ROUTINE ITEMS

WCESD BOARD OF TRUSTEES

ITEM NO. IV.A
DATE: February 14, 2017

SUBJECT TITLE: APPROVE AGENDA

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Approve agenda for the February 14, 2017 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
Gary Chavez, Clerk

Liz Faccinto, Member
Pete Mathew, Member
Rene Mendoza, Member

Secretary
Jesus Cruz, Superintendent/Principal

Regular Meeting AGENDA

Tuesday, February 14, 2017, 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 February 14, 2017 Regular Board Meeting.

B. Adopt Minutes

1. January 10, 2017 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. 6th Grade Camp presentation**

2. Board History – J. Cruz

3. Financial Report(s)*

4. Provision 2 Lunch Program I. Keener**

a) San Joaquin Valley COOP**

5. Policy Review

BP 0520.2 Title I Program Improvement Schools
AR 0520.2 Title I Program Improvement Schools
BP 0520.3 Title I Program Improvement Districts

6. Superintendent's Report**

a) Rural School Bus Pilot Project Application (RSBPP)**

b) Category 2 E-rate Funding available for Technology Improvements**

c) CalSTRS and CalPERS Contribution Rates Overview 2017-18**

7. Completion of Electronic 700 Forms update**

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. San Joaquin Valley Purchasing COOP

Ratify Washington Colony's participation as a member of the San Joaquin Valley Purchasing COOP & Code of Conduct and Procurement Procedures for 2016 – 20017.

2. Warrants

Review and Ratify Warrants paid for the period January 1 – January 31, 2017.

3. Contract/Service Agreements

a) Zoom Imagine Solutions, Inc. & CIT Lease Agreement

Approve Lease Agreement with Zoom Imaging Solutions, Inc. & CIT to replace one school copier.

4. Conference Attendance

Consider authorizing attendance to Board Trustee Dack & Board Trustee Mathew to attend the Annual Spring SSDA Conference in Sacramento CA, March 6 – 8, 2017.

B. *Personnel/Students*

1. Adopt a Certificated Management Salary Schedule

Adopt a new Certificated Management Salary schedule regarding the position of Assistant Principal.

2. Interdistrict Attendance Permits

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

C. *Curriculum/Instruction/Assessment*

1. RossettaStone Software

Ratify the RossettaStone software fee proposal approval for online access to English Language lessons utilized during parent night workshops.

VII. Closed Session

The Board will meet in closed session pursuant to:

Government Code section 54957
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: Superintendent

Government Code section 54957.6
CONFERENCE WITH LABOR NEGOTIATORS,
Agency Representative: Bob Dack, Board President
Unrepresented Employee: Superintendent

VIII. Reconvene

IX. Adjournment

WCESD BOARD OF TRUSTEES

ITEM NO. IV.B.1
DATE: February 14, 2017

SUBJECT TITLE: ADOPT MINUTES

Action √ Discussion _____ Information _____

RECOMMENDATION

Adopt minutes of the January 10, 2017 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
Gary Chavez, Clerk

Liz Faccinto, Member
Pete Mathew, Member
Rene Mendoza, Member

Secretary
Jesus Cruz, Superintendent/Principal

Regular Meeting MINUTES

Tuesday, January 10, 2017, 6:30 p.m.

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

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REASONABLE ACCOMODATION FOR ANY INDIVIDUAL WITH A DISABILITY

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I. Call to Order

The January 10, 2017 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, Liz Faccinto, Gary Chavez, Rene Mendoza; member(s) absent: None

III. Pledge of Allegiance

The Pledge of Allegiance was led by Bob Dack.

IV. Routine Items

A. *Approve Agenda*

The agenda for the January 10, 2017 Regular Board Meeting was approved on a motion by Gary Chavez, seconded by Pete Mathew. (Ayes: Dack, Chavez, Faccinto, Mathew, Mendoza; Noes: None; Abstentions: None; Absent: None)

B. *Adopt Minutes*

1. December 13, 2016 Regular Board Meeting

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

C. *Public Comment/Board Comment*

Kim Davis: made a public comment thanking the Board for their approval of the teachers' salary increases and also indicated that the staff was very happy about it.
Mr. Cruz: informed the Board regarding the Fresno County Trustees Dinner, at Madison School on January 17, Mr. Cruz will send a reminder to the board members.

D. *Correspondence*

Mr. Cruz provided the Board with a Fresno County School Trustees Association Dinner invitation for March 21, 2017 at CPDES Banquet Hall (Easton Area)

V. Reports/Discussion/Information

A. *Administration/Business/Governance*

1. Preschool Staff Recognition – J. Cruz

The Preschool staff and Mrs. Dack presented on behalf of the Washington Colony Elementary School District and School Board a plaque of appreciation to Mrs. Bison for her 15 years of service as Preschool Teacher. The Board extended sincere whishes for Mrs. Bison in her retirement.

2. Board History – J. Cruz

The Board reviewed excerpts from the minutes of meetings held January 10, 1967, and January 14, 1992.

3. Financial Report(s)*

Cash and County Treasury Report for December 2016 – Written Report

4. Quarterly Report on Williams Uniform Complaints*

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

5. Superintendent's Report**

a) Prop 39 Projects Update**

Mr. Cruz: reported to the Board the status of the 3 phases of installation for the Prop 39 projects.
-Phase 1 Completed with all electronic controls done and just finalizing temperature adjustments.
-Phase 2 HVAC 4 unit installations being completed during the week of 1/09/17
-Phase 3 Lighting Retrofit change over will be done within the next few weeks.

B. Personnel/Students

1. ADA/Enrollment Report*

Enrollment for the period of January 10, 2017 was 434.

2. Suspension Report*

None out of school suspensions reported.

3. 6th Grade Camp update**

Mr. Cruz: shared the 6th grade camp itinerary for January 25 – 27, 2017 and also mentioned that a Charter Bus was reserved for this overnight fieldtrip.

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. Audit Report

Gary Shrum: Summarized the Audit Report indicating; healthy reserves, No Findings, and No compliance issues or internal control problems.
Bob Dack: Commented that PERS/STRS contribution rates are increasing. Therefore, there should be a set aside contribution higher for the post employment account than the current ($32,974 per year). The liability per year should be higher based on projections for the next 3 years.
Mr. Cruz: mentioned that we will look at the next budget cycle in order to increase the set aside contribution for the post employment account.
Gary Shrum: explained, pension/liability depends on earnings on investments.
Bob: Thanked Gary Shrum for all the years of service (since 1979) and on behalf of the School Board wished him the best on his retirement.

Audit report for the period of July 2015 - June 30, 2016 was approved on a motion by Liz Faccinto, seconded by Pete Mathew. (Ayes: Dack, Chavez, Faccinto, Mathew, Mendoza; Noes: None; Abstentions: None; Absent: None)

2. Policy Adoption

The Board approved Board Bylaw 9322 on a motion by Gary Chavez, seconded by Rene Mendoza. (Ayes: Dack, Chavez, Faccinto, Mathew, Mendoza; Noes: None; Abstentions: None; Absent: None)

3. Warrants

The Board reviewed and ratified Warrants paid for the period of December 1 – December 31, 2016 on a motion by Liz Faccinto, seconded by Gary Chavez. (Ayes: Dack, Chavez, Faccinto, Mathew, Mendoza; Noes: None; Abstentions: None; Absent: None)

4. Contract/Service Agreements

a) Dellavalle Laboratory, Inc. – Distribution Operator Service

The Board ratified agreement with Dellavalle Laboratory, Inc. to perform the duties of Distribution Operator for the period beginning January 1, 2017 and ending December 31, 2017 on a motion by Gary Chavez, seconded by Pete Mathew. (Ayes: Dack, Chavez, Faccinto, Mathew, Mendoza; Noes: None; Abstentions: None; Absent: None)

B. Personnel/Students

1. Adoption of Budget Disclosure

The Board adopted the Classified Bargaining Budget Disclosure due to the Salary Increase Agreement between WCESD and the Washington Colony Classified Management and Classified Employees on a motion by Pete Mathew, seconded by Gary Chavez. (Ayes: Dack, Chavez, Faccinto, Mathew, Mendoza; Noes: None; Abstentions: None; Absent: None)

2. Offer of Employment for Preschool Teacher/ Site Supervisor

The Board ratified offer of employment to Leah Welch – Preschool Teacher/Site Supervisor on a motion by Liz Faccinto, seconded by Rene Mendoza. (Ayes: Dack, Chavez, Faccinto, Mathew, Mendoza; Noes: None; Abstentions: None; Absent: None)

3. Certificated Substitute Daily Rate Increase

The Board approved the certificated substitute rate increase on a motion by Gary Chavez, seconded by Pete Mathew. (Ayes: Dack, Chavez, Faccinto, Mathew, Mendoza; Noes: None; Abstentions: None; Absent: None)

4. Interdistrict Attendance Permits

The Board ratified action on Interdistrict Attendance Permit for the 2016-17 school year on a motion by Pete Mathew, seconded by Gary Chavez. (Ayes: Dack, Chavez, Faccinto, Mathew, Mendoza; Noes: None; Abstentions: None; Absent: None)

VII. Closed Session

The Board met in closed session beginning at 7:23p.m. on a motion by Pete Mathew, seconded by Liz Faccinto. (Ayes: Dack, Chavez, Faccinto, Mathew, Mendoza; Noes: None; Abstentions: None; Absent: None) pursuant to:

Government Code section 54957
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: Superintendent

CONFERENCE WITH LABOR NEGOTIATOR, *Government Code* section 54957.6
Agency Representative: Superintendent
Unrepresented Employee(s): District Certificated Management Employees

VIII. Reconvene

The Board reconvened at 8:50 p.m. on a motion by Liz Faccinto, seconded by Pete Mathew. (Ayes: Dack, Chavez, Faccinto, Mathew, Mendoza; Noes: None; Abstentions: None; Absent: None)

IX. Adjournment

The meeting was adjourned at 8:51 p.m. on a motion by Gary Chavez seconded by Rene Mendoza. (Ayes: Dack, Chavez, Faccinto, Mathew, Mendoza; Noes: None; Abstentions: None; Absent: None)

Robert E. Dack, President

Gary Chavez, Clerk

WCESD BOARD OF TRUSTEES

ITEM NO. IV.C
DATE: February 14, 2017

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: February 14, 2017

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

"I can only note that the past is beautiful because one never realizes an emotion at the time. It expands later, and thus we don't have complete emotions about the present, only about the past."

-Virginia Woolf

Excerpts from the minutes of meetings held February 11, 1992 follow for your review.

WASHINGTON COLONY SCHOOL DISTRICT

BOARD OF TRUSTEES

Minutes of Regular Meeting

February 11, 1992

I. CALL TO ORDER

The meeting was called to order in the school cafeteria at 8:02 p.m. by board president, Mike Aguilar.

II. FLAG SALUTE

The flag salute was led by Devon Robertson and Eli Gurash representatives of the school newspaper.

III. ROLL CALL

Members present: Mike Aguilar, Ted Davis, Paul Demant, Pete Mathew, Joyce Quiroz, and LaVerne Carlson. Members absent; none. Others present; Becky Mitchell, Jan Cullins, Barbara Katanik, Tom Scheppegrell, Debbie Mattos, Barbara Steele, Sheila Stanley, Kathy Kegel, Elaine Scheppegrell, Betty Ann Daughtry, Randy Daughtry, Mike Martin, James P. Irwin, Jeff Dronyk, Mari Dronyk, Jamie Dronyk, Carla Coito, Kim Coito-Martin, Raymond S. Marta, Linda Demant, Alice Jamgochian, Eli Gurash, Devon Robertson, Donna Baker, Joene Phillips, Kathy Phillips, Jim Phillips, Dustin Phillips, Betty Phillips, Rocky Phillips, Tamara Phillips, Cynthia Teore, Jim Teore, Chris Potzernitz, Priscilla Dack, Patty Musson, LaVerne Emler, Jeff Brotnov, Pam Weaver, Margaret Irwin, Moses Lujan, Bob Stroup, John Franich, and Liz Faccinto.

IV. ROUTINE BUSINESS

A. AGENDA

Action Item "J" American 2000 Goals, was added to the agenda. The revised agenda was approved on a motion by Joyce Quiroz, seconded by Pete Mathew. Motion carried.

B. MINUTES

JANUARY 14, 1992 REGULAR MEETING
The revised minutes of the January 14, 1992 regular meeting were approved on a motion by Pete Mathew, seconded by Joyce Quiroz. Motion carried.
JANUARY 23, 1992 SPECIAL MEETING MINUTES
The revised minutes of the January 23, 1992 special meeting were approved on a motion by Ted Davis, seconded by Joyce Quiroz. Motion carried.

C. WARRANTS

Warrants #723788 to #723837 dated January 17, 1992 were approved on a motion by Pete Mathew, seconded by Joyce Quiroz. Motion carried.

D. DISTRIBUTION OF MATERIALS

Materials were distributed to respective board members.

E. CORRESPONDENCE

1. Dr. Carlson read an invitation from the Fresno County Office of Education for a meeting with the former U. S. Secretary of Education, Terrel Bell on Tuesday, February 27, 1992 at the Fresno Hilton Hotel.

F. PUBLIC PRESENTATION

1. James Irwin spoke to the board regarding visitors registering at the school office. He quoted from Board Policy and Administrative Regulation #1250 adopted by the board on February 6, 1986 and referred to California State Penal Code 627.2. He said these laws are for the safety of the students and are not being enforced by the board. According to AR 1250, people who fail to report to the office may face removal from the grounds and/or prosecution according to law.

2. Jamie Dronyk, 5th grade student, presented a petition to the board. She stated the petition was signed by several students that want Dr. Carlson to stay at Washington Colony as superintendent. Jamie stated that she circulated the petition on her own time, not during class time.

3. Tom Scheppegrell spoke for himself and his wife in support of the board's decision not to renew Dr. Carlson's contract. He stated they are concerned about the destruction in the school system and are looking forward to next year and the school getting "back on track".

4. Jim Phillips asked the board about his request for an item on the agenda. He proposed the hiring of an arbitrator to look into the board's decision not to renew Dr. Carlson's contract. Board president, Mike Aguilar stated that Jim Phillips was on the agenda as a discussion item.

Mike Aguilar stated that all the presentations would be taken under consideration by the board.

G. TEACHER PRESENTATION - LaVerne Emler, School Nurse

LaVerne Emler the School Nurse, spoke to the board about things she has done this year. She spoke about on-going head lice checks, the October 29, 1991 Health Department clinic for first grade physicals, student immunizations and reports, vision and hearing testing for all students, Special Education evaluations and health histories, scoliosis screening, dental screening, and daily illnesses and injuries.

V. CLOSED SESSION

The board met in closed session prior to the regular session to discuss student expulsion, negotiations, and personnel.

VI. ACTION ITEMS

A. C S B A EXECUTIVE SEARCH

The board approved the hiring of California School Board Association Executive Search on a motion by Paul Demant, seconded by Joyce Quiroz. Motion carried.

B. INTERDISTRICT TRANSFER

The board approved the interdistrict transfer for Georgina and Alexander Verdugo (Washington Colony to Fresno Unified) on a motion by Pete Mathew, seconded by Ted Davis. Motion carried.

C. BOARD POLICY REVISIONS - 2ND READING

The board approved the seconded reading of board policies BP/E4112.3/4212.3/4312.3 Oath or Affirmation, BP/AR4115 Evaluation/Supervision, BP/AR4127/4227/4327 Temporary Athletic Team Coaches, BP/AR4138 Mentor Teacher, BP4313.1 Load/Scheduling/Hours of Employment, BB9224 Oath or Affirmation, BB9322 Agenda/Meeting Materials, BB9321 Closed Session, BB9323 Meeting Conduct. These revisions were approved on a motion by Paul Demant. seconded by Pete Mathew. Motion carried

D. BOARD POLICY REVISIONS - 1ST READING

The board approved the first reading of board policies BP/AR4112.4/4212.4/4312.4 Health Examinations, AR/E4112.9/4219.9/4312.9 Signed Statements, BP/AR4118 Supervision/Disciplinary Action, BP4119.21/4219.21/4319.21 Code of Ethics, BP4161.2/4261.2/4361.2 Personal Leaves, BP 5145.7 Sexual Harassment, BP/E5145.6 Notification Required by Law, BP5145.6 Complaints Regarding Employees of the District, AR5145.6 Student Grievance Procedure. The first reading of these revisions was approved on a motion by Pete Mathew, seconded by Joyce Quiroz. Motion carried.
Pete Mathew stated that all board policies are available in the office for public review.

E. STUDENT EXPULSION

The board approved the expulsion of an eighth grade student for the remainder of the semester on a motion by Pete Mathew, seconded by Joyce Quiroz. Motion carried.

F. CALIFORNIA LITERATURE PROJECT

After discussion, the board directed Dr. Carlson to get staff input regarding the California Literature Project and report back to the board at the March board meeting. This was on a motion by Pete Mathew,

seconded by Joyce Quiroz. The district costs include tuition and follow-up activities of $650.00 if received by March 16, 1992.

G. PARENTAL CHOICE/SCHOLARSHIP INITIATIVE

This item was tabled on a motion by Paul Demant, seconded by Ted Davis. Motion carried. Pete Mathew suggested looking into the impact that the initiative would have on the school.

H. FOURTH GRADE TRIP TO MISSION SAN JUAN BAUTISTA

Jeff Brotnov, 4th grade teacher, informed the board about the new rules at San Juan Bautista. He stated the trip is tentatively set for March 19, 1992. The board approved the mission trip on a motion by Pete Mathew, seconded by Paul Demant. Motion carried.

I. "FREEDOM FIGHTERS" FIELD TRIP TO WARNOR'S THEATER

Miss Jamgochian explained that "Freedom Fighters" is a reward program for students in the 7th and 8th grade language arts class who excel. The students from second and third quarters would see the plays at the Warnor's Theater. The board approved the trips for February and May on a motion by Paul Demant, seconded by Pete Mathew. Motion carried.

J. AMERICAN 2000 GOALS

The board endorsed the goals of AMERICA 2000 on a motion by Pete Mathew, seconded by Joyce Quiroz. Motion carried. The program has been endorsed by several state and local educators. U.S. Secretary of Education, Lamar Alexander, will be visiting Fresno on Tuesday, February 18 to kick off Fresno County's AMERICA 2000 program

VII. DISCUSSION/INFORMATION

A. ENROLLMENT

The school enrollment was 450 students as of February 6, 1992.

B. CONCERNED PARENTS - ARBITRATOR

Jim Phillips spoke in support of Dr. Carslon and her concern for the students in the district. He stated he has been searching for facts regarding the non-renewal of Dr. Carlson's contract. He has gone through documentations and talked with several people in the community. He stated he has not found anything in his search to warrant non-renewal of the superintendent's contract. He asked the board to accept the services of an impartial mediator from the Fresno County Office of Education to investigate the issues and report back to the board. He stated that if the board would allow an arbitrator, he will accept the findings of an arbitrator. Mike Aguilar stated that the board appreciates the time Mr. Phillips spent for his presentation and stated the board will take it under consideration.

C. STATEMENT OF ECONOMIC INTEREST FORMS
LEAVING OFFICE - Frank Butterfield & John Rothenfluh
ASSUMING OFFICE - Ted Davis & Paul Demant

Leaving Office forms were completed prior to the meeting by Frank Butterfield and John Rothenfluh. Assuming Office statements were distributed to Ted Davis and Paul Demant prior to the meeting for their completion and return to the district office.

VIII. SUPERINTENDENT'S REPORT

A. CASH FLOW

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

B. GENERAL REPORT

1. Linda Hofer, Chapter I Teacher, has been asked to be a presentator at the *Achieving Schools* conference in Los Angeles in April.

2. Dr. Carlson stated that we will be receiving the portable units to be used for Special Education sometime soon, possibly in the next few months. She has been in contact with the state architect's office and Fresno County Office of Education in regards to the buildings.

IX. ADJOURNMENT

The meeting was adjourned at 9:10 p.m.
on a motion by Joyce Quiroz, seconded by Paul Demant.
Motion carried.

Mike Aguilar
Board President

Pete Mathew
Board Clerk

WCESD BOARD OF TRUSTEES

ITEM NO. V.A.3
DATE: February 14, 2017

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 January 2017 follows for your review.

