resources to protect the District against unforeseen circumstances and events such as revenue shortfalls and unanticipated expenditures. The policy also authorizes and directs the Chief Business Official to prepare financial reports which accurately categorize fund balance as per Government Accounting Standards Board (GASB) Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions.

Fund balance is essentially the difference between the assets and liabilities reported in a governmental fund. There are five separate components of fund balance, each of which identifies the extent to which the District is bound to honor constraints on the specific purpose for which amounts can be spent.

- **Nonspendable Fund Balance** (inherently nonspendable)
- **Restricted Fund Balance** (externally enforceable limitations on use)
- **Committed Fund Balance** (self-imposed limitations on use)
- **Assigned Fund Balance** (limitation resulting from intended use)
- **Unassigned Fund Balance** (residual net resources)

The first two components listed above are not addressed in this policy due to the nature of their restrictions. An example of nonspendable fund balance is inventory. Restricted fund balance is either imposed by law or constrained by grantors, contributors, or laws or regulations of other governments. This policy is focused on the financial reporting of unrestricted fund balance, or the last three components listed above. These three components are further defined below.

1. **Committed Fund Balance** - The Governing Board, as the District's highest level of decision-making authority, may commit fund balance for specific purposes pursuant to constraints imposed by formal actions taken during the interim report adoption. These committed amounts cannot be used for any other purpose unless the Governing Board removes or changes the specific use through the same type of formal action taken to establish the commitment. Governing Board action to commit fund balance needs to occur within the fiscal reporting period, no later than June 30th; however, the *amount* can be determined subsequent to June 30th but prior to the submission of the SACS Unaudited Actual Financial Reports.

This policy does hereby commit all Unassigned Fund Balances in the following fund for the identified purposes:

Fund 1400 Deferred Maintenance Fund – Committed for the purpose of deferred maintenance expenditures.

BP 3100(d)

BUDGET (continued)

2. **Assigned Fund Balance** - Amounts that are constrained by the District's intent to be used for specific purposes, but are neither restricted nor committed, should be reported as assigned fund balance. This policy hereby delegates the authority to assign amounts to be used for specific purposes to the Superintendent or the Assistant Superintendent, Fiscal Services for the purpose of reporting these amounts in the annual financial statements.
3. **Unassigned Fund Balance** - These are residual positive net resources of the general fund in excess of what can properly be classified in one of the other four categories. There are some reserves that do not meet the requirements of the fore mentioned components of fund balance. For financial statement reporting purposes these reserves are included in unassigned fund balance. This includes a Reserve for Economic Uncertainty. The District will maintain an economic uncertainty reserve of at least 3% of total General Fund operating expenditures (including other financing). The primary purpose of this reserve is to avoid the need for service level reductions in the event of an economic downturn causes revenues to come in lower than budget. This reserve may be increased from time to time in order to address specific anticipated revenue shortfalls (state actions, etc.).
4. **Fund Balance Classification** - The District considers restricted fund balances to have been spent first when an expenditure is incurred for the purposes for which both restricted and unrestricted fund balance is available. Similarly, when an expenditure is incurred for purposes for which amounts in any of the unrestricted classifications of fund balance could be used, the District considers committed amounts to be reduced first, followed by assigned amounts and then unassigned amounts.

This policy is in place to provide a measure of protection for the District against unforeseen circumstances and to comply with GASB Statement No. 54. No other policy or procedure supersedes the authority and provisions of this policy.

5. **Minimum Fund Balance** - The Minimum Fund Balance is intended to address the minimum fund balance in the general fund by establishing an appropriate level of unrestricted fund balance that will be maintained in the general fund.

The Board reserves the authority to review and amend this policy as needed to reflect changing circumstances and district needs.

The District is committed to maintaining a prudent level of financial resources to protect against the need to reduce service levels because of temporary revenue shortfalls or unpredicted expenditures. The District's Minimum Fund Balance requires a Reserve for Economic Uncertainties consisting of unassigned amounts and consistent with the Criteria and Standards for fiscal solvency adopted by the State Board of Education. The

BUDGET (continued)

District maintains a Reserve for Economic Uncertainties to safeguard the District's financial stability. The Board intends to maintain a minimum Unassigned Reserve for Economic Uncertainties of 3% of the District's general fund annual operating expenditures.

Long-Term Financial Obligations

The district's current-year budget and multi-year projections shall include adequate provisions for addressing the district's long-term financial obligations, including, but not limited to, long-term obligations resulting from collective bargaining agreements, financing of facilities projects, unfunded or future liability for retiree benefits, and accrued workers' compensation claims.

(cf. 4141/4241 - Collective Bargaining Agreement)

(cf. 4143/4243 - Negotiations/Consultation)

(cf. 4154/4254/4354 - Health and Welfare Benefits)

(cf. 7210 - Facilities Financing)

(cf. 9250 - Remuneration, Reimbursement and Other Benefits)

The Board shall approve a plan for meeting the district's long-term obligations to fund nonpension, other postemployment benefits (OPEBs). Currently, the district pays premiums as they fall due ("pay-as-you-go"). The Board reserves the authority to review and amend the funding strategy as necessary to ensure that it continues to serve the best interests of the district and maintains flexibility to adjust for changing budgetary considerations.

When the Superintendent or designee presents a report to the Board on the estimated accrued but unfunded cost of OPEBs, the Board shall disclose, as a separate agenda item at the same meeting, whether or not it will reserve a sufficient amount of money in its budget to fund the present value of the benefits of existing retirees and/or the future cost of employees who are eligible for benefits in the current fiscal year. (Education Code 42140)

Budget Amendments

Whenever revenues and expenditures change significantly throughout the year, the Superintendent or designee shall recommend budget amendments to ensure accurate projections of the district's net ending balance. When final figures for the prior-year budget are available, this information shall be used as soon as possible to update the current-year budget's beginning balance and projected revenues and expenditures.

In addition, budget amendments shall be submitted for Board approval when the state budget is adopted, collective bargaining agreements are accepted, district income declines, increased revenues or unanticipated savings are made available to the district, program proposals are

BP 3100(f)

BUDGET (continued)

significantly different from those approved during budget adoption, interfund transfers are needed to meet actual program expenditures, and/or other significant changes occur that impact budget projections.

*Legal Reference:*EDUCATION CODE

1240 Duties of county superintendent of schools
 33127-33131 Standards and criteria for local budgets and expenditures
 35035 Powers and duties of superintendent
 35161 Powers and duties, generally, of governing boards
 42103 Public hearing on proposed budget; requirements for content of proposed budget
 42122-42129 Budget requirements
 42130-42134 Financial certifications
 42140-42141 Disclosure of fiscal obligations
 42602 Use of unbudgeted funds
 42605 Tier 3 categorical flexibility
 42610 Appropriation of excess funds and limitation thereon
 44518-44519.2 Chief business officer training program
 45253 Annual budget of personnel commission
 45254 First year budget of personnel commission

GOVERNMENT CODE

7900-7914 Appropriations limit

CODE OF REGULATIONS, TITLE 5

15060 Standardized account code structure
 15440-15451 Criteria and standards for school district budgets

*Management Resources:*CSBA PUBLICATIONS

Maximizing School Board Governance: Budget Planning and Adoption, 2006
 Maximizing School Board Governance: Understanding District Budgets, 2006
 School Finance CD-ROM, 2005

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Accounting Manual

FISCAL CRISIS AND MANAGEMENT ASSISTANCE TEAM PUBLICATIONS

Fiscal Oversight Guide for AB 1200, AB 2756 and Subsequent Related Legislation, September 2006

GOVERNMENT FINANCE OFFICERS ASSOCIATION

Best Practice: Appropriate Level of Unrestricted Fund Balance in the General Fund, 2009

BUDGET (continued)**GOVERNMENTAL ACCOUNTING STANDARDS BOARD STATEMENTS**

Statement 54, Fund Balance Reporting and Governmental Fund Type Definitions, March 2009

Statement 45, Accounting and Financial Reporting by Employers for Post-employment Benefits Other Than Pensions, June 2004

Statement 34, Basic Financial Statements and Management's Discussion and Analysis - For State and Local Governments, June 1999

WEB SITES

CSBA: <http://www.csba.org>

Association of California School Administrators: <http://www.acsa.org>

California Department of Education, Finance and Grants: <http://www.cde.ca.gov/fg>

California Department of Finance: <http://www.dof.ca.gov>

Fiscal Crisis and Management Assistance Team: <http://www.fcmat.org>

Government Finance Officers Association: <http://www.gfoa.org>

Governmental Accounting Standards Board: <http://www.gasb.org>

Legislative Analyst's Office: <http://www.lao.ca.gov>

School Services of California, Inc.: <http://www.sscal.com>

Policy

Adopted: May 16, 2001

Revised: ___/___/___

HANFORD ELEMENTARY SCHOOL DISTRICT

Hanford, California

Business and Noninstructional Operations

BP 3100

BUDGET

The Board of Trustees accepts responsibility for adopting a sound budget that is compatible with the district's vision and goals. The Board shall establish and maintain a reserve that meets or exceeds the requirements of law.

(cf. 3300 - Expenditures/Expending Authority)

The Board encourages public input in the budget development process and shall hold public hearings in accordance with law.

A budget committee under the direction of the Superintendent or designee shall review budget proposals prior to budget adoption by the Board. This committee shall be composed of two Board members, staff appointed by the Superintendent and two employee representatives from each union.

*Legal Reference:*EDUCATION CODE

1620-1630 County office of education budget approval

33127 Development of standards and criteria for local budgets and expenditures

33128 Standards and criteria

33129 Standards and criteria; use by local agencies

35035 Powers and duties of superintendent

35161 Powers and duties, generally, of Board of Trustees

42103 Public hearing on proposed budget; requirements for content of proposed budget; publication of notice of hearing

42122-42129 Budget requirements

42132 Resolutions identifying estimated appropriations limit

42602 Use of unbudgeted funds

42610 Appropriation of excess funds and limitation thereon

44518-44519.2 Chief business officer training

45253 Annual budget of personnel commission

45254 First year budget of personnel commission

GOVERNMENT CODE

7900-7914 Expenditure limitations

CODE OF REGULATIONS, TITLE 5

15440-15452 Criteria and standards for school district budgets

15467-15479 Criteria and standards for county office of education budgets

*Management Resources:*CDE MANAGEMENT ADVISORIES

0203/92 Implementation of AB 1200, 92-03

Policy

adopted: May 16, 2001

HANFORD ELEMENTARY SCHOOL DISTRICT

Hanford, California

Business and Noninstructional Operations

AR 3100(a)

BUDGET**Budget Committee**

Membership of the district's budget committee may include representatives of each of the following groups:

1. Governing Board members, provided that less than a majority of the Board serves on the committee
(cf. 9140 - Board Representatives)
2. District and school site administrators
3. Representatives of bargaining units
4. Certificated and/or classified staff
5. Parents/guardians
6. Representatives of the business community and/or other community members
7. Students

(cf. 1220 - Citizen Advisory Committees)

(cf. 2230 - Representative and Deliberative Groups)

(cf. 9130 - Board Committees)

The committee's duties may include, but not necessarily be limited to comments regarding information presented on the proposed budget.

(cf. 3350 - Travel Expenses)

Initial Budget Adoption

On or before July 1 of each year, the Board shall adopt a budget which adheres to the state's standardized account code structure (SACS) as prescribed by the Superintendent of Public Instruction (SPI). (Education Code 42126, 42127)

Before adopting the district budget for the subsequent fiscal year, the Board shall hold a public hearing. The agenda for this hearing shall be posted at least 72 hours before the hearing and shall indicate the location where the budget may be inspected. The proposed budget shall be available for public inspection at least three working days before this hearing. (Education Code 42103, 42127)

AR 3100(b)

BUDGET (continued)*(cf. 9320 - Meetings and Notices)**(cf. 9322 - Agenda/Meeting Materials)*

The Superintendent or designee shall notify the County Superintendent of Schools of the location, dates, and times at which the proposed budget may be inspected, as well as the location, date, and time of the public hearing, in sufficient time for the County Superintendent to publish such information in a newspaper of general circulation at least 10 days but not more than 45 days before the hearing.

During the hearing, any district resident may speak to the proposed budget or to any item in the budget. The hearing may conclude when all residents who have requested to be heard have had the opportunity to speak. (Education Code 42103)

(cf. 9323 - Meeting Conduct)

The Superintendent or designee shall file the adopted budget with the County Superintendent no later than five days after adoption or by July 1, whichever occurs first. The budget and supporting data shall be maintained and made available for public review. (Education Code 42127)

*(cf. 1340 - Access to District Records)***Revised Budget**

No later than 45 days after the Governor signs the annual Budget Act, the Superintendent or designee shall make available for public review any revisions in budgeted revenues and expenditures which are consequently necessary. (Education Code 42127)

If the County Superintendent disapproves the district's budget, the Board shall review and respond to his/her recommendations at a public meeting on or before September 8. The response shall include any revisions to the adopted budget and any other proposed actions to be taken as a result of those recommendations. (Education Code 42127)

The revised budget and supporting data shall be maintained and made available for public review. (Education Code 42127)

Budget Review Committee for Disapproved Budgets

If the district's revised budget is disapproved by the County Superintendent, the budget shall be reviewed by a budget review committee, unless the Board and County Superintendent agree to waive the requirement and the California Department of Education accepts the waiver. (Education Code 42127)

BUDGET (continued)

This committee shall consist of either: (Education Code 42127.1, 42127.2)

1. Three persons selected by the Board from a list of candidates provided by the SPI, who shall be selected within five working days after receiving the list of candidates
2. A regional review committee convened by the County Superintendent with the approval of the Board

If the budget review committee recommends disapproval of the district budget, the Board may submit a response no later than five working days after receipt of the committee's report. The response may include any revisions to the adopted final budget and any other proposed actions to be taken as a result of the committee's recommendations. (Education Code 42127.3)

If the SPI disapproves the district budget after reviewing the committee's report and the district's response, the Board shall consult with the County Superintendent as he/she develops and adopts, by November 30, a fiscal plan and budget that will allow the district to meet its financial obligations. For the current fiscal year, the district shall operate in accordance with the budget adopted by the County Superintendent. (Education Code 42127.3)

Until the district receives approval of its budget, it shall continue to operate either on the basis of the prior year's budget or on the basis of the current year's unapproved budget as adopted and revised by the Board, whichever budget contains a lower total spending authority. (Education Code 42127.4)

Regulation
Approved: May 16, 2001
Revised: __/__/__

HANFORD ELEMENTARY SCHOOL DISTRICT
Hanford, California

Business and Noninstructional Operations

AR 3100

BUDGET

The district budget shall be prepared annually from the best possible estimates that individual schools and district administrative staff can provide. Appropriate consolidation shall occur as the budget progresses through the various levels of review.

