ROUTINE ITEMS

WCESD BOARD OF TRUSTEES

ITEM NO. IV.A
DATE: June 27, 2017

SUBJECT TITLE: APPROVE AGENDA

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Approve agenda for the June 27, 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, June 27, 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 June 27, 2017 Regular Board Meeting

B. Adopt Minutes

1. June 13, 2017 Regular Board Meeting

2. May 9, 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. Board History – J. Cruz

2. Policy Review

BP 5141.52 Suicide Prevention; AR 5141.52 Suicide Prevention

3. Financial Report(s)*

4. Easton Community Water System Authority Project Update**

5. Superintendent's Report**

a) FCSS Early STARS - CSPP QRIS Block Grant Award
b) Cameras and Safety gates update
c) Kindergarten Camp update

B. Personnel/Students

1. Summer School Program 2017 Update

2. ADA/Enrollment Report*

3. 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. Local Control and Accountability Plan and Annual Update

Consider adoption of the Local Control and Accountability Plan (LCAP) and Annual Update for 2017-2018.

2. 2017-2018 Proposed Budget and 2017-18 Education Protection Account

Consider adoption of proposed budget for the 2017-2018 fiscal year and the 2017-18 Education Protection Account expenditures.

3. 2017-2018 Child Development Contract

Adopt Resolution No. 16/17-09 certifying approval to enter into a transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2017-18.

4. DISCUSS and ADOPT the Washington Colony Elementary School District's (District) Initial Reopener Contract Proposal to the Washington Colony Teachers Association (WCTA).

5. **DISCUSS and TAKE ACTION TO ACKNOWLEDGE RECEIPT** of the Initial Reopener Proposal from the Washington Colony Teachers Association (WCTA) to the Washington Colony Elementary School District (District).

6. Warrants

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

7. Policy Adoption

BP 3110 Transfer of Funds

8. Contract/Service Agreements

a) AALRR Legal Service Agreement, 2017-18

b) SchoolWorks Inc. Service Agreement, 2017-2018

c) FCSS Parent Training Services Agreement, 2017-18

d) FCSS Desktop Support Services Agreement, 2017-18

e) FCSS Foster Youth Data Sharing Agreement 2017-2020

f) FCSS Mail and Delivery Service Agreement, 2016-17 & 2017-18

g) GoodFellow Independent Contractor, Occupational Therapy Services Agreement, 2017-18

h) Document Tracking Services (DTS) Agreement, 2017-18

9. Fresno County Committee on School District Organization

Recommend Qualify Individual to serve on Committee (FCCSDO).

10. Surplus Equipment/Obsolete Textbooks

Approve disposal of obsolete students' desks, obsolete textbooks and instructional materials.

B. Personnel/Students

1. Interdistrict Attendance Permits

Ratify action on Interdistrict Attendance Permit for the 2017-18 school year.

2. Offer of Employment for (Teacher – Kindergarten)

Ratify offer of employment for Ashley Morales - Kindergarten Teacher.

3. Offer of Employment for (Teacher - 8th Grade ELA/SS)

Ratify offer of employment for Theresa Silva – Teacher 8th grade ELA/SS.

C. Curriculum/Instruction/Assessment

1. Consolidated Application and Reporting System 2017-18

Approve Submission of the 2017-18 Consolidated Application and Reporting System Application.

2. LEAP District Budget for Federal Programs 2017-18

Approve the LEAP District Budget for Federal and State Programs for 2017-18.

VII. Closed Session

The Board will meet in closed session pursuant to:

Government Code section 54957.6
CONFERENCE WITH LABOR NEGOTIATORS,
District Negotiator: Superintendent/Principal, Jesus Cruz
Employee Organization: Washington Colony Teachers Association

VIII. Reconvene

IX. Adjournment

WCESD BOARD OF TRUSTEES

ITEM NO. IV.B.1&2
DATE: June 27, 2017

SUBJECT TITLE: ADOPT MINUTES

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Adopt minutes of the June 13, 2017 Regular Board Meeting; and May 9, 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, June 13, 2017; 6:30 p.m.

Washington Colony Middle 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
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I. Call to Order

The June 13, 2017 Regular Board Meeting was called to order at 6:33 p.m. by Bob Dack, Board President.

II. Roll Call

Members Present: Bob Dack, Pete Mathew, Rene Mendoza; member(s) absent: Liz Faccinto & Gary Chavez.

III. Pledge of Allegiance

The Pledge of Allegiance was led by Rene Mendoza.

IV. Routine Items

A. Approve Agenda

The agenda for the June 13, 2017 Regular Board Meeting was approved on a motion by Rene Mendoza, seconded by Pete Mathew. (Ayes: Dack, Mathew, Mendoza; Noes: None; Abstentions: None; Absent: Liz Faccinto & Gary Chavez)

B. Public Comment/Board Comment

Pete Mathew: commented that the 8th Graduation was great. Students were great, and staff did a great job overall. Received positive comments from the community and it reflect from the leadership.
Bob Dack: added that the kids behaved very well.
Mr. Cruz: indicated that students fulfilled the expectations following directions and thanked the teachers and staff that organized and help with the 8th grade promotion ceremonies.

V. Public Hearings

A. HOLD Public Hearing, PRESENT and DISCUSS Washington Colony Elementary School District's 2017-20 Local Control Accountability Plan (LCAP)

Staff presented the LCAP summary and the Board of Trustees discussed the Washington Colony Elementary School District's 2017- 20 Local Control Accountability Plan (LCAP). As required by Education Code 52062, a public hearing was conducted to provide an opportunity for discussion and public comment surrounding the 2017-20 Local Control Accountability Plan.
Questions/Discussion:

A. Discuss LCAP: A summary of all the Goals/Actions/and services stated in the LCAP was presented. It was indicated how actions and services have increased students reading, new math, chromebooks 1:1, FTE teachers Music/PE. PD and increase of PLC time for all teachers and AR for students these are the highlights for Washington Colony. Goal 1/2/3 and Metrics are stated in the LCAP of how we are going to measure and how are we are to meet State Performance indicators form Dashboard ELA/MATH data and to reduce the point distance from level 3 in a three year LCAP plan. Academic Achievement all the credential teachers to continue programs, now with the science curriculum by the end of the year do a science adopt, K-8th may need to go to showcase and start a committee for to adopt. Mainly with the new science standards.
It was also mentioned that Teachers have commented that they have seen increase in reading due to the reading lab and parents have also seen increase in their reading. The teachers are doing running records and using AR reading programs.
Need chromebooks may need to replace some of the chromebooks that are 5 year old, and will be adding more instructional technology such as interactive white boards. Three SMARTBoards have been installed and teachers have received training.
PD and benchmarks have been established and the instructional coach goes into the classroom and gives support to all teachers including the SPED teachers to show student academic increase.
SPED Dept. will continue to be part of the ELA/ELD/MATH training and PD. A high percentage of schools all over the state show ELA/MATH performance for students with disabilities in the red. WC will target this low

ELA performance in the red for SPED students. Additional Support from Reading Lab, materials and resources will be provided including SPED department collaboration with the GE teachers to develop instructional strategies.
EL/ SPED Dept. will use supplemental and concentration funding for support services and programs in order to show improvement and support these two groups.
GOAL 2: School Climate: Positive Good Behavior: PBIS
The school is now is Silver because of the students and will continue to conduct Passport Day, which they will learn how to behave in the playground, bus, and walk down the halls.
The students use patriot tickets to buy things. For example putting their tickets together and had donuts with Mr. Cruz. It was great! The table was decorated and set in the center of cafeteria with a flower and the students asked Mr. Cruz there was great conversation.
Safety Gates for the Middle School and cameras working with Jeff will continue work with Jeff to improve safety here at the school. Jeff will get an estimate for the gate.

GOAL 3: Translations to parents and interpretations for meetings, IEPS and parent meetings. The Electronic Marquee project might need to be DSA approved if there are any alterations to the tower due to the height and surface area.
Mr. Cruz will talk to Jeff to see what can be done to get an estimate for the Electronic Marquee.
In Goal 3 Washington Colony will continue parent meeting, parenting partners, and English classes. Parents are asking about the English classes as well as Fall Carnival, Jog-A-Thon and parent's events, we get feedback from parents with all the components in all areas.
Mr. Dack: Asked how did our survey go,
Mr. Cruz: stated that district received 101 surveys completed by parents which made 23.5% return. In a 1 – 5 rating scale (5 = Highest) from all the surveys returned about 50% of the parents rated the school as a 5; 34% as a 4 and 16% as a rate of 3. In addition, ELAC parents indicated they still want the parents trainings.
The staff wants more science programs and students want more clubs a teacher just needs to step up.
Mr. Dack: commented on the new WC Buildings and how the State funding depends on the bond sale. He added if we do not get anything in August we need to write a letter to get some documentation purpose we need to start a paper trail.
Mr. Cruz: mentioned that he will be contacting SchoolWorks Inc. in order to get their assistance with this matter.

No input from the Public.
Board President closed LCAP Public Hearing at 7:17pm.

B. HOLD Public Hearing, PRESENT and DISCUSS Washington Colony Elementary School District's 2017-18 Proposed Budget

Staff presented the Budget and the Board of Trustees discussed the Washington Colony Elementary School District's Proposed Budget for 2017-18.

Maria/Mr. Cruz: See Budget Reports
Questions/Discussion:

Mr. Cruz and Maria: mentioned that this is a 1st draft of the Budget. The final draft and adopted budget will be coming in the June 27 Regular Board meeting. This is an estimated budget based on 2016/17 amounts.
This 2017/18 Budget estimates 4.2 million. This is an estimated base funding. In addition a quarter of the budget makes the supplemental and concentration funding included amounts within the LCAP goals 1/2/3. That money is used for supplemental programs to improve services such as for music/PE teachers and Reading Lab staff and supplemental materials. This funding is helping the students academic achievement. The students are getting Dual benefit from Music and PE.
25% is funding for the supplemental to increase for academics.
Funding per ADA is at $10,007. Expenses for certificated/classified employees' salaries are estimated with a 2 percent increase due to the step/column adjustment movements for teachers and classified.
It is also included in this projected Budget the statutory Benefits impact for PERS and STRS to increase also minimum wage is going up, and district needs to be aware of this.
Supplies increase 31 thousand for S/C due to computers.
Amounts will be presented at the June 27th board meeting.
On this budget report, Betty put in place the added cost for the Statutory benefits CALSTRS/PERS.

Mr. Dack: commented that the district should take a look at the accrued liabilities for benefits in Fund 20 as recommended in the 2016-17 Audit report. It was mentioned that the unfunded net obligations for the post employment benefits have increased and the annual amounts to amortize this debt have increase to about $ 138,000. Therefore, the Board recommends to look at the unfunded net obligations for the post employment benefits Fund 20 and the Superintendent can initiate the transfer as recommended in the 2016-17 audit report for the annual amounts to amortize this debt as part of the undesignated amount presented on this budget.

Mr. Cruz: as recommended by Board president, Mr. Cruz stated it that he will be working with Maria and Betty Thompson and find out if a resolution is needed for this type of transfer of net obligation funding for the Post Employment fund 20 of about $138,000.

Pete Mathew: Thanked the district team for all of their work.

No input from the Public.
Board President closed Budget Public Hearing at 7:46pm.

VI. Action Items

A. *Administration/Business/Governance*

None.

B. *Personnel/Students*

1. Offer of Employment for Teacher (Classroom Teacher 5th grade)

The Board ratified offer of employment for Barbara Smith – Teacher (5th Grade) on a motion by Pete Mathew, seconded by Rene Mendoza. (Ayes: Dack, Mathew, Mendoza; Noes: None; Abstentions: None; Absent: Liz Faccinto & Gary Chavez)

2. Offer of Employment for Teacher (Resource Specialist Program)

The Board ratified offer of employment for Richard McDermott – RSP Teacher on a motion by Pete Mathew, seconded by Rene Mendoza. (Ayes: Dack, Mathew, Mendoza; Noes: None; Abstentions: None; Absent: Liz Faccinto & Gary Chavez)

3. Retirement

The Board ratified acceptance of retirement from Priscilla Dack (Part-time Intervention teacher) on a motion by Bob Dack, seconded by Rene Mendoza. (Ayes: Dack, Mathew, Mendoza; Noes: None; Abstentions: None; Absent: Liz Faccinto & Gary Chavez)

VII. Adjournment

The Board adjourned the meeting at 7:52p.m. on a motion by Rene Mendoza, seconded by Pete Mathew. (Ayes: Dack, Mathew, Mendoza; Noes: None; Abstentions: None; Absent: Liz Faccinto & Gary Chavez)

Robert E. Dack, President

Gary Chavez, Clerk

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, May 9, 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.

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I. Call to Order

The May 9, 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 May 9, 2017 Regular Board Meeting was approved on a motion by Pete Mathew, seconded by Gary Chavez. (Ayes: Dack, Chavez, Faccinto, Mathew, Mendoza; Noes: None; Abstentions: None; Absent: None

B. Adopt Minutes

1. April 11, 2017 Regular Board Meeting

The minutes of the April 11, 2017 Regular Board Meeting, were adopted on a motion by Liz Faccinto, seconded by Pete Mathew (Ayes: Dack, Chavez, Faccinto, Mathew, Mendoza; Noes: None; Abstentions: None; Absent: None)

C. *Public Comment/Board Comment*

Bob Dack: Added that the drilling has begun for the new well at WUHS. The new well will be connected to our school well. Engineers are testing the water flow then they will design the pipeline. Bob, also added that the funding for the new Washington Colony buildings is pending until next fall based the state first bond issue is sold. Therefore, the extension will expire in April 2018.

D. *Correspondence*

Mr. Cruz: provided the Board with correspondence from FCSS regarding POSITIVE Certification based on the Budget 2nd Interim report. Mr. Cruz also provided correspondence to the Board regarding the status of the Rural School Bus Pilot Project (RSBPP) Application not been selected for funding at this time by the North Coast Unified Air Quality Management District.

V. Reports/Discussion/Information

A. *Administration/Business/Governance*

1. Math Club - Presentation**

Mr. Marquez: Presentation given of Math Club and Math Accomplishments. Recognition was given for students present for all of their hard work. Some Math Club members were present to report out on the Math Counts participation for the 5th consecutive year and 16 students competed this year. At the CSU Fresno Annual Math Field Day, 34 students competed and 2 individual trophies were awarded. Mr. Marquez also mentioned the Math Club biggest accomplishments of the year at the West Fresno Middle School Problem Solving Challenge. There were 8 individual winners of 24 participants from 6th, 7th & 8th grades. Also, 3 students are participating in Math Circles at Fresno State. In addition of attending the STEM conference for girls, 5 girls out of 15 are attending the Summer Math Academy at CSU, Fresno this summer. Mr. Marquez added that students have worked hard early mornings and weekends to get prepared. Thank you for the support given.
Mr. Cruz: Thanked Mr. Marquez for his hard work and dedication with the Math Club.
Bob Dack: Added that hard work will pay off and told students that they will use their math skills throughout their life. For instance, in engineering math builds up. He added that in the future we will have the biggest percent of students in Advanced Math classes in WUHS.
Mr. Cruz: commented that he is already meeting with area Superintendents and had conversations regarding 8th grade ELA/MATH expectations and how to prepare better students for High School and Career Ready.

2. Board History – J. Cruz

The Board reviewed excerpts from the minutes of meetings held May 9, 1967.

3. Policy Review

The Board reviewed and discussed this board policy.
BP 3110 Transfer of Funds
Mr. Cruz: Commented to the Board that possibility of doing a Global Adoption for all district's board policies. He will look into it and consult with CSBA.

4. Financial Report(s)*

Cash and County Treasury Report for April 2017 – Written Report

5. Superintendent's Report**

a) Provision 2 Lunch Program update**

Mr. Cruz: Provided the thanked the Board for their support regarding the Provision 2 Lunch Program application. As of April 28, 2017; WCESD district have received notice that the request to operate Provision 2 at Washington Colony Elementary School District was approved. The district will be sending a letter to Households and inform parents during Open House in May 17 that 100% of Lunch applications need to be collected by the first day of school for 2017-18 baseline year. Therefore, schools participating in the National School Lunch Program under the Provision 2 must serve school Breakfast and Lunch meals to all participating children at no charge for up to 4 consecutive years.

b) Parent Workshops update**
Mr. Cruz: provided the Board with a PowerPoint presentation in order to showcase the Parent Workshops, Parenting Partners Education programs and English Classes with RossettaStone software and Computer Literacy workshops.

6. WC Summer School Program and ASP Program Update**

Mrs. Evelyn Diaz: informed the Board that the district was ready for the Summer School Intervention program. Summer School would provide extra support to students recommended by teachers. Students 2^{nd} – 7^{th} grade will be participating. The program will run for two weeks from June 12 – June 23, 2017. There will be 6 teachers, 1 cook, 1 Library Aide. Sara Gonzales also explained that the Summer School for the After School Program (ASP) would run for three weeks from June 12 – June 30.
Bob Dack: Thanked Mrs. Diaz and Sara Gonzalez for leading the summer school programs.
Gary Chavez: commented that it will be good for students and thanked Mrs. Diaz and Sara as well.

7. Seamless Summer Food Program** I. Keener

Mr. Cruz: explained the Seamless Summer Food Program available this summer for 12 months - 18 years olds (Everyone Eats Free).

8. **RECEIVE** the Reopener Proposal for 2017-18 from the Washington Colony Teachers Association to the Washington Colony Elementary School District.

Information Item: Washington Colony Elementary School District received Reopener proposal by WCTA.

9. **RECEIVE** the Reopener Proposal for 2017-18 from the Washington Colony Elementary School District to the Washington Colony Teachers Association.

Information Item: Washington Colony Teacher Association received Reopener proposal by WCESD.

B. Curriculum/Instruction/Assessment

1. Preschool – Agency Annual Report**

Leah Welch: Provided a Presentation/Report: Preschool Program Review Instrument Process. The discussion involved:
-Plan for Parent Involvement
- Family Eligibility Requirements
-Governance and Administration
-Standards, Assessment, and Accountability
-Staffing and Professional Development
-Opportunity and Equal Educational Access
-Teaching and Learning
Mr. Cruz: took the opportunity to thank Leah Welch, Mrs. Dack and the entire Preschool Team for their work and commitment to the preschool program.
Leah Welch: invited the Board to the Preschool graduation on June 2nd at 9:30am.

2. PBIS SILVER Model School Award**

Mr. Cruz: announced that the district has received the PBIS Silver Model School Award.

C. Personnel/Students

1. ADA/Enrollment Report*

Enrollment for the period ending May 5, 2017 was 433.

2. Suspension Report**- E. Diaz

Mrs. Diaz gave Suspension Report and explained how the PBIS program reinforces good behavior.

3. 8th Grade Promotion Ceremony Update**- J. Cruz

Mr. Cruz provided updates: Promotion Ceremony: June 1st Dinner Dance 6:00pm - 8:30pm, June 6 Promotion Ceremony.

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. Warrants

The Board reviewed and ratified warrants paid for the period April 1 – April 30, 2017 on a motion by Liz Faccinto, seconded by Rene Mendoza. (Ayes: Dack, Chavez, Faccinto, Mathew, Mendoza; Noes: None; Abstentions: None; Absent: None)

2. Policy Adoption

The Board adopted the following Board Policies on a motion by Gary Chavez, seconded by Pete Mathew. (Ayes: Dack, Chavez, Faccinto, Mathew, Mendoza; Noes: None; Abstentions: None; Absent: None)

AR 4222 Teacher Aides/Paraprofessionals

3. Contract/Service Agreements

a) 6th Grade Camp- Sierra Outdoor School 2017-18

The Board approved the 6th grade Camp-Sierra Outdoor proposal agreement 2017-18 on a motion by Liz Faccinto, seconded by Gary Chavez. (Ayes: Dack, Chavez, Faccinto, Mathew, Mendoza; Noes: None; Abstentions: None; Absent: None)

b) METEOR

The Board ratified the METEOR proposal for classroom furniture purchase grades K-2 on a motion by Gary Chavez, seconded by Rene Mendoza. (Ayes: Dack, Chavez, Faccinto, Mathew, Mendoza; Noes: None; Abstentions: None; Absent: None)

B. Personnel/Students

1. Resignation

The Board ratified the acceptance of resignation from Dim Lyles, 4th grade teacher on a motion by Liz Faccinto, seconded by Pete Mathew. (Ayes: Dack, Chavez, Faccinto, Mathew, Mendoza; Noes: None; Abstentions: None; Absent: None)

2. Interdistrict Attendance Permits

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

C. Curriculum/Instruction/Assessment

1. Declaration of Need for Fully Qualified Educators

The Board adopted the Declaration of Need for Fully Qualified Educators for the 2017- 2018 school year on a motion by Gary Chavez, seconded by Rene Mendoza. (Ayes: Dack, Chavez, Faccinto, Mathew, Mendoza; Noes: None; Abstentions: None; Absent: None)

VII. Closed Session

The Board met in closed session beginning at 8:23 p.m. on a motion by Pete Mathew, seconded by Gary Chavez. (Ayes: Dack, Chavez, Faccinto, Mathew, Mendoza; Noes: None; Abstentions: None; Absent: None) pursuant to:

Government Code section 54957.6
CONFERENCE WITH LABOR NEGOTIATORS
District Negotiator: Superintendent/Principal, Jesus Cruz
Employee Organization: Washington Colony Teachers Association

VIII. Reconvene

The Board reconvened the meeting at 8:35p.m. on a motion by Pete Mathew, seconded by Liz Faccinto. (Ayes: Dack, Chavez, Faccinto, Mathew, Mendoza; Noes: None; Abstentions: None; Absent: None (Nothing to report out)

IX. Adjournment

The Board adjourned the meeting at 8:36p.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: June 27, 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 nonagenda 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.1
DATE: June 27, 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 June 13, 1967; and June 19,1992 follow for your review.

WASHINGTON COLONY SCHOOL
BOARD OF TRUSTEES
MINUTES OF REGULAR BOARD MEETING
June 13, 1967

Meeting was called to order by President of the Board, Henry Salwasser at 7:30 p.m. in the library of Washington Colony School with three members present (Bruce Blacksill, John Pylman and Henry Salwasser). John Moran and Bud Barberich were absent.
Others present were Mr. Glenn Hopkins and Ray Nielsen from Interstate Restaurant Supply Co. to discuss with the Board the Groen Steam Kettle.

ACTING CLERK, BRUCE BLACKSILL: In the absence of the Clerk of the Board, John Moran, Mr. Salwasser appointed Bruce Blacksill to act as Temporary Clerk.

MINUTES OF REGULAR MEETING OF MAY 9 were read and approved by motion of Bruce Blacksill, seconded by John Pylman.

MAINTENANCE REGISTER AND WARRANTS were approved for payment by motion of Bruce Blacksill, seconded by John Pylman. They were then signed by the members present.

ANNUAL REPORT OF GOVENING BOARD: Mr. Pylman made a motion which was seconded by Bruce Blacksill that the report of the Govering Board be approved and signed by Mr. Blacksill as acting Clerk.

ANNUAL ORGANIZATIONAL MEETING DATE: Bruce Blacksill made a motion, seconded by John Pylman that the organizational meeting be held on July 12 at 5:00 p.m. in the schools library. Motion carried.

CERTIFICATED CONTRACTS: Teacher contracts and the contract of District Superintendent for next year were signed after they were approved upon motion of Bruce Blacksill, seconded by John Pylman.

OPENING, CLOSING AND VACATION DATES: Upon motion of Bruce Blacksill, seconded by Mr. Pylman the opening, closing and vacation dates were adopted for next year school term. (See copy attached)

SCHOOL LUNCH PRICES: Due to the financial difficulties caused by the increase costs of food items and labor, it was decided, upon motion of Mr. Blacksill, seconded by Mr. Pylman, that we increase the price of school lunches to 30¢ for next year.

PRUCHASE OF STEAM KETTLE: After a motion made by Mr. Blacksill, seconded by Mr. Pylman, the Board decided to go ahead and purchase the steam kettle for the kitchen.

TENATIVE BUDGET: Mr. Pylman made a motion, seconded by Mr. Blacksill that the Tentative Budget for 1967/68 be adopted as presented. The Board requested that Mr. Massie prepare a simple version of income and expenses for furthur Board discussion.

BUDGET HEARING: The date for the Public Budget Hearing has been set at August 2nd in the school library at 5:00 p.m.

POSTING OF SIGNS ON SCHOOL GATES: Mr. Massie was requested to get the opinion of the Fresno County Counsel on the necessity of posting any kind of signs on the school gates concerning loitering or activities near building or on corridors or the school grounds.

ITV INSTALLATIONS: It was the decision of the Board to suthorize Mr. Massie to go ahead with the proposed television installations so that we may take advantage of the Fresno County Educational Television programs under the Elementary and Secondary Educational Act, Title 1 of the Federal programs.

CORRESPONDENCE: Mr. Massie read and discussed with the Board the proposed scholarship fund in memory of Harold L. Coles, Fresno County Superintendent of Schools as proposed by the Fresno County Trustees Association. Contributions are to be mailed to Mr. Elmer Scogard.

Meeting was adjorned upon motion of John Pylman, seconded by Bruce Blacksill.

Respectfully submitted:

James G. Massie,
Secretary to the Board

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

Bruce Blacksill Acting, Clerk
(John Moran)

WASHINGTON COLONY SCHOOL DISTRICT

BOARD OF TRUSTEES

Minutes of Regular Meeting

June 19, 1992

I. CALL TO ORDER

The meeting was called to order in the school library at 5:32 p.m. by Board President, Mike Aguilar.

II. FLAG SALUTE

The flag salute was led by Dale Drew, Superintendent

III. ROLL CALL

Members present: Mike Aguilar, Ted Davis, Pete Mathew, Joyce Quiroz.
Members absent: Paul Demant. Others present: Marlene Phillips

IV. ROUTINE BUSINESS

A. AGENDA

The agenda was approved on a motion by Joyce Quiroz, seconded by Pete Mathew. Motion carried

B. MINUTES
June 12, 1992 Special Meeting

The minutes of the June 12, 1992 Special Meeting were approved with the following corrections on a motion by Pete Mathew, seconded by Joyce Quiroz. Motion carried.

I. Corrections
Item VI, A: See summary sheet attached.
Item VII, J: From the Student Body Fund.

C. WARRANTS

Warrants #920643 to #920665 dated June 8, 1992 and Warrants #920666 to #920684 dated June 18, 1992 were approved on a motion by Joyce Quiroz, seconded by Ted Davis. Motion carried.

D. DISTRIBUTION OF MATERIALS

Materials were distributed to respective board members.

E. CORRESPONDENCE

There was no correspondence at this meeting

F. PUBLIC PRESENTATION

None at this meeting.

V. CLOSED SESSION (6:11 p.m. - 6:31 p.m.)

A. PERSONNEL

The board met in closed session to discuss matters of personnel.

VI. ACTION ITEMS

A. AUTHORIZED SIGNATURE PERMIT

The board authorized Dale H. Drew, District Superintendent, to sign orders in the name of the Governing Board on a motion by Pete Mathew, seconded by Joyce Quiroz. Motion carried.

B. CONSULTANT SERVICES

The board approved contracting with Dale H. Drew for consultant services for the period June 22, 1992 through June 30, 1992 on a per diem basis. Estimated cost: $ 1,536.00. The motion was made by Pete Mathew, seconded by Joyce Qurioz. Motion carried.

C. SCHOOL SERVICES OF CALIFORNIA - SCHOOL FINANCE CONFERENCE

The board approved the Superintendent's attendance at the School Services of California School Finance Conference on Thursday, July 9, 1992 in Anaheim. Estimated Cost: $ 269.00 plus milege. The motion was made by Joyce Quiroz, seconded by Ted Davis. Motion carried.

D. TOBACCO AWARENESS PROGRAM

The board tabled consideration of a request from the Tobacco Awareness Program to conduct a two-week summer program, July 27 through August 7, 1992. The board directed the Superintendent to request Erin Licon to attend the July 14, 1992 regular board meeting to clarify details of the program and address board concerns. The motion to table was made by Joyce Quiroz, seconded by Ted Davis.
Motion carried.

E. 1992-93 LEVY OF PERMISSIVE OVERRIDE TAXES

The board approved a motion to direct the Fresno County Superintendent of Schools and the Fresno County Auditor-Controller to levy the following permissive override tax: State School Building Aid (CAM 215): $ 44,927.00. (Annual Repayment on Account of State School Building Fund Apportionment). The motion was made by Joyce Quiroz, seconded by Ted Davis. Motion carried.

VII. DISCUSSION/INFORMATION

None at this meeting.

VIII. ADJOURNMENT

The meeting was adjourned at 6:32 p.m. on a motion by Joyce Quiroz, seconded by Ted Davis. Motion carried.

Mike Aguilar
Board President

Pete Mathew
Board Clerk

WCESD BOARD OF TRUSTEES

ITEM NO. V.A.2
DATE: June 27, 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 5141.52 Suicide Prevention – Education Code 215, as added by AB 2246 (Ch. 642, Statutes of 2016), mandates that the Governing Board of any district serving students in grades 7-12 adopt a policy on student suicide prevention, intervention, and postvention (i.e., intervention conducted after a suicide) with specified components. Those components are addressed in the following policy and the accompanying administrative regulation. Also see the California Department of Education's model policy required by Education Code 215. The Governing Board recognizes that suicide is a leading cause of death among youth and that school personnel who regularly interact with students are often in a position to recognize the warning signs of suicide and to offer appropriate referral and/or assistance. To attempt to reduce suicidal behavior and its impact on students and families, the Superintendent or designee shall develop measures and strategies for suicide prevention, intervention, and postvention.

