WCESD BOARD OF TRUSTEES

ITEM NO. VI.A.9.g
DATE: June 28, 2016

SUBJECT TITLE: CONTRACTS/SERVICE AGREEMENTS

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Approve FCSS Teacher Induction and Educational Specialist Teacher Induction Program Agreement between the Fresno County Superintendent of Schools ("FCSS") and the Washington Colony Elementary School District ("District") for the 2016-17 school year.

BACKGROUND

As specified in law, the power to contract is invested in the Governing Board, and, by Board action, the Superintendent has been delegated the power to enter into contracts on behalf of the district. However, to be valid or to constitute an enforceable obligation against the district, all contracts must be approved and/or ratified by the Governing Board. (Education Code 17604).

CONSIDERATION

Created by AB 1266 (Mazzoni, 1997), California's Beginning Teacher Support and Assessment Program grew out of legislation established in SB 1422 (Bergeson, 1992) and was based on research from the California New Teacher Project (CNTP). A central finding of this research identified the need to provide beginning teachers with focused induction support. To be useful, this support must be provided at a sufficient level of intensity to make a difference in the performance, retention, and satisfaction of beginning teachers. The 1997 Mazzoni legislation that established BTSA encouraged collaboration among local school districts, county offices of education, colleges and universities to organize and deliver professional development for beginning teachers. A new requirement that teachers complete a two-year induction program of support and assessment during the first two years of teaching in order to earn a California Clear Teaching Credential was established in 1998 via Senate Bill 2042.

FINANCIAL IMPACT:

PLAN A- Participant Teacher (PT) $2000 plus additional $2000 per PT if FCSS provides Coach to support the PT for the (2016-2017).

FUNDING SOURCE:

General Fund (0100)/Title II

Moved by _____ Second _____

Vote:
Ayes:_____ Noes_____ Abstentions:_____ Absent:_____

fresno county
office of education

Jim A. Yovino
Superintendent

JUN 13 2016

June 9, 2016

To: Jesus Cruz, Superintendent, Washington Colony

From: Tannon Pafford, Director of Human Resources
Manjit Singh, Program Manager of Teacher Induction

Re: **5-Year Teacher Induction Cooperative Agreement**

Dear Mr. Jesus Cruz,

We look forward to our continuing partnership in future school years. We strive to ensure the success of every teacher and student. As in the past, our goal is to collaboratively develop and retain high quality teachers who will provide the finest classroom instruction for our students throughout Fresno County.

Attached you will find the new 5-year Cooperative Agreement which outlines the roles and responsibilities for all stakeholders involved in Teacher Induction. For your convenience a copy has also been emailed to you. **Please review the agreement, provide your signature, and mail to FCOE Teacher Induction c/o Dora Olmos (address below) or scan and email the signed agreement to dolmos@fcoe.org.**

Individual Roles and Responsibilities will be distributed to corresponding stakeholders. We do request that you sign and return the agreement even if you do not have participating teachers at this time. We want to be prepared to serve teachers who are hired at any time within the next 5 years. Please retain a copy of the Cooperative Agreement for your records.

Thank you.

Cc: Business Office Manager
Teacher Induction Contact

1111 Van Ness Avenue • Fresno, California 93721-2000
(559) 265-3000 • TDD (559) 497-3912 • Web Site: www.fcoe.org

GENERAL EDUCATION TEACHER INDUCTION AND EDUCATION SPECIALIST TEACHER INDUCTION PROGRAM AGREEMENT ("Agreement")

Legal doc. no. of this signed Agreement *(FCOE Legal use only)*:_____

"School Years": 2016 - 2017 through 2020 - 2021

COVER

SCHOOL	FCSS
Washington Colony **(" "/"School")** Attn: Jesus Cruz, Superintendent 130 E. Lincoln Avenue Fresno, CA 93706 Phone: 559 233-0706 Email: jesuscruz@washingtoncolony.org	Fresno County Superintendent of Schools **("FCSS")** Attn: Tannon Pafford, Director of Human Resources Fresno County Office of Education 1111 Van Ness Avenue Fresno, CA 93721 Phone: (559) 265-4070 Email: tpafford@fcoe.org
CONTRACT TERM (see § 3.1)	TERMINATION DURING CONTRACT TERM (see § 3.2)
"Effective Date": July 1, 2016 **"Termination Date":** June 30, 2021	Ground for Termination: With or without cause **"Notice Period"**: At least 45 days before the effective date of termination of this Agreement

PAYMENT

SCHOOL FEE TO FCSS: School **is a member** of the Fresno County Office of Education consortium **("FCOE Consortium")** and School shall pay FCSS, during the School Year on date(s) to be determined by FCSS, the following **"FCSS Fee"**(see §2.1): **(A)** if the Participating Teacher ("PT") has not previously participated in any teacher induction program resulting in the recommendation of a credential: $2,000, *plus* an additional $2,000 per PT if FCSS provides the Coach to support the PT during the School Year; or **(B)** if the PT previously completed any teacher induction program and has been recommended for a clear or credential as a result: $500 *plus* $2,000 per PT if FCSS provides the Coach to support the PT during the School Year. If the participating teacher goes beyond the 2 year program due to lack of progress or missing requirements, an additional fee of $1,000 will be paid by the school district, per semester. School shall also be responsible for reimbursement to FCSS of all mileage fees (if, and only if, the Coach is provided by FCSS), sub time fees, and any other costs incurred by FCSS related to its provision of services to School pursuant to this Agreement. A Form Fee of $50.00 will be applied to the district for any required credential analysis by induction staff and the 41-Induction Form for any teacher employed by the district that does not participate in FCSS Induction Program and that requires such evaluation.

PAYMENT. The School Fee shall be paid to FCSS in accordance with the following **"Payment Schedule"**: School will be invoiced for the full amount per each PT and any Coach provided by FCSS, as indicated above during January of the Spring semester of any school year that each PT has enrolled in Teacher Induction and participates in, with payment due within 30 days of receipt of such invoice. If a PT enrolls anytime during a fall semester and drops from the program on or before December 31, the School will be invoiced one half of the full amount(s) for the PT and Coach, as applicable. If a PT enrolls anytime during a fall semester and drops from the program on or after January 1, the School will be invoiced for the full amount(s) for the PT and Coach. If special circumstances allow for a PT to enroll on or after January 1st of that school year, the School will be invoiced $1,000, as applicable.

PAYOR. The following **"Payor"** shall pay the School Fee to FCSS (mark one):

X_ School

_ *Other* ***(If Payor is not School, Payor must complete and sign below)***

Payor:

Attn:

Address:

Phone:

Signature: _____

Print Name:

Title:

REQUIRED DOCUMENTS. School shall provide each **"Required Document"** stated below to FCSS in accordance with the following:

1. School shall maintain the following insurance, which may include self-insurance if School is a public entity, and shall provide written proof thereof to FCSS upon FCSS' request: (A) commercial general liability, (B) workers compensation and employer's liability, and (C) commercial automobile liability (see Art. 4).

In consideration of the covenants, conditions, and promises in and for good and valuable consideration and the mutual benefits to be derived from this Agreement, School and FCSS, separately referred to as a **"Party"** and collectively as the **"Parties,"** have reviewed and understand and hereby enter into this Agreement. Unless the context requires otherwise, any reference to a Party in this Agreement shall mean the Party and its governing body and members thereof, officers, employees, and agents and, in the case of the School, includes the School's students. Each person executing this Agreement on behalf of a Party represents that he/she is authorized to execute on behalf of and to bind the Party to this Agreement.

SCHOOL

By: _____
Print Name: Jesus Cruz
Title: Superintendent, Washington Colony Elem.

FCSS

By: _____
Jim Yovino, Superintendent
or Authorized Designee

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions contain the following Articles:

Article 1 Scope of Services and Obligations
Article 2 Payment
Article 3 Term and Termination of Agreement
Article 4 Insurance
Article 5 Indemnity
Article 6 Dispute Resolution
Article 7 General Provisions

Terms with initial capital letter shall have the respective meanings set forth in this Agreement.

ARTICLE 1 SCOPE OF SERVICES AND OBLIGATIONS.

SECTION 1.1 RECITALS.

1.1.1 FCSS implements the following programs, collectively referred to as **"Induction Programs"** and separately as **"Induction Program"**: (A) General Education (**"GE"**) Induction and (B) Education Specialist (**"ES"**) Induction.

1.1.2 School desires to have certain of its teachers participate in one or both Induction Programs in order to obtain the training and experience necessary to be recommended for the General Education Teaching Credential and/or Clear Education Specialist Teaching Credential, to become **"Participating Teacher(s)"** or **"PTs"**) and to provide teachers or other qualified personnel to serve as mentors for the PTs (**"Induction Coach[es]"** or **"Coaches"**). If no School teachers are provided as Coaches by School, for a $2,000 stipend payment by the School to the Fresno County Superintendent of Schools (**"FCSS"**), and payment by School of any mileage fees, sub time fees or any additional fees and costs incurred by FCSS in connection with providing services pursuant to this Agreement, FCSS may provide Coaches for the School's PTs.

1.1.3 By this Agreement, the Parties desire to establish a formal working relationship between the Parties; set forth conditions, roles, and responsibilities that will govern this relationship; set forth the terms and conditions upon which the Parties shall cooperate and share responsibility for performance of this Agreement; and set forth the Parties' rights and obligations relating to the Induction Programs and this Agreement.

SECTION 1.2 FCSS RESPONSIBILITIES. FCSS shall have the following responsibilities under this Agreement:

1.2.1 FISCAL ADMINISTRATION FOR TEACHER INDUCTION PROGRAMS.

1.2.1.1 BUDGET. Develop and maintain a budget that allocates amounts sufficient to meet the cost of implementing the Induction Programs and responsibilities.

1.2.1.2 EXPENDITURES. Expend income of the Induction Programs according to regularly established policies and procedures of the funding agency and FCSS.

1.2.2 STAFF. Employ the following staff:

1.2.2.1 A full-time equivalent Induction Program Manager/Management lead as designated by FCSS and in accordance with State of California's **("State")** Induction Program guidelines.

1.2.2.2 Management personnel as FCSS determines necessary and in accordance with State Induction Program guidelines.

1.2.2.3 A full-time equivalent Program Secretary to provide the clerical support needs of the Induction Programs.

1.2.2.4 Clerical support personnel as FCSS determines necessary and in accordance with State Induction Program guidelines.

1.2.2.5 Additional management personnel and clerical staff as FCSS determines are necessary to implement the Induction Programs.

1.2.3 FACILITIES. Provide workspace for each Induction Program's personnel, and meeting and training space for each Induction Program's activities.

1.2.4 IMPLEMENTATION OF INDUCTION PROGRAMS.

1.2.4.1 Provide a process for equitable distribution of services to PTs and Coaches of School and other participating school districts, private schools, and charter schools.

1.2.4.2 Maintain a database for tracking each PT's progress toward completion of requirements for the Clear Multiple and/or Single Subject Teaching Credential(s) and/or Clear Education Specialist Teaching Credential(s).

1.2.4.3 Establish and maintain accurate records and reports; and maintain, as required or permitted by applicable laws, a confidential file to store information on PT who are new to either Induction Program involving individual formative assessments and progress toward induction completion.

1.2.4.4 Supply to the Commission on Teacher Credentialing **("CTC")** reports and other information as requested by CTC or FCSS on all matters related to each Induction Program requirements and activities.