The district budget shall be developed in accordance with standards and criteria for fiscal accountability adopted by the State Board of Education. (Education Code 33129)

(cf. 3460 - Financial Reports and Accountability)

Before adopting the budget, the Board of Trustees shall hold a public hearing. The proposed budget shall be available for public inspection at least three working days before this hearing. (Education Code 42103, 42127)

An agenda for this hearing shall be posted at least 72 hours before the hearing and shall indicate the location where the budget may be inspected. (Education Code 42127)

Any district resident may appear at the public hearing and speak to the proposed budget or any item on the budget. The hearing may conclude when all residents who so desire have had the opportunity to be heard. (Education Code 42103) Sufficient time shall be allowed so that the budget can still be adopted by July 1.

(cf. 9320 - Meetings and Notices)

(cf. 9323 - Meeting Conduct)

The Superintendent or designee shall file the adopted budget with the County Superintendent no later than five days after adoption or by July 1, whichever occurs first. The budget and supporting data shall be maintained and made available for public review. (Education Code 42127)

No later than 45 days after the Governor signs the annual Budget Act, the Superintendent or designee shall make available for public review any revisions in budgeted revenues and expenditures which are consequently necessary. (Education Code 42127)

If the County Superintendent disapproves the district's budget, the Board shall review and respond to his/her recommendations at a public meeting on or before September 8. (Education Code 42127)

Regulation

approved: May 16, 2001

HANFORD ELEMENTARY SCHOOL DISTRICT

Hanford, California

Business and Noninstructional Operations

BP 3460(a)

FINANCIAL REPORTS AND ACCOUNTABILITY

The Governing Board is committed to ensuring the fiscal health of the district and providing public accountability. The Board shall adopt sound fiscal policies, oversee the district's financial condition, and continually evaluate whether the district's budget and financial operations support the district's goals for student achievement.

(cf. 3100 - Budget)

(cf. 3110 - Transfer of Funds)

(cf. 3300 - Expenditures and Purchases)

(cf. 3430 - Investing)

(cf. 4143/4243 - Negotiations/Consultation)

(cf. 9000 - Role of the Board)

The Superintendent or designee shall provide the Board with financial reports throughout the year in accordance with law and as otherwise requested by the Board.

The Superintendent or designee shall ensure that all financial reports are prepared in accordance with law and in conformity with generally accepted accounting principles and financial reporting standards stipulated by the Governmental Accounting Standards Board and the California Department of Education. He/she shall establish a system of ongoing internal controls to ensure the reliability of financial reporting.

(cf. 3400 - Management of District Assets/Accounts)

Based on financial reports provided by the Superintendent or designee and in accordance with law and administrative regulation, the Board shall:

1. Approve and file an annual statement of the district's receipts and expenditures for the preceding fiscal year (Education Code 42100)
2. Adopt a resolution identifying the district's estimated appropriations limit for the current fiscal year and the actual appropriations limit for the preceding fiscal year (Education Code 42132; Government Code 7910)
3. Approve interim fiscal reports and certify whether the district will be able to meet its fiscal obligations for the remainder of the fiscal year and two subsequent fiscal years (Education Code 42130, 42131)
4. Provide for an annual audit, select an independent auditor, and review the audit report (Education Code 41020, 41020.3)

The independent auditor shall present the audit report to the Board at a public meeting and the

BP 3460(b)

FINANCIAL REPORTS AND ACCOUNTABILITY (continued)

Board shall have an opportunity to ask questions of the auditor and request further information about the audit findings.

The Board shall regularly communicate the district's financial position to the public and shall use financial reports to determine what actions and budget amendments, if any, are needed to ensure the district's financial stability.

If district conditions predict fiscal distress or indicate that the district might not be able to meet its fiscal obligations, the Board and Superintendent or designee shall act quickly to identify and resolve these conditions. The Board shall work cooperatively with the County Superintendent of Schools to improve the district's fiscal health and may contract with an external individual or organization to advise the district on fiscal matters.

*Legal Reference:***EDUCATION CODE**

- 1240 Duties of County superintendent of schools*
- 14500-14508 Financial and compliance audits*
- 17150 Public disclosure of non-voter-approved debt*
- 17170-17199.5 California School Finance Authority*
- 33127 Standards and criteria for local budgets and expenditures*
- 33128 Standards and criteria; inclusions*
- 33129 Standards and criteria; use by local agencies*
- 35035 Powers and duties of superintendent*
- 41010-41023 Accounting system*
- 41326 Emergency apportionment*
- 41344 Repayment of apportionment significant audit exceptions*
- 41344.1 Appeals of audit findings*
- 41455 Examination of financial problems of local districts*
- 42100-42105 Requirement to prepare and file annual statement*
- 42120-42129 Budget requirements*
- 42130-42134 Financial reports and certifications*
- 42140-42142 Public disclosure of fiscal obligations*
- 42637 County Superintendent review of district's financial and budgetary conditions*
- 42652 Revocation or suspension of warrant authority*
- 48300-48316 Student attendance alternatives*

GOVERNMENT CODE

- 3540.2 School district; qualified or negative certification; proposed agreement review and comment*
- 7900-7914 Appropriations limit*

FINANCIAL REPORTS AND ACCOUNTABILITY (continued)

16429.1 *Local agency investment fund*

53646 *Reports of investment policy and compliance*

CODE OF REGULATIONS, TITLE 5

15060 *Standardized account code structure*

15070 *Submission of reports using standardized account code structure*

15440-15451 *Criteria and standards for school district budgets*

15453-15464 *Criteria and standards for school district interim reports*

19810-19816.1 *Audits*

Management Resources:

CSBA PUBLICATIONS

Maximizing School Board Governance: Fiscal Accountability, 2006

CALIFORNIA DEPARTMENT OF EDUCATION COMMUNICATIONS

New Financial Reporting Requirements for Postemployment Benefits Other than Pensions, February 26, 2007

1208.00 *Audit Resolution Process: Repayment Plans*

FISCAL CRISIS AND MANAGEMENT ASSISTANCE TEAM PUBLICATIONS

Fiscal Oversight Guide for AB 1200, AB 2756 and Subsequent Related Legislation, September 2006

GOVERNMENTAL ACCOUNTING STANDARDS BOARD STATEMENTS

Statement 54, Fund Balance Reporting and Governmental Fund Type Definitions, March 2009

Statement 45, Accounting and Financial Reporting by Employers for Post-employment Benefits Other Than Pensions, June 2004

Statement 34, Basic Financial Statements and Management's Discussion and Analysis - For State and Local Governments, June 1999

U.S. GENERAL ACCOUNTING OFFICE AND PRESIDENT'S COUNCIL ON INTEGRITY AND EFFICIENCY (PCIE) PUBLICATIONS

Financial Audit Manual, revised 2003

U.S. OFFICE OF MANAGEMENT AND BUDGET CIRCULARS

A-133 Audits of States, Local Governments, and Non-Profit Organizations

STATE CONTROLLER PUBLICATIONS

Standards and Procedures for Audits of California K-12 Local Educational Agencies (annual publication)

WEB SITES

CSBA: <http://www.csba.org>

California Association of School Business Officials: <http://www.casbo.org>

California County Superintendents Educational Services Association: <http://www.ccsesa.org>

California Department of Education, Finance and Grants: <http://www.cde.ca.gov/fg>

Education Audit Appeals Panel: <http://www.eaap.ca.gov>

Fiscal Crisis and Management Assistance Team: <http://www.fcmat.org>

Governmental Accounting Standards Board: <http://www.gasb.org>

School Services of California: <http://www.sscal.com>

BP 3460(d)

FINANCIAL REPORTS AND ACCOUNTABILITY (continued)*State Controller's Office: <http://www.sco.ca.gov>**U.S. Government Accounting Office: <http://www.gao.gov>**U.S. Office of Management and Budget: <http://www.whitehouse.gov/omb>*

Policy
Adopted: May 16, 2001
Revised: __/__/__

HANFORD ELEMENTARY SCHOOL DISTRICT
Hanford, California

Business and Noninstructional Operations

BP 3460

FINANCIAL REPORTS AND ACCOUNTABILITY

The Board of Trustees is committed to ensuring accountability to the public for the fiscal health of the district. The Board shall adopt sound fiscal policies and oversee the district's financial condition. The Superintendent or designee shall regularly keep the Board informed about the district's finances and shall submit timely reports so that the Board can take appropriate action to ensure the district's financial stability. The Superintendent or designee may recommend amendments to the district's budgeted revenues and expenditures as may be necessary to maintain a balanced budget.

(cf. 3020 - Fiscal Policy Team)

(cf. 3100 - Budget)

(cf. 3300 - Expenditures/Expending Authority)

(cf. 3430 - Investing)

(cf. 9000 - Role of the Board)

*Legal Reference:*EDUCATION CODE

17150 Public disclosure of non-voter-approved debt

33127 Standards and criteria for local budgets and expenditures

33128 Standards and criteria; inclusions

33129 Standards and criteria; use by local agencies

35035 Powers and duties of superintendent

41010 Accounting system

41020 Requirement for annual audit by county superintendent of schools

41450 Assistance and guidance to local offices of education

41455 Examination of financial problems of local districts

42100 Requirement to prepare and file annual statement

42127.6 School district operations monitoring; financial obligation nonpayment

42130-42134 Financial reports and certifications

42140-42142 Public disclosure of fiscal obligations

42647 Drawing of warrants by district on county treasurer; form of warrant; application and approval

GOVERNMENT CODE

3540.2 School district; qualified or negative certification; proposed agreement review and comment

16429.1 Local agency investment fund

53646 Reports of investment policy and compliance

CODE OF REGULATIONS, TITLE 5

15453-15466 Criteria and Standards for School District Interim Reports

15480-15493 Criteria and Standards for County Office of Education Reports

Business and Noninstructional Operations

AR 3460(a)

FINANCIAL REPORTS AND ACCOUNTABILITY**Unaudited Actual Receipts and Expenditures**

The Superintendent or designee shall prepare a statement of all unaudited actual receipts and expenditures of the district for the preceding fiscal year, using the state's standardized account code structure (SACS) as prescribed by the Superintendent of Public Instruction (SPI). On or before September 15, the Governing Board shall approve this statement and file it with the County Superintendent of Schools. (Education Code 42100)

Gann Appropriations Limit Resolution

The Board shall adopt a resolution on or before September 15 of each year to identify, pursuant to Government Code 7900-7914, the estimated appropriations limit for the district for the current fiscal year and the actual appropriations limit of the district during the preceding year. Documentation used to identify these limits shall be made available to the public on the day of the Board meeting. (Education Code 42132; Government Code 7910)

Interim Reports

The Superintendent or designee shall submit two interim fiscal reports to the Board, the first report covering the district's financial and budgetary status for the period ending October 31 and the second report covering the period ending January 31. The reports and supporting data shall be made available by the district for public review. (Education Code 42130)

(cf. 1340 - Access to District Records)

Each interim report shall include an assessment of the district budget as revised to reflect current information regarding the adopted state budget, district property tax revenues, if any, and ending balances for the preceding fiscal year. The report shall be based on criteria and standards adopted by the State Board of Education (SBE) which address fund and cash balances, reserves, deficit spending, estimation of average daily attendance (ADA), projected enrollment, ratio of ADA to enrollment, projected revenue limit, salaries and benefits, other revenues and expenditures, and facilities maintenance. The report shall also provide supplemental information regarding contingent liabilities, use of one-time revenues for ongoing expenditures, contingent revenues, contributions, long-term commitments, unfunded liabilities, temporary interfund borrowings, the status of labor agreements, and the status of other funds. (Education Code 33128.3, 42130, 42131; 5 CCR 15453-15466)

Within 45 days after the close of the period reported, the Board shall approve the interim fiscal report and certify, on the basis of the interim report and any additional financial information known by the Board to exist at the time of certification, whether the district is able to meet its financial obligations for the remainder of the fiscal year and, based on current forecasts, for the

FINANCIAL REPORTS AND ACCOUNTABILITY (continued)

subsequent fiscal year. The certification shall be classified as one of the following: (Education Code 42130, 42131)

1. "Positive certification" indicating that the district will meet its financial obligations for the current fiscal year and two subsequent fiscal years
2. "Qualified certification" indicating that the district may not meet its financial obligations for the current fiscal year or two subsequent fiscal years
3. "Negative certification" indicating that the district will be unable to meet its financial obligations for the remainder of the fiscal year or the subsequent fiscal year

The Superintendent or designee shall submit a copy of the interim report and certification to the County Superintendent using the state's SACS software, as prescribed by the SPI. (Education Code 42130, 42131)

If the district submits a positive certification that is subsequently changed by the County Superintendent to a qualified or negative certification, the district may appeal the decision to the SPI within five days of receiving the notice of change. (Education Code 42131)

Whenever the district receives a qualified or negative certification as determined by the Board or the County Superintendent, the Superintendent or designee shall cooperate in the implementation of any remedial actions taken by the County Superintendent under the authority granted to him/her pursuant to Education Code 42131.

Whenever the County Superintendent conducts a comprehensive review of the district's financial and budgetary conditions after determining that the district's budget does not comply with SBE-adopted criteria and standards for fiscal stability, the Board shall review the County Superintendent's recommendations at a public Board meeting. Within 15 days of receiving the report, the district shall notify the County Superintendent and the SPI of its proposed actions on the recommendations. (Education Code 42637)

If the second interim report of the fiscal year is accompanied by a qualified or negative certification as determined by the Board or the County Superintendent, the Superintendent or designee shall, no later than June 1, provide to the County Superintendent, the State Controller, and the SPI a financial statement that reports data for the period ending April 30 and projects the district's fund and cash balances as of June 30. (Education Code 42131)

Audit Report

By April 1 of each year, the Board shall provide for an audit of the district's books and accounts or the County Superintendent shall make arrangements to provide for that audit. (Education Code 41020)

AR 3460(c)

FINANCIAL REPORTS AND ACCOUNTABILITY (continued)

The Superintendent or designee shall establish a timetable for the completion and review of the audit within the deadlines established by law.

