ROUTINE ITEMS

WCESD BOARD OF TRUSTEES

ITEM NO. IV.A
DATE: November 8, 2016

SUBJECT TITLE: APPROVE AGENDA

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Approve agenda for the November 8, 2016 Regular Board Meeting

BACKGROUND

Governing Board meeting agendas state the meeting time and place and briefly describe each business item to be transacted or discussed, including items to be discussed in closed session. (Government Code 54954.2)

The agenda provides members of the public the opportunity to address the Board on any agenda item before or during the Board's consideration of the item. The agenda also provides members of the public the opportunity to testify at regular meetings on matters which are not on the agenda but which are within the subject matter jurisdiction of the Board.

The Superintendent, as Secretary to the Board, in consultation with the Board president, prepares the agenda for each regular and special meeting.

Moved by _____ Second _____

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

WASHINGTON COLONY ELEMENTARY SCHOOL DISTRICT

Board of Trustees
Bob Dack, President
Mark Aguilar, Clerk

Gary Chavez, Member
Liz Faccinto, Member
Pete Mathew, Member

Secretary
Jesus Cruz, Superintendent/Principal

Regular Meeting AGENDA

Tuesday, November 08, 2016, 6:30 p.m.

Washington Colony School, Room M-5
130 E. Lincoln Avenue
Fresno, CA 93706

Persons wishing to address the Board of Trustees on a subject to be considered at this meeting, including any matter that may be designated for public hearing, are asked to notify the Washington Colony Elementary School District Office (see telephone/fax numbers below) by noon of the third working day before the scheduled meeting/hearing, stating the subject they wish to address, the organization they represent (if any), and the nature of their testimony. Time is set aside for individuals so desiring to speak on any topic NOT otherwise on the agenda. In all cases, the presiding officer reserves the right to impose time limits on presentations as may be necessary to ensure that the agenda is completed.

REASONABLE ACCOMODATION FOR ANY INDIVIDUAL WITH A DISABILITY

Pursuant to the *Rehabilitation Act of 1973* and the *Americans with Disabilities Act of 1990*, any individual with a disability who requires reasonable accommodation to attend or participate in a meeting or function of the Washington Colony Elementary School District Board of Trustees, may request assistance by contacting the WCESD Office, 130 E. Lincoln Avenue, Fresno, CA 93706; telephone (559) 233-0706; fax (559) 233-9583.

I. Call to Order

II. Roll Call

III. Pledge of Allegiance

IV. Routine Items

A. Approve Agenda

Approve agenda for the November 8, 2016 Regular Board Meeting

B. Adopt Minutes

1. October 11, 2016 Regular Board Meeting

C. Public Comment/Board Comment

An opportunity for the public and/or the Board to address matters related to school district business which are not on the agenda. Although the item(s) may be discussed, no action may be taken on the item(s). Please see the *Welcome!* Pamphlet for additional information.

D. Correspondence

V. Reports/Discussion/Information

A. Administration/Business/Governance

1. Board Recognition – J. Cruz**

2. Board History – J. Cruz

3. Financial Report(s)*

4. Policy Review
BP 5030 Student Wellness

5. Superintendent's Report**
a) Instructional Technology Update**
b) Prop 39 Project update**

6. FCOE Early Stars Program for Preschool**

B. Personnel/Students

1. ADA/Enrollment Report*

2. Suspension Report*

****Denotes written information/report of a routine nature which will be addressed upon request of the Board***
***** Denotes an oral report which may or may not include written back-up.***

VI. Action Items

A. Administration/Business/Governance

1. Annual Organizational Meeting of the Governing Board
Adopt Resolution No. 16/17-05 in the Matter of Setting the Date of the Annual Organizational Meeting of the Board.

2. Public Hearing and Resolution of Findings for Proposition 39, Approval of Facility Solutions
Adopt Resolution No.16/17-06 for approval of findings for Proposition 39, approval of Facility Solutions Agreement Between the WCESD "District" And IES for the purpose of construction, installation of Energy Efficiency Measures on selected district sites.

3. Preschool Emergency Conditions ADA Resolution

Adopt Resolution No. 16/17-07 regarding the Preschool Emergency Conditions for ADA credit.

4. Warrants

Review and Ratify Warrants paid for the period October 1 – October 31, 2016

5. Contract/Service Agreements

a) Proposition 39/4217 Facility Solutions Agreement

Approve the Proposition 39/4217 Facility Solutions Agreement.

b) Proposal/Agreement to Provide Prop 39 District Energy Reporting Services

Approve the Proposal/Agreement to provide Prop 39 District Energy Reporting Services between WCESD and Indoor Environmental Services (IES).

c) FCOE Early Stars Program 2016-17 Cooperation and Shared Responsibility Agreement

Ratify the FCOE Early Stars Program 2016-17 Cooperation and Shared Responsibility Agreement.

6. Revised District Calendar for the 2016-2017 School Year

Adopt revised 2016-2017 District Calendar.

B. Personnel/Students

1. Adoption of Tentative Agreement and Budget Disclosure

Consider adoption of the Certificated Tentative Agreement between WCESD and the Washington Colony Teachers Association.

2. Retirement

Ratify Superintendent's acceptance of retirement from Charlotte Bison Preschool Teacher.

3. Interdistrict Attendance Permits

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

C. *Curriculum/Instruction/Assessment*

1. Fresno Pacific University, School Of Education/District Intern Agreement

Ratify the Fresno Pacific University, School Of Education/District Intern Agreement.

VII. Closed Session

The Board will meet in closed session pursuant to:

Government Code section 54957.6
CONFERENCE WITH LABOR NEGOTIATORS,
District Negotiator: Superintendent/Principal, Jesus Cruz
Employee Organization: Washington Colony Teachers Association
Unrepresented Employee(s): District Classified Employees
Unrepresented Employee(s): Classified Management
Unrepresented Employee(s): Preschool Management/Classified Employees

VIII. Reconvene

IX. Adjournment

WCESD BOARD OF TRUSTEES

ITEM NO. IV.B.1
DATE: November 8, 2016

SUBJECT TITLE: ADOPT MINUTES

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Adopt minutes of the October 11, 2016 Regular Board Meeting.

BACKGROUND

The secretary of the Governing Board keeps minutes and records all official Board actions. (Education Code 35145, 35163)

Copies of the minutes of each regular or special meeting are distributed to all Board members with the agenda for the next regular meeting.

Moved by _____ Second _____

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

WASHINGTON COLONY ELEMENTARY SCHOOL DISTRICT

Board of Trustees
Bob Dack, President
Mark Aguilar, Clerk

Gary Chavez, Member
Liz Faccinto, Member
Pete Mathew, Member

Secretary
Jesus Cruz, Superintendent/Principal

Regular Meeting MINUTES

Tuesday, October 11, 2016, 6:30 p.m.

Washington Colony School, Room M-5
130 E. Lincoln Avenue
Fresno, CA 93706

Persons wishing to address the Board of Trustees on a subject to be considered at this meeting, including any matter that may be designated for public hearing, are asked to notify the Washington Colony Elementary School District Office (see telephone/fax numbers below) by noon of the third working day before the scheduled meeting/hearing, stating the subject they wish to address, the organization they represent (if any), and the nature of their testimony. Time is set aside for individuals so desiring to speak on any topic NOT otherwise on the agenda. In all cases, the presiding officer reserves the right to impose time limits on presentations as may be necessary to ensure that the agenda is completed.

REASONABLE ACCOMODATION FOR ANY INDIVIDUAL WITH A DISABILITY

Pursuant to the *Rehabilitation Act of 1973* and the *Americans with Disabilities Act of 1990*, any individual with a disability who requires reasonable accommodation to attend or participate in a meeting or function of the Washington Colony Elementary School District Board of Trustees, may request assistance by contacting the WCESD Office, 130 E. Lincoln Avenue, Fresno, CA 93706; telephone (559) 233-0706; fax (559) 233-9583.

I. Call to Order

The October 11, 2016 Regular Board meeting was called to order at 6:30 p.m. by Bob Dack, Board President.

II. Roll Call

Members Present: Bob Dack, Pete Mathew, Gary Chavez, Liz Faccinto, Mark Aguilar; member(s) absent: None.

III. Pledge of Allegiance

The Pledge of Allegiance was led by Liz Faccinto.

IV. Routine Items

A. Approve Agenda

The agenda for the October 11, 2016 Regular Board Meeting was approved on a motion by Mark Aguilar, seconded by Liz Faccinto. (Ayes: Dack, Mathew, Aguilar, Chavez, Faccinto; Noes: None; Abstentions: None; Absent: None)

B. Adopt Minutes

1. September 13, 2016 Regular Board Meeting

The minutes of the September 13, 2016 Regular Board Meeting, were adopted on a motion by Liz Faccinto, seconded by Gary Chavez (Ayes: Dack, Chavez, Mathew, Aguilar, Faccinto; Noes: None; Abstentions: None; Absent: None)

C. Public Comment/Board Comment

Mark Aguilar: made a comment of informing Jeff and his staff of a great job on the grass. When he went to another school and noticed the grass was dried and gophers holes, he realized our maintenance staff do a great job of maintaining our school grounds in great shape.

D. Correspondence

Mr. Cruz: provided the FCCSDO Trustees Dinner correspondence invitation for Spring 2017.

V. Reports/Discussion/Information

A. Administration/Business/Governance

1. Board History – J. Cruz

The Board reviewed excerpts from the minutes of meetings held October 11, 1966; and October 8, 1991.

2. Financial Report(s)*

Cash and County Treasury Report for September 2016 – Written Report

3. Fiscal Report(s)**

Mr. Cruz: presented information regarding of what is known on Prop 55.

4. 2016 Biennial Notice on Conflict of Interest Code update**

Mr. Cruz: informed the Board regarding the 2016 Biennial Notice of Conflict of Interest Code. The Notice was submitted to the Board of Directors with no amendments required at this time. The district is up for any amendments during the 2017 – 18 school year.

5. Quarterly Report On Williams Uniform Complaints*

Written Report was presented to the Board. No Complaints were reported.

6. Building Project for Washington Colony Update**

Mr. Cruz: Presented to the Board information provided from Stephen Spencer, engineer from AECOM. Stephen has indicated that they have run a model and there should be sufficient water to eliminate the water tank for the Washington Colony Kindergarten building project. The engineers will look at the request from DSA to determine if they have what they need. Therefore, there is a risk if the new well to be drilled at Washington Unified doesn't produce a minimum of 1,500 gallons per

minute, it will invalidate the model assumptions. AECOM will be drilling the well sometime in January 2017. In the meantime they will look into all DSA requirements.

Bob Dack: indicated that possibly fire sprinklers will be included in new classrooms. But can also be avoided by eliminating the tank. It was also mentioned that the mechanical engineers should get paid the % cost for all of their work done in the calculations of the tank when it was initially designed.

Pete Mathew: Indicated that the tank was funded separately and perhaps the district will not save any money by removing it but can use the cost within the project. It needs to happen while coordinating the project; finding out about the water pipelines and water flow.

7. Superintendent's Report**

a) Reading Lab Update**

Mr. Cruz: commented on the Reading Lab. The Reading Lab is up and running and has two Intervention teachers and two instructional aides for reading support, also the instructional aides help the Kindergarten class in the afternoon. There is an aide all day in the Kindergarten Class. Reading Lab staff is already working with guided reading support and leveled books for students with reading skills needs.

b) Water Pump replacement update**

Mr. Cruz: indicated that the Water Pump was already replaced September 23. The WC staff worked together in notifying parents, there was restriction with water and school used water bottle. It was emergency shut down due to no water for drinking, cooking or flushing toilets, and district will submit a J-13A Form ADA Waiver to FCOE to get ADA and instructional time credit, Parents where told immediately before they dropped their children off.

8. FCOE Educator of the Year Event Information**

Mr. Cruz: provided to the Board 2 tickets for this event scheduled for October 27. The nominees are Chuck Vivenzi and Osa Martinez. Board was invited to attend this event.

B. Personnel/Students

1. ADA/Enrollment Report*

Enrollment for the period for September and ending October 5, 2016 was 427.

2. Suspension Report* - E. Diaz

None were reported.

** *Denotes an oral report which may or may not include written back-up.*

VI. Action Items

A. Administration/Business/Governance

1. Review of Candidate Information and Interview

The Board reviewed candidate information and interviewed with a series of questions the only one Board candidate for vacant Board seat for Trustee area 2 on a motion by Liz Faccinto, seconded by Mark Aguilar. (Ayes: Dack, Mathew, Aguilar, Chavez, Faccinto; Noes: None; Abstentions: None; Absent: None)

2. Consideration of Candidate and Appointment to Vacant Board Seat

The Board appointed Board candidate Rene Alexander Mendoza for Trustee Area 2 to fill the vacant seat due to an insufficient number of candidates running for this seat on a motion by Gary Chavez, seconded by Pete Mathew. (Ayes: Dack, Mathew, Aguilar, Chavez, Faccinto; Noes: None; Abstentions: None; Absent: None)

3. Form J-13A ADA Emergency Conditions and Affidavit

The Board approved the submission of the form J-13A ADA Emergency Conditions and Board Affidavit on a motion by Mark Aguilar, seconded by Gary Chavez. (Ayes: Dack, Mathew, Aguilar, Chavez, Faccinto; Noes: None; Abstentions: None; Absent: None)

4. Warrants

The Board reviewed and ratified Warrants paid for the period September 1 – September 30, 2016 on a motion by Liz Faccinto, seconded by Gary Chavez. (Ayes: Dack, Mathew, Aguilar, Chavez, Faccinto; Noes: None; Abstentions: None; Absent: None)

5. Contract/Service Agreements

a) FCSS California Healthy Youth Act Revised Services Agreement, 2016-17

The Board approved the FCSS California Healthy Youth Act Revised Services Agreement 2016-17 on a motion by Pete Mathew, seconded by Liz Faccinto. (Ayes: Aguilar, Chavez, Dack, Faccinto, Mathew; Noes: None; Abstentions: None; Absent: None)

b) Emergency Water Pump Service Proposal

The Board ratified the Emergency Water Pump Service contract between Gleim- Crown Pump Inc. and Washington Colony Elementary SD on a motion by Mark Aguilar, seconded by Gary Chavez. (Ayes: Dack, Mathew, Aguilar, Chavez, Faccinto; Noes: None; Abstentions: None; Absent: None)

6. Authorized Signature For WESTAMERICA Bank Account

The Board removed Gina Daniels, from the Washington Colony Student Body Fund: Account # 628-77388-9 and Washington Colony Revolving Fund 628: Account# 628-77353-3 and approved the Revisions to District's Authorized Signatories, Pursuant to Education Code section 42632; update WEST AMERICA Bank Accounts to Authorize Evelyn Diaz, Assistant Principal to the Washington Colony Student Body Fund: Account # 628-77388-9 and Washington Colony Revolving Fund 628: Account# 628-77353-3 on a motion by Pete Mathew, seconded by Liz Faccinto. (Ayes: Dack, Mathew, Aguilar, Chavez, Faccinto; Noes: None; Abstentions: None; Absent: None)

7. Fresno County SELPA Local Plan for Special Education

The Board approved and adopted the revised/proposed Fresno County Elements of the Local Plan for Special Education on a motion by Gary Chavez, seconded by Pete Mathew. (Ayes: Dack, Mathew, Aguilar, Chavez, Faccinto; Noes: None; Abstentions: None; Absent: None)

8. Conference Attendance

The Board approved the authorized the attendance participation for Superintendent/Principal Mr. Cruz to attend the ACSA 2017 Superintendents' Symposium Annual Education Conference at Indian Wells, California February 8 - 10, 2017 on a motion by Pete Mathew, seconded by Gary Chavez. (Ayes: Dack, Mathew, Aguilar, Chavez, Faccinto; Noes: None; Abstentions: None; Absent: None)

B. Personnel/Students

1. Offer of Employment for Instructional Aide

The Board ratified offer of employment for Lorena Maravilla - Instructional Aide – (Part-time 5hrs) on a motion by Gary Chavez, seconded by Liz Faccinto. (Ayes: Dack, Mathew, Aguilar, Chavez, Faccinto; Noes: None; Abstentions: None; Absent: None)

2. Offer of Employment for Instructional Aide

The Board ratified offer of employment for Melissa Ibarra - Instructional Aide - (Part-time 5hrs) on a motion by Gary Chavez, seconded by Liz Faccinto. (Ayes: Dack, Mathew, Aguilar, Chavez, Faccinto; Noes: None; Abstentions: None; Absent: None)

3. Ratify Offer of Employment for Library Aide

The Board ratified offer of employment for Nancy Alvarez - Library Aide - (part-time 4.5hrs) on a motion by Gary Chavez, seconded by Liz Faccinto. (Ayes: Dack, Mathew, Aguilar, Chavez, Faccinto; Noes: None; Abstentions: None; Absent: None)

4. Interdistrict Attendance Permits

None to report.

C. *Curriculum/Instruction/Assessment*

1. Renaissance Learning Inc. Proposal

The Board ratified the Service Proposal Accelerated Reader (AR)/STAR Data Integration fee between Washington Colony Elementary School District and Renaissance Learning Inc. on a motion by Gary Chavez, seconded by Pete Mathew. (Ayes: Dack, Mathew, Aguilar, Chavez, Faccinto; Noes: None; Abstentions: None; Absent: None)

VII. Closed Session

The Board met in closed session beginning at 7:24p.m. on a motion by Pete Mathew, seconded by Mark Aguilar (Ayes: Aguilar, Chavez, Dack, Faccinto, Mathew; Noes: None; Abstentions: None; Absent: None) pursuant to:

Government Code section 54957.6
CONFERENCE WITH LABOR NEGOTIATORS,
District Negotiator: Superintendent/Principal, Jesus Cruz
Employee Organization: Washington Colony Teachers Association
Unrepresented Employee(s): District Classified Employees
Unrepresented Employee(s): Classified Management

VIII. Reconvene

The Board reconvened at 8:02 p.m. on a motion by Pete Mathew, seconded by Liz Faccinto (Ayes: Aguilar, Chavez, Dack, Faccinto, Mathew; Noes: None; Abstentions: None; Absent: None)
None to Report.

IX. Adjournment

The meeting was adjourned at 8:03p.m. on a motion by Gary Chavez, seconded by Mark Aguilar (Ayes: Aguilar, Chavez, Dack, Faccinto, Mathew; Noes: None; Abstentions: None; Absent: None)

Robert E. Dack, President

Mark Aguilar, Clerk

WCESD BOARD OF TRUSTEES

ITEM NO. IV.C
DATE: November 8, 2016

SUBJECT TITLE: PUBLIC COMMENT/BOARD COMMENT

Action _____ Discussion ___√___ Information _____

BACKGROUND

Members of the public are encouraged to attend Board meetings and to address the Board concerning any item on the agenda or within the Board's jurisdiction. So as not to inhibit public participation, persons attending Board meetings are not asked to sign in, complete a questionnaire, or otherwise provide their name or other information as a condition of attending the meeting. Individuals who require disability-related accommodations or modifications including auxiliary aids and services in order to participate in the Board meeting should contact the Superintendent in writing.

In order to conduct district business in an orderly and efficient manner, the Board requires that public presentations to the Board comply with the following procedures:

1. Members of the public shall have an opportunity to address the Board either before or during the Board's consideration of each item of business to be discussed at regular or special meetings.
2. At a time so designated on the agenda, members of the public may bring before the Board, at a regular meeting, matters that are not listed on the agenda. The Board may refer such a matter to the Superintendent or designee or take it under advisement, but may not take action at that time. The matter may be placed on the agenda of a subsequent meeting for action or discussion by the Board.
3. Without taking action, Board members or district staff members may briefly respond to statements made or questions posed by the public about items not appearing on the agenda. Additionally, on their own initiative or in response to questions posed by the public, a Board or staff member may ask a question for clarification, make a brief announcement, or make a brief report on his/her own activities.

   Furthermore, the Board or a Board member may provide a reference to staff or other resources for factual information, ask staff to report back to the Board at a subsequent meeting concerning any matter, or take action directing staff to place a matter of business on a future agenda.
4. The Board need not allow the public to speak on any item that has already been considered by a committee composed exclusively of Board members at a public meeting where the public had the opportunity to address the

committee on that item. However, if the Board determines that the item has been substantially changed since the committee heard it, the Board will provide an opportunity for the public to speak.

5. A person wishing to be heard by the Board will first be recognized by the president and may then proceed to comment as briefly as the subject permits.

   Individual speakers are allowed three minutes to address the Board on each agenda or non-agenda item. The Board may limit the total time for public input on each item to 20 minutes. With Board consent, the president may increase or decrease the time allowed for public presentation, depending on the topic and the number of persons wishing to be heard. The president may take a poll of speakers for or against a particular issue and may ask that additional persons speak only if they have something new to add.

6. The Board president may rule on the appropriateness of a topic. If the topic would be more suitably addressed at a later time, the president may indicate the time and place when it should be presented.

   The Board may not prohibit public criticism of its policies, procedures, programs, services, acts or omissions. In addition, the Board may not prohibit public criticism of district employees.

   Whenever a member of the public initiates specific complaints or charges against an employee, the Board president will inform the complainant that in order to protect the employee's right to adequate notice before a hearing of such complaints and charges, and also to preserve the ability of the Board to legally consider the complaints or charges in any subsequent evaluation of the employee, it is the policy of the Board to hear such complaints or charges in closed session unless otherwise requested by the employee pursuant to Government Code 54957.

7. The Board president will not permit any disturbance or willful interruption of Board meetings. Persistent disruption by an individual or group will be grounds for the chair to terminate the privilege of addressing the Board. The Board may remove disruptive individuals and order the room cleared if necessary. Individuals not participating in such disturbances may be allowed to remain at the discretion of the Board. When the room is ordered cleared due to a disturbance, further Board proceedings will concern only matters appearing on the agenda.

REPORTS
DISCUSSION
INFORMATION

WCESD BOARD OF TRUSTEES

ITEM NO. V.A.2
DATE: November 8, 2016

SUBJECT TITLE: BOARD HISTORY

Action _____ Discussion _____ Information ___√___

BACKGROUND

The maintenance of accurate minutes of Board meetings provides a record of Board actions for use by district staff and the public. The secretary of the Board keeps minutes and records all official Board actions.