1.2.4.5 Establish and convene a Clear Credential Advisory Committee and develop other administrative processes as provided in each Induction Program narrative.

1.2.4.6 Participate in local and State GE Teacher Induction Program and ES Induction Program evaluation.

1.2.4.7 Inform PT of the completion requirements for the Clear Multiple and/or Single Subject Teaching Credential(s) and/or Clear Education Specialist Teaching Credential(s).

1.2.4.8 Recommend to the CTC those PTs who have successfully completed the credential requirements of each Induction Program.

1.2.4.9 Provide PT with opportunities for participation in appropriate professional development activities based on their Individual Learning Plan **("ILP")**.

1.2.4.10 Provide PT with appropriate standards-based materials and professional resources.

1.2.4.11 From time to time during the Contract Term, may conduct visit(s) to any of School's school site to conduct other matters relating to the Induction Programs.

SECTION 1.3 SCHOOL RESPONSIBILITIES. School shall have the responsibilities set forth in this Section.

1.3.1 BUDGET. Develop and maintain a budget that allocates sufficient funds to meet the cost of implementing the Induction Programs at the School and as outlined in the budget.

1.3.2 PAYMENT TO FCSS, COACHES, AND PTs. School's obligations, if any, to make payments under this Agreement are as set forth on the Cover and Section 2.1 below.

1.3.3 IMPLEMENTATION OF INDUCTION PROGRAMS. School shall:

1.3.3.1 Be responsible for monitoring the credentialing of its teachers through coordination and cooperation with the Induction Programs.

1.3.3.2 Meet with Induction Leadership at a minimum of once annually, regarding Roles & Responsibilities.

1.3.3.3 Select PTs and Coaches to participate in the Induction Program(s).

1.3.3.4 At the point of hire, notify each new PT of his or her responsibility to enter an Induction Program in order to clear his or her general and/or education specialist teaching credential.

1.3.3.5 Provide exemplary teachers who meet GE and ES Induction Program selection criteria to work as Coaches who will meet regularly with PTs in order to provide on-going assistance, support, formative assessment, and monitoring of progress toward completion requirements for the Clear Multiple and/or Single Subject Teaching Credential and/or Clear Education Specialist Teaching Credential.

1.3.3.6 Provide FCSS' Induction Program designee with the names of PTs and Coaches in a timely manner to allow the Parties to begin work at the start of the School Year.

1.3.3.7 Ensure that Coaches attend scheduled trainings (up to 5 full days) and provide them with an additional four half-days of release time to observe and meet with each of their PTs.

1.3.3.8 Ensure that PTs are each provided with four half days to observe other teachers, pursuant to program requirements.

1.3.3.9 Provide PTs the opportunity to attend scheduled professional development training that correlates to their ILP focus.

1.3.3.10 Schedule and pay for substitute teachers for PTs and Coaches during all required Induction Program training.

1.3.3.11 Ensure that all School site administrative staff respect the confidentiality between Coaches and PTs. Induction Program assessment and activities will not be considered in School's teacher evaluation of a PT.

1.3.3.12 Participate in on-going local and State Induction Program evaluation.

1.3.3.13 Conduct an initial orientation for School's PT that includes an introduction to the School's staff to build a learning community climate within the School.

1.3.3.14 Conduct training with all of the School's PT, including, but not limited to: site and safety/crisis response plans; fire, earthquake, evacuation and lock down drills; medication dispensary procedures; handling of hazardous materials and blood borne pathogens; cardiopulmonary resuscitation **("CPR")**; epilepsy and asthma response; child abuse prevention mandated reporter training; parental rights and notification; discrimination, harassment, and sexual harassment policy; bus safety; first aid procedures; weapons on campus and conflict resolution; and guidelines for accessing and using outside speakers.

1.3.3.15 From time to time during the Contract Term, may provide training, which may include but is not limited to, induction towards clear credentialing and/or professional development at dates, times, and locations to be determined by FCSS or other agencies.

1.3.3.16 Responsible for: (A) the acts and omissions of the PTs, the Coaches who are School employees, and School officers, employees, and agents; and (B) taking all reasonable precautions for the safety and prevention of injury to the person of and damage or loss to the property of the PTs, the Coaches, and the School's officers, employees, agents, and students or to any officers, employees, agents, students, or invitees of FCSS or any third party.

1.3.4 SCHOOL'S SITE ADMINISTRATOR ROLES AND RESPONSIBILITIES. School shall ensure that each School employee who is designated as a site administrator **("Site Administrator")** understands that the knowledge, attitudes, and actions of the Site Administrator are critical to the success of the Induction Programs. School shall provide to, and review with, each Site Administrator the responsibilities set forth in Attachment 1, Site Administrator Roles and Responsibilities, and ensure that each Site Administrator complies with the provisions in Attachment 1.

1.3.5 SCHOOL'S HUMAN RESOURCES CONTACT ROLES AND RESPONSIBILITIES. School shall ensure that each School employee who is designated as a human resource contact **("Human Resources Contact")** for the Induction Programs shall have certain responsibilities, including but not limited to those set forth in Attachment 2, Human Resources Contact Roles and Responsibilities. School shall provide to, and review with, each Human Resources Contact the responsibilities set forth in Attachment 2 and ensure that he or she complies with the provisions in Attachment 2.

1.3.6 INDUCTION COACH QUALIFICATIONS, ROLES, AND RESPONSIBILITIES. School agrees to comply with and to ensure that each Coach whom School provides to provide support services to a PT shall sign and comply with the terms and conditions set forth in Attachment 3, Induction Coach Qualifications, Roles, and Responsibilities. Each completed and signed Attachment 3 shall become and constitutes a part of this Agreement.

1.3.7 PARTICIPATING TEACHER QUALIFICATIONS, ROLES, AND RESPONSIBILITIES. School agrees to comply with and to ensure that each of School's PT who participates in one or both Induction Programs shall

sign and comply with Attachment 4, Participating Teacher Qualifications, Roles, and Responsibilities. Each completed and signed Attachment 4 shall become and constitutes a part of this Agreement. To participate in the GE Induction Program and/or the ES Induction Program, each PT shall be a contracted teacher with a Level 1 and/or Preliminary Credential employed by the School.

SECTION 1.4 COMPLIANCE WITH APPLICABLE LAW AND GRANT. Each Party shall comply with all laws and related regulations applicable to its performance of this Agreement, and all laws and related regulations for which it agreed to comply under this Agreement (collectively and separately referred to as **"Applicable Law"**). Each Applicable Law is deemed inserted herein; however, if any conflict or inconsistency exists between a provision in this Agreement and a provision in an Applicable Law, the provision in this Agreement shall govern except where the provision in this Agreement is specifically prohibited or void by the Applicable Law in which case the provision in the Applicable Law shall govern to the extent provided in the Applicable Law. If any federal funds are used to pay for this Agreement, each Party shall comply with federal suspension and debarment regulations, including Executive Order 12549 (29 C.F.R. Part 98). Each Party shall comply with the terms and conditions of each grant (if any) that provides funding for this Agreement and all laws, regulations, and requirements applicable to such grant.

SECTION 1.5 WORK PRODUCTS AND RIGHTS THERETO. The following applies to any data, document, display, drawing, report, material, invention, work, and discovery, including any copyright, right, and interest therein or thereto and whether written, recorded, or electronically stored (collectively **"Work"**), that a Party prepares for or provides to the other Party pursuant to this Agreement: (A) the Work of each Party shall remain its property and that Party shall have all interests and rights thereto; (B) each Party grants to the other Party a limited license during the Contract Term to use and reproduce the other Party's Work necessary for the Party to perform its obligations under this Agreement; and (C) upon termination of this Agreement and a Party's request, the other Party shall return any Work that belongs to the requesting Party. The provisions of this Section shall survive the termination of this Agreement.

SECTION 1.6 RECORDS AND INFORMATION.

1.6.1 REQUIRED DOCUMENTS. School shall provide to FCSS each Required Document stated on the Cover, each of which is incorporated by reference into and constitutes a part of this Agreement. If any Required Document becomes incorrect or inapplicable or expires during the Contract Term, School shall promptly notify in writing and/or submit to FCSS the corrected, updated, or effective Required Document.

1.6.2 CONFIDENTIAL RECORDS AND INFORMATION. If any document and/or information (for example and not as a limitation, employee or student records) that are subject to nondisclosure or protection under federal and/or California laws (collectively **"Confidential Materials"**) are provided to or created by a Party for or pursuant to this Agreement, the Party shall: (A) not release, disseminate, publish, or disclose the Confidential Materials except as required by law or a court order, as this Agreement may permit, or as each Party, through its contact person listed on the Cover or other designated staff, may authorize in writing; (B) not use the Confidential Materials for any purpose not related to its performance of this Agreement; and (C) protect and secure the Confidential Materials, including those that are saved or stored in an electronic form, to ensure that they are safe from theft, loss, destruction, erasure, alteration, and unauthorized viewing, duplication, and use. The provisions of this Subsection shall survive the termination of this Agreement.

1.6.3 RECORD RETENTION, INSPECTION, AND AUDIT. School shall maintain accurate books and records relating to the Induction Programs and all documents required of School under this Agreement for at least five years after the date on which this Agreement terminates and make them available for review, audit, and/or copying by FCSS. If this Agreement involves the expenditure of $10,000 or more in funds from the State, it is subject, for three years after the final payment is made, to the State Auditor's examination and audit at FCSS' request or as part of an audit of FCSS. The provisions of this Subsection shall survive the termination of this Agreement.

ARTICLE 2 PAYMENT.

SECTION 2.1 PAYMENT OF SCHOOL FEE TO FCSS BY CONSORTIUM SCHOOL. School shall pay to FCSS the fees in accordance with Payment details on the Cover.

ARTICLE 3 TERM AND TERMINATION OF AGREEMENT.

SECTION 3.1 CONTRACT TERM. This Agreement is effective on the Effective Date and continues in full force and effect thereafter until and including the Termination Date and any extension thereto **("Contract Term")** and, unless

terminated during the Contract Term in accordance with Section 3.2 below, shall terminate at 12:00 midnight on the last day of the Contract Term without any notice or action by either Party. Any extension of the Contract Term shall be set forth in an amendment executed by the Parties.

SECTION 3.2 TERMINATION DURING CONTRACT TERM.

3.2.1 TERMINATION WITH OR WITHOUT CAUSE. During the Contract Term and unless specifically permitted otherwise in this Section, a Party may terminate this Agreement with or without cause by giving the other Party written notice for the Notice Period stated on the Cover.

3.2.2 TERMINATION ON OTHER GROUNDS. Despite any contrary provisions in this Agreement, FCSS may terminate this Agreement effective on the date stated in FCSS' written notice of termination to School if FCSS, the Fresno County Board of Education, and/or any entity from which FCSS receives or is to receive funds to pay for either Induction Program and this Agreement reduce or eliminate some or all such funds, or fail or determine not to appropriate sufficient funds to make future payments under this Agreement or to cover FCSS' costs to perform FCSS' obligations under this Agreement and to implement one or both Induction Programs.