To conduct the audit, the Board shall select a certified public accountant or public accountant licensed by the State Board of Accountancy from among those deemed qualified by the State Controller. (Education Code 41020, 41020.5)

The Board shall not select any public accounting firm to provide audit services if the lead or coordinating audit partner having primary responsibility for the audit, or the audit partner responsible for reviewing the audit, has performed audit services for the district in each of the six previous fiscal years. (Education Code 41020)

While a public accounting firm is performing the audit of the district, it shall not provide any nonauditing, management, or other consulting services for the district except as provided in Government Accounting Standards, Amendment #3, published by the U.S. Government Accounting Office. (Education Code 41020)

The audit shall include an audit of income and expenditures by source of funds for all funds of the district, including the student body and cafeteria funds and accounts and any other funds under the control or jurisdiction of the district, as well as an audit of student attendance procedures. (Education Code 41020)

(cf. 3430 - Investing)

(cf. 3451 - Petty Cash Funds)

(cf. 3452 - Student Activity Funds)

(cf. 3551 - Food Service Operations/Cafeteria Fund)

If the district participates in the school district of choice program to accept interdistrict transfers, the Superintendent or designee shall notify the auditor, prior to the commencement of the audit, that the audit must include a review of the district's compliance with specified program requirements. (Education Code 48301)

(cf. 5117 - Interdistrict Attendance)

The Superintendent or designee shall cooperate with the auditor to provide the necessary financial records and to ensure that the audit report contains all information required by law and the Governmental Accounting Standards Board (GASB).

By January 31 of each year, the Board shall review, at an open meeting, the annual district audit for the prior year, any audit exceptions identified in that audit, the recommendations or findings of any management letter issued by the auditor, and any description of correction or plans to correct any exceptions or any issue raised in a management letter. (Education Code 41020.3)

FINANCIAL REPORTS AND ACCOUNTABILITY (continued)

(cf. 9322 - Agenda/Meeting Materials)

No later than December 15, the Superintendent or designee shall file the report of the audit for the preceding fiscal year with the County Superintendent, the California Department of Education, and the State Controller. (Education Code 41020)

If an audit finding results in the district being required to repay an apportionment or pay a penalty, the district may appeal the finding to the Education Audit Appeals Panel by making an informal, summary appeal within 30 days of receiving the final audit report or initiating a formal appeal within 60 days of receiving the report. (Education Code 41344, 41344.1)

Fund Balance

In accordance with GASB Statement 54, external financial reports shall report fund balances in the general fund within the following classifications based on the relative strength of constraints placed on the purposes for which resources can be used:

1. Nonspendable fund balance, including amounts that are not expected to be converted to cash, such as resources that are not in a spendable form or are legally or contractually required to be maintained intact
2. Restricted fund balance, including amounts constrained to specific purposes by their providers or by law
3. Committed fund balance, including amounts constrained to specific purposes by the Board
4. Assigned fund balance, including amounts which the Board or its designee intends to use for a specific purpose
5. Unassigned fund balance, including amounts that are available for any purpose

Negative Balance Report

Whenever the district reports a negative unrestricted fund balance or a negative cash balance in its annual budget or annual audit report, it shall include in the budget a statement that identifies the reasons for the negative unrestricted fund balance or negative cash balance and the steps that have been taken to ensure that the negative balance will not occur at the end of the current fiscal year. (Education Code 42127.5)

AR 3460(e)

FINANCIAL REPORTS AND ACCOUNTABILITY (continued)**Non-Voter-Approved Debt Report**

Upon approval by the Board to proceed with the issuance of revenue bonds or any agreement for financing school construction pursuant to Education Code 17170-17199.5, the Superintendent or designee shall notify the County Superintendent and the county auditor. The Superintendent or designee shall provide the Board, the county auditor, the County Superintendent, and the public with related repayment schedules and evidence of the district's ability to repay the obligation. (Education Code 17150)

When the Board is considering the issuance of certificates of participation and other debt instruments that are secured by real property and do not require the approval of the voters of the district, the Superintendent or designee shall provide notice to the County Superintendent and county auditor no later than 30 days before the Board's approval to proceed with issuance. The Superintendent or designee shall provide the Board, the county auditor, the County Superintendent, and the public with information necessary to assess the anticipated effect of the debt issuance, including related repayment schedules, evidence of the district's ability to repay the obligation, and the issuance costs. (Education Code 17150.1)

Other Postemployment Benefits Report (GASB 45)

In accordance with GASB Statement 45, the district's financial statements shall report the annual expense of nonpension other postemployment benefits (OPEBs) on an accrual basis over retirees' active working lifetime, as determined by a qualified actuary procured by the Superintendent or designee. To the extent that these OPEBs are not prefunded, the district shall report a liability on its financial statements.

(cf. 4154/4254/4354 - Health and Welfare Benefits)

(cf. 9250 - Remuneration, Reimbursement and Other Benefits)

The Superintendent or designee shall annually present the estimated accrued but unfunded cost of OPEBs and the actuarial report upon which those costs are based at a public meeting of the Board. (Education Code 42140)

The amount of the district's financial obligation for OPEBs shall be reevaluated every two or three years in accordance with GASB 45 depending on the number of members in the OPEB plan.

Workers' Compensation Claims Report

The Superintendent or designee shall annually provide the Board, at a public meeting, information and related actuarial reports showing the estimated accrued but unfunded cost of workers' compensation claims. The estimate of costs shall be based on an actuarial report

FINANCIAL REPORTS AND ACCOUNTABILITY (continued)

completed at least every three years by a qualified actuary. (Education Code 42141)

Regulation
Approved: May 16, 2001
Revised: __/__/__

HANFORD ELEMENTARY SCHOOL DISTRICT
Hanford, California

Business and Noninstructional Operations

AR 3460(a)

FINANCIAL REPORTS AND ACCOUNTABILITY**Interim Reports**

The Superintendent or designee shall submit two interim fiscal reports to the Board of Trustees, the first report covering the district's financial and budgetary status for the period ending October 31 and the second report covering the period ending January 31. The reports and supporting data shall also be made available by the district for public review. (Education Code 35035, 42130)

(cf. 1340 - Access to District Records)

Within 45 days after the close of the period reported, the Board shall assess these reports of the district's financial condition on the basis of criteria adopted by the State Board of Education and on current information regarding the adopted state budget, district property tax revenues if any, and ending balances for the preceding year. The Board shall approve the fiscal reports and send the County Superintendent of Schools these reports and its certification of the district's financial status based on current projections, in accordance with the following: (Education Code 42131)

1. A "positive certification" will indicate that the district will meet its financial obligations for the current fiscal year and subsequent two fiscal years.
2. A "qualified certification" will indicate that the district may not meet its financial obligations for the current fiscal year or two subsequent fiscal years.
3. A "negative certification" will indicate that the district will be unable to meet its financial obligations for the remainder of the fiscal year or the subsequent fiscal year.

Qualified or negative certifications shall also be sent to the Superintendent of Public Instruction and State Controller, together with a copy of the fiscal report and a completed transmittal form provided by the Superintendent of Public Instruction. (Education Code 42131)

If the Board files a qualified or negative certification for the second report of the fiscal year, or if its second report is classified as qualified or negative by the County Superintendent of Schools, the Superintendent or designee shall provide to the County Superintendent of Schools, the Controller, and the Superintendent of Public Instruction, no later than June 1, a financial statement that reports data for the period ending April 30 and projects the district's fund and cash balances as of June 30. (Education Code 42131)

FINANCIAL REPORTS AND ACCOUNTABILITY (continued)**Annual Financial Report**

On a form prescribed by the Superintendent of Public Instruction, the Superintendent or designee shall prepare a statement of all receipts and expenditures of the district for the preceding fiscal year. On or before September 15, the Board shall approve this statement and file it with the County Superintendent of Schools. (Education Code 42100)

Appropriations Limit Report

The Board shall adopt a resolution by September 30 of each year to identify the estimated appropriations limit for the district for the current fiscal year and the actual appropriations limit of the district during the preceding year. Documentation used to identify these limits shall be made available to the public on the day of the meeting. (Education Code 42132)

(cf. 1340 - Access to District Records)

Non-Voter-Approved Debt Report

Whenever the Board approves the issuance of certificates of participation or revenue bonds, the Superintendent or designee shall notify the County Superintendent of Schools and the county auditor. The Superintendent or designee shall provide the Board, the county auditor, the County Superintendent of Schools and the public with related repayment schedules and evidence of the district's ability to repay the obligation. Within 15 days, the County Superintendent and county auditor may comment publicly to the Board regarding the district's capability to repay the debt. (Education Code 17150)

Accrued Benefits and Claims Report

The Superintendent or designee shall annually provide the Board, at a public meeting, information and related actuarial reports showing the estimated accrued but unfunded cost of workers' compensation claims and health and welfare benefits for retired employees after they turn 65. Costs shall be reported whether the district is responsible individually or as a member of a joint powers agency. The Board shall disclose, as a separate agenda item, whether or not it will reserve in the budget sufficient amounts to fund the present value of the workers' compensation claims or if it is otherwise decreasing the amount in its workers' compensation reserve fund. The Board shall also disclose, as a separate agenda item, whether or not it will reserve in the budget sufficient amounts to fund the present value of the above benefits for existing retirees or the future cost of employees eligible for benefits in the current fiscal year, or both. The Board shall annually certify to the County Superintendent of Schools the amount, if any, that it has decided to reserve in the budget for any of these costs. The Board shall submit to the County Superintendent any budget revisions that may be necessary to account for this budget reserve. (Education Code 42140, 42141)

HANFORD ELEMENTARY SCHOOL DISTRICT

Agenda Request Form

TO: Dr. Paul J. Terry

FROM: Nancy White

DATE: May 10, 2011

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

FOR: (X) Information
() Action

Date you wish to have your item considered: May 18, 2011

ITEM:

Receive the following revised Board Policy and Administrative Regulation for information: BP/AR 3553 – Free and Reduced Price Meals

PURPOSE:

This Board Policy and Administrative Regulation is being revised in accordance with CSBA – GAMUT sample policies and regulations. In addition, the prices for standard and adult full pay lunches are proposed for an increase as follows:

	<u>Current</u>	<u>Proposed</u>
Student Lunch	\$1.10	\$1.15
Adult Lunch	\$1.70	\$2.00

These increases are the first since 1995 and are proposed at this time due to a directive from the National School Lunch program that requires us to gradually increase the paid lunch price until the revenue per lunch matches the difference between the cost of the meal and the federal reimbursement rate.

FISCAL IMPACT:

The paid lunch price increase will generate approximately \$6,000 in additional revenue to the Cafeteria Fund.

RECOMMENDATION:

Review for information.

Business and Noninstructional Operations

BP 3553(a)

FREE AND REDUCED PRICE MEALS

The Governing Board recognizes that adequate nutrition is essential to the development, health, and learning of all students. The Superintendent or designee shall facilitate and encourage the participation of students from low-income families in the district's food service program.

(cf. 3551 - Food Service Operations/Cafeteria Fund)

(cf. 3552 - Summer Meal Program)

(cf. 5030 - Student Wellness)

(cf. 5148 - Child Care and Development)

(cf. 5148.2 - Before/After School Programs)

(cf. 6177 - Summer School)

The district shall provide at least one nutritionally adequate meal each school day, free of charge or at a reduced price, for students whose families meet federal eligibility criteria. (Education Code 49550, 49552)

The Superintendent or designee shall ensure that meals provided through the free and reduced-price meals program meet applicable state and/or federal nutritional standards in accordance with law, Board policy, and administrative regulation.

(cf. 3550 - Food Service/Child Nutrition Program)

The Board shall approve, and shall submit to the California Department of Education for approval, a plan that ensures that students eligible to receive free or reduced-price meals and milk are not treated differently from other students. (Education Code 49557)

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 3555 - Nutrition Program Compliance)

(cf. 5145.3 - Nondiscrimination/Harassment)

Confidentiality/Release of Records

All applications and records related to eligibility for the free and reduced-price meals program shall be confidential except as provided by law. (Education Code 49558)

If a student transfers from the district to another district or to a private school, the Superintendent or designee may release the student's eligibility status or a copy of his/her free and reduced-price meal application to the other district or school to assist in the continuation of the student's meal benefits.

The Board authorizes designated employees to use individual records pertaining to student eligibility for the free and reduced-price meals program for the purposes of: (Education Code 49558)

BP 3553(b)

FREE AND REDUCED PRICE MEALS (continued)

1. Disaggregation of academic achievement data
2. In any school identified as a Title I program improvement school pursuant to 20 USC 6316, identification of students eligible for school choice and supplemental educational services

(cf. 0520.2 - *Title I Program Improvement Schools*)
 (cf. 5125 - *Student Records*)
 (cf. 6162.51 - *Standardized Testing and Reporting Program*)
 (cf. 6171 - *Title I Programs*)

The Board further authorizes the release of information on the school lunch program application to the local agency that determines Medi-Cal program eligibility, provided that the student is approved for free meals and the parent/guardian consents to the sharing of information in accordance with Education Code 49557.2.

(cf. 5141.6 - *School Health Services*)

*Legal Reference:*EDUCATION CODE

48980 Notice at beginning of term
 49430-49436 Pupil Nutrition, Health, and Achievement Act of 2001
 49490-49494 School breakfast and lunch programs
 49500-49505 School meals
 49510-49520 Nutrition
 49530-49536 Child Nutrition Act of 1974
 49547-49548.3 Comprehensive nutrition service
 49550-49562 Meals for needy students

CODE OF REGULATIONS, TITLE 5

15510 Mandatory meals for needy students
 15530-15535 Nutrition education
 15550-15565 School lunch and breakfast programs

UNITED STATES CODE, TITLE 20

1232g Federal Educational Rights and Privacy Act
 6301-6514 Title I programs

UNITED STATES CODE, TITLE 42

1751-1769j School lunch program
 1771-1791 Child nutrition, especially:
 1773 School breakfast program

FREE AND REDUCED PRICE MEALS (continued)CODE OF FEDERAL REGULATIONS, TITLE 7210.1-210.31 *National School Lunch Program*220.10-220.21 *National School Breakfast Program*245.1-245.13 *Determination of eligibility for free and reduced-price meals and free milk**Management Resources:*CSBA PUBLICATIONS*Monitoring for Success: Student Wellness Policy Implementation Monitoring Report and Guide, 2007**Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. April 2006*CALIFORNIA DEPARTMENT OF EDUCATION MANAGEMENT BULLETINS*USDA-SNP-07-2010 Change in Free and Reduced-Price Meal Application Approval Process, September 2010**NSD-SNP-12-2010 Clarification Regarding the Ability to Share Student Meal Program Eligibility Information Between School Food Authorities, April 2010**04-103 Implementation of Final Rule on Verification of Applications for Free and Reduced-Price Meals, August 2004**98-101 Confidentiality of Free and Reduced-Price Eligibility Information, February 1998*CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS*Feed More Kids, Improve Program Participation**Direct Certification Implementation Checklist, May 2008*U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS*Eligibility Manual for School Meals: Federal Policy for Determining and Verifying Eligibility, January 2008**Provision 2 Guidance: National School Lunch and School Breakfast Programs, Summer 2002*WEB SITES*CSBA: <http://www.csba.org>**California Department of Education, Nutrition Services Division: <http://www.cde.ca.gov/ls/nu>**California Healthy Kids Resource Center: <http://www.californiahealthykids.org>**California Project LEAN (Leaders Encouraging Activity and Nutrition):**<http://www.californiaprojectlean.org>**U.S. Department of Agriculture, Food and Nutrition Service: <http://www.fns.usda.gov/cnd>*

Policy

Approved: November 18, 1998

Reviewed: May 16, 2001

Revised: December 8, 2006

Revised: ___/___/___

HANFORD ELEMENTARY SCHOOL DISTRICT

Hanford, California

Business and Noninstructional Operations

BP 3553(a)

FREE AND REDUCED PRICE MEALS

The district's plan for students receiving free or reduced price meals shall set forth the following conditions: (Education Code 49557)

1. The names of the students shall not be published, posted or announced in any manner, or used for any other purpose other than the National School Lunch and School Breakfast Programs, unless provided by law.
2. There shall be no overt identification of any of the students by the use of special tokens or tickets or by any other means.
3. The students shall not be required to work for their meals or milk.
4. The students shall not be required to use a separate dining area, go through a separate entrance, or consume their meals or milk at a different time.
5. When more than one lunch, breakfast or type of milk is offered, the students shall have the same choice of meals or milk as is available to those students who pay the full price.