CONSIDERATION

"To believe what has not occurred in history will not occur at all, is to argue disbelief in the dignity of man."

Mahatma Gandhi *(1869-1948)*

Excerpts from the minutes of meetings held November 8, 1966; and November 12, 1991 follow for your review.

WASHINGTON COLONY SCHOOL
BOARD OF TRUSTEES
MINUTES OF REGULAR MEETING

NOVEMBER 8, 1966

Meeting was called to order at 8:00 p.m. in the library of Washington Colony School by president of the Board, Henry Salwasser. All members were present and Mr. Massie, Secretary to the Board. Also present were Mr. and Mrs. Robert Duffey, Mrs. David Watson, Mrs. Norman Lassen, Mrs. Robert Rothenfluh, and Mrs. Herb Zimmerman.

MINUTES OF REGULAR MEETING OF OCTOBER 11 and SPECIAL MEETING of OCTOBER 19 were read and approved upon motion of John Pylman, seconded by John Moran.

MAINTENANCE REGISTER PAGES 20 and 21 and WARRANTS nos. 151 through 174 were signed by members of the Board following approval by motion of Bud Barberich seconded by John Pylman.

INTERDISTRICT ATTENDANCE PERMIT -John Almgren: Upon a motion by John Moran, seconded by Bruce Blacksill, it was the unanimous decision of the Board to allow John Almgren, grade 7 to attend this school for this school year. John lives in Orance Center district.

LANDSCAPING OF NEW BUILDING GROUNDS: On motion of Bud Barberich, seconded by John Pylman, it was unamiously agreed to go ahead with landscaping of the grounds around the new Primary building. It was agreed to have Mr. James Watson, Horticulture instructor of Reedley College to do this work and to furnish the shrubs in accordance with the quotation submitted by him, with the exception that redwood bark should be used instead of decorative bark because of the considerable difference in cost.

SPEAKERS FOR DEDICATION OF NEW BUILDING: The Board appointed John Pylman to be the speaker for the dedication ceremony to be held on November 16. Also, Mr. Massie announced that Mr. Harold Coles, County Superintendent of Schools, has accepted an invitation to speak at the dedication.

VISITORS: Mrs. Robert Duffey presented questions concerning the Foreign Language program in the school. It was decided that a meeting would be set up with Mrs. Duffey, Mary Richardson, Foreign Language teacher, and Mr. Massie at which time a complete explanation of the Foreign Language program could be outlined for Mrs. Duffey. (Note: This meeting was held on November 9. Many phases of the program had not been clear to Mrs. Duffey, but after explanations were completed, she appeared quite impressed with the program.)

Mrs. Robert Rothenfluh was concerned about a remark which she had heard had been made by a 7th grade teacher (Mr. Charles Williams) concerning her son, John and his attitude and behavior on the P. E. grounds. (Note: A successful meeting was held between Mrs. Rothenfluh, Mr. Williams and Mr. Massie on November 9 before school began in the morning. The problem between Johnny Rothenfluh and his teacher was discussed to the satisfaction of both parties and the meeting concluded with Mrs. Rothenfluh offering her complete co-operation in regards to the behaviour and attitudes of John.)

Mrs. Herb Zimmerman requested that the Board consider hiring an adult to assist the children in crossing Elm Avenue at the Intersection of Lincoln ~~between the hours of 8:00 and 9:00 A.M. and for a short while at 11:00 A.M.~~ Upon motion of John Pylman, seconded by Bud Barberich, it was unanimously agreed that Mr. Massie be authorized to hire an adult at the rate of $2.00 pr hour, and that he be paid for two hours each day. It was agreed that Mr. Arthur Christensen, part-time custodian, be contacted for this job first.

INTERNATIONAL-SUPERIOR BUS (no. 2): Mr. Massie informed the Board that International Harvester Co. wants to install front brakes on the new Internantional-Superior Bus (No. 2) (This was done over Thanksgiving holidays.)

ADJOURNMENT was by motion of Bud Barberich, seconded by John Moran.

Respectfully submitted:

James G. Massie,
Secretary to the Board

Approved by:

Henry L. Salwasser, President
(Henry L. Salwasser)

John D. Moran Clerk
(John Moran)

ma

WASHINGTON COLONY SCHOOL DISTRICT

BOARD OF TRUSTEES

Minutes of Regular Meeting

November 12, 1991

I. CALL TO ORDER

The meeting was called to order in the school library at 7:50 p.m. by board president, John Rothenfluh.

II. FLAG SALUTE

The flag salute was led by Sarah Porraz, Student Body President.

III. ROLL CALL

Members present: Mike Aguilar, Frank Butterfield, Pete Mathew, Joyce Quiroz, John Rothenfluh, and LaVerne Carlson. Members absent; none. Others present; John Franich, Ted Davis, Barbara Thomas, Darlene Hill, Paul Demant, Elaine Scheppegrell, Marlene Phillips, Johnnie Subia, Helen Cunha, Barbara Katanik, Pam Weaver, Mariette Brotnov, Jeff Brotnov, Steve Jensen, Sarah Porraz, Sarah Reed, and Liz Faccinto. Sue Ruiz arrived at the end of the meeting.

IV. ROUTINE BUSINESS

A. AGENDA
John Rothenfluh asked that action item M (Classified Resignation) be added to the agenda. The revised agenda was approved on a motion by Joyce Quiroz, seconded by Mike Aguilar. Motion carried.

B. MINUTES
OCTOBER 8, 1991 REGULAR MEETING
The revised minutes of the October 8, 1991 regular meeting were approved on a motion by Pete Mathew, seconded by Frank Butterfield. Motion carried.

OCTOBER 11, 1991 SPECIAL MEETING
The revised minutes of the October 11, 1991 special meeting were approved on a motion by Pete Mathew, seconded by Frank Butterfield. Motion carried.

C. WARRANTS
Warrants #707714 to #707782 dated October 25, 1991 were approved on a motion by Joyce Quiroz, seconded by Mike Aguilar. Motion carried.

D. DISTRIBUTION OF MATERIALS
Materials were distributed to respective board members.

E. CORRESPONDENCE
A thank-you card from Linda Hofer was read to the board.

F. PUBLIC PRESENTATION
John Subia addressed the board regarding bilingual notices to parents. He stated that information being sent to parents in English cannot be read by some of the hispanic or hmong parents. He suggested the school newsletter and other notices be sent home in English, Spanish, and Hmong.
Dr. Carlson presented appreciation plaques to John Rothenfluh and Frank Butterfield for their service to the district as members of the board of trustees.

G. TEACHER PRESENTATION - MISS WEAVER and MR. BROTNOV
Pam Weaver and Jeff Brotnov showed the board samples of work done by their fourth grade classes. Miss Weaver told the board how her class uses the computer in their writing center. Mr. Brotnov told how his class made up board games based on the book "Jumanji". He also told how his class uses the computer to write to pen pals.

V. CLOSED SESSION

The board met in closed session prior to the regular session to discuss matters of personnel and negotiations. A short closed session was held at the conclusion of action items. Action Item N was added to the agenda at this time.

VI. ACTION ITEMS

A. MASTER PLAN - SPECIAL EDUCATION CLASSES

Barbara Thomas and Darlene Hill from Fresno County Office of Education (Master Plan) answered question from the board regarding the special education classes and relocatable and portable classrooms. Barbara Thomas explained that districts are paid a maximum of $1800 per year for administrative fees for each special education classroom on their campus. This amount is to offset expenses for utilities and maintenance for special education classes. After discussion the board voted to add a second special education class to our campus and divide the students by age. The additional special education classroom will be an emergency portable building placed on the primary campus to the south of the third grade classrooms. The board is asking the County for a second emergency portable building that can be canceled if the relocatable building is received. This was on a motion by Mike Aguilar, seconded by Frank Butterfield. Motion carried.

B. SET DATE FOR ORGANIZATIONAL MEETING

The board set the December 10, 1991 regular meeting as the annual organizational meeting on a motion by Pete Mathew, seconded by Frank Butterfield. Motion carried. Resolution 9192-11-1
New board members will be sworn in at this meeting.

C. PUBLIC HEARING - GANN CALCULATIONS

The board opened the public hearing for Gann calculations on a motion by Joyce Quiroz, seconded by Mike Aguilar. After discussion, the public hearing was closed on a motion by Joyce Quiroz, seconded by Mike Aguilar. Motion carried.

D. GANN RESOLUTION

The board approved the Gann Limit calculations and passed a resolution regarding the Gann Limit for the 1991-92 fiscal year. This was on a motion by Frank Butterfield, seconded by Mike Aguilar. Motion carried.
Resolution 9192-11-2

E. G A T E TEACHER RESIGNATION

Dr. Carlson read a letter of resignation from recently appointed G A T E teacher, Patricia Miller. Her resignation was accepted on a motion by Frank Butterfield, seconded by Joyce Quiroz. Motion carried.

F. DESIGNATE G A T E TEACHER AND G A T E PROPOSAL
The board accepted Helen Cunha as the G A T E teacher for the 1991-92 school year. They also approved her proposal for G A T E instruction. The stipend for the G A T E teacher would be the same as in the past as equivalent to the Mentor Teacher. This was on a motion by Frank Butterfield, seconded by Mike Aguilar. Motion carried.

G. BOARD POLICY REVISIONS - 2nd Reading
BP/AR5144.1, AR5144.2, BP6020, BP6143, BP/AR6145, BP6145.5, BP/AR6158, BP/AR6171, BP/AR5121, BP5113
The board approved the second reading of the above board policies on a motion by Frank Butterfield, seconded by Joyce Quiroz. Motion carried.

H. STUDENT BODY CONCESSIONS AT SPORTS EVENTS
After reading a proposal submitted by the Student Council, the board approved selling snacks at home sports events on a motion by Frank Butterfield, seconded by Mike Aguilar. Motion carried.

I. SWEET SOUNDS USE OF PLATFORMS
The board read a request from Patty Musson, Director of Sweet Sounds, to use the school's platforms and risers for a Sweet Sounds performance on December 8. The request was approved on a motion by Mike Aguilar, seconded by Frank Butterfield. Motion carried.

J. SPECIAL SERVICES AGREEMENT
WESTERN FRESNO COUNTY CONSORTIUM
The board approved the Special Services Agreement with the Western Fresno County Consortium on a motion by Frank Butterfield, seconded by Mike Aguilar. Motion carried. Under the agreement, Washington Colony School District will pay the consortium a sum of $1000 in two equal installments. This annual fee provides assistance in completing the SDE 100 application, compliance monitoring, and coordination of Program Review. An additional $600 will be charged if the school district is scheduled for a Program Quality Review.

K. TECHNOLOGY GRANT - STEVE JENSEN
Mr. Jensen submitted a Technology Grant proposal to the board for their approval. The grant application was approved on a motion by Frank Butterfield, seconded by Mike Aguilar. Motion carried. The

total state funds requested is $13,360.00. District matching funds on the application is $1,400.00 and "in-kind" matching value is $1,280.00.

L. INTERDISTRICT TRANSFER
After discussion, the board denied an interdistrict transfer request for Melissa Galindo (American Union to Washington Colony). The transfer was denied based on behavior and discipline problems. This was on a motion by Pete Mathew, seconded by Frank Butterfield. Motion carried.

M. CLASSIFIED RESIGNATION - ALMA MOORE
The board accepted the resignation of Alma Moore, first grade classroom aide, on a motion by Pete Mathew, seconded by Frank Butterfield. Motion carried. Mrs. Moore's resignation is effective December 6, 1991. She has been employed by Washington Colony School for over 20 years.

N. SUPERINTENDENT'S CONTRACT
Action was taken as a result of the closed session. The board voted not to extend the Superintendent's contract beyond the current school year. This was on a motion by Pete Mathew, seconded by Joyce Quiroz. Motion carried.

VII. DISCUSSION/INFORMATION

A. ENROLLMENT

The school enrollment was 450 students as of November 7, 1991.

B. C.S.B.A. ANNUAL CONFERENCE

Board members and the superintendent will be attending the C.S.B.A. Annual Conference in San Francisco on December 11 to 15.

C. EDUCATIONAL TRIP - WASHINGTON D.C. - SUMMER

The board discussed a proposed trip to Washington D.C. by teacher Phil Alfano and some of the 8th grade students. The proposed trip would be during the summer and would not be school related.

VIII. SUPERINTENDENT'S REPORT

A. CASH FLOW

Cash flow information on all funds was distributed to the board.

B. GENERAL REPORT

1. The Washington Colony Christmas Program will be held in the Washington Union High School auditorium on Thursday, December 19, 1991.

IX. ADJOURNMENT

The meeting was adjourned at 9:40 p.m. on a motion by Joyce Quiroz, seconded by Mike Aguilar. Motion carried.

JOHN ROTHENFLUH
Board President

PETE MATHEW
Board Clerk

WCESD BOARD OF TRUSTEES

ITEM NO. V.A.3
DATE: November 8, 2016

SUBJECT TITLE: FINANCIAL REPORTS

Action _____ Discussion _____ Information ___√___

BACKGROUND

The Governing Board is committed to ensuring accountability to the public for the fiscal health of the district. The Board adopts sound fiscal policies and oversees the district's financial condition. The Superintendent or designee regularly keeps the Board informed about the district's finances and submits timely reports so that the Board can take appropriate action to ensure the district's financial stability. The Superintendent or designee recommends amendments to the district's budgeted revenues and expenditures as may be necessary to maintain a balanced budget.

CONSIDERATION

The *Cash in County Treasury Report* for October 2016 follows for your review.

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
387-AMERIPRIDE UNIFORM SERVICE IN	511961903	PO-170080	2016-2017 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	82.64
		PO-170080	2016-2017 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	65.11
		PO-170080	2016-2017 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	80.26
		PO-170080	2016-2017 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	60.65
		PO-170080	2016-2017 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	75.67
		PO-170080	2016-2017 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	79.33
		PO-170080	2016-2017 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	75.67
		PO-170080	2016-2017 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	81.65
				Warrant Total:	**600.98**
	511965525	PO-170080	2016-2017 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	60.65
		PO-170080	2016-2017 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	251.53
		PO-170080	2016-2017 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	80.26
				Warrant Total:	**392.44**
				Vendor Total:	**993.42**
523-AT&T	511961904	PO-170085	2016-2017 OPEN PURCHASE OR	0100-81500-0-0000-8100-590004-000-00	37.77
		PO-170085	2016-2017 OPEN PURCHASE OR	0100-81500-0-0000-8100-590004-000-00	75.86
				Warrant Total:	**113.63**
				Vendor Total:	**113.63**
1301-B FRESH PRODUCE INC.	511961905	PO-170120	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	441.25
		PO-170120	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-07	53.50
		PO-170120	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	454.25
		PO-170120	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-07	64.00
				Warrant Total:	**1,013.00**
	511964894	PO-170120	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	464.75
		PO-170120	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	263.50
		PO-170120	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-07	64.00
		PO-170120	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-07	64.00
				Warrant Total:	**856.25**
				Vendor Total:	**1,869.25**
1365-BSN SPORTS INC	511961906	PO-170139	1155389 TACHIKARA BC HAM '	0100-11000-0-1110-1000-430000-000-00	177.33
				Warrant Total:	**177.33**
				Vendor Total:	**177.33**
1417-BUSWEST LLC	511965526	PV-170064	BUS PARTS	0100-09000-0-0000-3600-430024-000-00	160.73
				Warrant Total:	**160.73**

Paid Date(s) From: 10/1/2016 To: 10/31/2016

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
				Vendor Total:	**160.73**
314-CALIFORNIA DEPARTMENT OF	511965527	PO-170118	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	208.00
		PO-170118	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	19.60
				Warrant Total:	**227.60**
				Vendor Total:	**227.60**
375-CALIFORNIA'S VALUED TRUST	511964895	PV-170061	CLASSIFIED	0100-00010-0-0000-0000-951400-000-00	7,034.40
		PV-170061	CERTIFICATED	0100-00010-0-0000-0000-951400-000-00	36,752.90
		PV-170062	MANAGEMENT	0100-00010-0-0000-0000-951400-000-00	1,583.02
		PV-170062	TRUSTEES	0100-00010-0-0000-0000-951400-000-00	6,197.04
				Warrant Total:	**51,567.36**
	511964896	PV-170061	PRESCH	1200-00010-0-0000-0000-951400-000-00	1,761.51
		PV-170063	PRESCH AIDES	1200-00010-0-0000-0000-951400-000-00	7.56
				Warrant Total:	**1,769.07**
	511964897	PV-170061	CAFETERIA	1300-00010-0-0000-0000-951400-000-00	885.18
				Warrant Total:	**885.18**
				Vendor Total:	**54,221.61**
614-CDW GOVERNMENT LLC	511961907	PO-170141	ICUSBAUDIOB STAR TECH CO	0100-09000-0-1110-2420-430000-000-54	79.72
		PO-170141	ICUSBAUDIOB STAR TECH CO	0100-09000-0-1110-2420-430000-000-54	21.47
		PO-170162	3957285 ERGOTRON YES36 CH	0100-09000-0-1110-1000-440002-000-00	22,575.17
		PO-170162	3957285 ERGOTRON YES36 CH	0100-09000-0-1110-1000-440002-000-00	2,700.00
		PO-170162	3957285 ERGOTRON YES36 CH	0100-09000-0-1110-1000-440002-000-00	4,545.45
				Warrant Total:	**29,921.81**
	511965528	PO-170166	4075128 HP OFFICEJET PRO 87	0100-11000-0-1110-1000-430000-000-00	134.71
				Warrant Total:	**134.71**
				Vendor Total:	**30,056.52**
1216-CENTRAL VALLEY SUPPORT SERV	511961908	PV-170049	403B SERVICES	0100-00000-0-0000-7200-580010-000-00	2.50
				Warrant Total:	**2.50**
				Vendor Total:	**2.50**
428-CHILDS AND COMPANY INC	511965529	PV-170066	MAINT SUPPLIES	0100-81500-0-0000-8100-430018-000-00	987.01
		PV-170065	MAINT SUPPLIES	0100-81500-0-0000-8100-430018-000-00	10.28
				Warrant Total:	**997.29**
				Vendor Total:	**997.29**
544-CIT TECHNOLOGY FINANCIAL INC.	511961909	PO-170149	2016-2017 OPEN PURCHASE OR	0100-00000-0-1110-1000-560008-100-82	798.71

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
				Warrant Total:	**798.71**
				Vendor Total:	**798.71**
1330-CONTRAX FURNISHINGS LLC	511961910	PO-170083	202AG PORCELAIN MARKERB	0100-09000-0-1110-1000-430000-000-00	1,951.18
				Warrant Total:	**1,951.18**
				Vendor Total:	**1,951.18**
915-CRYSTAL CREMERY	511961911	PO-170119	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	218.30
		PO-170119	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	174.28
		PO-170119	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	319.20
		PO-170119	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	217.40
				Warrant Total:	**929.18**
	511964898	PO-170119	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	286.83
		PO-170119	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	209.57
		PO-170119	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	241.46
				Warrant Total:	**737.86**
	511965530	PO-170119	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	254.47
				Warrant Total:	**254.47**
				Vendor Total:	**1,921.51**
847-DELLAVALLE LABORATORY INC	511961912	PO-170150	2016-2017 OPEN PURCHASE OR	0100-81500-0-0000-8100-580033-000-00	340.00
				Warrant Total:	**340.00**
	511965531	PO-170150	2016-2017 OPEN PURCHASE OR	0100-81500-0-0000-8100-580033-000-00	160.00
				Warrant Total:	**160.00**
				Vendor Total:	**500.00**
1065-EDUCATIONAL DATA SYSTEMS IN	511961913	PO-170138	CELDT SET UP FEE	0100-00000-0-1110-3160-580039-000-00	303.01
				Warrant Total:	**303.01**
				Vendor Total:	**303.01**
1371-FAMILY LEADERSHIP INC	511961914	PO-170129	2-DAY TRAINING AND CERTIF	0100-09000-0-0000-2495-580000-000-00	6,000.00
				Warrant Total:	**6,000.00**
				Vendor Total:	**6,000.00**
557-FERGUSON ENTERPRISES INC	511965532	PV-170068	MAINT SUPPLIES	0100-81500-0-0000-8100-430018-000-00	494.17
				Warrant Total:	**494.17**
				Vendor Total:	**494.17**
122-FOCUS PACKAGING AND SUPPLY I	511965533	PV-170067	CUSTODIAL SUPPLIES	0100-81500-0-0000-8100-430018-000-00	370.13

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
				Warrant Total:	**370.13**
				Vendor Total:	**370.13**
1530-FRESNO AREA CHILD DEVELOPME	511961915	PV-170050	STAFF DEV FEE	1200-61050-0-0001-1000-520000-000-00	50.00
				Warrant Total:	**50.00**
				Vendor Total:	**50.00**
127-FRESNO COUNTY OFFICE OF EDUC.	511965534	PO-170074	2016-2017 OPEN PURCHASE OR	0100-09000-0-1110-3130-580010-000-87	388.10
				Warrant Total:	**388.10**
				Vendor Total:	**388.10**
131-FRESNO OXYGEN INC.	511965535	PO-170160	2016-2017 OPEN PURCHASE OR	0100-81500-0-0000-8100-560000-000-00	46.80
				Warrant Total:	**46.80**
				Vendor Total:	**46.80**
132-FRESNO PACIFIC UNIVERSITY	511965536	PO-170167	REGISTRATION FOR CHARDA	0100-31500-0-1110-1000-520000-000-00	45.00
				Warrant Total:	**45.00**
				Vendor Total:	**45.00**
1300-GARY'S D-ROOTING SERVICE	511965537	PV-170072	REPAIRS	0100-81500-0-0000-8100-560003-000-00	120.00
				Warrant Total:	**120.00**
				Vendor Total:	**120.00**
141-GLACIER REFRIGERATION & AIR	511965538	PV-170071	CHILLER/BOILER PM	0100-81500-0-0000-8100-560003-000-00	529.11
		PV-170069	ROOM REPAIRS	0100-81500-0-0000-8100-560003-000-00	842.11
				Warrant Total:	**1,371.22**
	511965539	PV-170070	KITCHEN WALKIN PM	1300-53100-0-0000-8100-560000-000-00	1,504.74
				Warrant Total:	**1,504.74**
				Vendor Total:	**2,875.96**
1356-GOODFELLOW OCCUPATIONAL TH	511965540	PO-170171	2016-2017 OPEN PURCHASE OR	0100-33100-0-5770-1190-580000-000-79	1,450.00
				Warrant Total:	**1,450.00**
				Vendor Total:	**1,450.00**
1497-HERNANDEZ, JESUS C	511961916	PV-170059	UNITY CONF	0100-11000-0-0000-7150-520000-000-76	24.00
		PV-170059	UNITY CONF	0100-11000-0-0000-2700-520000-000-76	56.00
				Warrant Total:	**80.00**
				Vendor Total:	**80.00**
1552-INDOOR ENVIRONMENTAL SERVIC	511965541	PO-170175	FEE FOR CONDUCTING CERTI	0100-62300-0-0000-8500-620000-000-00	11,128.00