AR 5141.52 Suicide Prevention - Education Code 215, as added by AB 2246 (Ch. 642, Statutes of 2016), mandates that the district's policy and procedures address any training to be provided to teachers of students in grades 7-12 on suicide awareness and prevention. In addition, Education Code 49604 encourages each district to provide suicide prevention training at least once to each middle, junior high, and high school counselor. Suicide prevention training shall be provided to teachers, counselors, and other district employees who interact with students at the secondary level.

Board Policy
Suicide Prevention

BP 5141.52

Students

~~***Note: Education Code 215, as added by AB 2246 (Ch. 642, Statutes of 2016), mandates that the Governing Board of any district serving students in grades 7-12 adopt a policy on student suicide prevention, intervention, and postvention (i.e., intervention conducted after a suicide) with specified components. Those components are addressed in the following policy and the accompanying administrative regulation. Also see the California Department of Education's model policy required by Education Code 215.***~~

~~***Note: The following policy and accompanying administrative regulation should be revised to reflect district practice. Pursuant to Education Code 215, the policy must be developed in consultation with school and community stakeholders, school-employed mental health professionals, and suicide prevention experts. It is recommended that districts also consult with legal counsel and the district's risk manager or insurance carrier, as appropriate.***~~

The Governing Board recognizes that suicide is a leading cause of death among youth and that school personnel who regularly interact with students are often in a position to recognize the warning signs of suicide and to offer appropriate referral and/or assistance. To attempt to reduce suicidal behavior and its impact on students and families, the Superintendent or designee shall develop measures and strategies for suicide prevention, intervention, and postvention.

In developing measures and strategies for use by the district, the Superintendent or designee may consult with school health professionals, school counselors, school psychologists, school social workers, administrators, other staff, parents/guardians, students, local health agencies, mental health professionals, and community organizations.

(cf. 1020 - Youth Services)
(cf. 1220 - Citizen Advisory Committees)
(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

Such measures and strategies shall include, but are not limited to:

~~***Note: Education Code 215, as added by AB 2246 (Ch. 642, Statutes of 2016), mandates that the district's policy address any training to be provided to teachers~~

~~of students in grades 7-12 on suicide awareness and prevention. See the accompanying administrative regulation for additional language fulfilling this mandate. In addition, Education Code 49604 encourages each district to provide suicide prevention training at least once to each middle, junior high, and high school counselor. Item #1 may be revised to specify other categories of employees who will receive the training.***~~

1. Staff development on suicide awareness and prevention for teachers, school counselors, and other district employees who interact with students in the secondary grades

(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

~~***Note: Items #2-7 below reflect optional strategies for suicide prevention, intervention, and postvention and may be revised to reflect district practice.***~~

2. Instruction to students in problem-solving and coping skills to promote students' mental, emotional, and social health and well-being, as well as instruction in recognizing and appropriately responding to warning signs of suicidal intent in others

(cf. 6142.8 - Comprehensive Health Education)

3. Methods for promoting a positive school climate that enhances students' feelings of connectedness with the school and that is characterized by caring staff and harmonious interrelationships among students

(cf. 5131 - Conduct)
(cf. 5131.2 - Bullying)
(cf. 5137 - Positive School Climate)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)
(cf. 5145.9 - Hate-Motivated Behavior)

4. The provision of information to parents/guardians regarding risk factors and warning signs of suicide, the severity of the youth suicide problem, the district's suicide prevention curriculum, basic steps for helping suicidal youth, and/or school and community resources that can help youth in crisis

5. Encouragement for students to notify appropriate school personnel or other adults when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions

6. Crisis intervention procedures for addressing suicide threats or attempts

7. Counseling and other postvention strategies for helping students, staff, and others cope in the aftermath of a student's suicide

~~***Note: Education Code 215, as added by AB 2246 (Ch. 642, Statutes of 2016), mandates that the district's policy specifically address the needs of high-risk groups, including, but not limited to, those listed in the following paragraph. See the accompanying administrative regulation for additional language fulfilling this mandate.***~~

As appropriate, these measures and strategies shall specifically address the needs of students who are at high risk of suicide, including, but not limited to, students who are bereaved by suicide; students with disabilities, mental illness, or substance use disorders; students who are experiencing homelessness or who are in out-of-home settings such as foster care; and students who are lesbian, gay, bisexual, transgender, or questioning youth. (Education Code 215)

Legal Reference:
EDUCATION CODE
215 Student suicide prevention policies
32280-32289 Comprehensive safety plan
49060-49079 Student records
49602 Confidentiality of student information
49604 Suicide prevention training for school counselors
GOVERNMENT CODE
810-996.6 Government Claims Act
PENAL CODE
11164-11174.3 Child Abuse and Neglect Reporting Act
WELFARE AND INSTITUTIONS CODE
5698 Emotionally disturbed youth; legislative intent
5850-5883 Mental Health Services Act
COURT DECISIONS
Corales v. Bennett (Ontario-Montclair School District), (2009) 567 F.3d 554

Management Resources:
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Health Education Content Standards for California Public Schools, Kindergarten Through Grade Twelve, 2008
Health Framework for California Public Schools, Kindergarten Through Grade Twelve, 2003

CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS
School Connectedness: Strategies for Increasing Protective Factors Among Youth, 2009
NATIONAL ASSOCIATION OF SCHOOL PSYCHOLOGISTS PUBLICATIONS
Preventing Suicide, Guidelines for Administrators and Crisis Teams, 2015
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLICATIONS
Preventing Suicide: A Toolkit for High Schools, 2012
National Strategy for Suicide Prevention: Goals and Objectives for Action, rev. 2012
WEB SITES
American Association of Suicidology: http://www.suicidology.org
American Foundation for Suicide Prevention: http://afsp.org
American Psychological Association: http://www.apa.org
American School Counselor Association: http://www.schoolcounselor.org
California Department of Education, Mental Health: http://www.cde.ca.gov/ls/cg/mh
California Department of Health Care Services, Suicide Prevention Program: http://www.dhcs.ca.gov/services/MH/Pages/SuicidePrevention.aspx
Centers for Disease Control and Prevention, Mental Health: http://www.cdc.gov/mentalhealth
National Association of School Psychologists: http://www.nasponline.org
National Institute for Mental Health: http://www.nimh.nih.gov
Trevor Project: http://thetrevorproject.org
U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration: http://www.samhsa.gov

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Administrative Regulation
Suicide Prevention

AR 5141.52

Students

~~***Note: Pursuant to Education Code 215, as added by AB 2246 (Ch. 642, Statutes of 2016), districts serving students in grades 7-12 are mandated to adopt a policy on student suicide prevention, intervention, and postvention (i.e., intervention conducted after a suicide). See the accompanying Board policy. The following administrative regulation provides additional strategies that fulfill the mandate and may be revised to reflect district practice.***~~

~~***Note: Examples of suicide prevention strategies are available in the California Department of Education's (CDE) model policy created in response to AB 2246, the U.S. Department of Health and Human Services publication Preventing Suicide: A Toolkit for High Schools, and resources issued by other state and federal agencies and organizations. For further information about strategies to protect students from bullying, cyberbullying, and other harassment, see BP 5131 - Conduct, BP 5131.2 - Bullying, BP 5145.3 - Nondiscrimination/Harassment, and BP 5145.9 - Hate-Motivated Behavior.***~~

Staff Development

~~***Note: Education Code 215, as added by AB 2246 (Ch. 642, Statutes of 2016), mandates that the district's policy and procedures address any training to be provided to teachers of students in grades 7-12 on suicide awareness and prevention. In addition, Education Code 49604 encourages each district to provide suicide prevention training at least once to each middle, junior high, and high school counselor. The following section may be revised to reflect district practice.***~~

Suicide prevention training shall be provided to teachers, counselors, and other district employees who interact with students at the secondary level. The training shall be offered under the direction of a district counselor/psychologist and/or in cooperation with one or more community mental health agencies.

(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

Materials for training shall include how to identify appropriate mental health

services at the school site and within the community, and when and how to refer youth and their families to those services. Materials also may include programs that can be completed through self-review of suitable suicide prevention materials. (Education Code 215)

Staff development shall include research and information related to the following topics:

~~***Note: Education Code 215, as added by AB 2246 (Ch. 642, Statutes of 2016), mandates that the district's policy specifically address the needs of high-risk groups; see the accompanying Board policy. One strategy to specifically address their needs is to increase staff awareness of the higher rates of suicide among these groups, as provided in item #1 below.***~~

1. The higher risk of suicide among certain groups, including, but not limited to, students who are bereaved by suicide; students with disabilities, mental illness, or substance use disorders; students who are experiencing homelessness or who are in out-of-home settings such as foster care; and students who are lesbian, gay, bisexual, transgender, or questioning youth

~~***Note: Staff development may include training about risk factors associated with suicide, as provided in item #2 below. Information about risk factors is available from the CDE, Centers for Disease Control and Prevention, American Association of Suicidology, American Foundation for Suicide Prevention, Trevor Project, and other agencies and organizations.***~~

2. Individual risk factors such as previous suicide attempt(s) or self-harm, history of depression or mental illness, family history of suicide or violence, feelings of isolation, interpersonal conflicts, a recent severe stressor or loss, family instability, impulsivity, and other factors

(cf. 5131.6 - Alcohol and Other Drugs)

3. Warning signs that may indicate depression, emotional distress, or suicidal intentions, such as changes in students' personality or behavior and verbalizations of hopelessness or suicidal intent

4. Protective factors that may help to decrease a person's suicide risk, such as resiliency, problem-solving ability, access to mental health care, and positive connections to family, peers, school, and community

5. Instructional strategies for teaching the suicide prevention curriculum and promoting mental and emotional health

6. School and community resources and services, including resources and services that meet the specific needs of high-risk groups

(cf. 5141.6 - School Health Services)
(cf. 6164.2 - Guidance/Counseling Services)

7. District procedures for intervening when a student attempts, threatens, or discloses the desire to die by suicide

Instruction

~~***Note: The state's content standards for health education include voluntary standards pertaining to mental, emotional, and social health at selected elementary and secondary grades and suicide prevention instruction at grade 7 or 8 and in high school. The district may revise the following paragraph to reflect grade levels offered by the district.***~~

The district's comprehensive health education program shall promote the healthy mental, emotional, and social development of students and shall be aligned with the state content standards and curriculum framework. Suicide prevention instruction shall be incorporated into the health education curriculum at appropriate secondary grades and shall be designed to help students:

1. Identify and analyze signs of depression and self-destructive behaviors and understand how feelings of depression, loss, isolation, inadequacy, and anxiety can lead to thoughts of suicide

2. Develop coping and resiliency skills and self-esteem

3. Learn to listen, be honest, share feelings, and get help when communicating with friends who show signs of suicidal intent

4. Identify trusted adults, school resources, and/or community crisis intervention resources where youth can get help and recognize that there is no stigma associated with seeking services for mental health, substance abuse, and/or suicide prevention

(cf. 1020 - Youth Services)
(cf. 5131.6 - Alcohol and Other Drugs)
(cf. 5141.6 - School Health Services)
(cf. 6142.8 - Comprehensive Health Education)
(cf. 6164.2 - Guidance/Counseling Services)

Intervention

~~***Note: Education Code 215, as added by AB 2246 (Ch. 642, Statutes of 2016), mandates that the district's policy and procedures address suicide intervention. The following section should be revised to reflect district practice.***~~

~~***Note: In addition, the district may choose to incorporate crisis intervention strategies in its comprehensive school safety plan adopted pursuant to Education Code 32280-32289; see BP/AR 0450 - Comprehensive Safety Plan.***~~

Students shall be encouraged to notify a teacher, principal, counselor, or other adult when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions.

Every statement regarding suicidal intent shall be taken seriously. Whenever a staff member suspects or has knowledge of a student's suicidal intentions based on the student's verbalizations or act of self-harm, he/she shall promptly notify the principal or school counselor.

~~***Note: Education Code 49602 generally protects the confidentiality of information of a personal nature disclosed to a school counselor by a student age 12 years or older or by a parent/guardian. However, in certain circumstances, the counselor may disclose such information to avert a clear and present danger to the health, safety, or welfare of the student. Also see BP 6164.2 - Guidance/Counseling Services.***~~

Although any personal information that a student discloses to a school counselor shall generally not be revealed, released, referenced, or discussed with third parties, the counselor may report to the principal or student's parents/guardians when he/she has reasonable cause to believe that disclosure is necessary to avert a clear and present danger to the health, safety, or welfare of the student. In addition, the counselor may disclose information of a personal nature to psychotherapists, other health care providers, or the school nurse for the sole purpose of referring the student for treatment. (Education Code 49602)

(cf. 5141 - Health Care and Emergencies)

A school employee shall act only within the authorization and scope of his/her credential or license. An employee is not authorized to diagnose or treat mental illness unless he/she is specifically licensed and employed to do so. (Education Code 215)

Whenever schools establish a peer counseling system to provide support for students, peer counselors shall receive training that includes identification of the warning signs of suicidal behavior and referral of a suicidal student to appropriate

adults.

(cf. 5138 - Conflict Resolution/Peer Mediation)

When a suicide attempt or threat is reported, the principal or designee shall ensure student safety by taking the following actions:

1. Immediately securing medical treatment and/or mental health services as necessary

2. Notifying law enforcement and/or other emergency assistance if a suicidal act is being actively threatened

3. Keeping the student under continuous adult supervision until the parent/guardian and/or appropriate support agent or agency can be contacted and has the opportunity to intervene

4. Removing other students from the immediate area as soon as possible

(cf. 0450 - Comprehensive Safety Plan)
(cf. 5141 - Health Care and Emergencies)

The principal or designee shall document the incident in writing, including the steps that the school took in response to the suicide attempt or threat.

(cf. 5125 - Student Records)

~~***Note: The following paragraph is optional. If a student's parents/guardians refuse or neglect to access treatment for a student who has been identified to be at risk for suicide, the Superintendent or designee shall consider whether a referral to child protective services for child neglect is needed. Pursuant to Penal Code 11164-11174.3, the Child Abuse and Neglect Reporting Act, school employees who are mandated reporters are required to report child abuse or neglect, as defined in law, when they have knowledge of or reasonably suspect that a child is a victim of child abuse or neglect. See BP/AR 5141.4 - Child Abuse Prevention and Reporting.***~~

The Superintendent or designee shall follow up with the parent/guardian and student in a timely manner to provide referrals to appropriate services as needed. If the parent/guardian does not access treatment for the student, the Superintendent or designee may meet with the parent/guardian to identify barriers to treatment and assist the family in providing follow-up care for the student. If follow-up care is still not provided, the Superintendent or designee shall consider whether he/she is required, pursuant to laws for mandated

reporters of child neglect, to refer the matter to the local child protective services agency.

(cf. 5141.4 - Child Abuse Prevention and Reporting)

For any student returning to school after a mental health crisis, the principal or designee and/or school counselor may meet with the parents/guardians and, if appropriate, with the student to discuss re-entry and appropriate next steps to ensure the student's readiness for return to school.

Postvention

~~***Note: Education Code 215, as added by AB 2246 (Ch. 642, Statutes of 2016), mandates that the district's policy and procedures address suicide postvention. The following section should be revised to reflect district practice.***~~

In the event that a student dies by suicide, the Superintendent or designee shall communicate with the student's parents/guardians to offer condolences, assistance, and resources. In accordance with the laws governing confidentiality of student record information, the Superintendent or designee shall consult with the parents/guardians regarding facts that may be divulged to other students, parents/guardians, and staff.

~~***Note: Research has identified an increased risk of suicide among youth who are grieving the suicide of another (so-called "suicide contagion"). The National Association of School Psychologists, in its Preventing Suicide, Guidelines for Administrators and Crisis Teams, recommends that memorials should be implemented with care so as not to sensationalize or glamorize suicide and thereby increase the suicide risk to other students. If a memorial is conducted for a student who dies by suicide, the association suggests a living memorial, such as making donations to a local crisis center, participating in an event that raises awareness about suicide prevention, or providing other opportunities for service activities in the school.***~~

The Superintendent or designee shall implement procedures to address students' and staff's grief and to minimize the risk of imitative suicide or suicide contagion. He/she shall provide students, parents/guardians, and staff with information, counseling, and/or referrals to community agencies as needed. School staff may receive assistance from school counselors or other mental health professionals in determining how best to discuss the suicide or attempted suicide with students.

Any response to media inquiries shall be handled by the district-designated spokesperson who shall not divulge confidential information. The district's response shall not sensationalize suicide and shall focus on the district's

postvention plan and available resources.

(cf. 1112- Media Relations)

After any suicide or attempted suicide by a student, the Superintendent or designee shall provide an opportunity for all staff who responded to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions.

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WCESD BOARD OF TRUSTEES

ITEM NO. V.A.3
DATE: June 27, 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 May 2017 follows for your review.

Cash In County Treasury
Aggregate

From 5/1/2017 thru 5/31/2017
Fund: 0100 (6150 60001) General Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 5/1/2017							$2,256,316.28
5/10/2017	TF -171802	0001775101 17 REVERSE ERAF FOR VLF 2ND A	$0.00	$9,084.20	$7,219,882.10	$4,972,650.02	$2,247,232.08
5/10/2017	TF -171804	0001775318 17-TAX NEUTRALITY APPORT.	$4.27	$0.00	$7,219,886.37	$4,972,650.02	$2,247,236.35
5/11/2017	APY -20161	Cancel Warrant #511961917	$505.87	$0.00	$7,220,392.24	$4,972,650.02	$2,247,742.22
5/12/2017	APY -20161	Cancel Warrant #511965532	$494.17	$0.00	$7,220,886.41	$4,972,650.02	$2,248,236.39
5/12/2017	APY -20161	Cancel Warrant #511965551	$27.00	$0.00	$7,220,913.41	$4,972,650.02	$2,248,263.39
5/17/2017	APY -20175	Accounts Payable 5/17/2017	$0.00	$53,003.82	$7,220,913.41	$5,025,653.84	$2,195,259.57
5/18/2017	CA -37315	388793 APR CVT REI	$12,141.89	$0.00	$7,233,055.30	$5,025,653.84	$2,207,401.46
5/18/2017	CA -37315	388793 FRESN EQP RE	$19.81	$0.00	$7,233,075.11	$5,025,653.84	$2,207,421.27
5/18/2017	CA -37315	388793 LIB FINES	$44.85	$0.00	$7,233,119.96	$5,025,653.84	$2,207,466.12
5/18/2017	CA -37315	388793 MATH CAMP BER	$50.00	$0.00	$7,233,169.96	$5,025,653.84	$2,207,516.12
5/18/2017	CA -37315	388793 SCH REIMB	$59.13	$0.00	$7,233,229.09	$5,025,653.84	$2,207,575.25
5/25/2017	TF -171828	#1190 MEDICARE CHRGS 5/31/2017 PAYROLL	$0.00	$3,066.52	$7,233,229.09	$5,028,720.36	$2,204,508.73
5/25/2017	TF -171829	#1189 FICA CHRGS 5/21/2017 PAYROLL	$0.00	$3,733.18	$7,233,229.09	$5,032,453.54	$2,200,775.55
5/25/2017	TF -171831	#1191 PERS DIST CHRGS 5/31/2017 PAYROLL	$0.00	$6,048.74	$7,233,229.09	$5,038,502.28	$2,194,726.81
5/25/2017	TF -171835	#1192 STRS DIST CONT 5/31/2017 PAYROLL	$0.00	$20,358.10	$7,233,229.09	$5,058,860.38	$2,174,368.71
5/25/2017	TF -171897	0001777595 17-CURRENT SECURED SUPPLEME	$2,147.80	$0.00	$7,235,376.89	$5,058,860.38	$2,176,516.51
5/26/2017	TF -171839	JV#1199 16-17 STATE APPORTIONMENT MAY :	$10,733.00	$0.00	$7,246,109.89	$5,058,860.38	$2,187,249.51
5/26/2017	TF -171844	JV#1204 16-17 1ST PRIN. APPORTIONMENT MA	$284,105.00	$2,966.00	$7,530,214.89	$5,061,826.38	$2,468,388.51
5/31/2017	PAY -53117	PAYROLL 5/31/2017	$102,577.66	$296,053.74	$7,632,792.55	$5,357,880.12	$2,274,912.43
	Total Activity		$412,910.45	$394,314.30			
	Ending Balance				$7,632,792.55	$5,357,880.12	$2,274,912.43

Cash In County Treasury
Aggregate

From 5/1/2017 thru 5/31/2017
Fund: 1200 (6150 60012) Child Development Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 5/1/2017							$76,862.84
5/17/2017	APY -20175	Accounts Payable 5/17/2017	$0.00	$342.19	$218,737.92	$142,217.27	$76,520.65
5/18/2017	CA -37315	388793 APR PRE APTM	$10,480.00	$0.00	$229,217.92	$142,217.27	$87,000.65
5/18/2017	CA -37315	388793 WELCH CVT REI	$988.27	$0.00	$230,206.19	$142,217.27	$87,988.92
5/25/2017	TF -171831	#1191 PERS DIST CHRGS 5/31/2017 PAYROLL	$0.00	$66.65	$230,206.19	$142,283.92	$87,922.27
5/25/2017	TF -171835	#1192 STRS DIST CONT 5/31/2017 PAYROLL	$0.00	$483.91	$230,206.19	$142,767.83	$87,438.36
5/31/2017	PAY -53117	PAYROLL 5/31/2017	$2,182.52	$12,064.55	$232,388.71	$154,832.38	$77,556.33
	Total Activity		$13,650.79	$12,957.30			
	Ending Balance				$232,388.71	$154,832.38	$77,556.33

Cash In County Treasury
Aggregate

From 5/1/2017 thru 5/31/2017
Fund: 1300 (6150 60008) Cafeteria Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 5/1/2017							$167,230.70
5/9/2017	CA -37230	388279	$65.25	$0.00	$485,227.48	$317,931.53	$167,295.95
5/9/2017	CA -37230	388279 st mls 5/12	$620.00	$0.00	$485,847.48	$317,931.53	$167,915.95
5/9/2017	CA -37234	388280 st mls 5/15	$272.90	$0.00	$486,120.38	$317,931.53	$168,188.85
5/17/2017	APY -20175	Accounts Payable 5/17/2017	$0.00	$11,640.44	$486,120.38	$329,571.97	$156,548.41
5/18/2017	CA -37292	388791 ad mls 5/22	$58.25	$0.00	$486,178.63	$329,571.97	$156,606.66
5/18/2017	CA -37292	388791 st mls 5/22	$1,062.95	$0.00	$487,241.58	$329,571.97	$157,669.61
5/18/2017	CA -37315	388793 ADLT APR MEAL	$258.50	$0.00	$487,500.08	$329,571.97	$157,928.11
5/24/2017	CA -37343	389083 ad.mls 5/26	$87.25	$0.00	$487,587.33	$329,571.97	$158,015.36
5/24/2017	CA -37343	389083 st.mls 5/26	$766.05	$0.00	$488,353.38	$329,571.97	$158,781.41
5/25/2017	TF -171831	#1191 PERS DIST CHRGS 5/31/2017 PAYROLL	$0.00	$1,117.64	$488,353.38	$330,689.61	$157,663.77
5/30/2017	CA -37365	389299 ad.mls 5/30	$53.00	$0.00	$488,406.38	$330,689.61	$157,716.77
5/30/2017	CA -37365	389299 st. mls 5/30	$578.25	$0.00	$488,984.63	$330,689.61	$158,295.02
5/31/2017	PAY -53117	PAYROLL 5/31/2017	$2,691.27	$12,540.15	$491,675.90	$343,229.76	$148,446.14
	Total Activity		$6,513.67	$25,298.23			
	Ending Balance				$491,675.90	$343,229.76	$148,446.14

Cash In County Treasury
Aggregate

From 5/1/2017 thru 5/31/2017
Fund: 1400 (6150 60005) Deferred Maintenance Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 5/1/2017							$100,525.88
		Total Activity	$0.00	$0.00			
		Ending Balance			$100,525.88	$0.00	$100,525.88

Cash In County Treasury
Aggregate

From 5/1/2017 thru 5/31/2017
Fund: 1500 (6150 60010) Pupil Transportation Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 5/1/2017							$46,084.16
		Total Activity	$0.00	$0.00			
		Ending Balance			$46,084.16	$0.00	$46,084.16

Cash In County Treasury
Aggregate

From 5/1/2017 thru 5/31/2017
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 5/1/2017							$104,952.70
		Total Activity	$0.00	$0.00			
		Ending Balance			$104,952.70	$0.00	$104,952.70

Cash In County Treasury
Aggregate

From 5/1/2017 thru 5/31/2017
Fund: 2000 (6150 60078) Special Reserve Fund for Postemployment Benefits

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 5/1/2017							$283,035.33
		Total Activity	$0.00	$0.00			
		Ending Balance			$283,035.33	$0.00	$283,035.33

Cash In County Treasury
Aggregate

From 5/1/2017 thru 5/31/2017
Fund: 2100 (6150 65069) Building Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 5/1/2017							$315.13
		Total Activity	$0.00	$0.00			
		Ending Balance			$315.13	$0.00	$315.13

Cash In County Treasury
Aggregate

From 5/1/2017 thru 5/31/2017
Fund: 2500 (6150 60006) Capital Facilities Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 5/1/2017							$7,747.17
		Total Activity	$0.00	$0.00			
		Ending Balance			$10,747.17	$3,000.00	$7,747.17

Cash In County Treasury
Aggregate

From 5/1/2017 thru 5/31/2017
Fund: 3500 (6150 60066) County School Facilities Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 5/1/2017							$14,078.59
		Total Activity	$0.00	$0.00			
		Ending Balance			$14,345.60	$267.01	$14,078.59

Cash In County Treasury
Aggregate

From 5/1/2017 thru 5/31/2017
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 5/1/2017							$13,326.85
		Total Activity	$0.00	$0.00			
		Ending Balance			$13,326.85	$0.00	$13,326.85

Cash In County Treasury
Aggregate

From 5/1/2017 thru 5/31/2017
Fund: 5100 (6150 65070) Bond Interest and Redemption Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 5/1/2017							$22,177.15
5/10/2017	TF -171804	0001775318 17-TAX NEUTRALITY APPORT.	$0.11	$0.00	$57,285.87	$35,108.61	$22,177.26
5/25/2017	TF -171897	0001777595 17-CURRENT SECURED SUPPLEME	$355.35	$0.00	$57,641.22	$35,108.61	$22,532.61
	Total Activity		$355.46	$0.00			
	Ending Balance				$57,641.22	$35,108.61	$22,532.61

WCESD BOARD OF TRUSTEES

ITEM NO. V.A.5
DATE: June 27, 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.

1) FCSS Early STARS – CSPP QRIS Block Grant Award
2) Cameras and Safety gates update
3) Kindergarten Camp update

The Fresno County Superintendent of Schools (**FCSS**), Early Care and Education, Early Stars Program, congratulates **Washington Colony Preschool** for the allocation of the California State Preschool Program (**CSPP**) Quality Rating and Improvement System (**QRIS**) Block Grant.

Through this grant, it is a pleasure to continue to recognize programs within the your school district that have maintained and achieved higher levels of quality at 4 and 5 Stars between July 1, 2016 and June 30, 2017; Star ratings are verified and issued by the Fresno County Early Stars Program. The purpose of the allocation is to promote activities that support and improve quality, as well as assess the quality and access of early care and education programs for children 0 to 5.

An allocation grant has been determined per classroom per site rating
5 Stars: $13,750per Classroom
4 Stars: $8,750 per Classroom X 2 Classrooms = $17,500.00

INVOICE

INVOICE TO:

Fresno County Superintendent of Schools
Internal Finance Department
1111 Van Ness Avenue
Fresno, CA 93721-2000

REMIT TO:

Washington Colony School
130 E. Lincoln Avenue
Fresno, CA 93706

Name of Site with Qualifying Early Stars Rating	# of CSPP Classrooms	Current Early Stars Rating	Amount of Grant Per Classroom	Total Grant Amount per Site
Washington Colony Preschool	2	4	$8,750.00	$17,500.00
			Eligible for a Total CSPP QRIS Block Grant	**$17,500.00**

PAYMENT CANNOT BE MADE WITHOUT W-9 ON FILE

Contractor's Signature:_____ Date:

Contact person:_____ Phone Number:_____

WCESD BOARD OF TRUSTEES

ITEM NO. V.B.1
DATE: June 27, 2017

SUBJECT TITLE: Summer School Program Update

Action _____ Discussion _____ Information ___√___

BACKGROUND

The Governing Board recognizes that summer school provides valuable opportunities for students to improve their skills and make academic progress. When the need is demonstrated and funds are available, the Superintendent, with Board approval, may establish summer school classes for purposes of remediation and/or enrichment in core academic subjects. Summer school programs may be funded through Title I funding.

CONSIDERATION

Title I regulations require that program improvement districts set aside an amount equal to at least 20 percent of district Title I funds to pay for costs related to supplemental educational services and transportation for student transfers. Districts have some discretion as to how much is spent on each purpose, provided that at least 5 percent of the district's total Title I allocation is allotted to each purpose. The district may spend less if the demand is met. We estimate that we will end the school year with an approximate balance of 20,000 in unencumbered set aside funds. Should the Board wish to authorize a summer learning program, these available funds should be sufficient to cover the cost of a 2-week session.