This plan shall be submitted to the California Department of Education for approval. (Education Code 49557)

Applications and Records

An application form for free or reduced price meals shall be distributed to all parents/guardians at the beginning of each school year, together with information about eligibility standards, application procedures and appeal procedures. This form and information shall also be provided whenever a new student is enrolled. (Education Code 49520, 48980)

(cf. 5145.6 - Parental Notifications)

Applications for free or reduced price meal programs shall be available to students at all times during the regular school day and shall contain the following statements: (Education Code 49557)

1. Applications for free or reduced price meals may be submitted at any time during a school day.
2. Children participating in the National School Lunch and School Breakfast Programs will not be overtly identified by the use of special tokens, special tickets, special serving lines, separate entrances, separate dining areas, or by any other means.

FREE AND REDUCED PRICE MEALS (continued)

All applications and records related to eligibility for the free or reduced price meal program shall be confidential. They shall be open to examination only for purposes of this program or for any investigation, prosecution, or criminal or civil proceeding conducted in connection with the administration of any free and reduced price meal program. (Education Code 49558)

The Board of Trustees designates the following district employees to use individual records pertaining to student participation in the free or reduced price meal program solely for the purpose of desegregation of academic achievement data and for the identification of students in any program improvement school eligible for supplemental educational services:

1. Director of Program Evaluation
2. Child Welfare and Attendance

In using these records for that purpose, the following conditions shall be satisfied: (Education Code 49558)

1. No individual indicators of participation in the free or reduced price meal program shall be maintained in the permanent records of any students if not otherwise allowed by law.

(cf. 5125 - Student Records)

2. Information regarding individual student participation in the free or reduced price meal program shall not be publicly released.

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

3. All other confidentiality provisions required by law shall be met.
4. Information collected regarding individual students certified to participate in the free or reduced price meal program shall be destroyed when no longer needed for its intended purpose.

Regulation
approved: November 18, 1998
reviewed: May 16, 2001
revised: December 8, 2006

HANFORD ELEMENTARY SCHOOL DISTRICT
Hanford, California

Business and Noninstructional Operations

AR 3553(a)

FREE AND REDUCED PRICE MEALS**Applications**

The Superintendent or designee shall ensure that the district's application form for free and reduced-price meals and related materials include the statements specified in Education Code 49557 and 7 CFR 245.5. In addition, the application packet may include the notifications and information listed in Education Code 49557.2.

The application form and related information shall be distributed to all parents/guardians at the beginning of each school year and shall be available to students at all times during the school day. (Education Code 48980, 49520; 42 USC 1758; 7 CFR 245.5)

(*cf.* 3550 - *Food Service/Child Nutrition Program*)
 (*cf.* 3551 - *Food Service Operations/Cafeteria Fund*)
 (*cf.* 3552 - *Summer Meal Program*)
 (*cf.* 5145.6 - *Parental Notifications*)

The form and information shall also be provided whenever a new student is enrolled.

At the beginning of each school year, the Superintendent or designee shall send a public release, containing the same information supplied to parents/guardians and including eligibility criteria, to local media, the local unemployment office, and any major employers in the district attendance area contemplating large layoffs. Copies of the public release shall be made available upon request to any interested person. (7 CFR 245.5)

(*cf.* 1112 - *Media Relations*)

Eligibility

The Superintendent or designee shall determine students' eligibility for the free and reduced-price meals program based on the criteria specified in 42 USC 1758 and 1773 and 7 CFR 245.1-245.13 and made available by the California Department of Education.

When authorized by law, participants in other federal or state programs may be directly certified, without further application, for enrollment in the free and reduced-price meals program. (Education Code 49561; 42 USC 1758)

(*cf.* 6173 - *Education for Homeless Children*)
 (*cf.* 6173.1 - *Education for Foster Youth*)
 (*cf.* 6175 - *Migrant Education Program*)

FREE AND REDUCED PRICE MEALS (continued)**Verification of Eligibility**

Not later than November 15 of each year, the Superintendent or designee shall verify the eligibility of a sample of household applications approved for the school year in accordance with the sample sizes and procedures specified in 42 USC 1758 and 7 CFR 245.6a. (42 USC 1758; 7 CFR 245.6a)

If the review indicates that the initial eligibility determination is correct, the Superintendent or designee shall verify the approved household application. If the review indicates that the initial eligibility determination is incorrect, the Superintendent or designee shall: (42 USC 1758; 7 CFR 245.6a)

1. If the eligibility status changes from reduced price to free, make the increased benefits immediately available and notify the household of the change in benefits
2. If the eligibility status changes from free to reduced price, first verify the application, then notify the household of the correct eligibility status, and, when required by law, send a notice of adverse action as described below
3. If the eligibility status changes from free or reduced price to paid, send the household a notice of adverse action as described below

If any household is to receive a reduction or termination of benefits as a result of verification activities, or if the household fails to cooperate with verification efforts, the Superintendent or designee shall reduce or terminate benefits, as applicable, and shall properly document and retain on file in the district the reasons for ineligibility. He/she also shall send a notice of adverse action to any household that is to receive a reduction or termination of benefits. Such notice shall be provided 10 days prior to the actual reduction or termination of benefits. The notice shall advise the household of: (7 CFR 245.6a)

1. The change and the reasons for the change
2. The right to appeal, when the appeal must be filed to ensure continued benefits while awaiting a hearing and decision, and instructions on how to appeal
3. The right to reapply at any time during the school year

Confidentiality/Release of Records

The Superintendent designates the following district employee(s) to use individual records pertaining to student participation in the free and reduced-price meals program for the purpose of disaggregation of academic achievement data or for the identification of students in any program

AR 3553(c)

FREE AND REDUCED PRICE MEALS (continued)

improvement school eligible for school choice and supplemental educational services pursuant to 20 USC 6316: Director Program Evaluation

In using the records for such purposes, the following conditions shall be satisfied: (Education Code 49558)

1. No individual indicators of participation in the free and reduced-price meals program shall be maintained in the permanent records of any student if not otherwise allowed by law.

(cf. 5125 - Student Records)

2. Information regarding individual student participation in the free and reduced-price meals program shall not be publicly released.

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

3. All other confidentiality provisions required by law shall be met.
4. Information collected regarding individual students certified to participate in the free and reduced-price meals program shall be destroyed when no longer needed for its intended purpose.

Nondiscrimination Plan

The district's plan for students receiving free or reduced-price meals shall ensure the following: (Education Code 49557; 42 USC 1758)

1. The names of the students shall not be published, posted, or announced in any manner, or used for any purpose other than the National School Lunch and School Breakfast Programs, unless otherwise provided by law.
2. There shall be no overt identification of any of the students by the use of special tokens or tickets or by any other means.
3. The students shall not be required to work for their meals or for milk.
4. The students shall not be required to use a separate dining area, go through a separate serving line or entrance, or consume their meals or milk at a different time.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

FREE AND REDUCED PRICE MEALS (continued)

(cf. 3555 - Nutrition Program Compliance)

When more than one lunch, breakfast, or type of milk is offered, the students shall have the same choice of meals or milk as is available to those students who pay the full price. (Education Code 49557; 7 CFR 245.8)

Prices

The maximum price that shall be charged to eligible students for reduced-price meals shall be 40 cents for lunch and 30 cents for breakfast. (42 USC 1758, 1773)

Regulation
Approved: November 18, 1998
Reviewed: May 16, 2001
Revised: __/__/__

HANFORD ELEMENTARY SCHOOL DISTRICT
Hanford, CA

Business and Noninstructional Operations

AR 3553(a)

FREE AND REDUCED PRICE MEALS

The district's plan for students receiving free or reduced price meals shall set forth the following conditions: (Education Code 49557)

1. The names of the students shall not be published, posted or announced in any manner, or used for any other purpose other than the National School Lunch and School Breakfast Programs.
2. There shall be no overt identification of any of the students by the use of special tokens or tickets or by any other means.
3. The students shall not be required to work for their meals or milk.
4. The students shall not be required to use a separate dining area, go through a separate entrance, or consume their meals or milk at a different time.
5. When more than one lunch, breakfast or type of milk is offered, the students shall have the same choice of meals or milk as is available to those students who pay the full price.

This plan shall be submitted to the California Department of Education for approval. (Education Code 49557)

Applications and Records

An application form for free or reduced price meals shall be distributed to all parents/guardians at the beginning of each school year, together with information about eligibility standards, application procedures and appeal procedures. This form and information shall also be provided whenever a new student is enrolled. (Education Code 49520, 48980)

(cf. 5145.6 - Parental Notifications)

Applications for free or reduced price meal programs shall be available to students at all times during the regular school day and shall contain the following statements: (Education Code 49557)

1. Applications for free or reduced price meals may be submitted at any time during a school day.
2. Children participating in the National School Lunch and School Breakfast Programs will not be overtly identified by the use of special tokens, special tickets, special serving lines, separate entrances, separate dining areas, or by any other means.

FREE AND REDUCED PRICE MEALS (continued)

All applications and records related to eligibility for the free or reduced price meal program shall be confidential. They shall be open to examination only for purposes of this program or for any investigation, prosecution, or criminal or civil proceeding conducted in connection with the administration of any free and reduced price meal program. (Education Code 49558)

The Board of Trustees designates the following district employees to use individual records pertaining to student participation in the free or reduced price meal program solely for the purpose of desegregation of academic achievement data:

1. Director of Program Evaluation
2. Child Welfare and Attendance

In using these records for that purpose, the following conditions shall be satisfied: (Education Code 49558)

1. No individual indicators of participation in the free or reduced price meal program shall be maintained in the permanent records of any students if not otherwise allowed by law.

(cf. 5125 - Student Records)

2. Information regarding individual student participation in the free or reduced price meal program shall not be publicly released.

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

3. All other confidentiality provisions required by law shall be met.

Regulation
approved: November 18, 1998
reviewed: May 16, 2001

HANFORD ELEMENTARY SCHOOL DISTRICT
Hanford, California

Business and Noninstructional Operations

E 3553

CAFETERIA PRICES

The prices for cafeteria meals, by Board adoption, shall be as follows:

Lunch Program (Effective July 1, 2011)

Student Lunch	\$1.15
Reduced Price Lunch	\$.40
Student Milk Only	\$.30
Adult Lunch without Milk	\$2.00
Adult Milk Only	\$.30

Breakfast Program (Effective July 1, 2011)

Student Breakfast	\$.60
Reduced Price Breakfast	\$.30
Adult Breakfast	\$1.10

Business and Noninstructional Operations

E 3553

CAFETERIA PRICES

The prices for cafeteria meals, by Board adoption, shall be as follows:

Lunch Program: (Effective July 1, 1995)

Student Lunch \$1.10

Reduced Price Lunch \$.40

Student Milk Only \$.30

Adult Lunch Without Milk \$1.70

Adult Milk Only \$.30

Breakfast Program: (Effective July 1, 1995)

Student Breakfast \$.60

Reduced Price Breakfast \$.30

Adult Breakfast \$1.10

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Board of Trustees

FROM: Paul J. Terry, Ed. D.

DATE: May 9, 2011

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: May 18, 2011.

ITEM: Consider approval of Agreement for Technology Services
with Kings County Office of Education.

PURPOSE:

FISCAL IMPACT:

RECOMMENDATION: Approve.

1 AGREEMENT FOR
2 TECHNOLOGY SERVICES

3 THIS AGREEMENT is made and entered into this 30th day of June, 2011 by and between the Kings
4 County Office of Education, hereinafter called "SUPERINTENDENT," and the

5 ARMONA UNION ELEMENTARY SCHOOL DISTRICT

6 CENTRAL UNION ELEMENTARY SCHOOL DISTRICT

7 CORCORAN JOINT UNIFIED SCHOOL DISTRICT

8 HANFORD ELEMENTARY SCHOOL DISTRICT

9 HANFORD JOINT UNION HIGH SCHOOL DISTRICT

10 ISLAND UNION ELEMENTARY SCHOOL DISTRICT

11 KINGS RIVER-HARDWICK UNION ELEMENTARY SCHOOL DISTRICT

12 KIT CARSON UNION ELEMENTARY SCHOOL DISTRICT

13 LAKESIDE UNION ELEMENTARY SCHOOL DISTRICT

14 LEMOORE UNION ELEMENTARY SCHOOL DISTRICT

15 LEMOORE UNION HIGH SCHOOL DISTRICT

16 PIONEER UNION ELEMENTARY SCHOOL DISTRICT

17 REEF-SUNSET UNIFIED SCHOOL DISTRICT,

18 Hereinafter referred to individually and collectively as "SCHOOL DISTRICTS."

19 WITNESSETH

20
21 WHEREAS, the Superintendent has the information technology systems to support each School
22 District, hereinafter referred to as "SYSTEM", and

23 WHEREAS, the Superintendent is capable of operating and maintaining the System, and

24 WHEREAS, the Superintendent and the School Districts desire to continue the
25 relationship between them for the System,

1 NOW THEREFORE BE IT AGREED by and between the Superintendent and the School Districts,
2 as follows:

3 1. The Superintendent will lease-purchase and/or purchase necessary equipment and related items to
4 be used for the services provided under this Agreement.