Paid Date(s) From: 10/1/2016 To: 10/31/2016

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
				Warrant Total:	**11,128.00**
				Vendor Total:	**11,128.00**
1121-JOHNSON CONTROLS INC	511965542	PV-170073	MAINT REPAIRS	0100-81500-0-0000-8100-560003-000-00	355.20
				Warrant Total:	**355.20**
				Vendor Total:	**355.20**
190-LAKESHORE LEARNING MATERIAL	511965543	PO-170163	RR-793 MAGNETIC TUB & LET	0100-09000-0-1110-1000-430000-000-00	183.55
				Warrant Total:	**183.55**
				Vendor Total:	**183.55**
1525-LEARN WITH IPADS LLC	511961917	PV-170060		0100-30100-0-1110-1000-580000-000-00	505.87
				Warrant Total:	**505.87**
				Vendor Total:	**505.87**
195-LINGER PETERSON SHRUM & CO	511965544	PO-170092	2016-2017 FEE TO AUDIT THE F	0100-00000-0-0000-7191-580005-000-00	2,400.00
				Warrant Total:	**2,400.00**
				Vendor Total:	**2,400.00**
887-LOZANO SMITH INC	511965545	PO-170174	BACK TO SCHOOL LEGAL UP	0100-11000-0-0000-2700-520000-000-41	75.00
				Warrant Total:	**75.00**
				Vendor Total:	**75.00**
1264-MARQUEZ, MARK	511961918	PV-170054	science conf palm springs 10/20-23	0100-31500-0-1110-1000-520000-000-00	467.76
				Warrant Total:	**467.76**
				Vendor Total:	**467.76**
1400-MARTINEZ, OSA	511961919	PV-170056	SCIENCE CONF 10/20-23	0100-31500-0-1110-1000-520000-000-00	467.76
				Warrant Total:	**467.76**
				Vendor Total:	**467.76**
1551-MIRACLE PLAYSYSTEMS INC	511965546	PV-170074	WOOD FIBER	0100-81500-0-0000-8100-430018-000-00	1,452.98
				Warrant Total:	**1,452.98**
	511965547	PV-170074	WOOD FIBER	1200-61050-0-0001-1000-430000-000-00	1,452.97
				Warrant Total:	**1,452.97**
				Vendor Total:	**2,905.95**
220-MISSION LINEN SUPPLY INC.	511961920	PO-170121	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-8100-550005-000-00	68.86
		PO-170121	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-8100-550005-000-00	68.86
				Warrant Total:	**137.72**

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
	511964899	PO-170121	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-8100-550005-000-00	68.86
		PO-170121	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-8100-550005-000-00	68.86
				Warrant Total:	**137.72**
				Vendor Total:	**275.44**
1280-P & R PAPER SUPPLY COMPANY I	511961921	PO-170117	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-430008-000-00	331.71
				Warrant Total:	**331.71**
	511964900	PO-170117	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-430008-000-00	297.38
				Warrant Total:	**297.38**
				Vendor Total:	**629.09**
385-PACIFIC GAS & ELECTRIC INC	511961922	PO-170079	2016-2017 OPEN PURCHASE OR	0100-81500-0-0000-8100-550001-000-00	124.97
		PO-170079	2016-2017 OPEN PURCHASE OR	0100-81500-0-0000-8100-550001-000-00	2,175.18
		PO-170079	2016-2017 OPEN PURCHASE OR	0100-81500-0-0000-8100-550001-000-00	2,561.79
		PO-170079	2016-2017 OPEN PURCHASE OR	0100-81500-0-0000-8100-550001-000-00	309.72
		PO-170079	2016-2017 OPEN PURCHASE OR	0100-81500-0-0000-8100-550001-000-00	3,150.84
				Warrant Total:	**8,322.50**
				Vendor Total:	**8,322.50**
1522-PALM MEDICAL GROUP INC	511961923	PV-170051	VIVENZI RECERT	0100-09000-0-0000-3600-580025-000-00	79.00
				Warrant Total:	**79.00**
				Vendor Total:	**79.00**
248-PITNEY BOWES	511965548	PO-170172	2016-2017 LEASE PAYMENT FO	0100-00000-0-0000-7200-590002-000-00	277.91
				Warrant Total:	**277.91**
				Vendor Total:	**277.91**
1442-RENAISSANCE LEARNING INC	511961924	PO-170142	DATA INTEGRATION FEE LEV	0100-09000-0-1110-1000-580000-000-00	2,800.00
				Warrant Total:	**2,800.00**
				Vendor Total:	**2,800.00**
1312-ROBERT V. JENSEN INC.	511961925	PO-170052	2016-2017 OPEN PURCHASE OR	0100-09000-0-0000-3600-430009-000-00	551.15
				Warrant Total:	**551.15**
	511965549	PO-170052	2016-2017 OPEN PURCHASE OR	0100-09000-0-0000-3600-430009-000-00	735.69
		PO-170052	2016-2017 OPEN PURCHASE OR	0100-09000-0-0000-3600-430009-000-00	703.27
				Warrant Total:	**1,438.96**
				Vendor Total:	**1,990.11**
279-SAN JOAQUIN PEST CONTROL INC	511961926	PO-170106	2016-2017 OPEN PURCHASE OR	0100-81500-0-0000-8100-550006-000-00	105.00
		PO-170106	2016-2017 OPEN PURCHASE OR	0100-81500-0-0000-8100-550006-000-00	65.00

Paid Date(s) From: 10/1/2016 To: 10/31/2016

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
				Warrant Total:	**170.00**
				Vendor Total:	**170.00**
1017-SAUNDERS AUTOMATIC SERVICE	511965550	PV-170076	BUS 3 REPAIR	0100-09000-0-0000-3600-560003-000-00	273.30
		PV-170077	BUS 2 REPAIR	0100-09000-0-0000-3600-560003-000-00	362.18
				Warrant Total:	**635.48**
				Vendor Total:	**635.48**
283-SCHAFFER, STAN	511965551	PV-170075	BTSA	0100-31500-0-1110-1000-520000-000-00	9.00
		PV-170075	BTSA	0100-31500-0-1110-1000-520000-000-00	9.00
		PV-170075	BTSA	0100-31500-0-1110-1000-520000-000-00	9.00
				Warrant Total:	**27.00**
				Vendor Total:	**27.00**
1459-SCHOLASTIC INC	511965552	PO-170140	VNN514492 FICTION LEVELS Q	0100-09000-0-1110-1000-430000-000-00	5,959.50
				Warrant Total:	**5,959.50**
				Vendor Total:	**5,959.50**
1362-SCHOOL FOOD CONSULTANTS GR(	511961927	PO-170123	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-580000-000-85	968.00
				Warrant Total:	**968.00**
				Vendor Total:	**968.00**
290-SCHOOL SERV. OF CALIFORNIA INC	511961928	PO-170137	REGISTRATION FOR JESUS CR	0100-11000-0-0000-7150-520000-000-76	79.50
		PO-170137	REGISTRATION FOR JESUS CR	0100-11000-0-0000-7300-520000-000-45	265.00
		PO-170137	REGISTRATION FOR JESUS CR	0100-11000-0-0000-2700-520000-000-76	185.50
				Warrant Total:	**530.00**
				Vendor Total:	**530.00**
296-SHOWALTER, BRAD	511961929	PV-170055	SCIENCE CONF 10/20-23 PALM	0100-31500-0-1110-1000-520000-000-00	467.76
				Warrant Total:	**467.76**
				Vendor Total:	**467.76**
304-SONITROL SECURITY INC.	511961930	PO-170100	QUARTERLY MONITORING F	0100-09000-0-0000-3600-580029-000-00	297.00
		PO-170100	QUARTERLY MONITORING F	0100-11000-0-0000-2700-580029-000-00	1,050.00
		PO-170100	QUARTERLY MONITORING F	0100-81500-0-0000-8100-580029-000-00	306.00
				Warrant Total:	**1,653.00**
				Vendor Total:	**1,653.00**
1263-SPARKLETTS	511965553	PO-170109	2016-2017 OPEN PURCHASE OR	0100-81500-0-0000-8100-550009-000-00	896.09
				Warrant Total:	**896.09**

Paid Date(s) From: 10/1/2016 To: 10/31/2016

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
				Vendor Total:	**896.09**
308-SPURR	511965554	PO-170108	2016-2017 OPEN PURCHASE OR	0100-81500-0-0000-8100-550003-000-00	493.93
				Warrant Total:	**493.93**
				Vendor Total:	**493.93**
316-STATE OF CALIFORNIA	511965555	PV-170079	MARAVILLA FINGPRNT	0100-00000-0-1110-1000-580015-000-00	32.00
		PV-170079	VILLEGAS FINGPRNT	0100-00000-0-0000-2700-580015-000-00	32.00
				Warrant Total:	**64.00**
				Vendor Total:	**64.00**
810-SUNBELT RENTALS INC	511965556	PV-170078	TRACTOR RENTAL	0100-81500-0-0000-8100-560000-000-00	648.63
				Warrant Total:	**648.63**
				Vendor Total:	**648.63**
203-SYSCO FOOD SERVICE OF CENTRA	511961931	PO-170124	2016-2017 OPEN PURCHASE OR	0100-00000-0-0000-7110-430014-000-00	129.49
				Warrant Total:	**129.49**
	511961932	PO-170116	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	2,201.70
		PO-170116	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-07	348.48
		PO-170116	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-07	218.63
		PO-170116	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	97.50
		PO-170116	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	2,248.51
		PO-170116	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	43.23
		PO-170116	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	2,503.28
		PO-170116	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-07	169.84
				Warrant Total:	**7,831.17**
	511964901	PO-170116	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-430008-000-00	36.69
		PO-170116	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	1,677.44
		PO-170116	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	63.84
		PO-170116	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-07	143.43
				Warrant Total:	**1,921.40**
				Vendor Total:	**9,882.06**
392-TERMINAL AIR BRAKE SUPPLY INC	511961933	PV-170057	bus supplies	0100-09000-0-0000-3600-430024-000-00	49.20
				Warrant Total:	**49.20**
	511965557	PV-170080	BUS REPAIR	0100-09000-0-0000-3600-560003-000-00	1,802.20
				Warrant Total:	**1,802.20**
				Vendor Total:	**1,851.40**

Paid Date(s) From: 10/1/2016 To: 10/31/2016

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
332-THE HOME DEPOT CREDIT SERVICE	511961934	PV-170058	supplies maint	0100-81500-0-0000-8100-430018-000-00	17.27
				Warrant Total:	**17.27**
				Vendor Total:	**17.27**
1170-THE HORN SHOP	511965558	PO-170082	2016-2017 INSTRUMENT REPAI	0100-09000-0-1155-1000-560000-000-00	1,500.22
		PO-170082	2016-2017 INSTRUMENT REPAI	0100-09000-0-1155-1000-560000-000-00	2,159.71
		PO-170082	2016-2017 INSTRUMENT REPAI	0100-09000-0-1155-1000-560000-000-00	1,320.89
				Warrant Total:	**4,980.82**
				Vendor Total:	**4,980.82**
1283-THOMPSON, BETTY W	511961935	PO-170159	2016-2017 OPEN PURCHASE OR	0100-00000-0-0000-7300-580000-000-00	756.00
				Warrant Total:	**756.00**
				Vendor Total:	**756.00**
1401-TIME TIMER LLC	511965559	PO-170145	TIME TIMER 3" FOR MRS. TAY	0100-65000-0-5770-1110-430000-000-67	59.90
				Warrant Total:	**59.90**
				Vendor Total:	**59.90**
136-TOSHIBA AMERICA BUSINESS SOLU	511961936	PO-170103	2016-2017 OPEN PURCHASE OR	0100-09000-0-1110-1000-560008-200-84	160.91
				Warrant Total:	**160.91**
				Vendor Total:	**160.91**
790-TRINITY FIRST INSURANCE	511965560	PO-170173	2016-2017 STUDENT ACCIDEN	0100-11000-0-1110-1000-544000-100-00	1,959.04
		PO-170173	2016-2017 STUDENT ACCIDEN	0100-11000-0-1110-1000-544000-200-00	795.86
				Warrant Total:	**2,754.90**
	511965561	PO-170173	2016-2017 STUDENT ACCIDEN	1200-61050-0-0001-1000-544000-000-00	306.10
				Warrant Total:	**306.10**
				Vendor Total:	**3,061.00**
1284-TULARE COUNTY OFFICE OF ED	511965562	PO-170169	REGISTRATION FOR LAURA G	0100-42030-0-1110-1000-520000-000-00	225.00
		PO-170169	REGISTRATION FOR LAURA G	0100-42030-0-1110-1000-520000-000-00	225.00
		PO-170169	REGISTRATION FOR LAURA G	0100-42030-0-1110-1000-520000-000-00	225.00
		PO-170169	REGISTRATION FOR LAURA G	0100-42030-0-1110-1000-520000-000-00	225.00
				Warrant Total:	**900.00**
				Vendor Total:	**900.00**
1129-U.S. BANK NATIONAL ASSOCIATIO	511961937	PV-170052	AIRLINE CRUZ UNITY CONF	0100-11000-0-0000-7150-520000-000-76	97.37
		PV-170052	AIRLINE CRUZ UNITY CONF	0100-11000-0-0000-2700-520000-000-76	41.73
		PV-170052	AIRLINE AGUILAR UNITY CON	0100-11000-0-0000-7110-520000-000-00	139.10
		PV-170052	HOTEL UNITY CONF	0100-11000-0-0000-7150-520000-000-76	213.00

Paid Date(s) From: 10/1/2016 To: 10/31/2016

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
	511961937	PV-170052	HOTEL UNITY CONF	0100-11000-0-0000-2700-520000-000-76	91.28
				Warrant Total:	**582.48**
				Vendor Total:	**582.48**
1377-VERIZON WIRELESS	511965563	PO-170104	2016-2017 OPEN PURCHASE OR	0100-00000-0-0000-8100-590006-000-00	5.09
				Warrant Total:	**5.09**
				Vendor Total:	**5.09**
362-WASHINGTON COLONY	511961938	PV-170053	WATER EMERGENCY PUMP	0100-81500-0-0000-8100-550009-000-00	144.76
				Warrant Total:	**144.76**
	511965564	PV-170082	MAINT SUPPLIES	0100-81500-0-0000-8100-430018-000-00	134.36
				Warrant Total:	**134.36**
				Vendor Total:	**279.12**
967-WASTE MANAGEMENT/USA WAST	511961939	PO-170035	OPEN PURCHASE ORDER FOR	0100-81500-0-0000-8100-550008-000-00	388.20
				Warrant Total:	**388.20**
				Vendor Total:	**388.20**
785-WELLS FARGO FINANCIAL LEASIN	511961940	PO-170105	2016-2017 OPEN PURCHASE OR	0100-09000-0-1110-1000-560008-100-82	138.61
		PO-170105	2016-2017 OPEN PURCHASE OR	0100-09000-0-5770-1110-560008-000-00	138.60
				Warrant Total:	**277.21**
	511961941	PO-170105	2016-2017 OPEN PURCHASE OR	1200-61050-0-0001-1000-560008-000-00	138.61
				Warrant Total:	**138.61**
	511961942	PO-170105	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-560008-000-00	138.61
				Warrant Total:	**138.61**
				Vendor Total:	**554.43**
373-ZOOM IMAGING SOLUTIONS INC	511961943	PO-170114	2016-2017 OPEN PURCHASE OR	0100-09000-0-1110-1000-430000-100-82	204.09
		PO-170114	2016-2017 OPEN PURCHASE OR	0100-09000-0-5770-1110-430000-000-82	204.07
		PO-170113	2016-2017 OPEN PURCHASE OR	0100-09000-0-0000-7200-430014-000-86	322.38
		PO-170113	2016-2017 OPEN PURCHASE OR	0100-09000-0-0000-7200-430014-000-86	133.25
				Warrant Total:	**863.79**
	511961944	PO-170114	2016-2017 OPEN PURCHASE OR	1200-61050-0-0001-1000-430000-000-82	204.09
				Warrant Total:	**204.09**
	511961945	PO-170114	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-430000-000-82	204.09
				Warrant Total:	**204.09**
	511965565	PO-170111	2016-2017 OPEN PURCHASE OR	0100-09000-0-1110-1000-430000-200-84	240.87
		PO-170112	2016-2017 OPEN PURCHASE OR	0100-09000-0-1110-1000-430000-100-82	465.69

Paid Date(s) From: 10/1/2016 To: 10/31/2016

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
				Warrant Total:	**706.56**
				Vendor Total:	**1,978.53**

Paid Date(s) From: 10/1/2016 To: 10/31/2016

Total # of Warrants: **92** **Grand Total:** **177,048.19**

WCESD BOARD OF TRUSTEES

ITEM NO. V.A.4
DATE: November 8, 2016

SUBJECT TITLE: POLICY REVIEW

Action _____ Discussion ___√___ Information _____

BACKGROUND

The governing board adopts written policies to convey its expectations for actions that will be taken in the district, clarify roles and responsibilities of the board and superintendent, and communicate board philosophy and positions to the students, staff, parents/guardians and the community. Board policies are binding on the district to the extent that they do not conflict with federal or state law and are consistent with the district's collective bargaining agreements.

The Board recognizes the importance of maintaining a policy manual that is up to date and reflects the mandates of law. Policies are to be regularly reviewed at a time allocated for this purpose on the agenda of public Board meetings.

The Policy Development and Adoption Process is described in Board Bylaw 9310 *Board Policies.*

CONSIDERATION

BP 5030 Student Wellness - The Governing Board recognizes link between student health and learning and desires to provide a comprehensive program promoting healthy eating and physical activity to all the students in the district. The Governing Board recognizes that students need adequate, nourishing food in order to grow, learn and maintain good health. The Board desires to provide students with adequate space and time to eat meals. Students should have a minimum of 20 minutes to eat lunch and 10 minutes to eat breakfast, when provided.

Washington Colony Elementary School
Board Policy
BP 5030
Student Wellness Policy

The Governing Board recognizes the link between student health and learning and desires to provide a comprehensive program promoting healthy eating and physical activity to all the students in the district. The Governing Board recognizes that students need adequate, nourishing food in order to grow, learn and maintain good health. The Board desires to provide students with adequate space and time to eat meals. Students shall have a minimum of 20 minutes to eat lunch and 10 minutes to eat breakfast, when provided. In order to reinforce the district's nutrition education program, the food available on school premise shall:

1. *Be carefully selected to contribute to student's nutritional well-being and the prevention of disease.*
2. *Meet nutritional standards specified in law and administrative regulation.*
3. *Be prepared in ways that will appeal to students while retaining nutritive quality and to foster lifelong healthful eating habits.*
4. *Be served at reasonable prices*

The Superintendent or designee shall develop strategies designed to encourage the participation of students and parents/guardians in the selection of foods of good nutritional quality for school menus. Parents/Guardians are encouraged to support the district's nutrition education efforts by considering nutritional quality when selecting any snacks which they may donate for occasional class parties.

School cafeterias shall comply with the sanitation and safety requirements of the California Uniform Retail Food Facilities Law as set forth in Health and Safety Code 113700-114455 and with all other requirements governing school cafeterias including the guidelines for free and reduced meals.

Child Nutrition and Physical Activity Advisory Committee

The superintendent or designees shall encourage parents/guardians student's food service employees, the physical education teacher, board member, school administrators and member of the public, to participate in the development of implementation and periodic review and update of the student's wellness policy.

In developing such policies on nutrition and physical activity, the Committee shall hold at least one public hearing and shall ensure that the policies address all the issues and goals specified in Education Code 49433.

Free and Reduced Price Meals

The Governing Board recognizes that adequate nutrition is essential to child development and learning, and realize that some families may be unable to provide breakfast and lunch for their children. In accordance with law, the district shall provide nutritionally adequate free and reduced price meals for students whose families meet federal eligibility criteria.

The Superintendent or designee shall recommend for Board approval a plan that ensures that students eligible to receive free or reduced price meals and milk are not treated differently from other students or easily identified by their peers.

Upon approval of the Board, this plan shall be submitted to the California Department of Education for approval (Education Code 49557).

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

In accordance with the law, the Board authorizes designated employees to use individual records pertaining to student eligibility for any free and reduced price meal program for the purpose of: (Education Code 49558).

1. *Disaggregation of academic achievement data*

The Board further authorizes the release of information on the school lunch program application to the local agency that determines Medi-Cal program eligibility, provided that the student is approved for free meals and the parent/guardian consents to the sharing of information as provide by: (Education Code 49557.2)

Other Food Sales

The Governing Board authorizes the Superintendent or designee to approve the sale of food items and beverages outside the district's food service program, including sales by student or adult organizations, for fundraising purposes. The Governing Board also authorizes the school to offer food and beverages as rewards for academic performance or good behavior as long as these foods meet all of the district guidelines for nutrition.

Any food sales conducted outside the district's food services program shall meet nutritional standards specified in law, Board policy, and administrative regulation and shall not impair the student's participation in the district's food service program.

Food Sales are prohibited during school hours and within one half hour before or one half hour after school, unless the organization is legally organized as a nonpartisan, charitable

organization, and the purpose of the solicitation is nonpartisan and charitable and the solicitation has been approved in accordance with Board Policy (Education Code 51520).