Cash In County Treasury
Aggregate

From 1/1/2017 thru 1/31/2017
Fund: 0100 (6150 60001) General Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 1/1/2017							$2,127,130.03
1/3/2017	TF -170991	JV#642R TO REVERSE TRANSFER 170926	$0.00	$4,828.00	$4,911,647.14	$2,789,345.11	$2,122,302.03
1/3/2017	TF -170992	JV#642C TO CORRECT TRANSFER 170926	$4,828.00	$0.00	$4,916,475.14	$2,789,345.11	$2,127,130.03
1/6/2017	APY -20171	Accounts Payable 1/6/2017	$0.00	$91,128.99	$4,916,475.14	$2,880,474.10	$2,036,001.04
1/6/2017	TF -171042	0001759544 17 HOA 1ST 16-17	$1,356.76	$0.00	$4,917,831.90	$2,880,474.10	$2,037,357.80
1/10/2017	TF -171003	#0692 SUI CHRGS 4TH QUARTER 2016	$0.00	$356.41	$4,917,831.90	$2,880,830.51	$2,037,001.39
1/10/2017	TF -171008	#0695 WELLS FARGO FEE-TAX DEPOSIT ACC	$0.00	$0.67	$4,917,831.90	$2,880,831.18	$2,037,000.72
1/11/2017	CA -36314	381917 6gr camp rodr	$350.00	$0.00	$4,918,181.90	$2,880,831.18	$2,037,350.72
1/11/2017	CA -36314	381917 acsa reim	$196.64	$0.00	$4,918,378.54	$2,880,831.18	$2,037,547.36
1/11/2017	CA -36314	381917 asp bsn sp re	$177.33	$0.00	$4,918,555.87	$2,880,831.18	$2,037,724.69
1/11/2017	CA -36314	381917 asp clas reim	$11,107.07	$0.00	$4,929,662.94	$2,880,831.18	$2,048,831.76
1/11/2017	CA -36314	381917 asp reg trans	$13,958.42	$0.00	$4,943,621.36	$2,880,831.18	$2,062,790.18
1/11/2017	CA -36314	381917 asp sum trans	$4,339.03	$0.00	$4,947,960.39	$2,880,831.18	$2,067,129.21
1/11/2017	CA -36314	381917 chavez ins re	$583.20	$0.00	$4,948,543.59	$2,880,831.18	$2,067,712.41
1/11/2017	CA -36314	381917 cvt reim	$16,388.46	$0.00	$4,964,932.05	$2,880,831.18	$2,084,100.87
1/11/2017	CA -36314	381917 fcoe mart gra	$1,000.00	$0.00	$4,965,932.05	$2,880,831.18	$2,085,100.87
1/11/2017	CA -36314	381917 mathew conf r	$206.28	$0.00	$4,966,138.33	$2,880,831.18	$2,085,307.15
1/11/2017	CA -36314	381917 monitr recy	$3.81	$0.00	$4,966,142.14	$2,880,831.18	$2,085,310.96
1/11/2017	CA -36314	381917 pbis grant aw	$850.00	$0.00	$4,966,992.14	$2,880,831.18	$2,086,160.96
1/11/2017	CA -36314	381917asp reimb ar	$6,121.93	$0.00	$4,973,114.07	$2,880,831.18	$2,092,282.89
1/11/2017	TF -171016	JV#0694 2016-17 1ST QTR. LOTTERY APPORT.	$20,617.52	$0.00	$4,993,731.59	$2,880,831.18	$2,112,900.41
1/13/2017	TF -171031	JV#0709 CONT NURSE SVCS	$0.00	$4,460.50	$4,993,731.59	$2,885,291.68	$2,108,439.91
1/18/2017	TF -171039	JV#0711 HLTH SVC FORMS	$0.00	$53.03	$4,993,731.59	$2,885,344.71	$2,108,386.88
1/19/2017	TF -171050	JV# 721 16-17 MANDATED COST REIMBURSEM	$29,684.00	$0.00	$5,023,415.59	$2,885,344.71	$2,138,070.88
1/19/2017	TF -171061	0001761484 REVERSE ERAF FOR VLF-SWAP	$0.00	$8,174.08	$5,023,415.59	$2,893,518.79	$2,129,896.80
1/20/2017	TF -171173	0001761663 2ND QTR - 1ST INT DIST.	$1,050.64	$0.00	$5,024,466.23	$2,893,518.79	$2,130,947.44
1/24/2017	TF -171096	#0726-STRS ADJ (CHARGES)-DEC 2016	$0.00	$667.18	$5,024,466.23	$2,894,185.97	$2,130,280.26
1/25/2017	APY -20171	Accounts Payable 1/25/2017	$0.00	$36,318.41	$5,024,466.23	$2,930,504.38	$2,093,961.85
1/25/2017	TF -171129	JV#747 16-17 ADV PRIN APPORTIONMENT	$287,076.00	$0.00	$5,311,542.23	$2,930,504.38	$2,381,037.85
1/26/2017	TF -171098	#0722 PERS DISTRICT CHRGS-JAN 2017 REG P	$0.00	$7,636.97	$5,311,542.23	$2,938,141.35	$2,373,400.88
1/26/2017	TF -171109	#0724 STRS DIST CONT-JAN 2017 REG PAYROI	$0.00	$19,961.64	$5,311,542.23	$2,958,102.99	$2,353,439.24
1/26/2017	TF -171119	#0730 FICA CHRGS FOR 1/31/2017 PAYROLL	$0.00	$4,683.40	$5,311,542.23	$2,962,786.39	$2,348,755.84
1/26/2017	TF -171122	#0731 MEDICARE CHRGS FOR 1/31/2017 PAYR(	$0.00	$3,224.79	$5,311,542.23	$2,966,011.18	$2,345,531.05
1/26/2017	TF -171134	#0750 DIST APD CHRGS JUL-DEC 2016	$0.00	$19.30	$5,311,542.23	$2,966,030.48	$2,345,511.75
1/26/2017	TF -171135	#0751DIST CHILD SUPPORT FEES JUL-DEC 20	$0.00	$0.62	$5,311,542.23	$2,966,031.10	$2,345,511.13
1/26/2017	TF -171181	0001762237 CURR. UNSEC. PRIOR SUPP. 15-16	$38.18	$0.00	$5,311,580.41	$2,966,031.10	$2,345,549.31
1/27/2017	TF -171110	JV# 743 16-17 JAN. STATE APPORTIONMENT T	$10,259.00	$0.00	$5,321,839.41	$2,966,031.10	$2,355,808.31
1/31/2017	TF -171175	0001762794 17-CURRENT SECURED SUPP. 5TH	$1,858.35	$0.00	$5,323,697.76	$2,966,031.10	$2,357,666.66

Cash In County Treasury
Aggregate

From 1/1/2017 thru 1/31/2017
Fund: 0100 (6150 60001) General Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
1/31/2017	PAY -13117	PAYROLL 1/31/2017	$105,287.90	$303,642.03	$5,428,985.66	$3,269,673.13	$2,159,312.53
	Total Activity		$517,338.52	$485,156.02			
	Ending Balance				$5,428,985.66	$3,269,673.13	$2,159,312.53

Cash In County Treasury
Aggregate

From 1/1/2017 thru 1/31/2017
Fund: 1200 (6150 60012) Child Development Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 1/1/2017							$96,909.20
1/6/2017	APY -20171	Accounts Payable 1/6/2017	$0.00	$2,474.42	$172,370.59	$77,935.81	$94,434.78
1/20/2017	TF -171173	0001761663 2ND QTR - 1ST INT DIST.	$53.72	$0.00	$172,424.31	$77,935.81	$94,488.50
1/25/2017	APY -20171	Accounts Payable 1/25/2017	$0.00	$138.28	$172,424.31	$78,074.09	$94,350.22
1/26/2017	TF -171098	#0722 PERS DISTRICT CHRGS-JAN 2017 REG P	$0.00	$89.49	$172,424.31	$78,163.58	$94,260.73
1/26/2017	TF -171109	#0724 STRS DIST CONT-JAN 2017 REG PAYROL	$0.00	$539.39	$172,424.31	$78,702.97	$93,721.34
1/31/2017	PAY -13117	PAYROLL 1/31/2017	$2,333.64	$15,476.87	$174,757.95	$94,179.84	$80,578.11
	Total Activity		$2,387.36	$18,718.45			
	Ending Balance				$174,757.95	$94,179.84	$80,578.11

Cash In County Treasury
Aggregate

From 1/1/2017 thru 1/31/2017
Fund: 1300 (6150 60008) Cafeteria Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 1/1/2017							$135,396.04
1/6/2017	APY -20171	Accounts Payable 1/6/2017	$0.00	$4,689.22	$323,445.13	$192,738.31	$130,706.82
1/11/2017	CA -36253	381924 ad mls1/11/17	$36.00	$0.00	$323,481.13	$192,738.31	$130,742.82
1/11/2017	CA -36253	381924st mls 1/11/17	$1,095.50	$0.00	$324,576.63	$192,738.31	$131,838.32
1/11/2017	CA -36254	381923ad mls 1/11/17	$155.75	$0.00	$324,732.38	$192,738.31	$131,994.07
1/11/2017	CA -36254	381923st mls 1/11/17	$130.50	$0.00	$324,862.88	$192,738.31	$132,124.57
1/11/2017	CA -36327	381920 NOV AD MLS	$158.00	$0.00	$325,020.88	$192,738.31	$132,282.57
1/11/2017	CA -36327	381920 OCT FED BKF	$5,947.46	$0.00	$330,968.34	$192,738.31	$138,230.03
1/11/2017	CA -36327	381920 OCT FED LU .0	$486.96	$0.00	$331,455.30	$192,738.31	$138,716.99
1/11/2017	CA -36327	381920 OCT FED LU RE	$318.08	$0.00	$331,773.38	$192,738.31	$139,035.07
1/11/2017	CA -36327	381920 OCT FED LUN R	$22,269.16	$0.00	$354,042.54	$192,738.31	$161,304.23
1/11/2017	CA -36327	381920 OCT FED SNAK	$2,383.92	$0.00	$356,426.46	$192,738.31	$163,688.15
1/11/2017	CA -36327	381920 OCT ST BK RE	$667.45	$0.00	$357,093.91	$192,738.31	$164,355.60
1/11/2017	CA -36327	381920 OCT ST LUN RE	$1,617.40	$0.00	$358,711.31	$192,738.31	$165,973.00
1/11/2017	CA -36327	381920 SEP LUN ST RE	$1,430.97	$0.00	$360,142.28	$192,738.31	$167,403.97
1/11/2017	CA -36327	381920 SEP ST BK RE	$645.65	$0.00	$360,787.93	$192,738.31	$168,049.62
1/20/2017	TF -171173	0001761663 2ND QTR - 1ST INT DIST.	$89.82	$0.00	$360,877.75	$192,738.31	$168,139.44
1/25/2017	APY -20171	Accounts Payable 1/25/2017	$0.00	$9,003.84	$360,877.75	$201,742.15	$159,135.60
1/26/2017	TF -171098	#0722 PERS DISTRICT CHRGS-JAN 2017 REG P	$0.00	$1,393.65	$360,877.75	$203,135.80	$157,741.95
1/30/2017	CA -36394	382927 ad mls 1/30	$25.75	$0.00	$360,903.50	$203,135.80	$157,767.70
1/30/2017	CA -36394	382928st mls 1/30	$155.00	$0.00	$361,058.50	$203,135.80	$157,922.70
1/30/2017	CA -36395	382924 ad mls 1/30	$224.25	$0.00	$361,282.75	$203,135.80	$158,146.95
1/30/2017	CA -36395	382924 st mls 1/30	$795.00	$0.00	$362,077.75	$203,135.80	$158,941.95
1/30/2017	CA -36396	382927 ad mls 1/30	$32.00	$0.00	$362,109.75	$203,135.80	$158,973.95
1/30/2017	CA -36396	382927 st mls 1/30	$418.00	$0.00	$362,527.75	$203,135.80	$159,391.95
1/31/2017	PAY -13117	PAYROLL 1/31/2017	$3,018.94	$15,274.96	$365,546.69	$218,410.76	$147,135.93
	Total Activity		$42,101.56	$30,361.67			
	Ending Balance				$365,546.69	$218,410.76	$147,135.93

Cash In County Treasury
Aggregate

From 1/1/2017 thru 1/31/2017
Fund: 1400 (6150 60005) Deferred Maintenance Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 1/1/2017							$100,142.74
1/20/2017	TF -171173	0001761663 2ND QTR - 1ST INT DIST.	$58.21	$0.00	$100,200.95	$0.00	$100,200.95
	Total Activity		$58.21	$0.00			
	Ending Balance				$100,200.95	$0.00	$100,200.95

Cash In County Treasury
Aggregate

From 1/1/2017 thru 1/31/2017
Fund: 1500 (6150 60010) Pupil Transportation Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 1/1/2017							$45,908.52
1/20/2017	TF -171173	0001761663 2ND QTR - 1ST INT DIST.	$26.69	$0.00	$45,935.21	$0.00	$45,935.21
	Total Activity		$26.69	$0.00			
	Ending Balance				$45,935.21	$0.00	$45,935.21

Cash In County Treasury
Aggregate

From 1/1/2017 thru 1/31/2017
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 1/1/2017							$104,552.69
1/20/2017	TF -171173	0001761663 2ND QTR - 1ST INT DIST.	$60.78	$0.00	$104,613.47	$0.00	$104,613.47
	Total Activity		$60.78	$0.00			
	Ending Balance				$104,613.47	$0.00	$104,613.47

Cash In County Treasury
Aggregate

From 1/1/2017 thru 1/31/2017
Fund: 2000 (6150 60078) Special Reserve Fund for Postemployment Benefits

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 1/1/2017							$281,956.61
1/20/2017	TF -171173	0001761663 2ND QTR - 1ST INT DIST.	$163.90	$0.00	$282,120.51	$0.00	$282,120.51
	Total Activity		$163.90	$0.00			
	Ending Balance				$282,120.51	$0.00	$282,120.51

Cash In County Treasury
Aggregate

From 1/1/2017 thru 1/31/2017
Fund: 2100 (6150 65069) Building Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 1/1/2017							$313.93
1/20/2017	TF -171173	0001761663 2ND QTR - 1ST INT DIST.	$0.18	$0.00	$314.11	$0.00	$314.11
	Total Activity		$0.18	$0.00			
	Ending Balance				$314.11	$0.00	$314.11

Cash In County Treasury
Aggregate

From 1/1/2017 thru 1/31/2017
Fund: 2500 (6150 60006) Capital Facilities Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 1/1/2017							$7,717.67
1/20/2017	TF -171173	0001761663 2ND QTR - 1ST INT DIST.	$4.48	$0.00	$10,722.15	$3,000.00	$7,722.15
	Total Activity		$4.48	$0.00			
	Ending Balance				$10,722.15	$3,000.00	$7,722.15

Cash In County Treasury
Aggregate

From 1/1/2017 thru 1/31/2017
Fund: 3500 (6150 60066) County School Facilities Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 1/1/2017							$14,024.92
1/20/2017	TF -171173	0001761663 2ND QTR - 1ST INT DIST.	$8.16	$0.00	$14,300.09	$267.01	$14,033.08
	Total Activity		$8.16	$0.00			
	Ending Balance				$14,300.09	$267.01	$14,033.08

Cash In County Treasury
Aggregate

From 1/1/2017 thru 1/31/2017
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 1/1/2017							$13,276.05
1/20/2017	TF -171173	0001761663 2ND QTR - 1ST INT DIST.	$7.72	$0.00	$13,283.77	$0.00	$13,283.77
	Total Activity		$7.72	$0.00			
	Ending Balance				$13,283.77	$0.00	$13,283.77

Cash In County Treasury
Aggregate

From 1/1/2017 thru 1/31/2017
Fund: 5100 (6150 65070) Bond Interest and Redemption Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 1/1/2017							$15,442.09
1/6/2017	TF -171042	0001759544 17 HOA 1ST 16-17	$303.03	$0.00	$43,887.00	$28,141.88	$15,745.12
1/20/2017	TF -171173	0001761663 2ND QTR - 1ST INT DIST.	$1.82	$0.00	$43,888.82	$28,141.88	$15,746.94
1/31/2017	TF -171145	JV#0001761535 2004 GO BOND PMT.	$0.00	$6,931.88	$43,888.82	$35,073.76	$8,815.06
1/31/2017	TF -171175	0001762794 17-CURRENT SECURED SUPP. 5TH	$130.24	$0.00	$44,019.06	$35,073.76	$8,945.30
	Total Activity		$435.09	$6,931.88			
	Ending Balance				$44,019.06	$35,073.76	$8,945.30

WCESD BOARD OF TRUSTEES

ITEM NO. V.A.4
DATE: February 14, 2017

SUBJECT TITLE: Provision 2 Lunch Program

Action _____ Discussion ___√___ Information _____

BACKGROUND

A school participating in Provision 2 must serve National School Lunch Program (NSLP) and/or School Breakfast Program (SBP) meals to participating children at no charge for up to 4 consecutive years. In return, Provision 2 offers schools a reduction in some administrative burdens associated with the distribution of free and reduced meal applications and the determination of household eligibility and eliminates meal counts by type for all but base year Provision 2.

CONSIDERATION

Introductory information regarding Provision 2 follows for your review. Irene Keener, Food Service consultant for Washington Colony Elementary School District will be providing additional information at the Board meeting.

Provision 2 Guidance

National School Lunch and School Breakfast Programs



USDA
Food and Nutrition Service

Summer, 2002

OVERVIEW OF PROVISION 2

A school participating in Provision 2 must serve National School Lunch Program (NSLP) and/or School Breakfast Program (SBP) meals to all participating children at no charge for up to 4 consecutive years. In return, Provision 2 offers schools a reduction in some administrative burdens associated with the distribution of free and reduced price meal applications and the determination of household eligibility and eliminates meal counts by type for all but the base year of Provision 2. Households experience a reduction in burden since they are not required to complete the free and reduced price application material or pay for meals.

Provision 2 operates on a 4-year cycle. During the first year, known as the base year of Provision 2, there is no change in traditional procedures and administrative burden. The school distributes free and reduced price meal applications and makes eligibility determinations for participating children, takes daily meal counts by type (free, reduced price and paid) at the point of service, or approved alternate, reports these counts for claiming meal reimbursement, and receives Federal reimbursement based on these counts as it normally does. However, regardless of the children's free, reduced price or paid eligibility category, all children are served meals at no charge

During years 2, 3 and 4 of the cycle, the school makes no new eligibility determinations and continues to serve all children meals at no charge (this would continue to be the case as long as the school operates under the Provision). The school takes counts of only the total number of reimbursable meals served each day, instead of counting meals by type. Reimbursement during these years is determined by applying the percentages of free, reduced price, and paid meals served during the base year to the total meal count for the claiming period in subsequent years. Federal reimbursement is based on these percentages and the meals are reimbursed at the free, reduced price and paid rates.

Because all meals are served at no charge to children in Provision 2 schools, the school is no longer receiving payment from households who would normally be paying the reduced price and full price for meals. Therefore, the school must make up the difference between Federal reimbursement and meal costs. A school considering Provision 2 must evaluate whether the savings in administrative costs associated with reducing application burdens and simplifying meal counting and claiming procedures under Provision 2 offset the costs of providing meals to all children at no charge. There is no requirement that a minimum percentage of children enrolled are eligible for free or reduced price meals. However, Provision 2 may be a good alternative for schools in the school food authority with a very high percentage of children eligible for free and reduced price meals.

Schools may go back to standard procedures at any time. Also, the school may request a 4-year extension of Provision 2 if the income level of the school's population has remained the same or improved only negligibly.

hool Meals

Provisions 1, 2, and 3

Special Assistance Alternatives

In an effort to reduce paperwork at the local level, Congress has incorporated into Section 11(a)(1) of the National School Lunch Act three alternative provisions to the normal requirements for annual determinations of eligibility for free and reduced price school meals and daily meal counts by type (free, reduced price and paid meals) at the point of service.

Provision 1

This Provision reduces application burdens by allowing free eligibility to be certified for a 2 year period. In schools where at least 80 percent of the children enrolled are eligible for free or reduced price meals, annual notification of program availability and certification of children eligible for free meals may be reduced to once every 2 consecutive school years. All other households must be provided a meal application and are allowed to apply for meal benefits each school year. There is no requirement to serve meals at no charge to all students. Schools must continue to record daily meal counts of the number of meals served to children by type as the basis for calculating reimbursement claims. Provision 1 has been an option for schools since publication of regulations in 1980.

Provision 2

This Provision reduces application burdens and simplifies meal counting and claiming procedures. It allows schools to establish claiming percentages and to serve all meals at no charge for a 4 year period. Schools must serve meals to all participating children at no charge for a period of 4 years. During the first year, or base year, the school makes eligibility determinations and takes meal counts by type. During the next 3 years, the school makes no new eligibility determinations and counts only the total number of reimbursable meals served each day. Reimbursement during these years is determined by applying the percentages of free, reduced price and paid meals served during the corresponding month of the base year to the total meal count for the claiming month. The base year is included as part of the 4 years. At the end of each 4 year period, the State agency may approve 4 year extensions if the income level of the school's population remains stable. Schools electing this alternative must pay the difference between Federal reimbursement and the cost of providing all meals at no charge. The money to pay for this difference must be from sources other than Federal funds. Provision 2 has been an option for schools since publication of regulations in 1980.

- Provision 2 Guidance (7/2002)
- Amendment Expanding Provisions 2 & 3 District-wide (8/2004)

Provision 3

This Provision reduces application burdens and meal counting and claiming procedures. It allows schools to simply receive the same level of Federal cash and commodity assistance each year, with some adjustments, for a 4 year period. Schools must serve meals to all participating children at no charge for a period of 4 years. These schools do not make additional eligibility determinations. Instead, they receive

the level of Federal cash and commodity support paid to them for the last year in which they made eligibility determinations and meal counts by type, this is the base year. For each of the 4 years, the level of Federal cash and commodity support is adjusted to reflect changes in enrollment and inflation. The base year is not included as part of the 4 years. At the end of each 4 year period, the State agency may approve 4 year extensions if the income level of the school's population remains stable. Schools electing this alternative must pay the difference between Federal reimbursement and the cost of providing all meals at no charge. The money to pay for this difference must be from sources other than Federal funds. Provision 3 has been an option for schools since 1995 through an implementing memorandum.

Last Published: 08/08/2014

Emailed by
Sara 7/10/17

San Joaquin Valley Purchasing Co-op
2017-18 Annual Renewal of Services

Member District: Washington Colony Elementary School District

Please check (✓) your response:

X	We plan to CONTINUE membership with The San Joaquin Valley Purchasing Co-op for SY2017-18.
	We do NOT plan to continue membership with The San Joaquin Valley Purchasing Co-op for SY2017-18.

Central Union School District is the Lead Agency of The San Joaquin Valley Purchasing Co-op (SJVP Co-op) with authority to contract for purchased foods and related services on behalf of Member Districts.