5 The Superintendent will obtain application software, supplies and provide maintenance, improvements
6 and training, and other products that are reasonable and necessary to the operation of a System, located in
7 the Office of the Superintendent for the benefit of the undersigned School Districts and the
8 Superintendent.

9 2. Each School District shall be responsible for obtaining, at its own expense, such computers,
10 printers, network access and all other equipment, supplies and training as each School District determines
11 is necessary or desirable for interfacing and communicating from the School District to the
12 Superintendent and the System.

13 3. If requested to do so, the Superintendent shall consult with and advise each School District
14 concerning acquisition of appropriate equipment and shall assist the School District in obtaining
15 appropriate training for such equipment.

16 4. If a proposed new software program or system is desired by one or more School Districts, but not
17 by all member School Districts, or if one or more School Districts desire to add software that will have a
18 special use and application to them, but not to all member School Districts, such School Districts and the
19 Superintendent may enter into a separate agreement for the addition of such new programs or systems as
20 all costs for such new programs or systems are to be paid by the requesting School District and not affect
21 the cost to member districts.

22 5. The Superintendent shall insure the System against risk, loss or damage in an amount sufficient to
23 repair or replace such System equipment. The cost of said insurance shall be considered a cost of
24 operation, and shall be included as a budgeted item each fiscal year of this Agreement. If Systems
25

1 additions are acquired during the term of this Agreement, the insurance coverage shall be increased in an
2 amount sufficient to fully insure the System equipment.

3 6. There is hereby established a fifteen (15) member users group committee. The committee shall
4 consist of one member from each of the thirteen (13) School Districts, said members to be appointed to
5 the committee by each School District Superintendent. Two (2) members shall be appointed from the
6 County Office of Education, one (1) of which shall be appointed to the committee by the County
7 Superintendent of Schools. The final member of the committee shall be designated by the Information
8 Technology department administrator. The responsibilities of the users group committee shall consist of
9 the following:

- 10 (a) Establish a priority list and ranking;
- 11 (b) Establish a list of Systems modifications, and upgrades;
- 12 (c) Establish a list of other needs;
- 13 (d) Relate the above items to the Information Systems department administrator.

14
15 8. The Superintendent and the School Districts shall establish a seven (7) member Support Services
16 Advisory Committee. The committee shall consist of five (5) School District Superintendents, appointed
17 to serve on the committee by the thirteen (13) member School District Superintendents. One member
18 shall be the County Superintendent of Schools and one member shall be the Information Technology
19 department administrator. The responsibilities of the Support Services Advisory Committee shall include
20 the following:

- 21 (a) Review and make recommendations for the approval of an operating budget for each fiscal
22 year;
- 23 (b) Review and make recommendations as appropriate for billing member School Districts for
24 excess costs at the end of each fiscal year;

- 1 (c) Review and make recommendations for the disposition of excess funds at the end of each
2 fiscal year, including but not limited to, the establishment of a designated reserve;
- 3 (d) Review and make recommendations regarding the purchase of new equipment, software and
4 other System upgrades, including but not limited to those items recommended and/or
5 requested by the Users Group Committee and presented to the Support Services Committee
6 by the Information Technology department administrator;
- 7 (e) Review and recommend staffing;
- 8 (f) Establish a research committee as needed;
- 9 (g) Meet at least two (2) times per year, and call other special meetings as necessary and
10 appropriate;
- 11 (h) Make reports, as appropriate, to the Superintendent and the member School Districts.
12

13 9. The Superintendent will maintain appropriate records of the operating cost of the System. The
14 Superintendent has the option of charging the System direct and indirect costs as are appropriate as
15 outlined in the California Schools Accounting Manual. The indirect rate charged to the system will be
16 calculated as follows:

- 17 (a) The rate used will be the state approved indirect rate for the Superintendent not to exceed ten
18 percent {10%}. For the purposes of the Agreement the Superintendent contribution reduces
19 the operational expenses.
20

21 10. Beginning in fiscal year 2011/2012 and for the duration of this Agreement, the costs of operating
22 and maintaining the System shall be borne by the Superintendent and the School Districts as follows:
23

- 24 (a) The Superintendent shall contribute the sum of One Hundred Seventy Five Thousand
25 Dollars and No Cents {\$175,000}, hereinafter called "BASE CONTRIBUTION", for the

2011/2012 fiscal year and will continue each year thereafter provided, however; that in the event the rate per ADA should fall below \$11.00, as calculated in subparagraph 10 (b), the Superintendent's contribution shall be decreased by the same percentage that the rate decreases below \$11.00, and

(b) The Superintendent and the School Districts shall contribute an amount per ADA to be determined as follows:

(1) The rate per ADA shall be determined by dividing the current year total operating budget, less the Base Contribution of the Superintendent, by the prior year P-2 ADA from the Attendance Summary Report as produced by the Superintendent. For the purposes of the Agreement the ADA is to include Pre-Kindergarten through Adult, unduplicated ADA, excluding Independent Charter School ADA. Independent Charter Schools will be billed separately for their use of the System. If an Independent Charter School does not pay for their use of the system the unpaid portion will be added to the cost of the District that authorized the charter school.

(2) The Superintendent and the School Districts will be billed for the annual cost in January of each fiscal year for the term of the Agreement.

11. The operating costs of the System may increase or decrease during any given fiscal year. In the event thereof, the following shall apply:

(a) If operating costs increase, the School Districts shall pay a prorated share of the increased costs at the end of the budget year. The Superintendent shall inform the School District as soon as possible within the budget year of the increase but no later than 60 days upon a

determination that operating costs have increased. The amount will be determined based on the formula in item 10. (b) (1), above;

(b) If operating costs decrease during the budget year, the excess funds may be returned to the School Districts at the end of the budget year. The amount to be returned will be determined based on the formula in item 10. (b) (1), above, or with the unanimous approval of the Superintendent and School Districts, a designated reserve may be established with the excess funds.

12. This agreement is personal to the School Districts and the Superintendent, and may not be assigned, in whole or in part, to any other person, firm, corporation, entity or agency, public or private, without the unanimous consent in writing of all the parties hereto.

This agreement shall commence on July 1, 2011, and continue on a yearly basis with annual review by the District Superintendents and the Kings County Superintendent of Schools. Any School District may withdraw from this Agreement, but any such withdrawal will not operate to decrease or relieve the withdrawing School District from any obligation under this Agreement. The withdrawing School District shall continue to pay its share of cost for the entire fiscal year in which the withdrawal is made. This Agreement may be executed in counterpart, each part of counterpart being an exact duplicate of all other parts or counterparts. All parts or counterparts shall be considered as constituting one complete original agreement.

ARMONA UNION ELEMENTARY SCHOOL DISTRICT

BY: _____ DATE: _____

CENTRAL UNION ELEMENTARY SCHOOL DISTRICT

BY: _____ DATE: _____

CORCORAN UNIFIED SCHOOL DISTRICT

BY: _____ DATE: _____

HANFORD ELEMENTARY SCHOOL DISTRICT

BY: _____ DATE: _____

HANFORD JOINT UNION HIGH SCHOOL DISTRICT

BY: _____ DATE: _____

ISLAND UNION ELEMENTARY SCHOOL DISTRICT

BY: _____ DATE: _____

KINGS RIVER-HARDWICK UNION ELEMENTARY SCHOOL DISTRICT

BY: _____ DATE: _____

KIT CARSON UNION ELEMENTARY SCHOOL DISTRICT

BY: _____ DATE: _____

LAKESIDE UNION ELEMENTARY SCHOOL DISTRICT

BY: _____ DATE: _____

LEMOORE ELEMENTARY SCHOOL DISTRICT

BY: _____ DATE: _____

LEMOORE UNION HIGH SCHOOL DISTRICT

BY: _____ DATE: _____

PIONEER UNION ELEMENTARY SCHOOL DISTRICT

BY: _____ DATE: _____

REEF-SUNSET UNIFIED SCHOOL DISTRICT

BY: _____ DATE: _____

KINGS COUNTY OFFICE OF EDUCATION

BY: _____ DATE: _____

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Dr. Paul J. Terry

FROM: Joy Gabler 

DATE: 05/06/11

FOR: ☒ Board Meeting
☐ Superintendent's CabinetFOR: ☐ Information
☒ Action

Date you wish to have your item considered: 05/18/11

ITEM: Consider renewal of License Agreement with Intel-Assess, Inc.**PURPOSE:** Contract with Intel-Assess, Inc. for the 2011 - 2012 school year to revise, refine and further develop the HESD standards-based benchmarks in English Language Arts and Mathematics for grades 2 - 8.**FISCAL IMPACT:** \$12,678 to be paid from Title I Funds

Account Number: 0100-3010-0-1110-1000-580000-005-0000

RECOMMENDATIONS: Approve

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Dr. Paul J. Terry

FROM: Karen McConnell *Km*

DATE: 5/6/2011

FOR: ☒ Board Meeting
☐ Superintendent's CabinetFOR: ☐ Information
☒ Action

Date you wish to have your item considered: May 18, 2011

ITEM: Request approval of the SELPA Local Plan Revisions

PURPOSE: The 2011 Kings County SELPA Local Plan consists of previously written policies; revisions of some policies; and new policies to reflect current practice and to ensure alignment with Federal and State requirements. Revisions and additions to the Local Plan were made and brought for review and recommendations to Advisory Council and Finance Committee in April 2011 and to the Governance Council in May 2011. The Governance Council adopted the document for submission to each governing board. The governing board of each district that participates in the Kings County SELPA joins with the county office to submit a local plan to the (state) superintendent as per Education Code 56195.1(c).

The Local Plan is a living document which can be revised at any time. In the future, policies will be updated as needed and submitted for approval at that time, in lieu of a four year rewrite.

FISCAL IMPACT: None**RECOMMENDATIONS:** Approve

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Dr. Paul J. Terry

FROM: Karen McConnell 

DATE: 5/2/2011

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: June 15, 2011

ITEM: Request approval to use Alternative Billing Consultants to process billing submissions for Local Education Agency (LEA) services.

PURPOSE: As was done in 2010-11, Alternative Billing Consultants would process and submit Hanford Elementary School District's medical billing through Local Education Agency (LEA). For approximately fourteen years, the District has participated in a program 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 as a means of obtaining additional federal funds. Reimbursement is given for services already being provided to students.

FISCAL IMPACT: \$1500 annual fee and an additional \$1.25 per claimable submission.

RECOMMENDATIONS: Approve

ALTERNATIVE BILLING CONSULTANTS, LLC

SERVICE AGREEMENT

THIS AGREEMENT is made and effective as of July 1, 2011 (the "**Effective Date**") by and between Alternative Billing Consultants, LLC, a California limited liability company ("**ABC**") and Hanford Elementary School District ("**Client**"), with reference to the following facts:

A. ABC provides consulting services to clients regarding the Local Educational Agency Medi-Cal Billing Option program (the "**LEA Program**") to assist those clients in obtaining federal cost reimbursements from the California Department of Health Services (CDHS).

B. Client is in need of assistance and advice with respect to the administration of the LEA Program and therefore wishes to engage ABC.

THEREFORE, in consideration of the foregoing Recitals and the mutual terms and conditions set forth below, the parties agree as follows:

1. ABC Services. Subject to the terms and conditions of this Agreement, ABC shall provide the services to Client described on the attached Exhibit A, which is incorporated herein by this reference. All of ABC's services to Client shall be coordinated by ABC through the Coordinator (defined below).

2. Client Responsibilities. Client shall have the following responsibilities and obligations:

(a) Client shall designate a LEA Program coordinator (the "**Coordinator**") who shall work directly with ABC regarding the program, provide ABC with all information necessary for ABC to render the services described in this Agreement, and otherwise act as the liaison between Client and ABC, including arranging meetings and training sessions. The Coordinator shall, among other things, work with ABC to schedule times and locations of meetings and trainings if such trainings are to be provided by ABC under this Agreement.

(b) Client shall provide ABC, in a timely and professional manner, with all information, financial statements and other data requested by ABC relating to the LEA Program or ABC's services under this Agreement, including financial information and prior activities of the Client under the LEA Program. Client understands that the LEA Program imposes strict deadlines on the preparation and submission of forms, reports and other materials, and that ABC will require adequate time to prepare those forms, reports and materials. Therefore, Client shall diligently and timely provide all information financial



statements and other data requested by ABC by the dates established by ABC in order for ABC to assist Client in meeting those deadlines.

(c) To the extent ABC's services must be performed on-site at Client's premises, Client shall provide ABC with (i) a suitable office or comparable work area in which ABC can perform its services, and (ii) all information necessary for ABC to timely and effectively perform under this Agreement. ABC shall provide its own materials, tools, computers and equipment to provide the services described on the attached Exhibit A.

3. Term. The term of this Agreement shall commence on the Effective Date and expire at 5:00 P.M. on June 30, 2012; provided, that this Agreement shall thereafter automatically renew for successive terms of 12 months each unless either party provides written notice to the other party not less than 60 days prior to the date this Agreement would otherwise automatically renew of its decision to cancel this Agreement as of the end of the then-current term or to request changes to the provisions hereof. In the event a party requests changes to the provisions of this Agreement, the parties shall negotiate in good faith regarding those provisions, provided that if no agreement on the negotiated provisions is reached prior to the end of the then-current term of this Agreement, this Agreement shall terminate at the end of such term. Following any termination of this Agreement other than as a result of a default by Client, ABC shall timely complete all claims submissions and reports related to the LEA Program for all billing documentation received from the Client prior to termination, and Client shall cooperate with ABC in connection therewith as set forth in Section 2 of this Agreement. Client acknowledges that the completion and submission of such claims, reports and other materials may take place over several months following a termination of this Agreement. ABC shall have no obligation to take any actions for or on behalf of Client following any termination resulting from a default by Client under this Agreement.

4. Compensation. In consideration of the services provided by ABC, Client shall pay ABC the amounts described on the attached Exhibit B.

5. Payment of Compensation. ABC shall issue invoices to Client as described on the attached Exhibit B, which Client shall pay within 30 days of receipt of each such invoice. Amounts not paid within such 30-day period shall accrue interest at the rate of 10% per annum.

6. Program Reimbursements. Upon request by ABC, ABC may examine during reasonable business hours Client's records regarding Client's LEA Program and its receipt of reimbursements or other payments thereunder, and ABC shall receive a copy of all related checks or other forms of remuneration regarding same.