Advertising and Promotion

The Governing Board desires to promote positive relationships between the school and the community in order to enhance community support and involvement in the district. The Superintendent or designee may approve the following if they are in compliance with this Wellness Policy:

1. *Paid advertisements in school-sponsored publications, yearbooks, announcements and other school communications.*
2. *Professional development shall be regularly offered to the physical education teacher, coaches and food services staff as appropriate to enhance their health knowledge and skills.*
3. *The superintendent or designee may disseminate health information and/or the district student wellness policy.*
4. *Our student wellness policy is posted on our website.*

The Board recognizes that a safe, positive, school climate is also conducive to the students physical and mental health thus prohibits the harassment of all students including bullying on the basis of weight or health condition. CF 5121.2-Bullying 5145.3 Nondiscrimination/Harassment.

Criteria for Approval

The Superintendent, principal or designee shall not accept for distribution any materials or advertisements that promote the use or sale of materials or services that are illegal or inconsistent with school objectives.

Schools may establish additional criteria pertaining to the content of advertisements in school publications and yearbooks. Such criteria may limit advertisements to those that contain congratulatory or commemorative messages, curriculum-related content, advertisements for products or services of interest to the students, non-controversial content, and/or other deemed appropriate by the school publication staff and advisor in accordance with law and Board Policy.

Physical Education

The Governing Board recognizes the positive benefits of physical activity for student health and academic achievement. The Board desires to provide a physical education program that builds interest and proficiency in movement skills and encourages student's lifelong fitness through physical activity. Besides promoting high levels of personal achievement and a positive self-

image, physical education activities should teach students how to cooperate in the achievement of common goals.

The Board shall approve the components of the physical education program. The district's program shall include a variety of kinesthetic activities, including team and individual sports, as well as aesthetic movement forms, such as dance.

An appropriate alternative activity shall be provided for students with a physical disability that may restrict excessive physical exertion.

Physical education staff shall appropriately limit the amount or type of physical exercise required of students during air pollution episodes, hot weather or other inclement conditions.

- *K-2 Focus is on building fundamental locomotor skills with an introduction to cooperation skills.*
- *3rd-5th grade focus is to refine fundamental locomotor skills, begin to emphasize and participate more often in corporation activities and introduce team and recreational sports necessary to participate*
- *6th-8th grade focus is to refine cooperation skills, perform various exercises and physical activities specifically to improve health and fitness levels, and to provide instruction on team/individual sport and recreational activity skills.*

Elementary grades participate in kinesthetic activities to help improve their fundamental local motor skills. Activities such as tag game, hula hoops, jump ropes, etc. are implemented.

Upper elementary middle school students begin to focus on traditional team sports such as football, soccer, basketball, etc. Also specific aerobic exercises and resistance exercises are emphasized and practiced daily.

Games and activities are modified to meet the needs of students with physical disabilities, such as modified movements, equipment, or game rules.

During air pollution, hot weather, rainy days, students either relocate to an indoor setting or the intensity of activities are reduced.

Physical Education Code 51222

- *K-5th grades receive 5 days of 40 minute periods in 2 school weeks. That calculates to 200 minutes within 10 days.*
- *6th-8th grades do 8 days of 40 minute periods in 2 school weeks. That calculates to 320 minutes within 10 days.*

Every October we hold a schoolwide jog-a-thon. Students solicit pledges supporting the laps they complete. The funds raised are deposited into the student body account and used to support field trips, special events, supplies, etc.

Physical Performance Testing: Education Code 60800

Summative physical performance testing is implemented through guidelines and criteria set by the Cooper Institute FintessGram program. Summative Tests are performed during April or May.

Education Code 60800

Printouts of student fitness scores are provided to each student. Each student is also orally informed.

Exemptions

The Superintendent or designee may grant temporary exemption from physical education under any of the following conditions:

1. *The student is ill or injured and a modified program to his/her needs cannot be provided. (Education Code 51241).*
2. *The student is enrolled for one-half time or less. (Education Code 51241).*

Comprehensive Health Education

The Governing Board believes that health education should foster the knowledge, skills and behaviors that students need in order to lead healthy, productive lives. The district's health education program shall teach personal responsibility for one's own lifelong health, to respect and promote the health of others, the process of growth and development and informed use of the health-related information, products and services.

The district shall provide a planned, sequential health education curriculum for students that is research based and age appropriate. The content of health instruction shall be offered in accordance with law, Board policy, administrative regulation and state curriculum frameworks. Positive prevention plus materials is a program used by the district to inform the students about health and sex education.

The Board intends for health education to be part of a comprehensive district program to promote the health and well-being of students and staff. Instruction in health-related topics shall be supported by physical education, health services, nutrition services, psychological and counseling services, and a safe and healthy school environment.

Other Recommendations

As it deems appropriate, the council or committee may make policy recommendations related to other health issues that are necessary to promote student and staff health.

Nutritional Standards

However, when the California Department of Education determines that funds are appropriated pursuant to Education Code 49431, the Superintendent or designee shall ensure that elementary schools instead comply with the following nutritional standards following SB 19 standards: (Education Code 49431).

1. *The only food that may be sold to students during breakfast and lunch periods is food that is sold as a full meal. Compliant milk is available for sale daily at breakfast and lunch.*
2. Not more than 30 percent of the total calories of the food item, excluding nuts or seeds, is from fat.
3. Not more than 10 percent of the food items total calories are from saturated fat.
4. Not more than 35 percent of the total weight of the food items, excluding fruits or vegetables, is composed of sugar.
5. No foods containing trans-fats are used in our district.
6. Education Code 38086 requires all California schools to make free drinking water available during school meal times and during the after school snack program.

School staff shall encourage parent/guardians or other volunteers to support the district education program by considering nutritional quality when selecting any snacks which they may donate for occasional class parties. Class parties or celebrations shall be held after the lunch period.

Beginning July 1, 2004, for elementary schools, the following nutritional standards shall apply to all beverages provided in the district's food services program: (Education Code 49431.5)

- *Regardless of the time of day, the only beverages that may be sold to elementary students are water, milk and 100 percent fruit juices.*

For schools participating in the National School Lunch and School Breakfast Programs, meals shall also meet the nutritional standards, as well as the nutrient and calorie levels for students of each age or grade group, required by 7 CFR 210.10 and 220.8. District guidelines for reimbursable school meals shall not be less restrictive than the federal regulations and guidance issues pursuant to 42 USC 1758 (f) (1), 1766 (a) and 1779 (a) and (b) as they apply to schools.

Citizen Advisory Committee

The Board shall involve parents/guardians, students, school food service professionals, school administrators, Board representatives and members of the public in the process of developing the district wide wellness policy. (42 USC 1751)

The Board may utilize existing school health councils or other committees or may establish an advisory committee or working groups including representatives of the above groups, to develop policy recommendations.

The counsel or committee shall examine related research laws, assess student needs and the current school environment, review current Board policies and administrative regulations, and raise awareness about student health issues. The council or committee may survey parents/guardians and/or students, conduct community forums or focus groups, collaborate with appropriate community agencies and organizations, or negate in similar activities within the budget established for these purposes. A student comment box is provided in the cafeteria to all students. This allows the students to provide input on all menu items served for breakfast and lunch. We alter our menus based on student responses.

The council or committee shall provide a yearly report to the superintendent or designee regarding the status of its work. Following the adoption of the Wellness Policy, prior to the beginning of the 2006-07 school year, the committee shall prepare a Wellness Plan to address nutrition and physical activity throughout the district pursuant to the adopted Wellness Policy.

Items to be included in the plan shall be:

1. *Outreach strategies to encourage families to reinforce and support healthy eating and physical activity. We hold a monthly parent education strategy meeting.*
2. Ways the district will measure the implementation of the policy. The superintendent will appoint one person at each site to ensure that the policy is implemented and to report to the district level person responsible for the policy. The district level person will be appointed by the superintendent.
3. Guidelines for age-appropriate, skill-building nutrition at each grade level that is focused on behavior change.
4. Priorities for implementing the recommended strategies
5. Process for evaluating the Board's wellness policy, including evaluation methods, indicators that will be used to measure the success and frequency of the reports.

Free and Reduces Price Meals

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

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

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

Applications

An application form for free or reduced price meals shall be distributed to all parents/guardians at the beginning of each school year, together with information about eligibility standards, application procedures and appeal procedures. This form and information shall also be provided whenever a new student is enrolled. (Education Code 49520,48980; 7 CFR 245.5)

Applications for free or reduced price meal programs shall be available to students at all times during the regular school day and shall contain the following statements: (Education Code 49557; 7 CFR 245.5)

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

Confidentiality/Release of Records

The Governing Board designates an employee (Director of Special Programs) to use individual records pertaining to student participation in the free or reduced price meal program for the purpose of disaggregation of academic achievement data or for the identification of students in any program improvement school choice an supplemental educational services pursuant to 20 USC 6316.

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

1. *No individual indicators of participation in the free or reduced price meal program shall be maintained in the permanent records of any student if not otherwise allowed by law.*
2. *Information regarding individual student participation in the free or reduced price meal program shall not be publicly released.*
3. *All other confidentiality provisions required by law shall be met.*
4. *Information collected regarding individual students certified to participate in the free or reduced price meal program shall be destroyed when no longer needed for its intended purpose. Records must be retained for 3 years.*

Other Food Sales

However, when the California Department of Education determines that funds are appropriated pursuant to Education Code 49431, the Superintendent or designee shall ensure that elementary schools instead comply with the nutritional standards of Education Code 49431. Under these circumstances, an elementary school may permit the sale of food items that do not meet the standards of Education Code 49431 only if the items are sold by students of the school and the sale of food items takes place off school premises or takes place at least one half hour after the end of the school day. (Education Code 49431).

Beginning July 1, 2004 the sale of beverages shall comply with the nutritional standards of Education Code 49431.5, Except that sales not meeting these standards may be permitted when: (Education Code 49431.5)

1. *For a school fundraising event conducted by students at an elementary school, the sale of beverages takes place off school premises or takes place at least one-half hour after the end of the school day.*
2. *For a middle or junior high school, the sale occurs during a school-sponsored event and takes place at the location of the event after the end of the school day.*

The Superintendent or designee shall not permit the sale of food by student organizations in a school with any grades K-8 that is participating in the National School Breakfast or Lunch Program, except when all of the following conditions are met: (5 CCR 15500)

1. *The student organization may sell one food item per sale.*
2. *The specific nutritious food item is approved by the Superintendent or designee.*
3. *The food sales do not begin until after the close of the regularly schedule midday food service period.*
4. *The sales during the regular school day are not of food items prepared on the premises*
5. *There are no more than four such sales per year per school*

6. *The food sold is a dessert-type food, such as pastry, ice cream or fruit.*
7. *The food sold is not one sold in the districts food service program at that school during that school day.*

In Middle school a student organization may be approved to sell food items during or after the school day if all of the following conditions are met: (5 CCR 15501)

1. *Only one student organization conducts food sales on a given school day and the organization sells no more than three types of food or beverage items, except that up to four days during the school year may be designated on which any number of organization may conduct the sale of any food items.*
2. *The specific nutritious food items are approved by the Superintendent or designee.*
3. *The sales during the regular school day are not of food items prepared on the premises.*
4. *The food items sold are not those sold in the district's food service program at that school during that school day.*

Health Education

The district's health education program shall include instruction to aid students in making decisions in matters of personal, family and community health, including the following topics: (Education Code 51890).

1. *The use of health care services: The district contracts with Fresno County Office of Education for health care services.*
2. *Mental and emotional health development: The district contracts with Fresno County Office of Education for all mental, health and psychological services needed.*
3. *Use and misuse of drugs, including tobacco and alcohol: Each year at the end of October we participated in ribbon week in our district.*
4. *Family health and child development, including the legal and financial aspects and responsibilities of marriage and parenthood: Our district complies with the healthy Youth Act. Once per year the nurse practitioner from Fresno County Office of Education provides a sexual and health course to all the 7th grade students as per education code 51933.*
5. *Oral health, vision and hearing: Students are evaluated by a nurse practitioner from Fresno County Office of Education. We participate in the Big Smiles Organization which provides dental care to all students.*
6. *Nutrition, which may include related topics such as obesity and diabetes prevention, we participate in Parenting Parents which is an organization that provides guidelines as it pertains to positive nutrition in the home. We also participate with the Parent Service Center form Fresno County Office of Education. We hold a parent meeting monthly and provide them with information on nutrition and other related topics.*

7. *Exercise, rest and posture: Our district's physical education teacher provides instruction on physical education to all students.*
8. *Environmental health and safety: Our district has an emergency response plan in place. We conduct bus evacuations, duck and cover exercise, fire drills, and lock down procedures.*

Involvement of Health Professionals

Health care professionals also shall be involved in the development and implementation of the district's health education plan and in course evaluation. Such professionals shall represent, at the district's option, the varied fields of health care, including voluntary collaborations with managed health care and health care providers; local public and private health, safety and community service agencies; and other appropriate community resources. (Education Code 51913)

Health care professionals, health care service plans, health care providers and other entities participating in a voluntary imitative with the district are prohibited from communicating about a product or service in a way that is intended or encourage persons to purchase or use the product or service. However, the following activities may be allowed: (Education Code 51890)

1. *Health care or health education information provide in a brochure or pamphlet that contains the logo or name of a health care service plans or health care oragnziation, if provided in coordination with the voluntary initiative*
2. *Outreach, application assistance and enrollment activities relating to federal, state or county sponsored health care insurance*

Program Implementation and Evaluation

The superintendent shall designate one or more district or school employees, as appropriate, to ensure that our school site complies with this policy. (42 USC 1758b).

The Superintendent or designee shall assess the implementation and effectiveness of this policy once every two years.

The assessment shall include the extent to which district schools are in compliance with this policy, the extent to which this policy compares to model wellness policies available from the U.S Department of agriculture and a description of the progress made in attaining the goals of the wellness policy. (49 USC 1758B)

Posting Requirements3

Each school shall post the district's policies and regulations on nutrition and physical activity in public view within all school cafeterias or in other central eating areas. (Education Code 49432).

Each School also may post a summary of nutrition and physical activity laws and regulations prepared by the California Department of Education. (Education Code 49432).

WCESD BOARD OF TRUSTEES

ITEM NO. V.A.5
DATE: November 8, 2016

SUBJECT TITLE: Superintendent's Report

Action _____ Discussion ___√___ Information _____

BACKGROUND

As part of the Governing Board's responsibility to set direction for the school district, the Board shall adopt long-term goals focused on the achievement of all district students. The district's goals shall be aligned with the district's vision, mission, philosophy, and priorities. (BP 0200)

CONSIDERATION

In developing goals and identifying strategies to achieve those goals, the Board and Superintendent shall solicit input and review from key stakeholders. The Board shall also review and consider quantitative and/or qualitative data, including data disaggregated by student subgroup and school site, to ensure that district goals are aligned with student needs. Superintendent will discuss the District Goals and Objectives with the Board of Education. The Superintendent's report on specific objectives and activities follow for your review.

a) Instructional Technology update**
b) Prop 39 Project update** Chris Bristow, (IES)

California Energy Commission Proposition 39 Program Expenditure Plan Summary

Expenditure Plan Summary

Fiscal Year: 2015-16 **Expenditure Plan Submittal Option:** Multiple-Year (bundled) Award Expenditure Plan
Total Award Allocation Remaining: $110,192.00 **Grant Amount Request:** $263,808.00 **Bundle SIR:** 1.14

Application Information

Local Educational Agency (LEA) Name: Washington Colony Elementary
LEA CDS Code: 10625130000000
Mailing Address: 130 East Lincoln Avenue.
Tier: 2
City: Fresno
Zip Code: 93706-6043

LEA Authorized Representative: Jesus Cruz
Title: Superintendent
Phone: (559) 233-0706
E-mail: jesuscruz@washingtoncolony.org

Project Manger: Chris Bristow, PE
Title: Energy Engineer
Phone: (916) 570-1025
E-mail: cbristow@ies-hvac.com

Energy Planning Reservation Information (only avaliable for fiscal year 2013-2014 award)

Did you request Energy Planning Funds? Yes

Budget for Energy Surveys and Energy Audits:	$55,640.00	**Amount Spent for Energy Surveys and Energy Audit:**	$11,128.00
Budget for Proposition 39 Program Assistance:		**Amount Spent for Proposition 39 Program Assistance:**	
Budget for Energy Manager:		**Amount Spent for Energy Manager:**	
Budget for Training:		**Amount Spent for Training:**	
Total:	$55,640.00		$11,128.00

Energy Manager and Training

Are you hiring an Energy Manager with funds requested in this Expenditure Plan? Yes **Amount requesting for Energy Manager:** $12,400.00
Are you using Proposition 39 funds for energy releated training costs? **Amount requesting for Training:**

Self-Certifications

- The LEA followed the Proposition 39 Guidelines regarding eligible energy project prioritization considerations.
- The LEA followed the guidelines regarding sequencing of facility improvements.
- The LEA commits to use the funds for the eligible energy project(s) approved in its energy expenditure plan.
- The LEA commits the information included in the application is true and correct based to the best of the LEA's knowledge.
- The LEA commits that all California Environmental Quality Act (CEQA) requirements are completed.
- The LEA will obtain DSA project approval as applicable pursuant to California Code of Regulations, Title 24.
- The LEA acknowledges that the expenditures are subject to financial audit requirements (Public Resources Code Section 26206(e) and 26240(g)).
- The LEA commits to complying with all reporting requirements.

Reminder: Please remember to include the signed Utility Data Release Authorization Form for your utility provider to release data to the Energy Commission

TYPE Name of Authorized Representative: /S/ Jesus Cruz **Date:** 9/14/2016
Final Report Contact Email: **Final Report Contact Phone:**

California Energy Commission Proposition 39 Program Expenditure Plan Summary

Summary of Schools/Sites

List all schools/sites where Proposition 39 funds from this Expenditure Plan will be used. Each school/site listed must have a Expenditure Plan Project Summary From B completed and attached.

Name	CDS Code	Total Project Cost	Proposition 39 Share
Washington Colony Elementary	10625136007405	$262449.00	$251408.00
	Estimated Total:	$262,449.00	$251,408.00

Washington Colony Elementary School District
25 YEAR CASH FLOW ANALYSIS

IES Indoor Environmental Services

1. **Comprehensive Interior Super-T8 Lighting Retrofit Using 70,000 Hour Rated, 5000K High Efficiency Systems**
2. **Comprehensive Exterior Lighitng Retrofit to LED.**
3. **Replacements of 4 x 1993-1997 Vintage Wall Mount Packaged Heat Pump HVAC Systems with New, Efficient Systems.**
4. **Replacement of Existing Central Plant EMS System with New, Web Based EMS System to the Zone. Existing Pneumatic Controls Eliminated.**
5. **Comprehensive HVAC Controls Retrofit of all remaining HVAC not Connected to EMS with Wi-fi Thermostats.**
6. **All Required California Energy Commission Reporting Services Performed by IES.**
7. **$11,041 District Contribution - All other funding provided by Proposition 39. SIR = 1.14, Minimum Requirement = 1.01.**

Year	Facility Energy Master Plan	FSA Initial Investment (2)	Maintenance Savings (4)	Energy Manager (5)	Prop 39 Funding (3)	Project Utility Savings (1)	Annual Savings	Cumulative Savings
Yr 1: 14-15	$ -	$ -	$ -	$ -	$ 55,640	$ -	$ 55,640	$ 55,640
Yr 2: 15-16	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 55,640
Yr 3: 16-17	$ 11,128	$ 262,449	$ -	$ 12,400	$ 219,296	$ 6,771	$ (59,910)	$ (4,270)
Yr 4: 17-18	$ -	$ -	$ -	$ -	$ -	$ 14,084	$ 14,084	$ 9,814
Yr 4: 18-19	$ -	$ -	$ -	$ -	$ -	$ 14,647	$ 14,647	$ 24,461
Yr 5: 19-20	$ -	$ -	$ -	$ -	$ -	$ 15,233	$ 15,233	$ 39,694
Yr 6: 20-21	$ -	$ -	$ -	$ -	$ -	$ 15,842	$ 15,842	$ 55,536
Yr 7: 21-22	$ -	$ -	$ -	$ -	$ -	$ 16,476	$ 16,476	$ 72,012
Yr 8: 22-23	$ -	$ -	$ -	$ -	$ -	$ 17,135	$ 17,135	$ 89,147
Yr 9: 23-24	$ -	$ -	$ -	$ -	$ -	$ 17,820	$ 17,820	$ 106,967
Yr 10: 24-25	$ -	$ -	$ -	$ -	$ -	$ 18,533	$ 18,533	$ 125,500
Yr 11: 25-26	$ -	$ -	$ -	$ -	$ -	$ 19,274	$ 19,274	$ 144,775
Yr 12: 26-27	$ -	$ -	$ -	$ -	$ -	$ 20,045	$ 20,045	$ 164,820
Yr 13: 27-28	$ -	$ -	$ -	$ -	$ -	$ 20,847	$ 20,847	$ 185,667
Yr 14: 28-29	$ -	$ -	$ -	$ -	$ -	$ 21,681	$ 21,681	$ 207,349
Yr 15: 29-30	$ -	$ -	$ -	$ -	$ -	$ 22,548	$ 22,548	$ 229,897
Yr 16: 30-31	$ -	$ -	$ -	$ -	$ -	$ 23,450	$ 23,450	$ 253,347
Yr 17: 31-32	$ -	$ -	$ -	$ -	$ -	$ 24,388	$ 24,388	$ 277,736
Yr 18: 32-33	$ -	$ -	$ -	$ -	$ -	$ 25,364	$ 25,364	$ 303,100
Yr 19: 33-34	$ -	$ -	$ -	$ -	$ -	$ 26,378	$ 26,378	$ 329,478
Yr 20: 34-35	$ -	$ -	$ -	$ -	$ -	$ 27,434	$ 27,434	$ 356,912
Yr 21: 35-36	$ -	$ -	$ -	$ -	$ -	$ 28,531	$ 28,531	$ 385,443
Yr 22: 36-37	$ -	$ -	$ -	$ -	$ -	$ 29,672	$ 29,672	$ 415,115
Yr 23: 37-38	$ -	$ -	$ -	$ -	$ -	$ 30,859	$ 30,859	$ 445,974
Yr 24: 38-39	$ -	$ -	$ -	$ -	$ -	$ 32,093	$ 32,093	$ 478,067
Yr 25: 39-40	$ -	$ -	$ -	$ -	$ -	$ 33,377	$ 33,377	$ 511,445
Totals	$ 11,128	$ 262,449	$ -	$ 12,400	$ 274,936	$ 522,486	$ 511,445	$ 511,445

NOTES

(1) Escalation included at 4% annually. No utility savings shown 1st year due to construction.