Summer School Supplemental Intervention Program
Curriculum & Instruction
ELA/ELD/MATH/AR
Reading, Writing Projects and Math Activities with Technology Integrated Programs
Staff
5 Classroom Teachers
1 Cafeteria Cook
1 Library Aide
Dates and Hours
June 12 to June 23, 2017
8:30am - 12:30pm (Breakfast and Lunch will be provided through Seamless Food program)
Transportation Provided

ASP Summer Program
June 12 – June 30, 2017 Hours: 8:30am – 2:30am Site Lead/Assistant Lead/ 5 Staff

WCESD BOARD OF TRUSTEES

ITEM NO. V.B.2
DATE: June 27, 2017

SUBJECT TITLE: ADA/ENROLLMENT REPORT (report generated 6/27/17)

Action _____ Discussion _____ Information ___√___

BACKGROUND

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

CONSIDERATION

The WCESD report for the May & June ADA 2016-17 school year follows for your review.

Enrollment by Teacher
Period Ending 06/27/2017
Month 11

Teacher	*Grade Level(s)*	*# of Students*	*YTD ADA*
Davis	K	28	27.93
Smith	TK	11	10.62
Smith	K	18	16.25
Partlow	1	21	21.18
Schaffer	1	25	23.62
Pallas	2	21	20.01
Sweet	2	20	19.35
Espinosa	3	20	19.21
Hefley	3	20	19.09
Owens	3	19	18.49
Brotnov	4	24	23.30
Lyles	4	23	22.90
Barker	5	24	22.28
Hawkins	5	24	22.00
Martinez	6	22	20.63
Gray	6	21	20.80
Green	7	15	15.66
Showalter	7	17	15.79
Marquez	8	24	21.51
Galleano	8	23	21.52
Taylor	K-8 SDC	9	8.25
TOTALS:		429	410.39

WCESD BOARD OF TRUSTEES

ITEM NO. V.B.3
DATE: June 27, 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. V1.A.1
DATE: June 27, 2017

SUBJECT TITLE: LOCAL CONTROL AND ACCOUNTABILITY PLAN ANNUAL UPDATE

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Adopt the Local Control Accountability Plan Annual Update.

BACKGROUND

The Governing Board desires to ensure the most effective use of available funding to improve outcomes for all students. A community-based, comprehensive, data-driven planning process is used to identify annual goals and specific actions and to facilitate continuous improvement of district practices.

The Board adopts a districtwide local control and accountability plan (LCAP), following the template provided in 5 CCR 15497.5, that addresses the state priorities in Education Code 52060 and any local priorities adopted by the Board. The LCAP is updated on or before July 1 of each year and, like the district budget, covers the next fiscal year and subsequent two fiscal years.

The LCAP focuses on improving outcomes for all students, particularly those who are "unduplicated students."

There are eight State priorities that must be addressed in the LCAP. (County offices of education have two additional priorities.) The priorities are grouped into three categories: Conditions for Learning, Engagement, and Pupil Outcomes. Each LCAP goal may include more than one priority.

CONSIDERATION

A public hearing to solicit recommendations and comments of the public regarding the specific actions and expenditures proposed to be included in the LCAP was held on Tuesday, June 13, 2017. The budget hearing required pursuant to Education Code 42127 and AR 3100 *Budget* was held at the same meeting.

Moved by _____ Second _____

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

LOCAL CONTROL ACCOUNTABILITY PLAN SUMMARY 2017-18

LCAP Highlights

Washington Colony has expanded its supplemental resources. Goal 1 Actions and Activities address all areas for student academic achievement in ELA/ Math and ELD; and how to increase level of English Proficiency for English Learners. This year's LCAP highlights the following initiatives that are targeted for student academic achievement including the new Math, ELA/ELD adoption, technology integration with Chromebook to student ratio of 1:1 school-wide, Reading Lab, (Full time Music teacher, Full time PE teacher in order to create additional PLC and Collaboration time for research-based best practices) a new redesigned Reading Lab with two part-time teachers, two additional bilingual Instructional aides; Early Literacy resources and staff support, a robust professional development plan, Accelerated Reader (AR) Program and a successful Positive Behavior Intervention & Supports (PBIS) program; SILVER Model School Award 2016-17.

Goals & Actions

Goal #1: All students will increase achievement and proficiency levels in ELA, Math and ELD; increase levels of English Proficiency for English Learners. (State Priorities: Basic, Implementation of State Standards, Course Access, Pupil Achievement)

Expected Annual Measurable Outcome: All students and subgroups will have access to standards aligned curriculum and materials.

1a.) Hire/retain Properly Credential Teachers and no misassignments for all core, elective, and special education classes.

1b.) Provide standards aligned core Science Curriculum and; replenish/replace or update educational resources, materials and supplies; provide books, supplies services and capital outlay, including maintaining compliance with Individuals with Disabilities Education Act to support day to day operations.

2a.) Hired and retained a 1 FTE Music Teacher and 1 FTE Physical Education Teachers. This action and service will provide teachers with release time and facilitate grade level Professional Learning Communities that focus on data driven instructional decisions and use research-based best practices for instruction.

3a.) Washington Colony will provide additional instructional support personnel at early primary grades and will hire 2 Part-time Intervention Teachers and 2 Bilingual Instructional Aides for the Reading Lab and additional EL support including a Library Aide. In addition, Special Ed Teachers will create a

Collaborative Intervention model with Regular Teachers and Reading Lab Intervention Teachers that includes teaching strategies, intervention materials and data analysis every four weeks.

4a.) Provide supplemental equipment for classrooms, Reading Lab and teacher resources, Standards Aligned ELA/MATH/SCIENCE STEM supplemental curriculum, materials and supplies for instructional programs and school library and expand the library book selections for Accelerated Reading AR program, replenish/replace or update educational resources, materials and supplies. It is our expectation that these services will result in reducing the reading gap for unduplicated students as measured by our other pupil outcomes metrics over the course of the next three years. STAR/AR Independent Reading Level (IRL) Average Growth in three years will be .90 GE points.

5a.) Provide 21st Century learning skills and environment by updating, upgrade and replace technology, e.g. chromebook carts with classroom furniture, computers, Interactive White Boards, wireless access and security required to enhance critical thinking and the use of research-based best practices in instruction.

6a.) Provide teachers with professional development focus on ELA/ELD/MATH, including progress of Benchmark Assessments; Accelerated Reader program, additional contracted staff time focused on ELD, coaching to support the full implementation of CCSS and Intervention Reading Program; provide substitutes and extra time; Contract for District Technology Instructional Coach to assist classroom teachers with embedding technology; Provide data system licenses and contracts.

7a.) Provide additional ELA/ELD/MATH tutoring opportunities before and after school and an Intervention Summer School Program. It is our expectation that these services will result in increased performance of unduplicated pupils, English learners and Students with Disabilities on the ELA/MATH CAASPP over the course of the next three years.

Goal #2: Increase positive school climate and maintain facilities in good repair. (State Priorities: Other Pupil Outcomes, Pupil Engagement, School Climate)

Expected Annual Measurable Outcome: Focus on activities designed to maintain/improve actual attendance rate, chronic absenteeism, middle school dropout rate, suspension/expulsion rate, and overall facility conditions rating.

2a. Provide support staff, trophy case, materials and supplies to implement behavior improvement and character education programs; implement Positive Behavior Interventions and Supports (PBIS) to allow all students to achieve social, emotional and academic success.

3a. Create an attendance weekly monitoring system and provide supplemental materials, supplies and a series of attendance incentives for classroom daily 100% attendance. Additional playground supplies and equipment and maintain quantity and quality of student co- curricular and extra-curricular activities including trips, clubs and district-wide events to improve positive school climate and culture.

4a. Provide playground maintenance and additional noontime supervisor time to improve cafeteria/playground safety and maintain facilities; Add a part-time custodial personnel to insure cleanliness of student bathrooms and other facilities and operational services.

5a. Provide playground supplies for safety and well maintained facilities; Provide, update and replace security/safety resources, e.g. security cameras, monitors, radios, alarm systems, and security gates.

6a. Provide transportation for extra-curricular, educational and enrichment field trips. It is our expectation that this services will result in a increase participation of unduplicated pupils to this extracurricular activities and educational and enrichment field trips over the course of the next three years.

7a. Provide home-to-school transportation within District boundaries for students and school related events.

Goal #3: Increase stakeholder engagement and provide parent education opportunities. (State Priorities: Parent Involvement)

Expected Annual Measurable Outcome: Increase stakeholder engagement; increase parent education program offerings.

1a. Based on the school-home parent communication needs as indicated by parent local surveys, and the number of families needing translation services during school events. Washington Colony will increase parental engagement. In order to address this need, Washington Colony will provide interpreter/translator services for district-wide activities.

2a. Washington Colony will increase District/Site parent communication and involvement in District-wide activities; improve accessibility to websites, grading and attendance systems; purchase district mobile app, purchase student planners to increase communication from school to home regarding academic assignments and progress; replace static marquee with digital messaging marquee.

3a. Provide and/or contract for parent education offerings including parenting classes and English classes; provide materials, supplies, supplemental staff hours, childcare for parent education activities and Educational Parent Conferences. It is our expectation that these services will result in increased of 5% parental engagement over the course of the next three years.

Estimated Supplemental and Concentration Grant Funds: $1,072,491 Improved Services: 36.64%

WCESD BOARD OF TRUSTEES

ITEM NO. VI.A.2
DATE: June 27, 2017

SUBJECT TITLE: 2017-2018 PROPOSED BUDGET AND 2017-2018 EDUCATION PROTECTION ACCOUNT

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Adopt the 2017-2018 Proposed Budget including EPA revenues and expenditures.

BACKGROUND

The Governing Board recognizes its critical responsibility for adopting a sound budget for each fiscal year which is aligned with the district's vision, goals, priorities, local control and accountability plan (LCAP), and other comprehensive plans. The district budget guides decisions and actions throughout the year and serves as a tool for monitoring the fiscal health of the district.

The district budget shows a complete plan and itemized statement of all proposed expenditures and all estimated revenues for the following fiscal year. The budget also includes the appropriations limit and the total annual appropriations subject to limitation as determined pursuant to Government Code 7900-7914.

The Superintendent oversees the preparation of a proposed district budget for approval by the Board and involves appropriate staff in the development of budget projections. The Board encourages public input in the budget development process and holds public hearings and meetings in accordance with Education Code 42103 and 42127.

CONSIDERATION

At a public meeting held on a date after the public hearing on the budget, the Board adopts the budget following its adoption of the annual update to the LCAP at the same meeting. The budget includes the expenditures necessary to implement the annual update to the LCAP and an accounting of Education Protection Account (EPA) revenues and expenditures.

The Board adopts the district budget on or before July 1 of each year.

Moved by _____ Second _____

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

WASHINGTON COLONY ELEMENTARY SCHOOL DISTRICT
2018 PROPOSED BUDGET
June 27, 2017

UNRESTRICTED REVENUES:

1. LCFF Calculation (see attachment)

2016-17 P2 ADA = 410.62 = 2018 Budget ADA Minimum

2017-18 Budgeted ADA = 410.62

2017-18	TARGET(100% Funding)	= $ 4,287,150
	FLOOR(Est. Funding)	= $ 3,992,863
	Remaining GAP	= $ 294,287

2017-18 Funding GAP 43.97% = $129,398

2017-18 Remaining GAP = $164,889

2017-18 Est. Funding per ADA = $10,007

2. Lottery estimate = $144/ADA = $ 57,120

3. Mandated Cost Reimbursement $28/ADA = $11,587

4. One Time $0/ADA funding = $0

5. Interest on Cash in Treasury = $17,000

6. Other Local income $0; Will budget when received

7. Supplemental/Concentration Grant: 87.897%

MPP(Minimum Proportionality Percentage) = 35.90% or $1,072,491

TOTAL UNRESTRICTED REVENUES:	**16-17 Estimated Actuals**	$ 4,195,487
	17-18 Proposed Budget	$ 4,207,968
		$ 12,481

LCFF increase $133,697; One Time Mandated Costs $(87,473);Local Income $(33,615)

UNRESTRICTED EXPENSES:

1. **CERTIFICATED SALARIES:**

16-17 Estimated Actuals	$ 1,542,786
17-18 Proposed Budget	$ 1,578,384
	$ 35,598

Average 2% Step/Column adjustment

2. **CLASSIFIED SALARIES:**

16-17 Estimated Actuals	$ 338,141
17-18 Proposed Budget	$ 336,840
	$ -1,301

Average 2% Step adjustment offset by decreases in Subs and Overtime

3. **STATUTORY BENEFITS:**

16-17 Estimated Actuals	$ 697,351
17-18 Proposed Budget	$ 744,282
	$ 46,931

1.85% increase for STRS: $29,200 and 1.912% increase for PERS: $6,400 resulted in additional $35,700. Health insurance capped.

4. **SUPPLIES:**

16-17 Estimated Actuals	$ 567,367
17-18 Proposed Budget	$ 598,581
	$ 31,214

Increased for S/C non capitalized computers

5. **OPERATIONS:**

16-17 Estimated Actuals	$ 517,033
17-18 Proposed Budget	$ 541,886
	$ 24,853

Increase budget for copier rentals, parent participation

6. **CAPITAL OUTLAY:**

16-17 Estimated Actuals	$ 32,192
17-18 Proposed Budget	$ 0
	$-32,192

Will budget when capital outlay approved

7. **OTHER OUTGO:**

16-17 Estimated Actuals	$ 25,354
17-18 Proposed Budget	$ 32,438
	$ 7,084

Excess Costs for Special Ed transportation

8. TOTAL UNRESTRICTED EXPENSES:

16-17 Estimated Actuals	$ 3,720,224
17-18 Proposed Budget	$ 3,832,411
	$ 112,187

EXCESS OF UNRESTRICTED REVENUES OVER EXPENSES: $ 375,557

OTHER SOURCES/USES(ESTIMATES):

A.	Tfr to Post Employee Fund 20	$- 138,999
B.	Tfr to Deferred Mtc Fund 14	$- 42,000
C.	Tfr to Bus Replacement Fund 15	$- 38,605
D.	Tfr to Spec Res Cap Fund 40	$- 11,705
E.	Contribution to Special Education	$- 130,312
F.	Contribution to RRM (Mtc/Op)	$- 321,740
		$- 683,361

NET DECREASE TO FUND BALANCE: $-307,804
(Transfer Outs = $231,309)

COMPONENTS OF ENDING FUND BALANCE:

7-01-17	Estimated Beginning Bal	$ 1,525,270	31%
	Estimated Decrease	$- 307,804	
6-30-18	Estimated Ending Balance	$ 1,217,466	26%
	8% Reserve	$- 395,928	8%
	Unrestricted Lottery	$- 1,475	
	SSC recommended 1 YR GAP	$- 72,579	1%
	UNDESIGNATED AMOUNT	$ 747,484	15%

Statutory Benefit Costs:

Fiscal Year:	2018 TOTAL	2019 TOTAL	2020 TOTAL
Certificated(STRS) 14.43% to 16.28% to 18.13%	16.39%	18.24%	28.71%
Classified(PERS) 15.8% to 18.7% to 21.6%	25.81%	28.71%	31.61%

Estimated Ending Balance June 30, 2018:

1200 Preschool	$ 7,859
1300 Cafeteria	$ 91,392
*1400 Deferred Maintenance	$ 185,387
*1500 Bus Replacement	$ 123,856
1700 Special Reserve Fund	$ 106,182
*2000 Post-employee Benefits	$ 490,603
2500 Capital Facilities	$ 4,981
3500 County School Facilities Fund	$ 14,224
*4000 Special Reserve (CAP)	$ 36,939

**Revised for Adopted Budget 6-27-17*

sal Assumptions

unding

	2016-17	2017-18	2018-19	2019-20
Target Components:				
Base Grant	2,957,347	3,003,324	3,067,998	3,140,086
Grade Span Adjustment	146,737	148,927	152,112	155,696
Supplemental Grant	543,276	554,103	565,773	579,069
Concentration Grant	504,569	518,388	528,903	541,332
Add-ons	62,408	62,408	62,408	62,408
Total Target	4,214,337	4,287,150	4,377,194	4,478,591
Transition Components:				
Target	$ 4,214,337	$ 4,287,150	$ 4,377,194	$ 4,478,591
Floor	**3,721,845**	**3,992,863**	**4,122,261**	**4,304,614**
Applied Formula: Target or Floor	FLOOR	FLOOR	FLOOR	FLOOR
Remaining Need after Gap (informatio	*221,474*	*164,889*	*72,579*	*46,087*
Current Year Gap Funding	271,018	129,398	182,354	127,890
Miscellaneous Adjustments	-	-	-	-
Economic Recovery Target	-	-	-	-
Additional State Aid	-	-	-	-
Total Phase-In Entitlement	**$ 3,992,863**	**$ 4,122,261**	**$ 4,304,615**	**$ 4,432,504**

By Object Code

	2016-17	2017-18	2018-19	2019-20
8011 - State Aid	$ 3,178,130	$ 3,343,536	$ 3,547,071	$ 3,674,961
8011 - Fair Share	-	-	-	-
8311 & 8590 - Categoricals	-	-	-	-
EPA (for LCFF Calculation purposes)	538,007	501,999	480,818	480,818
Local Revenue Sources:				
8021 to 8089 - Property Taxes	276,726	276,726	276,726	276,726
8096 - In-Lieu of Property Taxes	-	-	-	-
Property Taxes net of in-lieu	*276,726*	*276,726*	*276,726*	*276,726*
TOTAL FUNDING	$ 3,992,863	$ 4,122,261	$ 4,304,615	$ 4,432,504
Basid Aid Status	*Non-Basic Aid*	*Non-Basic Aid*	*Non-Basic Aid*	*Non-Basic Aid*
Less: Excess Taxes	$ -	$ -	$ -	$ -
Less: EPA in Excess to LCFF Funding	$ -	$ -	$ -	$ -
Total Phase-In Entitlement	***$ 3,992,863***	***$ 4,122,261***	***$ 4,304,615***	***$ 4,432,504***
8012 - EPA Receipts (for budget & ca	*$ 542,305*	*$ 501,999*	*$ 480,818*	*$ 480,818*

nt Population

	2016-17	2017-18	2018-19	2019-20
Unduplicated Pupil Population				
Agency Unduplicated Pupil Count	375.00	375.00	375.00	375.00
COE Unduplicated Pupil Count	1.00	1.00	1.00	1.00
Total Unduplicated pupil Count	376.00	376.00	376.00	376.00
Rolling %, Supplemental Grant	87.5100%	87.8900%	87.8500%	87.8500%
Rolling %, Concentration Grant	87.5100%	87.8900%	87.8500%	87.8500%
FUNDED ADA				
Adjusted Base Grant ADA	*Current Year*	*Current Year*	*Current Year*	*Current Year*
Grades TK-3	199.10	199.10	199.10	199.10
Grades 4-6	133.68	133.68	133.68	133.68
Grades 7-8	79.17	79.17	79.17	79.17
Grades 9-12	-	-	-	-
Total Adjusted Base Grant ADA	***411.95***	***411.95***	***411.95***	***411.95***
Necessary Small School ADA	*Current year*	*Current year*	*Current year*	*Current year*
Grades TK-3	-	-	-	-
Grades 4-6	-	-	-	-
Grades 7-8	-	-	-	-
Grades 9-12	-	-	-	-
Total Necessary Small School AD	-	-	-	-
Total Funded ADA	**411.95**	**411.95**	**411.95**	**411.95**
ACTUAL ADA *(Current Year Only)*				
Grades TK-3	199.10	199.10	199.10	199.10
Grades 4-6	133.68	133.68	133.68	133.68
Grades 7-8	79.17	79.17	79.17	79.17
Grades 9-12	-	-	-	-
Total Actual ADA	**411.95**	**411.95**	**411.95**	**411.95**
Funded Difference (Funded ADA less	-	-	-	-

	2016-17	2017-18	2018-19	2019-20
Current year estimated supplemental an	$ 1,047,845	$ 1,052,349	$ 1,094,676	$ 1,120,401
Current year Percentage to Increase or In	36.35%	34.99%	34.78%	34.48%

District: Washington Colony Elementary
CDS #: 10-62513

Adopted Budget
2017-18 Budget Attachment
Balances in Excess of Minimum Reserve Requirements

Reasons for Assigned and Unassigned Ending Fund Balances in Excess of Minimum Recommended Reserves

Education Code Section 42127(a)(2)(B) requires a statement of the reasons that substantiates the need for assigned and unassigned ending fund balances in excess of the minimum reserve standard for economic uncertainties for each fiscal year identified in the budget.

Combined Assigned and Unassigned/unappropriated Fund Balances			
Form	Fund	2017-18 Budget	Objects 9780/9789/9790
01	General Fund	$1,217,465.64	Form 01
17	Special Reserve Fund for Other Than Capital Outlay Projects	$106,181.54	Form 17
	Total Assigned and Unassigned Ending Fund Balances	$1,323,647.18	
	District Standard Reserve Level	4%	Form 01CS Line 10B-4
	Less District Minimum Reserve for Economic Uncertainties	$197,964.00	Form 01CS Line 10B-7
	Remaining Balance to Substantiate Need	$1,125,683.18	

Reasons for Fund Balances in Excess of Minimum Reserve for Economic Uncertainties

Form	Fund	2017-18 Budget	Description of Need
01	General Fund	$197,964.00	Board Resolution increasing the Reserve another 4%
01	General Fund	$821,537.64	There typically tends to be financial issues that need to be addressed that may be out of the District's control. The following are examples of these areas: Cash Flow, Affordable Care Act Costs, Minimum Wage increases, future STRS/PERS employer rate increases, textbook adoptions, Special Education costs, unplanned/unknown Federal Revenues changes, additional state mandates, litigation and other unexpected costs. Unfunded future capital outlay projects, bus replacements, facility upgrades.
17	Special Reserve Fund for Other Than Capital Outlay Projects	$106,181.54	There typically tends to be financial issues that need to be addressed that may be out of the District's control. The following are examples of these areas: Cash Flow, Affordable Care Act Costs, Minimum Wage increases, future STRS/PERS employer rate increases, textbook adoptions, Special Education costs, unplanned/unknown Federal Revenues changes, additional state mandates, litigation and other unexpected costs. Unfunded future capital outlay projects, bus replacements, facility upgrades.
	Insert Lines above as needed		
	Total of Substantiated Needs	$1,125,683.18	
	Remaining Unsubstantiated Balance	**$0.00**	**Balance should be Zero**

Education Code Section 42127 (d)(1) requires a county superintendent to either conditionally approve or disapprove a school district budget if the district does not provide for EC 42127 (a)(2)(B) public review and discussion at its public budget hearing.

Budget Report

From 07/01/2017 thru 06/30/2018

Fu: 0100 General Fund Resource: 14000 Education Protectio

Fu---Re----P-Gl---Fn---Ob-----Si--Id	Working	Actuals Current	Actuals Year To Date	%	Encumbered	Unencumbered Balance	Unencumbered %
801200 Education Protection Account State Aid - Current Year							
0100-14000-0-0000-0000-801200-000-00							
Totals:	501,999.00	0.00	0.00	0.00	0.00	501,999.00	100.00
	501,999.00	0.00	0.00	0.00	0.00	501,999.00	100.00
****** 8000 Totals**	$501,999.00	$0.00	$0.00	0.00	$0.00	$501,999.00	100.00
****** Total Income & Beginning Balance**	$501,999.00	$0.00	$0.00	0.00	$0.00	$501,999.00	100.00
110000 Teachers Salaries							
0100-14000-0-1110-1000-110000-000-73							
Totals:	424,560.00	0.00	0.00	0.00	0.00	424,560.00	100.00
	424,560.00	0.00	0.00	0.00	0.00	424,560.00	100.00
****** 1000 Totals**	$424,560.00	$0.00	$0.00	0.00	$0.00	$424,560.00	100.00
310100 State Teachers Retirement System, certificated							
0100-14000-0-1110-1000-310100-000-73							
Totals:	61,264.00	0.00	0.00	0.00	0.00	61,264.00	100.00
	61,264.00	0.00	0.00	0.00	0.00	61,264.00	100.00
332100 Medicare, Certificated							
0100-14000-0-1110-1000-332100-000-73							
Totals:	6,156.00	0.00	0.00	0.00	0.00	6,156.00	100.00
	6,156.00	0.00	0.00	0.00	0.00	6,156.00	100.00
350100 State Unemployment Insurance, certificated							
0100-14000-0-1110-1000-350100-000-73							
Totals:	212.00	0.00	0.00	0.00	0.00	212.00	100.00
	212.00	0.00	0.00	0.00	0.00	212.00	100.00
360100 Workers Comp, certificated							
0100-14000-0-1110-1000-360100-000-73							
Totals:	9,807.00	0.00	0.00	0.00	0.00	9,807.00	100.00
	9,807.00	0.00	0.00	0.00	0.00	9,807.00	100.00
****** 3000 Totals**	$77,439.00	$0.00	$0.00	0.00	$0.00	$77,439.00	100.00
****** 1000 - 5000**	$501,999.00	$0.00	$0.00	0.00	$0.00	$501,999.00	100.00

ANNUAL BUDGET REPORT:
July 1, 2017 Budget Adoption

Insert "X" in applicable boxes:

[x] This budget was developed using the state-adopted Criteria and Standards. It includes the expenditures necessary to implement the Local Control and Accountability Plan (LCAP) or annual update to the LCAP that will be effective for the budget year. The budget was filed and adopted subsequent to a public hearing by the governing board of the school district pursuant to Education Code sections 33129, 42127, 52060, 52061, and 52062.

[x] If the budget includes a combined assigned and unassigned ending fund balance above the minimum recommended reserve for economic uncertainties, at its public hearing, the school district complied with the requirements of subparagraphs (B) and (C) of paragraph (2) of subdivision (a) of Education Code Section 42127.

Budget available for inspection at:

Place: 130 E Lincoln, Fresno CA 93706
Date: June 7, 2017

Adoption Date: June 27, 2017

Signed: _____
Clerk/Secretary of the Governing Board
(Original signature required)

Public Hearing:

Place: 130 E Lincoln, Fresno CA 93706
Date: June 13, 2017
Time: 06:30 PM

Contact person for additional information on the budget reports:

Name: Maria Rodriguez
Telephone: 559-233-0709

Title: Financial Secretary
E-mail: mrodriguez@washingtoncolony.org

Criteria and Standards Review Summary

The following summary is automatically completed based on data provided in the Criteria and Standards Review (Form 01CS). Criteria and standards that are "Not Met," and supplemental information and additional fiscal indicators that are "Yes," may indicate areas of potential concern for fiscal solvency purposes and should be carefully reviewed.

CRITERIA AND STANDARDS			Met	Not Met
1	Average Daily Attendance	Budgeted (funded) ADA has not been overestimated by more than the standard for the prior fiscal year, or two or more of the previous three fiscal years.	X	

ANNUAL CERTIFICATION REGARDING SELF-INSURED WORKERS' COMPENSATION CLAIMS

Pursuant to EC Section 42141, if a school district, either individually or as a member of a joint powers agency, is self-insured for workers' compensation claims, the superintendent of the school district annually shall provide information to the governing board of the school district regarding the estimated accrued but unfunded cost of those claims. The governing board annually shall certify to the county superintendent of schools the amount of money, if any, that it has decided to reserve in its budget for the cost of those claims.

To the County Superintendent of Schools:

(___) Our district is self-insured for workers' compensation claims as defined in Education Code Section 42141(a):

Total liabilities actuarially determined:	$
Less: Amount of total liabilities reserved in budget:	$
Estimated accrued but unfunded liabilities:	$ 0.00

(X) This school district is self-insured for workers' compensation claims through a JPA, and offers the following information:
FCSIG

(___) This school district is not self-insured for workers' compensation claims.