7. Confidentiality. To the extent that any information provided by Client is not deemed by Client or California law to be public information, and Client or California law has designated such information as proprietary or confidential, ABC shall preserve and protect the confidentiality of the proprietary and confidential information of Client and the Medi-Cal eligible participants it serves, including without limitation statistical, financial and other data relating to the LEA Program and the identity of the Medi-Cal eligible participants served by Client. ABC shall not disclose or disseminate such information to any third party and shall not allow the inspection of such information, without the prior written consent of Client. Notwithstanding the foregoing, this Section 7 shall not apply to any information (i) now or later voluntarily disseminated by Client to the public or which otherwise becomes part of the public domain, (ii) required to be submitted to a governmental agency in connection with the LEA Program, (iii) ABC is required to release pursuant to the order of any court or governmental agency, or (iv) disclosed in connection with any litigation or regulatory proceeding, whether pursuant to a request from another party to such proceeding or in order for ABC to defend itself therein.

8. Independent Contractor. It is mutually understood and agreed that ABC's obligations to Client under this Agreement are those of an independent contractor, and not an employee, partner or joint venturer of Client. ABC shall use its own tools and materials to provide services to Client under this Agreement, and at all times shall otherwise maintain its status as an independent contractor. ABC shall not be eligible for any of Client's employee benefits, and Client shall have no duty or right to make any deduction or withholding from the compensation paid to ABC. ABC shall be responsible for, and shall pay, all state and federal income taxes due as a result of the payment to ABC of the amounts required by this Agreement, and neither ABC nor its employees, agents or subcontractors shall be covered under any FICA, SDI, workers' compensation, or similar laws as a result of this Agreement. ABC is not an agent of Client for any purpose and is not given authority to represent or obligate Client except as otherwise expressly provided herein or otherwise authorized by Client.

9. ABC Materials. Client understands that ABC will utilize its own materials and resources in order to provide services to Client under this Agreement, many of which are proprietary to ABC. All of ABC's materials and resources shall remain the sole and exclusive property of ABC, and shall not be used by Client under any circumstances while this Agreement is in effect or after its termination without the prior written consent of ABC.



10. Termination. Notwithstanding the provisions of Section 3 above, this Agreement may be terminated by either party hereto upon the occurrence of any of the following events:

(a) The material breach by the other party of any of the terms or covenants under this Agreement if the breaching party fails to cure such breach within 30 days after written notice of such breach is delivered to the breaching party; or

(b) A receiver is appointed for the other party, or such other party (i) is adjudged a bankrupt, (ii) commences or is subjected to any proceeding under the Bankruptcy Act that is not dismissed within 30 days of its commencement, or (iii) makes a general assignment for the benefit of creditors pursuant to California law; or

(c) The mutual written agreement of Client and ABC.

11. ABC May Accept Other Positions. Nothing in this Agreement shall be construed to restrict ABC's ability to perform services for any other person or entity or to engage in other business operations for ABC's own account. Client acknowledges that ABC may be engaged to provide services to and for companies engaged in businesses similar to or competitive with Client's, and agrees that ABC's activities in connection with such other companies will not materially interfere with ABC's ability to perform the services to be rendered to Client pursuant to this Agreement because such companies compete with Client.

12. Limitation of Liability. ABC's liability to Client for any breach or other claim by Client relating to this Agreement shall be limited to the maximum amount of compensation actually paid to ABC by Client during the then-current term of this Agreement. Under no circumstances shall ABC be liable to Client for any other amounts or damages, no matter how characterized (whether as actual damages, consequential damages, punitive damages, fines or otherwise), under this Agreement.

13. Mutual Hold Harmless. Each party to this Agreement shall have sole control over the activities required of it to be performed hereunder. Neither party, therefore, shall be liable for any suits, causes of action, claims, demands, actual damages, punitive damages, losses, costs, liabilities, interest, attorneys' fees or expenses of whatever kind and nature, in law or in equity ("**Claims**"), brought or asserted by any third party to recover for injuries or damages to such third party's person or property caused by the performance of this Agreement, or lack thereof, by the other party hereto, its servants, agents, and/or employees. In all such cases, each party hereby agrees to protect, defend and



save the other (i.e., the party not at fault) free and harmless from and against any and all Claims arising out of or resulting from any injury or damage, as outlined in this Section 13, caused by the party (or its affiliates) deemed to be at fault.

14. Time of the Essence. Time is of the essence in this Agreement and all the conditions, covenants, and restrictions herein contained. Any waiver of the timely performance of any term, condition or covenant hereof shall not be construed to be a waiver of the timely performance of the same or of any other term, condition or covenant when due.

15. Further Action. The parties agree to perform all further acts, and to execute, acknowledge, and deliver any documents that may be reasonably necessary, appropriate or desirable to carry out the purposes of this Agreement, including without limitation those required by the California Department of Health Services to authorize ABC to perform services to Client under this Agreement.

16. Assignment. Neither ABC nor Client shall assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

17. Notices. Any notice or other communication given under the terms of this Agreement shall be in writing and shall be given personally, by facsimile or by certified mail, postage prepaid and return receipt requested. Any notice shall be delivered or addressed to the parties at the addresses or facsimile numbers set forth below or at such other address or facsimile numbers as shall be designated by notice in writing in accordance with the terms of this Agreement. The date of receipt of the notice shall be the date of actual personal service or successful facsimile transmission, or three days after the postmark on certified mail. If notice is to be given to Client, it shall be given at the following addresses:

Hanford Elementary School District
PO Box 1067
Hanford, CA 93232
Facsimile: 559-585-2250

If notice is to be given to ABC, it shall be given at the following address:

Alternative Billing Consultants, LLC
32492 Road 168
Visalia, CA 93292
Facsimile: 559-798-6237



18. California Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue for any action brought to enforce or interpret this Agreement by either party hereto shall be in Tulare County, California.

19. Ambiguities. This Agreement shall not be construed against any party in the event of an ambiguity. The transactions contemplated herein have been negotiated at arms-length, between persons sophisticated and knowledgeable in the matters dealt with in this Agreement. In addition, each party has been advised of their right to representation, by experienced and knowledgeable legal counsel. Accordingly any rule of law or legal decision that requires interpretation of ambiguities against the party who has drafted it, is inapplicable and waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effectuate the intent and purposes of the parties to this Agreement.

20. Attorneys' Fees. In the event either party initiates legal action in order to interpret or enforce its rights under this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other its actual attorneys' fees and other costs incurred in connection therewith.

21. Amendment. No modification or amendment of this Agreement shall be binding unless in writing and executed by both ABC and Client.

22. Severability. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, void or unenforceable, such provision shall be deemed automatically reformed to be valid and enforceable to the maximum extent legally permissible, and the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

23. No Third Party Beneficiaries. This Agreement does not create, and shall not be construed to create, any rights enforceable by any party not executing this Agreement.

24. Authority. Each individual executing this Agreement represents and warrants that s/he has been duly authorized to execute this Agreement and that his/her signature will bind the party on whose behalf s/he has executed this Agreement.



25. Insurance. At all times while this Agreement is in effect, ABC shall maintain in effect general liability insurance with a minimum coverage of \$1,000,000 per occurrence.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ALTERNATIVE BILLING CONSULTANTS, LLC

By: Cathy C. Trinken
Manager

HANFORD ELEMENTARY SCHOOL DISTRICT

By: _____

Title: Superintendent



ALTERNATIVE BILLING CONSULTANTS, LLC

Exhibit A LEA Medi-Cal Billing Services

ABC shall provide the following services to Client:

Consulting and Training Services:

ABC will assist Client in developing state required procedures and documentation.

ABC will assist Client in establishing and/or reviewing an LEA audit file.

ABC will consult with Client regarding all LEA requirements, such as CRCS documents, the Annual Report, records retention, IEP/IFSP documentation as it pertains to LEA claims.

ABC shall assist Client staff in understanding the LEA regulations and requirements.

ABC shall work with Client's LEA Coordinator and assist with systems and forms creation and information necessary to administer the program effectively within the district.

ABC will conduct annual trainings by practitioner types, detailing program requirements and claims documentation. Practitioner refresher workshops will be offered throughout the year to ensure LEA knowledge and implementation techniques.

ABC will provide an annual strategic planning session, in conjunction with LEA Coordinator and administrative staff, to develop strategies and implementation plans for optimum program success.

ABC shall provide Client with periodic evaluations of all practitioner submissions.

Claim Submissions:

ABC will, upon receipt of Client's student enrollment data, will process through California Department of Health Services (CDHS), Client's student enrollment data (at least twice per year) in order to develop the required database of Medi-Cal eligible students necessary for claims submission.

ABC will review all practitioner claims documentation for accuracy, compliance, and completeness and request corrections if needed prior to submission to the state.

ABC shall receive all practitioner documents and submit to CDHS within 30 days of receipt of these documents.

ABC shall review all denied claims and resubmit when warranted.



**ALTERNATIVE BILLING
CONSULTANTS, LLC**

**Exhibit B
Compensation for IEP/IFSP claims**

Client will pay ABC an annual flat fee of \$1,500 for ongoing consulting and training services. This fee will be paid in two installments which will be invoiced in September and February of each year that this Agreement is in effect, commencing on July 1, 2011.

Client will pay ABC a claims submission fee of \$1.25 for each paid claim. Claims submission fees shall be invoiced to Client upon determination of paid claims.



Hanford Elementary School District
HUMAN RESOURCES DEPARTMENT

AGENDA REQUEST FORM

TO: Dr. Paul Terry

FROM: Diane Williams DW

DATE: May 9, 2011

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

☐ Information
☒ Action

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **May 18, 2011**

ITEM: Hear Public input on Hanford Elementary School District's initial proposal for amendments to the Collective Bargaining Agreement between Hanford Elementary School District (HESD) and Hanford Elementary Teachers Association (HETA) (reopened articles), for the 2011-2012 school year.

PURPOSE: The District's initial proposal for amendments to the 2010-2013 Collective Bargaining Agreement with HETA was presented at the May 4, 2011, Board meeting. Comments from the public regarding the proposal are to be heard prior to Board action to accept the proposal [Gov. Code 3547 (b) and (c)].

FISCAL IMPACT: Unknown at this time.

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

Hanford Elementary School District
District's Initial Proposal
HETA Negotiations 2011-2012

Article 11 SCHOOL CALENDARS AND WORK YEAR

- No change in work year at this time; unless legislation is enacted requiring the District to look at the calendar and make cost savings adjustments.

**Article 18 EMPLOYEE GROUP HEALTH AND WELFARE INSURANCE
BENEFITS**

- No change in the \$11,341.32 cap on health benefits for HETA.

Article 20 SALARY

- No changes at this time. Unless, as stated above, legislation is enacted requiring the District to look at calendar for cost savings adjustments.

Hanford Elementary School District
HUMAN RESOURCES DEPARTMENT

AGENDA REQUEST FORM

TO: Dr. Paul Terry

FROM: Diane Williams *DW*

DATE: May 9, 2011

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

☐ Information
☒ Action

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **May 18, 2011**

ITEM: Hear Public input on Hanford Elementary Teachers Association's (HETA's) initial proposal for amendments to the Collective Bargaining Agreement between Hanford Elementary School District (HESD) and Hanford Elementary Teachers Association (reopened articles), for the 2011-2012 school year.

PURPOSE: HETA's initial proposal for amendments to the 2010-2013 Collective Bargaining Agreement with HESD was presented at the May 4, 2011, Board meeting. Comments from the public regarding the proposal are to be heard prior to Board action to accept the proposal[Gov. Code 3547 (b) and (c)].

FISCAL IMPACT: Unknown at this time.

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

HETA Reopeners for 2011-2012

Per Article 24 of the Collective Bargaining Agreement

Article 11 Calendar

Previously agreed to for the 2011-2012 school year.

Article 18 Employee Group Health and Welfare Insurance Benefits

HETA would like the District to maintain fully District paid insurance premiums.

Article 20 Salary

HETA would like to continue the current 2011-2012 Salary Article previously set forth in the 2010-2013 Collective Bargaining Agreement

HANFORD ELEMENTARY SCHOOL DISTRICT
Human Resources Department

AGENDA REQUEST FORM

TO: Board of Trustees

FROM: Diane Williams *DW*

DATE: May 9, 2011

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

☐ Information
☒ Action

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **May 18, 2011**

ITEM: Hear comments from the public and consider approval of negotiated successor agreement with the California School Employees Association (CSEA).

PURPOSE: To comply with the requirement of Government Code Section 3547 for hearing of public comments prior to approval of a collective bargaining agreement, and to approve the Tentative Agreements presented for information on May 4, 2011. On April 28, 2011, CSEA ratified that the 2005-2008 Collective Bargaining Agreement remain status quo and in effect for the period July 1, 2008 and through June 30, 2011. All terms and conditions contained in the 2008-2011 Collective Bargaining Agreement together with the attached Tentative Agreements shall be incorporated into and shall become the Parties' new three-year Collective Bargaining Agreement for the period July 1, 2011 through June 30, 2014.

FISCAL IMPACT: The costs of the negotiated contract and funding sources were disclosed at the May 4, 2011, Board of Trustees meeting.

RECOMMENDATION: Hear public comments and approve agreement.

TENTATIVE AGREEMENT

Between the

HANFORD ELEMENTARY SCHOOL DISTRICT (DISTRICT)

And the

CLASSIFIED SCHOOL EMPLOYEES' ASSOCIATION, CHAPTER, #344 (CSEA)

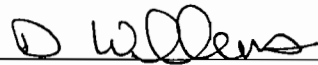
The following Tentative Agreement addresses the parties' 2008-2011 successor contract negotiations that were interrupted prior to final agreement during the litigation of an unfair labor practice as well as the parties' 2011-2014 successor contract negotiations.

1. The parties agree that the 2005-2008 Collective Bargaining Agreement remained status quo and in effect for the period July 1, 2008 and through June 30, 2011. All terms and conditions contained in the 2008-2011 Collective Bargaining Agreement together with attached tentative agreements shall be incorporated into and shall become the Parties' successor agreement effective July 1, 2011 through June 30, 2014.
2. During the term of the new 2011-2014 successor agreement, the District and/or CSEA may re-open negotiations for the 2011-12, 2012-13, and 2013-14 school years over Pay and Allowance (Article 23) and/or Health and Welfare (Article 22) and two (2) additional Articles each.
3. For each current classified bargaining unit member who had been employed by the District prior to July 1, 2010, the District shall pay a one-time only non-renewable bonus less applicable taxes and deductions in the following amounts:
 - For each current eleven (11) or twelve (12) month bargaining unit member employed prior to July 1, 2010 in a position of six (6) hours or more per day: \$1,020.00.
 - For each current eleven (11) month bargaining unit member employed prior to July 1, 2010 in a position of at least four (4) hours but less than six (6) hours per day: \$351.00.
 - For each current ten (10) month bargaining unit member employed prior to July 1, 2010 in a position of at least four (4) hours or more per day: \$351.00.
4. Pursuant to Article 19 Section B in the parties' agreement the reduction in hours/days of classified bargaining unit members are treated in the same manner as layoffs.