(2) Project expense shown as Capital Expenditure.

(3) The District is Eligible to Apply for the Final 2 Years Proposition 39 in 2017 (2018 to be paid up front)

(4) No credit taken for maintenance savings related to the new HVAC and lighting systems.

(5) Funding reserved for energy manager and CEC reporting requirements.

WCESD BOARD OF TRUSTEES

ITEM NO. V.A.6
DATE: November 8, 2016

SUBJECT TITLE: FCOE Early Stars Program for Preschool

Action _____ Discussion _____ Information ___√___

BACKGROUND

Washington Colony Elementary Preschool has entered into an agreement with Fresno County Office of Education for the Early Stars Program for the 2016 – 2017 school year.

CONSIDERATION

"The mission of Early Stars is to increase the quality and accessibility of early care and education in Fresno County. This mission is accomplished by connecting families in Fresno County with high quality licensed care and education providers, while supporting those providers in their efforts for continuous quality improvement of their services.
In everything we do, we strive to create a lifelong path of learning and success for our children and improve the future for all families in our county.
Early Stars is possible thanks to Fresno County being selected as part of California's Early Learning Race to the Top grant. As part of this grant, Fresno County received two million dollars to implement a quality rating and improvement system for children from birth through age five." (fcoe.org) (www.earlystars.org)

Early Stars
Participant Guidelines

Introduction:

The Fresno County Early Stars is the name for the Quality Rating and Improvement System (QRIS) in Fresno County. The QRIS is a statewide initiative that currently includes 16 counties that received Race to the Top (RTT) funding. Fresno received RTT funding to create and implement a local QRIS and to mentor surrounding counties that did not receive funding. There are currently 35 states across the country utilizing a QRIS system in order to improve and support the quality of early care and education programs.

Numerous Studies show that when children receive high quality care and education during their first five years of life, they are more ready for school, they are better readers, and they are more likely to graduate high school. These are realities that concern every child, every family, and every member of our community.

By participating in the Fresno County Early Stars, programs will receive:

- An official CLASS and ECERS/ITERS/FCCERS assessment by a reliable external assessor.
- Access to local free or reduced cost professional development trainings.
- Ongoing support and training for quality improvement.
- A published listing in the Early Stars online directory accessed by parents and families.
- A reputation for quality that comes with the Early Stars name.

Early Stars Contact Information:

Fresno County Office of Education
ATTN: Early Stars Program
1111 Van Ness Avenue, Suite 6
Fresno, CA 93721
(559) 443-4832

Licensing Requirements:

All participating sites' licenses must be current and "In Good Standing", which means a licensed child care center or family child care home that currently does not have any of the following 1) a non-compliance conference, 2) administrative action taken or in the process of being taken, 3) a probationary license.

If a site license is changed to anything other than "In Good Standing" the Early Stars rating and coaching services will be suspended until corrections are made and the site is returned to "In Good Standing" once again by CCLD.

Site Ratings:

Participating programs are assessed in seven elements of quality (5 for family child care homes):

1. Child Observation
2. Developmental and Health Screenings
3. Minimum Qualifications for Lead Teacher/Family Child Care Home
4. Effective Teacher-Child Interactions, CLASS Assessments
5. Ratios and Group Size
6. Program Environment Rating Scale
7. Director Qualifications

* FCCH's not assessed in ratios/group size or director qualifications.

Early Stars employs a portfolio-based system (with monitoring and administrative verification) for a program to self-report some elements of quality, and a file review for others, as follows:

	Element	1	2	3	4	5
1	Child Observation/Assessment	file review at all levels				
2	Development and Health Screening	file review at all levels				
3	Lead Teacher Qualification and Professional Development	self-report at all levels				
4	CLASS Assessment	self-report		external assessment		
5	Ratios and Group Size	self-report		verify by assessor		
6	Environmental Rating Scale	self-report		external assessment		
7	Director Qualifications	self-report at all levels				

Self-Report

All QRIS sites will use a portfolio for self-report elements. In order to verify level of quality, all programs will be required to provide common documents demonstrating the level of quality for each element of the QRIS Matrix. The portfolio will be on the STARS database so that it is easily accessible to both the participating program and Early Stars staff.

File Review

Two children's files from each classroom will be randomly selected for review of child assessments and screenings by the external rater during observation visits (if the child has been in the program less than 60 days, another file may be selected). Every child should have evidence of screening and assessment, parent "opt-out" form, or detailed documentation of repeated attempts to obtain parental consent when conducting file review.

Conducting Classroom Assessments

As indicated above, assessment is conducted for tiers 3 through 5 of elements 4 and 6, using the Classroom Assessment and Scoring System (CLASS) tool and the Environmental Rating Scales (ERS) for the appropriate age level. The following sections describe frequency of assessment and classroom selection.

Assessment Frequency: Every site will receive a formal, external assessment using the Environmental Rating Scale and the CLASS tools every other year. The same classrooms, selected through random sampling (see next page) will receive both the CLASS and the Environmental Rating Assessment in the same ***year***, or within 13 months of the final rating. For the purpose of assessment, a year is considered 13 consecutive months.

> *For example, if the ERS assessments are conducted in May, and the CLASS assessments are conducted on the same classrooms with the same lead teachers in September, then the program must be rated by June of the following year in order for the ERS assessment to be valid.*

Defining Classrooms for Assessment

For the purpose of the QRIS, a ***classroom*** is defined as:

- One teaching team using same physical classroom space and working with same age group
- Group of children under a single teaching team. A classroom may be full day or half day. The definition of "group=classroom" in half day morning and afternoon preschool is based on the consistency of the teaching team and consistency of the ages of children served.

The ***teaching team*** consists of the same group of teachers over time. However, for the purpose of determining whether a new assessment and rating is required, if the lead teacher changes, then a new assessment is required. If other teachers change but the lead teacher remains the same, then a new assessment is not required.

Early Stars Staff will select at least one classroom in each age group and maintain a minimum of 1/3 in sites serving a single age group. If classrooms in the program serve the same age group (e.g., all infant/toddlers or all preschoolers) the following guidelines will be used to determine the number of classrooms chosen to assess with CLASS and ERS.

All classrooms serve the same age group		
# of classrooms at site	**% of classrooms to rate**	**# of classrooms to observe/assess**
1	33%	1
2	33%	1
3	33%	1
4	33%	2
5	33%	2
6	33%	2
7	33%	3
8	33%	3
9	33%	3
10	33%	4

Use of Existing Assessments

An existing ERS and/or CLASS assessment may be accepted in lieu of Early Stars sending an assessor under the following conditions. If the assessment was:

- completed within 13 months of the rating
- performed by a valid and reliable external assessor
- conducted with the same teaching team, child age group, and physical location as the randomly selected classroom

Steps for Participating Programs:

Visit our website at www.earlystars.org

- Complete the Program Intake Form (provided by Early Stars staff) with your program's information.
- Access the Early Stars STARS Database in order to view your program's information and update progress. Program will be given access to the database by Early Stars staff once registered in the system after completing Early Stars Orientation.

- Complete an Action Plan with Early Stars staff in order to identify your program's current level of quality and outline goals to achieve a desired star rating.
- Work with Early Stars staff to schedule coaching in any areas that you feel your program may need support. Coaching is free! It can be as brief or as extensive as you would like (within reason) in order to meet QRIS requirements and earn your program's desired star rating.
- Begin attending professional development trainings, some of which are provided by Early Stars, in order to meet your desired tier requirements. Upload professional development certificates onto the STARS database or send via email or snail mail.
- Upload, email, or mail in required documents – lead teacher and director transcripts, degree certificates or permits, Professional development certificates, copy of internal ERS assessment, copy of CLASS training certificate. Once this is complete, Early Stars will schedule a site visit in order to verify additional documents and specific tier requirements.
- When you feel that your program is ready, contact Early Stars staff to schedule an ECERS/ITERS/FCCERS and CLASS assessments. Early Stars will schedule an assessment within a window of time that your program is available. Assessment scores will be uploaded into the STARS database upon completion so that your program has access to them anytime.
- The participating program's points will be tallied based on document review and assessment scores and a star rating will be generated according to QRIS guidelines. The program's quality star rating will be posted in the Early Stars website for parents and the community to view.
- The participating Early Stars program will continue to have access to Early Stars staff for any needed technical assistance, professional development trainings, and any desired coaching in order to further support the program's quality.
- Programs must continue to meet the quality indicators in between rating periods. Early Stars staff will, at *minimum,* visit each participating program annually to ensure that the program continues to maintain the same level of quality as indicated by their star rating. Additional random visits may apply.
- A program's star rating is valid for two years. At the end of the two year period, the program will be reassessed in both ECERS/ITERS/FCCERS and CLASS. An Early Stars staff member will conduct a site visit in order to ensure that the program continues to meet all the requirements of their particular star rating.

* If you have further questions, please feel free to contact Isela Turner at 443-4848 or Memi Chavez at 443-4832.

Thank you for your participation in the Fresno County Early Stars!

WCESD BOARD OF TRUSTEES

ITEM NO. V.B.1
DATE: November 8, 2016

SUBJECT TITLE: ADA/ENROLLMENT REPORT (report generated 11/04/16)

Action _____ Discussion _____ Information ___√___

BACKGROUND

Washington Colony Elementary School ADA/Enrollment Report for the school year 2016-2017.

CONSIDERATION

The WCESD report for the October ADA 2016-17 school year follows for your review.

Enrollment by Teacher
Period Ending 11/04/2016
Month 3

Teacher	*Grade Level(s)*	*# of Students*	*YTD ADA*
Davis	K	29	27.79
Smith	TK	12	10.50
Smith	K	17	15.94
Partlow	1	24	22.31
Schaffer	1	25	22.76
Pallas	2	21	19.98
Sweet	2	21	18.67
Espinosa	3	20	18.26
Hefley	3	20	19.07
Owens	3	19	18.33
Brotnov	4	24	22.74
Lyles	4	24	21.69
Barker	5	23	22.03
Hawkins	5	23	21.72
Martinez	6	22	20.12
Gray	6	22	20.60
Green	7	16	15.16
Showalter	7	17	15.48
Marquez	8	21	19.95
Galleano	8	22	20.33
Taylor	K-8 SDC	10	9.60
TOTALS:		432	403.03

WCESD BOARD OF TRUSTEES

ITEM NO. V.B.2
DATE: November 8, 2016

SUBJECT TITLE: Suspension Report

Action _____ Discussion _____ Information __√__

BACKGROUND

The Governing Board has established policies and standards of behavior in order to promote learning and protect the safety and well-being of all students. When these policies and standards are violated, it may be necessary to suspend a student from regular classroom instruction.

Suspended students are excluded from all school-related extracurricular activities during the period of suspension.

All requests for student suspension are processed by the principal or designee. The principal or designee reports the suspension, including the name of the student and the cause for the suspension, to the Superintendent and the Board.

CONSIDERATION

The Suspension Report is distributed separately as it contains confidential information.

Moved by _____ Second _____

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

ACTION ITEMS

WCESD BOARD OF TRUSTEES ITEM NO. VI.A.1

DATE: November 8, 2016

SUBJECT TITLE: Annual Organizational Meeting of the Governing Board

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Adopt Resolution No. 16/17-05 In the Matter of Setting the Date of the Annual Organizational Meeting of the Board.

BACKGROUND

California Education Code section 35143 requires that school district governing boards select an annual organizational meeting date. The selected meeting date must fall within a 15-day period commencing on the day a new member's term begins or would begin, i.e. the same 15-day period applies to election and non-election years. California Education Code section 5017(a) mandates that new member terms begin on the first Friday of December. Therefore, the 2016 annual organizational meeting date must fall between December 2, 2016, and December 16, 2016. Unless the District's policy states otherwise, the annual meeting shall be selected at the regular board meeting held immediately prior to the first day of the 15-day period; i.e. our regular board meeting prior to December 2, 2016. All governing board members, members-elect, and the county superintendent must be notified of the selected annual organizational meeting date. Should the board fail to set the annual organizational meeting, the county superintendent of schools shall designate the day and time of the annual meeting within the 15-day period.

CONSIDERATION

Following is a Resolution establishing December 13, 2016, at 6:30 p.m., as the day and time of the Annual Organizational Meeting of the Washington Colony Elementary School District Board of Trustees.

Moved by _____ Second _____

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

BEFORE THE BOARD OF TRUSTEES
OF THE WASHINGTON COLONY ELEMENTARY SCHOOL DISTRICT,
COUNTY OF FRESNO, STATE OF CALIFORNIA

RESOLUTION NO. 16/17-05

Date of the Annual Organizational Meeting of the Board

WHEREAS, pursuant to Section 35143 of the Education Code of the State of California, the governing board of each school district shall hold an annual organizational meeting on a day with a 15-day period which commences on the first Friday in December; and

WHEREAS, section 35143 requires that the annual organizational meeting date be selected at the regular meeting immediately before the 15-day period.; and

NOW, THEREFORE, BE IT RESOLVED that the 13th day of December, 2016, at 6:30 p.m., is the day and time ordered as the day of the annual organizational meeting for the above-named school governing board.

BE IT FURTHER RESOLVED that the clerk/secretary of the governing board hereof is directed to notify the Fresno County Superintendent of Schools by sending an executed copy of this Resolution and the attached Certification to the Fresno County Superintendent of Schools; and

BE IT FURTHER RESOLVED the clerk/secretary shall within 15 days prior to the date of the annual meeting notify all members and members-elect, if any, of the date and time selected for the annual meeting of this governing board, in writing.

The foregoing Resolution was adopted this 8th day of November, 2016, at a regular board meeting of the governing board hereof by the following vote:

Board Member_____: __Yes __No __Abstain __Absent
Board Member_____: __Yes __No __Abstain __Absent
Board Member_____: __Yes __No __Abstain __Absent
Board Member_____: __Yes __No __Abstain __Absent
Board Member_____: __Yes __No __Abstain __Absent

Dated: November 8, 2016

_____
Robert E. Dack, Board President (signature)

_____
(Printed Name)

CERTIFICATION

Board of Trustees of the Washington Colony Elementary School District
State of California, County of Fresno

I, the undersigned, hereby certify that the above is a true and correct copy of a Resolution setting the date of the annual organizational meeting of the above-named school district governing board adopted on the 8th day of November, 2016, at a regular meeting of the board, and that such Resolution appears in the official minutes of the governing board under that date.

Dated: November 8, 2016

_____
Mark Aguilar, Clerk (signature)

_____
(Printed Name)

WCESD BOARD OF TRUSTEES ITEM NO. VI.A.2

DATE: November 8, 2016

SUBJECT TITLE: Public Hearing and Resolution of Findings for Proposition 39, Approval of Facility Solutions

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Open Public Hearing and Adopt Resolution No.16/17-06 for approval of findings for Proposition 39, approval of Facility Solutions Agreement Between the WCESD "District" and IES for the purpose of construction, installation of Energy Efficiency Measures on selected district sites.

BACKGROUND

The District Board of Trustees ("Board") has endorsed the goal of energy efficiency and directed staff to develop energy efficient practices for use at existing District sites, has conducted a request for qualifications selection process related to the development and implementation of Proposition 39 projects, and has selected IES based on their qualifications and references as to be "Best Value"; and the District approved an agreement to enter into negotiations with Indoor Environmental Services ("IES") and its associated entities which proposes a Proposition 39 Energy Conservation project for the District to include energy efficiency improvements to the sites; and the Board has received and reviewed information and data presented by District staff demonstrating that the cost to the District for Supplier to provide conservation measures pursuant to the Agreement will be less than the anticipated benefits received by the District in order to maximize the cost savings from the energy project, the District desires to improve the building energy efficiency at specified school sites with conservation scope of work.

CONSIDERATION

Consider Adoption of Resolution No.16/17-06 for approval of findings for Proposition 39, approval of Facility Solutions Agreement Between the WCESD "District" and IES for the purpose of construction, installation of Energy Efficiency Measures on selected district sites.

BEFORE THE BOARD OF TRUSTEES
OF THE WASHINGTON COLONY ELEMENTARY SCHOOL DISTRICT,
COUNTY OF FRESNO, STATE OF CALIFORNIA

APPROVAL OF FINDINGS FOR PROPOSITION 39, APPROVAL OF FACILITY SOLUTIONS AGREEMENT BETWEEN THE WASHINGTON COLONY ELEMENTARY SCHOOL DISTRICT "DISTRICT" AND IES FOR THE PURPOSE OF CONSTRUCTION, INSTALLATION OF ENERGY EFFICIENCY MEASURES ON SELECTED DISTRICT SITES,

RESOLUTION NO. 16/17-06

WHEREAS, the District Board of Trustees ("Board") has endorsed the goal of energy efficiency and directed staff to develop energy efficient practices for use at existing District sites, has conducted a request for qualifications selection process related to the development and implementation of Proposition 39 projects, and has selected IES based on their qualifications and references as to be "Best Value"; and

WHEREAS, the District approved an agreement to enter into negotiations with Indoor Environmental Services ("IES") and its associated entities which proposes a Proposition 39 Energy Conservation project for the District to include energy efficiency improvements to the sites; and

WHEREAS, the Board has received and reviewed information and data presented by District staff demonstrating that the cost to the District for Supplier to provide conservation measures pursuant to the Agreement will be less than the anticipated benefits received by the District

WHEREAS, in order to maximize the cost savings from the energy project, the District desires to improve the building energy efficiency at specified school sites with conservation scope of work

WHEREAS, the Board of Trustees is authorized pursuant to Sections 4217.10 through 4217.18 of the California Government Code (the "Act") to enter into energy conservation contracts pursuant to which the District may acquire equipment and services to reduce energy use

BE IT RESOLVED that based on comments, staff reports and documentation reviewed by the Board, the Board makes the formal findings that the cost of the project will be offset by the anticipated savings and Proposition 39 funding; and

BE IT FURTHER RESOLVED by the Board of Trustees as follows:

Section 1. The Board of Trustees hereby finds, determines and declares as follows:

(a) The anticipated cost to the District for "Conservation Services" as defined in Section 4217.11(c) of the Act and as provided for by the IES Contract, the Lease and/or the Project will be less than the anticipated marginal cost to the District of energy that would have been consumed by the District in the absence of the Project.

(b) To the extent that the IES Contract and/or the Lease grant easements, rights-of-way, licenses, rights of access, or other rights in the real property of the District upon which the Project will be constructed and installed, the difference, if any, between the fair rental value of such rights and the portion of the rent under the Lease attributable to such rights, is anticipated to be offset by benefits provided to the District under the IES Contract and the Lease.

(c) Funds for the payment of amounts due under any Lease are projected to be available from funding which otherwise would have been used for the purchase of energy required by the District in the absence of the Project.

BE IT FURTHER RESOLVED that the Board hereby approves the Agreement

BE IT FURTHER RESOLVED that the District's Superintendent or his designee is authorized to take such actions and execute such agreements and documentation necessary to affect the intent of this Resolution.

PASSED AND ADOPTED by the Board of Trustees

vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

I, _____Superintendent/Secretary to the Governing Board of the "District", hereby certify that the foregoing is a full, true and correct copy of the Resolution adopted by the said Board of Trustees on this 8th day of November, 2016.

_____
Secretary to the Governing Board

The District will hold a public hearing, per Government Code Section 4217.10 – 4217.18, regarding proceeding with an energy retrofit program in conjunction with Proposition 39 Energy Funding. This public hearing will be held at the District's regularly scheduled board meeting on November 8th, 2016.

Regular Board Meeting

Tuesday, November 8, 2016, 6:30 p.m.

Washington Colony School, Room M-5
130 E. Lincoln Avenue Fresno, CA 93706
posted 10/24/16

WCESD BOARD OF TRUSTEES

ITEM NO. VI.A.3
DATE: November 8, 2016

SUBJECT TITLE: Preschool Emergency Conditions ADA Resolution

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Adopt Resolution No. 16/17-07 regarding the Preschool Emergency Conditions for ADA credit.

BACKGROUND

Washington Colony Elementary School District had a water pump failure at approximately 7:00 a.m. on September 22, 2016; and Gleim-Crown Pump Inc. could not guarantee restoration of water for drinking and utility and use of the toilets prior to the start of the school day and the primary concern is to safeguard the health and safety of our students. The decision was made to close the preschool prior to the beginning of the morning session; and the closure remained in effect for the entire school day: and this closure was due to circumstances beyond the control of the operating agency. Therefore, the Washington Colony Preschool seeks relief under Education Code 8271 and respectfully requests that the program not be penalized for incurred program expenses nor in subsequent annual budget allocations as a result of this closure due to emergency conditions.

CONSIDERATION

Approve the Resolution No. 16/17-07 regarding the Preschool Emergency Conditions for ADA credit due to the emergency shutdown on September 22, 2016.

Moved by _____ Second _____

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

BEFORE THE GOVERNING BOARD OF THE
WASHINGTON COLONY SCHOOL DISTRICT
FRESNO COUNTY, CALIFORNIA
PRESCHOOL EMERGENCY CONDITION AND ADA RESOLUTION

RESOLUTION NO. 16/17-07

WHEREAS, there was an water pump failure at approximately 7:00 a.m. on September 22, 2016; and

WHEREAS, Gleim-Crown Pump Inc. could not guarantee restoration of water for drinking and utility and use of the toilets prior to the start of the school day: and

WHEREAS, the primary concern is to safeguard the health and safety of our students; and

WHEREAS, the decision was made to close the preschool prior to the beginning of the morning session; and

WHEREAS, the closure remained in effect for the entire school day: and

WHEREAS, this closure was due to circumstances beyond the control of the operating agency.