The parties agree as follows:

1. Both parties are responsible for compliance with USDA and the California Department of Education, Nutrition Services Division policies and regulations.
2. Member District agrees to abide by the current SJVP Co-Op By-Laws as approved by the Member Districts.
3. Member District shall read all correspondence from the SJVP Co-Op and respond promptly as indicated.
4. Member District shall maintain accurate contact information with the SJVP Co-Op to assure proper correspondence is maintained.
5. Member District agrees to complete the annual usage documents with accurate information, typically requested in February.
6. Member District agrees to verify contract pricing for purchased items they receive on bid, and monitor contract pricing throughout the school year. Reported discrepancies shall be addressed promptly with distributor and/or vendor.
7. Termination from the SJVP Coo-op shall be made in writing to the Lead Agency no later than February 1, to take effect June 30.
8. Fees are paid by Member District directly to the Lead Agency, and include shared cost of advertising of bids, printing, and postage. Member District agrees to remit promptly upon receipt of invoice.

9. Provide current contact information for two (2) individuals at your district/agency:

Nutrition Services Director/Kitchen Manager	
Name	**Rebecca Ortiz**
Title	**Kitchen Manager**
Telephone	**559-233-0706**
Email	**rebeccaortiz@washingtoncolony.org**

Additional Contact	
Name	**Maria Rodriguez**
Title	**Financial Service Secretary**
Telephone	**559-233-0706**
Email	**mariarodriguez@washingtoncolony.org**

By signing this, I certify that I am an authorized representative of the Member District and agree to adhere to the terms specified herein.

Member District	**Washington Colony Elementary School District**
Signature	Jesus H. Cruz
Print Name	**Jesus Cruz**
Title	**Superintendent**
Date	**January 10, 2017**

Lead Agency – Central Union School District	
Signature	
Print Name	Susan Giles
Title	Food Service Coordinator
Date	

Return signed copy by January 31, 2017 to Susan Giles at giles@central.k12.ca.us, Phone:(559) 925-2611, Fax:(559) 1153

WCESD BOARD OF TRUSTEES

ITEM NO. V.A.5
DATE: February 14, 2017

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 0520.2 Title I Program Improvement Schools – As amended by the Every Student Succeeds Act (ESSA) (P.L. 114-95), 20 USC 6311 provides for a new system of school support and improvement activities for Title I schools beginning in the 2017-18 school year. The Governing Board is committed to enabling all district students to meet state academic achievement standards and to narrowing the achievement gap among student groups. To that end, the district shall provide support and assistance to increase student achievement in any school that receives federal Title I funding and has been identified by the California Department of Education as a program improvement (PI) school.

AR 0520.2 Title I Program Improvement Schools – The following administrative regulation reflects the requirements of federal and state law for Title I schools that were identified by the California Department of Education (CDE) for program improvement (PI) for failing to make "adequate yearly progress" for two or more consecutive school years. Until a new system of school support and improvement is implemented beginning in the 2017-18 school year pursuant to 20 USC 6311, as amended by the Every Student Succeeds Act (ESSA) (P.L. 114-95), PI schools are required to implement the same interventions in the 2016-17 school year as were required in the 2015-16 school year, with specified exceptions.
Year 1 Program Improvement

For any district school in its first year of program improvement (PI), the Superintendent or designee shall implement a school improvement plan that was approved by the Governing Board.

(cf. 6171 - Title I Programs)

BP 0520.3 Title I Program Improvement Districts – As amended by the Every Student Succeeds Act (ESSA) (P.L. 114-95), 20 USC 6311 provides for a new system of support and improvement activities for Title I schools and districts beginning in the 2017-18 school year. Until the new system is in place, the CDE's Every Student Succeeds Act 2016-17 School Year Transition Plan (April 2016) requires that districts previously identified for PI must continue to implement their improvement plans and fulfill the requirements described in this policy.

The Governing Board desires to continuously improve educational programs and district operations to enable all students to achieve proficiency. The Superintendent or designee shall ensure the implementation and coordination of all district improvement plans and shall annually report to the Board regarding the district's performance in making progress toward student achievement standards.

(cf. 0460 - Local Control and Accountability Plan)
(cf. 0500 - Accountability)
(cf. 0520.2 - Title I Program Improvement Schools)
(cf. 6011 - Academic Standards)
(cf. 6162.51 - State Academic Achievement Tests)

The district shall implement all actions required for Title I program improvement (PI) as required by law and the California Department of Education (CDE).

Board Policy

Title I Program Improvement Schools

BP 0520.2

Philosophy, Goals, Objectives and Comprehensive Plans

~~***Note: The following optional policy is for use by districts that receive federal Title I funds to improve the academic achievement of students from economically disadvantaged families. As amended by the Every Student Succeeds Act (ESSA) (P.L. 114-95), 20 USC 6311 provides for a new system of school support and improvement activities for Title I schools beginning in the 2017-18 school year. Using a methodology to be established in the state plan, the California Department of Education (CDE) will be required to identify and notify districts regarding schools that need "comprehensive support and improvement," including schools in the lowest performing five percent of Title I schools, all high schools failing to graduate one third or more of their students, and schools in which a subgroup of students, considered on its own, would lead to identification among the lowest performing five percent of schools. The CDE will also be required to notify districts of schools that have a consistently underperforming subgroup of students and therefore need "targeted support and improvement." Until the new school improvement system is in place, schools that were previously identified for program improvement (PI) for failure to make "adequate yearly progress" (AYP) for two or more consecutive years must continue to implement their improvement plans and are subject to the requirements of this policy and the accompanying administrative regulation.***~~

~~***Note: For requirements pertaining to districts identified for PI, see BP/AR 0520.3 - Title I Program Improvement Districts.***~~

The Governing Board is committed to enabling all district students to meet state academic achievement standards and to narrowing the achievement gap among student groups. To that end, the district shall provide support and assistance to increase student achievement in any school that receives federal Title I funding and has been identified by the California Department of Education as a program improvement (PI) school.

(cf. 6011 - Academic Standards)
(cf. 6162.5 - Student Assessment)
(cf. 6162.51 - State Academic Achievement Tests)
(cf. 6171 - Title I Programs)

~~***Note: Although school improvement plans are still in effect for PI schools,~~

~~districts are no longer required, because of the repeal of 20 USC 6316 by P.L. 114-95, to (1) offer intradistrict transfers to all students in Title I schools identified for Year 1 PI or beyond or (2) provide supplemental educational services from an approved service provider to eligible students in schools identified for Year 2 PI or beyond.***~~

~~***Note: At their discretion, districts may choose to continue to offer intradistrict transfers to students in PI schools. If the Governing Board elects to continue to offer the option to transfer, it may revise the paragraph below to reflect that option. 20 USC 6311, as amended by P.L. 114-95, requires that any student who was previously granted a transfer out of a PI school be allowed to remain at the school to which he/she transferred until the highest grade maintained at that school; see BP/AR 5116.1 - Intradistrict Open Enrollment.***~~

~~***Note: In addition, although the requirement to provide supplemental educational services was repealed, the CDE has elected to instead require the provision of alternative supports, defined and administered by the district, to eligible students beginning with the 2016-17 school year; see the accompanying administrative regulation. Also see BP 6179 - Supplemental Instruction and the CDE's Every Student Succeeds Act 2016-17 School Year Transition Plan (April 2016).***~~

The Superintendent or designee shall ensure that school improvement strategies developed for any PI school are coordinated, aligned, and effectively implemented in accordance with administrative regulation and the Board-approved school improvement plan.

(cf. 0420 - School Plans/Site Councils)
(cf. 0460 - Local Control and Accountability Plan)
(cf. 5116.1 - Intradistrict Open Enrollment)
(cf. 6179 - Supplemental Instruction)

~~***Note: When a school enters Year 3 PI, the Board is required to select corrective action(s) to be applied to the school. The Board also must select a restructuring option for any school that enters Year 4 PI. See the accompanying administrative regulation for allowable options.***~~

As necessary, the Board shall determine corrective actions for schools in Year 3 of PI and/or restructuring options for schools in Year 4 of PI or beyond.

~~***Note: Pursuant to Education Code 53300-53303 (the Parent Empowerment Act) and 5 CCR 4800-4808, when a school enters Year 4 PI, continues to fail to make AYP, has a state Academic Performance Index (API) of less than 800, and is not identified by the CDE as a "persistently lowest achieving school," the~~

~~parents/guardians of that school may petition the district to implement one of four intervention models (i.e., turnaround model, restart model, school closure, or transformation model) or an alternative governance arrangement, as these models are described in 5 CCR 4803-4807. However, both the AYP and API measures are currently suspended and the CDE's last identification of "persistently lowest achieving schools" was in 2015 based on 2013-14 data. Thus, districts should consult with legal counsel if they have questions about their eligibility to receive a parent/guardian petition under the Parent Empowerment Act. The district must notify the Superintendent of Public Instruction and the State Board of Education when it receives such a petition and when it takes action on the petition. This option is limited to 75 schools statewide.***~~

Whenever a school is identified for Year 4 PI but is not identified as a "persistently lowest achieving school" pursuant to Education Code 53201, the parents/guardians of students attending that school may petition the Board to implement an intervention for the purpose of improving academic achievement or student safety, provided that the state limit on the number of such schools has not yet been reached. To be considered by the Board, the petition shall contain all required content and signatures and specify one of four intervention models (i.e., turnaround model, restart model, school closure, or transformation model) or an alternative governance arrangement, as described in 5 CCR 4803-4807. The district shall implement the option requested by the parents/guardians unless, at a regularly scheduled public hearing, the Board makes a finding in writing stating the reason it cannot implement the recommended option and instead designates one of the other options to be implemented. (Education Code 53300-53303; 5 CCR 4800-4808)

Program Evaluation

~~***Note: Pursuant to 20 USC 6311, any district receiving Title I, Part A funds must prepare and disseminate an annual report card which includes specified information. As amended by P.L. 114-95, 20 USC 6311 expands the required content of the report card but no longer requires that it include annual measurable objectives, AYP, or teacher quality information.***~~

~~***Note: Rather than issuing a district-level report card, districts are allowed by 20 USC 6311 to incorporate the information into the school accountability report card required by Education Code 35256; see BP 0510 - School Accountability Report Card.***~~

The Superintendent or designee shall develop an annual report card that includes the information specified in 20 USC 6311 for each district school and for the district as a whole. The required information may be incorporated into each school's school accountability report card. (20 USC 6311)

(cf. 0510 - School Accountability Report Card)
(cf. 6190 - Evaluation of the Instructional Program)

~~***Note: 20 USC 6311 requires that the report card be accessible to the public by posting it on the district's web site or, if the district does not have its own web site, then in a manner determined by the district. A district that does not have a web site should revise the following paragraph to reflect the method it will use to disseminate the report card.***~~

The report card shall be concise, presented in an understandable and uniform format and, to the extent practicable, in a language that parents/guardians can understand. It shall be made accessible to the public on the district's web site. (20 USC 6311)

(cf. 1113 - District and School Web Sites)

As necessary based on the results of this evaluation, the Board may require the Superintendent or designee to review and revise any of the school's reform plans, including the school's Single Plan for Student Achievement, allocate additional resources toward the implementation of the plan, and/or require more frequent monitoring of the school's progress in order to raise student achievement.

Legal Reference:
EDUCATION CODE
35256 School accountability report card
53200-53203 Persistently lowest achieving schools
53300-53303 Parent Empowerment Act
64000 Categorical programs included in consolidated application
64001 Single school plan for student achievement, consolidated application programs
CODE OF REGULATIONS, TITLE 5
11992-11994 Persistently dangerous schools, definition
4800-4808 Parent Empowerment petitions
UNITED STATES CODE, TITLE 20
1232g Family Educational Rights and Privacy Act
6301 Title I program purpose
6311 State plan; state and local educational agency report cards
6312 Local educational agency plan
6313 Eligibility of schools and school attendance areas; funding allocation
7912 Persistently dangerous schools

UNITED STATES CODE, TITLE 29
794 Section 504 of the Rehabilitation Act
CODE OF FEDERAL REGULATIONS, TITLE 34
99.1-99.67 Family Educational Rights and Privacy
200.49-200.51 State responsibilities
200.52-200.53 District improvement

Management Resources:
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Every Student Succeeds Act 2016-17 School Year Transition Plan, April 2016
FEDERAL REGISTER
Final Rule and Supplementary Information, October 29, 2008. Vol. 73, No. 210, pages 64436-64513
U.S. DEPARTMENT OF EDUCATION PUBLICATIONS
Transitioning to the Every Student Succeeds Act (ESSA): Frequently Asked Questions, rev. May 4, 2016
WEB SITES
CSBA: http://www.csba.org
California Department of Education, Program Improvement: http://www.cde.ca.gov/ta/ac/ti/programimprov.asp
U.S. Department of Education: http://www.ed.gov

(7/04 3/09) 7/16

Administrative Regulation

Title I Program Improvement Schools

AR 0520.2

Philosophy, Goals, Objectives and Comprehensive Plans

~~***Note: The following administrative regulation reflects the requirements of federal and state law for Title I schools that were identified by the California Department of Education (CDE) for program improvement (PI) for failing to make "adequate yearly progress" for two or more consecutive school years. Until a new system of school support and improvement is implemented beginning in the 2017-18 school year pursuant to 20 USC 6311, as amended by the Every Student Succeeds Act (ESSA) (P.L. 114-95), PI schools are required to implement the same interventions in the 2016-17 school year as were required in the 2015-16 school year, with specified exceptions. Districts are no longer required to offer intradistrict transfers to students in schools in Year 1 PI and beyond, to provide supplemental educational services by an approved provider in schools in Year 2 PI and beyond, or to issue certain notifications. See the U.S. Department of Education's Transitioning to the Every Student Succeeds Act (ESSA): Frequently Asked Questions (May 2016) and the CDE's Every Student Succeeds Act 2016-17 School Year Transition Plan (April 2016).***~~

Year 1 Program Improvement

For any district school in its first year of program improvement (PI), the Superintendent or designee shall implement a school improvement plan that was approved by the Governing Board.

(cf. 6171 - Title I Programs)

The Superintendent or designee shall ensure that the school receives technical assistance from the district, California Department of Education (CDE), an institution of higher education, a private organization, an educational service agency, or another entity with experience in helping schools improve academic achievement, including assistance in:

1. Analyzing data from state assessments and other examples of student work to identify and address problems in instruction and/or problems in implementing Title I requirements pertaining to parent involvement, professional development, or school and district responsibilities identified in the school plan

2. Identifying and implementing professional development, instructional strategies, and methods of instruction that are derived from scientifically based research and

that have proven effective in addressing the specific instructional issues that caused the school to be identified for PI

3. Analyzing and revising the school's budget so that the school's resources are more effectively allocated to the activities most likely to increase student achievement and remove the school from PI status

(cf. 3100 - Budget)

Year 2 Program Improvement

For any district school in its second year of PI, the Superintendent or designee shall continue to implement the school improvement plan and to provide for technical assistance in accordance with the section "Year 1 Program Improvement" above.

In addition, the Superintendent or designee shall arrange for the provision of alternative supports to eligible students from low-income families, as described below in the section "Alternative Supports."

Year 3 Program Improvement: Corrective Action

After the second full school year after identification for PI, the Superintendent or designee shall continue to implement all elements of Year 1 and Year 2 PI specified above, as well as the corrective action(s) determined by the Board, which may include:

1. Replacing school staff relevant to the failure

(cf. 4113 - Assignment)
(cf. 4114 - Transfers)
(cf. 4314 - Transfers)

2. Implementing a new curriculum and related professional development

(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)
(cf. 6141 - Curriculum Development and Evaluation)

3. Significantly decreasing management authority at the school level

4. Appointing an outside expert to advise the school

5. Extending the school year or school day for the school

(cf. 6111 - School Calendar)
(cf. 6112 - School Day)

6. Restructuring the internal organization of the school

Year 4 Program Improvement and Beyond: Restructuring

For any school in Year 4 of PI or beyond, the Superintendent or designee shall continue to implement all elements of Year 1 and Year 2 PI specified above, as well as one of the following options for alternative governance and restructuring, as determined by the Board:

1. Reopening the school as a charter school

2. Replacing all or most of the school staff relevant to the failure

3. Entering into a contract with an entity with a demonstrated record of effectiveness to operate the school

4. Turning the operation of the school over to the CDE

5. Instituting any other major restructuring of the school's governance arrangements that makes fundamental reforms

Alternative Supports

~~***Note: The following section should be revised to reflect district practice. P.L. 114-95 repealed 20 USC 6316 which had required Title I schools identified for Year 2 PI, corrective action, or restructuring to provide eligible students with supplemental educational services from an approved service provider. In accordance with the CDE's Every Student Succeeds Act 2016-17 School Year Transition Plan (April 2016), the CDE has elected to instead require the provision of alternative supports, defined and administered by the district, to eligible students beginning with the 2016-17 school year. The following section is consistent with the CDE's transition plan. Also see BP 6179 - Supplemental Instruction.***~~

In any school identified for Year 2 PI or beyond, eligible students from low-income families shall be offered district-selected alternative supports designed to improve their academic achievement. Alternative supports may include, but are not limited to, any of the following:

1. Academic support offered during school hours, before school, after school, during intercession, and/or during summer learning programs

(cf. 5148.2 - Before/After School Programs)
(cf. 6176 - Weekend/Saturday Classes)
(cf. 6177 - Summer Learning Programs)
(cf. 6179 - Supplemental Instruction)

2. Small group instruction and/or pull-out interventions offered during the regular school day

3. Interventions offered during After School Education and Safety or 21st Century Community Learning Center programs

4. High quality academic tutoring

5. Provision of supplemental materials that support alternative support services

6. Provision of a crisis, intervention, and/or academic counselor to meet with eligible students

7. Services and programs that remove barriers to promote academic achievement of eligible students

The types of alternative supports and the criteria used to identify eligible students may be included in the district's local control and accountability plan and shall be consistent and aligned with local priorities.

(cf. 0460 - Local Control and Accountability Plan)

If the district contracts with outside entities or community partners to provide alternative supports to eligible students, the Superintendent or designee shall ensure that no electronic device or other items of value are given, retained, or used as an incentive or achievement award and that funds are expended only on direct services to eligible students.

The district shall set aside a reasonable amount of Title I, Part A funds for alternative supports. Whenever the district does not have sufficient funds to serve all eligible students, it may give priority to the lowest achieving PI schools or the lowest achieving eligible students attending a PI school. The Superintendent or designee may identify the lowest achieving eligible students based on assessment scores, grades, teacher evaluations, or another locally defined measure.

Board Policy

Title I Program Improvement Districts

BP 0520.3

Philosophy, Goals, Objectives and Comprehensive Plans

~~***Note: The following optional policy is for use by districts that receive federal Title I funds and have been identified for districtwide program improvement (PI) by the California Department of Education (CDE) for failure to make "adequate yearly progress" for two or more consecutive years.***~~

~~***Note: As amended by the Every Student Succeeds Act (ESSA) (P.L. 114-95), 20 USC 6311 provides for a new system of support and improvement activities for Title I schools and districts beginning in the 2017-18 school year. Until the new system is in place, the CDE's Every Student Succeeds Act 2016-17 School Year Transition Plan (April 2016) requires that districts previously identified for PI must continue to implement their improvement plans and fulfill the requirements described in this policy.***~~

~~***Note: See BP/AR 0520.2 - Title I Program Improvement Schools for requirements pertaining to individual schools identified for PI or for single school districts.***~~

The Governing Board desires to continuously improve educational programs and district operations to enable all students to achieve proficiency. The Superintendent or designee shall ensure the implementation and coordination of all district improvement plans and shall annually report to the Board regarding the district's performance in making progress toward student achievement standards.

(cf. 0460 - Local Control and Accountability Plan)
(cf. 0500 - Accountability)
(cf. 0520.2 - Title I Program Improvement Schools)
(cf. 6011 - Academic Standards)
(cf. 6162.51 - State Academic Achievement Tests)

The district shall implement all actions required for Title I program improvement (PI) as required by law and the California Department of Education (CDE).

~~***Note: Education Code 52055.57 requires districts in Year 1 of PI to conduct a self-assessment using materials and criteria provided by the CDE. Among the tools required by the CDE is the District Assistance Survey, which assesses how the district supports its schools in the areas of standards-based curriculum, instruction, and assessment; professional development; human resources; data~~

~~systems, data analysis, and ongoing monitoring; parent and community involvement; fiscal operations; and governance and leadership. PI districts are also required to complete the English Learner Subgroup Self Assessment and the Inventory of Services and Supports for Students with Disabilities to analyze the needs of English learners and students with disabilities. The CDE's Academic Program Survey may be used to provide school-level information on the extent to which the school is providing a coherent instructional program to support student achievement. These tools are available on the CDE's web site.***~~

The development of district improvement strategies shall be based upon the results of a self-assessment conducted with state program assessment tools that identify specific problems contributing to low student achievement.

Each year that the district is in PI status, it shall:

~~***Note: Requirements for districts in any year of PI include review and revision of the district's Title I local educational agency (LEA) plan. The CDE recommends that districts develop an addendum to the LEA plan rather than revising the entire plan and has developed a template for this purpose, available on the CDE's web site. The template indicates that the addendum must be approved by the Governing Board and sent to the CDE.***~~

~~***Note: According to the CDE's Every Student Succeeds Act 2016-17 School Year Transition Plan (April 2016), the separate LEA plan will be transitioned out at the end of the 2016-17 school year and, beginning in the 2017-18 school year, state and federal planning requirements will need to be met through the district's local control and accountability plan and the consolidated application reporting system.***~~

1. Review the Title I local educational agency (LEA) plan and, as needed, revise the plan. Revisions may be made in an addendum to the existing plan. The revised LEA plan or plan addendum shall be approved by the Board and electronically submitted to the CDE.