3.2.3 RIGHTS AND OBLIGATIONS UPON TERMINATION. If School or FCSS terminates this Agreement for any reason, the following shall apply:

3.2.3.1 SCHOOL FEE. If the School is required to and has paid the School Fee, FCSS shall refund a portion of the School Fee, as follows: If PTs enroll any time during a fall semester and the Agreement is terminated by either party on or before December 31 of the same year, the School shall be invoiced and shall pay one-half of the full per-PT charge for each PT. If PTs are enrolled on or after January 1, the School shall be invoiced and shall pay the full per-PT charge for each PT. If Coach is provided by FCSS and PTs enroll any time during a fall semester and the Agreement is terminated by either party on or before December 31 of the same year, the School shall be invoiced and shall pay one-half of the full charge for each Coach provided. If PTs are enrolled on or after January 1, the School shall be invoiced and shall pay the full for each Coach.

SECTION 3.3 FORCE MAJEURE. A Party is not liable for failing or delaying performance of this Agreement due to events that are beyond the Party's reasonable control and occurring without its fault or negligence, for example, acts of God such as tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters (collectively **"Force Majeure"**) provided that the Party has notified the other Party in writing of the occurrence of the Force Majeure, except that a Force Majeure shall not excuse a Party's payment of any amount that is due to the other Party under this Agreement where the obligations for which payment is sought has been performed and there has been compliance with the provisions under Article 2 above.

ARTICLE 4 INSURANCE.

School, at its cost and during the Contract Term, shall maintain in effect insurance or self-insurance that complies, at a minimum, with the following requirements, and shall provide written proof of such insurance to FCSS upon FCSS' request: (A) *commercial general liability* with limits of not less than $1,000,000 per occurrence and $2,000,000 general aggregate and with coverage for property damage, bodily injury, and personal and advertising injury; (B) w*orkers compensation* with limits of not less than $1,000,000 or as required by State laws, whichever is greater; and *employer's liability insurance* of not less than $1,000,000; and (C) *commercial automobile liability* covering, at a minimum, all owned, non-owned, and hired autos or any auto, with a combined single limit of not less than $1,000,000 per accident. FCSS hereby represents that FCSS maintains self-insurance covering general liability, workers compensation, employer's liability, and automobile liability and will provide written proof thereof to School upon School's request.

ARTICLE 5 INDEMNITY.

Each Party's indemnity, defense, and hold harmless obligations to the other Party under or related to this Agreement shall be governed solely by this Article. A Party **("Indemnitor")** shall: (A) indemnify and hold harmless the other Party **("Indemnitee")** to the full extent permitted by California laws for any Loss sustained by Indemnitee or a Third Party only in proportion to Indemnitor's liability based on a Final Determination; and (B) defend and pay for all of Indemnitor's attorney's fees and litigation costs related to any Claim or Loss without any right against or from the Indemnitee for indemnity and/or hold harmless of such costs and fees, or any right for defense. A Party who intends to seek or seeks indemnity and/or hold harmless for any Loss from the other Party: (A) shall notify the other Party in writing and within a reasonable time after the Party knows or becomes aware of any Claim that may or will result in a Loss, describing, if known or determinable, the pertinent circumstances, all entities and persons involved, and the

amount being claimed; and (B) shall not settle or resolve the Claim until it has notified the other Party of the Claim in accordance with the preceding provision and given the other Party written notice and an opportunity to participate in and to consent to the settlement or resolution of the Claim, which consent the other Party shall not unreasonably withhold. A Party's obligations under this Article are not limited to or by any insurance that it maintains or the lack of insurance but apply to the full extent permitted by California laws, and shall survive the termination of this Agreement. **"Claim"** means any claim, demand, lawsuit, cause of action, action, cross-complaint, cross-action, and/or proceeding arising out of, resulting from, or relating to this Agreement where there has been no Final Determination. **"Loss"** means any bodily injury, property damage, personal injury, advertising injury, liability, loss, damage, judgment, expense, and/or cost (excluding attorney's fees and litigation costs that a Party or a Third Party incurred or paid related to a Loss or Claim) arising out of, resulting from, or relating to this Agreement and for which there has been a Final Determination that a Party is or both Parties are liable. **"Third Party"** means a person who or an entity that is *not* any of the following: (A) a Party; (B) an officer, employee, or agent of a Party; or (C) contracted with (whether directly or through a subcontract of any level) or otherwise retained by a Party to act for or on the Party's behalf. **"Final Determination"** means any judgment, order, or decision, each a **"Determination,"** by a court of competent jurisdiction or a governmental entity with jurisdiction to render the Determination where the Determination is not subject to appeal or the period for an appeal has expired.

ARTICLE 6 DISPUTE RESOLUTION.

The Parties shall meet and confer in good faith to resolve any dispute between them arising out of, resulting from, or relating to this Agreement, including any Claim or Loss for which a Party seeks indemnity pursuant to Article 5 and any dispute relating to this Agreement that arises or occurs after the termination of this Agreement. During any dispute, FCSS' decision, for the time being, shall prevail and the Parties shall perform this Agreement as FCSS directs without prejudice to a Final Determination, as this term is defined in Article 5 above. During a dispute regarding payment under this Agreement, the Party that is paying shall pay the payee Party the amount that is undisputed and due to the payee Party; if a disputed amount is finally determined in a Final Determination to be due to the payee Party, the payor Party shall pay such amount to the payee Party within 30 days of the Final Determination, unless a different date is stated in the Final Determination or in an agreement executed by the Parties, in which case, the payor Party shall pay the Payee Party in accordance therewith. Except for an action to preserve the status quo and/or prevent irreparable harm, a Party shall not commence any cause of action, action, lawsuit, or proceeding arising out of, resulting from, or relating to this Agreement or the Programs until after complying with this Article. The provisions of this Article shall survive the termination of this Agreement.

ARTICLE 7 GENERAL PROVISIONS.

SECTION 7.1 ENTIRE AGREEMENT, EXECUTION, AMENDMENT, AND WAIVER. This Agreement is a complete and exclusive statement of the Parties' agreement under Code of Civil Procedure section 1856. The Parties may execute this Agreement and any amendment hereto in counterparts such that each Party's signature is on a separate page. A copy or an original of this Agreement or an amendment with the Parties' signatures, whether original or transmitted by electronic means, shall be deemed a fully executed contract. The Parties may amend or waive any provision of this Agreement only by a writing executed by them.

SECTION 7.2 INTERPRETATION; APPLICABLE LAWS AND TIME ZONE; VENUE; SEVERABILITY; AND SURVIVAL OF TERMINATION. In the event of any uncertainty of any language in this Agreement, the Parties agree that the provisions of Civil Code section 1654 shall not apply to interpret the uncertainty. The language of this Agreement shall be interpreted according to its fair meaning and not strictly for or against any Party and under California laws without giving effect to California's choice of law provisions that may result in the application of the laws of another jurisdiction. All dates and times stated in this Agreement shall be according to Pacific Time. All causes of action, actions, lawsuits, and proceedings arising out of, resulting from, or relating to this Agreement shall be adjudicated in state or federal court in Fresno County, California, provided that FCSS does not hereby waive any immunity to suit. If a court of competent jurisdiction holds any provision of this Agreement void, illegal, or unenforceable, this Agreement shall remain in full force and effect and shall be interpreted as though such invalidated provision is not a part of this Agreement and the remaining provisions shall be construed to preserve the Parties' intent in this Agreement. Any provision in this Agreement that by its nature applies after, or is specifically stated to survive, the termination of this Agreement shall survive the termination of this Agreement.

SECTION 7.3 INDEPENDENT CONTRACTOR, ASSIGNMENT, AND TRANSFER. Each Party is an independent contractor, and it and its officers, employees, and agents are not, and shall not represent themselves as, officers, employees, or agents of the other Party. This Agreement does not and shall not be construed to create an employment or agency relationship, partnership, or joint venture between the Parties. Each Party and its officer, employees, agents, and any other person performing services for or on behalf of the Party shall not have any right or claim against the other Party for wages or employee compensation, social security benefits, workers compensation

benefits, health benefits, vacation, sick leave, or other employee benefits. Each Party shall not assign or transfer any or all of its obligations and/or rights under this Agreement, including by operation of law or change of control or merger, without the other Party's prior written consent, the Parties agreeing that this provision does not prohibit FCSS from contracting with one or more third parties to perform any of FCSS' obligations under this Agreement.

SECTION 7.4 NOTICES. Except as may be specifically stated otherwise in this Agreement in which case such provision shall govern to the extent provided therein, each Party shall give any notices, demands, and all other communications required or permitted under this Agreement in writing and by one of the following methods to the other Party at its address and/or email stated on the Cover, delivery to be effective upon receipt thereof by the other Party: (A) hand delivery; (B) sent by a reputable overnight courier service that tracks the delivery; (C) sent by certified mail, return receipt requested, postage prepaid; or (D) sent by regular mail *and* transmitted by e-mail; and, ***if to FCSS, a copy of any notice and demand by email to***: FCOE Legal Services at legalservices@fcoe.org. A Party may change its contact person and/or contact information stated on the Cover by notifying the other Party of the particular change and the effective date thereof in accordance with this Section. The provisions of this Section shall survive the termination of this Agreement.

/ /

ATTACHMENT 1

SITE ADMINISTRATOR ROLES AND RESPONSIBILITIES

Site Administrator understands that his/her knowledge, attitudes, and actions are critical to the success of an effective Induction Program. In order to create and nurture the positive climate necessary for this success, each Site Administrator shall have certain responsibilities for facilitating the successful implementation and operation of the GE Induction Program and/or ES Induction Program (separately **"Induction Program"** and collectively **"Induction Programs"**), which responsibilities include but are not limited to the following:

1. Annually meet with FCSS' staff that are responsible for the implementation of the Induction Programs **("Program Staff"**) and attend any periodic informational meetings.

2. Keep informed about the activities and requirements of the Induction Programs by reviewing written Induction Program materials and communicating with the Induction Program Staff as necessary.

3. Select fully-credentialed teachers with a minimum of three years of exemplary teaching experience that meet Induction Program selection criteria (as stated on the Induction Coach Nomination Form) to work as Induction Coaches **("Coaches")** who will meet regularly for a minimum of 1 hour per week with Participating Teachers **("PTs")** to provide the PT with on-going assistance, support, ILP development, and monitoring of completion of the requirements for the Clear General Education Teaching Credential and/or Clear Education Specialist Credential. **(must be completed within two years) Failure to complete requirements in a timely and consistent manner within two years may result in an extended program for the Participating Teacher. When a Participating Teacher is required to continue the program into the next fiscal year the School shall be invoiced $1000 per semester beyond the initially established two-year plan.**

4. Appropriately match, well in advance of the beginning of the School Year, PTs with Coaches at the same site based on credentials held, subject matter/grade level taught, and relevant experience. ES Induction Program PTs and Coaches who are paired must have matching credential types. If an exact match is not possible within a pair, another veteran teacher with the same credential type must be made available in addition to the assigned Coach to offer specialized support to the PT via phone/video, email, or in person.

5. Assign one PT (two maximum) to each Coach, unless the Coach is on full or part-time release.

6. Place PTs in classroom assignments that provide opportunities for success and professional growth and provide additional assistance to PTs assigned to work in more challenging settings.

7. Provide necessary release time for PTs and Coaches to attend scheduled trainings and or ILP related professional development (5 full days per school year) and a minimum of four half-days of release time for Coach and/or PT to complete required observations.

8. Participate in formal and informal evaluations of the Induction Programs.

9. Understand that the School must provide and cover the costs of substitutes for the School's PTs and Coaches, pay any stipends for Coaches (if School elects to pay such stipends), and provide release time for observation.

10. Understand and agree that the activities of the Induction Programs can play no part in the formal evaluation process of any PT.