NOW, THEREFORE, BE IT RESOLVED that the Washington Colony Preschool seeks relief under Education Code 8271 and respectfully requests that the program not be penalized for incurred program expenses nor in subsequent annual budget allocations as a result of this closure due to emergency conditions.

PASSED AND ADOPTED this 8th day of November, 2016 by the Governing Board of the Washington Colony Elementary School District of Fresno County, California, by the following vote:

AYES:

NOES:

ABSENT:

President: Robert E. Dack Board of Trustees Washington Colony School District Fresno County, California	Clerk: Mark Aguilar Board of Trustees Washington Colony School District Fresno County, California

I, Jesus Cruz, Secretary of the Governing Board of the Washington Colony Elementary School District of Fresno County, California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a regular meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said board

(Secretary's Signature)	(Date)

WCESD BOARD OF TRUSTEES

ITEM NO. VI.A.4
DATE: November 8, 2016

SUBJECT TITLE: WARRANTS

Action √ Discussion _____ Information _____

RECOMMENDATION

Review and ratify warrants paid for the period October 1 – October 31, 2016.

BACKGROUND

The Governing Board recognizes the importance of developing a system of internal control procedures in order to help fulfill its obligation to monitor and safeguard district resources. To facilitate warrant processing, the Superintendent or designee ensures that purchasing, receiving, and payment functions are kept separate. He also ensures that invoices are paid expeditiously so that the district may, to the extent possible, take advantage of available discounts and avoid finance charges.

CONSIDERATION

The Superintendent signs all warrants and ensures that warrants have appropriate documentary support verifying that all goods and services to be paid for have been delivered or rendered in accordance with the purchase agreement.

The Board must approve all warrants at a regularly scheduled Board meeting.

Moved by _____ Second _____

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

Cash In County Treasury
Aggregate

From 10/1/2016 thru 10/31/2016
Fund: 0100 (6150 60001) General Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 10/1/2016							$1,862,998.81
10/4/2016	TF -170501	JV#0337 15-16 4TH QTR. LOTTERY APPORTION	$20,768.87	$0.00	$3,194,979.82	$1,311,212.14	$1,883,767.68
10/6/2016	TF -170498	JV#0335/2016-17 BUDGET ADOPTION PUB NOT	$0.00	$259.00	$3,194,979.82	$1,311,471.14	$1,883,508.68
10/7/2016	APY -20161	Accounts Payable 10/7/2016	$0.00	$59,673.26	$3,194,979.82	$1,371,144.40	$1,823,835.42
10/12/2016	TF -170531	JV#0355 1ST QTR LIVE SCAN FY 16/17	$0.00	$100.00	$3,194,979.82	$1,371,244.40	$1,823,735.42
10/12/2016	TF -170533	#0356 WELLS FARGO FEE-TAX DEPOSIT ACC	$0.00	$1.57	$3,194,979.82	$1,371,245.97	$1,823,733.85
10/12/2016	TF -170552	JV#0001749949 16-17 2ND CURRENT SECURE	$450.70	$0.00	$3,195,430.52	$1,371,245.97	$1,824,184.55
10/13/2016	APCP-20163	Cancel Warrant #511909223	$68.00	$0.00	$3,195,498.52	$1,371,245.97	$1,824,252.55
10/19/2016	APY -20161	Accounts Payable 10/19/2016	$0.00	$51,567.36	$3,195,498.52	$1,422,813.33	$1,772,685.19
10/20/2016	CA -35642	377626 chavez ins	$583.20	$0.00	$3,196,081.72	$1,422,813.33	$1,773,268.39
10/20/2016	CA -35642	377626 dack ins	$583.20	$0.00	$3,196,664.92	$1,422,813.33	$1,773,851.59
10/20/2016	CA -35642	377626 dontn	$5.00	$0.00	$3,196,669.92	$1,422,813.33	$1,773,856.59
10/20/2016	CA -35642	377626 lopez wrk com	$740.34	$0.00	$3,197,410.26	$1,422,813.33	$1,774,596.93
10/20/2016	CA -35642	377626 well fargo re	$140.07	$0.00	$3,197,550.33	$1,422,813.33	$1,774,737.00
10/20/2016	TF -170593	JV#0001751103 1st QTR. 1st INTEREST DIST.	$531.97	$0.00	$3,198,082.30	$1,422,813.33	$1,775,268.97
10/21/2016	APY -20161	Accounts Payable 10/21/2016	$0.00	$43,510.65	$3,198,082.30	$1,466,323.98	$1,731,758.32
10/25/2016	TF -170576	#0387 FICA CHARGES-10/ 31/2016 PAYROLL	$0.00	$3,998.37	$3,198,082.30	$1,470,322.35	$1,727,759.95
10/25/2016	TF -170577	#0388EDICARE CHARGES-10/31/2016 PAYROL	$0.00	$2,895.59	$3,198,082.30	$1,473,217.94	$1,724,864.36
10/26/2016	TF -170585	#0400 STRS DIST CONT-10/31/2016 PAYROLL	$0.00	$19,074.19	$3,198,082.30	$1,492,292.13	$1,705,790.17
10/26/2016	TF -170586	#0401 PERS DIST CHARGES-OCT 31, 2016 PAYF	$0.00	$5,862.57	$3,198,082.30	$1,498,154.70	$1,699,927.60
10/27/2016	TF -170574	JV# 392 16-17 OCTOBER 2016 ADVANCED PRIN	$287,076.00	$0.00	$3,485,158.30	$1,498,154.70	$1,987,003.60
10/27/2016	TF -170579	JV# 395 16-17 STATE APPORTIONMENT TRANS	$10,259.00	$0.00	$3,495,417.30	$1,498,154.70	$1,997,262.60
10/31/2016	PAY -10311	PAYROLL 10/31/2016	$94,659.99	$279,874.02	$3,590,077.29	$1,778,028.72	$1,812,048.57
	Total Activity		$415,866.34	$466,816.58			
	Ending Balance				$3,590,077.29	$1,778,028.72	$1,812,048.57

Cash In County Treasury
Aggregate

From 10/1/2016 thru 10/31/2016
Fund: 1200 (6150 60012) Child Development Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 10/1/2016							$83,283.82
10/7/2016	APY -20161	Accounts Payable 10/7/2016	$0.00	$392.70	$107,489.17	$24,598.05	$82,891.12
10/19/2016	APY -20161	Accounts Payable 10/19/2016	$0.00	$1,769.07	$107,489.17	$26,367.12	$81,122.05
10/20/2016	CA -35642	377262 15/16 jun apt	$8,676.77	$0.00	$116,165.94	$26,367.12	$89,798.82
10/20/2016	CA -35642	377626 15/16 jun apt	$80.29	$0.00	$116,246.23	$26,367.12	$89,879.11
10/20/2016	TF -170593	JV#0001751103 1st QTR. 1st INTEREST DIST.	$18.83	$0.00	$116,265.06	$26,367.12	$89,897.94
10/21/2016	APY -20161	Accounts Payable 10/21/2016	$0.00	$1,759.07	$116,265.06	$28,126.19	$88,138.87
10/26/2016	TF -170586	#0401 PERS DIST CHARGES-OCT 31, 2016 PAYF	$0.00	$820.16	$116,265.06	$28,946.35	$87,318.71
10/31/2016	PAY -10311	PAYROLL 10/31/2016	$2,376.46	$14,534.86	$118,641.52	$43,481.21	$75,160.31
	Total Activity		$11,152.35	$19,275.86			
	Ending Balance				$118,641.52	$43,481.21	$75,160.31

Cash In County Treasury
Aggregate

From 10/1/2016 thru 10/31/2016
Fund: 1300 (6150 60008) Cafeteria Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 10/1/2016							$155,302.15
10/3/2016	CA -35474	376601ad.mls10/03/16	$573.25	$0.00	$209,048.97	$53,173.57	$155,875.40
10/3/2016	CA -35474	376601Stmls 10/03/16	$11.75	$0.00	$209,060.72	$53,173.57	$155,887.15
10/3/2016	CA -35475	376602 stml 10/03/16	$402.00	$0.00	$209,462.72	$53,173.57	$156,289.15
10/3/2016	CA -35475	376602ad ml10/03/16	$4.00	$0.00	$209,466.72	$53,173.57	$156,293.15
10/7/2016	APY -20161	Accounts Payable 10/7/2016	$0.00	$11,553.48	$209,466.72	$64,727.05	$144,739.67
10/19/2016	APY -20161	Accounts Payable 10/19/2016	$0.00	$4,835.79	$209,466.72	$69,562.84	$139,903.88
10/20/2016	CA -35625	377632 Ad mls 10/24	$29.00	$0.00	$209,495.72	$69,562.84	$139,932.88
10/20/2016	CA -35625	377632st mls 10/24	$245.00	$0.00	$209,740.72	$69,562.84	$140,177.88
10/20/2016	CA -35626	377636 Ad mls 10/24	$20.00	$0.00	$209,760.72	$69,562.84	$140,197.88
10/20/2016	CA -35626	377636 st meals 10/2	$656.10	$0.00	$210,416.82	$69,562.84	$140,853.98
10/20/2016	CA -35642	377626 15/16 pre sch	$22,373.00	$0.00	$232,789.82	$69,562.84	$163,226.98
10/20/2016	CA -35642	377626 16/17 sep apt	$14,213.00	$0.00	$247,002.82	$69,562.84	$177,439.98
10/20/2016	CA -35642	377626 sep ad meal	$150.50	$0.00	$247,153.32	$69,562.84	$177,590.48
10/20/2016	TF -170593	JV#0001751103 1st QTR. 1st INTEREST DIST.	$48.96	$0.00	$247,202.28	$69,562.84	$177,639.44
10/21/2016	APY -20161	Accounts Payable 10/21/2016	$0.00	$1,986.81	$247,202.28	$71,549.65	$175,652.63
10/24/2016	AR -160002	Closing Adj to prior year receivable amount	$5,627.53	$5,627.53	$252,829.81	$77,177.18	$175,652.63
10/26/2016	TF -170586	#0401 PERS DIST CHARGES-OCT 31, 2016 PAYF	$0.00	$1,101.74	$252,829.81	$78,278.92	$174,550.89
10/28/2016	CA -35691	378097 ad mls 10/31	$24.00	$0.00	$252,853.81	$78,278.92	$174,574.89
10/28/2016	CA -35691	378097 st mls 10/31	$682.10	$0.00	$253,535.91	$78,278.92	$175,256.99
10/31/2016	PAY -10311	PAYROLL 10/31/2016	$2,674.36	$12,475.72	$256,210.27	$90,754.64	$165,455.63
Total Activity			$47,734.55	$37,581.07			
Ending Balance					$256,210.27	$90,754.64	$165,455.63

Cash In County Treasury
Aggregate

From 10/1/2016 thru 10/31/2016
Fund: 1400 (6150 60005) Deferred Maintenance Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 10/1/2016							$99,787.30
10/20/2016	TF -170593	JV#0001751103 1st QTR. 1st INTEREST DIST.	$29.23	$0.00	$99,816.53	$0.00	$99,816.53
	Total Activity		$29.23	$0.00			
	Ending Balance				$99,816.53	$0.00	$99,816.53

Cash In County Treasury
Aggregate

From 10/1/2016 thru 10/31/2016
Fund: 1500 (6150 60010) Pupil Transportation Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 10/1/2016							$45,745.57
10/20/2016	TF -170593	JV#0001751103 1st QTR. 1st INTEREST DIST.	$13.40	$0.00	$45,758.97	$0.00	$45,758.97
	Total Activity		$13.40	$0.00			
	Ending Balance				$45,758.97	$0.00	$45,758.97

Cash In County Treasury
Aggregate

From 10/1/2016 thru 10/31/2016
Fund: 1700 (6150 60020) Special Reserve Fund for Other Than Capital Outlay Projects

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 10/1/2016							$104,181.57
10/20/2016	TF -170593	JV#0001751103 1st QTR. 1st INTEREST DIST.	$30.52	$0.00	$104,212.09	$0.00	$104,212.09
Total Activity			$30.52	$0.00			
Ending Balance					$104,212.09	$0.00	$104,212.09

Cash In County Treasury
Aggregate

From 10/1/2016 thru 10/31/2016
Fund: 2000 (6150 60078) Special Reserve Fund for Postemployment Benefits

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 10/1/2016							$280,955.78
10/20/2016	TF -170593	JV#0001751103 1st QTR. 1st INTEREST DIST.	$82.31	$0.00	$281,038.09	$0.00	$281,038.09
	Total Activity		$82.31	$0.00			
	Ending Balance				$281,038.09	$0.00	$281,038.09

Cash In County Treasury
Aggregate

From 10/1/2016 thru 10/31/2016
Fund: 2100 (6150 65069) Building Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 10/1/2016							$312.82
10/20/2016	TF -170593	JV#0001751103 1st QTR. 1st INTEREST DIST.	$0.09	$0.00	$312.91	$0.00	$312.91
	Total Activity		$0.09	$0.00			
	Ending Balance				$312.91	$0.00	$312.91

Cash In County Treasury
Aggregate

From 10/1/2016 thru 10/31/2016
Fund: 2500 (6150 60006) Capital Facilities Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 10/1/2016							$7,680.57
10/20/2016	TF -170593	JV#0001751103 1st QTR. 1st INTEREST DIST.	$3.05	$0.00	$10,683.62	$3,000.00	$7,683.62
	Total Activity		$3.05	$0.00			
	Ending Balance				$10,683.62	$3,000.00	$7,683.62

Cash In County Treasury
Aggregate

From 10/1/2016 thru 10/31/2016
Fund: 3500 (6150 60066) County School Facilities Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 10/1/2016							$13,987.05
10/20/2016	TF -170593	JV#0001751103 1st QTR. 1st INTEREST DIST.	$4.17	$0.00	$14,245.44	$254.22	$13,991.22
	Total Activity		$4.17	$0.00			
	Ending Balance				$14,245.44	$254.22	$13,991.22

Cash In County Treasury
Aggregate

From 10/1/2016 thru 10/31/2016
Fund: 4000 (6150 60015) Special Reserve Fund for Capital Outlay Projects

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 10/1/2016							$13,228.92
10/20/2016	TF -170593	JV#0001751103 1st QTR. 1st INTEREST DIST.	$3.88	$0.00	$13,232.80	$0.00	$13,232.80
	Total Activity		$3.88	$0.00			
	Ending Balance				$13,232.80	$0.00	$13,232.80

Cash In County Treasury
Aggregate

From 10/1/2016 thru 10/31/2016
Fund: 5100 (6150 65070) Bond Interest and Redemption Fund

Date	Reference	Description		Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 10/1/2016								$1,236.64
10/12/2016	TF -170552	JV#0001749949	16-17 2ND CURRENT SECURE	$7.97	$0.00	$29,386.49	$28,141.88	$1,244.61
10/20/2016	TF -170593	JV#0001751103	1st QTR. 1st INTEREST DIST.	$2.96	$0.00	$29,389.45	$28,141.88	$1,247.57
	Total Activity			$10.93	$0.00			
	Ending Balance					$29,389.45	$28,141.88	$1,247.57

WCESD BOARD OF TRUSTEES

ITEM NO. VI.A.5(a)
DATE: November 8, 2016

SUBJECT TITLE: CONTRACTS/SERVICE AGREEMENTS

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Approve the Proposition 39/4217 Facility Solutions Agreement between Washington Colony Elementary School District and Famand, Inc. (dba Indoor Environmental Services.

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

The district desires to reduce energy consumption and operational expenses through the installation of energy conservation and technologies system. Proposition 39 (California Clean Jobs Act) and Senate Bill 73 authorizes District to inter into agreements, contracts and related documents with private sector entities for developing energy conservation projects upon review and approval by the California Department of Education and California Energy Commission. California Government Code 4217.10 et seq. authorizes Customers to enter into agreements, contracts and related documents with private sector entities for developing energy conservation projects upon Customer's findings that the anticipated costs for such services provided under the attached Agreement, together with financing costs, will be less than the anticipated marginal energy costs to Customer.

FINANCIAL IMPACT:

$157,469.00 Work Order 1 with a total fixed price

$104,980.00 Work Order 2 with a total fixed price

Total Fixed Price of = $262,449.00

FUNDING SOURCE:

General Fund (0100): Proposition 39 Funding Allocation

Moved by _____ Second _____

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

WCESD BOARD OF TRUSTEES

ITEM NO. VI.A.5(b)
DATE: November 8, 2016

SUBJECT TITLE: CONTRACTS/SERVICE AGREEMENTS

Action √ Discussion _____ Information _____

RECOMMENDATION

Approve the Proposal/Agreement to provide Prop 39 District Energy Reporting Services between WCESD and Indoor Environmental Services (IES).

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

IES will utilize Prop 39 funding, if applicable, per the mandated requirement. IES will complete the Prop 39 Energy Reporting and complete documentation to the California Energy Commission (CEC) to meet Proposition 39 project annual progress and final reporting requirements. IES will use available methods developed by CEC including program calculators and reporting forms for project energy savings.

FINANCIAL IMPACT:

Total Fixed Price = $12,400

FUNDING SOURCE:

General Fund (0100)

Prop 39 Funding Allocation

Moved by _____ Second _____

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

PROPOSAL/AGREEMENT TO PROVIDE
Prop 39 District Energy Reporting Services

For

Washington Colony Elementary School District
130 East Lincoln Ave, Fresno CA 93706

Jesus Cruz
Superintendent

Prepared by:

Indoor Environmental Services
1512 Silica Avenue
Sacramento, CA 95815
(916) 988-8808

PURPOSE OF AGREEMENT

Indoor Environmental Services ("IES") is pleased to offer our assistance to Washington Colony Elementary School District ("District"). IES will assist the District with an IES Energy Manager to work with District personnel to aide in the energy reporting requirements for the District.

CONTRACT DELIVERY METHOD FOR PROJECT IMPLEMENTATION

IES will utilize Prop 39 funding, if applicable, per the mandated requirements.

PROP 39 ENERGY REPORTING SERVICES

Complete documentation and reporting to the California Energy Commission (CEC) to meet Proposition 39 project annual progress and final reporting requirements below. IES will use available methods developed by the CEC including program calculators and reporting forms for project energy savings.

ANNUAL PROGRESS REPORT

Submitted annually for all current or open projects:

- Amount spent to-date on energy manager and training services
- Amount spent to-date on all and each energy efficiency measure (EEM) on a per-site bases
- Estimated start and end date and written summary narrative of project status.
- DIR Project ID for all contractors on project (if applicable)

FINAL REPORT

Submitted 12-15 months after project completion:

Information per LEA or District:

- Amount spent to-date on energy manager and training services
- Supporting documents of project completion
    - Updated savings calculation or post-project energy saving report
    - Pictures of installed measures

Information per site:

- Project start and end date and written summary narrative of project status.
- Benchmarking:
    - All utility data usage and charges including on-site generation information
    - Updated Square footage of all sites
- Energy Efficiency Measure information:
    - Energy and cost saving information
    - Amount spent on each energy EEMs on a per-site bases
- LEA spent on apprenticeship positions
- DIR Project ID for all contractors on project (if applicable)

Per Code Guidelines and Regulations, IES will complete the Services as listed. IES will not perform additional services without prior District authorization.

SCOPE ASSUMPTIONS AND CLARIFICATIONS

- This Scope of Work is based on the assumption that unfettered access to any work areas and school sites will be provided to IES.
- Full access to online CEC and utility accounts including approval to obtain utility billing information.
- Coordination with appropriate staff for updates and information gathering as necessary.
- Additional tasks as requested by the District above and beyond this scope will be billable.
- IES will not perform additional services without prior authorization.

SCOPE EXCLUSION

The following exclusions have not been estimated in the above Scope of Work:

- Warranty, repair and/or upgrades to the existing control and mechanical or electrical systems and system components installed at District sites.
- Any and all system defects as a result of pre-existing condition.
- Overtime labor.
- Any and all other items not specified in this scope.

Services TERM Summary:

Services will be implemented for a term of 18 months:

Total Proposition 39 Energy Manager	
Energy Planning Activities	**Funding**
Energy Manager	**$ 12,400**

Invoice will be submitted to the District upon signed agreement.

This agreement is between the District and Indoor Environmental Services.

Jesus Cruz Superintendent	Stan Butts Vice President, IES
Date	Date

TERMS OF SERVICE - INDOOR ENVIRONMENTAL SERVICES GENERAL TERMS AND CONDITIONS

These General Terms and Conditions ("Terms") are incorporated into and are made a part of a work authorization, proposal, or contract (the "Contract") between Famand, Inc., a California corporation, dba Indoor Environmental Services ("IES") and the customer identified in the Contract (the "Customer"). Each of IES and the Customer, and each of their successors-in-interest, are sometimes individually referred to as a "Party" and collectively as the "Parties." IES has agreed to provide the labor (the "Services") and Materials (defined below) (collectively, the "Work") at the location (the "Job Site") for the price (the "Price") specified in the Contract. The Contract, all of its relevant addenda, and these Terms are collectively referred to as the "Agreement".

1. Performance of Services. IES will perform the Services in a good and workmanlike manner. IES warrants that the Services will be free from defects in workmanship for a period of one year from the date the Services are first performed. Defects that occur within the one-year warranty period, under normal use and care, will be repaired or replaced at the sole discretion of IES with no charge for the labor.

2. Disclaimer of All Warranties. IES does not provide any warranty with respect to any materials, equipment, assemblies, or units (collectively, the "Materials") that IES will provide as part of the Work. All Materials are subject only to manufacturer's or processor's warranties, if any. Except as provided in Section 1 above, IES specifically disclaims all warranties with respect to the Services and Materials, and the Customer is acquiring all Services and Materials from IES as is, without any express or implied warranties, including without limitation, any warranty as to merchantability, fitness for a particular use, title, and infringement.

3. Limitation on Liability. In no event shall IES be liable to Customer or any of its shareholders, directors, officers, employees, agents, or to any other third party, whatsoever the nature of the claim, for any amount in excess of the total amount actually paid by Customer to IES under the Contract for the Services, unless it is finally determined that IES was grossly negligent or acted willfully or fraudulently. In no event shall IES be liable for any special, consequential, indirect, exemplary, punitive, lost profits, or similar damages, even if IES has been apprised of the possibility thereof. IES will not be liable for any failure or delay in the performance of its obligations hereunder by reason of any cause which is beyond its reasonable control.