(cf. 6171 - Title I Programs)

2. Reserve and spend at least 10 percent of its Title I, Part A allocation to provide high-quality professional development for instructional staff

(cf. 4131 - Staff Development)
(cf. 4331 - Staff Development)

~~***Note: Districts in Year 3 of PI or beyond are subject to corrective actions as recommended by the Superintendent of Public Instruction and approved by the~~

~~State Board of Education (SBE). Pursuant to Education Code 52055.57, the SBE must choose at least one of the following sanctions: (1) replacement of district staff who are relevant to the district's inability to make adequate progress; (2) removal of individual schools from the district's jurisdiction; (3) appointment of a trustee to administer the district; (4) abolishment or restructuring of the district; (5) implementation of a new curriculum based on state content and achievement standards, including provision of research-based professional development for all relevant staff; (6) deferment of programmatic funds or reduction of administrative funds; and (7) in conjunction with any of items #1-6, authorization for students to transfer to a higher performing school in another district and to be provided transportation. In addition, the SBE may require the district to contract with a district assistance and intervention team.***~~

In addition, during Year 3 of PI or beyond, the Board shall cooperate with the Superintendent of Public Instruction and the State Board of Education (SBE) in the identification and implementation of appropriate corrective actions. As applicable, the district shall implement the recommendations of the district assistance and intervention team (DAIT) that has been assigned to assist the district pursuant to Education Code 52055.57.

The Superintendent or designee shall submit to the CDE an annual report regarding the district's evidence of progress, including a summary description of the district's progress toward implementing the strategies in the LEA plan, an analysis of the district's progress toward student achievement goals in the LEA plan based on state or local assessment data, and documentation that the Board has been notified of the report.

In the event that the district is required to appear before the SBE within Year 3 of PI to review the district's progress, the Superintendent or designee, the DAIT, and/or the County Superintendent of Schools shall provide testimony and written data sufficient for the SBE to determine whether an alternative corrective action is needed. (Education Code 52055.57)

Legal Reference:
EDUCATION CODE
52055.57-52055.59 Districts identified or at risk of identification for program improvement
52059 Statewide system of school support
UNITED STATES CODE, TITLE 20
6301 Title I program purpose
6311 State plan
6312 Local educational agency plan

6321 Fiscal responsibilities

Management Resources:
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Every Student Succeeds Act 2016-17 School Year Transition Plan, April 2016
Local Educational Agency Program Improvement Plan Addendum Template, rev. April 2016
WEB SITES
CSBA: http://www.csba.org
California Department of Education, Program Improvement: http://www.cde.ca.gov/ta/ac/ti/programimprov.asp
U.S. Department of Education: http://www.ed.gov

(11/05 11/08) 7/16

WCESD BOARD OF TRUSTEES

ITEM NO. V.A.6
DATE: February 14, 2017

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) Rural School Bus Pilot Project Application (RSBPP)**
b) Category 2 E-rate Funding available for Technology Improvements**
c) CalSTRS and CalPERS Contribution Rates Overview 2017-18**

North Coast Unified Air Quality Management District
Rural School Bus Pilot Project
Application Package

According to the US EPA, more than half of today's school buses have been in service for over a decade. These older school buses emit twice as much pollution per mile as a semi-truck. Consequently, health risks for students, especially younger children, increase significantly because their respiratory systems are still developing. The main goal of this grant program is accelerating the turnover of California school bus fleets to lower carbon transportation choices, especially in rural school districts who have less access to other funding sources.



Application Process

The application process takes place in two-phases. Application Part A collects basic information about the applicant and desired technology type. This application is used for initial project ranking and selection. Application Part B requires in-depth information about the new school bus selected and required documentation. Part B is only sent to applicants initially selected for funding. The two-part application process was intended to limit the burden on the applicant and the school bus vendors/dealers.

Applicants must complete this application (Application Part A) and return it to the North Coast Unified Air Quality Management District (NCUAQMD) during the open application period, March 1, 2017 through March 30, 2017.

Please submit the application using the online application submittal page listed below:

http://www.ncuaqmd.org/index.php?page=rural.school.bus

Applications may also be accepted by mail (post marks accepted) or emailed. Faxed Applications will not be accepted.

Applications may be mailed to:
NCUAQMD
Attn: Rural School Bus Pilot Project
707 L Street
Eureka, CA 95501

Or Emailed to:
esquire@ncuaqmd.org
Subject: Rural School Bus Pilot Project

Please be aware: You may not change technology type of the New School Bus once you have submitted an application.

Eligible Applicants Include:

- California Public School Districts
- California Public Charter Schools
- Joint Power Authorities (JPA's)
- County Offices of Education
- Division of State Special Schools of the State Department of Education

To be Eligible, applicants must own their own school bus which must be 20 years old or older.

Project Types

Applicants may select from one of the following project types:

- Fleet expansion for zero-emission school buses
- Bus replacement for conventional fuel school buses with a hybrid or internal combustion engine. These projects will require the use of renewable fuel types.

Applicants selecting all-electric projects will be allowed to apply for up to three school buses, while projects using renewable fuel will be allowed one school bus per School District. A separate application must be completed for each school bus.

New School Bus Technology	Maximum Funding Level
Hybrid and combustion engine school buses and available incremental renewable fuel costs	$165,000 (includes school bus, taxes, and incremental renewable fuel costs)
Zero-emission school buses	$400,000
Electric school bus infrastructure	$5,000

Rural School Bus Pilot Project
Application Part A

Applicant Information

School District or JPA:	Contact Name, Title:	
Mailing address:		
City:	State:	Zip Code:
Physical address:		
City:	State:	Zip Code:
School or JPA Phone:	Contact Phone:	
Local Air District:	Email Address:	
Type of Applicant: □ Public School District □ Charter School District □ JPA □ County Office of Education □ Division of State Special Schools of the State Department of Education		

New School Bus Technology Type

Technology Type applying for : □ Zero-Emission □ Hybrid or Internal Combustion Engine Using Renewable Fuel	
Zero-Emission Projects: Are you applying for infrastructure costs: ○Yes ○ No Have you verified this technology will work for your route: ○Yes ○ No	
Hybrid or Internal Combustion Engine Projects: What Fuel type will you be applying for: □Diesel □CNG □Propane Have you verified the availability of RENEWABLE FUEL: ○Yes ○ No	
Total Grant Funding Requested: $	

Funding Disclosure

Has the engine or vehicle in this application been considered for or awarded replacement funding from another public agency? ○Yes ○ No
If Yes, please give the Agency name, status of application and funding amount requested:

Baseline School Bus ("old school bus")

Vehicle Identification Number (VIN):		School Bus Type:
Vehicle Manufacturer:	Model:	Year:
Gross Vehicle Weight Rating (GVWR):	License Plate Number:	Fuel Type:
Name of Registered Owner:		Horse power:
Engine Manufacturer:	Engine Model:	Engine Year:
Engine Serial Number:	Current Odometer Reading:	Is this school bus currently CHP Certified: □Yes □ No
School Bus Storage Address:		
Miles Traveled Last School Year:	Total Engine Mileage: (if different from Current Odometer Reading)	

I hereby certify that all information provided in this application are true and correct. I understand that this application is for evaluation purposes only and does not guarantee project funding. I certify that to the best of my knowledge, the information contained in this application and in any documentation accompanying this application or submitted in furtherance of this application is true and accurate. I certify that I have the legal authority to apply for funding on behalf of the applicant entity and that I am authorized to sign this application on behalf of applicant.

Printed name of representative:	Title:
Signature of representative:	Date:

Eligibility Criteria and Program Requirements

Baseline "Old School Bus":

- Chassis must be 20 years old or older (non-engine portion of the bus)
- Must be owned by the applicant
- Gross Vehicle Weight Rating (GVWR): greater than 14,000 pounds GVWR
- Current CHP Certification
- For Hybrid and Internal Combustion projects, the old school bus is required to be dismantled. Dismantled means the old school bus is permanently and irreversibly incapable of functioning as originally intended.
- For zero-emission school bus projects, the old school bus is required to be designated as a back-up school bus.

New School Bus:

- All new school bus engines must be certified by the ARB for sale in California, comply with durability and warranty requirements, and be the current model year available.
- New school buses must be delivered and operational no later than February 1, 2020.
- New school buses purchased under this program must be operated and maintained according to the manufacturer's warranty specifications.
- New school buses must be owned and operated by the grant recipient for a minimum of three (3) years.
- New school buses must receive CHP Safety Certification before being placed in active service.
- For hybrid or internal combustion engines projects, grant recipient must purchase enough renewable fuel to power the bus for the mileage accumulated during the three year project life.
- New school buses with internal combustion engines are eligible for replacement funding if the engine's emissions are less than or meet the following criteria:

New School Bus Emission Standards	
NOx	PM
0.20 g/bhp-hr*	0.01 g/bhp-hr*
*grams per brake horsepower-hour	

Project Evaluation and Selection Process

All projects must meet the minimum requirements stated in the Air Quality Improvement Program (AQIP) and Low Carbon Transportation Investments (LCTI) from the Greenhouse Gas Emission Reduction Fund Rural School Bus Pilot Project (RSBPP) Grant Agreement. This document can be found on the NCUAQMD website at the address below:

http://www.ncuaqmd.org/index.php?page=rural.school.bus

Applications received will be ranked based on the size of the air district they are located in, age of the old school bus, and mileage of the old school bus. Projects will be selected in order of their ranking, until funding has been exhausted. Priority ranking is given to school districts located within the boundaries of a small air district, as defined by the California Air Pollution Control Officers Association (CAPCOA). A listing of Air Districts are available here:

http://www.ncuaqmd.org/files/List%20of%20Air%20Districts.pdf

Application Part B

If initially selected for funding, applicants will be required to complete Application Part B within 30 days, and submit it to the NCUAQMD. Application Part B will require the following documentation to be considered a complete application:

- ☐ Board Resolution: A resolution from the school district or JPA governing board authorizing submittal of the application and identifying the individual authorized to implement and administer the project.
- ☐ A Copy of the current CHP Safety Certification (CHP form 292)
- ☐ A Copy of Current DMV School Bus Registration
- ☐ A Photo of the School Bus Manufacturers ID Tag clearly showing the VIN and GVWR
- ☐ A Photo of the Engine Serial Number
- ☐ A Vendor Quote for the New School Bus
- ☐ Proof of Availability of Renewable Fuel (if applicable)
- ☐ An installation and material quote for electric charging infrastructure (if applicable). Installation quote must include the contractor's license number.
- ☐ ARB Executive Order showing new school bus engine meets required emission criteria (if applicable)

Once the information provided in Application Part B has been verified, the applicant will be required to enter into a 3-year agreement with the NCUAQMD. Agreements must be signed by both parties before the applicant may order a new school bus.

Failure to comply with this requirement will disqualify the applicant. A violation of any agreement term or condition may require the grant recipient to repay all or a portion of the grant award.

Post-Award Process

1. The grant recipient will have 30 calendar days from execution of the contract to place a purchase order for the new vehicle and/or equipment. The grant recipient must submit a copy of the purchase order(s) to the NCUAQMD within 10 days of submitting the purchase order(s). Failure to provide a purchase order within 10 days may result in termination of the grant award and agreement.
2. The grant recipient must provide a written notification to the NCUAQMD of new school bus delivery, within 10 days of receiving the new school bus.
3. The grant recipient will be required to complete and submit a Dismantler Certification Form (if applicable) and Reimbursement Request Form with required documentation and photos, within 60 days of receiving the new school bus.
4. The NCUAQMD will complete submittals within 10 days of receipt, and payment for complete projects will be made within an additional 10 days, provided all requirements for payment have been met.

Annual Reporting Requirement

Grant recipients will be required to submit annual reporting to the NCUAQMD at 12, 24, and 36 month intervals, after the new school bus has been put into active service. The school bus will be considered in "active service" on the date the new school bus receives CHP certification. The grant recipients will be required to report the following information: mileage (odometer reading), maintenance, CHP certification status, renewable fuel quantities purchased and costs, at minimum. **The District will require the grant recipient to record the odometer reading of the new school bus at two dates each year: 1) The anniversary date the new school bus was placed into active service; and 2) On December 31st of each year**.

Renewable fuel purchase quantities will be verified using information and documentation provided with the required annual report. The grant recipient may request funds for incremental renewable fuel costs when they submit annual reporting. Requests must be received no later than March 15, 2020. Incremental renewable fuel costs accrued after this date are the sole responsibility of the grant recipients.

Questions?

If you have any questions or would like any additional information please contact the NCUAQMD by email at esquire@ncuaqmd.org or by phone at (707) 443-3093.

CAPITOL ADVISORS GROUP, LLC

Governor's Budget 2017-18

OTHER KEY BUDGET ISSUES AND PROGRAMS

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Rising Pension Costs: What has changed?

- Market conditions
  - Last year, both CalSTRS and CalPERS experienced investment returns of nearly 0%
  - Analysts predicting greater economic uncertainty and lower yields
  - The investment risks required to meet 7.5% return are either impractical or impossible
- Demographic changes
  - Longer life expectancy is increasing future benefit costs
- Fund sustainability
  - Increased risk of negative cash flow and inability to meet long-term obligations

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Rising Pension Costs: Key Actions

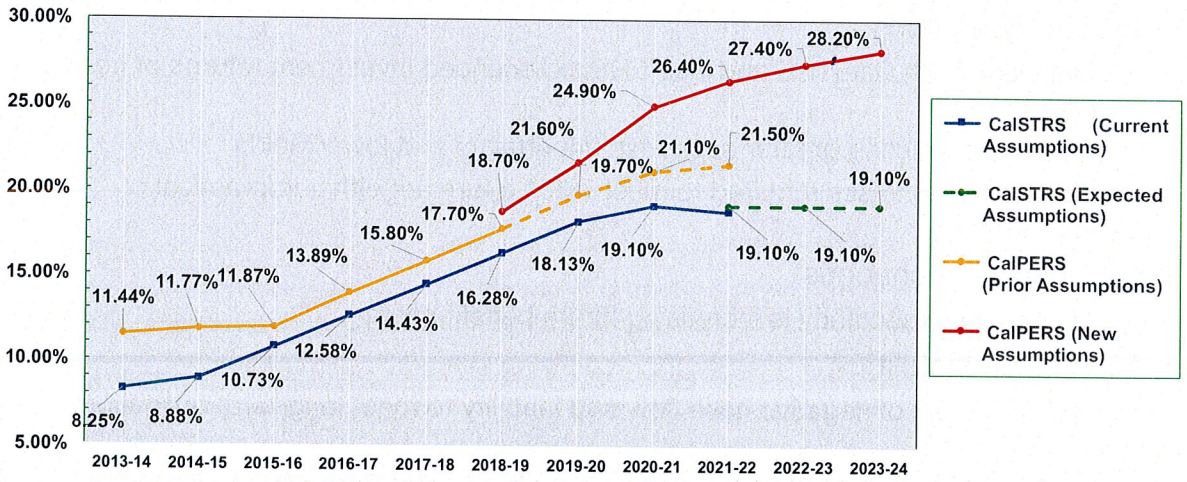
- In December 2016, the **CalPERS** board voted to decrease the assumed rate of return ("discount rate") from 7.5% to 7.0%, which will lower CalPERS's funding level and cause contribution rates to increase
- In response to stakeholders, implementation of the new discount rate will be deferred by one year and, thereafter, phased-in:

Fiscal Year	Discount Rate	Delayed Effect
Current FY	7.50	7.50
2017–18	***7.375***	7.50
2018–19	***7.25***	***7.375***
2019–20	***7.00***	***7.25***
2020–21	7.00	***7.00***

- Change will impact employer contribution rate starting in 2018-19

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CalSTRS and CalPERS Contribution Rates



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Rising Pension Costs: 2017-18 Budget Act

- Contribution rate increases for 2017-18 will exceed our Prop. 98 increase

	Employer Rate Change	Total Change
CalPERS	From 13.888% to 15.8%	$231.3 million**
CalSTRS	From 12.58% to 13.43%	$523.3 million*
Total		$754.6 million

- Annual retirement contributions for school employers will increase by more than $3.57 billion in the next seven years
- In November (before CalPERS changed its discount rate), the LAO forecasted the impact of rate increases, plus compensation growth:
  - "Compared with 2013–14 levels, total district contributions to CalSTRS and CalPERS are anticipated to be nearly $6 billion higher annually by 2020–21. (Of this total cost increase, about 70 percent relates to CalSTRS.)"

* Assumes no change in compensation growth

** CalPERS projection includes K-12 and Community Colleges

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Rising Pension Costs: Issues to watch in 2017

- Adoption of new CalSTRS assumptions (likely next month)
- CalPERS
  - Two more opportunities to impact contribution rates:
  - Risk Mitigation Strategy – Further lowers discount rate in good years
  - Asset Liability Management process – Quadrennial review of market forecast, fund status, and key assumptions.
- California Supreme Court
  - Will clarify whether pension benefits can be modified for active members
  - The facts of each case pertain to PEPRA rules (calculating pensionable compensation, purchase of "airtime," post-retirement COLA adjustments, etc.)
  - Likely awaiting one more appellate decision before CA Supreme Court hears arguments

WCESD BOARD OF TRUSTEES

ITEM NO. V.B.1
DATE: February 14, 2017

SUBJECT TITLE: ADA/ENROLLMENT REPORT (report generated 2/07/17)

Action _____ Discussion _____ Information ___√___

BACKGROUND

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

CONSIDERATION

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

Enrollment by Teacher
Period Ending 02/14/2017
Month 7

Teacher	*Grade Level(s)*	*# of Students*	*YTD ADA*
Davis	K	30	28.43
Smith	TK	11	10.86
Smith	K	17	16.27
Partlow	1	24	22.43
Schaffer	1	25	23.46
Pallas	2	21	20.31
Sweet	2	21	19.44
Espinosa	3	20	18.96
Hefley	3	20	19.17
Owens	3	19	18.48
Brotnov	4	25	23.37
Lyles	4	25	22.67
Barker	5	23	22.26
Hawkins	5	23	21.96
Martinez	6	22	20.61
Gray	6	22	21.02
Green	7	17	15.73
Showalter	7	17	15.89
Marquez	8	24	20.82
Galleano	8	23	20.98
Taylor	K-8 SDC	9	8.01
TOTALS:		438	411.13

WCESD BOARD OF TRUSTEES

ITEM NO. V.B.2
DATE: February 14, 2017

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.

ACTION ITEMS

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

DATE: February 14, 2017

SUBJECT TITLE: San Joaquin Valley Purchasing COOP

Action √ Discussion _____ Information _____

RECOMMENDATION:

Ratify Washington Colony's participation as a member of the San Joaquin Valley Purchasing COOP & Code of Conduct and Procurement Procedures for 2016 – 2017.

BACKGROUND

Washington Colony Elementary School District is a member of the San Joaquin Valley Purchasing COOP out of the 27 Fresno County area school districts. Our school cafeteria must follow the Code of Conduct and Procurement Procedures for 2016-17 annual renewal of services. For All purchasing activities, members must be in compliance with the specific ethical standards stated in the Bylaws including gratuities, favors, gifts, organizational conflict of interest, the statement of economic interest, bid procedures, bid evaluation process and timelines.

CONSIDERATION:

Consider ratification of Washington Colony's annual renewal participation as a member of the San Joaquin Valley Purchasing COOP & Code of Conduct and Procurement Procedures for 2016 – 2017. COOP information follows for your review. Irene Keener, Food Service consultant for Washington Colony Elementary School District will be providing additional information at the Board meeting.