5. Without waiving their respective rights under Article 19 both parties agree to a total of two (2) unpaid furlough days per school year commencing July 1, 2011 continuing through June 30, 2014 for all eleven (11) and twelve (12) month classified bargaining unit members. Effective July 1, 2014, the two (2) unpaid furlough days for the eleven (11) and twelve (12) month employees shall be restored.
6. All Agreements and each of their terms shall only be effective if ratified by both parties.

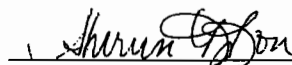
FOR THE DISTRICT:

FOR CSEA:



4/26/11

Diane Williams, Chief Negotiator Date
Hanford Elementary School District



4/26/11

Shereese Rose, President Date
CSEA Chapter #344

**HANFORD ELEMENTARY SCHOOL DISTRICT
2011-2012 CLASSIFIED SALARY SCHEDULE**

Range	Position		Step 1	Step 2	Step 3	Step 4	Step 5
1		*per Month per Hour	1,779 10.34	1,868 10.86	1,961 11.40	2,059 11.97	2,162 12.57
2		per Month per Hour	1,868 10.86	1,961 11.40	2,059 11.97	2,162 12.57	2,269 13.19
3	Clerk Trainee	per Month per Hour	1,961 11.40	2,059 11.97	2,162 12.57	2,269 13.19	2,382 13.85
4		per Month per Hour	2,059 11.97	2,162 12.57	2,269 13.19	2,382 13.85	2,503 14.55
5	Clerk -Typist I Food Service Worker I Instructional Aide	per Month per Hour	2,162 12.57	2,269 13.19	2,382 13.85	2,503 14.55	2,626 15.27
6	Bilingual Aide I Bilingual Clerk-Typist I Food Service Worker II Alternative Education Program Aide READY Program Tutor	per Month per Hour	2,269 13.19	2,382 13.85	2,503 14.55	2,626 15.27	2,759 16.04
7	Account Clerk I Custodian I Educational Tutor, K-6 Groundskeeper I Lead READY Program Tutor Signing Aide Special Circumstances Aide Special Education Aide Substitute Telephone Clerk	per Month per Hour	2,382 13.85	2,503 14.55	2,626 15.27	2,759 16.04	2,896 16.84
8	Account Clerk II Bilingual Aide II Clerk-Typist II Cook/Baker Food Service Utility Worker Media Services Aide	per Month per Hour	2,503 14.55	2,626 15.27	2,759 16.04	2,896 16.84	3,041 17.68
9	Bilingual Clerk-Typist II Bilingual Translator/Clerk Custodian II Delivery Worker Groundskeeper II Maintenance Worker I	per Month per Hour	2,626 15.27	2,759 16.04	2,896 16.84	3,041 17.68	3,194 18.57
10	Bus Driver Health Care Assistant Help Desk Technician Secretary	per Month per Hour	2,759 16.04	2,896 16.84	3,041 17.68	3,194 18.57	3,352 19.49
11	Bilingual Health Care Assistant Irrigation Specialist Lead Custodian	per Month per Hour	2,896 16.84	3,041 17.68	3,194 18.57	3,352 19.49	3,521 20.47
12	Account Technician I Warehouse/Reprographic & Mail Technician	per Month per Hour	3,041 17.68	3,194 18.57	3,352 19.49	3,521 20.47	3,696 21.49

13	Head Custodian Maintenance Worker II Mechanic Migrant Services Specialist Painter/Maintenance Worker II Teacher Resource Center Specialist	per Month per Hour	3,194 18.57	3,352 19.49	3,521 20.47	3,696 21.49	81,799 3,882 22.57
14	Administrative Secretary I	per Month per Hour	3,352 19.49	3,521 20.47	3,696 21.49	3,882 22.57	4,076 23.70
15	Account Technician II Administrative Secretary II Child Welfare and Attendance Specialist Computer Maintenance Technician Database Specialist I	per Month per Hour	3,521 20.47	3,696 21.49	3,882 22.57	4,076 23.70	4,279 24.88
16	Account Technician III Educational Interpreter Student Specialist	per Month per Hour	3,696 21.49	3,882 22.57	4,076 23.70	4,279 24.88	4,493 26.12
17	Bilingual Student Specialist Heating, Ventilation & Air Conditioning Specialist Locksmith	per Month per Hour	3,882 22.57	4,076 23.70	4,279 24.88	4,493 26.12	4,718 27.43
18	Account Technician IV Database Specialist II Lead Mechanic (Automotive) Network Engineer Student Advocate Junior High Systems Engineer	per Month per Hour	4,076 23.70	4,279 24.88	4,493 26.12	4,718 27.43	4,954 28.80
19		per Month per Hour	4,279 24.88	4,493 26.12	4,718 27.43	4,954 28.80	5,201 30.24
20		per Month per Hour	4,493 26.12	4,718 27.43	4,954 28.80	5,201 30.24	5,461 31.75

*Monthly rate is based on an 8-hour per day, 12-month employee

Each range is based on meeting minimum requirements. Persons not meeting minimum requirements will stay on current range.

Translator - Employees who are assigned translation duties (verbal or written) outside their regularly assigned shift shall be paid at the current rate of pay for their regular position. Any time worked by an employee as a Translator shall not count toward benefit accrual within his/her regularly assigned position, including but not limited to health and welfare benefits, increased hours, or vacation and leave credit.

Yard Duty - Employees who assume yard supervision duties in addition to their regular position shall be paid for such extra duties at their current rate of pay for their regular position.

Longevity - Full-time Employees shall receive annual longevity pay when they complete milestone years of service as indicated below:

20 Years - \$ 500
25 Years - \$1,250
30 Years - \$2,250

Employees shall receive longevity pay on July 1 if they reached one of the above milestones on or before December 31 of the current year. Part-time employees shall receive the appropriate pro rata share.

Adopted: __/__/11

Effective: 07/01/11

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

In Accordance with AB 1200 (Statutes of 1991, Chapter 1213); G.C. 3547.5

Hanford Elementary School District

Name of Bargaining Unit: Classified School Employees Association, Chapter #344Certificated _____ Classified XNew Agreement X or Reopener _____

The proposed agreement is a six-year agreement that covers the period beginning July 1, 2008 and ending June 30, 2014 and will be acted upon by the Governing Board at its meeting on May 18, 2011.

A.(1) Proposed Change in Compensation

Compensation		Cost Prior to Proposed Agreement	Fiscal Impact of Proposed Agreement Increase (Decrease) and Percentage Change		
			Current Year 2010-11 One-time	Year 2 2011-12 On-going	Year 3 2012-13 On-going
1.	Base Salary		\$ 0	\$ (28,642)	\$ (28,642)
		\$	%	%	%
2.	Other Compensation – i.e. Stipends or Bonuses		\$ 109,0000	\$ 0	\$ 0
		\$	%	%	%
3.	Total Salary - (Sum of 1 & 2)		\$ 109,000	\$ (28,642)	\$ (28,642)
		\$	%	%	%
4.	Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare		\$ 10,614	\$ (6,513)	\$ (6,513)
		\$	%	%	%
5.	Health/Welfare Benefits		\$ 0	\$ 56,808	\$ 56,808
		\$	%	%	%
6.	Total Benefits - (Total Lines 4 & 5)		\$ 10,614	\$ 50,295	\$ 50,295
		\$	%	%	%
7.	Total Compensation – (sum of 3 & 6)		\$ 119,614	\$ 21,653	\$ 21,653
		\$	%	%	%

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

In Accordance with AB 1200 (Statutes of 1991, Chapter 1213); G.C. 3547.5

- A.(2) Provide a brief narrative of the proposed change in compensation, including percentage change(s), effective date(s), and comments and explanations as necessary:

See Attached

- B. **Proposed Negotiated Changes in Non-Compensation Items** (class size adjustments, staff development days, teacher prep time, etc.)

None

- C. What are the specific impacts on instructional and support programs to accommodate the settlement? **Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations.**

None

A.(2) For 2010-11, a one-time settlement was reached to address the parties' 2008-11 successor contract negotiations that were interrupted prior to final agreement during the litigation of an unfair labor practice as well as the parties' 2011-2014 successor contract negotiations. The total cost of the settlement for 2010-11 is \$119,614 in Salary and Statutory benefits. For each current classified bargaining unit member who had been employed by the District prior to July 1, 2010, the District shall pay a one-time only non-renewable bonus less applicable taxes and deductions in the following amounts:

- For each current eleven (11) or twelve (12) month bargaining unit member employed prior to July 1, 2010 in a position of six (6) hours or more per day: \$1,020.00.
- For each current eleven (11) month bargaining unit member employed prior to July 1, 2010 in a position of at least four (4) hours but less than six (6) hours per day: \$351.00.
- For each current ten (10) month bargaining unit member employed prior to July 1, 2010 in a position of at least four (4) hours or more per day: \$351.00.

For 2011-12 and 2012-13, without waiving their respective rights under Article 19 both parties agree to a total of two (2) unpaid furlough days per school year commencing July 1, 2011 continuing through June 30, 2014 for all eleven (11) and twelve (12) month classified bargaining unit members. Effective July 1, 2014, the two (2) unpaid furlough days for the eleven (11) and twelve (12) month employees shall be restored. The total amount saved each year due to this reduction is \$35,155. Additionally, starting 2011-12, the health benefits cap will be increased by \$408 annually for those classified employees with full benefits (medical, dental, vision and life) and increased by \$216 annually for those employees with partial benefits (dental, vision and life). The cost of the increase in the health benefits cap is \$56,808. The net cost for the reduction in days and the increased cap is \$21,653.

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

In Accordance with AB 1200 (Statutes of 1991, Chapter 1213); G.C. 3547.5

D. What contingency language is included in the proposed agreement? Include specific areas

The parties agree that the 2005-2008 Collective Bargaining Agreement remained status quo and in effect for the period July 1, 2008 and through June 30, 2011. All terms and conditions contained in the 2008-2011 Collective Bargaining Agreement together with attached tentative Agreements shall be incorporated into and shall become the parties' successor agreement effective July 1, 2011 through June 30, 2014.

During the term of the new 2011-2014 successor agreement, the District and/or CSEA may re-open negotiations for the 2011-12, 2012-13, and 2013-14 school years over Pay and Allowance (Article 23) and/or Health and Welfare Benefits (Article 22) and two (2) additional Articles each.

E. Source of Funding for Proposed Agreement**1. Current Year**

Undesignated Reserve: Unrestricted \$119,614

Restricted \$ 0

\$119,614

2. How will the ongoing cost of the proposed agreement be funded in future years?

Undesignated Reserve: Unrestricted \$ 8,736

Restricted \$ 12,917

\$ 21,653

3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations)

Not applicable – This is not a multi-year agreement.

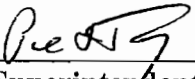
3A. For multi-year agreements, please provide a multi-year financial projection covering the term of the agreement. Include all assumptions used in the projections, growth, COLA, etc.

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

In Accordance with AB 1200 (Statutes of 1991, Chapter 1213); G.C. 3547.5

G. Certification

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement in accordance with the requirements of AB 1200 and G.C. 3547.5.



District Superintendent
(Signature)

May 4, 2011
Date

Contact Person: Nancy White Telephone No.: (559) 585-3628

IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET
In accordance with AB3141 (Statutes of 1994, Chapter 650) (EC42142)

	(Col. 1) Latest Board- Approved Budget	(Col. 2) Adjustments as a Result of Settlement (from page 1)	(Col. 3) Other Revisions (provide explanation)	(Col. 4) Total Impact on Budget (Col. 1+2+3)
REVENUES				
Revenue Limit Source (8010-8099)				
Remaining Revenues (8100-87991)				
TOTAL REVENUES				
EXPENDITURES				
1000 Certificated Salaries				
2000 Classified Salaries		+\$109,000		
3000 Employees' Benefits		+\$ 10,614		
4000 Books and Supplies				
5000 Services and Operating Exps				
6000 Capital Outlay				
7000 Other				
TOTAL EXPENDITURES		+\$119,614		
OPERATING SURPLUS (DEFICIT)				
OTHER SOURCES AND TRANSFERS IN				
OTHER USES AND TRANSFERS OUT				
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE		+ \$119,614		
BEGINNING BALANCE				
CURRENT-YEAR ENDING BALANCE				
COMPONENTS OF ENDING BALANCE:				
Reserved Amounts				
Reserved for Economic Uncertainties				
Board Designated Amounts				
Unappropriated Amounts		-\$119,614		

A. Date of governing board approval of budget revisions in Col. 1 April 6, 2011

Contact Person: Nancy White

Date: May 4, 2011

**CERTIFICATION #1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF
COLLECTIVE BARGAINING AGREEMENT**

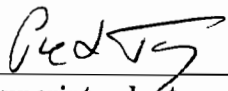
The disclosure document must be signed by the district Superintendent and Chief Business Officer at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of Hanford Elementary School District (District), hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the Classified School Employees Association Chapter #344 Bargaining Unit, during the term of the agreement from July 1, 2008 to June 30, 2014.

The budget revisions necessary to meet the costs of the agreement in each year of its term are as follows:

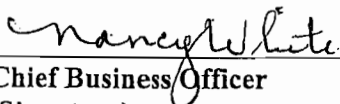
<u>Budget Adjustment Categories</u>	<u>Budget Adjustment Increase (Decrease)</u>
<u>Revenues/Other Financing Sources</u>	<u>0</u>
<u>Expenditures/Other Financing Uses</u>	<u>+ \$119,614</u>
<u>Ending Balance Increase (Decrease)</u>	<u>- \$119,614</u>

N/A ___ (No budget revisions necessary)



District Superintendent
(Signature)

May 4, 2011
Date



Chief Business Officer
(Signature)

May 4, 2011
Date

CERTIFICATION #2

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement" in accordance with the requirements of AB1200 and Government Code Section 3547.5.

District Superintendent (or Designee)
(Signature)

May 18, 2011
Date

Nancy White
Contact Person

(559) 585-3628
Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on May 18, 2011, took action to approve the proposed Agreement with the Classified School Employees Association Chapter #344 Bargaining Unit.

President (or Clerk), Governing Board
(Signature)

May 18, 2011
Date

HANFORD ELEMENTARY SCHOOL DISTRICT

Agenda Request Form

TO: Dr. Paul J. Terry

FROM: Nancy White

DATE: May 9, 2011

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: May 18, 2011

ITEM:

Consider adoption of the following new Board Policy and Administrative Regulation: BP/AR 3552 - Summer Meal Program.