11. Respect and maintain the confidentiality between each PT and each Coach.

12. Conduct an initial orientation for PTs to introduce them to the staff and learning community, and to inform them about site resources, personnel, procedures, and policies. Conduct training with all PT that includes: site and School safety/crisis response plans; fire, earthquake, evacuation and lock down drills; medication dispensary procedures; handling of hazardous materials and blood borne pathogens; CPR; epilepsy and asthma response; child abuse prevention mandated reporter training; parental rights and notification; discrimination, harassment, and sexual harassment policy; bus safety; first aid procedures; weapons on campus and conflict resolution; and guidelines for accessing and using outside speakers.

13. Provide input into the PTs ILP, based on needs determined by PT and provide applicable professional development opportunities relating to that focus.

14. Monitor and be involved in each PT and Coach's progress as deemed necessary by the FCSS' Induction Program Staff.

/ /

ATTACHMENT 2

HUMAN RESOURCES CONTACT ROLES AND RESPONSIBILITIES

Each School employee who is designated as a human resource contact **("Human Resources Contact")** for the GE Induction Program and the ES Induction Program, separately **"Induction Program"** and collectively **"Induction Programs,"** understand that he/she has certain responsibilities, including but not limited to the following:

1. Understand the eligibility for the PT to participate in one or both Induction Programs.

2. Understand and notify eligible Participating Teachers **("PT")** that they must complete the Teacher Induction Program within two years.

3. At the point of hire, determine whether or not newly hired teachers qualify for one or both Induction Programs, using the Notification of Eligibility for Induction form provided by FCSS staff that is responsible for implementing the Induction Programs **("Induction Program Staff").**

4. Notify each PT of his/her responsibility to enter a professional teacher induction program and complete the Notification Form.

5. Forward a copy of the completed Notification Form, along with a copy of the PT's credential, to Induction Program Staff within 15 working days of the date on which the PT was hired.

6. Provide a copy of the completed Notification Form to the PT and retain one copy for the School's records.

/ /

ATTACHMENT 3

INDUCTION COACH QUALIFICATIONS, ROLES, AND RESPONSIBILITIES

[Must be signed by each Instructional Coach at the time of registration]

Print Name:_____ District:_____

Signature:_____ School Site:_____

Date:_____ Grade/Subject:_____

I, being the person named above, understand that my work as an Induction Coach (**"Coach"**) is crucial to the success of the Fresno County Superintendent of Schools ("FCSS") General Education **("GE")** Induction Program and Education Specialist **("ES")** Induction Program, separately **"Induction Program"** and collectively **"Induction Programs"**. I represent that I have a minimum of three or more years of exemplary teaching experience; understand best instructional practices; have knowledge of beginning teacher development; have knowledge of State-adopted frameworks and academic content standards and performance levels; and I am committed to support each Participating Teacher **("PT")** who is assigned to me through a collaborative relationship. I agree to assume certain responsibilities for ensuring and facilitating the successful implementation and operation of the Induction Programs, including but not limited to:

1. Commitment to work with the PT for at least two school years.

2. Work collaboratively with the PT by meeting on a set day and time a minimum of 1 hour per week for planning, coaching, problem solving assistance, facilitating reflective practice, working on the ILP and completing program requirements. I understand that the PT's failure to complete requirements in a timely manner will result in meetings with FCSS staff who are responsible for implementing the Programs **("Induction Program Staff")** and/or notification to my School's site administrator.

3. Provide on-site support to the PT through lesson development, lesson observation, lesson demonstration, lesson debrief, and student work analysis as may be appropriate.

4. Participate in all Coach trainings, network meetings, and other related events or activities to acquire the skills needed to effectively complete program requirements and to provide specific support based on the California Standards for the Teaching Profession **("CSTP")**.

5. Complete and submit to Induction Program Staff monthly collaboration logs as evidence of monthly collaboration with PTs. I understand that delinquent monthly collaboration logs will be reported to my district and will affect my ability to further participate as an induction coach. I understand that if any stipend is made available by the district, it may be affected.

6. Participate in local and State evaluation activities of the Induction Programs and their operations (i.e. surveys, questionnaires, and interviews).

7. Guide and assist the PT to develop and implement, and periodically revise an Individual Learning Plan (ILP) and to collect evidence required for credential completion within **two years**.

9. Assist the PT in collecting and demonstrating all required evidence in Digital Portfolio that demonstrates progress towards professional growth objectives as they relate to CSTPs, state adopted frameworks, and adopted curriculum.

10. Understand and agree: (A) School may make a stipend available for work performed outside of regular work hours, completion of program requirements, and required documentation; (B) my failure to fully perform in accordance with this Attachment or submit documents on time will result in a loss or reduction of the stipend, if any stipend is provided by School; (C) PT's participation in an Induction Program has no bearing on, and plays no part in, the PT's formal evaluation process in the School; and (E) Coach effectiveness survey information will be collected, analyzed, and shared with applicable stakeholders, used in state reporting, and considered for future individual nomination.

11. Maintain appropriate confidentiality and professional discretion concerning my work with the PT.

12. If either the PT or I are dissatisfied with the pairing, contact the Induction Program Staff at the earliest practical opportunity.

13. I hereby authorize FCSS to release all of my Induction Program records and/or any information contained therein to my employer, to determine amount and conditions of funding, and to assess progress toward completion of the Program.

13. I also hereby consent to the recording and/or transmission of my image and/or voice (hereinafter "Recordings") during my participation in the Induction Program. I acknowledge that FCSS will own such Recordings and further grant my consent to FCSS to copyright, display, use/reuse, modify, transmit, exhibit, print and reprint, publish and distribute such Recordings, in whole or in part, without restriction and without compensation, now and in the future, in any manner whatsoever related to FCSS business, including without limitation publications, advertisements, brochures, website posts, or other electronic displays and transmissions thereof for instructional, promotional, artistic, trade, commercial or other purposes. I further waive any right to inspect or approve the use of such Recordings, or other electronic displays and transmissions thereof. I further release and hold FCSS harmless from any and all liability arising out of the use of the Recordings in any manner or media whatsoever.

☐ YES ☐ NO

ATTACHMENT 4

PARTICIPATING TEACHER, QUALIFICATIONS, ROLES, AND RESPONSIBILITIES

[Must be signed by each Participating Teacher at the time of registration]

Print Name:_____ District:_____

Signature:_____ School Site:_____

Date:_____ Grade/Subject:_____

I, being the person named above, understand and agree that to receive the full benefits provided by the Fresno County Superintendent of Schools ("FCSS") General Education **("GE")** Induction Program and/or Education Specialist **("ES")** Induction Program, separately **"Induction Program**" and collectively **"Induction Programs"**. My participation carries with it certain personal responsibilities and expectations, which include but are not limited to, the following:

1. Work collaboratively with my assigned Induction Coach **("Coach")** by meeting on a set day and time a minimum of 1 hour a week, and communicating on a regular basis.
2. Collaborate with my Coach to complete and submit to FCSS staff who are responsible to implement the Programs (**"Induction Program Staff"**) collaboration logs.
3. Work collaboratively with my Coach to develop an ILP that includes professional growth objectives based on evidence, reflection, and the California Standards for the Teaching Profession (CSTP)
4. Attend regularly scheduled meetings, trainings, and workshops related to induction requirements, and bring all required materials to the network meetings.
5. All Level 1 PTs must complete additional requirements. Any and all costs related to the additional requirements are the responsibility of the PT. (Only applicable to ES Induction Program PT).
6. Use the Continuum of Teaching Practice **("CTP")** as a guide for self-assessment.
7. **Complete all Induction Program requirements in collaboration with my Coach. I understand that failure to complete requirements in a timely manner will result in additional meetings and/or observations with the Induction Program Staff and/or notification to my School Site Administrator. Failure to complete requirements in a timely and consistent manner within two years may result in an extended program for the Participating Teacher. When a Participating Teacher is required to continue the program into the next fiscal year, the School shall be invoiced $1000 per semester beyond the initially established two-year plan.**
8. Collect all required evidence in Digital Portfolio that demonstrates professional growth objectives as they relate to CSTPs, state adopted frameworks, and adopted curriculum. Participate in local and State evaluation activities of the Induction Program(s) and their operations (i.e. surveys, questionnaires, and interviews).
9. Understand the following: (A) my participation in an Induction Program has no bearing on, and plays no part in, my formal evaluation process in the School; (B) The Induction Program and my responsibilities to the program and for obtaining my clear credential were explained to me. I am expected to complete the Induction Program(s) within 2 school years; (C) I may request an extension by completing an Induction Program Extension Request only if personal catastrophic incidents or illness prevent me from completing the Induction Program(s) within the two years; (D) an early completion option is available for qualified teachers with at least two years of teaching experience and successfully meet all Early Completion Option (ECO) application requirements; (E) I must successfully complete **all Induction Program requirements** within two school years in order to be recommended for my Clear Teaching Credential; and (F) Feedback on my Coach's effectiveness will be collected, analyzed, and shared with applicable stakeholders, used in state reporting, and considered for future Coach nomination.
10. If either I or the Coach assigned to assist me are dissatisfied with the pairing, contact Induction Program Staff at the earliest practical opportunity.
11. I understand the Advice and Assistance Process for the FCSS GE and ES Induction Program(s). I understand that my participation in the Induction Program will be monitored and documented. This monitoring includes ongoing portfolio reads and may include additional advice and assistance. Lack of adequate progress may be reported to my employer.

12. I understand that during the course of my participation in the Induction Program I will be privy to the "educational records" of students at the School Site, as that term is defined by and used for purposes of the Family Educational Rights and Privacy Act ("FERPA"). Accordingly, I agree to abide by all of the confidentiality provisions and policies of FERPA with respect to such "education records." Specifically, I acknowledge the rights of parents and students to maintain the privacy of "education records."

13. I hereby authorize FCSS to release all of my Induction Program records and/or any information contained therein to my employer, to determine amount and conditions of funding, and to assess progress toward completion of the Program.

14. I also hereby consent to the recording and/or transmission of my image and/or voice (hereinafter "Recordings") during my participation in the Induction Program. I acknowledge that FCSS will own such Recordings and further grant my consent to FCSS to copyright, display, use/reuse, modify, transmit, exhibit, print and reprint, publish and distribute such Recordings, in whole or in part, without restriction and without compensation, now and in the future, in any manner whatsoever related to FCSS business, including without limitation publications, advertisements, brochures, website posts, or other electronic displays and transmissions thereof for instructional, promotional, artistic, trade, commercial or other purposes. I further waive any right to inspect or approve the use of such Recordings, or other electronic displays and transmissions thereof. I further release and hold FCSS harmless from any and all liability arising out of the use of the Recordings in any manner or media whatsoever.

☐ YES ☐ NO

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WCESD BOARD OF TRUSTEES

ITEM NO. VI.A.10
DATE: JUNE 28, 2016

SUBJECT TITLE: REVISED DISTRICT CALENDAR FOR THE 2016-17 SCHOOL YEAR

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Adopt the revised 2016-17 District Calendar

BACKGROUND

Board Policy requires the Governing Board to adopt a school calendar that meets the requirements of law as well as the needs of the community, students, and the work year as negotiated with the district's employee organization(s).