SAN JOAQUIN VALLEY PURCHASING COOP

CODE OF CONDUCT AND PROCUREMENT PROCEDURES

SY 2016-2017

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MEMBER LIST SY 2016-2017

1	**Alview Dairyland School District**
	Mary Derryberry
	12861 Avenue 18- 1/2
	Chowchilla, CA 93610
	559-665-2394
	559-665-7347 Fax
	derryberrym@chowchillahigh.com
2	**Armona Union Elementary School District**
	Loretta Frasquillo Cell: 505-264-4925
	P.O. Box 368
	Armona, CA 93202
	559-583-5000 Ext 1060
	559-583-5004 Fax
	lfrasquillo@armona.k12.ca.us
3	**Ballico-Cressey School District**
	Raul Torres
	11818 Gregg Street
	Ballico, CA 95303
	209-394-9426
	209-632-8929 Fax
	rtorres@ballicocressey.com
4	**Burrel Union Elementary School (New 2017/2018)**
	Kamaljith Cobian
	559-866-5634
	kcobian@burrel.k12.ca.us

5	**Central Union School District**
	Susan Giles Lead District
	15783 18th Ave
	Lemoore, CA 93245
	559-925-2611
	559-924-1153 Fax
	giles@central.k12.ca.us
6	**Chowchilla Elementary School District**
	Bill Dunlavy 16/17 Bid Doc Coord
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	Chowchilla, CA 93610
	559-665-8027
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7	**Chowchilla Union High School/Alview Dairyland**
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8	**Dos Palas-Oro Loma Joint Unified SD**
	Rhonda Sullivan
	2041 Almond ST
	Dos Palos, CA 93620
	209-392-0291
	209-392-8213 Fax
	rsullivan@dpol.net

9	**Golden Plains Unified School District**
	Anita Rodriguez
	8535 S. 9th St.
	San Joaquin. CA 93600
	559-790-8202
	arodriguez2@gpusd.org
10	**Golden Valley Unified School District**
	James Howard
	1220 Road 36
	Madera, CA 93636
	559-645-3500 ext. 3001
	559-645-3531 Fax
	jhoward@gvusd.org
11	**Hanford Elementary School District**
	Anneliese Roa
	924 Katie Hammond Lane
	Hanford, CA 93232
	559-585-3632
	559-585-2261 Fax
	aroa@hesd.k12.ca.us
12	**Hanford Joint Union High School District (New 2017/2018)**
	Brooke Stockton
	823 West Lacey Boulevard
	Hanford, CA 93230
	559-583-5901
	559-589-9769 fax
	bstockton@hjuhsd.k12.ca.us

13	**Island Union School District**
	Sherrie Paul 2016/2017 Secretary
	7799 - 21st Ave.
	Lemoore, CA 93245
	559-924-6424 or 559-514-4223 (cell)
	559-924-0247 Fax
	sherriepaul@island.k12.ca.us
	dianeaugusto@island.k12.ca.us
14	**KCAO**
	Janice Augusto
	1130 N. 11th Ave
	Hanford CA 93230
	816-5462
	559-582-4128 Fax
	jaugusto@kcao.org
15	**Lakeside Union Elementary School District (New 2017/2018)**
	Shirley Avila
	9100 Jersey Ave.
	Hanford, CA 93230
	559-582-2868
	559-582-7638 fax
	savila@kings.k12.ca.us
16	**Lemoore Union High School District**
	Debra Wenzel
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	559-924-6619 Fax
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17	**Mariposa Unified School District**
	Tammi Richards
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	Mariposa, CA 95338
	209-742-0364
	209-966-8441 Fax
	tarichards@mcusd.org
18	**McSwain Union Elementary School District**
	Danielle Lightner
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	Merced CA 95340
	209-354-2700 Ext 708
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19	**Mendota Unified School District**
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	Michael Porras
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	Mendota, CA 93640
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	559-655-4944 Fax
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	mporras@mendotaschools.org
20	**Merced Union High School District**
	2130 Spacecraft Drive
	Atwater, Ca 95301
	209-325-2213

21	**Pacific Union School District (New 2017/2018)**
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	Vanda Galvan
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	Fresno, CA 93725
	559-834-2533
	officequeen@att.net
22	**Raisin City Elementary**
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	6425 W. Bowels Ave
	Raisin City, CA 93652
	559-233-0128
	achoza@raisincity.k12.ca.us
23	**Reef-Sunset Unified School District**
	Dee Clements
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	Avenal, CA 93204
	559-386-9083 Ext 1095
	559-386-1744 Fax
	dclements@rsusd.org
24	**Riverdale School District**
	Tina Fulford
	P.O. Box 1058
	Riverdale, CA 93656
	559-867-8612
	559-867-4578 Fax
	tinafulford@rjusd.org

25	**Sanger Unified School District**
	Jannette Garcia 2016-2017 Chair
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	jannette_garcia@sanger.k12.ca.us
26	**Tulare County Early Childhood Educational Program**
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	559-651-3802 Fax
	framos@cc.tcoe.org
	edelado@cc.tcoe.org
27	**Washington Colony Elementary**
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SAN JOAQUIN VALLEY PURCHASING COOP

PROCEDURE TITLE	BY-LAWS
EFFECTIVE DATE	08/31/2016
APPROVED BY	SJVP COOP Members

REVISION HISTORY

REVISION NUMBER	DATE	COMMENTS
	6/96;	**Initial**
	6/98;	**Revised**
	11/99;	**Revised**
	5/04;	**Revised**
	11/04;	**Revised**
	03/05;	**Revised**
	9/06;	**Revised**
	9/07;	**Revised**
	10/12;	**Revised**
	11/15,	**Revised**
	9/16	**Revised**

A number of Child Nutrition/Food Service Officials, herein after will be referred to as member, have agreed to purchase food and supplies in cooperative bidding for mutual benefit, and refer to the group as the SAN JOAQUIN VALLEY PURCHASING CO-OP, herein after referred to as the Co-op.

RULES AND GUIDELINES

1. The Co-op meets as needed to mutually determine items to bid and to assign specific tasks to each member.

2. The Co-op Executive Committee will consist of the Chairperson, Co-Chairperson, Secretary, Liaison, RFP Document Chair, and RFP Document Co-Chair.

   The Chairperson is designated each school year. The Chairperson conducts meetings, keeps order, coordinates functions, and plans the agenda.

   The Co-Chairperson is elected for a two-year term of service. The 2nd year, the Co-

Chairperson will be designated as the Chairperson requiring a new Co-Chairperson to be elected annually. The Co- Chairperson serves in the absence of the Chairperson, assists the Chairperson as needed and co-chairs the

The Secretary is elected for two school years. The Secretary takes minutes and e-mails to minutes prior to the next scheduled meeting. The Secretary will also keep attendance records of the participating members and be responsible for preparing and distributing bills for costs incurred by the Executive Committee members on behalf of the Co-op.

Liaison is elected for two school years. The Liaison will contact a distributor/vendor when an issue(s) arises between a vendor/distributor and member(s) after said member(s) has attempted to resolve the problem(s) first without a resolution. Such problems should be communicated with e-mail and should provide a detail description of unresolved vendor problem(s) along with a description of the unsuccessful attempts to a resolution. The Liaison is also responsible for communication between distributors/vendors and Co-op, to set up vendor meetings, relaying vendor concerns etc.

The IFP Documents Chair & Co-Chair are elected for two school years. They shall; E-mail next year's (July to June) usage volume sheets to all members and set the timeline for return. Communicate with Co-op members for clarifications and follow-up, tabulate usage volumes and ensure that accurate specifications are included. Send usage documents to Executive Committee for final review, combining usage sheets to send to distributors, advertising RFP opening, notifying distributors of awards consolidating awards, and other tasks involved with RFP documents. The IFP **C**o-Chair is responsible for assisting the RFP Chair as needed.

3. Once the IFB specifications have been prepared and approved by the majority of the Co-op, changes during the school year will be reviewed and approved by the Executive Committee Members on behalf of the Co-op. Exceptions to this rule may occur during vacation breaks when the RFP Document Chair and Co-chair may make decisions on behalf of the Executive Committee and the Co-op.

   Members must be able to communicate via e-mail. It is the responsibility of the member to ensure that their e-mail does not block communications from the San Joaquin Purchasing Co-op. Members must send and receive all documents electronically, as needed, to the correct Executive Committee Member.

4. Members are to be punctual for meetings and to notify the secretary if unable to attend a meeting.

5. The members agree to share ideas, suggestions and compromise for the benefit of the group.

6. Approval from the SJVP Co-op Members for perspective agencies is required for membership in the Co-op. Perspective new members must submit, in writing, a request to join the co-op. It must be submitted to the chairperson prior to February 1st for the upcoming fiscal year. The prospective new member must demonstrate a willingness to

accept the Co-op goals, by-laws, and guidelines and will be approved to join by three quarters vote of membership.

7. In the event a member determines its membership in the Co-op is no longer desirable, the member shall submit to the Chairperson, in writing a letter or via email, its intent to withdraw from the Co-op. The Co-op will expect the member to honor all distributor/vendor obligations for that current RFP year. Once the member has met their obligation(s) they will then be considered dropped from the Co-op.

8. The Co-op meetings shall operate under Robert's Rule of Order. Meeting shall operate under a Quorum of 1/3 of the enrolled members for the current year.

9. Each Board of Trustees shall designate annually, through its representative in writing, prior to advertising, the items to be purchased, the quantities and terms of shipment for their agency. It is understood that each of the representatives shall have the privilege of either joining in or not joining in the purchase of any items upon which RFPs are composed.

10. Vendors are not allowed to attend the Co-op meetings. With majority vote, meetings may be arranged to include vendors and/ or guests. The liaison will be responsible for arranging the vendor meeting.

11. Procurement: The Co-op must follow public procurement practices:

    a. Governance is from 2CFR Part 200, California Ed Code 45103.1, 45103.5, 49554, California Government Code 1090, 1097.5

    b. Co-op shall follow the developed Co-op Code of Ethics and Procurement Policy Manual.

12. Per the Co-op Code of Ethics and Procurement Policy Manual, the Co-op shall award the RFP(s) to responding vendors only at a scheduled Co-op meeting and following these steps:

    a. Each attending member is shown the Executive Committee Review Team (RT) documentation of vendor responses, to include:
        a. the IFB documents sent to vendors,
        b. the IFB advertisements,
        c. the bid opening agenda,
        d. the bid opening minutes and sign-in sheet,
        e. all IFB communications,
        f. the vendor response packets and
        g. the RT sign-off sheet.

    b. Each attending member receives the evaluation matrix tool and receives verbal directions on how to complete it,

    c. Each attending member reviews each vendor IFB response, paying particular attention to each required evaluation component using the evaluation tool.

d. Executive Committee members shall provide all documents and directions mentioned herein.

e. Each attending member completes an evaluation tool for each vendor and each particular purchasing category:

i. Frozen Foods
ii. Refrigerated Foods
iii. Dry/Canned Foods
iv. Non-Food Supply
v. Fresh Produce
vi. Fresh Bread
vii. Milks/Dairy Items
viii. other category(s) as determined by the majority of members present

f. The vendor awards shall be made only after all attending members' evaluation tool sheets have been physically tallied and verified. The meeting minutes will concisely state all results.

13. No member is allowed to withdraw from their obligation to honor the IFB once the Co-op has awarded the IFB. Members are responsible for meeting their usage obligation to the awarded distributor.

14. The cost of advertising IFBs and any other cost incidental to the advertising (which may include postage, printing, telephone and secretarial time) shall be equally divided between all participating members.

15. All communications concerning vendor IFB items, shall be made by the designee(s) on the Executive Committee. This will assist with uniform communications.

16. Minimum drops will be $500. Members unable to meet the $500 minimum drop, and are within 10 miles of an agency that can meet that requirement, may meet a minimum of $250. That member will make the necessary arrangement to assure that deliveries are on the same day as the agency meeting the requirement.

17. Each participating agency shall issue its respective agency requisitions and purchase orders, be billed and make payment to vendor/distributor, individually, for their respective portion of purchases made hereunder and under no circumstances shall any agency be responsible for payment on account of another agency's purchase hereunder.

18. Meetings are mandatory. In the event that a member does not contribute to the Co-op in attendance or division of workload, that agency may be terminated by three quarter majority vote of membership. One absence within one year with no notification may be grounds for termination of the membership. On the occasion of the one absence without notification, the secretary shall send a letter to the agency announcing the possibility of termination:

a. Any Membership may be terminated voluntarily by a member at any time upon notice to the Co-op.

b. Membership may be terminated involuntarily by three quarters majority vote of the membership board for knowingly, intentionally, repeatedly violating these bylaws after the owner is provided fair notice of the charges and an opportunity to respond in person or in writing.

Upon termination of ownership, all rights and interests in the Co-op shall cease immediately.

19. For the purposes of voting, each participating agency will be allowed one vote.

20. These rules and guidelines can be amended by three quarters vote of membership.

21. There will be a minimum of 250 cases of Frozen, 250 cases of canned and 100 cases of Paper for an item to be placed on the IFB list.

SAN JOAQUIN VALLEY PURCHASING COOP

PROCEDURE TITLE	CODE OF ETHICS
EFFECTIVE DATE	08/31/2016
APPROVED BY	

REVISION HISTORY

REVISION NUMBER	DATE	COMMENTS
	12/16/2016	**Initial**

All purchasing activities members must be in compliance with the following ethical standards:

Supplier Relations-

- Avoid the intent and appearance of unethical or compromising practice in relationships, actions, and communications.
- Refrain from any private business or professional activity that would create a conflict between personal interests and the interests of SJVP Co-op.
- Refrain from reciprocal agreements, which restrain competition.

Example: A Vendor tells you there is a special on whole grain-rich dinner rolls. He states the rolls meet the USDA whole grain-rich criteria. The rolls will only be offered at a special price on Thursday. To receive the special price, you will need to attend a luncheon hosted by the vendor and purchase the rolls during this time.

Gifts, Gratuities, and Gifts-

- SJVP Co-op members shall refrain from soliciting or accepting money, loans, credits, or prejudicial discounts, and the acceptance of gifts, entertainment, favors or services from

present or potential suppliers, which might influence, or appear to influence procurement decisions.

Legitimate Discounts, Rebates, or Credits-

- When SJVP Co-op members receive legitimate discounts, rebates, or credits from a distributor, they shall be taken directly off the invoice which can service as documentation.

Those regulations require vendors under cost reimbursable contracts to provide sufficient information to permit the SFA to identify allowable and unallowable costs, as well as the amount of all such discounts, rebates, and other applicable credits on invoices and bills presented for payment to the SFA (7 CFR 210.21(f), 215.14a (d) and 220.16 (e)) Refer to: USDA FNS Memo Code: SP 01-2011, Revised April 5, 2011: Reaffirming the Requirement that School Food Authorities Comply with Federal Regulations Affecting Rebates, Discounts, and Other Applicable Credits in All Cost Reimbursable Contracts which is available at: http://www.fns.usda.gov/schoolmeals/policy.

Confidentiality-

Providing confidential information of any kind to any person or entity that was not designated to be privy to that information is considered unethical. SJVP Co-op members shall follow the following confidentiality guidelines:

- Before contracts are awarded, distributors will submit sealed bids. The cost and pricing information in these bids may not be made public until after a decision has been made to award the contract.

- During the bidding process, SJVP Co-op members may not disclose information about the school district to a company unless the same information is given to all respondents. This information could give that company an unfair advantage in drafting its proposal.

Conflict of Interest-

- If circumstances arise that create a personal or professional conflict of interest, SJVP Co-op members or any individual involved in the conflict of interest should excuse themselves from the selection process.

The following are examples of what may be perceived as a conflict of interest for SJVP Co-op members in the decision making process:

  - The company bidding on a contract is owned by an SJVP Co-op member's personal friend, relative, or school board member.
  - SJVP Co-op member owns stock in the company.
  - SJVP Co-op member's friend or relative is an employee at the company in a position where they would profit from gaining the contract.

ETHICS COMPLIANCE

If a determination is made that the SJVP Co-op Code of Ethics has been violated by a member or participating agency during the competitive process or administration of a Cooperative contract, SJVP Co-op may take the following action(s) subject to approval by **a three-quarter-majority vote of the members present:**

If the situation involves the actions of a member:

1. Request a new Contract Administrator from the participating entity and/or:

2. Request that the offending individual be declared to have no standing regards SJVP Co-op contracts and representing his or her entity in it.

If the situation involves the actions or policies of an entity:

1. Request that the offending entity be restricted from use of the contract in question, or:

2. Request that the offending entity be suspended from participation in all SJVP Co-op contracts.

All actions described in this article must be presented to the Co-op member or entity in writing no less than ten (10) days prior to the meeting at which such actions would be considered.

SAN JOAQUIN VALLEY PURCHASING COOP

PROCEDURE TITLE	BIDDING AND PROPOSAL PROCEDURES
EFFECTIVE DATE	08/31/2016
APPROVED BY	

REVISION HISTORY

REVISION NUMBER	DATE	COMMENTS
	8/31/2016	**Initial**

A competitive sealed bidding process shall be used for all San Joaquin Valley Purchasing Co-op (SJVP Coop) bids. Invitation for Bid (IFB) will be advertised in appropriate media, and bid packets are mailed, and e-mailed to Vendor's. IFB packets are available for public viewing, and may be requested by telephone, email, or in writing by prospective bidders at any time prior to the bid opening.

The acquisition process will permit sufficient time to prepare the solicitation, advertise, hold pre-bid conference, determine the qualification of bidders, receive & open sealed bids, review bids, and award or withdrawal bids.

Communicating Requirements to the Vendor: The SJVP Coop will prepare the IFB to meet Federal, State, and Ed Code requirements (2 CFR, Section 200.318[c][1]). This will consist of the type of solicitation, terms of contract, product specifications, participating district members, delivery requirements.

Pre Bid Conference: Review necessary docs and allow vendor clarification on IFB documents, contract, delivery, solicitation documents.

Proposal Opening: Any interested party may attend bid openings. Each bid submitted will be reviewed for completeness of all required documents. Any submitted BIDS with missing documents shall have 48 business hours to submit the missing docs. The information provided at the bid opening where pricing information is contained in the solicitation response. All information is read aloud at bid openings, and does not determine the award.

Inappropriate Specifications: It is the responsibility of the bidder to inform the buyer when the specifications or other bidding requirements are faulty, unnecessary, or inhibit competition for an award. Inquiries concerning inappropriate specifications should be brought to the buyer's attention as soon as possible so that any valid issues can be addressed in an addendum An addendum serves to modify the original solicitation, and may affect specifications, quantities, selection criteria, and pricing. An addendum would be issued to all of the businesses currently reflected on the bid list. A vendor questioning the specifications or award criteria contained in a solicitation must raise such an objection, in writing, not less than 4 business days before the bid due date. The SJVP Co-op shall consider these concerns, and shall issue an addendum, if necessary, to clarify, modify, or cancel the solicitation. The SJVP Co-op may consider questions, but shall not be required to consider new information that is forthcoming prior to the execution of an award. Telephone conversations with any District Member of the coop are considered an undocumented communication, which do not waive or modify the requirements of a solicitation.

Bid Withdrawal: A bidder may request withdraw of an inadvertently erroneous bid in writing prior to the bid opening. Repeated withdrawal of bids before the bid deadline is an abuse of the purchasing process and may be grounds for debarment. Subsequent to bid opening, if a bidder has been determined the lowest responsive and responsible bidder and would be recommended for award, the Bid Document Coordinator may take whatever action is in the Coop's best interest regarding bid withdrawal. Requests for return of a bid after the opening will not be honored since the material is a recorded property of the Coops, and is therefore not returnable.

SAN JOAQUIN VALLEY PURCHASING COOP

PROCEDURE TITLE	IFB AWARDS EVALUATION POLICY
EFFECTIVE DATE	08/31/2016
APPROVED BY	

REVISION HISTORY

REVISION NUMBER	DATE	COMMENTS
	8/31/16	**INITIAL**

The San Joaquin Valley Purchasing Co-op (Co-op) shall evaluate and award vendors and distributors using a structured evaluation process. This will provide a competitive, objective and defensible process each time an IFB is awarded.

A. CO-OP OPENING PANEL

1. There shall be no less than (2) SJVP Co-op members present at the bid docs opening

2. Coop members must sign in on the *Coop Sign-in Sheet* with name, date, time and signature.

B. SUBMITTING VENDORS

1. For bids to be accepted, vendor must submit their packet on, or before the specified deadline.

2. If vendors wish to attend bid opening, they must sign in on the *Co-op Sign-in Sheet* with name, date, time and signature.

C. BID OPENING

1. Bids are opened
2. Each packet is reviewed for completeness
3. Information is documented on the *Bid Opening Summary Form*

San Joaquin Valley Purchasing Co-op
2017-18 Annual Renewal of Services

Member District: ***Washington Colony Elementary School Distrct***

Please check (✓) your response:

X	We plan to CONTINUE membership with The San Joaquin Valley Purchasing Co-op for SY2017-18.
	We do NOT plan to continue membership with The San Joaquin Valley Purchasing Co-op for SY2017-18.

Central Union School District is the Lead Agency of The San Joaquin Valley Purchasing Co-op (SJVP Co-op) with authority to contract for purchased foods and related services on behalf of Member Districts.

The parties agree as follows:

1. Both parties are responsible for compliance with USDA and the California Department of Education, Nutrition Services Division policies and regulations.
2. Member District agrees to abide by the current SJVP Co-Op By-Laws as approved by the Member Districts.
3. Member District shall read all correspondence from the SJVP Co-Op and respond promptly as indicated.
4. Member District shall maintain accurate contact information with the SJVP Co-Op to assure proper correspondence is maintained.
5. Member District agrees to complete the annual usage documents with accurate information, typically requested in February.
6. Member District agrees to verify contract pricing for purchased items they receive on bid, and monitor contract pricing throughout the school year. Reported discrepancies shall be addressed promptly with distributor and/or vendor.
7. Termination from the SJVP Coo-op shall be made in writing to the Lead Agency no later than February 1, to take effect June 30.
8. Fees are paid by Member District directly to the Lead Agency, and include shared cost of advertising of bids, printing, and postage. Member District agrees to remit promptly upon receipt of invoice.

9. Provide current contact information for two (2) individuals at your district/agency:

Nutrition Services Director/Kitchen Manager	
Name	**Rebecca Ortiz**
Title	**Kitchen Manager**
Telephone	**559-233-0706**
Email	**rebeccaortiz@washingtoncolony.org**

Additional Contact	
Name	**Maria Rodriguez**
Title	**Financial Service Secretary**
Telephone	**559-233-0706**
Email	**mariarodriguez@washingtoncolony.org**

By signing this, I certify that I am an authorized representative of the Member District and agree to adhere to the terms specified herein.