Signed _____
Clerk/Secretary of the Governing Board
(Original signature required)

Date of Meeting: Jun 27, 2017

For additional information on this certification, please contact:

Name: Maria Rodriguez

Title: Financial Secretary

Telephone: 559-233-0706

E-mail: mrodriguez@washingtoncolony.org

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2017-18 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
A. REVENUES									
1) LCFF Sources		8010-8099	3,988,564.00	0.00	3,988,564.00	4,122,261.00	0.00	4,122,261.00	3.4%
2) Federal Revenue		8100-8299	0.00	377,448.00	377,448.00	0.00	323,173.00	323,173.00	-14.4%
3) Other State Revenue		8300-8599	157,308.00	250,001.00	407,309.00	68,707.00	23,050.00	91,757.00	-77.5%
4) Other Local Revenue		8600-8799	49,615.00	126,188.00	175,803.00	17,000.00	110,160.00	127,160.00	-27.7%
5) TOTAL, REVENUES			4,195,487.00	753,637.00	4,949,124.00	4,207,968.00	456,383.00	4,664,351.00	-5.8%
B. EXPENDITURES									
1) Certificated Salaries		1000-1999	1,542,786.00	278,376.00	1,821,162.00	1,578,384.00	277,527.00	1,855,911.00	1.9%
2) Classified Salaries		2000-2999	338,141.00	133,656.00	471,797.00	336,840.00	138,173.00	475,013.00	0.7%
3) Employee Benefits		3000-3999	697,351.00	151,808.00	849,159.00	744,282.00	163,865.00	908,147.00	6.9%
4) Books and Supplies		4000-4999	567,367.00	47,845.46	615,212.46	598,581.00	35,625.00	634,206.00	3.1%
5) Services and Other Operating Expenditures		5000-5999	517,033.00	339,019.00	856,052.00	541,886.00	251,283.00	793,169.00	-7.3%
6) Capital Outlay		6000-6999	32,192.00	283,317.00	315,509.00	0.00	0.00	0.00	-100.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	25,354.00	13,660.00	39,014.00	32,438.00	18,912.00	51,350.00	31.6%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			3,720,224.00	1,247,681.46	4,967,905.46	3,832,411.00	885,385.00	4,717,796.00	-5.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			475,263.00	(494,044.46)	(18,781.46)	375,557.00	(429,002.00)	(53,445.00)	184.6%
D. OTHER FINANCING SOURCES/USES									
1) Interfund Transfers a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	125,284.00	0.00	125,284.00	231,309.00	0.00	231,309.00	84.6%
2) Other Sources/Uses a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(473,700.00)	473,700.00	0.00	(452,052.00)	452,052.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(598,984.00)	473,700.00	(125,284.00)	(683,361.00)	452,052.00	(231,309.00)	84.6%

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2017-18 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(123,721.00)	(20,344.46)	(144,065.46)	(307,804.00)	23,050.00	(284,754.00)	97.7%
F. FUND BALANCE, RESERVES									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	1,648,990.64	231,360.34	1,880,350.98	1,525,269.64	211,015.88	1,736,285.52	-7.7%
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,648,990.64	231,360.34	1,880,350.98	1,525,269.64	211,015.88	1,736,285.52	-7.7%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,648,990.64	231,360.34	1,880,350.98	1,525,269.64	211,015.88	1,736,285.52	-7.7%
2) Ending Balance, June 30 (E + F1e)			1,525,269.64	211,015.88	1,736,285.52	1,217,465.64	234,065.88	1,451,531.52	-16.4%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted		9740	0.00	211,015.88	211,015.88	0.00	234,065.88	234,065.88	10.9%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
d) Assigned									
Other Assignments		9780	359,769.00	0.00	359,769.00	272,017.53	0.00	272,017.53	-24.4%
Additional 4% REU	0000	9780				*197,964.00*		*197,964.00*	
SSC Recommended 1 Year GAP	0000	9780				*72,579.00*		*72,579.00*	
Unrestricted Lottery	1100	9780				*1,474.53*		*1,474.53*	
e) Unassigned/unappropriated									
Reserve for Economic Uncertainties		9789	203,596.00	0.00	203,596.00	197,964.00	0.00	197,964.00	-2.8%
Unassigned/Unappropriated Amount		9790	961,904.64	0.00	961,904.64	747,484.11	0.00	747,484.11	-22.3%

Description	Object Codes	2017-18 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2018-19 Projection (C)	% Change (Cols. E-C/C) (D)	2019-20 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	4,122,261.00	4.42%	4,304,615.00	2.97%	4,432,504.00
2. Federal Revenues	8100-8299	0.00	0.00%	0.00	0.00%	0.00
3. Other State Revenues	8300-8599	68,707.00	0.00%	68,707.00	0.00%	68,707.00
4. Other Local Revenues	8600-8799	17,000.00	0.00%	17,000.00	0.00%	17,000.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	(452,052.00)	3.97%	(470,000.00)	4.68%	(492,000.00)
6. Total (Sum lines A1 thru A5c)		3,755,916.00	4.38%	3,920,322.00	2.70%	4,026,211.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				1,578,384.00		1,609,951.00
b. Step & Column Adjustment				31,567.00		32,190.00
c. Cost-of-Living Adjustment						
d. Other Adjustments						
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	1,578,384.00	2.00%	1,609,951.00	2.00%	1,642,141.00
2. Classified Salaries						
a. Base Salaries				336,840.00		343,576.00
b. Step & Column Adjustment				6,736.00		6,871.00
c. Cost-of-Living Adjustment						
d. Other Adjustments						
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	336,840.00	2.00%	343,576.00	2.00%	350,447.00
3. Employee Benefits	3000-3999	744,282.00	4.16%	775,243.00	6.24%	823,629.00
4. Books and Supplies	4000-4999	598,581.00	0.24%	600,000.00	0.83%	605,000.00
5. Services and Other Operating Expenditures	5000-5999	541,886.00	0.57%	545,000.00	0.92%	550,000.00
6. Capital Outlay	6000-6999	0.00	0.00%	0.00	0.00%	0.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	32,438.00	1.73%	33,000.00	0.00%	33,000.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	0.00	0.00%	0.00	0.00%	0.00
9. Other Financing Uses						
a. Transfers Out	7600-7629	231,309.00	0.00%	231,309.00	0.00%	231,309.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments (Explain in Section F below)						
11. Total (Sum lines B1 thru B10)		4,063,720.00	1.83%	4,138,079.00	2.35%	4,235,526.00
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)		(307,804.00)		(217,757.00)		(209,315.00)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01, line F1e)		1,525,269.64		1,217,465.64		999,708.64
2. Ending Fund Balance (Sum lines C and D1)		1,217,465.64		999,708.64		790,393.64
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	0.00		0.00		0.00
b. Restricted	9740					
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	0.00		0.00		0.00
d. Assigned	9780	272,017.53		202,483.00		207,229.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	197,964.00		202,483.00		207,229.00
2. Unassigned/Unappropriated	9790	747,484.11		594,742.64		375,935.64
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		1,217,465.64		999,708.64		790,393.64

Description	Object Codes	2017-18 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2018-19 Projection (C)	% Change (Cols. E-C/C) (D)	2019-20 Projection (E)
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	197,964.00		202,483.00		207,229.00
c. Unassigned/Unappropriated	9790	747,484.11		594,742.64		375,935.64
(Enter reserve projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted.)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
3. Total Available Reserves (Sum lines E1a thru E2c)		945,448.11		797,225.64		583,164.64

F. ASSUMPTIONS

Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.

LCFF projected using 2017 P2 ADA and enrollment. State revenues include Lottery, Mandated Costs at 2017 levels. Interest projected for Local Income, will revise budget as local receipts are deposited. Increasing Contributions to Restricted for rising STRS/PERS employer rates. Salaries include annual average of 2% for Step/column increases. Statutory benefits include increasing STRS/PERS employer rates. Health insurance capped. Supplies/Operating expenses projected at the 2017 level.

WCESD BOARD OF TRUSTEES

ITEM NO. VI.A.3
DATE: June 27, 2017

SUBJECT TITLE: 2017-2018 Child Development Contract/Resolution

Action √ Discussion _____ Information _____

RECOMMENDATION:

Adopt Resolution No. 16/17-09 certifying approval to inter into a transaction between the California Department of Education and the Washington Colony School District for the purpose of providing childcare and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2017-2018.

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:

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2017-18.

FINANCIAL IMPACT:

Reimbursement at a rate not to exceed $40.45 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of $180,036.00 (2016-2017 rate $38.53 and MRA was $171,240.00)

Preschool Fund

Moved by _____ Second _____

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

BEFORE THE GOVERNING BOARD OF THE
WASHINGTON COLONY SCHOOL DISTRICT
FRESNO COUNTY, CALIFORNIA

RESOLUTION NO. 16/17-09

BE IT RESOLVED that the Governing Board of the Washington Colony Elementary School District authorizes entering into a Local Agreement for Child Development Services for Fiscal Year 2017-2018 (Program Type: California State Preschool Program; Project Number: 10-6251-00-7; under Contract Number: CSPP-7095), and that the person who is listed below is authorized to sign the transaction for the Governing Board.

Name	Title	Signature
Jesus Cruz	Superintendent	

PASSED AND ADOPTED this 27th day of June, 2017, by the Governing Board of the Washington Colony Elementary School District of Fresno County, California, by the following vote:

AYES:

NOES:

ABSENT:

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

Gary Chavez, Clerk
Board of Trustees
Washington Colony School District
Fresno County, California

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

(Secretary's Signature)

(Date)

WCESD BOARD OF TRUSTEES

ITEM NO. VI.A.4
DATE: June 27, 2017

SUBJECT TITLE: **DISCUSS and ADOPT** the Washington Colony Elementary School District's (District) Initial Reopener Contract Proposal to the Washington Colony Teachers Association (WCTA).

Action ___√___ Discussion _____ Information _____

BACKGROUND

The Governing Board is legally responsible for negotiating in good faith with exclusive employee representatives on wages, hours of employment, and other terms and conditions of employment identified in law as being with in the scope of representation. (Government Code 3543.2)

The Board recognizes its responsibility to represent the public's interests in the collective bargaining process. The board and/or Superintendent shall keep the public informed about progress of negotiations and the ways in which negotiations affect district goals. (BP 4143 (a))

CONSIDERATION

The District's Initial Reopener Proposal to WCTA was first presented as an information item at the May 9, 2017 meeting of the Governing Board and consistent with Government Code section 3547, is hereby returned to this agenda for adoption by the Board. The reopener proposal for the 2017-18 from the Washington Colony Elementary School District to the Washington Colony Teachers Association follows for your review.

Moved by _____ Second _____

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

WASHINGTON COLONY ELEMENTARY SCHOOL DISTRICT

130 E. LINCOLN AVENUE, FRESNO, CA 93706
PHONE: (559) 233-0706 FAX: (559) 233-9583

TO: Washington Colony Teachers Association

FROM: Jesus Cruz, Superintendent
Washington Colony Elementary School District

RE: WCESD's Initial Reopener Proposal to WCTA

DATE: May_5_, 2016

Consistent with public disclosure requirements in Government Code section 3547, the Washington Colony Elementary School District ("District") hereby presents its initial proposal to the Washington Colony Teachers Association ("WCTA" or "Association") for the parties' 2016-17 reopener negotiations.

ARTICLE VI: COMPENSATION AND HEALTH & WELFARE BENEFITS

In negotiating the total compensation for the certificated bargaining unit, the District has an interest in maintaining competitive salaries and pay for extra duty assignments consistent with its mission to provide a broad spectrum of educational and co-curricular activities so that all students attain their highest potential.

The District has an interest in reviewing the amount of its annual contribution toward the cost of health and welfare insurance benefits in conjunction with the parties' negotiations regarding the certificated bargaining unit's total compensation.

ARTICLE VIII: HOURS

The District has an interest in reviewing Article VIII on Hours and as appropriate, negotiating any changes or updates in language, including but not limited to, whether to extend the one (1) additional professional development preservice day and thereby increase the teacher work year to 185 days in 2016-17.

ARTICLE XI: LEAVE PROVISIONS

The District has an interest in reviewing the terms and conditions set forth in Article XI on Leave Provisions and as appropriate, negotiating any changes to or updates in language consistent with the law governing certificated employee leaves.
Thank you for your attention to this matter and please feel free to contact me if you have any questions.

Jesus Cruz, Superintendent/Principal ~ Gina Daniels, Assistant Principal
Jeff Dronyk, Transportation & Maintenance Supervisor ~ Manjit Kaur, Administrative Assistant ~ Maria C. Rodriguez, Financial Manager
Board of Trustees: Robert E. Dack ~ Mark A. Aguilar ~ Gary Chavez ~ Liz Faccinto ~ Peter L. Mathew

WCESD BOARD OF TRUSTEES

ITEM NO. VI.A.5
DATE: June 27, 2017

SUBJECT TITLE: **DISCUSS and TAKE ACTION TO ACKNOWLEDGE RECEIPT** of the Initial Reopener Proposal from the Washington Colony Teachers Association (WCTA) to the Washington Colony Elementary School District (District).

Action ___√___ Discussion _____ Information _____

BACKGROUND

The Governing Board is legally responsible for negotiating in good faith with exclusive employee representatives on wages, hours of employment, and other terms and conditions of employment identified in law as being with in the scope of representation. (Government Code 3543.2)

The Board recognizes its responsibility to represent the public's interests in the collective bargaining process. The board and/or Superintendent shall keep the public informed about progress of negotiations and the ways in which negotiations affect district goals. (BP 4143 (a))

CONSIDERATION

The Initial Reopener Proposal from WCTA was first received by the District as an information item at the May 9, 2017 meeting of the Governing Board and consistent with Government Code section 3547, is hereby returned to this agenda for the Board to take action formally acknowledging receipt of said proposal. The reopener proposal for the 2017-18 from the Washington Colony Teachers Association to the Washington Colony Elementary School District follows for your review.

Moved by _____ Second _____

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

April 24, 2017

To: Washington Colony Elementary School District School Board

Re: 2017-2018 Sunshine Proposal

In accordance with the Educational Employment Relations Act, the Washington Colony Teachers Association presents the following sunshine proposal for negotiations. It is the goal of the Washington Colony Teachers Association to make Washington Colony Elementary School District a destination school for our community and to create and maintain a high quality, professional atmosphere where outstanding student achievement can exist.

Article VI Compensation and Health/Welfare Benefits

- The Association seeks to increase salary for the bargaining unit to recruit and retain high quality educators
- The Association seeks to increase the stipends under Appendix D
- The Association seeks an increase to the health and welfare benefits to recruit and retain high quality educators under Appendix C
- The Association seeks to secure teacher compensation for voluntary substitute coverage during their prep time.

Article XII Leave Provisions

- The Association seeks to clarify personal necessity days.

Article VIII Hours

- The Association is seeking language around prep time and other school related activities.

WCESD BOARD OF TRUSTEES

ITEM NO. VI.A.6
DATE: June 27, 2017

SUBJECT TITLE: WARRANTS

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Review and ratify warrants paid for the period May 1 – May 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.

Moved by _____ Second _____

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

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
387-AMERIPRIDE UNIFORM SERVICE IN	512019478	PO-170080	2016-2017 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	66.97
		PO-170080	2016-2017 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	80.97
		PO-170080	2016-2017 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	66.97
		PO-170080	2016-2017 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	80.97
				Warrant Total:	**295.88**
				Vendor Total:	**295.88**
1301-B FRESH PRODUCE INC.	512019479	PO-170120	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	432.25
		PO-170120	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-07	92.25
		PO-170120	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	536.75
		PO-170120	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-07	98.25
		PO-170120	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	265.75
		PO-170120	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-07	92.25
				Warrant Total:	**1,517.50**
				Vendor Total:	**1,517.50**
314-CALIFORNIA DEPARTMENT OF	512019480	PO-170317	2016-2017 CAFETERIA COMMO	1300-53100-0-0000-3700-470001-000-00	179.40
				Warrant Total:	**179.40**
				Vendor Total:	**179.40**
614-CDW GOVERNMENT LLC	512019481	PO-170288	4439496 CYBER ACOUSTICS A	0100-09000-0-1110-1000-430000-000-00	734.23
				Warrant Total:	**734.23**
				Vendor Total:	**734.23**
915-CRYSTAL CREMERY	512019482	PO-170305	OPEN PURCHASE ORDER FOR	1300-53100-0-0000-3700-470001-000-00	189.15
		PO-170305	OPEN PURCHASE ORDER FOR	1300-53100-0-0000-3700-470001-000-00	330.88
		PO-170305	OPEN PURCHASE ORDER FOR	1300-53100-0-0000-3700-470001-000-00	362.87
		PO-170305	OPEN PURCHASE ORDER FOR	1300-53100-0-0000-3700-470001-000-00	241.29
				Warrant Total:	**1,124.19**
				Vendor Total:	**1,124.19**
1208-CULLIGAN INC.	512019483	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**
847-DELLAVALLE LABORATORY INC	512019484	PO-170150	2016-2017 OPEN PURCHASE OR	0100-81500-0-0000-8100-580033-000-00	3,129.00
				Warrant Total:	**3,129.00**
				Vendor Total:	**3,129.00**
511-DINN BROS INC	512019485	PO-170312	TR69ED15-P EDUCATION OVA	0100-11000-0-0000-2700-430003-000-00	104.20

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
				Warrant Total:	**104.20**
				Vendor Total:	**104.20**
404-EASTON AUTO PARTS	512019486	PV-170234	MAINT SUPPLIES	0100-81500-0-0000-8100-430018-000-00	28.67
		PV-170235	BUS SUPPLIES	0100-09000-0-0000-3600-430024-000-00	5.71
				Warrant Total:	**34.38**
				Vendor Total:	**34.38**
1556-EKC ENTERPRISES INC	512019487	PO-170295	TELEPHONE UPGRADE TO IN	0100-09000-0-0000-8400-650000-000-00	23,842.00
				Warrant Total:	**23,842.00**
				Vendor Total:	**23,842.00**
122-FOCUS PACKAGING AND SUPPLY I	512019488	PV-170226	CUSTODIAL SUPPLIES	0100-81500-0-0000-8100-430006-000-00	272.64
				Warrant Total:	**272.64**
				Vendor Total:	**272.64**
127-FRESNO COUNTY OFFICE OF EDUC.	512019489	PO-170318	DESKTOP SUPPORT PERFORM	0100-09000-0-0000-2420-580010-000-92	3,960.00
				Warrant Total:	**3,960.00**
				Vendor Total:	**3,960.00**
131-FRESNO OXYGEN INC.	512019490	PO-170193	2016-2017 OPEN PURCHASE OR	0100-81500-0-0000-8100-560000-000-00	46.80
				Warrant Total:	**46.80**
				Vendor Total:	**46.80**
1577-FRESNO STATE	512019491	PO-170308	REGISTRATION FEE FOR JERE	0100-09000-0-1110-1000-580014-000-00	675.00
				Warrant Total:	**675.00**
				Vendor Total:	**675.00**
141-GLACIER REFRIGERATION & AIR	512019492	PV-170236	PM SERVICE	0100-81500-0-0000-8100-560003-000-00	1,282.90
		PV-170237	PM CHILLER	0100-81500-0-0000-8100-560003-000-00	593.77
		PV-170232	PM SERVICE	0100-81500-0-0000-8100-560003-000-00	1,587.18
				Warrant Total:	**3,463.85**
				Vendor Total:	**3,463.85**
1356-GOODFELLOW OCCUPATIONAL TH	512019493	PO-170273	2016-2017 OPEN PURCHASE OR	0100-33100-0-5770-1190-580000-000-79	425.00
				Warrant Total:	**425.00**
				Vendor Total:	**425.00**
830-GRAINGER INC	512019494	PV-170233	MAINT SUPPLIES	0100-81500-0-0000-8100-430018-000-00	256.44
				Warrant Total:	**256.44**

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
				Vendor Total:	**256.44**
1537-HATLER, SUSAN	512019495	PV-170227	STAFF APPRECIATION	0100-11000-0-1110-1000-430000-000-00	254.95
		PV-170227	STAFF APPRECIATION	0100-11000-0-1110-1000-430000-000-00	113.56
				Warrant Total:	**368.51**
				Vendor Total:	**368.51**
180-JONES SCHOOL SUPPLY INC.	512019496	PO-170313	6835 READERS ARE LEADERS !	0100-11000-0-1110-1000-430000-000-00	302.40
		PO-170310	MP265 CLASS OF 2017 PIN FOR	0100-00000-0-0000-2700-430013-000-00	58.95
				Warrant Total:	**361.35**
				Vendor Total:	**361.35**
195-LINGER PETERSON & SHRUM	512019497	PO-170092	2016-2017 FEE TO AUDIT THE F	0100-00000-0-0000-7191-580005-000-00	1,200.00
				Warrant Total:	**1,200.00**
				Vendor Total:	**1,200.00**
1400-MARTINEZ, OSA	512019498	PV-170228	SCIENCE PROJECTS	0100-90160-0-1110-1000-430000-000-00	9.72
		PV-170228	SCIENCE PROJECTS	0100-90160-0-1110-1000-430000-000-00	12.37
				Warrant Total:	**22.09**
				Vendor Total:	**22.09**
220-MISSION LINEN SUPPLY INC.	512019499	PO-170121	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-8100-550005-000-00	73.83
		PO-170121	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-8100-550005-000-00	73.83
		PO-170121	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-8100-550005-000-00	73.83
				Warrant Total:	**221.49**
				Vendor Total:	**221.49**
663-ORIENTAL TRADING CO INC	512019500	PO-170304	LH-5/784 MEGA BOUNCING BA	0100-11000-0-1110-1000-430000-000-00	79.97
				Warrant Total:	**79.97**
				Vendor Total:	**79.97**
1280-P & R PAPER SUPPLY COMPANY I	512019501	PO-170117	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-430008-000-00	358.53
				Warrant Total:	**358.53**
				Vendor Total:	**358.53**
385-PACIFIC GAS & ELECTRIC INC	512019502	PO-170079	2016-2017 OPEN PURCHASE OR	0100-81500-0-0000-8100-550001-000-00	143.61
		PO-170079	2016-2017 OPEN PURCHASE OR	0100-81500-0-0000-8100-550001-000-00	745.59
		PO-170079	2016-2017 OPEN PURCHASE OR	0100-81500-0-0000-8100-550001-000-00	1,386.65
		PO-170079	2016-2017 OPEN PURCHASE OR	0100-81500-0-0000-8100-550001-000-00	57.95
		PO-170079	2016-2017 OPEN PURCHASE OR	0100-81500-0-0000-8100-550001-000-00	1,357.40

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
				Warrant Total:	**3,691.20**
				Vendor Total:	**3,691.20**
1312-ROBERT V. JENSEN INC.	512019503	PO-170052	2016-2017 OPEN PURCHASE OR	0100-09000-0-0000-3600-430009-000-00	164.79
				Warrant Total:	**164.79**
				Vendor Total:	**164.79**
1362-SCHOOL FOOD CONSULTANTS GR(	512019504	PO-170123	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-580000-000-85	962.50
				Warrant Total:	**962.50**
				Vendor Total:	**962.50**
1263-SPARKLETTS	512019505	PO-170232	OPEN PURCHASE ORDER FOR `	0100-81500-0-0000-8100-550009-000-00	145.75
				Warrant Total:	**145.75**
				Vendor Total:	**145.75**
308-SPURR	512019506	PO-170108	2016-2017 OPEN PURCHASE OR	0100-81500-0-0000-8100-550003-000-00	806.82
				Warrant Total:	**806.82**
				Vendor Total:	**806.82**
316-STATE OF CALIFORNIA	512019507	PV-170229	SUB AIDES	0100-00000-0-1110-1000-580015-000-00	64.00
				Warrant Total:	**64.00**
	512019508	PV-170229	CAFETERIA SUB	1300-53100-0-0000-3700-580015-000-00	32.00
				Warrant Total:	**32.00**
				Vendor Total:	**96.00**
1578-STRATEGICMECHANICAL	512019509	PV-170238	CHILLER PUMP REPAIR	0100-81500-0-0000-8100-560003-000-00	846.50
				Warrant Total:	**846.50**
				Vendor Total:	**846.50**
203-SYSCO FOOD SERVICE OF CENTRA	512019510	PO-170319	TEACHER TESTING KICKOFF E	0100-11000-0-1110-1000-430000-000-00	313.73
		PO-170319	TEACHER TESTING KICKOFF E	0100-11000-0-1110-1000-430000-000-00	1,069.22
		PO-170319	TEACHER TESTING KICKOFF E	0100-11000-0-1110-1000-430000-000-00	62.70
		PO-170319	TEACHER TESTING KICKOFF E	0100-11000-0-1110-1000-430000-000-00	127.37
		PO-170319	TEACHER TESTING KICKOFF E	0100-11000-0-1110-1000-430000-000-00	164.20
				Warrant Total:	**1,737.22**
	512019511	PO-170116	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	2,072.54
		PO-170116	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	231.21
		PO-170116	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	76.16
		PO-170116	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-07	210.30
		PO-170116	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	1,498.42

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
	512019511	PO-170116	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-07	231.98
		PO-170116	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	28.24
		PO-170116	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	2,181.64
		PO-170116	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	298.15
				Warrant Total:	**6,828.64**
				Vendor Total:	**8,565.86**
331-THE HERMITAGE ART COMPANY I	512019512	PO-170311	8684 PROMOTION PROGRAM C	0100-00000-0-0000-2700-430013-000-00	49.29
				Warrant Total:	**49.29**
				Vendor Total:	**49.29**
332-THE HOME DEPOT CREDIT SERVICE	512019513	PV-170230	MAINT SUPPLIES	0100-81500-0-0000-8100-430018-000-00	26.34
				Warrant Total:	**26.34**
				Vendor Total:	**26.34**
1283-THOMPSON, BETTY W	512019514	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	512019515	PO-170103	2016-2017 OPEN PURCHASE OR	0100-09000-0-1110-1000-560008-200-84	733.39
				Warrant Total:	**733.39**
				Vendor Total:	**733.39**
1129-U.S. BANK NATIONAL ASSOCIATIO	512019516	PV-170231	ACER CHROMEBOOK	0100-09000-0-0000-2495-440000-000-00	150.53
		PV-170231	CRUZ CABE HOTEL	0100-42030-0-1110-1000-520000-000-00	668.67
		PV-170231	MITCHELL CABE HOTEL	0100-42030-0-1110-1000-520000-000-00	668.67
		PV-170231	CRUZ LATION ED SUMMIT	0100-11000-0-0000-2700-520000-000-76	112.00
		PV-170231	CRUZ LATINO ED SUMMIT	0100-11000-0-0000-7150-520000-000-76	48.00
		PV-170231	SECURITY FOR FUMIGATION	0100-81500-0-0000-8100-580029-000-00	600.00
				Warrant Total:	**2,247.87**
				Vendor Total:	**2,247.87**
1568-VALERO FLEET SERVICES	512019517	PO-170246	2016-2017 FUEL FOR TRANSPO	0100-09000-0-0000-3600-430009-000-00	95.15
				Warrant Total:	**95.15**
				Vendor Total:	**95.15**
1377-VERIZON WIRELESS	512019518	PO-170104	2016-2017 OPEN PURCHASE OR	0100-00000-0-0000-8100-590006-000-00	3.84
				Warrant Total:	**3.84**
				Vendor Total:	**3.84**

Vendor	Warrant No	Reference	Description Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
967-WASTE MANAGEMENT/USA WAST	512019519	PO-170035	OPEN PURCHASE ORDER FOR `0100-81500-0-0000-8100-550008-000-00	506.26
			Warrant Total:	**506.26**
			Vendor Total:	**506.26**
785-WELLS FARGO FINANCIAL LEASIN	512019520	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**
	512019521	PO-170105	2016-2017 OPEN PURCHASE OR 1200-61050-0-0001-1000-560008-000-00	138.28
			Warrant Total:	**138.28**
	512019522	PO-170105	2016-2017 OPEN PURCHASE OR 1300-53100-0-0000-3700-560008-000-00	138.28
			Warrant Total:	**138.28**
			Vendor Total:	**553.15**
373-ZOOM IMAGING SOLUTIONS INC	512019523	PO-170114	2016-2017 OPEN PURCHASE OR 0100-09000-0-1110-1000-430000-100-82	203.91
		PO-170114	2016-2017 OPEN PURCHASE OR 0100-09000-0-5770-1110-430000-000-82	203.92
		PO-170111	2016-2017 OPEN PURCHASE OR 0100-09000-0-1110-1000-430000-200-84	279.20
		PO-170303	2016-2017 OPEN PURCHASE OR 0100-09000-0-1110-1000-430000-100-82	508.46
		PO-170302	2016-2017 OPEN PURCHASE OR 0100-09000-0-0000-7200-430014-000-86	385.98
			Warrant Total:	**1,581.47**
	512019524	PO-170114	2016-2017 OPEN PURCHASE OR 1200-61050-0-0001-1000-430000-000-82	203.91
			Warrant Total:	**203.91**
	512019525	PO-170114	2016-2017 OPEN PURCHASE OR 1300-53100-0-0000-3700-430000-000-82	203.91
			Warrant Total:	**203.91**
			Vendor Total:	**1,989.29**

Total # of Warrants: **48** **Grand Total:** **64,986.45**

WCESD BOARD OF TRUSTEES

ITEM NO. VI.A.7
DATE: June 27, 2017

SUBJECT TITLE: POLICY ADOPTION

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 3110 Transfer of Funds – AB 97 repealed Education Code 42605, which provided temporary flexibility for specified "Tier 3" categorical programs, and redirects the funding for those categorical programs into the local control funding formula (LCFF) (Education Code 42238.01-42238.07). The supplemental and concentration grant portions of the LCFF may be used for any schoolwide or districtwide educational purpose in accordance with state regulations to be adopted by January 31, 2014, with the goal of increasing or improving services for students who are eligible for free and reduced-price meals, English learners, and foster youth; see BP/AR 0460 - Local Control and Accountability Plan and BP/AR 3100 - Budget.

The Governing Board recognizes its responsibility to monitor the district's fiscal practices to ensure accountability regarding the expenditure of public funds and compliance with legal requirements. The total amount budgeted by the district for each major classification of expenditures, as listed in the California Department of Education's budget forms, shall be the maximum amount which the district may expend for that classification for the school year. (Education Code 42600).

Moved by _____ Second _____

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

WCESD BOARD OF TRUSTEES

ITEM NO. VI.A.8.a
DATE: June 27, 2017

SUBJECT TITLE: CONTRACTS/SERVICE AGREEMENTS

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Approve Legal Services Agreement between the Atkinson, Andelson, Loya, Ruud & Romo(AALRR) and the Washington Colony Elementary School District ("District")

BACKGROUND

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

CONSIDERATION

The Governing Board recognizes the complex legal environment in which districts operate and desires reliable, high-quality legal advice at reasonable rates. In order to meet the district's legal needs, the Board may contract with county counsel, attorneys in private practice, or appoint legal counsel as a district employee or independent contractor. The Board also supports pursuing collaborative legal efforts with other agencies and districts as appropriate.

FINANCIAL IMPACT:

Standard Hourly Rate Services: $175.00 - $285.00 per hour, billable in .25 of an hour increments (see Terms and Conditions).