CONSIDERATION

School calendar issues related to the work of employees such as beginning and ending dates, summer vacations, and school holidays are negotiable. Additionally, in accordance with Board policy, the calendar must show legal and local holidays, staff development days, orientation days, minimum days, and other pertinent dates. The 2016-17 District Calendar was adopted at the April 12, 2016 Regular Board Meeting. Subsequent to the adoption, I met with a representative of the Washington Colony Teachers Association and discussed the possibility of revising the 1st / 2nd Trimesters Parent/Teacher conferences dates from Monday – Thursday instead of Tuesday – Friday. Therefore, the additional professional development Pre-service day at this time has not been determined.

FINANCIAL IMPACT:

$0

FUNDING SOURCE:

General Fund (0100) – Supplemental and Concentration Grants

Moved by _____ Second _____

Vote:
Ayes:_____ Noes_____ Abstentions:_____ Absent:_____

WASHINGTON COLONY ELEMENTARY SCHOOL DISTRICT
DISTRICT CALENDAR
2016 – 2017

JULY

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

0

AUGUST

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

12

SEPTEMBER

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

21

OCTOBER

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

21

NOVEMBER

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

16

DECEMBER

S	M	T	W	T	F	S
				1	2	3
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18	19	20	21	22	23	24
25	26	27	28	29	30	31

12

JANUARY

S	M	T	W	T	F	S
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

16

FEBRUARY

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

18

MARCH

S	M	T	W	T	F	S
			1	2	3	4
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

23

APRIL

S	M	T	W	T	F	S
						1
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

14

MAY

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

22

JUNE

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

5

VACATIONS AND HOLIDAYS

Independence Day	July 4, 2016
Labor Day	September 5, 2016
Veteran's Day	November 11, 2016
Thanksgiving Break	November 21 – 25, 2016
Winter Break	December 19, 2016 – January 6, 2017
Martin Luther King's Day	January 16, 2017
Lincoln's Birthday	February 13, 2017
President's Day	February 20, 2017
Spring Break	April 10 – 17, 2017
Memorial Day	May 29, 2017

MINIMUM DAYS (Dismissal time – 1:15 PM)

Monday 11/14 – Friday 11/18	Conference Week
Friday, December 16, 2016	
Monday 3/13 – Thursday 3/16	Conference Week
Friday, April 7, 2017	
Wednesday, June 7, 2017	Last day of school

	First & Last Day of School
	Vacations & Holidays
	Teacher Pre/Post-service Days

EVERY MONDAY is "early-out" for Staff Professional Development. Dismissal times are as follows:

Kindergarten	1:30 PM
Grades 1 – 3	1:30 PM
Grades 4 – 8	2:15 PM

GRADING PERIODS

1st Trimester
Progress Report: Friday, September 23, 2016
End of Trimester: Friday, November 4, 2016
Parent/Teacher Conferences: November 14 – 17, 2016

2nd Trimester
Progress Report: Friday, January 13, 2017
End of Trimester: Friday, March 3, 2017
Parent/Teacher Conferences: March 13 – 16, 2017

3rd Trimester
Progress Report: Friday, April 7, 2017
End of Trimester (Report Card): Wednesday, June 7, 2017

Board Adopted: April 12, 2016

WCESD BOARD OF TRUSTEES

ITEM NO. VI.A.11
DATE: JUNE 28, 2016

SUBJECT TITLE: SURPLUS EQUIPMENT/OBSOLETE TEXTBOOKS

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Approve the Superintendent's recommendation for disposition of obsolete textbooks and instructional materials. (see forms attached)

BACKGROUND

When any district-owned instructional materials, equipment, supplies, or other personal property becomes unusable, obsolete, or no longer needed, the Superintendent is required to notify the Governing Board and recommend the manner of disposal in accordance with one of the methods prescribed by law and administrative regulation.

CONSIDERATION

The outdated curriculum and instructional materials listed on the following Surplus Equipment/Obsolete Textbook Forms are being replaced by newly adopted ELA/ELD curriculum and the 161 students' desks (3^{rd} – 5^{th}) are being replaced with new furniture purchased for these grade levels (3^{rd} – 5^{th}). These materials selected have no foreseeable value in other instructional areas.

Moved by _____ Second _____

Vote:
Ayes:_____ Noes_____ Abstentions:_____ Absent:_____

WASHINGTON COLONY SCHOOL DISTRICT

Surplus Equipment/Obsolete Textbook Form

Date 6-21-16 Site Washington Colony

Form Completion Instruction. In Description block provide the following:

. Textbooks: Title, publisher, copyright date, quantity and reason for withdrawal.

. Equipment: Name, estimated value, quantity and reason for surplus.

Description	Recommended Disposition
Outdated Curriculum	Recycle / Disposal
See Attached	
(Obsolete / Broken Items)	

X For additional items check here and attach list.

Site Administrator Approval Lisa Daniels 6-20-16

Signature Date

Disposition:

New ELA, ELD, and Math Curriculum was purchased.

Washington Colony School District
Surplus Equipment/Obsolete Textbook Form
June 2016

Description	Recommended Disposal	
English Now ELD 2007 Teacher Manuals/Resources, Student Books Grades K-3	Recycle/Disposal	
Houghton Mifflin: Reading California/Expeditions 2003 Teacher Manuals/Resources, Student Books Grades K-5	Recycle/Disposal	
Hampton Brown 1999 **High Point ELD** Teacher Manuals/Resources, Student Books Grades 4-8	Recycle/Disposal	
Lit Conn 2007 Storybooks, Student Assessment Booklets	Recycle/Disposal	
HSP Math 2009 Teacher Resources, Student Books	Recycle/Disposal	
McGraw Hill **CA Adventures in Time and Place**	Recycle/Disposal	
HM Horizons 2003 Teacher Resources, Student Books	Recycle/Disposal	
HM Rewards 2003 Teacher Resources, Student Books	Recycle/Disposal	
Engage New York Math 2014 Student Books	Recycle/Disposal	
Harcourt CA Math Teachers Edition #3 Volume	Recycle/Disposal	
Mc Dougal Littell 2003 Teacher Resources, Student Books	Recycle/Disposal	
Science Discovery Works Teacher Resources/Student Books		
Hampton Brown 1996 **English at Your Command** Teacher Resources, Student Books	Recycle/Disposal	
1 Panasonic CD Player (Broken)	Recycle/Disposal	
4 Keyboards (Broken)	Recycle/Disposal	
1 Alto Saxophone (Beyond Repair)	Recycle/Disposal	
1 Tenor Sax Case	Recycle/Disposal	

WASHINGTON COLONY SCHOOL DISTRICT

Surplus Equipment/Obsolete Textbook Form

Date 6/24/16 Site Washington Colony

Form Completion Instruction. In Description block provide the following:

. Textbooks: Title, publisher, copyright date, quantity and reason for withdrawal.

. Equipment: Name, estimated value, quantity and reason for surplus.

Description	Recommended Disposition
161 student desks	
New classroom furniture was	
purchased for grades 3-5. Updated	
5 Broken Cassette Players	Throw Away

_____For additional items check here and attach list.

.....

Site Administrator Approval Gina Davies

Signature Date

Disposition:

_____

_____

_____

WCESD BOARD OF TRUSTEES

ITEM NO. VI.B.1
DATE: June 28, 2016

SUBJECT TITLE: INTERDISTRICT ATTENDANCE PERMITS

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Ratify action on Interdistrict Attendance Permit request for the 2016-17 school year.

BACKGROUND

The Governing Board recognizes that parents/guardians of students who reside in one district may, for a variety of reasons, choose to enroll their child in a school in another district. The Board may enter into an agreement with any other school district for the interdistrict attendance of students who are residents of the districts. The agreement shall specify the terms and conditions under which interdistrict attendance is to be permitted or denied. Upon receiving a permit for transfer into the district that has been approved by the student's district of residence, or upon receiving a written request from the parent/guardian of a district student who wishes to enroll in another district, the Superintendent or designee may approve or deny the permit subject to the terms and conditions of the interdistrict attendance agreement.

The district is not required to provide transportation beyond any school attendance area. However, upon request, the Superintendent or designee may authorize transportation for students living outside an attendance area to and from designated bus stops with the attendance area ifs space is available.

CONSIDERATION

The Superintendent or designee may approve an interdistrict attendance permit for a student for any of the following reasons when stipulated in the agreement:

1. When the student has been determined by staff of either the district of residence or district of proposed attendance to be a victim of an act of bullying as defined in Education Code 48900(r)
2. To meet the child care needs of the student
3. To meet the student's special mental or physical health needs as certified by a physician, school psychologist, or other appropriate school personnel
4. When the student has a sibling attending school in the receiving district, to avoid splitting the family's attendance
5. To allow the student to complete a school year when his/her parents/guardians have moved out of the district during that year
6. To allow the student to remain with his/her 8th grade graduating class
7. When the parent/guardian provide written evidence that the family will be moving into the district in the immediate future and would like the student to start the year in the

Moved by _____ Second _____

Vote:
Ayes:_____ Noes_____ Abstentions:_____ Absent:_____

district

8. When the student will be living out of the district for one year or less
9. When recommended by the School Attendance Review Board or by county child welfare, probation, or social service agency staff in documented cases of serious home or community problems which make it inadvisable for the student to attend the school of residence.
10. When there is valid interest in a particular educational program not offered in the district of residence.
11. To provide a change in school environment for reasons of personal and social adjustment.

The Superintendent or designee may deny initial requests for interdistrict attendance permits due to limited district resources, overcrowding of school facilities at the relevant grade level or other considerations that are not arbitrary.

Moved by _____ Second _____

Vote:
Ayes:_____ Noes_____ Abstentions:_____ Absent:_____

WCESD BOARD OF TRUSTEES

ITEM NO. VI.B.2
DATE: June 28, 2016

SUBJECT TITLE: RESIGNATION

Action √ Discussion _____ Information _____

RECOMMENDATION:

Ratify Superintendent's acceptance of Kristi Garcia resignation effective June 30, 2016.

BACKGROUND:

Any district employee who desires to resign his/her position must submit, in writing, a letter of resignation which indicates the date which the employee intends as his/her last day at work. The Governing Board encourages employees to provide advance notice that is appropriate for the position they hold.

Per Board Policy 4117.2 *Resignation* the Board has authorized the Superintendent or designee to accept an employee's written resignation and to set its effective date. Once the Superintendent or designee has accepted and set an effective date for this resignation, the resignation may not thereafter be withdrawn by the employee.

CONSIDERATION:

Kristi Garcia, 2nd Grade Teacher, is resigning her position effective June 30, 2016, in order to accept a position in another district as a Teacher.

Moved by _____ Second _____

Vote:
Ayes:_____ Noes_____ Abstentions:_____ Absent:_____

Washington Colony School Board J.C.
Jesus Cruz
130 E. Lincoln Ave
Fresno, CA 93706

Please accept my official resignation from Washington Colony, effective June 30, 2016. Though I have enjoyed the past 5 years with Washington Colony, it is time to move on. I have recently accepted another position with Central Unified School District. The decision was quite hard, but at this time, I need to work in a district that has a better pay scale, insurance, and room for professional growth.

Thank you for all of the support you and the school community have given me. I will never forget your generosity and the important skills I have learned at Washington Colony. I have truly enjoyed working alongside everyone here at Washington Colony and wish everyone the best in their future endeavors.

Yours Truly,

Kristi Garcia

WCESD BOARD OF TRUSTEES

ITEM NO. VI.B.3
DATE: June 28, 2016

SUBJECT TITLE: RETIREMENT

Action √ Discussion _____ Information _____

RECOMMENDATION:

Ratify Superintendent's acceptance of Retirement of Bus Driver/Custodian. Moses Lujan is retiring from WCESD effective July 31, 2016.