Member District	**Washington Colony Elementary School District**
Signature	Jesus H. Cruz
Print Name	**Jesus Cruz**
Title	**Superintendent**
Date	**January 10,2017**

Lead Agency – Central Union School District	
Signature	
Print Name	Susan Giles
Title	Food Service Coordinator
Date	

Return signed copy by January 31, 2017 to Susan Giles at giles@central.k12.ca.us, Phone:(559) 925-2611, Fax:(559) 1153

Annual Bid Process Timeline

Month	Task(s)	Date Completed
Aug – Nov	Prep menu for next year, do taste testing, check pricing, and NSLP compliancy. Attend food shows. Monitor for new membership requests.	
Mid December	Request coop usage from Distributors/Utilize those items to make usage document list. Update phone list. Monitor for new membership requests.	12/21/16
Mid January	SJVP COOP memberships to request usage numbers individually. Send out usage doc list to all members for next year, combine the numbers from all district usage, remove items that fall below the case limit allowed on bid. Monitor for new membership requests.	
February	**(Follow up SJVP COOP meeting to review usage documents early February) Tentative Coop meeting February 9** Update the solicitation document and contract, (dates, times, district members, drop sites and ADP documents, phone list or contact info) Set pre-bid meeting date, public opening date, and location. SJVP COOP team leaders to submit by email RFP contract packet solicitation document 22-23 pages-Feb 25 going out to bid, contact phone list, drop list document include delivery sites and addresses, excel spreadsheet with the usage spreadsheet), to lead district by Feb 22. Advertise (issue) the bid in local paper to be requested by lead district. Advertisement must be done by Feb 25 and March 4 (2 weeks in a row).	
March - April	Hold the non-mandatory pre-bid meeting which includes SJVP COOP team leaders and any interested vendors/bidders to be	

	held March 14, 2017 at Central Union School District at 2pm-3pm. BID closes at 1pm on April 25 and the public opening of those BIDS will be at 2pm at Central Union School District.	
April	Combine all bids received into an excel spreadsheet, and determine who has the lowest bid.	
May - June	SJVP award meeting early May. Once the decision is accepted and voted by the group, Lead District will take to board approval on May 22, and award letters to all parties that bid, and mail and email those to all involved May 23. Note: Each district may need to still take bids to their individual board for approval. All bid documents need to be scanned and email to the Lead District for posting on SJVP web link.	

Team Distribution

We are 27 districts. We did 8 bids last year, and will divide us up into 5 teams as identified below. Each team follows the annual bid process, and we have fairly distributed the work of all our bids.

Team 1 (Frozen):

Central Union
Armona Union
Lakeside SD
Golden Plains
Riverdale SD

Team 2 (Paper and Chemical 2 categories)

Sanger Unified
Washington Colony
Burrel Union
Raisin City
Merced Union High

Team 3: (Refrigerated, Dairy, and Bread-3 categories)	Chowchilla Elementary Dos Palos Mc Swain Union Mendota Unified Pacific Union Mariposa Unified
Team 4: (Canned and Dry- 1 category)	Hanford Elementary Island Union KCAO Tulare County Early Childhood Hanford Joint Union
Team 5: (Produce)	Chowchilla High School Alview Dairyland Golden Valley Reef Sunset Lemoore High Ballico-Cressey

WCESD BOARD OF TRUSTEES

ITEM NO. VI.A.2
DATE: February 14, 2017

SUBJECT TITLE: WARRANTS

Action √ Discussion _____ Information _____

RECOMMENDATION

Review and ratify warrants paid for the period January 1 – January 31, 2017.

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.

Paid Date(s) From: 1/1/2017 To: 1/31/2017

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
1563-A&J TRUCK & AUTO REPAIR INC	511983893	PV-170122	BUS 3 REPAIR	0100-09000-0-0000-3600-560005-000-00	3,916.88
				Warrant Total:	**3,916.88**
				Vendor Total:	**3,916.88**
496-ALERT-O-LITE INC	511983894	PV-170120	MAINT SUPPLIES	0100-81500-0-0000-8100-430018-000-00	106.78
				Warrant Total:	**106.78**
				Vendor Total:	**106.78**
387-AMERIPRIDE UNIFORM SERVICE IN	511983895	PO-170080	2016-2017 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	66.86
		PO-170080	2016-2017 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	87.65
		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	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	65.11
		PO-170080	2016-2017 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	80.26
				Warrant Total:	**590.62**
	511989357	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	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	66.86
		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	65.11
				Warrant Total:	**437.86**
				Vendor Total:	**1,028.48**
1391-APPLE INC.	511983896	PO-170210	MD463LL/A THUNDERBOLT T	0100-11000-0-0000-2420-430000-000-00	94.16
				Warrant Total:	**94.16**
				Vendor Total:	**94.16**
1172-ASSOCIATED COMPRESSOR & EQU	511983897	PV-170121	MAINT SUPPLIES	0100-81500-0-0000-8100-430018-000-00	77.55
				Warrant Total:	**77.55**
				Vendor Total:	**77.55**
523-AT&T	511983898	PO-170085	2016-2017 OPEN PURCHASE OR	0100-81500-0-0000-8100-590004-000-00	108.27
		PO-170085	2016-2017 OPEN PURCHASE OR	0100-81500-0-0000-8100-590004-000-00	19.92
				Warrant Total:	**128.19**
				Vendor Total:	**128.19**

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
1265-ATKINSON ANDELSON LOYA RUU	511983899	PO-170217	LEGAL FEES FOR NOVEMBER	0100-00000-0-0000-7200-580018-000-00	72.19
				Warrant Total:	**72.19**
				Vendor Total:	**72.19**
529-AXIOM ADVISORS & CONSULTANT	511983900	PO-170218	TRANSLATION SERVICES FOR	0100-31500-0-0000-2700-580000-000-00	2,599.65
		PO-170218	TRANSLATION SERVICES FOR	0100-42030-0-1110-1000-580000-000-00	110.15
		PO-170218	TRANSLATION SERVICES FOR	0100-65000-0-5770-2700-580000-000-00	124.95
				Warrant Total:	**2,834.75**
	511983901	PO-170218	TRANSLATION SERVICES FOR	1200-61050-0-0001-2700-580000-000-00	598.65
				Warrant Total:	**598.65**
	511983902	PO-170218	TRANSLATION SERVICES FOR	1300-53100-0-0000-3700-580000-000-00	12.45
				Warrant Total:	**12.45**
				Vendor Total:	**3,445.85**
1301-B FRESH PRODUCE INC.	511989358	PO-170120	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-07	67.50
		PO-170120	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	629.75
		PO-170120	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	383.25
				Warrant Total:	**1,080.50**
				Vendor Total:	**1,080.50**
1183-BLACKBOARD INC	511983903	PO-170219	CONNECT SERVICE PER USER	0100-00000-0-0000-2700-580000-000-00	2,220.80
				Warrant Total:	**2,220.80**
				Vendor Total:	**2,220.80**
314-CALIFORNIA DEPARTMENT OF	511983904	PO-170165	001738 CALIFORNIA ENGLISH	0100-00000-0-1110-1000-410001-000-00	1,054.68
				Warrant Total:	**1,054.68**
	511983905	PO-170118	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	195.00
				Warrant Total:	**195.00**
				Vendor Total:	**1,249.68**
375-CALIFORNIA'S VALUED TRUST	511983906	PV-170133	CERTIFICATED	0100-00010-0-0000-0000-951400-000-00	35,286.75
		PV-170133	CLASSIFIED	0100-00010-0-0000-0000-951400-000-00	7,036.29
		PV-170133	MANAGEMENT	0100-00010-0-0000-0000-951400-000-00	3,224.53
		PV-170133	TRUSTEES	0100-00010-0-0000-0000-951400-000-00	6,197.04
				Warrant Total:	**51,744.61**
	511983907	PV-170133	WELCH INS	1200-00010-0-0000-0000-951400-000-00	1,525.51
		PV-170133	PRESCHOOL AIDES	1200-00010-0-0000-0000-951400-000-00	7.56
				Warrant Total:	**1,533.07**

Paid Date(s) From: 1/1/2017 To: 1/31/2017

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
	511983908	PV-170133	CAFETERIA	1300-00010-0-0000-0000-951400-000-00	885.18
				Warrant Total:	**885.18**
				Vendor Total:	**54,162.86**
1399-CBDA	511983909	PO-170212	REGISTRATION FEE FOR CARL	0100-31500-0-1110-1000-520000-000-00	190.00
				Warrant Total:	**190.00**
				Vendor Total:	**190.00**
614-CDW GOVERNMENT LLC	511983910	PO-170209	1354356 C2G LEGRAND 12FT 3	0100-11000-0-0000-2420-430000-000-00	57.01
				Warrant Total:	**57.01**
	511989359	PO-170209	1354356 C2G LEGRAND 12FT 3	0100-11000-0-0000-2420-430000-000-00	67.25
		PO-170209	1354356 C2G LEGRAND 12FT 3	0100-11000-0-0000-2420-430000-000-00	67.10
				Warrant Total:	**134.35**
				Vendor Total:	**191.36**
544-CIT	511983911	PO-170149	2016-2017 OPEN PURCHASE OR	0100-00000-0-1110-1000-560008-100-82	798.71
				Warrant Total:	**798.71**
				Vendor Total:	**798.71**
1487-COMMITTEE FOR CHILDREN	511989360	PO-170214	000687 SECOND STEP GRADE 7	0100-90140-0-1110-1000-430000-000-00	818.00
				Warrant Total:	**818.00**
				Vendor Total:	**818.00**
915-CRYSTAL CREMERY	511983912	PO-170119	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	256.72
		PO-170119	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	293.35
		PO-170119	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	304.71
		PO-170119	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	11.79
				Warrant Total:	**866.57**
	511989361	PO-170119	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	226.26
		PO-170119	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	248.65
		PO-170119	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	199.26
		PO-170119	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	45.70
		PO-170119	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	372.98
				Warrant Total:	**1,092.85**
				Vendor Total:	**1,959.42**
1208-CULLIGAN INC.	511989362	PO-170086	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-8100-560000-000-00	74.00
				Warrant Total:	**74.00**
				Vendor Total:	**74.00**

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
94-DEMCO INC.	511983913	PO-170197	WS12850490 DEMCO CLEAR G	0100-09000-0-1110-2420-430000-000-54	328.74
				Warrant Total:	**328.74**
				Vendor Total:	**328.74**
404-EASTON AUTO PARTS	511983914	PV-170123	MAINT SUPPLIES	0100-81500-0-0000-8100-430018-000-00	3.87
		PV-170124	MAINT SUPPLIES	0100-81500-0-0000-8100-430018-000-00	5.19
				Warrant Total:	**9.06**
				Vendor Total:	**9.06**
1562-EDUCATIONAL INNOVATIONS INC	511989363	PO-170216	AIR-625 HOVER RACER FOR M	0100-90160-0-1110-1000-430000-000-00	27.33
				Warrant Total:	**27.33**
				Vendor Total:	**27.33**
419-FCSIG	511989364	PO-170089	2016-17 WORKERS COMPENSA	0100-00000-0-0000-0000-951600-000-00	11,081.00
				Warrant Total:	**11,081.00**
				Vendor Total:	**11,081.00**
557-FERGUSON ENTERPRISES INC	511989365	PV-170134	MAINT SUPPLIES	0100-81500-0-0000-8100-430018-000-00	1,225.92
				Warrant Total:	**1,225.92**
				Vendor Total:	**1,225.92**
122-FOCUS PACKAGING AND SUPPLY I	511983915	PV-170125	CUSTODIAL SUPPLIES	0100-81500-0-0000-8100-430006-000-00	1,601.30
		PV-170126	CUSTODIAL SUPPLIES	0100-81500-0-0000-8100-430006-000-00	376.62
				Warrant Total:	**1,977.92**
				Vendor Total:	**1,977.92**
1329-FOLLETT EDUCATIONAL SERVICE	511989366	PO-170223	RPS ONLINE FOR AR/RC SING	0100-09000-0-1110-2420-580000-000-00	33.17
				Warrant Total:	**33.17**
				Vendor Total:	**33.17**
127-FRESNO COUNTY OFFICE OF EDUC.	511983916	PO-170190	2016-2017 OPEN PURCHASE OR	0100-09000-0-0000-2420-580010-000-92	3,877.50
				Warrant Total:	**3,877.50**
	511989367	PO-170190	2016-2017 OPEN PURCHASE OR	0100-09000-0-0000-2420-580010-000-92	3,382.50
				Warrant Total:	**3,382.50**
				Vendor Total:	**7,260.00**
131-FRESNO OXYGEN INC.	511989368	PO-170193	2016-2017 OPEN PURCHASE OR	0100-81500-0-0000-8100-560000-000-00	48.36
				Warrant Total:	**48.36**
				Vendor Total:	**48.36**

Paid Date(s) From: 1/1/2017 To: 1/31/2017

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
141-GLACIER REFRIGERATION & AIR	511989369	PV-170136	FALL PM SERVICE	0100-81500-0-0000-8100-560003-000-00	1,159.11
		PV-170138	BOILER REPAIR	0100-81500-0-0000-8100-560003-000-00	475.00
		PV-170139	CHILLER REPAIR	0100-81500-0-0000-8100-560003-000-00	823.96
				Warrant Total:	**2,458.07**
	511989370	PV-170135	KITCHEN PM SERVICE REFRI	1300-53100-0-0000-8100-560000-000-00	719.94
		PV-170137	CAFETERIA PREV MAINT	1300-53100-0-0000-8100-560000-000-00	860.74
				Warrant Total:	**1,580.68**
				Vendor Total:	**4,038.75**
1356-GOODFELLOW OCCUPATIONAL TH	511983917	PO-170171	2016-2017 OPEN PURCHASE OR	0100-33100-0-5770-1190-580000-000-79	1,125.00
		PO-170171	2016-2017 OPEN PURCHASE OR	0100-33100-0-5770-1190-580000-000-79	650.00
				Warrant Total:	**1,775.00**
				Vendor Total:	**1,775.00**
830-GRAINGER INC	511989371	PV-170140	MAINT SUPPLIES	0100-81500-0-0000-8100-430018-000-00	82.53
				Warrant Total:	**82.53**
				Vendor Total:	**82.53**
1361-ILLUMINATE EDUCATION INC	511989372	PO-170177	FULL DAY ILLUMINATE TRAI	0100-40350-0-1110-1000-520000-000-00	1,500.00
				Warrant Total:	**1,500.00**
				Vendor Total:	**1,500.00**
195-LINGER PETERSON & SHRUM	511983918	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**
220-MISSION LINEN SUPPLY INC.	511989373	PO-170121	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-8100-550005-000-00	73.83
				Warrant Total:	**73.83**
				Vendor Total:	**73.83**
1558-NATIONAL ASSOCIATION FOR MU	511983919	PO-170211	MEMBERSHIP RENEWAL FOR (	0100-31500-0-1110-1000-530000-000-00	144.00
				Warrant Total:	**144.00**
				Vendor Total:	**144.00**
377-OFFICE DEPOT	511983920	PO-170220	SUPPLIES FOR MRS. DIAZ	0100-00000-0-1110-1000-430000-100-49	26.67
		PO-170220	SUPPLIES FOR MRS. DIAZ	0100-65000-0-5770-1110-430000-000-67	31.23
		PO-170220	SUPPLIES FOR MRS. DIAZ	0100-11000-0-1110-1000-430000-000-00	69.27
		PO-170220	SUPPLIES FOR MRS. DIAZ	0100-11000-0-1110-1000-430000-000-00	446.35
		PO-170220	SUPPLIES FOR MRS. DIAZ	0100-11000-0-1110-1000-430000-000-00	109.88
		PO-170220	SUPPLIES FOR MRS. DIAZ	0100-11000-0-1110-1000-430000-000-00	201.09

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
	511983920	PO-170220	SUPPLIES FOR MRS. DIAZ	0100-11000-0-1110-1000-430000-000-00	11.33
		PO-170220	SUPPLIES FOR MRS. DIAZ	0100-00000-0-0000-2700-430013-000-00	24.58
		PO-170220	SUPPLIES FOR MRS. DIAZ	0100-00000-0-0000-2700-430014-000-41	11.46
		PO-170220	SUPPLIES FOR MRS. DIAZ	0100-00000-0-0000-7300-430014-000-45	25.57
		PO-170220	SUPPLIES FOR MRS. DIAZ	0100-00000-0-0000-7110-430014-000-00	29.21
				Warrant Total:	**986.64**
	511989374	PO-170231	OFFICE SUPPLIES SEE ATTACH	0100-11000-0-1110-1000-430000-000-00	81.51
		PO-170231	OFFICE SUPPLIES SEE ATTACH	0100-00000-0-0000-2700-430013-000-00	277.41
				Warrant Total:	**358.92**
				Vendor Total:	**1,345.56**
663-ORIENTAL TRADING CO INC	511983921	PO-170213	IN-27/568 PEG GAME ASSORTM	0100-90140-0-1110-1000-430000-000-00	749.97
				Warrant Total:	**749.97**
				Vendor Total:	**749.97**
1280-P & R PAPER SUPPLY COMPANY I	511989375	PO-170117	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-430008-000-00	67.01
		PO-170117	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-430008-000-00	463.68
		PO-170117	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-430008-000-00	67.16
				Warrant Total:	**597.85**
				Vendor Total:	**597.85**
385-PACIFIC GAS & ELECTRIC INC	511983922	PO-170079	2016-2017 OPEN PURCHASE OR	0100-81500-0-0000-8100-550001-000-00	146.68
		PO-170079	2016-2017 OPEN PURCHASE OR	0100-81500-0-0000-8100-550001-000-00	887.77
		PO-170079	2016-2017 OPEN PURCHASE OR	0100-81500-0-0000-8100-550001-000-00	1,417.85
		PO-170079	2016-2017 OPEN PURCHASE OR	0100-81500-0-0000-8100-550001-000-00	56.50
		PO-170079	2016-2017 OPEN PURCHASE OR	0100-81500-0-0000-8100-550001-000-00	1,328.90
				Warrant Total:	**3,837.70**
				Vendor Total:	**3,837.70**
1560-PESI	511983923	PO-170215	50044FRE - REGISTRATION FE	0100-11000-0-0000-2700-520000-000-41	199.00
		PO-170215	50044FRE - REGISTRATION FE	0100-31500-0-1110-1000-520000-000-00	199.00
		PO-170215	50044FRE - REGISTRATION FE	0100-31500-0-1110-1000-520000-000-00	199.00
				Warrant Total:	**597.00**
				Vendor Total:	**597.00**
248-PITNEY BOWES	511989376	PO-170172	2016-2017 LEASE PAYMENT FO	0100-00000-0-0000-7200-590002-000-00	277.36
				Warrant Total:	**277.36**
				Vendor Total:	**277.36**

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
1403-PRESCENCE LEARNING INC	511989377	PO-170191	2016-2017 OPEN PURCHASE OR	0100-65000-0-5770-3150-580000-000-78	2,125.00
		PO-170191	2016-2017 OPEN PURCHASE OR	0100-65000-0-5770-3150-580000-000-78	750.00
				Warrant Total:	**2,875.00**
				Vendor Total:	**2,875.00**
508-PURCHASE POWER INC	511983924	PO-170221	REFILL POSTAGE MACHINE	0100-00000-0-0000-7200-590010-000-00	2,000.00
				Warrant Total:	**2,000.00**
				Vendor Total:	**2,000.00**
1312-ROBERT V. JENSEN INC.	511983925	PO-170052	2016-2017 OPEN PURCHASE OR	0100-09000-0-0000-3600-430009-000-00	823.92
				Warrant Total:	**823.92**
	511989378	PO-170052	2016-2017 OPEN PURCHASE OR	0100-09000-0-0000-3600-430009-000-00	157.47
				Warrant Total:	**157.47**
				Vendor Total:	**981.39**
1362-SCHOOL FOOD CONSULTANTS GR(	511989379	PO-170123	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-580000-000-85	803.00
				Warrant Total:	**803.00**
				Vendor Total:	**803.00**
1564-SIGNMAX	511983926	PV-170129	MAINT SUPPLIES	0100-81500-0-0000-8100-430018-000-00	134.74
				Warrant Total:	**134.74**
				Vendor Total:	**134.74**
304-SONITROL	511983927	PO-170144	INSTALLATION OF 1 WNV ALE	0100-81500-0-0000-8100-580029-000-00	743.56
		PO-170222	SYSTEM AX2320 PRORATED M	0100-81500-0-0000-8100-580029-000-00	53.83
		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
		PO-170222	SYSTEM AX2320 PRORATED M	0100-81500-0-0000-8100-580029-000-00	51.00
				Warrant Total:	**2,501.39**
				Vendor Total:	**2,501.39**
1263-SPARKLETTS	511989380	PO-170232	OPEN PURCHASE ORDER FOR `	0100-81500-0-0000-8100-550009-000-00	89.45
				Warrant Total:	**89.45**
				Vendor Total:	**89.45**
308-SPURR	511983928	PO-170108	2016-2017 OPEN PURCHASE OR	0100-81500-0-0000-8100-550003-000-00	849.32
				Warrant Total:	**849.32**
	511989381	PO-170108	2016-2017 OPEN PURCHASE OR	0100-81500-0-0000-8100-550003-000-00	1,701.50

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
				Warrant Total:	**1,701.50**
				Vendor Total:	**2,550.82**
815-SUBURBAN PROPANE LP	511983929	PV-170128	MAINT SUPPLIES	0100-81500-0-0000-8100-430018-000-00	37.99
				Warrant Total:	**37.99**
				Vendor Total:	**37.99**
810-SUNBELT RENTALS INC	511983930	PV-170127	BLOWER RENTAL	0100-81500-0-0000-8100-560011-000-00	192.59
				Warrant Total:	**192.59**
				Vendor Total:	**192.59**
203-SYSCO FOOD SERVICE OF CENTRA	511983931	PO-170116	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-07	296.20
		PO-170116	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	2,091.12
				Warrant Total:	**2,387.32**
	511989382	PO-170124	2016-2017 OPEN PURCHASE OR	0100-00000-0-0000-7110-430014-000-00	46.34
				Warrant Total:	**46.34**
	511989383	PO-170116	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-07	113.49
		PO-170116	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-07	1,225.17
		PO-170116	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-07	65.34
		PO-170116	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-07	262.11
		PO-170116	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	1,896.74
				Warrant Total:	**3,562.85**
				Vendor Total:	**5,996.51**
1565-TEACHER LEARNING CENTER	511989384	PO-170229	REGISTRATION FEE FOR STAC	0100-31500-0-1110-1000-520000-000-00	225.00
				Warrant Total:	**225.00**
				Vendor Total:	**225.00**
392-TERMINAL AIR BRAKE SUPPLY INC	511983932	PV-170130	BUS REPAIR	0100-09000-0-0000-3600-560005-000-00	444.19
				Warrant Total:	**444.19**
	511989385	PV-170141	BUS REPAIR	0100-09000-0-0000-3600-560005-000-00	385.52
				Warrant Total:	**385.52**
				Vendor Total:	**829.71**
332-THE HOME DEPOT CREDIT SERVICE	511983933	PV-170131	MAINT SUPPLIES	0100-81500-0-0000-8100-430018-000-00	226.15
				Warrant Total:	**226.15**
				Vendor Total:	**226.15**
1170-THE HORN SHOP	511983934	PV-170132	TROMBONE REPAIR	0100-09000-0-1155-1000-560000-000-00	62.99