FUNDING SOURCE:

General Fund (0100)

Moved by _____ Second _____

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

AGREEMENT FOR SPECIAL SERVICES

I. PARTIES

This Agreement for Special Services ("Agreement") is entered into by and between the law firm of ATKINSON, ANDELSON, LOYA, RUUD & ROMO, a professional corporation, hereinafter referred to as the "Law Firm" and, WASHINGTON COLONY ELEMENTARY SCHOOL DISTRICT, hereinafter referred to as "District."

II. PURPOSE

The District desires to retain and engage Law Firm to perform legal and, upon request, non-legal consultant services on the District's behalf. Law Firm accepts this engagement on the terms and conditions contained in this Agreement.

III. TERMS AND CONDITIONS

A. Fees for Services

1. Standard Hourly Rate Services

District agrees to pay the Law Firm at the following standard hourly rates:

Senior Partners	$285.00
Partners/Senior Counsel	$260.00
Senior Associates	$250.00
Associates	$240.00
Non-Legal Consultants	$210.00
Senior Paralegals/Law Clerks	$185.00
Paralegals/Legal Assistants	$175.00

2. Fixed Fee Services

District agrees to pay the Law Firm a fixed fee for the following services:

A full day of training (up to 8 hours)	$4,500
A half day of training (up to 4 hours)	$3,000
A two hour training	$2,500
A one hour training	$1,750

3. Fee Arrangements for Specialized Legal Services

For specialized litigation and transactional services in the areas of construction, procurement, technology, prevailing wage, real property, CEQA, mitigation negotiations, school and college finance, tax, bankruptcy, copyright, non-profit organizations, immigration and appellate law, the District agrees to pay Law Firm at rates higher than the standard hourly rates for special projects or particular scopes of work. The Law Firm shall inform the District of the rates for specialized services and the Superintendent or designee shall agree to such rates in writing prior to any billings for specialized legal services by the Law Firm.

4. Costs and Expenses

In addition to the fees described above, the District agrees to pay a five percent (5%) "administrative fee" calculated and based on the total monthly billed fees to cover certain operating expenses of the Law Firm incurred in providing services to the District. This administrative fee is in lieu of charging the District for Westlaw, photocopies, automobile mileage, parking, facsimiles, telephone, document preparation, and postage.

Costs relating to fees charged by third parties retained to perform services ancillary to the Law Firm's representation of District are not included in the administrative fee and are charged separately. These include, but are not limited to, deposition and court reporter fees, transcript costs, witness fees (including expert witnesses), process server fees, and other similar third party fees. The Law Firm shall not be obligated to advance costs on behalf of the District; however, for purposes of convenience and in order to expedite matters, the Law Firm reserves the right to advance costs on behalf of the District with the prior approval of the Superintendent or designee in the event a particular cost item exceeds $2,000.00 in amount, and without the prior approval of the Superintendent or designee in the event a particular cost item totals $2,000.00 or less.

If the Law Firm retains, with authorization from the District, experts or outside consultants for the benefit of the District, rather than the District contracting directly with any expert or outside consultant, the District agrees to pay a five percent (5%) "consultant processing fee" in addition to the actual costs paid by the Law Firm to the expert or outside consultant in order to offset related costs to the Law Firm resulting from administering and initially paying such expert and outside consultant fees on behalf of the District. This fee shall not apply to the services of Law Firm-provided non-legal consultants as set forth in paragraph F., below.

B. Billing Practices

1. A detailed description of the work performed and the costs and expenses advanced by the Law Firm will be prepared on a monthly basis as of the last day of the month and will be mailed to the District on or about the 15th of the following month, unless other arrangements are made. Payment of the full amount due, as reflected on the monthly statement, will be due to the Law Firm from the District by the 10th of the month following delivery of the statement, unless other arrangements are made. In the event that there are funds of the District in the Law Firm's Trust Account at the time a monthly billing statement is prepared, funds will be transferred from the Law Firm's Trust Account to the Law Firm's General Account to the extent of the balance due on the monthly statement and a credit will be reflected on the monthly statement. Any balance of fees or costs advanced remaining unpaid for a period of 30 days will be subject to a 1% per month service charge.

2. The Law Firm shall bill in one-quarter hour increments.

3. Certain tasks shall be billed at established minimum time increments. These include: (a) telephone conference (.25 hour), (b) electronic correspondence (.25 hour), (c) standard written correspondence (.50 hour), (d) provide a document (.50 hour)

4. The Law Firm may charge the full hourly rate to more than one client for services provided concurrently during the same time period. For example, in the course of traveling to the District or while providing legal services at the District, it may be necessary for the Law Firm to provide billable services to other clients.

5. District agrees to review the Law Firm's monthly statements promptly upon receipt and to notify the Law Firm, in writing, with respect to any disagreement with the monthly statement. Failure to communicate written disagreement with the Law Firm's monthly statement within thirty (30) days of the District's receipt thereof shall be deemed to signify the District's agreement that the monthly billing statement accurately reflects the services performed; and the proper charge for those services.

C. Termination of Representation on a Particular Matter

The Law Firm reserves the right to discontinue the performance of legal services on behalf of the District on a particular matter upon the occurrence of any one or more of the following events:

1. Upon order of a court of law requiring the Law Firm to discontinue the performance of legal services;

2. Upon a determination by the Law Firm in the exercise of its reasonable and sole discretion, that state or federal legal ethical principles require it to discontinue the performance of legal services;

3. Upon a failure of the District to perform any of the District's obligations with respect to the payment of the Law Firm's fees, costs or expenses as reflected on the monthly bill;

4. Upon a failure of the District to perform any of the District's obligations with respect to the duty of cooperation with the Law Firm in connection with the Law Firm's representation of the District.

In the event that the Law Firm ceases to perform services for the District on a matter, the District agrees that it will promptly pay to the Law Firm any and all unpaid fees and costs advanced, and retrieve all of its files, signing a receipt therefor. Further, the District agrees that, with respect to any litigation where the Law Firm has made an appearance in a court of law on its behalf, the District will promptly execute an appropriate Substitution of Attorney form. Any termination of Law Firm's representation on such a matter may be subject to approval by the applicable court of law.

D. Consent to Joint Representation

The District acknowledges that from time to time Law Firm may be asked to perform legal services on a matter affecting two or more public education local agencies. In such

situations before proceeding with representation, Law Firm shall seek separate written consent to joint representation from all involved parties if permissible according to ethical principles applicable to attorneys. The District acknowledges that it is often in the best interest of the District for such representation to commence without undue delay which may result from waiting until a regularly-scheduled Board meeting. Therefore, pursuant to Education Code section 7, the Governing Board of the District hereby delegates to the Superintendent or designee authority to consent to joint representation in the circumstances described in this paragraph.

E. Client Cooperation.

The District agrees to fully cooperate with the Law Firm in connection with the Law Firm's representation of the District, including but not limited to, attending mandatory court hearings and other appearances, making its employees and officials available, and providing accurate information documentation necessary to enable the Law Firm to adequately represent the District.

F. Services performed by Law Firm-provided Non-legal Consultants

The Law Firm has an affiliation with non-legal consultants who are available to provide services in areas including, but not limited to, personnel/business office audits, human resources/collective bargaining consultation, special education consultation, public/employee relations surveys and communications, media and public relations, budget analysis/support services, instructional coaching/counseling at school improvement sites, leadership coaching, board/superintendent relations and best practices, and interim management placement.

Because the Law Firm has a financial interest in the District's use of these affiliated non-legal consultants, the rules of the State Bar of California require that the District provide its informed written consent to this arrangement to prior to utilizing these services. Execution of this Agreement shall be deemed "informed consent" for the purpose of this paragraph. The District is hereby advised that it may seek the advice of an independent attorney of your choice prior to providing such written consent.

Please also be advised that because the services of these non-legal consultants are provided to the District outside of the attorney-client relationship, communications with these non-legal consultants will not be protected from disclosure by the attorney-client privilege.

G. Consent to Law Firm Communication

As part of our commitment to client service, the Law Firm will send the District periodic alerts on case developments and legislative changes, and notices of breakfast briefings, conferences, and other training opportunities designed to help the District with daily legal concerns. The Law Firm will send those and other additional service notices to the District via regular mail and/or electronic mail at the email address which you designate or the email used in your daily communications with us. By execution of this Agreement, the District and designated contact(s) consent to receive such communications by electronic mail subject to the right to unsubscribe at any time.

H. Miscellaneous

1. The Law Firm maintains errors and omissions insurance coverage applicable to the services to be rendered.

2. The parties agree that the Law Firm, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

3. After a file on a matter is closed, the District has a right to request the Law Firm to return the file to the District. Absent such a request, the Law Firm shall retain the file on the District's behalf.

IV. BINDING ARBITRATION

If any dispute arises out of, or related to, a claimed breach of this agreement, the professional services rendered by attorneys, or any other disagreement of any nature, type, or description, regardless of the facts or the legal theories which may be involved, including attorney malpractice, such dispute shall be resolved by binding arbitration by a single arbitrator. Each side will bear its own costs and attorney fees. The parties agree to waive their right to a jury and to an appeal.

V. DURATION

This Agreement shall commence July 1, 2017 and terminate on June 30, 2018 and shall thereafter continue from month to month at the then current rate schedules until modified in writing by agreement between the Law Firm and the District up to a maximum of five (5) years duration per Education Code section 17596.

Either the District or the Law Firm may terminate this Agreement on thirty (30) days' written notice.

"Law Firm"

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Dated: _____ By: _____
Mary Beth de Goede

"District"

WASHINGTON COLONY ELEMENTARY SCHOOL DISTRICT

Dated: _____ By: _____
Jesus H. Cruz, Superintendent

WCESD BOARD OF TRUSTEES

ITEM NO. VII.A.8.b
DATE: June 27, 2017

SUBJECT TITLE: SchoolWorks Inc. Service Agreement

Action ___√___ Discussion _____ Information _____

RECOMMENDATION:

Approve Agreement by and between SchoolWorks and the Washington Colony School District for District/School Annual Eligibility Service/Financial Hardship Assistance from May 8, 2017 – May 8, 2018.

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:

SchoolWorks, Inc. performs tasks chargeable to the District Capital Facilities Fund. Such services include, but are not limited to, the following:

1. Enrollment Projection Updates;
2. Modernization Eligibility Updates;
3. Prepare Applications;
4. Meetings with OPSC in Sacramento.

FINANCIAL IMPACT:

The Contract Annual Base Fee shall be $3,000 from May 8, 2017, to May 8, 2018. (included in the following contract).

FUNDING SOURCE:

Resource Code 2500 (Capital Facilities)
Resource Code 0000 (Unrestricted)

Moved by _____ Second _____

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

SchoolWorks, Inc.
8331 Sierra College Blvd., #221
Roseville, CA 95661
Phone: 916-733-0402
www.SchoolWorksGIS.com

Facility Problem Solvers

May 8, 2017

Annual Eligibility Services Contract: 2017-2018

To: Jesus Cruz, Superintendent
WASHINGTON COLONY ELEMENTARY SCHOOL DISTRICT

From: Owen Alvarez – Vice President, State Building Program

Subject: 2017-2018 State Funding & Eligibility Contract

I have enclosed the new Annual Eligibility Contract for 2017-18.

It's also time to start thinking about your school facilities and the impact your 2017-2018 enrollment will have on your State Eligibility for Modernization and New Construction. We will be contacting you again prior to the October 4, 2017 reporting date to request the new enrollment numbers. Once we receive that information, we can calculate your New Construction and Modernization Eligibility for the coming year.

The Statewide School Facility Bond was approved last November. As of March 2017 there were $1,705 billion in projects in line for new construction and $981 million in line for modernization projects. This still leaves room for lots of additional projects but it will take some time to get your plans ready and get in line, so don't delay. The funds could be encumbered within the next two years if the applications come in at the historic rates.

To get the process started, just sign, date and return to our office. You can return the signed and dated contract via any of the following methods:

* Scan and .pdf the signed/dated Contract and email to Alice@SchoolWorksGIS.com
* Send regular mail

We appreciate the confidence you have shown in us in the past and hope that you will continue to allow us to assist you with your facility planning needs.

OA:at
Enclosure: Eligibility Contract

PROFESSIONAL SERVICES AGREEMENT
ANNUAL ELIGIBILITY CONTRACT
2017/2018

Facility Problem Solvers

THIS AGREEMENT, dated May 8, 2017, (the "Agreement") is made by and between Washington Colony Elementary School District, and SchoolWorks, Inc.

SCHOOLWORKS, Inc. will contract to perform the tasks enumerated below for the prices indicated. Washington Colony Elementary School District is authorized to enter into this agreement by Government Code 53060. These services are chargeable to the District Capital Facility Funds.

SCOPE OF WORK - SCHOOLWORKS

1. Consulting:
   Assistance and guidance will be provided to the District in understanding the submittal requirements and for determining the best application submittal strategies and options for maximizing School Facilities Program Eligibility and State Funding within the State School Building Program.

2. Application Documents:

   Prepare the qualification documents and supporting documentation which are necessary for the District to qualify in the State School Facility Program for maximum project state funding potential under the School Facilities Program Funding Act of 1998. (A complete turn-key operation.)

3. Each district is unique in maximizing School Facilities Program Eligibility and State Funding within the State School Building Program. Because of these specific issues, different methods are utilized for accomplishing this goal.

   Following is a listing of the many services offered by SchoolWorks that may or may not be a necessary component of the application process:

   - Enrollment Projection Update – SAB 50-01
   - Establish Baseline Capacity - SAB 50-02
   - Modernization Eligibility Updates - SAB 50-03
   - Additional Buildings
   - Increased Enrollment

- Prepare Project Applications - SAB 50-04
- Prepare Fund Releases - SAB 50-05
- Assist with Expenditure Reports - SAB 50-06
- Representation at SAB Meetings
- Representation at Implementation Committee Meetings
- Monthly notes on SAB and Imp Committee actions
- Annual Meeting with Personal Consultant to review:
- Eligibility Opportunities
- Study Scenarios and Impact on Eligibility
- Estimated Future Eligibility
- Project Funding Calculations
- Impact of Regulation Changes
- Meetings with OPSC in Sacramento
- Monitor Project Status
- Assistance with CDE Plan Approvals (4.07 & 4.08)

4. Upon approval of this signed professional services proposal, SchoolWorks will provide a request for information list to the appointed District Representative. SchoolWorks will establish and review the goals and objectives as well as review the proposed timeline for completion. The estimated time to complete this Demographic Study will be approximately two months from the time all the necessary data has been collected.

Client Responsibilities

1. CBEDS/CSIS/CALPADS, Non-Severe and/or Severe Special Education Enrollment and/or other enrollment data necessary to complete Application(s). This information should be broken down by school site and then by grade level for each school site.

2. Facilities and/or Financial information needed to complete Application(s)

3. Written Confirmation that the need for Vocational and Career Technical Education Facilities is being met relative to the new construction and/or modernization project (Note: not applicable for elementary schools or elementary school districts, but an explanation letter may be required).

4. Campus maps, provided by the District, will need to illustrate up-to-date information to be fine-tuned and labeled appropriately by SchoolWorks staff per SFP Application submittal requirements.

Pricing

Prices quoted are contingent upon authorization of SchoolWorks to complete applications for which the District is eligible per applicable OPSC regulations and policies.

Fees for forms to be completed as needed:

Item Description	Cost
Annual Base Fee	$3,000
SAB 50-01 (Per Form)	$1,500
SAB 50-02	$1,500
SAB 50-03	$1,500
SAB 50-04 (Per Project)	
Design Funding	$1,500
Construction Phase	$3,000
SAB 50-05 (Per Project)	$500
SAB 50-06 (Per Form)	$500
CDE 4.07 or 4.08	$2,000
PIW – Project Information Worksheet	$500
Facility Hardship – SAB Appeal Item	$3,000
Financial Hardship Checklists and Applications	
Design Funding	$7,500
Construction Phase	$7,500
Financial Hardship Rereview	$3,500

1. If SchoolWorks presence is requested at school board meetings, OPSC site visits or other meetings, the District will be billed at $140 per hour, plus travel time and expenses.

2. This agreement may be terminated by either party with thirty (30) days notice, in writing, and the client will only be billed for work completed.

Fee Schedule

1. Annual Eligibility Service: The base fee will be billed upon receipt of the signed contract and each year thereafter, as long as this Contract remains in place. The amount is due within thirty days of the date of the invoice. Any amount due for form(s) completed during the contract period will be billed upon submittal of the form(s) to OPSC. The amount is due within thirty days of the date of the invoice.

2. District Guarantee: If the Office of Public School Construction (OPSC) or the State Allocation Board (SAB) disapproves an application for the District per the conditions stated herein below, there is no charge from SchoolWorks for that application. Any monies already paid by the District for an application which is disapproved will be completely refunded.

3. For purposes of this Agreement, the term "disapproved" means action has been taken by the OPSC or SAB to turn down or reject the application as not meeting OPSC or SAB requirements for approval because the application was not considered by OPSC as a "complete" application. If any 15-day letter or other pertinent notices are sent from the OPSC to the District regarding any application or project SchoolWorks submitted, SchoolWorks needs to receive a copy of the correspondence immediately via fax or email in order to expediently supply additional information to OPSC if requested and in order for the District to still qualify for this District Guarantee. Funding by the State, of course, cannot be guaranteed by SchoolWorks and the approval of a Special Appeal Request submitted by SchoolWorks to the OPSC and the SAB cannot be guaranteed by SchoolWorksIN WHITNESS WHEREOF, the District and SchoolWorks, Inc. have made and executed this Agreement as set forth below.

Conditions and Requirements

1. The Application documents will be completed to satisfy the requirements of OPSC. The Application documents will be audited by SchoolWorks to ensure their mathematical accuracy. Responsibility for the accuracy of data supplied by the District lies with the District.

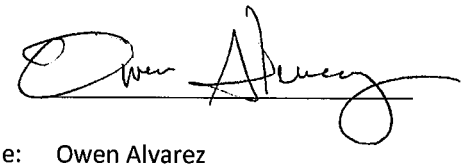
2. This portion of the agreement does not include the preparation of any of the documents necessary for the purchase of a new school site unless otherwise herein specified. However, if SchoolWorks is submitting SAB 50-04 funding request forms on behalf of the District, the SchoolWorks staff may assist the Architect towards the submission of the required forms to CDE for requesting Architectural Plan and Site Approval from CDE.

Acceptance of Proposal &Notification to Proceed

1. (If or when applicable) The Board of Trustees of the School District took action to approve this agreement between SchoolWorks Inc. and the Washington Colony Elementary School District, effective:

   _____ (date of approval)

2. (If, or when needed) SchoolWorks is authorized to contact the OPSC, CDE, DSA, DTSC and/or SAB on the District's behalf and the District grants permission for OPSC to release and provide to SchoolWorks any needed SAB Forms and historical documents.

Signature:		Signature:	_____
Printed Name:	Owen Alvarez	Printed Name:	_____
Date Signed:	5/8/2017	Date Signed:	_____
Title:	VP – State Building Program	Title:	_____
District:	SchoolWorks, Inc	District:	_____
Address:	8331 Sierra College Blvd., #221	Address:	_____
	Roseville, CA 95661		_____
Phone:	(916) 390-0073	Phone:	_____
Email:	brett@schoolworksgis.com	Email:	_____

WCESD BOARD OF TRUSTEES

ITEM NO. VI.A.8.c
DATE: June 27, 2017

SUBJECT TITLE: CONTRACTS/SERVICE AGREEMENTS

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Approve the Parent Training FCOE Parent Services Center (PSC) Agreement between the Fresno County Superintendent of Schools ("FCSS") and the Washington Colony Elementary School District ("District") for the 2017-18 school year.

BACKGROUND

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

CONSIDERATION

The Governing Board recognizes that parents/guardians are their children's first and most influential teachers and that sustained parent involvement in the education of their children contributes greatly to student achievement and a positive school environment. The Superintendent or designee shall work with staff and parents/guardians to develop meaningful opportunities at all grade levels for parents/guardians to be involved in district and school activities; advisory, decision-making, and advocacy roles; and activities to support learning at home. The FCOE Parent Services Center (PSC) will provide WCESD parents with workshop opportunities this 2017-18 school year.

FINANCIAL IMPACT:

Contract Amount ($17,229)

FUNDING SOURCE:

After School Program, Family Literacy Grant or Alternative Funding;
LCFF S&C, TitleI Schoolwide

Moved by _____ Second _____

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

PARENT TRAINING AGREEMENT

("Agreement")

Legal Doc./Contract No. of this signed Agreement *(FCSS Legal use only)*:_____

COVER

DISTRICT	FCSS
Washington Colony Elementary **("District")** Attn: Jesus Cruz, Superintendent 130 E. Lincoln Avenue Fresno, CA 93706 Phone: (559) 233-0706 Email: jesuscruz@washingtoncolony.org	Fresno County Superintendent of Schools **("FCSS")** Attn: Tou Herr, Program Manager II Dept.: Parent Services Center Fresno County Office of Education 855 North Abby Street Fresno, CA 93701 Phone: (559) 265-3011 Email: therr@fcoe.org
CONTRACT TERM (see § 3.1) **"Effective Date":** July 01, 2017 **"Termination Date"**: June 30, 2018	TERMINATION DURING CONTRACT TERM (see § 3.2) Ground for termination: With or without cause **"Notice Period"**: At least 60 days before the effective date of termination of this Agreement

SERVICES REQUIRED OF FCSS

TRAINING. FCSS shall provide each Training that District, through District's authorized personnel, selects in each Parent Training Selection Form. The Trainings that are available as of the Effective Date are listed on the attached Parent Training List.

ADDITIONAL SERVICES AVAILABLE TO DISTRICT IF PAYMENT SCHEDULE 2 APPLIES: **"Additional Services"** shall mean one or both of the following and are available to District if Payment Schedule No. 2 is marked below and applies *(mark each that FCSS must provide under this Agreement)*:

_ **"Childcare"**: If necessary as determined by the Parties' staff, FCSS shall provide one or more persons to monitor and supervise children of Parent Trainees while the Parent Trainees attend a Training.

_ **"Translation"**: If necessary as determined by the Parties' staff, FCSS shall provide one or more persons to translate during each Training where translation is necessary for the Parent Trainees.

CONTRACT AMOUNT AND PAYMENT SCHEDULE (see Art. 2). District shall pay the Training Fee to FCSS in accordance with the following *(mark each applicable and complete as indicated)*:

_ PAYMENT SCHEDULE NO. 1 – DISTRICT TO PAY FOR TRAINING/NOT-TO-EXCEED OR FIXED CONTRACT AMOUNT: District shall pay FCSS for each Training that District, through its authorized personnel, selects and that FCSS provides to Parent Trainees under this Agreement. The sum of all Training Fees during the Contract Term shall *not exceed* the **"Contract Amount"** of $. FCSS will invoice District within 30 days of the date on which FCSS provided the Training and District shall pay each invoice within 30 days of District's receipt of FCSS' invoice.

X PAYMENT SCHEDULE NO. 2 – GRANT OR ALTERNATIVE FUNDING/NO CONTRACT AMOUNT: Where this Payment Schedule 2 is marked, District is not obligated to pay monetary compensation to FCSS for any Training, Childcare, or Translation that FCSS provides to Parent Trainees under this Agreement. The Parties agree that the Training Fee for each Training, and the costs for Childcare and Translation are covered by funds that FCSS receives from grant and/or other funding sources. Each Training is valued at its applicable Training Fee on the Parent Training List, and Childcare and Translation are valued at the actual costs incurred by FCSS to provide such Childcare and Translation. FCSS will provide Training, Childcare, and Translation to District for a total value *not to exceed* $17,229.00.

REQUIRED DOCUMENT. Each Party shall maintain the following insurance in effect throughout the Contract Term and, upon the other Party's request, provide written proof thereof, such proof referred to as **"Required Document"** (see Art. 4):

1. Commercial general liability 2. Commercial automobile liability 3. Workers comp. and employer's liability

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

DISTRICT

By: _____
Print Name: Jesus Cruz, Superintendent
Title: Superintendent or Authorized Designee
/ /

FCSS

By: _____
Jim A. Yovino, Superintendent
or Authorized Designee

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions contain the following Articles:

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

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

ARTICLE 1 SCOPE OF SERVICES AND OBLIGATIONS.

SECTION 1.1 PURPOSE.

1.1.1 FCSS, through the Parent Services Center, provides certain training to parents on a variety of topics to equip parents with the knowledge and skills necessary for them to support their children's success in school. District desires to obtain certain training from FCSS for parents who have children enrolled in District's schools (each a **"Parent Trainee"** and collectively **"Parent Trainees"**).

1.1.2 By this Agreement, the Parties desire to set forth the terms and conditions upon which FCSS shall provide, and District shall compensate FCSS for, performance of those obligations required of FCSS under this Agreement and to set forth the Parties' rights and obligations relating to this Agreement.

SECTION 1.2 FCSS OBLIGATIONS. FCSS shall perform those obligations required of FCSS as set forth elsewhere in this Agreement and the following **"Services"**:

1.2.1 At District's request and with District's cooperation, assist District to identify and to distribute communications to those parents who might benefit from the Training.

1.2.2 Provide, at the listed School Site, each Training selected by District's authorized staff on a Parent Training Selection Form. A description of each Training is set forth in the Parent Training List attached to this Agreement. FCSS, through the Parent Services Center, may add during the Contract Term one or more new Trainings, and may modify the Parent Training List and the Parent Training Selection Form to include each such new Trainings.

1.2.3 Provide each Parent Trainee who attends a Training with curriculum and/or materials that FCSS has prepared for the Training.

1.2.4 Conduct, where FCSS determines appropriate, pre and post assessments for each Training and share the results of such assessment with District upon District's request.

1.2.5 Coordinate work with District staff to calendar mutually agreed upon date, time, and location of each Training.

1.2.6 If Childcare is required to be provided by FCSS as marked on the Cover and Childcare is necessary as determined by the Parties' staff in order for Parent Trainees to attend a Training, provide Childcare during the Training.

1.2.7 If Translation is required to be provided by FCSS as marked on the Cover and Translation is necessary as determined by the Parties' staff in order for Parent Trainees to participate in a Training, provide Translation during the Training.

SECTION 1.3 DISTRICT OBLIGATIONS. District, at District's cost, shall perform those obligations required of District as set forth elsewhere in this Agreement and the following:

1.3.1 Provide facilities suitable for FCSS to conduct, and for Parent Trainees to attend, each Training.

1.3.2 Identify those parents who desire to attend or who will benefit from the Training selected by District and distribute communications to parents regarding each Training.

1.3.3 Unless Childcare is required to be provided by FCSS as marked on the Cover, arrange for or provide childcare, if needed, at District's cost and at no charge to Parent Trainees to allow them to attend the Training.

1.3.4 Unless Translation is required to be provided by FCSS as marked on the Cover, arrange for or provide translation, if needed, at District's cost and at no charge to Parent Trainees to allow them to attend the Training.

1.3.5 Designate at least one staff who will coordinate and communicate with FCSS' Parent Services Center regarding date, time, and location of each Training.

SECTION 1.4 SCHEDULING AND/OR RESCHEDULING OF SELECTED TRAINING. The Parties' staff shall cooperate, coordinate, and communicate to agree upon the date, time, and location for each Training that District, through its authorized staff, has selected on a Parent Training Selection Form. If a Party desires to modify the date, time, and/or location of a Training, the Party requesting the modification shall contact the other Party at least 14 days before the date on which the Training is to occur and the Parties' staff shall cooperate, coordinate, and communicate to agree upon a new date, time, and/or location for the Training. Each Training shall be conducted at the date, time, and location as agreed upon by the Parties' staff. Cancellation of a Training that District has selected shall be done only with FCSS' consent, which consent shall be provided by or through the FCSS' contact person listed on the Cover or other authorized FCSS staff.

SECTION 1.5 ADDITION OF TRAINING. District may select and add one or more Training by contacting FCSS' contact person listed on the Cover or other designated FCSS staff. The Training that is to be added shall be set forth in a new Parent Training Selection Form. Each completed Parent Training Selection Form constitutes a part of this Agreement. The provisions in Sections 1.2 through 1.4 shall apply to each Training that is added pursuant to this Section 1.5.

SECTION 1.6 COMPLIANCE WITH APPLICABLE LAW AND GRANT. Each Party shall comply with all laws and related regulations applicable to its performance of this Agreement, and all laws and related regulations for which it agreed to comply under this Agreement (collectively and separately referred to as **"Applicable Law"** and shall include any amendment thereto, and laws and related regulations that are effective, as of the Effective Date or that become effective during the Contract Term). Each Applicable Law is deemed inserted herein; however, if any conflict or inconsistency exists between a provision in this Agreement and a provision in an Applicable Law, the provision in this Agreement shall govern except where the provision in this Agreement is specifically prohibited or void by the Applicable Law in which case the provision in the Applicable Law shall govern to the extent provided in the Applicable Law. If any federal funds are used to pay for this Agreement, each Party shall comply with federal suspension and debarment regulations, including Executive Order 12549 (29 C.F.R. Part 98). Each Party shall comply with the terms and conditions of each grant if any that provides funding for this Agreement and all laws, regulations, and requirements applicable to such grant.

SECTION 1.7 WORK PRODUCTS AND RIGHTS THERETO. The provisions in this Section shall survive the termination of this Agreement and apply to any Work that a Party prepares for or provides to the other Party pursuant to this Agreement. Each Party's Work shall remain its property and that Party shall have all interests and rights thereto. FCSS hereby grants to District and each Parent Trainee who attends a Training a limited license during and after the Contract Term to use the curriculum and/or materials that FCSS provides during the Training. **"Work"** means any data, document, display, drawing, report, material, invention, work, and discovery, including any copyright, right, and interest therein or thereto and whether written, recorded, or electronically stored.