CONSIDERATION:

Moses Lujan, Bus Driver/Custodian is retiring effective July 31, 2016.

June 21, 2016

Mr. Jesus Cruz, Superintendent J.C.
Washington Colony School Board
Washington Colony School District
130 East Lincoln Avenue
Fresno, California 93706

Dear Mr. Cruz and Washington Colony School Board,

After much consideration, I have decided to retire from the Washington Colony School District effective July 31, 2016. I have enjoyed my 26 years serving our students, staff and community and I have established friendships that will continue long after I depart. Even though I am excited about beginning this new chapter in my life, I am sad to be leaving this place I have called home. It has been my honor and privilege to have worked with you, the school board and the best staff in Fresno County.

Sincerely,

Moses Lujan
Custodian/Bus Driver

WCESD BOARD OF TRUSTEES

ITEM NO. VI.C.1
DATE: June 28, 2016

SUBJECT TITLE: Consolidated Application and Reporting System 2016-17

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Approve the submission of the 2016-2017 Consolidated Application and Reporting System application.

BACKGROUND:

The Consolidated Application and Reporting System for funding Categorical Aid Programs, Fiscal Year 2016 - 17, collects information related to local educational agencies' (LEAs') intention to participate in 2016 – 17 consolidated programs, legal assurances of compliance as required by state and federal statute, and other required program participation information.

Moved by _____ Second _____

Vote:
Ayes:_____ Noes_____ Abstentions:_____ Absent:_____

California Department of EDUCATION

CONSOLIDATED APPLICATION AND REPORTING SYSTEM (CARS)

Washington Colony Elementary (10 62513 0000000)

Home | Data Entry Forms | Certification Preview | Certify Data | Reports | Users | Contacts | FAQs

Current Submissions and Deadlines

Below are data entry forms with upcoming deadlines or are overdue to be certified. All open data collections can be found under Data Entry Forms.

Certified data that is no longer editable can be viewed in the Reports section.

18 Data Collection(s) found.

Fiscal Year 2014-15	Deadline	Status
Title II, Part A Fiscal Year Expenditure Report, 24 Months ✓	June 30, 2016	*Certified* gjdaniels, 5/27/2016 12:23 PM
Title III, Part A LEP YTD Expenditure Report, 24 Months ✓	June 30, 2016	*Certified* gjdaniels, 5/27/2016 12:23 PM

Fiscal Year 2015-16	Deadline	Status
Title I, Part A Nonprofit Private School Student Demographics and Services	June 30, 2016	None
Title I, Part A School Funded Staff Report ✓	June 30, 2016	*Certified* gjdaniels, 5/27/2016 12:24 PM
Title I, Part A Parental Involvement Policies ✓	June 30, 2016	*Certified* gjdaniels, 5/27/2016 12:24 PM
Title I, Part A School Program Improvement Activities ✓	June 30, 2016	*Certified* gjdaniels, 5/27/2016 12:25 PM
Title I, Part A Program Improvement Expenditures and Reallocation Criteria ✓	June 30, 2016	*Certified* gjdaniels, 5/27/2016 12:26 PM
Title II, Part A School Class Size Reduction Report ✓	June 30, 2016	*Certified* gjdaniels, 5/27/2016 12:27 PM
Title II, Part A Fiscal Year Expenditure Report, 12 Months ✓	June 30, 2016	*Certified* gjdaniels, 5/27/2016 12:27 PM

Title III, Part A LEP YTD Expenditure Report, 12 Months ✓	June 30, 2016	*Certified* gjdaniels, 5/27/2016 12:28 PM
Homeless Education Policy, Requirements, and Implementation ✓	June 30, 2016	*Certified* gjdaniels, 5/27/2016 12:28 PM

Fiscal Year 2016-17	**Deadline**	**Status**
Protected Prayer Certification ✓	June 30, 2016	*Certified* gjdaniels, 5/27/2016 12:28 PM
Application for Funding ✓	June 30, 2016	*Certified* gjdaniels, 5/27/2016 12:29 PM
School Student Counts, Projected ✓	June 30, 2016	*Certified* gjdaniels, 5/27/2016 12:29 PM
Other ESEA Nonprofit Private School Participation	June 30, 2016	None
Title I Part A Nonprofit Private School Participation	June 30, 2016	None
Title I, Part A Planned School Allocations ✓	June 30, 2016	*Certified* gjdaniels, 5/27/2016 12:29 PM
Substitute System for Time Accounting	June 30, 2016	None

California Department of Education
1430 N Street
Sacramento, CA 95814

Web Policy

2014-15 Title II, Part A Fiscal Year Expenditure Report, 24 Months

A report of year-to-date expenditures and encumbrances by activity. Activity period covered is July 1, 2014 through June 30, 2016.

CDE Program Contact:

Melissa Flemmer, Educator Excellence Office, mflemmer@cde.ca.gov , 916-324-5689

2014-15 Title II, Part A entitlement	$19,944

Professional Development Expenditures

Professional development for teachers	$18,029
Professional development for administrators	
Subject matter project	
Other professional development expenditures	$1,915

Exams and Test Preparation Expenditures

Exam fees, reimbursement	
Test preparation training and or materials	
Other exam and test preparation expenditures	

Recruitment, Training, and Retaining Expenditures

Recruitment activities	
Hiring incentive and or relocation allotment	
National Board Certification and or stipend	
Verification process for special settings (VPSS)	
University course work	
Other recruitment training and retaining expenditures	

Miscellaneous Expenditures

Class size reduction	
Administrative and indirect costs	
Total funds transferred to Title I, Part A	
Other allowable expenditures or encumbrances	
Total expenditures and encumbrances	$19,944
General Comment (Maximum 500 characters)	

Warning
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2014-15 Title III, Part A LEP YTD Expenditure Report, 24 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2014 through June 30, 2016.

CDE Program Contact:

Patty Stevens, Language Policy and Leadership Office, pstevens@cde.ca.gov , 916-323-5838
Geoffrey Ndirangu, Language Policy and Leadership Office, gndirang@cde.ca.gov, 916-323-5831

Required and Authorized LEP Sub-grantee Activities

Required
Section 3115 (c)(1) To increase the English Proficiency by providing high-quality language instruction educational programs that are based on scientifically based research demonstrating the effectiveness of the programs.
Section 3115 (c)(2) To provide high quality professional development to classroom teachers (including teachers in classroom settings that are not the settings of language instruction educational programs), principals, administrators, and other school or community-based organizational personnel.

Authorized

(1) Upgrading program objectives and effective instruction strategies.
(2) Improving the instruction program for limited English proficient children by identifying acquiring and upgrading curricula, instruction materials, educational software, and assessment procedures.
(3) Providing tutorials and academic or vocational education for limited English proficient children and intensified instruction.
(4) Developing and implementing elementary school or secondary school language instruction educational programs that are coordinated with other relevant programs and services.
(5) Improving the English proficiency and academic achievement of limited English proficient children.
(6) Providing community participation programs, family literacy services and parent outreach and training activities to limited English proficient children and their families.

2014-15 Title III, Part A LEP entitlement	$13,769
Object Code - Activity	
1000-1999 Certificated personnel salaries	$6,382
2000-2999 Classified personnel salaries	$0
3000-3999 Employee benefits	$712
4000-4999 Books and supplies	$3,567
5000-5999 Services and other operating expenditures	$3,108
Administrative and indirect costs	$0
Total year-to-date expenditures	$13,769
2014-15 Unspent funds	$0
General comment (Maximum 500 characters)	

Warning
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2015-16 Title I, Part A School Funded Staff Report

To collect school level data, as required by ESEA, about teachers and instructional paraprofessionals in Title I, Part A programs.

CDE Program Contact:

Jane Liang, District Innovation and Improvement Office, jliang@cde.ca.gov, 916-319-0259
Jacqueline Matranga, District Innovation and Improvement Office , jmatranga@cde.ca.gov, 916-445-4905

School Name	School Code	Public	New Title I, Part A Funded Teachers Hired Count	Non-ESEA Qualified Hired Count	Title I, Part A Funded Teachers Count (0.00)	Title I, Part A Funded FTE Paraprofessionals Count (0.00)	ESEA Qualified FTE Paraprofessionals Count (0.00)	ESEA Qualified FTE Paraprofessionals %	Title I, Part A Funded Administrators Count (0.00)	Title I, Part A Funded Support Staff Count (0.00)	Other Title I, Part A Funded Staff Count (0.00)
Washington Colony Elementary	6007405	Y				0	0				0

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2015-16 Title I, Part A Parental Involvement Policies

o meet federal requirements specified in ESEA Title I, Part A Section 1118(h) to review the LEAs parental involvement policies and practices to determine if the policies nd practices meet the requirements of Section 1118.

DE Program Contact:

ancy Bodenhausen, Title I Policy and Program Guidance Office, NBodenhausen@cde.ca.gov, 916-445-4904
ana Zhou, Title I Policy and Program Guidance Office, lzhou@cde.ca.gov, 916-319-0956

)istrict Parental Involvement Certification

ach LEA shall develop jointly with, agree on with, and distribute to parents of Title I ıildren, a written Title I parental involvement policy (ESEA Section 1118(a)). The olicy describes how the LEA will:

) Involve parents in the joint development of the LEA Plan and the processes of chool review and improvement for program improvement schools under ESEA ection 1116;
) Help schools to plan and implement effective parental involvement activities to nprove student academic achievement and school performance;
) Build the schools' and parents' capacity for strong parental involvement;
) Coordinate and integrate parental involvement strategies under Part A and under ther programs as specified;
) Conduct, with the involvement of parents, an annual evaluation of the content and ffectiveness of the parental involvement policy and use the findings of the evaluation) design more effective parental involvement; and
Involve parents in the activities of the Title I schools.

oes the district have a written parental involvement policy	Yes
EA policy compliance	Yes
oes your current Title I district level parental involvement policy meet the above iteria	
nnual evaluation date	09/28/2015

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2015-16 Title I, Part A Parental Involvement Policies

To meet federal requirements specified in ESEA Title I, Part A Section 1118(h) to review the LEAs parental involvement policies and practices to determine if the policies and practices meet the requirements of Section 1118.

Annual Evaluation	A school site council meeting was held on 9/28/2015 to review the school site parent involvement policy and the parents gave input at this meeting.
Describe the involvement of parents during the policy evaluation process. If no evaluation occurred or if the evaluation date is not within the allowable range, provide an explanation why. (Maximum 500 characters)	
Parental Involvement Allocation	During the school site council meeting on 9-28-15 parents discussed allocations to improve parent involvement and school culture.
Describe parental involvement in decisions on the use of parental involvement set-aside. (Maximum 500 characters)	

District Parental Involvement Contact Information

Parental Involvement contact name	Gina Daniels
Contact title	Vice Principal
Contact e-mail address format abc@xyz.zyx)	ginadaniels@washingtoncolony.org
Contact telephone number format 999-999-9999)	559-233-0706

School Parental Involvement Policy Compliance Requirements

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2015-16 Title I, Part A Parental Involvement Policies

To meet federal requirements specified in ESEA Title I, Part A Section 1118(h) to review the LEAs parental involvement policies and practices to determine if the policies and practices meet the requirements of Section 1118.