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
				Warrant Total:	**62.99**
	511989386	PO-170164	VITO TENOR SAX R/A REPAIR	0100-09000-0-1155-1000-430000-000-00	6.48
		PO-170164	VITO TENOR SAX R/A REPAIR	0100-09000-0-1155-1000-560000-000-00	145.00
				Warrant Total:	**151.48**
				Vendor Total:	**214.47**
1283-THOMPSON, BETTY W	511989387	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**
136-TOSHIBA AMERICA BUSINESS SOLU	511983935	PO-170103	2016-2017 OPEN PURCHASE OR	0100-09000-0-1110-1000-560008-200-84	738.09
				Warrant Total:	**738.09**
	511989388	PO-170103	2016-2017 OPEN PURCHASE OR	0100-09000-0-1110-1000-560008-200-84	736.39
				Warrant Total:	**736.39**
				Vendor Total:	**1,474.48**
1129-U.S. BANK NATIONAL ASSOCIATIO	511989389	PV-170142	fcoe grant martinez	0100-90160-0-1110-1000-430000-000-00	185.51
		PV-170142	cruz hotel reservation	0100-11000-0-0000-7150-520000-000-76	240.00
		PV-170142	cruz/dack brd consultation	0100-11000-0-0000-2700-520000-000-76	18.51
		PV-170142	cruz/dack brd consultation	0100-11000-0-0000-7150-520000-000-76	7.93
		PV-170142	mathew hotel conf	0100-11000-0-0000-7110-520000-000-00	905.13
		PV-170142	mendoza hotel conf	0100-11000-0-0000-7110-520000-000-00	1,267.48
		PV-170142	chavez hotel reservation	0100-11000-0-0000-7110-520000-000-00	800.01
		PV-170142	dack hotel reservation	0100-11000-0-0000-7110-520000-000-00	800.01
		PV-170142	cruz hotel reservation	0100-11000-0-0000-2700-520000-000-76	560.01
		PV-170142	bus repair	0100-09000-0-0000-3600-560005-000-00	1,261.29
				Warrant Total:	**6,045.88**
				Vendor Total:	**6,045.88**
1377-VERIZON WIRELESS	511983936	PO-170104	2016-2017 OPEN PURCHASE OR	0100-00000-0-0000-8100-590006-000-00	2.43
				Warrant Total:	**2.43**
	511989390	PO-170104	2016-2017 OPEN PURCHASE OR	0100-00000-0-0000-8100-590006-000-00	1.70
				Warrant Total:	**1.70**
				Vendor Total:	**4.13**
967-WASTE MANAGEMENT/USA WAST	511983937	PO-170035	OPEN PURCHASE ORDER FOR	0100-81500-0-0000-8100-550008-000-00	608.42
				Warrant Total:	**608.42**
				Vendor Total:	**608.42**

Paid Date(s) From: 1/1/2017 To: 1/31/2017

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
785-WELLS FARGO FINANCIAL LEASIN	511983938	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**
	511983939	PO-170105	2016-2017 OPEN PURCHASE OR	1200-61050-0-0001-1000-560008-000-00	138.61
				Warrant Total:	**138.61**
	511983940	PO-170105	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-560008-000-00	138.61
				Warrant Total:	**138.61**
	511989391	PO-170105	2016-2017 OPEN PURCHASE OR	0100-09000-0-1110-1000-560008-100-82	138.28
		PO-170105	2016-2017 OPEN PURCHASE OR	0100-09000-0-5770-1110-560008-000-00	138.31
				Warrant Total:	**276.59**
	511989392	PO-170105	2016-2017 OPEN PURCHASE OR	1200-61050-0-0001-1000-560008-000-00	138.28
				Warrant Total:	**138.28**
	511989393	PO-170105	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-560008-000-00	138.28
				Warrant Total:	**138.28**
				Vendor Total:	**1,107.58**
373-ZOOM IMAGING SOLUTIONS INC	511983941	PO-170111	2016-2017 OPEN PURCHASE OR	0100-09000-0-1110-1000-430000-200-84	342.97
		PO-170112	2016-2017 OPEN PURCHASE OR	0100-09000-0-1110-1000-430000-100-82	465.69
		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	442.28
				Warrant Total:	**1,659.10**
	511983942	PO-170114	2016-2017 OPEN PURCHASE OR	1200-61050-0-0001-1000-430000-000-82	204.09
				Warrant Total:	**204.09**
	511983943	PO-170114	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-430000-000-82	204.09
				Warrant Total:	**204.09**
	511989394	PO-170112	2016-2017 OPEN PURCHASE OR	0100-09000-0-1110-1000-430000-100-82	465.29
		PO-170111	2016-2017 OPEN PURCHASE OR	0100-09000-0-1110-1000-430000-200-84	240.67
		PO-170113	2016-2017 OPEN PURCHASE OR	0100-09000-0-0000-7200-430014-000-86	298.76
				Warrant Total:	**1,004.72**
				Vendor Total:	**3,072.00**

Paid Date(s) From: 1/1/2017 To: 1/31/2017

Total # of Warrants: **89** **Grand Total:** **143,753.16**

WCESD BOARD OF TRUSTEES

ITEM NO. VI.A.3
DATE: February 14, 2017

SUBJECT TITLE: CONTRACTS/SERVICE AGREEMENTS

Action ___√___ Discussion _____ Information _____

RECOMMENDATION:

Approve Lease Agreement with Zoom Imaging Solutions, Inc. & CIT to replace one school copier.

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:

One of the copier lease agreements has expired. Therefore, based on the lack of functionality of one school copier, the district will replace the copier with a new efficient color copier and renew the lease agreement with Zoom Imaging Solutions, Inc. & CIT Bank, N.A.

FINANCIAL IMPACT:

60 month Lease Term:
$571 monthly fee plus $225 Service and Supplies.

FUNDING SOURCE:

General Fund (0100)

Moved by _____ Second _____

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

IMAGING SOLUTIONS, INC.

Equal Credit Opportunity Act Notice

If your application for business credit is denied, you have a right to a written statement of the specific reasons for the denial. To obtain the statement, please contact Credit Disclosure Administrator, at CIT Finance LLC within 60 days from the date you are notified of our decision. Our mailing address is:

CIT Finance LLC
PO Box 550599
Jacksonville, FL 32255
Attn: Credit Disclosure Administrator

Our telephone number is 904-380-9283.

We will send you a written statement of reasons for denial within 30 days of receiving your request for the statement. The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, gender, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Deposit Insurance Corporation (FDIC), Consumer Response Center, 1100 Walnut Street, Box #11, Kansas City, Missouri 64106.

Applicant: Please retain for your records

X Jesus H. Cruz

Lease Agreement Number: __

Lease Agreement

This Lease Agreement (the "Lease") contains the terms of your agreement with us. Please read it carefully and ask us any questions you may have. The words you, your and lessee mean you, our customer. The words we, us, our and the lessor, mean CIT Bank, N.A.

Equipment Description

Quantity	Description	Equipment Address
one	Toshiba 750c MFT	
one	Finisher	
one	LCF	

For additional equipment and accessories, attach addendum.

Equipment Supplier Name, Address and Phone:

End of Lease Purchase Option

If no box is checked or if more than one box is checked, the Fair Market Value Purchase Option will apply.

☒ Fair Market Value
☐ $1.00 Purchase Option ☐ Other ___

Term and Lease

Lease Payment $~~57~~ 0% (plus taxes, if applicable)
Term (Months) 60
Payment Frequency Monthly

Variable Payment Schedule if applicable:
(Attach "Payment Schedule Addendum" if necessary)

___ payments @ ___; followed by ___ payments @ ___ followed by ___ payments @ ___; followed by ___ payments @ ___; followed by ___ @ ___

Payments are due in Advance

The following additional payments are due on the date you sign this agreement:

One-time Documentation Fee $75.00 Payable with First Invoice
Advanced Payment $___ due at Lease signing (including taxes, if applicable)

If more than one Lease Payment is required in advance, the additional amount will be applied at the end of the initial or any renewal term.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for (i) if you are a legal entity, your name, address, and other information that will allow us to identify you; (ii) if you are an individual, your name, address, and date of birth. We may also ask to see your driver's license or other identifying documents.

LESSOR: CIT Bank, N.A.
10201 Centurion Parkway N. #100
Jacksonville, FL 32256

Authorized Signature Date Signed

Printed Name

Print Title

Lessee

Lessee Legal Name Washington Colony School Dist

Lessee "Doing Business As" Name

Billing Street Address 130 East Lincoln

Billing City, State, Zip Fresno, Ca. 93706

Billing Contact Name & Phone No. 559-233-0706

Lessee Phone Number (if different from above)

TERMS AND CONDITIONS
BY SIGNING THIS LEASE:

(i) You acknowledge that you have read and understand the terms and conditions of this Lease including those on page 2 of this Lease; (ii) You agree that this Lease is a net lease that you cannot terminate or cancel, you have an unconditional obligation to make all payments due under this Lease, and you cannot withhold, set off or reduce such payments for any reason; (iii) You will use the Equipment only for business purposes; and (iv) You agree that by providing a telephone number to a cellular or other wireless device, you are expressly consenting to receiving communications from us, our affiliates and agents (for non-marketing purposes) at that number, including, but not limited to, prerecorded and artificial voice messages, text messages, and calls from automated telephone dialing systems; these calls may incur fees from your cellular provider; and this consent applies to each such telephone number you provide to us now or in the future.

ELECTRONIC TRANSMISSION AND COUNTERPARTS. A fax or electronically transmitted signed version of this Lease, when received by us, shall be binding on you for all purposes as if originally signed. This Lease is not binding on us until we sign it. We may accept this Lease by signing, either manually or electronically. You agree that the only version of this Lease that is the original for all purposes is the version containing your fax or scanned signature and our signature. This Lease may be signed in counterparts each of which will be considered an original and all counterparts will be considered and constitute one and the same Lease. This Lease may be retained electronically and you agree that any such electronic version shall be fully enforceable without the need to produce an original; however we may request an original signature document.

LESSEE SIGNATURE

Lessee Legal Name

X Jesus H. Cruz X Jan 12, 2017
Authorized Signature Date Signed

X Jesus Cruz
Print Signer's Name

Superintendent
Print Signer's Title

77-0559690
Federal Tax ID Number

1. LEASE; DELIVERY AND ACCEPTANCE. You agree to lease the equipment described on the front of this lease agreement ("Lease")(collectively "Equipment") on the terms and conditions shown on the front and back of this lease. You agree to pay the Documentation Fee with your first Invoice and the Advanced Payment when you sign this Lease. You will arrange for the delivery of the Equipment to you. When you receive the Equipment, you agree to inspect it to determine if it is in good working order. This Lease is effective on the date that it is accepted and signed by us and the term of this Lease starts on the same date, or a later date reasonably calculated by us ("Commencement Date"). The Equipment will be deemed irrevocably accepted by you upon the earlier of: (a) the delivery to us of a signed Delivery and Acceptance Certificate (if requested by us); or (b) 10 days after delivery of the Equipment to you if you previously have not given written notice to us of your non-acceptance. **You will pay "Interim Rent" for the number of days between a date on or after the delivery of the equipment and the Commencement Date ("Interim Rent Period") calculated by dividing the monthly Usage payment by 30 and multiplying by the number of days in the Interim Rent Period.** The first Lease Payment is due 30 days after the Commencement Date. If you accept the Equipment in accordance with this Section 1, the remaining Lease Payments will be due on the day of each subsequent month (or such other time period stated on the front of this Lease) specified by us. You will make all payments required under this Lease to us at such address as we may specify in writing. You authorize us to adjust the Lease Payment by not more than **15%** if the actual Total Cash Price (which is all amounts we have paid in connection with the purchase, delivery and installation of the Equipment, including any trade-up and buyout amounts) differs from the estimated Total Cash Price. If any Lease Payment or other amount payable to us is not paid within **10** days of its due date, you will pay us a late charge not to exceed **7%** of each late payment, (but in no event greater than maximum rate allowable under applicable law).

2. NO WARRANTIES. We are leasing the Equipment to you **"AS- IS". YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE THE EQUIPMENT, WE DO NOT REPRESENT THE MANUFACTURER OR THE SUPPLIER, AND YOU HAVE SELECTED THE EQUIPMENT AND SUPPLIER BASED UPON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. YOU AGREE THAT REGARDLESS OF CAUSE, WE ARE NOT RESPONSIBLE FOR AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL, OR INDIRECT. YOU AGREE THAT NEITHER SUPPLIER NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF SUPPLIER IS OUR AGENT OR HAS ANY AUTHORITY TO SPEAK FOR US OR TO BIND US IN ANY WAY.** To the extent transferable, we transfer to you for the term of this Lease any warranties made by the manufacturer or Supplier under a purchase contract.

3. EQUIPMENT LOCATION; USE AND REPAIR; RETURN. You may not move the Equipment without our prior written consent, not to be unreasonably withheld. If we consent to a move, you agree that you will be liable for any increase in any personal property taxes as a result of that relocation. At your own cost and expense, you will keep the Equipment eligible for any manufacturer's certification, in compliance with all applicable laws and in good condition, except for ordinary wear and tear. You will not make any alterations, additions or replacements to the Equipment without our prior written consent. All alterations, additions and replacements will become part of the Equipment and our property at no cost or expense to us. We may inspect the Equipment at any reasonable time after advance notice to you. Unless you purchase the Equipment in accordance with a purchase option granted to you on the first page of this Lease, within 10 days of the expiration of this Lease, you will immediately deliver the Equipment to us in good condition and repair, except for ordinary wear and tear, to any place in the United States that we direct you in our return authorization in as good condition as when you received it, except for ordinary wear and tear. You will pay for all outstanding lease payments, late charges, insurance charges, and our estimated property taxes on the Equipment based upon the prior year's actual property tax, and expenses of deinstalling, crating, shipping, and insuring the Equipment for its full replacement value during shipping. Unless we request return to us, you must retain physical possession of the Equipment through the end of the initial or any renewal lease term.

4. TAXES AND FEES. You are responsible for all sales and use (unless you provide us with an acceptable Sale/Use Tax exemption form), personal property or other taxes relating to the use or ownership of the Equipment, now or hereafter imposed, or assessed by any state, federal or local government or agency. You agree to pay when due, or reimburse us for all taxes, fines or penalties imposed upon the Equipment and, if we elect, you agree to pay us estimated property taxes either with each lease payment or at the end of the lease term as more fully set forth herein. We will file all sales, use and personal property tax returns (unless we notify you otherwise in writing). We do not have to contest any taxes, fines or penalties; however, you may do so provided (a) you do so in your own name and at your expense, (b) the contest will not result in any sort of lien being placed on the Equipment or otherwise jeopardize our rights in any of the Equipment, (c) you pay us for any taxes we remitted to the taxing authorities even though you may be contesting the taxes and indemnify and hold us harmless for any expenses, including legal expenses, we incur as a result of such contest. If we file such personal property tax reports, you will pay property taxes as invoiced by us.

5. LOSS OR DAMAGE. As between you and us, you are responsible for any loss, theft or destruction of, or damage to the Equipment (collectively "Loss") from any cause at all, whether or not insured, until it is delivered to us at the end of this Lease. You are required to make all Lease Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay us the amounts specified in Section 9(b) below.

6. INSURANCE. You are responsible for installing and keeping the Equipment in good working order. Except for ordinary wear and tear, you are responsible for protecting the Equipment from damage and loss of any kind. If the Equipment is damaged or lost, you agree to continue to pay the amounts due and to become due hereunder without setoff or defense. During the term of this Agreement, you agree that you will (1) insure the equipment against all loss or damage naming us as loss payee; (2) obtain liability and third party property damage insurance naming us as an additional insured; and (3) deliver satisfactory evidence of such coverage with carriers, policy forms and amounts acceptable to us. All policies must provide that we be given thirty (30) days written notice of any material change or cancellation. If you do not provide evidence of acceptable insurance, we have the right, but no obligation, to obtain insurance covering our interest in the Equipment for the lease term, and renewals. Any insurance we obtain will not insure you against third party or liability claims and may be canceled by us at any time. In the event we obtain the above-described insurance, you will be required to pay us an additional amount each month for the insurance premium and an administrative fee. You agree that we, or one of our affiliates, may make a profit in connection with the insurance we obtain. The cost may be more than the cost of obtaining your own insurance. You agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims. If you later provide us with evidence that you have obtained acceptable insurance, we will cancel the insurance we obtained. The insurance we obtain (1) will not name you as an insured, additional insured, or loss payee; (2) will not provide you with liability insurance; (3) may not pay any claim that you make; (4) will not pay any claim made against you; and (5) may be cancelled by us at any time.

7. TITLE; RECORDING. Unless you are given a $1.00 purchase option, we are the owner of and will **hold title to the Equipment.** However, if you are given a $1.00 purchase option, you agree that this transaction is a lease intended for security and you grant us a security interest in the Equipment (including any replacements, substitutions, additions, attachments and proceeds). You will keep the Equipment free of all liens and encumbrances. **YOU AUTHORIZE US TO FILE, FINANCING STATEMENTS COVERING THE EQUIPMENT.**

8. DEFAULT. Each of the following is a "Default" under this Lease: (a) you fail to pay any Lease Payment or any other payment within **30** days of its due date; (b) you do not perform any of your other obligations under this Lease or in any other agreement with us or with any of our affiliates and this failure continues for **30** days after we have notified you of it; (c) you become insolvent, you dissolve, you assign your assets for the benefit of your creditors, you sell, transfer or otherwise dispose of all or substantially all of your assets, or you enter (voluntarily or involuntarily) any bankruptcy or reorganization proceeding; (d) without our prior written consent, which will not be unreasonably withheld or delayed, you merge or consolidate with any other entity and you are not the survivor of such merger or consolidation; or (e) any guarantor of this Lease dies, does not perform its obligations under the guaranty, or becomes subject to one of the events listed in clause (c) of this Section 8.

9. REMEDIES: If a Default occurs, we may do one or more of the following (a) we may cancel or terminate this Lease and any or all other agreements that we have entered into with you; (b) we may require you to immediately pay us, as compensation for loss of our bargain and not as a penalty, a sum equal to (i) the present value of all unpaid Lease Payments for the remainder of the term plus, the present value of our anticipated residual interest in the Equipment, each discounted at the lesser of (1) the rate implicit in the Lease, or (2) 4% per year, plus (ii) past due interest at the rate of 18% per annum, plus (iii) all other amounts due and to become due under this Lease; (c) we may require you to deliver the Equipment to us as set forth in Section 3; (d) we or our agent may peacefully repossess the Equipment without court order and you will not make any claims against us for damages or trespass or any other reason; and (e) we may exercise any other right or remedy available at law or in equity. **In the event of a dispute arising out of this Lease, the prevailing party shall be entitled to its reasonable collection costs and attorney fees and costs incurred in enforcing or defending this Lease.** If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You will remain responsible for any amounts that are due after we have applied such net proceeds. You agree that if notice of sale is required by law to be given, 10 days notice shall constitute reasonable notice. If we delay or fail to enforce any of our rights under this Lease, we will still be entitled to enforce those rights at a later time.

10. FINANCE LEASE STATUS. You agree that if Article 2A-Leases of the Uniform Commercial Code applies to this Lease, this Lease will be considered a "finance lease" as that term is defined in Article 2A. By signing this Lease, you agree that either (a) you have reviewed, approved, and received a copy of the purchase contract or (b) that we have informed you of the identity of the Supplier, that you may have rights under the purchase contract, and that you may contact the supplier for a description of those rights. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A.**

11. ASSIGNMENT. YOU MAY NOT ASSIGN, SELL, TRANSFER OR SUBLEASE THE EQUIPMENT OR YOUR INTEREST IN THIS LEASE, WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH CONSENT WILL NOT BE UNREASONABLY WITHHELD. We may, without notifying you, sell, assign, or transfer this Lease and our rights in the Equipment. You agree that the new owner will have the same rights and benefits that we have now under this Lease but not our obligations, which we will remain responsible for. The rights of the new owner will not be subject to any claim, defense or set-off that you may have against us or the supplier.