4. Insurance. Customer shall continuously provide, at its sole expense, adequate property damage and public liability insurance to cover the scope of all contemplated activities and the value of all Services and Materials involved in the Contract, as well as all reasonable potential claims that may occur during the course of the Work. IES will maintain comparable insurance.

5. Change Orders. The scope of the work to be performed under the Contract is limited to the Work specifically described in the Contract. Should additional or different work be required or requested, IES may ask Customer to authorize such additional or different work by signing a change order form. These Terms shall be incorporated into and made a part of any signed change order form authorizing additional or different Work. IES shall have the right to cease performance of additional or different Work if a signed change order authorizing such additional or different work is not obtained from Customer. Notwithstanding the foregoing, the failure of IES to request or require such a change order shall not limit IES's right to receive payment for additional or different Work performed at Customer's request.

6. Payment Terms; Penalties for Late Payment. Invoices are due and payable to IES within 30 days of receipt or as otherwise provided in the Contract. If Customer fails to make any payment when due, Customer shall (i) include a 10% late payment fee with its payment (calculated on the amount of the late payment); and (ii) pay interest of one and one- half percent (1.5%) per month on the unpaid balance. Disputes regarding the Work shall not, under any circumstances, be grounds for withholding payment under the terms of the Contract.

7. Work Stoppage. IES shall have the right to cease performing the Services if any payment is not made to IES when due. If IES's performance is stopped for a period of thirty (30) days or more for any reason other than IES's breach of the Agreement, IES may, at its option, upon five (5) days written notice to Customer, demand and receive payment for:
(i) all Services performed and for Materials ordered or supplied prior to the Work stoppage; and (ii) any other loss sustained due to the Work stoppage, including IES's normal overhead plus its profit margin. Thereafter, IES shall be relieved from any further liability for performance of the Work. If performance of the Services stops for any reason, Customer shall provide for the protection of all Materials on the Job Site and shall be responsible for any damage to or loss of those Materials.

8. Remedies in Event of Default by Customer. If Customer defaults in any of its obligations under the Contract, IES shall have the right to recover, as damages, at IES's option, either the reasonable value of Work performed by IES or the balance of the Price plus any other damages sustained as a result of Customer's default. Title to and ownership of all Materials installed by IES is expressly agreed to be and remain in IES until Customer pays IES in full. In the event of default by Customer, in addition to any other legal remedies or processes available, beginning five (5) days after the event giving rise to the default, IES shall have the right to terminate the Contract and enter the Job Site to take possession of and remove its Materials. Such entry may be made by IES without recourse to any legal proceedings for that purpose, without notice to Customer, and without any liability for IES arising therefrom.

9. Environmental Conditions. The Services do not include the detection, identification, abatement, encapsulation, or removal of any Hazardous Substance. "Hazardous Substance" is defined herein as any substance, whether solid, liquid, or gas, which is a physical or health hazard when it is inhaled, ingested, or otherwise comes in contact with any person present in the area where it is located and includes, without limitation, asbestos in either friable or nonfriable condition, and excludes any substance IES brings onto the Job Site for purposes of performing the Work. Customer represents and warrants to IES that there is no Hazardous Substance in or under any area of the Job Site wherein the Work is to be performed which has not been fully disclosed to IES in advance of the performance of the Work. In the event IES encounters on the Job Site any Hazardous Substance in the course of performing the Work, IES may immediately discontinue performance of the Work and remove its employees and subcontractors from the Job Site, and IES shall not resume the Work in the affected area until the Hazardous Substance is removed from the Job Site or rendered harmless to IES's sole satisfaction. IES will not be liable for any delay in the completion of the Work due to the presence of any Hazardous Substance at the Job Site. If, in the sole determination of IES, any Hazardous Substance or threat of harm therefrom cannot be removed from the Job Site in a reasonable amount of time, IES may terminate the Contract and IES shall be entitled to those damages set forth in Section 7 hereof. IES shall not be required to perform any work relating to Hazardous Substances unless IES consents to do such work and IES is authorized to do such work by any applicable governmental authority having jurisdiction over such work. Notwithstanding any other provision of the Contract, Customer agrees to defend (with counsel satisfactory to IES), indemnify, and hold harmless IES and its shareholders, directors, officers, employees, and agents from and against any and all liabilities, claims, actions, causes of action, losses, damages, fees, or costs (including without limitation attorneys' fees and court costs) arising out of any claims of Customer, residents, tenants, guests, invitees, or other third parties, which claims are based on or arise out of the presence of any Hazardous Substance at the Job Site.

10. Indemnification and Waiver. Customer agrees, to the fullest extent permitted by law, to defend (with counsel satisfactory to IES), indemnify, and hold harmless IES and its shareholders, directors, officers, employees, and agents from and against any and all liabilities, claims, actions, causes of action, losses, damages, fees, or costs (including without limitation attorneys' fees and court costs) (the "Damages"), arising out of any claims of residents, tenants, guests, employees, invitees, or other third parties caused by Customer or its agents.

11. Arbitration of Disputes. In the event of any dispute between the Parties hereto, whether involving a claim in tort, contract, or otherwise, the same shall be submitted to arbitration. Arbitration shall be compulsory and binding and, except as provided herein, shall be conducted and governed by the provisions of the California Arbitration Act, Sections 1280 through 1294.2 of the California Code of Civil Procedure. Within a reasonable period of time after receipt of notice of demand for arbitration, the Parties to the dispute shall each appoint a third party arbitrator and give notice of such appointment to the other. Within a reasonable period of time after the appointment of the third party arbitrators, the two arbitrators so selected shall select a neutral arbitrator and give notice of the selection thereof to the Parties. The arbitrators shall hold a hearing within a reasonable period of time from the date of notice of selection of the neutral arbitrator. The decision of the arbitration panel will be final and conclusive upon both Parties. Venue for the arbitration of disputes shall lie in Sacramento County, California. Either Party is entitled to utilize attachment and mechanic's lien proceedings concurrently with arbitration proceedings and neither Party will be held to have waived the right to arbitrate by virtue of levy of attachment or recording and perfecting a mechanic's lien. The prevailing Party shall be entitled to recover its fees and costs (including reasonable attorneys' fees).

12. Miscellaneous. The Agreement constitutes the complete and entire agreement between the Parties with regard to the Work. The Agreement, and any dispute arising from the relationship between the Parties, shall be governed by California law, exclusive of its choice of law provisions. No action or claim of any kind, whether arising in tort, contract, statute or otherwise, arising from or in any way related to this Agreement, or the performance thereof, shall be commenced by any Party against the other more than two (2) years after the earlier of (i) the completion of Work under the Contract; or (ii) the termination of the Contract by either Party. All notices, demands, or other communications given hereunder shall be in writing and shall be sufficiently given if personally delivered or delivered by overnight delivery service or sent by registered or certified mail, first class, postage prepaid, addressed to the respective Parties at the addresses provided in the Contract, or such other address with respect to any Party hereto as such Party may from time to time notify (as provided above) to the other Party hereto. Any such notice, demand, or communication shall be deemed to have been given: (a) if mailed as provided above, as of the close of the third (3rd) business day following the date so mailed; and (b) if personally delivered or sent by overnight delivery, on the date delivered. The terms and conditions of the Agreement that by their nature, sense, or context survive or are intended to survive expiration or termination of the Agreement, including, not by way of limitation, arbitration, indemnification, and limitation of warranty and liability provisions, shall survive the expiration or termination of the Agreement. No provision of the Agreement is intended to confer any benefit upon any third party and no third party shall have the right to enforce any of the provisions of the Agreement. The Agreement shall be interpreted without regard to any presumption against the Party that was responsible for its drafting and in an even-handed manner rather than against the drafting Party. In the case any provision of the Agreement is held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining portions will not in any way be affected or impaired thereby.

WCESD BOARD OF TRUSTEES

ITEM NO. VI.A.45(c)
DATE: November 8, 2016

SUBJECT TITLE: CONTRACTS/SERVICE AGREEMENTS

Action ___√___ Discussion _____ Information _____

RECOMMENDATION
Ratify the FCOE Early Stars Program 2016-17 Cooperation and Shared Responsibility Agreement between Washington Colony Elementary School District Preschool and Fresno County Office of Education 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
"The mission of Early Stars is to increase the quality and accessibility of early care and education in Fresno County. This mission is accomplished by connecting families in Fresno County with high quality licensed care and education providers, while supporting those providers in their efforts for continuous quality improvement of their services." fcoe.org; www.earlystars.org
If Agency achieves a Star Rating of 3, 4 or 5 Stars it may be subject to eligibility of a block grant contingent on the allocation and availability of funds from either the California Department of Education (CDE)/Early Education and Support Division (EESD) or the First 5 California agency. Should funding become available and Agency meets the applicable rating criteria, FCSS will send Agency an award notification via Email with specific dollar amounts and payment schedule prepared by FCSS according to the applicable rating criteria. FCSS shall pay Agency the grant amount for which it is eligible within 30 days after receipt of the required invoice and information.

FINANCIAL IMPACT:
None

FUNDING SOURCE:
Block Grant

Moved by _____ Second _____

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

COOPERATION AND SHARED RESPONSIBILITY AGREEMENT

("Agreement")

Legal Doc. No. of this Signed Agreement *(FCOE Legal use only)*:_____

COVER

Program/Event: Fresno County Early Stars Program 2016/2017 FY

AGENCY

Washington Colony Elementary School District Preschool **("Agency")**
Attn: Jesus Cruz
130 E. Lincoln Ave.
Fresno, CA 93706
Phone: (559) 233-0706 Email: jesuscruz@washingtoncolony.org

FCSS

Fresno County Superintendent of Schools **("FCSS")**
Attn: Lupe Jaime, Director
Dept.: Early Care and Education
Fresno County Office of Education
2405 Tulare Street, Suite 100
Fresno, CA 93721
Phone: (559) 443-4832 Email: mdhaliwal@fcoe.org

ADDRESS FOR INVOICE: All invoices, if any, to FCSS shall be addressed to the attention of Internal Business Services – Accounts Payable, Fresno County Office of Education, 1111 Van Ness Ave, Fresno, CA 93721

CONTRACT TERM (see § 3.1)

"Effective Date": July 1, 2016
"Termination Date": June 30, 2017

TERMINATION DURING CONTRACT TERM (see § 3.2)

Ground for Termination *(mark one)*: _ With cause
X With or without cause

"Notice Period": At least 30 days before the effective date of termination of this Agreement

AGENCY OBLIGATIONS. Agency's obligations under this Agreement (collectively **"Services"**) include those required of Agency in the General Terms and Conditions, any shared obligations stated below, and the following:

WHAT SERVICES WILL AGENCY PROVIDE: The expectations and requirements of Early Stars Participation Sites

- Remain licensed and in good standing with no "zero tolerance" violations, non-compliance conferences, or administrative actions being taken, or in the process of being taken. If a program receives any of the violations mentioned above they are required to inform early stars staff immediately. If a site's license is changed to anything other than "in good standing" the QRIS rating and services to the site will be suspended pending corrective action.
- Follow the Quality Rating and Improvement System (QRIS) Matrix requirements in order to achieve desired star rating.
- Provide the Early Stars Program with requested program data for review and verification via United States Postal mail, email, telephone, and/or during in-person site visits.
    - Provide Early Stars Program with all lead teacher transcripts prior to receiving the first coaching visit.
    - Maintain timely and responsive communication flow between the Site and the Early Stars Staff, coaches, assessors, and raters.
        - Failure to respond and submit required documentation within the time framework provided by the Early Stars Staff can delay the ability to issue a final rating for the site, which can negatively affect the site's eligibility for Rating-related grants issued by FCSS.
- Require lead teachers attend professional development trainings in order to meet the QRIS Matrix requirements and improve the quality of the program.
- Directors and/or Lead Teachers will be available for necessary meetings (i.e., Early Stars Orientation, Action Plan meeting, coaching visits, document review, and rating) and for ERS and CLASS assessments as scheduled.
- Continuous implementation of standards that maintain or advance program quality according to the QRIS Matrix and the CA Continuous Quality Improvement Pathways.
- Report any changes in within the program that affects the site's rating, (i.e. Change in program director and lead teacher, licensing status, relocation of site) to Early Stars staff. A change in director and/or lead teacher may require a new ERS and CLASS assessment to be conducted.
- Participate in QRIS-related type of evaluation conducted at the request of any of the following agencies: California Department of Education, Fresno County Office of Education, Early Stars Program, First 5 California, and First 5 Fresno County.
- Renew star rating every other year by allowing program to receive another external ERS and CLASS assessment as scheduled by Early Stars staff, as well as an additional document review and verification site visit.
- Make program available for random site visits conducted by Early Stars staff in which the program quality will be monitored in order to ensure that the established STAR rating is maintained throughout the two-year period between ratings.
- Allow independent CLASS and ERS assessments to take place in randomly selected classrooms within 6 months of signing Agreement (exact timing is dependent on availability of assessors)
- Allow the Early Stars staff to conduct a Rating of the site within 6 months of signing the Agreement.
- Allow publicizing of program's final Star Rating on the Early Stars website and the Central Valley Children's Services Network Child Care Resource and Referral searchable directory.
- Follow Title 22, Division 12, Chapter 1 of the Manual of Policies and Procedures for Community Care Licensing, Code 101229, Responsibility for Providing Care and Supervision:

    The Licensee shall provide care and supervision as necessary to meet the children's needs. No child shall be left without the supervision of a teacher at any time. Supervision includes visual observation.

WHEN WILL AGENCY PROVIDE THE SERVICES ***(mark one and complete as indicated)***:

_ *DATE DETERMINED* – Agency will perform the Services on ***(state specific date(s))***:

X DATE TO BE DETERMINED – The Parties' staff will coordinate and schedule the particular date(s) on which Agency shall perform the Services, such date(s) to be: between July 1, 2016 and June 30, 2017

WHERE WILL AGENCY PROVIDE THE SERVICES ***(state full address)***: Specific preschool programs will be determined by the Agency.

FULL NAME OF AGENCY STAFF WHO MUST PERFORM THE SERVICES ***(leave blank if none designated)***:

FCSS OBLIGATIONS. FCSS' obligations under this Agreement (collectively **"Services"**) include those required of FCSS in the General Terms and Conditions, any shared obligations stated below, and the following:

WHAT SERVICES WILL FCSS PROVIDE: Fresno County Early Stars Program will:

- Provide participating agency with "early stars participant guidelines" document.
- Provide an Early Stars orientation presentation for the participating site's staff. The orientation will include the background information, detailed description of the Quality Rating Improvement System (QRIS) Matrix Elements and Tiers, how a program earns points to achieve a star rating, and an overview of what Early Stars offers for Agencies' educators and for parents.
- Schedule an "Action Plan" meeting with the director(s) and/or Lead Teacher of the participating Agency or family child care home provider to provide a thorough review of the QRIS, establish the program's quality efforts based on self-report, and to create an action plan with specific goals toward achieving a high quality star rating.
- Schedule professional development trainings that will support Agencies in meeting the requirements of the QRIS Matrix.
- Upon request by the Agency, coordinate the assignment of a coach or coaches to support site in areas determined by the site and the Early Stars staff, (i.e. health and safety, ERS, CLASS). Sites will be eligible to receive up to 4 coaching visits from an Early Stars coach prior to the completion of their independent CLASS and ERS assessments.
- Uphold all responsibilities as state mandated reporters to the Department of Social Services and Community Care Licensing if child abuse/neglect or licensing deregulations are suspected.
- Provide a CLASS and ERS assessment conducted by a reliable external assessor within 6 months of signing this Agreement.
- Provide technical assistance (TA) and coaching in any areas of the QRIS Matrix that the site may need in order to support change that improves their program quality.
- Schedule an appointment to gather program data to verify that QRIS tier requirements are met in order to establish a star rating.
- Published Site's Star-Rating on the Early Stars website and on the searchable directory of the Central Valley Children's Services Network, Child Care Resource and Referral.
- Provide the Site with printed Star-Rating information that the site can hand out to parents to inform them of the meaning of the star rating.

WHEN WILL FCSS PROVIDE THE SERVICES ***(mark one and complete as indicated)***:

_ *DATE DETERMINED* – FCSS will perform the Services on ***(state specific date(s))***:

X DATE TO BE DETERMINED – The Parties' staff will coordinate and schedule the particular date(s) on which FCSS shall perform the Services, such date(s) to be: between July 1, 2016 and June 30, 2017.

WHERE WILL FCSS PROVIDE THE SERVICES ***(state full address)***: Specific preschool programs will be determined by the Agency.

FULL NAME OF FCSS STAFF WHO MUST PERFORM THE SERVICES ***(leave blank if none designated)***:

SHARED OBLIGATIONS. The Parties shall each be responsible for the following obligations ***(leave blank if none)***:

RECITALS/OTHER TERMS AND CONDITIONS ***(leave blank if none)***:

By signing this Memorandum of Understanding you are stating that you are voluntarily agreeing to participate in the Fresno County Early Stars and agreeing to the program's requirements and expectations as stated above.

CONTRACT AMOUNT AND PAYMENT:

If Agency achieves a Star Rating of 3, 4 or 5 Stars it may be subject to eligibility of a block grant contingent on the allocation and availability of funds from either the California Department of Education (CDE)/Early Education and Support Division (EESD) or the First 5 California agency. Should funding become available and Agency [illegible] amounts of payment, schedule disputed by FCSS account or to the applicable Agency Title 5 FCSS orders Agency the grant amount for which it is eligible within 30 days after receipt of the required invoice and information.

REQUIRED DOCUMENTS. Each document that is marked as required (**"Required Document"**) shall be provided in accordance with the following:

☒1. PAYMENT DOCUMENT. At Payor's request, Payee shall provide a Taxpayer Identification Number Request (W-9) *and* other documents that Payor may require to process payment to Payee. (See § 1.5.1).

☒2. PROOF OF INSURANCE. Each Party shall maintain insurance or self-insurance in accordance with Article 4 and, upon the other Party's request, provide written proof thereof: (A) commercial general liability, (B) workers compensation and employer's liability, and (C) commercial automobile liability. (See Art. 4.)

☐3. FINGERPRINTING CERTIFICATION FROM AGENCY. If this box is marked and Agency is not a California public school district, county office of education, or charter school, Agency shall submit to FCSS a Fingerprinting and Criminal Background Check Certification **("Fingerprinting Certification")** before Agency commences performance of this Agreement, which form must be obtained from FCSS.

☐4. TB CERTIFICATION FROM AGENCY. If this box is marked and Agency is not a California public school district, county office of education, or charter school, Agency shall submit to FCSS a Tuberculosis Certification before Agency commences performance of this Agreement, which form must be obtained from FCSS.

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, Agency 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 includes its governing body and members thereof, officers, employees, and agents. 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.

AGENCY	FCSS
By: Jesus H. Cruz	By: _____
Print Name: JESUS CRUZ	Jim A. Yovino, Superintendent
Title: Superintendent/Principal	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 PURPOSE. By this Agreement, the Parties desire to set forth the terms and conditions upon which the Parties shall cooperate and share responsibilities for performance of this Agreement, and to set forth the Parties' rights and obligations relating to this Agreement.

SECTION 1.2 PARTIES' OBLIGATIONS. Except as specifically stated otherwise on the Cover, each Party shall provide all labor, materials, equipment, and transportation necessary to perform its obligations under this Agreement. Further and unless stated otherwise on the Cover, each Party is solely responsible for: (A) all means, methods, techniques, sequences, procedures, safety, and work coordination necessary or proper for it to perform its obligations under this Agreement; (B) the acts and omissions of its officers, employees, agents, and any other persons who it retains to perform any portion of this Agreement; and (C) taking all reasonable precautions for the safety and prevention of injury to the person of and damage or loss to the property of its officers, employees, agents and any other persons who it retains to perform any portion of this Agreement and to any officers, employees, agents, students, or invitees of the other Party or any Third Party (see definition in Article 5).

SECTION 1.3 COMPLIANCE WITH APPLICABLE LAW AND GRANT. Each Party shall comply with all laws and regulations (collectively **"Law"**) applicable to its performance of this Agreement, and all Law that it agreed to comply under this Agreement (referred to collectively and separately as **"Applicable Law"** and shall include amendments and Law that are in effect as of the Effective Date or become effective during the Contract Term). Each Applicable Law is deemed inserted herein; however, if any conflict or inconsistency exists between a provision in this Agreement and an Applicable Law, the provision in this Agreement shall govern except where such provision is specifically prohibited or void by the Applicable Law in which case the Applicable Law shall govern to the extent provided therein. Each Party shall comply with each grant (if any) that provides funding to pay for this Agreement and all Law and requirements applicable to such grant.

SECTION 1.4 WORK PRODUCTS AND RIGHTS THERETO. Unless stated otherwise on the Cover, 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 rights and interests thereto; (B) each Party grants to the other Party a limited license during the Contract Term to use and reproduce the portion of the other Party's Work necessary for the Party to perform 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 1.5 RECORDS AND INFORMATION.

1.5.1 REQUIRED DOCUMENTS. A Party shall provide to the other Party the Required Documents that are required from the Party as marked 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, the Party providing the Required Document shall promptly notify in writing and/or submit to the other Party the corrected, updated, or effective Required Document.

1.5.2 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 a 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.

ARTICLE 2 PAYMENT.

SECTION 2.1 CONTRACT AMOUNT. Compensation, if any is required under this Agreement, shall be as stated on the Cover. Payor shall pay Payee, if any payment is due to Payee, in accordance with the Payment Schedule stated on the Cover and Section 2.2 below.

SECTION 2.2 INVOICE, DOCUMENTATION, AND PAYMENT. Payee shall submit an itemized invoice and supporting documentation to Payor, addressed as stated on the Cover, before Payee may receive any payment, if any is due to Payee under this Agreement. The Payment Schedule, as marked on the Cover and stated here, shall apply to Payor's payment of the Contract Amount to Payee: (A) ***Payment Schedule 1 or 2*** – Payor shall pay Payee within 30 days after: (1) Payee has completed, in accordance with this Agreement, the Services required of Payee for the period for which Payee requests payment; and (2) Payor has received and approved Payee's invoice describing, at a minimum, the Services that Payee completed, date(s) on which such Services were completed, and the payment requested; (B) ***Payment Schedule 3*** – Payor shall pay Payee within 30 days after: (1) Payee has completed, in accordance with this Agreement, *all* Services required of Payee; and (2) Payor has received and approved Payee's invoice stating that Payee has completed all Services, the date on which all Services were completed, and the payment requested; and (C) ***Payment Schedule 4*** – Payor shall pay Payee in accordance with the provisions stated on the Cover relating to Payment Schedule 4.