The Title I, Part A school-level parental involvement policy describes the means to carry out:

i) Involvement of parents in the development of the policy
ii) School-parent compacts
iii) Building of capacity for involvement of parents
iv) Accessibility and opportunities for participation of parents with limited English proficiency, parents with disabilities, and parents of migratory students

School Name	School Code	Parental Involvement Policy Exists	No Policy Comment (Max 250 char)	Meets Policy Requirements ?	Not Compliant Comment (Max 250 char)	Parental Involvement Contact Name	Parental Involvement Contact Title	Parental Involvement Contact E-mail Address (format abc@xyz.zyx)	Parental Involvement Contact Telephone Number (format 999-999-9999)
Washington Colony Elementary	6007405	Y		Y		Gina Daniels	Vice Principal	ginadaniels@washingtoncolony.org	559-233-0706

Warning
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2015-16 Title I, Part A School Program Improvement Activities

Per ESEA Section 1116, LEAs must report school level Program Improvement (PI) activities related to Title I, Part A. This includes, but is not limited to, student participation and PI compliance activities based on the number of years a school is in PI status.

CDE Program Contact:

Jacqueline Matranga, District Innovation and Improvement Office , jmatranga@cde.ca.gov, 916-445-4905
Mindi Yates, Title I Policy and Program Guidance Office, myates@cde.ca.gov, 916-319-0789

Washington Colony Elementary (10 62513 10625136007405)

PI Year	5
Number of students in PI school who applied for public school choice provisions of ESEA Section 1116	0
Number of new and continuing students who transferred under ESEA	0
Number of new and continuing students who transferred under state or local choice programs	0
Number of students who applied for SES	16
Number of students who received SES	13
PI Activities Exception Comment	No students applied for choice.
Additional Comments (Maximum 500 characters)	

For PI schools in Year 5, the LEA implemented at least one of the following alternative governance approaches (check all that apply)

Reopened the school as a charter	N
Replaced all or most of the staff	N
Contracted with an outside entity to operate the school	N
Major restructuring activities instituted	Y
Provide a description of major restructuring activities instituted	Working with Fresno County Office Of Education.

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2015-16 Title I, Part A Program Improvement Expenditures and Reallocation Criteria

Report of end-of-year expenditures for Title I, Part A Program Improvement funds and LEA reallocation criteria.

CDE Program Contact:
Jacqueline Matranga, District Innovation and Improvement Office , jmatranga@cde.ca.gov, 916-445-4905
Jane Liang, District Innovation and Improvement Office, jliang@cde.ca.gov, 916-319-0259

Entitlement after transfers	$175,579
Program Improvement set aside (Amount equivalent to 20% of 2015-16 Title I, Part A entitlement plus transfers in.)	$35,116
Maximum allowable Parent Outreach (Amount equivalent to .2% of 2015-16 Title I, Part A entitlement plus transfers in or 1% of the 20% Program Improvement set aside.)	$351

Expenditures and Encumbrances

Choice transportation using Title I Part A funds	$0
Choice transportation using non-Title I Part A funds	$0
SES using Title I Part A funds	$6,026
SES using non-Title I Part A funds	$0
Parent Outreach using Title I Part A funds	$0
Parent Outreach using non-Title I Part A funds	$0
Total expenditures and encumbrances using Title I Part A funds	$6,026
Total expenditures and encumbrances using non-Title I Part A funds	$0
Amount of Program Improvement set aside unspent	$29,090
Choice Explanation Options	
An explanation option is required if total Title I and non-Title I Choice transportation expenditures and encumbrances equals zero	LEA's Schools at the grade level are remotely located from one another so that changing schools is impractical
Expenditure comment An explanation is required if no program improvement expenditures or encumbrances have occurred. (Maximum 500 characters)	No parent requested transportation services.
General comments (Maximum 500 characters)	

Reallocation Exemption

The exemptions below are only applicable if the LEA did not meet its 20% Program Improvement obligation (the amount of Program Improvement set aside unspent is greater than zero).

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2015-16 Title I, Part A Program Improvement Expenditures and Reallocation Criteria

Report of end-of-year expenditures for Title I, Part A Program Improvement funds and LEA reallocation criteria.

CDE Program Contact:

Jacqueline Matranga, District Innovation and Improvement Office , jmatranga@cde.ca.gov, 916-445-4905
Jane Liang, District Innovation and Improvement Office, jliang@cde.ca.gov, 916-319-0259

Provided Choice and or SES to all eligible students using less than the 20% obligation	Yes
The LEA has not been able to establish interdistrict transfer agreements, and the LEA could not offer SES because it was not served by any approved providers including online providers	

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2015-16 Title II, Part A School Class Size Reduction Report

ıe ESEA Act of 2001, Title II, Part A, Section 2123(a)(2)(B) allows LEAs to use ESEA Title II, Part A funds to recruit and hire highly qualified teachers to reduce ass size.

DE Program Contact:

elissa Flemmer, Educator Excellence Office, mflemmer@cde.ca.gov , 916-324-5689

School Name	School Code	Total Class Size Reduction Teacher Count	ESEA Title II Part A Funded Class Size Reduction Teacher Count	ESEA/Highly Qualified Teacher Count
Washington Colony Elementary	6007405	0	0	0

Warning
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2015-16 Title II, Part A Fiscal Year Expenditure Report, 12 Months

A report of year-to-date expenditures and encumbrances by activity. Activity period covered is July 1, 2015 through June 30, 2016.

CDE Program Contact:

Melissa Flemmer, Educator Excellence Office, mflemmer@cde.ca.gov , 916-324-5689

2015-16 Title II, Part A entitlement	$19,579

Professional Development Expenditures

Professional development for teachers	$11,179
Professional development for administrators	
Subject matter project	
Other professional development expenditures	

Exams and Test Preparation Expenditures

Exam fees, reimbursement	
Test preparation training and or materials	
Other exam and test preparation expenditures	

Recruitment, Training, and Retaining Expenditures

Recruitment activities	
Hiring incentive and or relocation allotment	
National Board Certification and or stipend	
Verification process for special settings (VPSS)	
University course work	
Other recruitment training and retaining expenditures	

Miscellaneous Expenditures

Class size reduction	
Administrative and indirect costs	
Total funds transferred to Title I, Part A	
Other allowable expenditures or encumbrances	
Total expenditures and encumbrances	$11,179
General Comment (Maximum 500 characters)	

Warning
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2015-16 Title III, Part A LEP YTD Expenditure Report, 12 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2015 through June 30, 2016.

CDE Program Contact:

Patty Stevens, Language Policy and Leadership Office, pstevens@cde.ca.gov , 916-323-5838
Geoffrey Ndirangu, Language Policy and Leadership Office, gndirang@cde.ca.gov, 916-323-5831

Required and Authorized LEP Sub-grantee Activities

Required
Section 3115 (c)(1) To increase the English Proficiency by providing high-quality language instruction educational programs that are based on scientifically based research demonstrating the effectiveness of the programs.
Section 3115 (c)(2) To provide high quality professional development to classroom teachers (including teachers in classroom settings that are not the settings of language instruction educational programs), principals, administrators, and other school or community-based organizational personnel.

Authorized

(1) Upgrading program objectives and effective instruction strategies.
(2) Improving the instruction program for limited English proficient children by identifying acquiring and upgrading curricula, instruction materials, educational software, and assessment procedures.
(3) Providing tutorials and academic or vocational education for limited English proficient children and intensified instruction.
(4) Developing and implementing elementary school or secondary school language instruction educational programs that are coordinated with other relevant programs and services.
(5) Improving the English proficiency and academic achievement of limited English proficient children.
(6) Providing community participation programs, family literacy services and parent outreach and training activities to limited English proficient children and their families.

2015-16 Title III, Part A LEP entitlement	$13,522
Object Code - Activity	
1000-1999 Certificated personnel salaries	$0
2000-2999 Classified personnel salaries	$0
3000-3999 Employee benefits	$0
4000-4999 Books and supplies	$500
5000-5999 Services and other operating expenditures	$0
Administrative and indirect costs (Amount cannot exceed 2% of the entitlement.)	$0
Total year-to-date expenditures	$500
2015-16 Unspent funds	$13,022
General comment (Maximum 500 characters)	

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2015-16 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in ESEA Section 722. This collection includes 1) monitoring LEAs and their compliance with key provisions of the Education for Homeless Children and Youths Act and 2) collecting contact information for each required designated LEA's homeless liaison.

CDE Program Contact:

Leanne Wheeler, Coordinated School Health and Safety Office, lwheeler@cde.ca.gov, 916-319-0383
Pat Boncella, Coordinated School Health and Safety Office, pboncell@cde.ca.gov, 916-319-0384

Homeless Education Certification

The LEA hereby assures and certifies to the California State Board of Education that the LEA has met the following requirements:

1. Designated a staff person as the liaison for homeless children and youths

2. Developed a written policy that supports the enrollment and retention of homeless children and youths in schools of the LEA which:

a) Includes policies and practices to ensure that homeless children and youths are not stigmatized or segregated on the basis of their status as homeless

b) Includes a dispute resolution process

c) Ensures that transportation is provided for a homeless child or youth to and from the school of origin if requested by the parent, guardian or homeless liaison

3. Disseminated public notice of the educational rights of homeless children and youths where such children and youths receive services under the provisions of the Education for Homeless Children and Youths Act.

Homeless Liaison Contact Information

Homeless liaison first name	Gina
Homeless liaison last name	Daniels
Homeless liaison title	Vice Principal
Homeless liaison e-mail address (format: abc@xyz.zyx)	ginadaniels@washingtoncolony.org
Homeless liaison telephone number (format: 999-999-9999)	559-233-0706
Has the homeless liaison attended and/or participated in a homeless education liaison training within the last two years	Yes
If yes, indicate what level of training was completed. (Check all options that apply.)	
Local	Yes

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2015-16 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in ESEA Section 722. This collection includes 1) monitoring LEAs and their compliance with key provisions of the Education for Homeless Children and Youths Act and 2) collecting contact information for each required designated LEA's homeless liaison.

CDE Program Contact:

Leanne Wheeler, Coordinated School Health and Safety Office, lwheeler@cde.ca.gov, 916-319-0383
Pat Boncella, Coordinated School Health and Safety Office, pboncell@cde.ca.gov, 916-319-0384

County	No
State	No
National	No

Homeless Education Policy and Requirements

Does the LEA have a written homeless education policy	Yes
No policy comment Provide an explanation why the LEA does not have a homeless education policy. (Maximum 500 characters)	
Date LEA's board approved the homeless education policy	01/10/2006
Does the LEA meet the above federal requirements	Yes
Compliance comment Provide an explanation why the LEA does not comply with federal requirements. (Maximum 500 characters)	

Title I, Part A Homeless Expenditures

2015-16 Title I, Part A Entitlement	$175,579
2015-16 Title I, Part A direct or indirect services to homeless children reservation	$3,000
Amount of 2015-16 Title I, Part A funds expended or encumbered for direct or indirect services to homeless children	$0
No expenditures or encumbrances comment Provide an explanation why there are no Title I, Part A expenditures or encumbrances for homeless services. (Maximum 500 characters)	Fresno County Office of Education has provided backpacks and school supplies for our homeless population.

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Washington Colony Elementary (10 62513 0000000)

Status: Certified
Saved by: gina daniels
Date: 5/27/2016 12:22 PM

2016-17 Certification of Assurances

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at http://www.cde.ca.gov/fg/aa/co/ca16asstoc.asp.