PURPOSE:

We are proposing to start a summer meal program. BP/AR 3552 – Summer Meal Program set the guidelines and procedures for this program. Our proposal is to offer lunch to students starting June 6, 2011 through August 5, 2011. Students throughout the District may take advantage of this program at any one of the three school sites that the program is offered (Jefferson, Lincoln, Richmond). Meals will be similar to those that we offer during the regular school year and will be free to all students who participate regardless of whether or not they are eligible for free/reduced during the regular school year.

FISCAL IMPACT:

We project the revenue and expenses of this program will break even.

RECOMMENDATION:

Adopt new Board Policy and Administrative Regulation: BP/AR 3552 - Summer Meal Program.

Business and Noninstructional Operations

BP 3552(a)

SUMMER MEAL PROGRAM

The Governing Board recognizes that child nutrition programs have a positive and direct impact upon children's well-being and achievement. To help students and other children in the community remain well nourished throughout the summer vacation, the district shall sponsor a summer meal program as approved by the California Department of Education (CDE).

(cf. 3550 - Food Service/Child Nutrition Program)
(cf. 3553 - Free and Reduced Price Meals)
(cf. 5030 - Student Wellness)
(cf. 5141.27 - Food Allergies/Special Dietary Needs)

The Superintendent or designee shall recommend to the Board one or more sites for meal services based on state and federal program criteria and an assessment of family and community needs. When feasible, the Superintendent or designee shall involve local governmental agencies, food banks, and/or community organizations in identifying suitable site locations. The site(s) shall be approved by the CDE before meal service is initiated.

The summer meal program may be offered in conjunction with educational enrichment or recreational activities in order to encourage participation in other wellness and learning opportunities.

(cf. 1020 - Youth Services)
(cf. 1330.1 - Joint Use Agreements)
(cf. 5148 - Child Care and Development)
(cf. 5148.2 - Before/After School Programs)
(cf. 6142.7 - Physical Education and Activity)
(cf. 6177 - Summer School)

The Superintendent or designee shall develop and coordinate outreach and promotional activities to inform parents/guardians and the community about the availability of the summer meal program and its location(s) and hours.

(cf. 1100 - Communication with the Public)
(cf. 1112 - Media Relations)
(cf. 1113 - District and School Web Sites)

The Superintendent or designee shall maintain accurate records of all meals served and shall ensure the timely submission of reimbursement claims in accordance with state procedures.

(cf. 3551 - Food Service Operations/Cafeteria Fund)

SUMMER MEAL PROGRAM (continued)

The Superintendent or designee shall regularly report to the Board regarding program implementation, number of participants at each site, feedback from participating children and their parents/guardians regarding menus and service, and program costs. As needed, the Board shall direct the Superintendent or designee to identify program modifications to increase program quality or children's access to meal services.

(cf. 0500 - Accountability)

(cf. 3555 - Nutrition Program Compliance)

*Legal References:*EDUCATION CODE

49430-49436 *Pupil Nutrition, Health, and Achievement Act of 2001*

49490-49494 *School breakfast and lunch programs*

49500-49505 *School meals*

49510-49520 *Nutrition*

49530-49536 *Child Nutrition Act*

49547-49548.3 *Comprehensive nutrition services*

49550-49562 *Meals for needy students*

49570 *National School Lunch Act*

CODE OF REGULATIONS, TITLE 5

15510 *Mandatory meals for needy students*

15550-15565 *School lunch and breakfast programs*

UNITED STATES CODE, TITLE 42

1751-1769i *School lunch programs, including:*

1751 *Note Local wellness policy*

1761 *Summer Food Service Program and Seamless Summer Feeding Option*

1771-1792 *Child nutrition, especially:*

1773 *School breakfast program*

CODE OF FEDERAL REGULATIONS, TITLE 7

210.1-210.31 *National School Lunch Program*

220.1-220.22 *National School Breakfast Program*

225.1-225.20 *Summer Food Service Program*

*Management Resources:*CSBA PUBLICATIONS

Providing Access to Nutritious Meals During Summer, Policy Brief, June 2010

Monitoring for Success: Student Wellness Policy Implementation Monitoring Report and Guide, 2007

Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. April 2006

BP 3552(c)

SUMMER MEAL PROGRAM (continued)**CALIFORNIA DEPARTMENT OF EDUCATION MANAGEMENT BULLETINS***USDA-SFSP-06-2008 Summer Food Service Program Outreach Requirement Clarification, October 2008***U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS***The Summer Food Service Program: Food That's In When School is Out, 2010, Nutrition Guidance for Sponsors, rev. March 2010**The Summer Food Service Program: Food That's In When School is Out, 2010 Site Supervisor's Guide, rev. January 2010**The Summer Food Service Program: Food That's In When School is Out, 2010 Monitor's Guide, rev. January 2010**The Summer Food Service Program: Food That's In When School is Out, 2010 Administrative Guidance for Sponsors, rev. December 2009**National School Lunch Program's Seamless Summer Option Questions and Answers, 2009***WEB SITES***CSBA: <http://www.csba.org>**California Center for Research on Women and Families, Summer Meal Program Coalition: <http://www.ccrwf.org>**California Department of Education, Nutrition: <http://www.cde.ca.gov/ls/nu>**California Food Policy Advocates: <http://www.cfpa.net>**California School Nutrition Association: <http://www.calsna.org>**Child Nutrition Information and Payment System: <https://www.cnips.ca.gov>**U.S. Department of Agriculture, Food and Nutrition Service: <http://www.fns.usda.gov>*Policy
Adopted ___/___/___**HANFORD ELEMENTARY SCHOOL DISTRICT**
Hanford, California

HANFORD ELEMENTARY SCHOOL DISTRICT
Human Resources Department

AGENDA REQUEST FORM

TO: Dr. Paul Terry
FROM: Diane Williams
DATE: May 9, 2011
RE: (X) Board Meeting
 () Superintendent's Cabinet
 () Information
 (X) Action

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **May 18, 2011**

ITEM: Consider approval of personnel transactions and related matters.

PURPOSE:

a. Employment

Certificated, effective August 16, 2011

- Jocelyn Goldring, Teacher, Probationary I
- Susan Haynes, Teacher, Probationary I
- Zachary Lake, Teacher, Probationary I
- Danielle Landers, Teacher, Probationary I
- Jennifer Levinson, Teacher, Probationary I (Intern)
- Steven Mueller, Teacher, Probationary I
- Maria Rosales, Teacher, Probationary I
- Isaias Serrato, III, Teacher, Probationary I
- Sarah Stryd, Teacher, Probationary I
- Tiffany Vail, Teacher, Probationary I
- Katherine Young, Teacher, Probationary I

Temporary Employees/Substitutes/Yard Supervisors

- Karina Rosas, Substitute Bilingual Clerk Typist I, effective 4/26/11

b. Resignations

- Marissa Cuellar, Special Education Aide – 5.0 hrs., Monroe, effective 5/25/11
- Miguel Cortez, READY Program Tutor – 4.5 hrs., Richmond, effective 5/12/11
- Jeff Detlefsen, Teacher, Kennedy, effective 6/3/11
- Eric Graley, Special Education Aide – 5.0 hrs., Wilson, effective 6/3/11
- Jennifer Levinson, Special Education Aide – 5.0 hrs., Kennedy, effective 3/2/11
- Tamara Oliveira, Account Clerk I – 3.0 hrs., Washington, effective 6/3/11
- Roxanne Tomas, Food Service Worker II – 2.0 hrs., Kennedy, effective 12/17/10
- Sheila Yurkus, Substitute READY Program Tutor, effective 10/23/08

c. Release of Probationary Employment

- David Block, Food Service Worker I – 2.5 hrs., Jefferson, effective 5/20/11

d. Administrative Transfers

- Edward Bielik, Educational Interpreter – 6.0 hrs., from Special Services to Kennedy, effective 8/16/11
- Debralee Juarez, Special Education Aide – 5.0 hr., from Hamilton to Wilson, effective 8/18/11
- Stephanie Mendes, Special Education Aide – 5.0 hrs., from Monroe to Wilson, effective 8/18/11
- Thomas "Andy" Revious, Custodian II – 8.0 hrs., from Kennedy to Simas, effective 6/6/11
- Anselmo "Sam" Rivas, Custodian II – 8.0 hrs., from 6.0 hrs. at Richmond/2.0 hrs. at Kennedy to 8.0 hrs. at Kennedy, effective 6/6/11
- Gary Rosaroso, Custodian II, from 8.0 hrs., at Simas to 6.0 hrs. at Richmond/2.0 hrs., at Kennedy (8.0 hrs.), effective 6/6/11
- Rebecca Silva, Special Education Aide – 5.0 hrs., from Lincoln to Hamilton, effective 8/18/11

e. Voluntary Transfer

- Connie Ponce, Special Education Aide – 5.0 hrs., from Wilson to Kennedy, effective 8/18/11

f. Voluntary Transfer/More Hours

- Tanya Miller, Yard Supervisor, from .50 hr., Roosevelt to 1.0 hr., Jefferson, effective 8/18/11

g. Leave of Absence

- Kari Medeiros, Teacher, Monroe, effective 2011-12 school year, child rearing
- Barbara Silva, Yard Supervisor – 2.5 hrs., Lincoln, effective 5/2/11 to 5/6/11, medical

h. Volunteers

<u>Name</u>	<u>School</u>
Annie Holt	Monroe
Jodi Lopez	Monroe
Michael Polder	Monroe
Tonia Salyer	Monroe
Rosalia Solorio	Monroe
Caroline Cervantez	Simas
Yvonne Luna	Simas
William Noyes	Washington

RECOMMENDATION: Approve.

HANFORD ELEMENTARY SCHOOL DISTRICT

Agenda Request Form

TO: Dr. Paul J. Terry

FROM: Nancy White

DATE: May 9, 2011

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

FOR: () Information
(X) Action

Date you wish to have your item considered: May 18, 2011

ITEM:

Consider approval of Resolution #18-11: Revision of the 2010-11 Budget.

PURPOSE:

Miscellaneous budget changes are listed on the attached resolution.

FISCAL IMPACT:

RECOMMENDATION:

Approve Resolution #18-11: Revision of the 2010-11 Budget.

BEFORE THE GOVERNING BOARD OF THE
HANFORD ELEMENTARY SCHOOL DISTRICT
COUNTY OF KINGS, STATE OF CALIFORNIA

The Matter of
Adopting Budget
Revisions

RESOLUTION #: 18-11

NOW, THEREFORE, the Board of Trustees of the District resolves that the transfers for the attached budget revision be made as indicated.

The Board of Trustees adopted this resolution on May 18, 2011 by the following vote:

AYES:
NOES:
ABSTENTIONS:
ABSENT:

Clerk of the Governing Board
Hanford Elementary School District

**Budget Changes
2010-11 Budget
May 18, 2011**

	Amount Changed	Reason for Change
FUND 0100 - GENERAL FUND		
Revenue		
801100 Revenue Limit	-\$58,865	Adjust to actual P-2 ADA
831900 Other Apportionment	\$41,371	Prior Year 09/10 NPS Refund
843400 Class Size Reduction	-\$201,277	Adjust to actual due to cap on number of classes
869900 Other Local	\$4,078	Donations
TOTAL REVENUE CHANGES - GENERAL FUND	-\$214,693	
Expenditures		
<u>LOCATION 000 - GENERAL</u>		
979000 Undesignated Reserve	-\$329,774	Balance is now \$1,222,017
	-\$329,774	
<u>LOCATION 001 - GENERAL ADMINISTRATION</u>		
200000 Classified Salaries	\$109,000	Classified Union Retro
300000 Employee Benefits	\$10,614	
540000 Property/Liability Insurance	\$14,434	Adjust to actual
550000 Utilities	-\$97,000	Revise estimate
580000 Contracted Services	-\$7,431	Revise estimate
650000 Equipment Replacement	\$1,681	Copier
700000 Other Outgo	-\$9,515	Revise estimate
	\$21,783	
<u>LOCATION 020 - GENERAL SCHOOLS</u>		
110010 Substitute Teachers	\$70,000	Revise estimate
440000 Equipment	\$10,000	Copier replacement
650000 Equipment	\$9,220	Copier replacement
	\$89,220	
<u>LOCATIONS 021 - 031 - GENERAL SCHOOLS</u>		
200000 Classified Salaries	\$348	Donations and changes per manager request
400000 Books & Supplies	-\$2,120	
500000 Contracts & Services	\$5,850	
	\$4,078	
<u>LOCATION 039 - SPECIAL EDUCATION</u>		
400000 Books & Supplies	\$2,570	Changes per manager request
500000 Contracts & Services	-\$2,570	
	\$0	
<u>ARRA - TITLE I</u>		
100000 Certificated Salaries	\$1,000	Changes per manager request
300000 Employee Benefits	\$119	
400000 Books & Supplies	\$11,953	
500000 Contracts & Services	\$21,000	
731010 Indirect Costs	-\$3,962	
979000 Undesignated Reserve	-\$30,110	
	\$0	

**Budget Changes
2010-11 Budget
May 18, 2011**

	Amount Changed	Reason for Change
<u>ARRA - TITLE II, PART D, EETT</u>		
400000 Books & Supplies	-\$555	Changes per manager request
500000 Contracts & Services	\$11,709	
600000 Buildings & Improvement	\$10,855	
979000 Undesignated Reserve	-\$22,009	
	<u>\$0</u>	
<u>SBCP</u>		
100000 Certificated Salaries	-\$1,460	Changes per manager request
200000 Classified Salaries	-\$6,000	
400000 Books & Supplies	\$6,800	
500000 Contracts & Services	\$660	
	<u>\$0</u>	
<u>QEIA</u>		
100000 Certificated Salaries	\$8,000	Changes per manager request
400000 Books & Supplies	-\$8,000	
	<u>\$0</u>	
TOTAL EXPENDITURE CHANGES - GENERAL FUND	<u>-\$214,693</u>	

FUND 1300 - CAFETERIA FUND

Revenue

863100 Sale of Equipment	\$1,607	Add budget for sale
	<u>\$1,607</u>	

Expenditures

200000 Classified Salaries	\$12,500	Year end budget adjustments
300000 Employee Benefits	\$2,965	
400000 Books & Supplies	\$97,394	
500000 Contracts & Services	\$5,780	
640000 Equipment	-\$64,225	
735000 Indirect Costs	\$15,212	
979000 Undesignated Reserve	-\$68,019	
	<u>\$1,607</u>	

FUND 1400 - DEFERRED MAINTENANCE FUND

Revenue

891500 Transfer from General Fund	\$451	Adjust to actual
	<u>\$451</u>	

Expenditures

560000 Repairs	\$25,364	Adjust to actual
979000 Undesignated Reserve	-\$24,913	
	<u>\$451</u>	