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 FOR CAUSE/WITHOUT CAUSE. During the Contract Term and unless specifically permitted otherwise in this Section, a Party may terminate this Agreement as marked on the Cover: (A) *With or Without Cause* – A Party, with or without cause, may terminate this Agreement by giving the other Party written notice for the Notice Period stated on the Cover; or (B) *With Cause* – A Party may terminate this Agreement only upon the other Party's material breach of one or more provisions of this Agreement and after the non-breaching Party has given the breaching 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 Agency pursuant to any of the following: (A) Agency is required as stated on the Cover to but fails to provide to FCSS or comply with the Fingerprinting Certification; (B) Agency is required as stated on the Cover to but fails to provide to FCSS or comply with the Tuberculosis Certification; or (C) FCSS, the Fresno County Board of Education, and/or any entity from which FCSS receives or is to receive funds to pay for this Agreement and/or FCSS' performance of 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 and/or to fund FCSS' performance of the Services required of FCSS under this Agreement.

3.2.3 RIGHTS AND OBLIGATIONS UPON TERMINATION. After termination of this Agreement and, if as stated on the Cover, compensation is due to Payee under this Agreement, Payor shall pay Payee for all Services that Payee is required to perform and has performed in accordance with this Agreement before the effective date of termination. Before Payee receives any such payment, Payee shall submit to Payor an itemized invoice and supporting documentation for such Services. Payor shall pay Payee within 30 days after: (1) Payee has completed, in accordance with this Agreement, the Services for which Payee requests payment; and (2) Payor has received and approved Payee's invoice describing, at a minimum, the Services that Payee completed, date(s) on which such Services were completed, and the payment requested. Upon making such payment to Payee, Payor is not obligated to pay and shall have no obligation to make any further payment to Payee, whether pursuant to contract, law or equity. The provisions of this Subsection shall survive the termination of this Agreement.

SECTION 3.3 FORCE MAJEURE. A Party is not liable for failing or delaying performance of its obligations under 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 promptly notified the other Party in writing of the occurrence of the Force Majeure, except that a Force Majeure shall not excuse Payor's payment to Payee of any portion of the Contract Amount that is due from Payor to Payee where Payee has performed in accordance with this Agreement the

Services for which payment is requested and submitted an invoice and supporting information in accordance with Section 2.2. Payee shall not be entitled to any payment for Services that Payee did not perform during the period in which the Force Majeure occurred.

ARTICLE 4 INSURANCE.

Each Party, at its cost and throughout 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 the other Party upon the other Party's 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) *workers compensation* with limits of not less than $1,000,000 or as required by California 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, non-owned and hired autos and, if there are any autos owned by a Party, then also covering the Party's owned autos, with a combined single limit of not less than $1,000,000 per accident.

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 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. 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 owner, director, officer, employee, or agent of Agency; (C) an officer, employee, or agent of FCSS; or (D) 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 a dispute regarding payment under this Agreement, Payor shall pay Payee the portion of the Contract Amount that is undisputed and due to Payee from Payor; if a disputed portion of the Contract Amount is determined in a Final Determination to be due to Payee, Payor shall pay such amount to Payee within 30 days of the date 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, Payor shall pay Payee 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 until after the Party has complied with the provisions of this Article. The provisions of this Article shall survive the termination of this Agreement.

ARTICLE 7 GENERAL PROVISIONS.

SECTION 7.1 ENTIRE AGREEMENT, CONFLICT, EXECUTION, AMENDMENT, AND WAIVER. This Agreement is a complete and exclusive statement of the Parties' agreement under Code of Civil Procedure section 1856. This Agreement consists of, and any conflict or inconsistency in this Agreement shall be resolved by giving precedence as follows: Cover, General Terms and Conditions, exhibit or attachment stated in this Agreement as being a part of this Agreement, and the Required Documents. The Parties may execute this Agreement and any amendment 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. If there is uncertainty of any language in this Agreement, the Parties agree that 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. A Party and its officers, 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. A 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.

SECTION 7.4 NOTICES. Except as may be 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.

/ /

WCESD BOARD OF TRUSTEES

ITEM NO. VI.A.6
DATE: November 8, 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. The 2016 – 17 District Calendar was revised on June 28 in order to modify the Parent/Teacher conferences days Monday – Thursday for the 2016 -17 school year. During the negotiations sessions in September 30, 2016 and as indicated in the Tentative Agreement, I met with representatives of the Washington Colony Teachers Association and it was negotiated for including an additional post-duty day to the calendar to accommodate the collaboration day in developing and submitting standards based pacing calendars for ELA, ELD, Math, Science, Social Science, Physical Education and Music. All parties are in agreement that June 9, 2017 be added to the District calendar and that for 2016-17 the certificated work year will be 185 days.

FINANCIAL IMPACT:
0.5% embedded into the 2016 – 17 Certificated Step & Column Salary Schedule

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
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

JANUARY

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				

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
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	

23

APRIL

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						

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

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 21, 2017
End of Trimester (Report Card): Wednesday, June 7, 2017

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

Board Adopted: April 12, 2016
Revised: June 28, 2016
Revised: November 8, 2016

WCESD BOARD OF TRUSTEES

ITEM NO. VI.B.1
DATE: November 8, 2016

SUBJECT TITLE: Adoption of Tentative Agreement and Budget Disclosure

Action ___√___ Discussion _____ Information _____

RECOMMENDATION:

Adopt the Tentative Agreement with the Washington Colony Teachers Association.

BACKGROUND:

The Board and its bargaining team have negotiated in good faith with the exclusive certificated employee representatives on salaries, salary schedules, and benefits and have carefully considered how the proposed CBA provisions affect the district's short- and long-term fiscal, programmatic, instructional, and personnel goals.

The final terms of the agreement have been ratified on Monday October 3, 2016 by the membership of the Washington Colony Teachers Association and is now presented to the Board for acceptance.

CONSIDERATION:

Before entering into a written agreement covering matters within the scope of representation, the major provisions of the agreement, including, but not limited to, the costs that would be incurred by the district under the agreement for the current and subsequent fiscal years must be disclosed.

Government Code 3547.5 requires the Superintendent and chief business official to certify that the costs under the agreement can be met by the district during the term of the agreement and to itemize any budget revision necessary to meet the costs of the agreement in each year of its term.

As our signatures on the Disclosure of Collective Bargaining Agreement attest, both, Maria Rodriguez (CBO) and I certify that the District can meet the costs incurred under the proposed Collective Bargaining Agreement.

FISCAL IMPACT:

See ***Disclosure of Collective Bargaining Agreement***.

Moved by _____ Second _____

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

TENTATIVE AGREEMENT
Between The
WASHINGTON COLONY ELEMENTARY SCHOOL DISTRICT
And the
WASHINGTON COLONY TEACHERS ASSOCIATION

September 30, 2016

The Washington Colony Elementary School District's ("District") and the Washington Colony Teachers Association (WCTA" or "Association") hereby enter into the following tentative agreement for a successor contract effective July 1, 2016 through June 30, 2019.

ARTICLE VI: COMPENSATION AND HEALTH/WELFARE BENEFITS
See revised Appendices A, B and D.

ARTICLE VIII: HOURS
Revise section 8.7 as follows:

8.5 **For the 2016-17 school year,** the calendar work year not shall exceed one hundred eighty (180) instructional days plus three (3) pre-duty days and **two** (2) ~~one (1)~~ post-duty days* for a total calendar year of one hundred eighty-**five (185)** ~~four (184)~~ days. **For the 2017-18 school year and thereafter, the calendar work year shall not exceed one hundred eighty (180) instructional days plus three (3) pre-duty days, one (1) non-instructional duty day (as defined in Section 8.3 above) during first trimester, and (1) post-duty day for a total calendar year of one hundred eighty-five (185) days.**

*** For the 2016-17 school year only, one of the two post-duty days shall be used for all teachers to collaborate in developing and submitting standard based pacing calendars for ELA, ELD, Math, Science, Social Science, Physical Education and Music.**

ARTICLE XX: TERM

Contract Term

20.1 This Agreement shall remain in full force and effect up to and including **June 30, 2019**.

Reopeners

20.2 The Association shall submit its reopener proposal to the District no later than May 15th each year of this Agreement to initiate the statutory sunshine procedures.

20.3 Both parties may reopen negotiations in the following areas for the **2017-18** and **2018-19** school years:

20.3.1 Salary schedule improvement;

20.3.2 Health Benefit premium costs;

20.3.3 Two articles each; and

20.3.4 Any article by mutual agreement

APPENDIX A – SALARY

Salary

Effective July 1, 2016, the existing salary formula as set forth in Memorandum of Understanding executed on May 12, 2015 shall be replaced with the attached traditional step and column salary schedule attached hereto and identified as Appendix A: 2016-2017 Certificated Salary Schedule.

STIPEND FOR SPLIT CLASSES

20.1.1 Each employee assigned to a combination grade-level class or a multi-age class shall receive additional compensation at the rate of $150 per month ($1,500 per school year maximum) for each month that the combination grade-level class or multi-age class exists.

APPENDIX B – SALARY SCHEDULE PROVISIONS

Appendix B Shall Remain Status Quo

APPENDIX C – HEALTH AND WELFARE BENEFITS

The District maintains the right to select the carrier for all medical, dental and vision programs, provided there is not a reduction in coverage.

Each eligible member of the unit shall be provided with basic health and welfare benefit package. The basic health and welfare package shall include medical (employee plus dependents), dental (employee plus dependents), vision (employee plus dependents), and a $15,000 term life insurance policy (employee only). The District's maximum employer contribution toward health and welfare benefits shall be **Thirteen Thousand Dollars and No**

Cents **($13,000.00)** ~~Eleven Thousand Sixteen and 12/100 ($11,016.12)~~ annually which is the Central Valley Trust Blue Cross Plan 6 with Pharmacy Plan A rate for the ~~2004-2005~~ school year.

The dollar amount stated above shall constitute an exact dollar cap for employer contributions for health and welfare benefits. Those unit members who enroll in a more expensive medical plan shall be subject to monthly payroll deductions to cover the difference between the cost of the Central Valley Trust Clue Cross Plan 6 with Pharmacy Plan A and the more expensive plan.

For each part-time employee, the District will pay on a prorate basis that portion toward the cost of health insurance for the employee and eligible dependents as the number of hours the employee is employed per week bears to thirty-five (35) hours per week. The employee will be responsible for paying the balance of the premiums for the above described benefits on the first day of each month.

Each eligible member of the unit who selects Blue Cross Plan 10D shall receive a refund from the District in accordance with the table below:

Coverage Selected	Total Cost	Maximum Annual Refund
District Maximum Employer Contribution	$13,000	
Blue Cross Plan 10D Annual Cost	$12,006.12	$993.88
Blue Cross Bronze Plan Annual Cost	$10,554.12	$2,445.88

Each employee understands and agrees that any refund from the District for choosing Blue Cross Plan 10D or Blue Cross Bronze Plan shall be calculated as the difference between the District's maximum employer contribution **($13,000.00)** and the cost of the Blue Cross Plan 10D **($12,006.12)** and the cost of the Blue Cross Bronze **($10,554.12).**

Life Insurance

Each full-time employee shall receive a $15,000.00 term life insurance policy from a company selected by the District. For the purposes of this benefit, a full-time employee is defined to mean an employee holding a position thirty-five (35) hours per week. No proration of this benefit will be afforded part-time employees.

APPENDIX D – EXTRA PAY FOR EXTRA DUTY

Revise Appendix D to add a new paragraph II and renumber remaining paragraphs as follows:

I. Extra pay for extra duty shall be granted for only those activities approved by the Board of Trustees and/or District Superintendent.

II. With the Superintendent's pre-approval, the rate of pay for teaching summer school and for before or after school academic tutoring shall be $35.00 per hour rate of pay.

III.~~II.~~ The designated compensation will be dependent upon satisfactory completion of responsibilities related to the activity. Final determination of this will be made by the Superintendent.

IV.~~III.~~ Coaching athletic teams in soccer, volleyball, basketball, baseball/softball, wrestling, cross-country and track shall be compensated as follows:

BALANCE of Appendix D shall remain status quo.

All other terms and conditions of the parties' 2014-2016 collective bargaining agreement shall remain status quo and shall be incorporated into a successor agreement effective for the period commencing July 1, 2016 and continuing through June 30, 2019.

Dated: 9/30, 2016

Joanne Sweet

Joanne Sweet, President
WCTA/Washington Colony Teachers Association

Dated: 9/30, 2016

Jesus A. Cruz

Jesus Cruz, Superintendent
Washington Colony Elementary School District

WASHINGTON COLONY ELEMENTARY SCHOOL DISTRICT

2016-2017 Certificated Salary Schedule

[redacted]

BA	BA + 30	BA + 45	BA + 60	BA + 75
CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V
$ 40,250	$ 42,135	$ 43,893	$ 45,814	$ 47,418
-	$ 43,123	$ 45,100	$ 47,324	$ 48,981
-	$ 44,110	$ 46,308	$ 48,834	$ 50,544
-	$ 45,098	$ 47,515	$ 50,344	$ 52,107
-	$ 46,086	$ 48,723	$ 51,854	$ 53,669
-	$ 47,073	$ 49,931	$ 53,364	$ 55,232
-	$ 48,061	$ 51,138	$ 54,874	$ 56,795
-	$ 49,049	$ 52,346	$ 56,385	$ 58,358
-	$ 50,037	$ 53,553	$ 57,895	$ 59,921
-	$ 51,038	$ 54,761	$ 59,405	$ 61,484
-	-	$ 55,969	$ 60,915	$ 63,047
-	-	$ 57,176	$ 62,425	$ 64,609
-	-	$ 58,384	$ 63,935	$ 66,172
-	-	$ 59,591	$ 65,445	$ 67,735
-	-	$ 60,783	$ 66,753	$ 69,090
-	-	-	$ 69,924	$ 72,372
-	-	-	$ 71,259	$ 73,753
			$ 72,594	$ 75,135

Masters	$ 1,090.00
Second Credential	$381.00
BCLAD	$548.00
Split/Multi-Age Class	$1,500.00

WCESD BOARD OF TRUSTEES

ITEM NO. VI.B.2
DATE: November 8, 2016

SUBJECT TITLE: RETIREMENT

Action ___√___ Discussion _____ Information _____

RECOMMENDATION:

Ratify Superintendent's acceptance of Early Retirement of Charlotte Bison, Preschool Teacher retiring from WCESD Preschool effective November 8, 2016.

CONSIDERATION:

Charlotte Bison, Preschool Teacher is early retiring effective November 8, 2016 Due to Health Issues.

Moved by _____ Second _____

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

OCT 20, 2016

TO WHOM IT MAY CONCERN

EFFECTIVE NOVEMBER 8, 2016, I WILL BE RETIRING FROM WASHINGTON COLONY SCHOOL DISTRICT AS A PRESCHOOL TEACHER, DUE TO MY CURRANT HEALTH ISSUES.

CHARLOTTE L. BISSON

Charlotte L. Bisson

J.C.

Received
OCT 31 2016

WCESD BOARD OF TRUSTEES

ITEM NO. VI.B.3
DATE: November 8, 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.C.1
DATE: November 8, 2016

SUBJECT TITLE: CURRICULUM/INSTRUCTION/ASSESSMENT

Action ___√___ Discussion _____ Information _____

RECOMMENDATION
Ratify Intern Agreement between Washington Colony Elementary School District and the Fresno Pacific University, School Of Education/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
The participating school district WCESD will ensure that the school district is entering in this agreement with Fresno Pacific University (FPU) to meet employment shortages in the area(s) of the stipulated credentials, and the interns hired will not displaced certificated employees in the school district. Only hire, as interns, candidates who meet the standards for eligibility for an intern credential.

Intern Agreement for: Charday Gray, Multiple Subject Teaching Credential

FINANCIAL IMPACT:
None

FUNDING SOURCE:
General Fund (0100) – Supplemental and Concentration Grants

Moved by _____ Second _____

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

FRESNO PACIFIC UNIVERSITY, SCHOOL OF EDUCATION/
DISTRICT INTERN AGREEMENT
Multiple Subject/Single Subject Credentials/Special Education

Washington Colony Elementary School District

Intern Agreement **Charday Gray, Multiple Subject Credential**

The participating school district, **Washington Colony Elementary School District**, will:

- Ensure that the school district is entering in this agreement with Fresno Pacific University (FPU) to meet employment shortages in the area(s) of the stipulated credentials, and that interns hired will not displace certificated employees in the school district.
- Only hire, as interns, candidates who meet the standards for eligibility for an intern credential.
- Ensure that the intern is assigned a position that is in alignment with the stipulated multiple subject/single subject intern credential, with a load appropriate for a beginning teacher, which recognizes that the intern needs adequate time for completing concurrent credential coursework. Thus, the district agrees to keep extra duty assignments to a minimum.
- Work with the site administrator and FPU program directors to select a district mentor who is willing to support the intern. Assure the university that the district mentor selected to work with the intern is experienced in the curricular area of the intern's assignment (minimum of three years), is tenured, holds the appropriate certification and is qualified to work with English Language Learners. The district mentor must be immediately available and be at the same site as the intern whenever possible.
- Ensure a district mentor will have adequate time to nurture, resource and support a beginning teacher, particularly in the development of their individual plan for professional growth.
- Provide in-servicing and access to resources to allow each intern to perform successfully in his or her position.
- Provide release time and pay for a substitute teacher commensurate with the table of support in Appendix A.
- Not reduce the intern's salary (which shall be no less than the minimum base salary paid to a regularly certificated teacher) by more than 6 percent to pay district mentoring support for the intern and to pay for a substitute teacher for the two days of release time per semester. NOTE: FPU does not require or advise a reduction.
- Request that the local bargaining unit be consulted on matters pertinent to the Internship Program, or be represented on the Advisory Council.
- Validate the district mentor support hours for the intern for activities identified in Appendix B of (PSA 13-06) as a part of the 144 hours of support required by the state for all interns and the additional 45 hours of English Learner specific support required for interns who do not have EL authorization.

Fresno Pacific University will:

- Ensure that the intern candidate meets the standards for eligibility for an intern credential. Minimal standards include:
  - Bachelor's degree from regionally accredited post secondary institution
  - GPA meeting the standard for admission
  - Subject matter competence (CSET or Approved Subject Matter Waiver)
  - Verification of meeting the basic skills requirement (http://www.ctc.ca.gov/credentials/leaflets/cl667.pdf)
  - Certificate of Clearance
  - Personal and professional qualifications of maturity and professionalism
  - Verification of current, negative TB test (last 12 months).
  - Verification that candidate has completed Fresno Pacific's foundational planning requirement which is composed of a minimum of 120 hours of standards based preparation for teaching as defined by the CTC.
- Provide the intern with sufficient coursework, seminars, experiences, and workshops to meet the requirements of the credential program in which the Intern is enrolled.
- Provide a university mentor who will support the intern commensurate with the hours of support identified in Appendix A. Validate the district mentor support hours for the intern. These are in accordance to the activities identified in Appendix B of (PSA 13-06) as a part of the 144 hours of support required by the state for all interns and the additional 45 hours of English Learner specific support required for interns who do not have EL authorization. The university mentor will monitor the support hour log maintained by the intern.
- Communicate and collaborate with the District Mentor, providing support in the mentoring role.
- Compensate the District Mentor in the form of a tuition waiver of 1 unit per semester which can be used to purchase either graduate or professional development coursework at Fresno Pacific University.
- Provide the Intern with information regarding the Intern Early Completion Option as defined by SB 57.

Fresno Pacific University and the participating school district will:

- Collaborate in the shaping and evaluation of internship assignments to ensure that the program is operating in a manner that promotes the educational goals of the participating districts.
- Collaborate in the ongoing evaluation and development of the Multiple Subject/Single Subject/Special Education Intern programs.

The Teacher in Preparation (the Intern) has agreed to:

- Perform all faculty duties assigned, including those preparatory to the beginning of school, to the same degree as do fully certified teachers in the same school.
- Meet the legal, ethical and other professional standards expected of credentialed teachers.
- Understand that while enrolled in the FPU Intern program, he/she must prioritize attendance at all required courses, Intern seminars, workshops, and planned observations of exemplary teachers, as defined by the FPU credential program.
- Recognize that continuation as an employed Intern with the participating district is contingent upon demonstration of teaching competency as assessed by district personnel, and informed by feedback from university personnel.
- Maintain a log of support hours.
- Recognize that continuation as an intern candidate in the Fresno Pacific credential program is contingent upon demonstration of teaching competency as assessed by university personnel, and informed by feedback from district personnel.

_✓_ Our district/county office will continue to pay our interns a salary equal to a first-year credentialed teacher's salary without attaching any deductions for release time.

_____ Our district will continue to withdraw a total of _____(%/$) from the intern's salary for district support to the intern's required release time and mentorship for the year. This total deduction does not exceed the maximum of 6% of the intern's total base salary (based on year 1, step 1 salary level).

NOTE: Most districts do not withdraw funds, but take support out of already existing development funds.

Non-Discrimination Clause

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

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

Fresno Pacific University
1717 S. Chestnut Avenue
Fresno, California 93702

Linda Hoff, Ph.D. 9/22/16
Linda Hoff, Ph.D. Date
Division Chair, Teacher Education

[redacted]
Robert Lippert Date
Chief Financial Officer

Washington Colony Elementary School District
130 E. Lincoln Ave
Fresno, CA 93706

BY Jesus A. Cruz 10/26/16
District Superintendent or Designee Date

BY _____
Clerk/Secretary of the Board of Trustees Date

BY Joanne Sweet 10/27/16
Representative of Employees' Bargaining Unit Date

This agreement will be in effect until the candidate has earned a preliminary credential.