12. PURCHASE OPTION; AUTOMATIC RENEWAL. If no Default has occurred and is continuing under this Lease, you will have the option at the end of the initial or any renewal term to purchase all (but not less than all) of the Equipment at the Purchase Option price shown on the front of this Lease, plus any applicable taxes and if the purchase occurs after the rendition date for any personal property taxes on the Equipment you agree to pay us the estimated property tax based upon the prior year's actual property tax. Unless the Purchase Option price is **$1**, you must give us at least **90** days but no more than **180** days written notice before the end of the initial lease term, or 30 days prior to the end of any renewal term, that you will either purchase or return the Equipment to us. If you do not give us such written notice or, having given such notice, if you do not purchase or deliver the Equipment in accordance with the terms of this Lease, this Lease will automatically renew for an initial 3 month renewal term and thereafter for successive one month terms unless and until you give us the 30 day notice and either purchase or deliver the Equipment to us. Each month during such renewal term(s) the Lease Payment will remain the same. If your payment frequency is monthly your payments during renewal remain the same. If your payment frequency is other than monthly, then your renewal payments shall be the monthly equivalent of your periodic payment amount. We may cancel an automatic renewal term by sending you 10 days prior written notice. If the Fair Market Value Purchase Option has been selected, we will use our reasonable judgment to determine the Equipment's Fair Market Value as configured, in place, and installed. You agree that Fair Market Value is the amount that may reasonably be expected for the installed Equipment in an exchange between a willing buyer and a willing seller, including costs to make the Equipment fully operational. If you do not agree with our determination of the Equipment's Fair Market Value, the Fair Market Value will be determined at your expense by an independent appraiser mutually acceptable to you and us. Upon payment of the Purchase Option price, we shall transfer our interest in the Equipment to you **"AS-IS, WHERE-IS"** without any representation or warranty whatsoever and this Lease will terminate.

13. INDEMNIFICATION. You are responsible for any losses, damages, penalties, claims, suits and actions (collectively "Claims"), whether based on a theory of strict liability or otherwise caused by or related to or in any manner arising from the Equipment. You agree to reimburse us for and if we request, to defend us against, any Claims, except Claims caused by our willful misconduct. You agree that your obligations under this Section 13 and Section 4 shall survive the termination of this Lease for Claims arising during the term of this Lease.

14. CREDIT INFORMATION; FINANCIAL STATEMENTS. YOU AUTHORIZE US OR ANY OF OUR AFFILIATES TO OBTAIN CREDIT BUREAU REPORTS, AND MAKE OTHER CREDIT INQUIRIES THAT WE DETERMINE ARE NECESSARY. You agree to provide us copies of your balance sheet, income statement and other financial reports as we may reasonably request.

15. SOFTWARE. The Products provided hereunder may include certain Software imbedded, or loaded on the Equipment, that you agree to use consistent with the underlying software license granted to you under your purchase contract. You acknowledge that such Software enhances the value of the Products. Where required by the Software owner, you agree to execute a separate license agreement with the owner for the use of the Software ("License Agreement"). We do not have any obligations under the License Agreement. However, you have granted us certain rights under this Lease on which the software is loaded and agree to not remove any software without our written consent. Except as expressly modified by this Section 15, all the terms and conditions of this Lease shall apply to the Software including, without limitation, Section 2.

16. DATA SECURITY. Some or all of the items of Equipment returned to us at any time may contain sensitive information or data belonging to your organization, or your customer/clients/patients, that is stored, recorded, or in any way contained within or on the Equipment. You specifically agree that before the Equipment is shipped to or retrieved by us or our agents, or removed by a supplier, you will, at your sole cost and expense, permanently destroy, delete and remove all such information and data that is stored, recorded or in any way contained within or on the Equipment, to the extent that further recovery of any of such data and information is not possible. You have the sole responsibility to so destroy, delete, and remove all data and information stored in or on the Equipment. We have absolutely no liability for any data or information that you fail to so destroy, delete, and remove. All hard drives and other data retention components must function as originally installed after data removal.

17. MISCELLANEOUS. (a) Choice of Law: This Lease and any claims, controversies, disputes or causes of action (whether in contract, tort or otherwise) shall be governed construed, and enforced in accordance with Federal law and the laws of the State of New York (without regard to the conflict of laws principles of such state). The Parties consent to the jurisdiction of any court located within the State of New York, and waive any objection relating to improper venue or forum non conveniens. **(b) Jury Trial. BOTH PARTIES EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS LEASE. Should the above jury trial waiver be found unenforceable, then, upon the written request of any party, any dispute, including any and all questions of law or fact relating thereto, shall be determined exclusively by a judicial reference proceeding in accordance with Cal. Civ. Proc. Code § 638 et seq. or the applicable state's equivalent state law. The parties shall select a retired state or federal judge as the referee. The referee shall report a statement of decision to the Court. (c) Entire Agreement.** The Lease constitutes the entire agreement between you and us and supersedes all prior agreements. **(d) Enforceability.** If any provision of this Lease is unenforceable, illegal or invalid, the remaining provisions shall continue to be effective. **(e) Amendment.** This Lease may not be modified or amended except by a writing signed by you and us, either manually or electronically. You agree however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in the Lease, such as serial numbers, or correct typographical, immaterial, or obvious errors in this Lease provided that such change does not materially alter your obligations under this Lease. **(f) Notice.** All notices shall be in writing and shall be delivered to the appropriate party personally, by private courier, by facsimile transmission, or by mail, postage prepaid, at its address shown herein or to such other address as directed in writing by such party. **(g) Usury.** It is the express intent of both of us not to violate any applicable usury laws or to exceed the maximum amount of interest permitted to be charged or collected by applicable law, and any thereafter excess payment will be applied to the Lease Payments in inverse order of maturity, and any remaining excess will be refunded to you. **(h) Prepayment.** Prepayment or early termination is not permitted except at such time and on such terms and conditions as Lessor may agree in writing. **(i) NSF.** We may also charge you $25.00 for each returned check or if an ACH debit is not honored by your bank. **(j) Restrictive Endorsements.** You agree that any restrictive endorsement (such as "payment in full", "final payment" or otherwise) on any check submitted in payment for this Lease shall have no force and effect and that we may cash the check and apply the proceeds without prejudice to our rights under this Lease. **(k) Purchase Orders.** You agree that any purchase orders issued by you in conjunction with this Lease are issued solely for your administrative purposes and no terms or conditions contained in the purchase order will change or modify the terms and conditions of this Lease.

NON APPROPRIATION RIDER

This Non-Appropriation Rider to the Lease Agreement No._____ dated _____, 20_____ (the "Lease"), is by and between **CIT Bank, N.A.** (Lessor) and _____ (Lessee). Capitalized terms used herein without definition shall be defined as provided in the Lease.

Notwithstanding anything contained in the Lease to the contrary,

1. Lessee presently intends to continue the Lease for its entire term and to pay all rentals or other payments relating thereto and shall do all things lawfully within its power to obtain and maintain funds from which the rentals and all other payments owing thereunder may be made. To the extent permitted by law, the person or entity in charge of preparing Lessee's budget will include in the budget request for each fiscal year during the term of the Lease the rentals to become due in such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all rentals coming due therein. The parties acknowledge that appropriation for rentals is a governmental function which Lessee cannot contractually commit itself in advance to perform and the Lease does not constitute such a commitment. However, Lessee reasonably believes that moneys in an amount sufficient to make all rentals can and will lawfully be appropriated and made available to permit Lessee's continued utilization of the Equipment in the performance of its essential functions during the term of the Lease.

2. If Lessee's governing body fails to appropriate sufficient moneys in any fiscal year for rentals or other payments due under the Lease and if other funds are not available for such payments, then a "Non-Appropriation" shall be deemed to have occurred. If a Non-Appropriation occurs, then: (i) Lessee shall give Lessor immediate notice of such Non-Appropriation and provide written evidence of such failure by Lessee's governing body at least sixty (60) days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by that date, immediately upon such Non-Appropriation; (ii) no later than the last day of the fiscal year for which appropriations were made for the rentals due under the Lease (the "Return Date"), Lessee shall return to Lessor all, but not less than all, of the Equipment covered by the Lease, at Lessee's sole expense, in accordance with the terms hereof; and (iii) the Lease shall terminate on the Return Date without penalty or expense to Lessee and Lessee shall not be obligated to pay the rentals beyond such fiscal year, provided, that Lessee shall pay all rentals and other payments due under the Lease for which moneys shall have been appropriated or are otherwise available, provided further, that Lessee shall pay month-to-month rent at the rate set forth in the Lease for each month or part thereof that Lessee fails to return the Equipment as required herein.

3. The Lease shall be deemed executory only to the extent of monies appropriated and available for the purpose of the Lease, and no liability on account thereof shall be incurred by the Lessee beyond the amount of such monies. The Lease is not a general obligation of the Lessee. Neither the full faith and credit nor the taxing power of the Lessee are pledged to the payment of any amount due or to become due under the Lease. It is understood that neither the Lease nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or make monies available for the purpose of the Lease.

4. The Lessee and Lessor agree that they intend the Lease to be an operating lease and that by the execution thereof, Lessee acquires no ownership interest in the Equipment whether vested or contingent. The Lessee's interest in the Equipment is limited to that of a lessee and Lessor retains all the rights of owner therein. Any provisions indicating to the contrary in this Rider are for precautionary purposes only.

IN WITNESS WHEREOF, each of the parties hereto has caused this Rider to be executed as of the 12 day of Jan 20 17.

CIT Bank, N.A.
(Lessor)

By _____
(Date)

Name/Title _____

_____
(Lessee)

By X Jesus H. Cruz
(Date)

Name/Title Jesus Cruz
Superintendent

WCESD BOARD OF TRUSTEES

ITEM NO. VI.A.4
DATE: February 14, 2017

SUBJECT TITLE: Conference Attendance

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Consider authorizing attendance to Board Trustee Dack & Board Trustee Mathew to attend the Annual Spring SSDA Conference in Sacramento CA, March 6 – 8, 2017.

BACKGROUND

The Governing Board believes that, in order to maximize student learning and achievement, certificated staff members must be continuously learning and improving their skills. The District' staff development program assists certificated staff in developing knowledge and skills, including the use of technology to enhance instruction.

Moved by _____ Second _____

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

SSDA

"Design to Align for Success!"

SSDA 34th Annual Spring Conference

March 6-8, 2017

50+ EXHIBITORS For the Tradeshow

iscovering Common Sense in Common Core
athematics Teaching and Learning" and
racking the Code of Common Core Math"
ost DeMoes, Kern County Office of Education
n Walker, Elementary Education

Pre-Conference ~ FREE with FULL Conference Registration
12:30 - 3:30 pm
Pre-Conference *only* - $95.00
Visit www.ssda.org/events

"Way Cool Tools a
Hot Technologies in 201
James Spellos, Founder of Meeting

Monday, March 6th Events

Pre-Conferences 12:30 - 3:30 pm ~ Reception 4:00 - 6:00 pm ~ Keynote Speaker 6:00 - 7:00 pm ~ Dessert & Aperitif Crawl 7:00 - 9:00 pm

Workshops - *partial listing*

Governance

Understanding Your Role as a Board Member

Board Members Use of Social Media

Board Ethics and Form 700

A Brown Act Refresher Coarse

Running an Effective Meeting

Governance Handbook - Why You Need One!

Legal/Fiscal

SB 1029 - Local Bond Debt Reporting New Statutory Requirements

Transportation: How Will Districts Pay to Replace Buses Under the New Law?

CalSTRS/CalPERS Reform ..... Rearranging the Deck Chairs on the Titanic

Federal Updates

HR/Personnel

The Complex Nature of Leaves

Negotiations in Troubling Times in Education

- Budget Planning And Strategies
- STRS/PERS
- Educators Shortage

(2 Hour Workshop)

Teacher Shortage ~ Ideas, Options and Trends

Accountability

Advancing Transparency and Accountability: How a District Educated Parents to be True Stakeholders

School Dashboard ~ What Does it Mean to My District?

From Gotcha to Growth: A Redesigned System for Teacher Evaluations

Leading Learning: Your Leadership Matters in Student Success

Technology/C & I

Social Tsunami: How to Drink from the Information Fire Hose Using a Straw

Online Curriculum for Every CTE Classroom

Use of Technology to Improve Writing

Designing a Master Schedule for Student Success

Kids Teaching Kids - Social Emotion Skills with Media

Facility/Bond

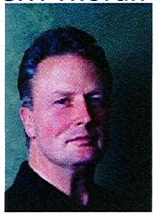
School Facilities Program - "Back to the Future"

Top 10 Tips for a Trouble Free Construction Project

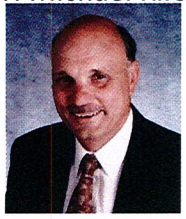
My Voters Approved My Bond Now What? Considerations and Strategies When Issuing Debt

2017 Keynote Speakers

erri Thoran



Dr. Michael Kirst



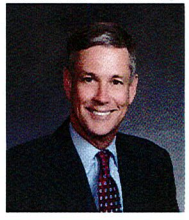
James Spellos



Kevin Gordon



Jack O'Connel



WCESD BOARD OF TRUSTEES

ITEM NO. VI.B.1
DATE: February 14, 2017

SUBJECT TITLE: Adopt a Certificated Management Salary Schedule

Action ___√___ Discussion _____ Information _____

RECOMMENDATION:

Consider Adoption of a new Certificated Management Salary schedule regarding the position of Assistant Principal effective as of January 1, 2017.

BACKGROUND:

The Board and the Superintendent have analyzed with the exclusive Certificated management employee on salaries, salary schedules, and benefits and have carefully considered how the proposed provisions affect the district's short- and long-term fiscal, programmatic, instructional, and personnel goals.

CONSIDERATION:

Before adjusting the new Certificated Management Schedule, the district has analyzed and covered matters within the scope the costs that would be incurred by the district under the new salary schedule effective as of January 1, 2017 for the current and subsequent fiscal years.

FISCAL IMPACT:

See ***WASHINGTON COLONY SCHOOL CERTIFICATED MANAGEMENT SALARY SCHEDULE*** **2016-2017**. Effective as of January 1, 2017

Moved by _____ Second _____

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

WASHINGTON COLONY ELEMENTARY SCHOOL DISTRICT
2016-17 Certificated Management Employees
Salary Schedule
Effective January 1, 2017

Description	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Management Employees					
Assistant Principal	85580	87292	89038	90819	92636

Board Approval Date: February 14, 2017

WCESD BOARD OF TRUSTEES

ITEM NO. VI.B.2
DATE: February 14, 2017

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 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: February 14, 2017

SUBJECT TITLE: CURRICULUM/INSTRUCTION/ASSESSMENT

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Ratify the RossettaStone software fee proposal approval for online access to English Language lessons utilized during parent night workshops.

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

Ratify the RossettaStone online software fee proposal to support and enhance parent computer literacy workshops. RossettaStone will provide Washington Colony parents and families with an innovative online English Language software program that promotes parent engagement and involvement in our school during the weekly computer literacy parent night workshops.

FINANCIAL IMPACT:

$5,066.00 per 20 Licenses for 2 years

FUNDING SOURCE:

General Fund (0100); Title I; Supplemental & Concentration Grant

Moved by _____ Second _____

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

SERVICE ORDER FORM

NO.01192017ED0004880

January 19 2017

RosettaStone

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(P) 800-788-0822
(F) 540-437-2843
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Rosetta Stone Contact:
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Gregg Appleton
IT Professional
Washington Colony Elementary School District
130 E Lincoln Ave
Fresno, CA 93706
US

Contact Phone: 5592330707
Contact Email: fcoeadmin@washingtoncolony.org

Customer Billing Address:

Gregg Appleton
IT Professional
Washington Colony Elementary School District
130 E Lincoln Ave
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Billing Contact: Maria Rodriguez
Billing Contact Phone: 559 233 9583
Billing Contact Email: maria rodriguez@washingtoncolony.org

We are excited to present this quotation for products and services in the Rosetta Stone® Language Learning Suite. Rosetta Stone Ltd. provides language learning software and services under its Rosetta Stone® brand. Rosetta Stone language products and any related online services, training and user documentation are referred to collectively herein as "Rosetta Stone Product."

PRODUCT DESCRIPTION	QTY	UNIT PRICE	TOTAL
Year 1 Rosetta Stone Foundations for K-12 (Silver) is a fixed term license for online access to language lessons and solo activities and stories in one of all commercially available languages and all available levels for use on Windows and Mac computers and includes administrator tools and access to all product specific mobile applications for iOS or select Android devices (the "License"). The License includes a digital download of Supplementary Materials for the following languages: English US, Spanish (Latin America), French, and German. Licenses are for named users for a subscription period specified below where all licenses start and end on the same date. Licenses may be transferred to other Authorized End Users during the subscription period.	20	USD 126.65	USD 2,533.00
Year 2 Rosetta Stone Foundations for K-12 (Silver) is a fixed term license for online access to language lessons and solo activities and stories in one of all commercially available languages and all available levels for use on Windows and Mac computers and includes administrator tools and access to all product specific mobile applications for iOS or select Android devices (the "License"). The License includes a digital download of Supplementary Materials for the following languages: English US, Spanish (Latin America), French, and German. Licenses are for named users for a subscription period specified below where all licenses start and end on the same date. Licenses may be transferred to other Authorized End Users during the subscription period.	20	USD 126.65	USD 2,533.00
Sub Total			USD 5,066.00
Total Sales Tax			USD 0.00
Total Shipping Charges			USD 0.00
Grand Total			USD 5,066.00

Notes

- Any applicable sales, use, excise, property or other federal, state, county, municipal, local or foreign taxes, levies, VAT, GTS, or other indirect taxes, customs duties, tariffs, or other imposts are the responsibility of the purchaser; any such amounts included in this quote are estimates for informational purposes only.
- Renewal: existing site expires on January 19 2019.

Pricing is valid through January 31, 2017 .

TERM AND TERMINATION

This Order Form becomes effective upon its execution by both parties. The service activation date for the Licenses described above is January 19, 2017. If the activation date is within 30 days of the date of Customer's signature on this Order Form, the Licenses shall have an initial term of 25 months from the activation date. This 25 month term is applicable to new online subscription clients only. If the activation date requested by Customer is more than 30 days after Customer's signature date, then the License term shall be 24 months from the requested activation date. The term of this Order Form is renewable for a 12 month term upon mutual written agreement of the parties.

Rosetta Stone, without prejudice to its other rights hereunder, may immediately and without notice, suspend the delivery of the Rosetta Stone Product and/or terminate this Agreement in the event that Customer: (i) fails to make any payment when due or (ii) becomes insolvent or bankrupt or ceases paying its debts generally as they mature. Without derogation of Rosetta Stone's rights under the preceding sentence, either party may, without prejudice to its other rights, terminate this Agreement forthwith on duly providing written notice to the other party to that effect in the event that the other party neglects or fails to perform or observe any of the material covenants, conditions or agreements contained in this Agreement, and such default is continued for thirty (30) days after the date of the non-defaulting party's notice to the other party. In the event of the expiration or termination of this Agreement for any reason, all rights granted to you hereunder shall terminate, and you shall immediately discontinue, and cause your authorized users to immediately discontinue, all use of Rosetta Stone Product. In the event of the expiration or termination of this Agreement, Rosetta Stone shall have the right to notify all authorized users that their rights to access the Rosetta Stone Product have been terminated.

INVOICING AND PAYMENT TERMS

Rosetta Stone will invoice Customer for the total purchase price stated above [plus all applicable taxes] upon execution of this Order Form by both parties. Invoices are payable on Net 60 day terms, F.O.B. Origin.

SPECIAL PROVISIONS

Notwithstanding anything to the contrary in the Enterprise License Agreement, all claims or disputes related to this Order Form shall be governed by the laws of the State identified in the Customer's address set forth herein, without reference to its conflicts of laws provisions, and all actions relating to this Order Form shall be brought in the appropriate state or federal courts located in such State.

Nothing in this Order Form or the Enterprise License Agreement is intended to deprive Customer of any sovereign immunity or any other rights expressly mandated under applicable law that are relevant to the Rosetta Stone Products and/or Services to be provided under this Order Form. In fulfilling its obligations under this Order Form, Rosetta Stone will endeavor to comply with all material requirements set forth in the Customer's Purchase Order or Purchasing Requirements Documents, if and solely to the extent required by applicable statute, and which are applicable to the Rosetta Stone Products and/or Services as provided under this Order Form.

ACCEPTANCE

This quote also serves as an order form (the "Order Form"). To place this order, please sign this Order Form below and fax it along with any applicable purchase order to 540-437-2843. Alternatively, this order may also be placed by inserting the serial number appearing on the top of this quote on the applicable purchase order, attaching this quote to the purchase order and faxing the purchase order and this quote to the above fax number.

In placing this order, Customer accepts the terms and conditions described in the Rosetta Stone Enterprise License Agreement ("ELA"), available at www.rosettastone.com/legal. The ELA, together with this Order Form, constitutes the entire agreement (the "Agreement") between Rosetta Stone and Customer. CUSTOMER AND ROSETTA STONE AGREE THAT THE TERMS AND CONDITIONS OF THIS AGREEMENT SUPERSEDE ANY PROVISIONS OF ANY CUSTOMER DRAFTED PURCHASE ORDER AND SUPERSEDE ALL PROPOSALS, WRITTEN OR ORAL, AS WELL AS OTHER COMMUNICATIONS BETWEEN CUSTOMER AND ROSETTA STONE RELATING TO THE SUBJECT MATTER HEREOF. ANY ADDITIONAL OR CONFLICTING PROVISIONS ON ANY PURCHASE ORDER ARE EXPRESSLY EXCLUDED FROM THE AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS ORDER FORM AND THE ENTERPRISE LICENSE AGREEMENT, THE ORDER FORM SHALL GOVERN.

ROSETTA STONE LTD.

By: _____

Authorized Signing Authority

Sarah Weldon / Dir. Global order ops

Printed Name/Title

1/31/17

Date

WASHINGTON COLONY ELEMENTARY SCHOOL DISTRICT

By: Jesus D. Cruz

Authorized Signing Authority

JESUS CRUZ / Superintendent

Printed Name/Title

1/26/17

Date