SECTION 1.8 CONFIDENTIAL RECORDS AND INFORMATION. If any document and/or information (for example and not as a limitation, employee or student record) that is subject to nondisclosure or protection under federal and/or California laws (collectively and separately **"Confidential Material"**) are provided to or created by a Party for or pursuant to this Agreement, each Party shall: (A) not release, disseminate, publish, or disclose the Confidential Material except as required by law or a court order, as this Agreement may permit, or as FCSS, through the contact person listed on the Cover or other designated FCSS staff, may authorize in writing; (B) unless specifically permitted by Applicable Law, not use the Confidential Materials for any purpose not related to a Party's performance of this Agreement; and (C) protect and secure the Confidential Material, including Confidential Material saved or stored in an electronic form, to ensure that it is safe from theft, loss, destruction, erasure, alteration, and unauthorized viewing, duplication, and use. The provisions of this Section shall survive the termination of this Agreement.

ARTICLE 2 PAYMENT.

FCSS' compensation for providing each Training to Parent Trainees, Childcare (if required of FCSS as marked on the Cover), and Translation (if required of FCSS as marked on the Cover), and District's obligation to pay FCSS under this Agreement, shall be in accordance with the Payment Schedule marked on the Cover.

ARTICLE 3 TERM AND TERMINATION OF AGREEMENT.

SECTION 3.1 CONTRACT TERM. This Agreement is effective on the Effective Date stated on the Cover and continues in full force and effect thereafter until and including the Termination Date stated on the Cover **("Contract Term")** and, unless terminated during the Contract Term in accordance with Section 3.2 below, shall terminate at 12:00 midnight on the last day of the Contract Term without any notice or action by either Party.

SECTION 3.2 TERMINATION DURING CONTRACT TERM; RIGHTS AND OBLIGATIONS THEREUPON. During the Contract Term, a Party, with or without cause, may terminate this Agreement by giving the other Party written notice for the Notice Period stated on the Cover. Upon termination of this Agreement and if District is obligated under this Agreement to pay FCSS for any Training, District shall pay FCSS the Training Fee for each Training that FCSS provided to Parent Trainees before the effective date of termination of this Agreement, such payment to be made within 30 days of the effective date of termination of this Agreement and District's receipt of FCSS' invoice. The provisions of this Section shall survive the termination of this Agreement.

SECTION 3.3 FORCE MAJEURE. A Party is not liable for failing or delaying performance of its obligations under this Agreement due to events that are beyond the Party's reasonable control and occurring without its fault or negligence, for

example, acts of God such as tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters (collectively **"Force Majeure"**), provided that the Party has promptly notified the other Party in writing of the occurrence of the Force Majeure, except that a Force Majeure shall not excuse District's payment to FCSS of any portion of the Contract Amount that is due to FCSS.

ARTICLE 4 INSURANCE.

Each Party, at its cost and throughout the Contract Term, shall maintain in effect insurance or self-insurance providing coverage that complies, at a minimum, with the following requirements, and shall provide written proof of such insurance to the other Party upon the other Party's request: (A) *commercial general liability* with limits of not less than $1,000,000 per occurrence and $2,000,000 general aggregate and with coverage for property damage, bodily injury, and personal and advertising injury; (B) w*orkers compensation* in accordance with California laws and employer's liability insurance with a limit of not less than $1,000,000 per accident, both of which shall be in effect throughout the Contract Term; and (C) *commercial automobile liability* covering, at a minimum, non-owned and hired autos and, if there are any autos owned by the Party, then also covering owned autos, with a combined single limit of not less than $1,000,000 per accident.

ARTICLE 5 INDEMNITY.

Each Party's indemnity, defense, and hold harmless obligations to the other Party under or related to this Agreement shall be governed solely by this Article. A Party **("Indemnitor")** shall: (A) indemnify and hold harmless the other Party **("Indemnitee")** to the full extent permitted by California laws for any Loss sustained by Indemnitee or a Third Party only in proportion to Indemnitor's liability based on a Final Determination; and (B) defend and pay for all of Indemnitor's attorney's fees and litigation costs related to any Claim or Loss without any right against or from the Indemnitee for indemnity and/or hold harmless of such costs and fees, or any right for defense. A Party who intends to seek or seeks indemnity and/or hold harmless for any Loss from the other Party shall notify the other Party in writing and within a reasonable time after the Party knows or becomes aware of any Claim that may or will result in a Loss, describing, if known or determinable, the pertinent circumstances, all entities and persons involved, and the amount being claimed. A Party's obligations under this Article are not limited to or by any insurance that it maintains or the lack of insurance but apply to the full extent permitted by California laws, and shall survive the termination of this Agreement. **"Claim"** means any claim, demand, lawsuit, cause of action, action, cross-complaint, cross-action, and/or proceeding arising out of, resulting from, or relating to this Agreement where there has been no Final Determination. **"Loss"** means any bodily injury, property damage, personal injury, advertising injury, liability, loss, damage, judgment, expense, and/or cost (excluding attorney's fees and litigation costs that a Party or a Third Party incurred or paid related to a Loss or Claim) arising out of, resulting from, or relating to this Agreement and for which there has been a Final Determination that a Party is or both Parties are liable. **"Third Party"** means a person who or an entity that is *not* any of the following: (A) a Party; (B) an officer, employee, or agent of a Party; or (C) contracted with (whether directly or through a subcontract of any level) or otherwise retained by a Party to act for or on the Party's behalf. **"Final Determination"** means any judgment, order, or decision, each a **"Determination,"** by a court of competent jurisdiction or a governmental entity with jurisdiction to render the Determination where the Determination is not subject to appeal or the period for an appeal has expired.

ARTICLE 6 DISPUTE RESOLUTION.

The Parties shall meet and confer in good faith to resolve any dispute between them arising out of, resulting from, or relating to this Agreement, including any Claim or Loss for which a Party seeks indemnity pursuant to Article 5 and any dispute relating to this Agreement that arises or occurs after the termination of this Agreement. During a dispute regarding payment under this Agreement, District shall pay FCSS the portion of the Contract Amount that is undisputed and due to FCSS; if a disputed portion of the Contract Amount is determined in a Final Determination to be due to FCSS, District shall pay such amount to FCSS within 30 days of the date of the Final Determination, unless a different date is stated in the Final Determination or in an agreement executed by the Parties, in which case, District shall pay FCSS in accordance therewith. Except for an action to preserve the status quo and/or prevent irreparable harm, a Party shall not commence any cause of action, action, lawsuit, or proceeding arising out of, resulting from, or relating to this Agreement until after the Party has complied with the provisions of this Article. The provisions of this Article shall survive the termination of this Agreement.

ARTICLE 7 GENERAL PROVISIONS.

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

SECTION 7.2 INTERPRETATION; APPLICABLE LAWS AND TIME ZONE; VENUE; SEVERABILITY; AND SURVIVAL OF TERMINATION. If there is uncertainty of any language in this Agreement, the Parties agree that Civil Code section 1654 shall not apply to interpret the uncertainty. The language of this Agreement shall be interpreted according to its fair meaning and not strictly for or against any Party and under California laws. All dates and times stated in this Agreement shall be according to Pacific Time. All causes of action, actions, lawsuits, and proceedings arising out of, resulting from, or relating to this Agreement

shall be adjudicated in state or federal court in Fresno County, California, provided that each Party does not hereby waive any immunity to suit. If a court of competent jurisdiction holds any provision of this Agreement void, illegal, or unenforceable, this Agreement shall remain in full force and effect and shall be interpreted as though such invalidated provision is not a part of this Agreement and the remaining provisions shall be construed to preserve the Parties' intent in this Agreement. Any provision in this Agreement that by its nature applies after, or is specifically stated to survive, the termination of this Agreement shall survive the termination of this Agreement.

SECTION 7.3 INDEPENDENT CONTRACTOR, ASSIGNMENT, AND TRANSFER. Each Party is an independent contractor, and it and its officers, employees, and agents are not, and shall not represent themselves as, officers, employees, or agents of the other Party. This Agreement does not and shall not be construed to create an employment or agency relationship, partnership, or joint venture between the Parties. Each Party shall not assign or transfer any or all of its obligations and/or rights under this Agreement, including by operation of law or change of control or merger, without the other Party's prior written consent, the Parties agreeing that this provision shall not prohibit FCSS from contracting with one or more third parties to perform any portion of the Services on behalf of FCSS.

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

/ /

PARENT TRAINING LIST

PARENT TRAINING AGREEMENT

ES = Training is designed for Parent Trainees who have child(ren) enrolled in elementary school
MS = Training is designed for Parent Trainees who have child(ren) enrolled in middle school
HS = Training is designed for Parent Trainees who have child(ren) enrolled in high school

	Training	Targeted Audience	No. of Session in Training	Duration of Each Session	**"Training Fee"** per Training
T1	**Parental Involvement Tenets:** This training covers current research findings on parent involvement. It discusses different ways parents can get involved that leads to their children's academic success.	ES MS HS	1	2 hours	$800
T2	**Truancy and Attendance:** This training covers the relationship between regular school attendance and academic success. It explores the causes of truancy and consequences for parents. It will provide methods to help parents address this issue.	ES MS HS	1	2 hours	$800
T3	**Character Counts:** This training introduces Parents to Character Counts, the national initiative whose curriculum is based on voluntary citizen action and has been implemented in many California schools. Parents will learn Character Counts, Core Ethical Values, and will assist them and their children in distinguishing right from wrong and in defining the essence of good character.	ES MS HS	8	2 hours	$4,800 ($600/ session)
T4	**Leadership Skills Training:** This training covers the knowledge and skills to function in leadership roles. It is geared toward participants who are or will be holding a position as leaders.	ES MS HS	1	2 hours	$800
T5	**Organizational Skills:** Organizational skills can have an enormous impact in everyday activities. Children who are well-organized tend to do well in school.	ES MS HS	1	2 hours	$800
T6	**Family Academic Competency Training Series (F.A.C.T.S):** Family Academic Competency Training Series is a nine-week, 2-hour sessions. This training covers academic-related contents such as math facts, sight words, how to help a child with reading at different grade levels. The contents in this series cover from kindergarten through twelve grades.	ES MS HS	9	2 hours	$5,400 ($600/ session)
T7	**Healthy Ways to Work Out Problems:** This training begins with parents thinking of ways to address common problems in their lives which will give parents the foundation of strong problem solving skills. Participants will learn how to access the many community resources available to them.	ES MS	1	2 hours	$800
T8	**Social and Emotional Changes:** This training covers the many developmental stages that a child experiences from birth to teenage years when the child focuses primarily on identity. Parents will learn of the importance of their love, joy, and nurturing as their child moves through social and emotional changes that occur as their bodies and minds develop.	MS HS	1	2 hours	$800
T9	**Peer Pressure:** This training will help parents define and identify peer pressure, and understand why adolescents are so easily influenced by peers. It will also explain the differences between negative and positive peer influences, and explore how parents can help their children avoid negative influences.	MS HS	1	2 hours	$800

	Training	Targeted Audience	No. of Session in Training	Duration of Each Session	**"Training Fee"** per Training
T10	**Roadmap to Higher Education Series:** This training discusses methods upon which parents can utilize to assist their children to become successful in high school and during post-secondary education.	MS HS	6	2 hours	$4,800 ($800/ session)
T11	**Motivating Students for Academic Success:** This training teaches parents how their views of education can have a direct impact on their child's success in school. The goal is to inspire parents and to motivate students to see education as the key to a successful future. The training highlights the practical value and other benefits of a college education.	MS HS	1	2 hours	$800
T12	**High School Learning Environment:** Because the transition from middle-school to high school can be overwhelming for some children, parents will learn how to support their children during this stage. Parents will explore strategies for children to be successful.	HS	1	2 hours	$800
T13	**A-G Requirements:** This training discusses the high school courses required for entrance to the University of California and the California State University systems. Each A-G subject will be discussed in detail.	HS	1	2 hours	$800
T14	**Middle-School Learning Environment:** Moving from elementary school to middle-school can be a challenge for many students as well as their parents. Parents will learn about the academic life in middle school and how to help their child successfully transition through this stage.	MS	1	2 hours	$800
T15	**Six Types of Parent Engagement:** This class discusses Dr. Epstein's six types of family involvement: parenting, communicating, volunteering, learning at home, decision making, and collaborating with the community.	ES MS HS	6	2 hours	$4,800 ($800/ session)
T16	**Computer Literacy Skills:** Parents will acquire basic computer skills. Microsoft Word, Internet Explorer and Google Chrome will be introduced.	ES MS HS	6	2 hours	$4,800
T17	**Bullying Awareness:** This training covers the various forms of bullying, its effect on those who are bullied and those who bully. Parents learn to recognize the signs that their child might be a victim of a bully, and are given tips on how to prevent bullying.	ES MS HS	1	2 hours	$800
T18	**Cyberbullying:** What is cyberbullying? This training provides the latest statistics on cyberbullying issues and how they have negative impacts on teens. Parents will learn ways to help prevent their children from becoming victims of cyberbullying.	ES MS HS	1	2 hours	$800
T19	**Monitoring Student Progress Via Portal:** Parents will learn how to access the internet and the school's website. They will understand how to monitor their child's academic records, school attendance, assignments, and grades.	ES MS HS	3	2 hours	$2,400
T20	**Positive Parenting Skills:** This training offers ways for parents to improve their parenting skills, and how different skills are needed as a child progresses through developmental stages from birth to 19 year of age. Assertive discipline that inspires cooperation is covered including consequences verses punishment discipline approaches.	MS HS	8	2 hour	$4,800 ($600/ session)

	Training	Targeted Audience	No. of Session in Training	Duration of Each Session	**"Training Fee"** per Training
T21	**Positive Attitudes:** How attitudes play a critical role in our daily lives. This training focuses on how attitude affects ones feelings, thinking and actions. Parents will learn ways to help their children develop positive attitudes.	ES MS HS	1	2 hours	$800)
T22	**Helping Your Child with Homework:** This training offers proven strategies on how parents can help their children with homework.	ES	1	2 hours	$800
T23	**Parent-Teacher Conference:** What should parents do before, during, and after the parent–teacher conference? This training teaches parents how to prepare to get the most out of a conference.	ES	1	2 hours	$800
T24	**Understanding Report Cards and Test Scores:** This training helps parents to understand their children's academic areas of strengths and weaknesses. It will cover all details of a report card and test scores by providing tips to parents on how to make improvement on specific academic and/or non-academic areas.	ES	1	2 hours	$800
T25	**The Three Types of Discipline:** This training examines three major approaches to discipline and how each can have negative and/or positive impact on their children's behavior and development.	ES	1	2 hours	$800
T26	**Financial Literacy:** This training offers strategies that parents can use to manage their financial resources, and to ensure academic success for their children.	ES MS HS	1	2 hours	$800
T27	**Internet Safety:** Parents will learn how the internet can be a valuable resource in their child's education. It will explore the value and potential danger of the internet. Parents will learn how to monitor their child's online activities, and how to establish rules to keep their children safe as they browse the internet.	ES MS HS	1	2 hours	$800
T28	**Understanding Title I Law and Its Services**: This training highlights the services offered to participating schools under Title I and explains its benefits to students and parents.	ES MS HS	1	2 hours	$800
T29	**Ways to Improve Reading Skills:** Parents will learn ways to help their children become more effective readers, how to establish a daily reading time, selecting reading materials, and ways to increase their children's reading fluency.	ES MS	1	2 hours	$800
T30	**Technology:** This training offers the latest information on how technology can have an impact on our daily lives and our children's education. Parents will learn the pros and cons of using various electronic devices such as computers, tablets and chrome book. These programs can be used to enhance our daily productivities and even the student's academic achievement.	ES	1	2 hours	$800
T31	**Kindergarten Family Literacy:** This training covers math, reading and science. Parents will learn number names, count sequence, count to tell the number of objects, compare numbers using matching games, and counting strategies. Activities to identify and describe shapes will also be introduced. A poster of kindergarten sight words, and the foundation of reading will be provided.	ES	3	2 hours	$2,400
T32	**First Grade Family Literacy:** Each session in this training emphasizes on math facts such as addition, subtraction within 20 and understanding the place value. Parents will learn the importance of sight words and how to choose books that are best for their children to read at home. The hands-on science activities will inspire family and children to explore science in depth.	ES	3	2 hours	$2,400

	Training	Targeted Audience	No. of Session in Training	Duration of Each Session	**"Training Fee"** per Training
T33	**Second Grade Family Literacy:** Similarly in kindergarten and first grade family literacy, each session in this training will cover math using strategies to enhance the understanding of place value, time and money, adding and subtracting within 20., Second grade sight words, a poster will be provided with strategies on how to use along with activities that will help parents to prepare their children to enter third grade ready to read.	ES	3	2 hours	$2,400
T34	**Parent Project Parenting Skills:** This training provides the most comprehensive and effective instruction on high risk youth available today. Parents will learn proven strategies that change lives and discover how to develop collaborative implementation plan designed to meet the specific needs of high risk family.	ES MS HS	10	2 hours	$8,000
T35	**Nutrition:** This training covers information on health benefits of eating fruits and vegetables. Topics will include proposed daily physical activities, keys to food safety. Cooking with healthy recipes will be demonstrated.	ES MS HS	6	2 hours	$4,800
T36	**Abriendo Puertas/Opening Doors:** This training is for parents with children ages birth to five. Abriendo Puertas is based on the premise that enhancing parenting skills early in a child's life leads to economic societal benefits.	ES	8	2 hours	$4,800 ($600/ session)

WCESD BOARD OF TRUSTEES

ITEM NO. VI.A.8.d
DATE: June 27, 2017

SUBJECT TITLE: CONTRACTS/SERVICE AGREEMENTS

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Approve the Desktop Support Services Agreement between the Fresno County Superintendent of Schools ("FCSS") and the Washington Colony Elementary School District ("District") for the 2017-18 school year.

BACKGROUND

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

CONSIDERATION

The 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 enhancement instruction. Provide regularly scheduled onsite Desktop support services. FCSS will provide all tasks necessary to maintain a functioning and optimizing Desktop, including but not limited services described in Attachment A, including computer hardware and software installation and repair.

FINANCIAL IMPACT:

$44,000 for the 2017 - 2018 school year/onsite 2 days per week (8 hours)

FUNDING SOURCE:

General Fund (0100) – Supplemental and Concentration Grants

Moved by _____ Second _____

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

DESKTOP SUPPORT SERVICES AGREEMENT
("Agreement")

COVER PAGE

A. "District" and Address/Contact Information:	B. "FCSS" and Address/Contact Information:
Washington Colony Elementary School District Attn: Jesus Cruz 130 E Lincoln Ave Fresno, CA 93706	Fresno County Superintendent of Schools Attn: Administrator, Information Systems & Technology Fresno County Office of Education 1111 Van Ness Avenue Fresno, CA 93721-2000
C. "Contract Effective Date":	D. "Contract Termination Date":
July 1, 2017	June 30, 2018
E. "Contract Amount":	
$44,000 See Art. 2 and Att. A	

This Agreement is entered into by and between FCSS and District as of the Contract Effective Date. FCSS and District are also referred to in this Agreement collectively as the "Parties" and individually as a "Party".

1. Contract Term. This Agreement shall commence on the Contract Effective Date and shall continue in full force and effect thereafter until and including the Contract Termination Date ("Contract Term"), unless this Agreement is terminated during the Contract Term as provided in Article 3 of this Agreement.

2. Agreement Documents. This Agreement contains and consists of this Cover Page, each Article that is listed below, and Attachment A:

Article	Title
1	Scope of Services and Obligations
2	Payment
3	Termination of Agreement
4	[Intentionally Left Blank]
5	Indemnity and Defense
6	Dispute Resolution
7	General Provisions

In consideration of the covenants, conditions, and stipulations set forth in this Agreement and for good and valuable consideration and/or the mutual benefits to be derived from this Agreement, the Parties, intending to be legally bound, agree as set forth in, and execute, this Agreement. Each person executing this Agreement on behalf of a Party represents that he or she is authorized to execute on behalf of, and to commit and bind, the Party to this Agreement.

DISTRICT

By: _____
Print Name:
Title:

FCSS

By: _____
Jim Yovino or Authorized Designee
Superintendent

ARTICLE 1 SCOPE OF SERVICES AND OBLIGATIONS.

Section 1.1 Recitals. FCSS provides Internet access and technology services to school districts in Fresno County. District is a school district in Fresno County and desires to enter into this Agreement with FCSS for FCSS to provide District with Desktop Support services as set forth in this Agreement.

Section 1.2 Duties and Obligations. The Parties' duties and obligations under this Agreement shall include those set forth below in this Section.

1.2.1 FCSS's Duties.

1.2.1.1 Required Services. FCSS will provide regularly scheduled onsite Desktop Support services. FCSS will provide all tasks necessary to maintain a functioning and optimized Desktop, including but not limited to services described in **Attachment A**, Schedule of Services and Rates.

1.2.1.2 Administration. FCSS will be responsible to:

a) Coordinate with other District Vendors and Service Providers for systems
b) Provide a qualified technician to trouble-shoot equipment malfunctions
c) Initiate all defective equipment "claims" with the equipment manufacturer
d) Remove and return all defective equipment to manufacturer
e) Installation and reprogramming of replacement equipment
f) Document all work done in the FCSS trouble ticket system

1.2.1.4 Limited Liability. In the event that FCSS, as a result of its sole negligence, fails to properly provide Desktop Support services to District, FCSS' liability shall be limited to reimbursing to District the proportionate cost, on a time basis only, for the Desktop Support services that District failed to receive. It is the District's responsibility to back up data that is stored on the District's hard disk(s), and/or on any other storage devices. FCSS shall not be responsible at any time for any loss, alteration or corruption of any software, data, or files. FCSS shall not be liable in any way for damages arising from any part, equipment, peripheral, software or other product supplied to District by FCSS.

District further understands, covenants, and agrees that FCSS' performance under this Agreement is conditioned on District's timely and accurate provision of data and information to FCSS. Any error, omission or other failure of performance by FCSS caused, in part or in whole, by District shall be the District's sole and exclusive responsibility.

1.2.2 District's Duties.

1.2.2.1 Requesting Service. The District's appointed representative shall submit work requests through the FCSS trouble ticketing system by emailing support requests to support@fcoe.org or calling 559-497-3724. FCSS will notify the District's appointed representative each time the technician arrives on site to verify service start time, get an update on system status, and to update the District on the maintenance they will perform during that visit.

1.2.2.2 Administration. District will be responsible to:

a) Maintain all service accounts and passwords
b) Backup all user data
c) Purchase, manage and maintain all software licensing

ARTICLE 2 PAYMENT. As full consideration and compensation for FCSS' performance of the Services, FCSS will process monthly billing invoices to the District. FCSS will bill the District at the Desktop Support

Services rates described on **Attachment A**, Schedule of Services and Rates, and as may be changed or modified pursuant to this Agreement. Attachment A is attached to and incorporated as part of this Agreement.

ARTICLE 3 TERMINATION OF AGREEMENT.

Section 3.1 Grounds for Termination. This Agreement shall terminate upon expiration of the Contract Term. During the Contract Term, a Party may terminate this Agreement only upon the other Party's material breach of one or more provisions of this Agreement and after the non-breaching Party has provided the breaching Party with at least 30 days written notice before the effective termination date.

Section 3.2 Rights and Obligations Upon Termination. If this Agreement is terminated due to FCSS' material breach of one or more provisions of this Agreement, FCSS, upon such termination of this Agreement, shall be entitled to payment for all Services that FCSS provided before the effective date of termination of this Agreement. If this Agreement is terminated due to District's material breach of one or more provisions of this Agreement, FCSS, upon such a termination of this Agreement, shall be entitled to payment of the full Contract Amount within 30 days of the effective date of termination of this Agreement. If this Agreement is terminated due to FCSS' and District's material breach of one or more provisions of this Agreement, FCSS, upon such termination of this Agreement, shall be entitled to payment for all Services that FCSS provided before the effective date of termination of this Agreement.

Section 3.3 Force Majeure. The provisions in this Section shall apply if either Party is delayed or prevented from performing this Agreement by a Force Majeure Event, as that term is defined below. No Party shall be liable for any failure or delay in performing this Agreement if a Force Majeure Event caused the failure or delay, and such failure or delay is beyond the Party's control and which by the Party's exercise of due diligence could not reasonably have avoided the Force Majeure Event and such Force Majeure Event was not avoided. A "Force Majeure Event" shall mean events or circumstances beyond a Party's reasonable control and occurring without any fault or negligence of the Party, and which by the exercise of due diligence by the Party could not reasonably have been avoided and was not avoided, which events or circumstances, include, but are not limited to, acts of God, such as tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters; terrorist attacks; wars; strikes; lockouts; riots; explosions; or governmental acts or order, including sanction, embargo, and import or export regulation. A Force Majeure Event shall not include events or circumstances that are within a Party's reasonable control or that occurs as a result of or arises from a Party's act or omission, which events or circumstances include, but are not limited to, failure by a Party and/or its subcontractors, suppliers, or agents to meet their legal or contractual obligations where no Force Majeure Event has occurred; disruption in services to a Party caused by one or more of the following: disputes with subcontractors, suppliers, or other agents or parties, or disputes between a Party and its employees.

ARTICLE 4 [INTENTIONALLY LEFT BLANK]

ARTICLE 5 INDEMNITY AND DEFENSE.

Section 5.1 Indemnity Obligations of District. To the fullest extent permitted by law, District shall defend, indemnify, and hold harmless FCSS and the Fresno County Board of Education, and their officers, employees, volunteers, students, and agents (collectively "FCSS and FCSS Personnel") from and against any claims, lawsuits, actions, and/or liability, whether actual or alleged, arising out of or relating to this Agreement.

Section 5.2 No Limitation by Insurance and Survival of Obligations. Neither the existence of any insurance coverage carried by District nor the minimum coverage limits with respect to any such coverage, shall be deemed to limit or restrict in any way District's obligation or liability under this Article. District shall be obligated under this Article and liable to the FCSS as provided under this Agreement to the fullest extent permitted by law without regard to whether District's insurance provides coverage for the obligation or liability. The obligations set forth in this Article shall survive the termination of this Agreement.

ARTICLE 6 DISPUTE RESOLUTION. The Parties shall meet and confer in good faith to resolve any disputes between them arising out of, resulting from, or relating to this Agreement. During a dispute regarding

payment under this Agreement, Agency shall pay FCSS the amount that is undisputed and due to FCSS; if a disputed amount is finally determined to be due to FCSS, Agency shall pay such amount to FCSS within 30 days of the final determination. Except for an action to preserve the status quo and/or prevent irreparable harm, a Party shall not commence any cause of action, action, lawsuit, or proceeding arising out of, resulting from, or relating to this Agreement until after complying with this Article. The provisions of this Article shall survive the termination of this Agreement.

ARTICLE 7 GENERAL PROVISIONS.

Section 7.1 Entire Agreement, Conflicts, Execution, Amendment, and Waiver. This Agreement is a complete and exclusive statement of the Parties' agreement under Code of Civil Procedure section 1856. This Agreement consists of and any conflicts or inconsistencies in this Agreement shall be resolved by giving precedence as follows: the Cover, these General Terms and Conditions, Required Documents marked as required on the Cover, any exhibit or attachment that is stated on the Cover, and any amendment entered into by the Parties in accordance with this Section. The Parties may execute this Agreement and any amendment hereto in counterparts such that each Party's signature is on a separate page. A copy or an original of this Agreement with the Parties' signatures, whether original or transmitted by electronic means, shall be deemed a fully executed contract. The Parties may amend or waive any covenant, term, or condition of this Agreement only by a writing executed by them.

Section 7.2 Interpretation, Applicable Laws and Time Zone, Venue, Severability, and Survival of Termination. This Agreement is to be interpreted according to its fair meaning and not strictly for or against any Party, and under California laws without giving effect to California's choice of law provisions that may result in the application of the laws of another jurisdiction. All dates and times stated in this Agreement shall be according to Pacific Time. All causes of action, actions, lawsuits, and proceedings arising out of, resulting from, or relating to this Agreement shall be adjudicated in state or federal court in Fresno County, California, provided that FCSS does not hereby waive any immunity to suit. If a court of competent jurisdiction holds any provision of this Agreement void, illegal, or unenforceable, this Agreement shall remain in full force and effect and shall be interpreted as though such invalidated provision is not a part of this Agreement and the remaining provisions shall be construed to preserve the Parties' intent in this Agreement. Any provision in this Agreement that by its nature applies after, or is specifically stated to survive, the termination of this Agreement shall survive the termination of this Agreement.

Section 7.3 Independent Contractor, Assignment, and Transfer. Each Party is an independent contractor, and it and its officers, employees, and agents are not, and shall not represent themselves as, officers, employees, or agents of the other Party. This Agreement does not and shall not be construed to create an agency relationship, partnership, or joint venture between the Parties. A Party shall not assign or transfer any or all of its obligations and/or rights under this Agreement, including by operation of law or change of control or merger, without the other Party's' prior written consent; however, this provision shall not be read or construed to prohibit FCSS from contracting with one or more third parties to provide all or a part of the Services.