CDE Program Contact:
Joy Paull, jpaull@cde.ca.gov, 916-319-0297

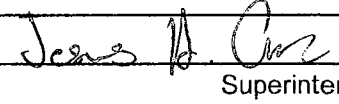
LEA Plan

An LEA that receives Title I funds and is in Program Improvement corrective action must certify that its LEA Plan, including any Addenda to the Plan, is current and provide the local online web address for their LEA Plan. An LEA that receives Title III funds must upload the Title III LEA Plan Performance Goal 2 to the California Department of Education Monitoring Tool (CMT) at https://cmt.cde.ca.gov/cmt/logon.aspx.

State Board of Education approval date	7/11/2003
LEA Plan Web page (format http://SomeWebsiteName.xxx)	http://www.washingtoncolony.k12.ca.us/

Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to have the use of these funds reviewed and/or audited according to the standards and criteria set forth in the California Department of Education's Categorical Program Monitoring (CPM) Manual. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this page are on file.

Authorized Representative's Full Name	Jesus Cruz
Authorized Representative's Signature	
Authorized Representative's Title	Superintendent
Authorized Representative Signature Date	05/27/2016

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2016-17 Protected Prayer Certification

ESEA Section 9524(b) specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

Franco Rozic, Title I Monitoring and Support Office, frozic@cde.ca.gov, 916-319-0269

Protected Prayer Certification Statement

The LEA hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Jesus Cruz
Authorized Representative Title	Superintendent
Authorized Representative Signature Date	05/27/2016
Comment If the LEA is not able to certify at this time an explanation must be provided in the Comment field. (Maximum 500 characters)	Jesus A. Cruz

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2016-17 Application for Funding

CDE Program Contact:
Education Data Office, ConApp@cde.ca.gov, 916-319-0297

Local Governing Board Approval

The LEA is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board	08/09/2016

District English Learner Advisory Committee (DELAC) Review

Per Title 5 of the California Code of Regulations Section 11308, if your district has more than 50 English learners the district must establish a District English Learner Advisory Committee (DELAC) and involve them in the application for funding for programs that serve English learners.

DELAC representative's full name	Anabel Pena
DELAC review date	08/04/2016
Meeting minutes web address Please enter the Web address of DELAC review meeting minutes (format http://SomeWebsiteName.xxx). If a Web address is not available, the LEA must keep the minutes on file which indicates that the application is approved by the committee.	http://www.washingtoncolony.k12.ca.us/
DELAC comment If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)	

Application for Categorical Programs

To receive specific categorical funds for a school year the LEA must apply for the fund by selecting Yes. Only the categorical funds the LEA is eligible to receive are displayed.

Title I Part A (Basic Grant) ESEA Sec. 1111 et seq. SACS 3010	Yes
Title I Part D (Delinquent) ESEA Sec. 1401 SACS 3025	No
Title II Part A (Educator Quality) ESEA Sec. 2101 SACS 4035	Yes
Title III Part A Immigrant ESEA Sec. 3102 SACS 4201	No
Title III Part A LEP (English Learner)	Yes

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2016-17 Application for Funding

CDE Program Contact:
Education Data Office, ConApp@cde.ca.gov, 916-319-0297

ESEA Sec. 3102 SACS 4203	

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2016-17 Title I, Part A Planned School Allocations

Based on information provided in the School Student Counts data collection, the table below provides eligibility and ranking information. For school allocation planning, the LEA has indicated which schools it intended to allocate Title I Part A funds to by entering a check in the Fund column.

CDE Program Contact:

Nancy Bodenhausen, Title I Policy and Program Guidance Office, NBodenhausen@cde.ca.gov, 916-445-4904
Lana Zhou, Title I Policy and Program Guidance Office, lzhou@cde.ca.gov, 916-319-0956

LEA meets small district criteria, submission of this data collection is optional.

An LEA is defined as a small district criteria if, based on the school list and the data entered in School Student Counts Projected, the LEA meets one or more of the following:
s a single school district
Has a single school per grade span
Has enrollment total for all schools less than 1,000

f an exception to funding is needed, enter an Exception Reason. Use lower case only.

Allowable Exception Reasons
a - Meets 35% Low Income Requirement
c - Funded by Other Allowable Sources
d - Desegregation Waiver on File
e - Grandfather Provision
f - Feeder Pattern
g - Local Funded Charter Opted Out
h - Local Funded Charter Opt In

Low income measure	FRPM
Group Schools by Grade Span	Yes
District-wide Low Income %	86.49%
Grade Span 1 Low Income %	86.49%

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2016-17 Title I, Part A Planned School Allocations

Based on information provided in the School Student Counts data collection, the table below provides eligibility and ranking information. For school allocation planning, the LEA has indicated which schools it intended to allocate Title I Part A funds to by entering a check in the Fund column.

Grade Span 2 Low Income % 0.00%

Grade Span 3 Low Income % 0.00%

School Name	School Code	Grade Span Group	Projected Enrollment	Projected Low Income Students	Low Income %	Eligible	Funding Required	Ranking	Fund Flag	Exception Reason	Comment (Max 500 char)
Washington Colony Elementary	6007405	1	422	365	86.49	Y	Y	1	N		

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WCESD BOARD OF TRUSTEES

ITEM NO. VI.C.2
DATE: June 28, 2016

SUBJECT TITLE: LEAP District Budget for Federal Programs

Action √ Discussion _____ Information _____

RECOMMENDATION

Approve the LEAP District Budget for Federal and State Programs.

BACKGROUND:

Consider approval of the updated Local Educational Agency Plan (LEAP) District Budget for Federal Programs 2016-17 including: Title 1 Part A; Title II Part A, Subpart 2 Improving Teacher Quality and Title III, Limited English Proficient.

DISTRICT BUDGET FOR FEDERAL PROGRAMS 2016-2017

Please complete the following table with information for your district.

Programs	Prior Year District Carryovers	Current Year District Entitlements	Current Year Direct Services to Students at School Sites ($)	Current Year Direct Services to Students at School Sites (%)
Title I, Part A	$0	$175,579		100%
Title I, Part B, Even Start				
Title I, Part C, Migrant Education				
Title I, Part D, Neglected/Delinquent				
Title II Part A, Subpart 2, Improving Teacher Quality	$0	$19,570		100%
Title II, Part D, Enhancing Education Through Technology				
Title III, Limited English Proficient	$0	$13,578		100%
Title III, Immigrants				
Title IV, Part A, Safe and Drug-free Schools and Communities				
Title V, Part A, Innovative Programs – Parental Choice				
Adult Education				
Career Technical Education				
McKinney-Vento Homeless Education				
IDEA, Special Education				
21st Century Community Learning Centers				
Other				
TOTAL	$0	$208,727		100%

FEDERAL AND STATE PROGRAMS CHECKLIST

Check (√) all applicable programs operated by the LEA. In the "other" category, list any additional programs that are reflected in this Plan.

	Federal Programs		State Programs
X	Title I, Part A		EIA – State Compensatory Education
	Title I, Part B, Even Start		EIA – Limited English Proficient
	Title I, Part C, Migrant Education		State Migrant Education
	Title I, Part D, Neglected/Delinquent		School Improvement
X	Title II, Part A, Subpart 2, Improving Teacher Quality		Child Development Programs
	Title II, Part D, Enhancing Education Through Technology		Educational Equity
X	Title III, Limited English Proficient		Gifted and Talented Education
	Title III, Immigrants		Gifted and Talented Education
	Title IV, Part A, Safe and Drug-Free Schools and Communities		Tobacco Use Prevention Education (Prop 99)
	Title V, Part A, Innovative Programs – Parental Choice		Immediate Intervention/ Under performing Schools Program
	Adult Education		School Safety and Violence Prevention Act (AB1113, AB 658)
	Career Technical Education		Tenth Grade Counseling
	McKinney-Vento Homeless Education		Healthy Start
	IDEA, Special Education		Dropout Prevention and Recovery Act: School Based Pupil Motivation and Maintenance Program (SB 65)
	21st Century Community Learning Centers		Other (describe):
	Other (describe):		Other (describe):
	Other (describe):		Other (describe):

WCESD BOARD OF TRUSTEES

ITEM NO. VI.C.3
DATE: June 28, 2016

SUBJECT TITLE: CURRICULUM/INSTRUCTION/ASSESSMENT

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Approve the Accelerated Reader/STAR renewal services agreement between Renaissance Learning Services and the Washington Colony Elementary School District ("District").

BACKGROUND

As specified in law, the power to contract is invested in the Governing Board, and, by Board action, the Superintendent has been delegated the power to enter into contracts on behalf of the district. However, to be valid or to constitute an enforceable obligation against the district, all contracts must be approved and/or ratified by the Governing Board. (Education Code 17604).

CONSIDERATION

Approve the Renaissance Learning/Accelerated Reader (AR) Renewal Services fee. Washington Colony students will experience an independent reading new AR Reading Program in order to enjoy reading and improve reading levels. The STAR reading assessments and reports will provide teachers with instant data for student reading levels.

FINANCIAL IMPACT:

$5,006.50 ---Annual Fee

FUNDING SOURCE:

General Fund (0100) – Supplemental and Concentration Grants
School-wide

Moved by _____ Second _____

Vote:
Ayes:_____ Noes_____ Abstentions:_____ Absent:_____

RENAISSANCE LEARNING
Accelerating learning for all
PO Box 8036, Wis. Rapids, WI 54495-8036 - Phone:(800) 338-4204 Fax:(877) 280-7642 Federal I.D. 39-1559474

Quote #: 1584749

Washington Colony Elementary School - 711775
130 E Lincoln Ave
Fresno, CA 93706-6043

Reference ID: 176239
Created: 06/01/2016

Quote Summary	School Count : 1
Product & Services Total	$5,006.50
Shipping and Processing	$0.00
Sales Tax	$0.00
Grand Total	**$5,006.50**

To place an order, please submit your organization's required purchase order with reference to quote number 1584749. An invoice will be sent upon receipt of your purchase order. Payment is due net 30 days from the invoice date. If your organization does not require a purchase order, please contact our order services team at 877-444-3172 for assistance with placing your order.

Mail: PO Box 8036, Wis. Rapids, WI 54495-8036

Fax: (877)280-7642

Email: electronicorders@renaissance.com

If changes are necessary, or additional information is required, please contact your account executive (s) at (800) 338-4204, Thank You.

Use your Prop 98 funding to lock in multi-year discounts on the programs you need.

This quote is valid for 30 days. All quotes and orders are subject to availability of merchandise. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance Learning approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance Learning with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

Renaissance Place is an advanced, web-based, software system. Renaissance Learning personnel are available to assist with each step of the detailed implementation to help you realize the multiple benefits that Renaissance Place provides. To ensure a successful implementation, please allow 30 to 90 days for the remote installation and setup.

RENAISSANCE LEARNING
Accelerating learning for all
PO Box 8036, Wis. Rapids, WI 54495-8036 - Phone:(800) 338-4204 Fax:(877) 280-7642 Federal I.D. 39-1559474

Quote #: 1584749

Washington Colony Elementary School - 711775				
Products & Services		**Quantity**	**Unit Price**	**Total**
AR Enterprise Real Time Subscription Renewal	10/01/2016 - 09/30/2017	430	$6.20	$2,666.00
STAR Reading Enterprise Real Time Subscription Renewal	10/01/2016 - 09/30/2017	430	$4.05	$1,741.50
Annual All Product RP Hosting Fee Renewal	10/01/2016 - 09/30/2017	1	$599.00	$599.00
	Washington Colony Elementary School Total			**$5,006.50**