Section 7.4 Notices. Except as may be specifically stated otherwise in this Agreement, each Party shall give any notices, demands, invoices, and all other communications required or permitted under this Agreement in writing and by one of the following methods to the other Party at the address, FAX number, and/or email stated on the Cover, delivery to be effective upon receipt thereof by the other Party: (A) hand delivery; (B) sent by a reputable overnight courier services that tracks the delivery; (C) sent by certified mail, return receipt requested, first class postage prepaid; or (D) sent by regular mail *and* transmitted by facsimile or e-mail; and, ***if to FCSS, a copy thereof, not to include invoices and communications regarding normal implementation of this Agreement, by facsimile to***: Lead Legal Counsel at (559) 265-3054. A Party may change its contact person and/or contact information stated on the Cover by notifying the other Party of the particular change and the effective date thereof in accordance with this Section. The provisions of this Section shall survive the termination of this Agreement.

Attachment A
To Desktop Support Services Agreement

SCHEDULE OF SERVICES AND RATES

1. Rates: Services under this Agreement are provided to District based on the hourly Desktop Support Service rate below

Desktop Support Services Pricing				
Days(8hours/day)	**Hourly Rate**	**Monthly Rate**	**Annual Rate**	**Notes**
100	$55	$3,666.67	$44,000.00	Onsite 2 days/week

2. The Services to be provided to District under this Agreement include the following:

3.1 Computer hardware installation and repair
3.2 Software installation and repair
3.3 Printer installation and repair
3.4 Virus and spyware removal
3.5 Patch cord management
3.6 Server maintenance and repair
3.7 Network maintenance and repair

3. Service Level Agreement Objectives

FCSS will provide a qualified technician for onsite Desktop Support services on a regularly scheduled basis as agreed upon with the District. Emergency support requests will be handled on a "best effort" basis.

WCESD BOARD OF TRUSTEES

ITEM NO. VI.A.8.e
DATE: June 27, 2017

SUBJECT TITLE: CONTRACTS/SERVICE AGREEMENTS

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Approve the Foster Youth Data Sharing Services Agreement between the Fresno County Superintendent of Schools ("FCSS") and the Washington Colony Elementary School District ("District") for a three-year term 2017- 2020 school year.

BACKGROUND

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

CONSIDERATION

FCSS through FCSS's Foster Youth Educational Services Department, desires to develop, operate, and maintained a wed-based information sharing network (Foster Youth Network); cooperate with the Agencies to gather, process, and post on the Foster Youth Network certain information and data gathering.

Foster Youth often change residences, foster parents, and schools. Thus, schools and other public agencies have difficulties identifying and obtaining information regarding the foster youth in order to provide them with educational, counseling, and other services. Foster Youth are youth who are placed in foster care and include those youth whom FCSS or an Agency, based on available information, believes is foster care.

FINANCIAL IMPACT:

No Payment Unless and Until Notice

FUNDING SOURCE:

General Fund (0100) - Supplemental and Concentration Grants

Moved by _____ Second _____

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

FOSTER YOUTH DATA SHARING AGREEMENT
("Agreement")

COVER PAGE

This Foster Youth Data Sharing Agreement **("Agreement")** is entered between and amongst each Party that executes the Signature Page, which form is set forth in Attachment 1 to this Agreement. A public agency in Fresno County may become a party to this Agreement by submitting a completed Signature Page signed by the public agency's authorized representative and approved by the FCSS Contact/Designee listed on FCSS' Signature Page. FCSS and all other public agencies that have completed and signed a Signature Page are also referred to in this Agreement collectively as the **"Parties"** and individually as a **"Party"**. All Parties, except FCSS, are also referred to individually as an **"Agency"** and collectively as **"Agencies,"** and all Agencies that are California public school districts are also referred to individually as a **"School District"** and collectively as **"School Districts"**.

1. **Recitals.**

1.1 Foster youth often change residences, foster parents, and schools. Thus, schools and other public agencies have difficulties identifying and obtaining information regarding the foster youth in order to provide them with educational, counseling, and other services. Foster youth are youth who are placed in foster care and include those youth whom FCSS or an Agency, based on available information, believes is in foster care.

1.2 FCSS, through FCSS' Foster Youth Educational Services Department, desires to develop, operate, and maintain a web-based information sharing network **("Foster Youth Network")**; cooperate with the Agencies to gather, process, and post on the Foster Youth Network certain information and data regarding foster youth in Fresno County **("Foster Youth Data")**; and coordinate and collaborate with the Agencies to allow FCSS and the Agencies to identify, and share information regarding, foster youth in Fresno County.

1.3 By this Agreement, the Parties desire to set forth the terms and conditions governing the development, operation, and maintenance of the Foster Youth Network; the gathering, posting, and sharing of Foster Youth Data in the Foster Youth Network; and procedures and safeguards required for the Foster Youth Network and Foster Youth Data.

2. **"Contract Term".** This Agreement shall become effective on the date on which FCSS and at least one other Party execute its respective Signature Page **("Contract Effective Date")**. For any other Party who executes the Signature Page after the Contract Effective Date, the Contract Effective Date shall be the date on which that Party executes the Signature Page. Notwithstanding the previous sentence, this Agreement shall be effective between the County of Fresno and FCSS on July 1, 2017. This Agreement shall continue in full force and effect commencing on the Contract Effective Date until and including the **"Contract Termination Date"** of June 30, 2020 **("Contract Term")**, unless this Agreement is terminated during the Contract Term as provided in Article 3 of Attachment 3 to this Agreement.

3. **Agreement Documents.** This Agreement contains and consists of the following:

3.1 Cover Page
3.2 Attachment 1 – Signature Page
3.3 Attachment 2 – Party Access to Foster Youth Data
3.4 Attachment 3 – General Terms and Conditions
- Article 1: Services and Obligations
- Article 1A: Additional Terms and Conditions
- Article 2: Payment
- Article 3: Termination of Agreement
- Article 3A: Renewal of Agreement
- Article 4: [Intentionally Left Blank]
- Article 5: Indemnity
- Article 6: Dispute Resolution
- Article 7: General Provisions

3.5 Attachment 4 – Foster Youth Services Program of Sacramento, Foster Focus Confidentiality Agreement

ATTACHMENT 1
SIGNATURE PAGE

If additional spaces are needed to list all Party Contact/Designees, make copy of this Attachment.

NAME OF PARTY: _____
(State full legal name of Party)

The above-listed Party is (mark one): ✓ School District ___ Other Agency ___ FCSS

PARTY CONTACT/DESIGNEE (list Party's contact/designee; if more than one department of the Party is involved, the Party may list a Contact/Designee for each department):

Name: Evelyn Diaz Title: Assistant Principal
Address: 130 E. Lincoln Ave
Fresno, CA 93706

Phone No.: (559) 233-0706 FAX No. (559) 233-9583 Email Address: evelyndiaz@washingtoncolony.org

Name: _____ Title: _____
Address: _____

Phone No.: _____ FAX No. _____ Email Address: _____

Name: _____ Title: _____
Address: _____

Phone No.: _____ FAX No. _____ Email Address: _____

In consideration of the covenants, conditions, and stipulations set forth in this Agreement and for good and valuable consideration and/or the mutual benefits to be derived from this Agreement, the above Party, intending to be legally bound, agrees as set forth herein, and executes this Agreement. Each person executing this Agreement on behalf of a Party represents that he or she is authorized to execute on behalf of, and to commit and bind, the Party to this Agreement.

AUTHORIZED AGENCY REPRESENTATIVE

By: _____
(Signature)
Print Name: _____
Title: _____
Date of Execution: _____

FCSS CONTACT/DESIGNEE APPROVAL

By: _____
Print Name: _____
Title: _____
Date of Approval: _____

ATTACHMENT 2
To Foster Youth Data Sharing Agreement

ACCESS TO FOSTER YOUTH DATA

If access to the Foster Youth Network and Foster Youth Data is authorized by departments of a Party, this Attachment must be completed and signed by the Contact/Designee for <u>each</u> department.

Name of Party: _____

<u>Foster Youth Data Access</u>: The above-listed Party may only access the Foster Youth Network and Foster Youth Data in accordance with this completed and signed Attachment. Upon the last date on which this Attachment is signed by the Party and approved by the FCSS Contact/Designee, this Attachment shall become and constitute a part of the Foster Youth Data Sharing Agreement ("Agreement"). (See Section 1.4 of Agreement.)

A. Complete ***if*** the Party will authorize access to the Foster Youth Network and Foster Youth Data by departments (state the name of the department): _____

B. **Check one:** ____ the Party ____ the above-listed department of the Party may access the Foster Youth Network and Foster Youth Data concerning only the following records **(mark one)**:

__ Records of all foster youth.

__ Records of only foster youth who are enrolled with or placed under court jurisdiction with **(check one)**:

___ the Party (District) ___ the Department

C. The following Foster Youth Data may be <u>ACCESSED</u> **(check each that applies)**:

__ 1. Placement agency, including the name and address of the agency with which the student has been placed, the name and contact information of the assigned social worker, and/or probation officer, and other personnel.

__ 2. Demographics.

__ 3. Residential history.

__ 4. School placement history.

__ 5. Education-related health information, including immunizations.

__ 6. Education records, including academic records, including test scores, grade point average, attendance information, date and other information regarding IEP, and disability.

__ 7. Significant contacts, including contact information for the person holding educational rights, Independent Living Program worker, Instructional Case Manager, attorney, Court Appointed Special Advocate.

__ 8. Foster youth services provided and case notes relating to such services.

__ 9. Documents stored for the foster youth related to his or her education.

__ 10. Court date and detention date.

PARTY CONTACT/DESIGNEE SIGNATURE

By: _____ Date of Execution: _____
(Signature)

Print Name: _____ Title: _____

FCSS CONTACT/DESIGNEE SIGNATURE

By: _____ Date of Execution: _____

Print Name: _____ Title: _____

ATTACHMENT 3
GENERAL TERMS AND CONDITIONS

ARTICLE 1 SERVICES AND OBLIGATIONS.

Section 1.2 Parties' Responsibilities. The obligations and responsibilities of the Parties are as follows:

1.2.1 Provision and Updating of Foster Youth Data.

1.2.1.1 **FCSS and School Districts**: Each School District and FCSS will, pursuant to procedures and format to be established and agreed upon by FCSS and the School Districts, provide to FCSS an electronic copy of or allow FCSS access to one or more of the following historical, current, and updated information for that Party's students in foster care:

(a) The name, address, and phone number (or the county/state identification number) of the school site and school district of attendance.

(b) Grade level performance and transcript(s).

(c) Student demographics, including but not limited to birth date, race, ethnicity, and any identification numbers but excluding social security number.

(d) Student guardianship and educational-rights holder's contact information.

(e) Attendance records.

(f) Disciplinary history, including suspensions, expulsions and reinstatement conditions.

(g) Enrollment history, including enter date(s), exit date(s), and reason(s).

(h) Current class schedule.

(i) Home language survey results.

(j) Educational testing results.

(k) Individualized Education Program **("IEP")**, Student Study Team **("SST")**, and Section 504 (Rehabilitation Act of 1973) information.

(l) Behavioral intervention plans.

(m) Psychological-educational reports.

(n) Information related to additional special education programs or other services offered to or utilized by the student and any related reports.

(o) Identify or designate which student records are foster youth.

(p) Any notations regarding the student by FCSS or the Party with which the student is placed.

1.2.1.2 Other Agencies: Each Party that is listed as Other Agency on its Signature Page, pursuant to procedures and format to be established and agreed upon by FCSS an such Agencies, will provide to FCSS an electronic copy of or allow FCSS access to historical, current, and updated information for any foster youth placed with that Agency.

1.2.2 Confidentiality. All Parties shall maintain and safeguard the confidentiality of the Foster Youth Network, all Foster Youth Data, and other Confidential Materials in accordance with Section 1A.1 below and the Foster Focus Foster Youth Services Program of Sacramento, Foster Focus Confidentiality Agreement **("Confidentiality Agreement")** attached as **Attachment 4** to this Agreement. A Confidentiality Agreement must be completed and signed for each employee of a Party who the Party authorizes to have access to the Foster Youth Network and/or Foster Youth Data. The originals of all completed and signed Confidentiality Agreements shall be transmitted to FCSS to the attention of FCSS' Contact/Designee at the address listed in FCSS' Signature Page.

1.2.3 Contact/Designee and Employee Access Authorization. Each Party shall designate at least one contact person on its Signature Page **("Contact/Designee")** to serve as the primary contact with the other Parties and to complete and sign Attachment 2 of this Agreement. A Party may change its Contact/Designee by providing written notice to the other Parties in accordance with Section 7.5.

1.2.4 Implementation and Self-Monitor. Each Party shall develop internal policies and procedures to implement this Agreement, including the Party's compliance with all applicable laws. Upon FCSS' request, a Party shall provide FCSS with a copy of that Party's internal policies and procedures, and evidence of actions that the Party has taken to monitor compliance with such policies and procedures.

Section 1.3 FCSS Responsibilities. In addition to the obligations in Section 1.2 above, FCSS shall have the following obligations and responsibilities:

1.3.1 Develop, operate, and maintain the Foster Youth Network.

1.3.2 Gather the Foster Youth Data electronically from the other Parties and match them to records for dependent and delinquent foster youth using various data elements to ensure accurate matches before processing and sending the processed Foster Youth Data to the Sacramento County Office of Education **("SCOE")**. SCOE will provide the electronic portal to operate and maintain the Foster Youth Network, and will have access to the Foster Youth Data.

1.3.3 Allow access to the Foster Youth Network to each Party's authorized employees.

1.3.4 Provide training to the other Parties regarding access to and use of the Foster Youth Network.

1.3.5 Provide technical and support services to the other Parties related to the Foster Youth Network and Foster Youth Data.

1.3.6 Coordinate and facilitate communications between the Parties regarding the provision of services to, and handling of education-related matters involving, foster youth in Fresno County.

Section 1.4 Party Access to Foster Youth Data. Each Party may only access the Foster Youth Network and Foster Youth Data in accordance with the Party's completed Party Access to Foster Youth Data, the form of which is attached to this Agreement as **Attachment 2**. Upon the last date on which the Party Access to Foster Youth Data is signed by the applicable Party and FCSS, it shall become and constitute a part of this Agreement.

ARTICLE 1A ADDITIONAL TERMS AND CONDITIONS.

Section 1A.1 Use and Handling of Confidential Records and Information.

1A.1.1 Compliance with Applicable Laws. Any Party receiving or accessing Confidential Materials, as this term is defined in this Subsection, and its officers, employees and agents shall: (1) protect the confidentiality and maintain the security of the Confidential Materials; (2) not release, disseminate, or publish the Confidential Materials, except as required by law or a court order, as may be permitted under this Agreement, or as the Party providing the Confidential Materials may authorize in writing; (3) not use the Confidential Materials for any purpose not related to the performance of this Agreement; and (4) protect all Confidential Materials, including those materials saved or stored in an electronic form, by adequate security measures to ensure that they are safe from theft, loss, destruction, erasure, alteration, and unauthorized viewing, duplication, and use. **"Confidential Materials"** shall mean the Foster Youth Data, and all documents and information that federal and/or California laws prohibit from being disclosed, or that are subject to privacy or other legal protections, including but not limited to, student records and information. In addition, each Party shall comply with the federal Health Insurance Portability and Accountability Act, 45 C.F.R. 160 *et seq.* **("HIPAA")**, as applicable, Health Information Technology for Economic and Clinical Health Act **("HITECH")**, as applicable, all regulations promulgated under HIPAA and HITECH by the U.S. Department of Health and Human Services, as applicable, the California Confidentiality of Medical Information Act, California Civil Code § 56 et seq., as applicable, and any other applicable federal and California laws that protect the privacy, security, and confidentiality of an individual's medical and health information. Each Party shall also comply with all applicable federal and California laws that relate to the use, security, confidentiality, privacy, dissemination, retention, or destruction of records relating to this Agreement, which shall include but are not limited to, the California Education Code, California Welfare and Institutions Code, and the Family Educational Rights and Privacy Act **("FERPA")**. Each School District shall specifically ensure its own compliance with all notice, description, and/or definition requirements set forth pursuant to FERPA, as applicable.

1A.1.2 Authorization to Share and Access Confidential Information. Each Party agrees and represents that all confidential student information relating to foster students provided to FCSS pursuant to this Agreement is being released to FCSS to access and share as authorized by court order for an individual student, or as authorized by written consent of the student's parent, guardian, or education rights holder, or as otherwise authorized by law.

1A.1.3 Access and Confidentiality. Access to the Foster Youth Network and Foster Youth Data shall be approved and allowed only for a person who has satisfied all of the following: (1) is an employee of a Party, (2) completed fingerprinting and criminal background checks (California Department of Justice and Federal Bureau of Investigation) and have no conviction and no pending criminal proceeding for a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c); (3) reviewed and signed the Confidentiality Agreement that is attached as Attachment 3 to this Agreement; and (4) authorized by the Party to access and use the Foster Youth Network and Foster Youth Data. Each completed and signed Confidentiality Agreement, containing the employee's original signature, shall be transmitted by the Agency employing the employee to FCSS. FCSS shall obtain and retain a completed and signed Confidentiality Agreement for each FCSS employee who is authorized to have access to the Foster Youth Network and Foster Youth Data. Each completed and signed Confidentiality Agreement shall become and constitute a part of this Agreement. Each Party agrees to notify FCSS immediately when there are changes in the employment status of its employee(s) who access student information under terms of this Agreement.

1A.1.4 Survival of Obligations. The obligations of this Article shall survive the termination of this Agreement.

Section 1A.2 Release of De-Identified Information. Each Party authorizes FCSS to release de-identified educational data to any organization selected by FCSS solely for the purpose of conducting education research and evaluation (referred to as "Evaluators") with the goal of providing information that can be used to improve educational services and outcomes for foster youth. All Party information released to Evaluators shall first be de-identified by FCSS in compliance with applicable legal requirements. Specifically, Party authorizes FCSS to release the following categories of de-identified student educational data to Evaluators to evaluate: test scores, grade level, grade point average, grades, race, ethnicity, birth year, disciplinary information (suspensions, expulsions, etc.), classes, primary language, secondary language, attendance, credits earned, school moves, and enrollment history (enter dates, exit dates, etc.). FCSS shall not release any personally identifiable data to Evaluators such as student names, birthdates, social security numbers, or school-assigned student IDs. Prior to releasing Party's de-identified data to Evaluators, FCSS shall first generate and assign random study IDs to students' data. The study IDs shall be generated and assigned randomly by FCSS and FCSS will not release any information to Evaluators about how FCSS randomly generates and assigns study IDs or information that would allow Evaluators to identify students based on study IDs. The study IDs shall not be used for any purpose other than identifying a de-identified record for purposes of educational research by Evaluators, and such study IDs will not be able to be used to ascertain personally identifiable information about a student. The study IDs shall not be based on student social security numbers, school-assigned IDs, or other personal information. This section will remain valid through the Contract Term and any amended Contract Term of the Foster Youth Data Sharing Agreement. The Party may withdraw its authorization for FCSS to release de-identified information as set forth in this section through written notice to FCSS at any time.

Section 1A.3 Work Product and Intellectual Property Rights. With the exception of student data and information that are provided by the Agencies in their original form (collectively **"Agency Student Data"**), FCSS solely owns and retains all rights to all software, data, and other intellectual property rights that constitute or are part of the Foster Youth Network, including but not limited to the Foster Youth Data and any other Agency Student Data that FCSS has gathered and processed as part of the Foster Youth Network (collectively **"FCSS Work Product"**). No Agency shall have ownership, right, title, or interest in any FCSS Work Product or any student data and information that FCSS provides to the Foster Youth Network, except that each Agency shall have the right to use the FCSS Work Product and such student data and information in accordance with this Agreement. FCSS hereby grants to each Agency, while the Agency is a Party to this Agreement, a non-exclusive license to access and use the Foster Youth Network and Foster Youth Data in accordance with this Agreement and applicable laws. Any Agency Student Data that an Agency provides shall remain that Agency's sole property and, to the extent the Agency has any rights or interests in such Agency Student Data, the Agency shall retain all such rights and interests and FCSS shall acquire no right or interest in such Agency Student Data except that the Agency, during the period that the Agency is a Party to this Agreement, grants to FCSS and the other Agencies a non-exclusive license to use such Agency Student Data in accordance with this Agreement and applicable laws.

ARTICLE 2 PAYMENT.

Section 2.1 No Payment Unless and Until Notice. Until and unless notice is provided pursuant to Section 2.2 below, each Party shall not owe to or be entitled from the other Party any compensation for any services rendered under, or costs incurred relating to or in connection with, this Agreement, and no Party shall be charged for use of the Foster Youth Network or access to the Foster Youth Data.

Section 2.2 **Notice Regarding Payment.** FCSS reserves the right to charge each Agency a fee for the Agency's use of the Foster Youth Network. If FCSS decides to charge such a fee, FCSS shall provide a written notice to each Agency setting forth the amount of the proposed fee, the method or formula by which the proposed fee is determined, and the date on which the proposed fee will become effective **("Preliminary Fee Notice")**. Any Agency that objects to the amount, or method or formula used to calculate the proposed fee must provide FCSS with a written statement within 15 days of the date of FCSS' Preliminary Fee Notice, stating the reason(s) for the objection. After receipt and consideration of any Agency objections, FCSS shall provide each Agency with written notice of the amount of the final fee that will be charged to each Party, the method or formula by which the final fee is determined, and any adjustment in the date on which the final fee will become effective **("Final Fee Notice")**. Any fee that FCSS may charge the Agencies under this Agreement: (1) shall not exceed the actual cost that FCSS incurs to operate and maintain the Foster Youth Network, which cost shall be based on the operation and maintenance cost incurred by FCSS during the previous 12-month period, and (2) shall not become effective until at least 90 days after the date of FCSS' Final Fee Notice.

ARTICLE 3 TERMINATION OF AGREEMENT.

Section 3.1 Grounds for Termination.

3.1.1 Expiration of Contract Term. This Agreement shall terminate upon expiration of the Contract Term. Any termination of this Agreement during the Contract Term by any Agency shall be in accordance with Subsection 3.1.2 below or, if by FCSS, shall be in accordance with Subsection 3.1.3 below.

3.1.2 Termination by Agencies. Each Agency, with or without cause, may terminate this Agreement as to itself during the Contract Term upon providing the other Agencies and FCSS with at least 30 days written notice before the effective date of termination. An Agency may terminate this Agreement as to that Agency without affecting and terminating this Agreement as between and amongst the remaining Agencies and FCSS. Upon termination of this Agreement by all Agencies, this Agreement shall terminate as to all Parties.

3.1.3 Termination by FCSS. FCSS, with or without cause, may terminate this Agreement during the Contract Term upon providing the Agencies with at least 60 days written notice before the effective date of termination. Unless FCSS agrees in writing to transfer the operation and maintenance of the Foster Youth Network to an Agency or Agencies, this Agreement shall terminate as to all Parties upon the effective date of termination. If FCSS agrees to such a transfer, this Agreement shall continue in full force and effect between and amongst the Agencies, and the name of the Agency or Agencies that will operate and maintain the Foster Youth Network shall be substituted in each place where FCSS appears in this Agreement and that Agency or Agencies shall assume all of FCSS' duties and obligations under this Agreement.

Section 3.3 Rights and Obligations Upon Termination.

3.3.1 Termination as to an Agency. Upon termination of this Agreement as to an Agency, FCSS shall terminate all access that the Agency has to the Foster Youth Network and FCSS shall cease the gathering of Agency Student Data from the Agency. Upon the Agency's request, FCSS shall return to Agency or delete all of the Agency's Agency Student Data that are in FCSS' possession. However, any Foster Youth Data generated or derived from the Agency's Agency Student Data before the effective date of termination shall remain in and part of the Foster Youth Network.

3.3.2 Expiration of Contract Term, Termination as to All Agencies, or Termination by FCSS. Upon expiration of the Contract Term pursuant to Subsection 3.1.1, termination of this Agreement by all Agencies pursuant to Subsection 3.1.2, or termination of this Agreement by FCSS pursuant to Subsection 3.1.3, FCSS shall terminate all access that each Agency has to the Foster Youth Network and FCSS shall cease the gathering of Agency Student Data from each Agency. Upon an Agency's request, FCSS shall return to the Agency or delete all of the Agency's Agency Student Data that are in FCSS' possession. However, any Foster Youth Data generated or derived from the Agency's Agency Student Data before the effective date of termination shall remain in and part of the Foster Youth Network.

Section 3.4 **Force Majeure.** No Party shall be liable for any failure or delay in performing this Agreement if the failure or delay is caused by events or circumstances that are beyond a Party's reasonable control and occurring without the Party's fault or negligence, and which by the Party's exercise of due diligence could not reasonably have been avoided and was not avoided, which events or circumstances, include, but are not limited to, acts of God, such as tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters; terrorist attacks; wars; strikes; lockouts; riots; explosions; or governmental acts or order, including sanction, embargo, and import or export regulation.

ARTICLE 3A RENEWAL OF AGREEMENT. Where this Agreement terminates by expiration of the Contract Term, the Parties may mutually agree in an addendum executed by the Parties to renew this Agreement for a successive period of the same duration as the Contract Term, or for a longer or shorter period.

ARTICLE 4 [INTENTIONALLY LEFT BLANK]

ARTICLE 5 INDEMNITY. Each Party's indemnity, defense, and hold harmless obligations to the other Party under this Agreement shall be governed solely by the following: (A) a Party **("Indemnitor")** shall indemnify and hold harmless the other Party **("Indemnitee")** to the full extent permitted by California laws for any Loss sustained by Indemnitee or a Third Party only in proportion to Indemnitor's liability based on a Final Determination; and (B) each Party shall defend and pay for all of its attorney's fees and litigation costs related to any Claim or Loss without any right against or from the other Party for indemnity and/or hold harmless of such costs and fees, or any right for defense. A Party who intends to seek or seeks indemnity and/or hold harmless for any Loss from the other Party: (1) shall notify the other Party in writing and within a reasonable time after the Party knows or becomes aware of any Claim that may or will result in a Loss, describing, if known or determinable, the pertinent circumstances, all entities and persons involved, and the amount being claimed; and (2) shall not settle or otherwise resolve the Claim until it has notified the other Party of the Claim in accordance with the preceding provision (1) and given the other Party written notice and an opportunity to participate in and to consent to the settlement or resolution of the Claim, which consent the other Party shall not unreasonably withhold. A Party's obligations under this Article are not limited to or by any insurance that it maintains or the lack of insurance but apply to the full extent permitted by California laws, and shall survive the termination of this Agreement. **"Claim"** means any claim, demand, lawsuit, cause of action, action, cross-complaint, cross-action, and/or proceeding arising out of, resulting from, or relating to this Agreement where there has been no Final Determination. **"Loss"** means any bodily injury, property damage, personal injury, advertising injury, liability, loss, damage, judgment, expense and/or cost (excluding attorney's fees and litigation costs that Indemnitee or a Third Party incurred or paid related to a Loss or Claim) arising out of, resulting from, or relating to this Agreement and for which there has been a Final Determination that a Party is or both Parties are liable. **"Third Party"** means a person who or an entity that: (A) is not a Party to this Agreement; (B) is not an officer, director, principal, owner, or employee of the Party; and (C) is not contracted with (whether directly or through a subcontract of any level) or otherwise retained by a Party to act for or on the Party's behalf. **"Final Determination"** means any judgment, order, or decision by a court of competent jurisdiction or a governmental entity with jurisdiction to render such judgment, order, or decision where the judgment, order, or decision is not subject to appeal or the period for an appeal has expired.

ARTICLE 6 DISPUTE RESOLUTION. The Parties shall meet and confer in good faith to resolve any disputes between them regarding or relating to this Agreement, including the alleged breach, interpretation, or application of this Agreement. Except for an action to obtain injunctive relieve to preserve the status quo and/or prevent irreparable injury or harm pending the completion of the meet-and-confer required by this Article, a Party may not commence a civil action regarding or relating to this Agreement until after compliance with this Article.

ARTICLE 7 GENERAL PROVISIONS.

Section 7.1 Entire Agreement, Amendment, and Severability. This Agreement constitutes, and is a complete and exclusive statement of, the Parties' agreement pursuant to Code of Civil Procedure section 1856. This Agreement shall be amended or modified only by a writing executed by the Parties. If a court of competent jurisdiction holds any provision of this Agreement void, illegal, or unenforceable, this Agreement shall remain in full force and effect and shall be interpreted as though such invalidated provision is not a part of this Agreement, and the remaining provisions shall be construed to preserve the Parties' intent and purpose in this Agreement.

Section 7.2 Applicable Law, Venue, and Interpretation. This Agreement is to be construed according to its fair meaning and not strictly for or against any Party, and in accordance with California laws without giving effect to California's conflict of law provisions. All claims, disputes, and lawsuits arising out of or in connection with this Agreement shall be resolved or adjudicated in the appropriate state or federal court in Fresno County, California, provided that nothing in this Agreement constitutes a waiver of immunity to suit by FCSS.

Section 7.3 Execution by Facsimile or in Counterparts. The Parties may sign this Agreement in counterparts such that their signatures may be on separate pages. A copy, facsimile or an original of this Agreement, with all signatures appended together, shall be deemed a fully executed agreement. Signatures transmitted by facsimile or other electronic means shall be deemed original signatures.

Section 7.4 **Independent Contractor.** Contractor is retained as an independent contractor, and it and its officers, employees, and agents are not and shall not represent themselves as officers, employees, or agents of FCSS. This Agreement shall not be construed to create a partnership or joint venture between the Parties.

Section 7.5 **Notices.** All notices and communications required or permitted under this Agreement shall be deemed duly given by a Party if in writing and delivered: (1) personally, sent by a reputable overnight courier services with package tracking capability; (2) certified mail, return receipt requested, first class postage prepaid; or (3) regular mail *and* facsimile or email, to the other Party, to the attention of the other Party's Contact/Designee, at the address, facsimile, and/or email, as applicable, stated on the other Party's Signature Page and, if addressed to FCSS, a copy of notices required by this Agreement (not to include invoices and any supporting documentation, and e-mails or other communications relating to normal implementation of this Agreement) to the following: Attention: General Counsel, Legal Services Department, Fresno County Superintendent of Schools, 1111 Van Ness Avenue, Fresno, CA 93721. A Party may change its/his/her designated representative and/or address by notifying the other Party in writing and in the manner described in this Section.

Section 7.6 **Assignment, Transfer and Waiver.** Contractor shall not assign or transfer any of Contractor's rights or obligations under this Agreement, including by operation of law or change of control or merger, without FCSS' prior written consent. Any failure by a Party to comply with any covenant, term, or condition of this Agreement may be waived only in writing by the Party in whose favor a covenant, term, or condition runs.

Section 7.7 **Compliance with Applicable Laws.** In performing each Party's obligations under this Agreement, each Party shall comply with applicable federal and California anti-discrimination laws, as well as all applicable federal and State of California laws, codes, and regulations applicable.

Section 7.8 **Binding Effect and No Third Party Benefits.** This Agreement is for the benefit of and shall be binding on the Parties and their respective predecessors, successors, governing bodies, principals, officers, employees, agents, representative, and assigns (if such assigns are made in accordance with this Agreement). Nothing in this Agreement creates any contractual relationship between any Party and any third party or gives any third party any claim or right of action against any Party.

ATTACHMENT 4
To Foster Youth Data Sharing Agreement

[Attach Foster Youth Services Program of Sacramento, Foster Focus Confidentiality Agreement]

Note: All persons seeking authorization to access the Foster Youth Network and Foster Youth Data must satisfy all of the conditions in Section 1A.1.3 of Attachment 3 to the Foster Youth Data Sharing Agreement.

FOSTER FOCUS

Foster Youth Services Program of Sacramento
Foster Focus Confidentiality Agreement

As an **employee** of _____, the undersigned may have access to confidential communications and foster youth information currently or previously in, or to be entered into, the *Foster Focus* system, maintained by the Sacramento County Office of Education's Foster Youth Services department. In consideration of said relationship and in consideration of the granting of access to *Foster Focus*, the undersigned agrees as follows:

1. For the purposes of this agreement, "confidential communications and foster youth information" shall be considered to include any and all information defined as such under federal and state law currently in the database, *Foster Focus*, information previously part of the database, *Foster Focus*, or information accessible to the undersigned for the purpose of entering all or any part of the information into the database, *Foster Focus*, at some future time.
2. Confidential information shall be accessed only as necessary to perform legitimate foster youth services related job duties.
3. Confidential information shall be handled carefully and with due diligence to protect against such information inadvertently being disclosed.
4. Confidential information shall not be divulged, copied, released, sold, loaned, reviewed, transmitted, altered or destroyed except as authorized by FYS.
5. The undersigned's login identity, password or other access codes shall be safeguarded to avoid their unauthorized use by others. The undersigned agrees to be responsible for all activities undertaken using his or her login, password or other access codes.
6. The undersigned agrees not to divulge his or her password to others.
7. The undersigned agrees to immediately request a new login identity and password if there is reason to suspect that another person may have access to his or her login or password.
8. The undersigned understands and agrees that the obligations under this agreement will continue after termination of employment with the agency identified above and/or after access to the database, *Foster Focus*, has terminated.

I understand revealing confidential information is a violation of FYS policy and could result in organizational, civil, or criminal action and/or termination of my employment or working relationship with the Sacramento County Office of Education.

_____ _____
Applicant's Name (print) Signature

_____ _____ _____
Title (print) Phone Date

As the applicant's supervisor, I hereby authorize the above-named employee to access the data system, *Foster Focus*, for the purpose of performing authorized FYS partnership duties subject to the terms of this agreement. (Please complete the following :)

Circle access to be granted: **M T W Th F** from (time) _____ to _____ or **24/7.**
This employee may access *Foster Focus* from ☐ one computer or ☐ multiple computers.
Please set expiration date of this agreement for ☐ 6 months ☐ 1 year ☐ None, until further notice (check one).

I agree to notify the Sacramento County Office of Education when this employee's employment terminates or his/her work assignment changes to non-Foster Youth Services activities.

_____ _____
Applicant's Supervisor's Name (print) Signature

_____ _____
Title (print) Date

COE or Agency MUST indicate User Type: _____
Select a user type from the Foster Focus User Type Reference Guide

_____
COE or Agency Approval - signature and date

WCESD BOARD OF TRUSTEES

ITEM NO. VI.A.8.f
DATE: June 27, 2017

SUBJECT TITLE: CONTRACTS/SERVICE AGREEMENTS

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Approve the 2016-17 and 2017 - 18 Mail & Delivery Service Agreement between the Fresno County Superintendent of Schools ("FCSS") and the Washington Colony Elementary School District ("District").

BACKGROUND

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

CONSIDERATION

The FCOE provides WCESD with mail and delivery services for the 2016-17 and 2017 -18 school years. A weekly truck and mail delivery service is provided to the district office for a full-year service of 40 weeks x $25/week.

FINANCIAL IMPACT:

Contract Amount per year ($1,000)

FUNDING SOURCE:

General Fund (0100

Moved by _____ Second _____

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

fresno county
office of education

Jim A. Yovino
Superintendent

2016-17 Mail & Delivery Service Agreement

Weekly truck and mail delivery service to District Office. Delivery schedule is as follows:

- ☒ **School year services is 40 weeks x $25.00/week**
- ☐ **Full-year service is 47 weeks x $25.00/week**
- ☐ **No service**

TOTAL AMOUNT OF CONTRACTED SERVICE

$ 1,000

THIS AGREEMENT AUTHORIZES THE FCOE FINANCE DEPARTMENT TO TRANSFER FUNDS TO THE SUPPORT SERVICES DEPARTMENT ON OR ABOUT MARCH 3, 2017.

Jesus H. Cruz
District Superintendent

6/22/17
Date

Jan M. Biggs, Senior Administrator

Date

Please submit signed agreement to:
Fresno County Office of Education
Attn: Elizabeth Vukson
1111 Van Ness, Towers 3rd Floor
Fresno, CA 93721
(559) 497-3795

fresno county
office of education

Jim A. Yovino
Superintendent

2017-18 Mail & Delivery Service Agreement

Weekly truck and mail delivery service to District Office. Delivery schedule is as follows:

- [x] **School year services is 40 weeks x $25.00/week**
- [ ] **Full-year service is 47 weeks x $25.00/week**
- [ ] **No service**

TOTAL AMOUNT OF CONTRACTED SERVICE

$ 1,000

THIS AGREEMENT AUTHORIZES THE FCOE FINANCE DEPARTMENT TO TRANSFER FUNDS TO THE SUPPORT SERVICES DEPARTMENT ON OR ABOUT MARCH 3, 2018.

Jesus H. Cruz
District Superintendent

6/22/17
Date

Jan M. Biggs, Senior Administrator

Date

Please submit signed agreement to:
Fresno County Office of Education
Attn: Elizabeth Vukson
1111 Van Ness, Towers 3rd Floor
Fresno, CA 93721
(559) 497-3795

WCESD BOARD OF TRUSTEES

ITEM NO. VI.A.8.g
DATE: June 27, 2017

SUBJECT TITLE: CONTRACTS/SERVICE AGREEMENTS

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Approve Occupational Therapy Services Agreement between GoodFellow Occupational Therapy Inc. and Washington Colony Elementary School District for the 2017-18 school year.

BACKGROUND

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

CONSIDERATION

The District is required to provide special education services, including occupational therapy (OT), to students in accordance with their IEPs. Goodfellow Occupational Therapy employees posses special expertise in occupational therapy and have met all applicable federal and state licensing and registration requirements.

FINANCIAL IMPACT:

$100.00 per hour (as needed)

FUNDING SOURCE:

General Fund (0100) – Special Education

Moved by _____ Second _____

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

GOODFELLOW
OCCUPATIONAL
THERAPY

MAIN OFFICE:
2505 West Shaw Avenue
Building A
Fresno, CA 93711
T: 559-228-9100
F: 559-432-8055

May 10, 2017

RE: 2017-2018 School Year Contract

Dear Administrator, Principal, or Director,

We thank you for allowing our company to provide occupational therapy services to your student over the last school year. We sincerely hope to renew our contract with your district for the upcoming school year.

Enclosed you will find two copies of our contract for the 2017-2018 School Year. Also, the supporting documentation the business or financial office will need. Please note that our company name is now Goodfellow Occupational Therapy, Inc. and we have a new EIN number. We have included the W-9 with the new information for your district.

We request that you return **one copy** of the contract to:

Goodfellow Occupational Therapy, Inc.
Attn: Susanna Ortiz
2505 W. Shaw Ave., Bldg. A
Fresno, CA 93711

If you have any questions or concerns regarding services provided this school year or the contract for next year, please contact our office at 559-228-9100 x 2.

Again, thank you for contracting with us this year.

Best Regards,

Susanna Ortiz
Chief Operating Officer

Goodfellow Occupational Therapy, Inc.

INDEPENDENT CONTRACTOR SERVICES AGREEMENT
2017/2018 School Year

General Information:

District:	Washington Colony School District
Department:	Special Education
Contact Person:	Jesus Cruz, Superintendent
Contract Approved by:	_____

Contractor:	Goodfellow Occupational Therapy, Inc.	
Local Contact Person:	John Goodfellow, MOT, OTR CEO	Susanna Ortiz, MBA Chief Operating Officer
Phone Numbers:	(559) 228-9100	(559) 228-9100 x 2
Billing Address:	Goodfellow Occupational Therapy, Inc. 2505 W. Shaw Ave., Building A Fresno, CA 93711	

This agreement for occupational therapy services is entered into between Washington Colony School District (District) and Goodfellow Occupational Therapy, Inc. (Contractor), agreed upon in the signature block below.

RECITALS

This agreement is based on the following facts and understandings of the parties:

1. District provides special education services, including occupational therapy (OT), to students enrolled in public schools located within Fresno County, CA.

2. Contractor's employees possess special expertise in occupational therapy and have met all applicable federal and state licensing and registration requirements.

3. Contractor possesses a "Notice of Nonpublic, Nonsectarian Agency Certification" provided by the California Department of Education.

4. Contractor will supply District with occupational therapy services for a number of hours per week determined by the number of students receiving occupational therapy services and number of assessments. Occupational therapist will service up to 9 students for every 8 work hours, with 1 FTE occupational therapist servicing up to 45 students.

5. District agrees to fund 0.2 FTE occupational therapist (OTR) during the 2017/2018 school year, with service time determined by number of students receiving occupational therapy at any given time for therapy, consultations, assessment plans, and other duties required for the practitioner to perform the job.

    a. Contractor will provide occupational therapy for a maximum of 1 day per weeks, during the 2017/2018 school year.

6. District understands that Contractor's ability to provide occupational therapy services is subject to the availability of occupational therapists. Unforeseen circumstances (i.e. maternity leave, medical leave) can impact availability of a therapist. Contractor will do best to ensure that these unforeseen circumstances are covered, but cannot guarantee to do so based on the shortage of occupational therapists in California.

7. Contractor understands that District may seek reimbursement for occupational therapy services from various funding sources, with the OTR providing appropriate documentation for District to secure this funding.

8. This Agreement is intended to be the written agreement between the parties related to the services to be provided during the referenced term.

TERMS

1. CONTRACTOR SERVICES. Contractor agrees to provide occupational therapy services by an occupational therapist registered (OTR) as requested by Washington Colony School District.

2. CONTRACTOR QUALIFICATOINS. Contractor represents that it has in effect all licenses, permissions, and otherwise all legal qualifications to perform this agreement. Contractor will provide copy of professional licenses from the California Board of Occupational Therapy for John E. Goodfellow, MOT, OTR and employees who provide services for District.
    a. OTRs have graduated from an accredited school; possess certification in good standing with the National Board for Certification in Occupational Therapy (NBCOT), and licensure pursuant to the provisions of California Business and Professions Code Section 2570 et seq.
    b. Providers are fully apprised of their child abuse reporting duties as set forth in California Penal Code Section 11166, have never been convicted of or entered a plea of nolo contender to charges of any sex offense as defined in California Education Code 44010, or to a felony that would disqualify a provider from employment pursuant to Education Code Section 44327, and have received California Department of Justice (DOJ) clearance.

3. TERM. The initial term of this agreement will be for twelve months and begin effective August 1, 2017 and shall end on July 31, 2018. The parties may extend the agreement beyond its initial term as mutually agreed in writing.

4. PAYMENT FOR SERVICES.
    a. HOURLY RATE.
    b. District will pay Contractor $100 per hour for services provide by an OTR. The parties understand that OTRs are employees of Contractor and not employee of District.
    c. INVOICES. Contractor shall submit invoices to District for services rendered. Contractor shall submit invoice 1 time(s) per month on the last day of each month. Invoices will include dates of services, number of hours provided, and rates.
    d. PAYMENT. District shall make payment within 20 business days of receipt of an invoice from Contractor and receipt of funding from District. Invoices may be transmitted by US postal service and / or e-mail addresses approved by District.
    e. District will only be charged for days and hours worked (i.e. not charged for sick days, holidays).

5. WORK TIME of occupational therapists consists of:
   a. Direct Time: Individual Treatment, Group Treatment, Consultation, Assessment, Assessment Reports, Progress Reports, IEP Meetings.
   b. Indirect Time: Travel, phone calls, set-up, treatment planning, and staff training.

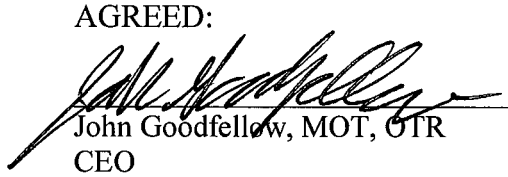
6. NON-COMPETE CLAUSE. Washington Colony School District agrees that during the term of this Agreement and for one (1) year thereafter, it shall not, without the prior consent of Contractor, hire or attempt to hire as an employee or leased employee or engage as in independent contractor for any reason whatsoever any person who was an employee or lease employee of contractor assigned to Washington Colony School District.

7. CONFLICT OF INTEREST. Contractor does not have, or anticipates having, any interest in real property, investments, business interest in or income from sources which would provide Contractor, with personal financial gain as a result of any recommendation, advice or any other action taken by Contractor during the rendition of services under this Agreement.

8. INDEPENDENT CONTRACTOR STATUS: When engaged in carrying out the terms and conditions of the contract, Goodfellow Occupational Therapy, Inc. represents themselves as an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District. Contractor shall assume full responsibility for payment on account of Goodfellow Occupational Therapy, Inc. and all its employees of federal, state, and local taxes or contributions imposed or required under the Social Security, Worker's Compensation and applicable income and employment tax laws. Nothing contained herein shall be construed as creating the relationship of employer/employee or principal/agent as between Goodfellow Occupational Therapy, Inc. and Washington Colony School District.

9. CIVIL RIGHTS: Contractor shall comply with Title VI of the Civil Right Acts of 1964 and all requirements thereunder.

AGREED:



John Goodfellow, MOT, OTR
CEO

5/8/2017
Date

81-4909527
EIN

Designated Representative
Washington Colony School District

Print Name and Title of Representative

Date

WCESD BOARD OF TRUSTEES

ITEM NO. VI.A.8.h
DATE: June 27, 2017

SUBJECT TITLE: CONTRACTS/SERVICE AGREEMENTS

Action ___√___ Discussion _____ Information _____

RECOMMENDATION
Approve Licensing Agreement between Document Tracking Services (DTS) and Washington Colony Elementary School District.

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

CONSIDERATION
Document Tracking Services (DTS) is a web-based application that allows school districts to streamline how they complete and update a wide array of school and district-level reports, including the Single Plan for Student Achievement, the Local Education Agency Plan, the School Safety Plan and the Local Control Accountability Plan.

FINANCIAL IMPACT:
$395.00

FUNDING SOURCE:
General Fund (0100) – Schoolwide Program

Moved by _____ Second _____

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

DOCUMENT TRACKING SERVICES

LICENSING AGREEMENT

This Agreement effective **July 1, 2017**, is made and entered into by **Washington Colony Elementary School District** as Licensee and Document Tracking Services (DTS) as Licensor each a "Party" and collectively the "Parties".

Licensee desires that DTS provide a license to use DTS proprietary web-based application in accordance with the following provisions:

A. License. DTS hereby grants to Licensee a non-exclusive license to use DTS application in order to create, edit, update, print and track specific documents as described in Exhibit **A** of this agreement.

   (i) DTS retains all rights, title and interest in DTS application and any registered trademarks associated with the license.

   (ii) Licensee retains all rights, title and interest in the documents as described in Exhibit **A** of this agreement.

B. Internet Areas. All parties including third party licensees shall not be permitted to establish any "pointers" or links between the Online Area and any other area on or outside of the DTS login without the prior written approval.

C. Term of License. The term of the Agreement is for **one (1) year** from the effective date (as noted in paragraph one) of the license agreement.

D. Personnel. DTS will assign the appropriate personnel to represent DTS in all aspects of the license including but not limited to account set up and customer license inquiries.

E. Content. DTS will be solely responsible for loading the content supplied by Licensee into DTS secure server and provide complete access to Licensee and its representatives.

F. Security of Data. DTS at all times will have complete security of Licensee documents on dedicated servers that only authorized DTS personnel will have access to; all login by DTS authorized will be stored and saved as to time of log-in and log-out.

   (i) Licensee may request DTS to only store Licensee documents for the period of time that allows Licensee and its authorized personnel to create, edit and update their documents.

G. Management of Database. DTS shall allow Licensee to review, edit, create, update and otherwise manage all content of Licensee available through the Secure Login of DTS.

H. Customer License. DTS shall respond promptly and professionally to questions, comments, complaints and other reasonable requests regarding any aspect of DTS application by Licensee. DTS business hours are Monday-Friday 8AM PST to 5PM PST except for national/state holidays.

DOCUMENT TRACKING SERVICES

I. License Fee. Licensee shall pay a fee of **$395**.

J. Document Set Up Fee. The one-time set up fee for documents as described in Exhibit A and made a part of this Agreement is **$0**.

K. Payment Terms. Licensee shall pay the annual licensing fee upon execution of the Agreement between parties and the electronic submittal of the invoice to Licensee.

L. Number of Documents. The maximum number of documents per school district is limited to **five (5)**.

M. Warranty. Licensee represents and warrants that all information provided to DTS, including but not limited to narratives, editorials, information regarding schools,, is owned by Licensee and Licensee has the right to use and allow use by DTS as called for hereunder and that no copyrights, trademark rights or intellectual property rights of any nature of any third party will be infringed by the intended use thereof. In the event any claim is brought against DTS based on an alleged violation of the rights warranted herein, Licensee agrees to indemnify and hold DTS harmless from all such claims, including attorney fees and costs incurred by DTS in defending such claims.

N. Definitions.

(i) Document. A document is defined as **a**) a specific template provided by CDE or; **b**) any specific word document or forms that have different fields or school references such as elementary, middle or high schools* submitted by District or CDE; or **c**) individual inserts submitted by District or CDE that are integrated into existing documents or are offered as supplemental and/or addendums to other report documents.

* Licensee submits a SPSA template for their elementary, middle and high schools, which is counted as three (3) separate documents.

(ii) Customized Documents. Any document that is not a standard CDE template is considered a custom document and as such may be subject to additional setup fees; DTS shall provide an estimated cost of these additional fees prior to the execution of this agreement.

O. Document Setup Fee. DTS will charge a one-time setup fee of $200 per standard document up to a maximum of $850 for customized documents.

P. Additional Fees. Licensee shall pay additional fees if Licensee exceeds the number of documents as described in section L of this agreement. The fee for each additional document is $39 per document times the number of schools in the district. The fee shall be payable within thirty (30) days from DTS invoice.

Q. Additional Services. DTS can also provide Data Transfer and Document Translation services to Licensee for an additional fee. The fee for each additional service would be agreed upon between the parties and invoiced at the time the services were requested. The fee shall be payable within thirty (30) days from DTS invoice.



The Parties hereto have executed this Agreement as of the Effective Date.

Document Tracking Services, LLC

By: Aaron Tarazon, Director
Document Tracking Services
10225 Barnes Canyon Road, Suite A200
San Diego, CA 92121
858-784-0967 - Phone
858-587-4640 - Corporate Fax

Date: May 25, 2017

Licensee

By: _____

Date: _____

Washington Colony Elementary School District



Exhibit A

The following are standard documents to be used in conjunction with the license.

1. 2017 Single Plan for Student Achievement
2. 2017 Local Education Agency Plan
3. 2017 School Safety Plan
4. Others to be identified as needed.

DOCUMENT TRACKING SERVICES

May 25, 2017

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

Re: Document Tracking Services

INVOICE #9370606

Pursuant to the licensing agreement between Washington Colony Elementary School District and Document Tracking Services (DTS):

Document Tracking Services

Document Tracking Services [7/1/17 to 7/1/18]: **Single School District** **License Agreement includes up to 5 documents**	$395
Total Balance Due:	**$395**

Please Make Checks Payable To: Document Tracking Services

Send to:

Aaron Tarazon, Director
Document Tracking Services
10225 Barnes Canyon Road, Suite A200
San Diego, CA 92121
858-784-0967 - Phone
858-587-4640 - Corporate Fax

Thank you!

Approved Per Payment (Signature)

Name/Role (Printed)

From: Aaron Tarazón
Sent: Friday, May 26, 2017 12:50 AM
To: evelyndiaz@washingtoncolony.org; jesuscruz@washingtoncolony.org
Subject: Washington Colony ESD: 2017-18 License (Due 7/1/17) and a Discount Offer from DTS!
Attachments: DTSW9.pdf; 170525_DTS_Renewal_License and Invoice.pdf

Importance: High

DOCUMENT TRACKING SERVICES

Hello Evelyn and Jesus,

Please find your 2017-18 DTS license and invoice attached. This month, we're happy to extend discounted pricing for multi-year license renewals; ***5% for 2-year license renewals*** **or** ***10% for 3-year license renewals***. Please let me know if this would be of interest to you.

We very much appreciate and value the opportunity to serve you!

Services available to you as a valued client of DTS...	
Translations:	Ask us about translations support for your plans in DTS, IEPs, 504 reports, Psych report, letters, forms and other communications requiring translations. We're your trusted resource for all education-related translations in all languages. As a client of DTS, you'll receive: • Discounted rates. • Translations by native-speakers experienced with education-related documents. • Templates in DTS already translated to save you time and money. With an open PO, simply forward translation requests on an ongoing/as needed basis. Billing is processed monthly and all translation are returned in a speedy and professional manner.
Online Forms:	Publish, track and manage online forms: Automate: Logging | Notifications | Data Entry | Data Collection, Compilation and Export Host: Internal Forms | Registrations | Applications | Surveys | Any other custom form(s) Click here to see how it works or send an email to schedule a walk-through.

Please note...	
Due Date:	Please submit the signed license, PO or payment on/before the due date to keep services active. Feel free to email or fax your board agenda item, the signed license and/or PO to 858-587-4640.
Our Address:	Our address is: Document Tracking Services 10225 Barnes Canyon Road, A200 San Diego, CA 92121 Please ensure remittance is made to this address. Attached is an updated W9 for your business office.

We'll continue to monitor data releases and template requirements through the license period on your behalf. As always, please don't hesitate to call or email if there is anything we can do to assist you. Thank you!

Aaron

Aaron Tarazón
Director, Document Tracking Services
858-784-0960: Direct
858-784-0967: Support Team
858-587-4640: Fax
www.doc-tracking.com

WCESD BOARD OF TRUSTEES

ITEM NO. VI.A.9
DATE: June 27, 2017

SUBJECT TITLE: Fresno County Committee on School District Organization (FCCSDO)

Action ___√___ Discussion _____ Information _____

RECOMMENDATION:
Recommend qualified individuals to serve on committee

BACKGROUND
The Fresno County School Trustees Association requests nominations for this committee when current committee members are scheduled for re-election or are leaving their seat on the committee. During the election scheduled for Tuesday, October 17, 2017. There are three seats up for election (Two seats representing District 3 and One seat representing District 4). Three candidates from those nominated will be elected to fill open seats.

CONSIDERATION
The governing board's designated voting representative may recommend a nominee to the Trustee Association's Nomination Committee by submitting a Recommendation for Nomination form and a Biographical Sketch form on or before Thursday, August 1, 2017.

Moved by _____ Second _____

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

fresno county school trustees association, inc.

May 9, 2017

Re: Nominations for the Fresno County Committee on School District Organization

Dear Board President:

An election to fill three seats on the Fresno County Committee on School District Organization will be held at the Fresno County School Trustees Association's general dinner meeting on Tuesday, October 17, 2017 at 7:00 p.m. The Trustees Association is requesting your district school board's assistance in the search for FCCSDO nominees.

There are three seats up for election:

- Two seats representing District 3
- One seat representing District 4

Mr. Kenneth Marcantonio, incumbent for District 4 is seeking reelection.

The Trustees Association is seeking assistance in its search for FCCSDO nominees for all seats up for election. Any Board Member may put forward a name for consideration to the Trustee Association's Nominating Committee by submitting a *Recommendation for Nomination* form and a *Biographical Sketch* form on or before Friday, August 1. Please be aware that as per standard practice, the Trustees Association's Nominating Committee Chair will also call for nominations from the floor on the day of the election. Nominations from the floor must come from the governing board's designated voting representative.

The following are requirements for Fresno County Committee on School District Organization members:

- He/she **must** reside in the supervisorial district in which there is an opening. Your board may recommend someone not residing in your district, but residing within the district with an open seat.
- He/she **may not** be an employee of a county superintendent of schools, of a school district, or of a community college district.
- He/she **may** be the member of the governing board of a school district or community college district and simultaneously serve as a member of the county committee.
- He/she **must** be a registered voter and willing to serve.

Please take advantage of this opportunity to participate in recommending qualified individuals to serve on this important committee. All completed *Recommendation for Nomination* and *Biographical Sketch* forms must be received no later than August 1, 2017. Please mail forms to Fresno County School Trustees Association, 1111 Van Ness, Fresno, CA 93721.

Sincerely,

Susan Markarian

Susan Markarian, Nominating Committee Chair
Fresno County School Trustees Association

References: California Education Code Sections 4005, 4007, 4008, 4009, 35023 Fresno County School Trustees Association, Inc. Bylaws

Enclosures

cc: District Superintendent

ELEMENTARY
Alvina
Big Creek
Burrel
Clay
Kingsburg
Monroe
Orange Center
Pacific Union
Pine Ridge
Raisin City
Washington Colony
West Park
Westside

HIGH SCHOOLS
Kingsburg

UNIFIED DISTRICTS
Caruthers
Central
Clovis
Coalinga-Huron
Firebaugh-Las Deltas
Fowler
Fresno
Golden Plains
Kerman
Kings Canyon
Laton
Mendota
Parlier
Riverdale
Sanger
Selma
Sierra
Washington

COMMUNITY COLLEGE DISTRICTS
State Center
West Hills

1111 Van Ness Avenue • Fresno, California 93721 • (559) 265-3012 • FAX (559) 237-0733
Secretary - jfreeman@fcoe.org

Fresno County Committee on School District Organization

County of Fresno

MEMBERSHIP ROSTER

District			Term Ends
1	Daniel Babshoff, Member 15837 W. Monterey Lane Kerman, CA 93630	(h) 842-7380 (b) 246-8507	2018
Floating Seat	Frank Butterfield, Member 6099 S. Eunice Fresno, CA 93706	(c) 696-4492 (h) 497-0151	2020
1	Terry L. Cox, Member P.O. Box 807 Fresno, CA 93712	(c) 908-7654	2018
5	Brian Heryford, Member 1884 Ellery Avenue Clovis, CA 93611	(h) 299-4586 (b) 323-8091 (c) 270-0930	2018
3	Clint H. Horwitz, Member 236 E. Michigan Avenue Fresno, CA 93704	(h) 222-5871 (b) 445-5687	2017
2	Ginny Hovsepian, Member 11263 Old Friant Road Fresno, CA 93730	(h) 434-8272 (b) 438-5700	2019
2	Warren Jennings, Member 8182 N. Rowell Fresno, CA 93720	(h) 322-5555 (c) 960-2236 (f) 322-9698	2019
4	Kenneth R. Marcantonio, Member 1216 Lyon Street Sanger, CA 93657	(h) 875-4251	2017
3	Joan Minasian, Vice-Chairperson 1926 N. Thorne Avenue Fresno, CA 93704	(h) 233-2585 (c) 259-6722	2017
5	Dr. Nellie G. Neri, Member 5289 E. Orleans Avenue Fresno, CA 93727	(c) 917-6267 (h) 255-5127	2019
4	Dr. Larry Wilder, Chairperson 621 W. Cypress Court Reedley, CA 93654	(h) 638-1372 (c) 285-5116	2020

On November 14, 2016, Dr. Lawrence ("Larry") Wilder was re-elected Chairperson and Joan Minasian was re-elected Vice-Chairperson.

sbb / Revised 11-14-2016 / Prior revision 10-18-2016

1111 Van Ness Avenue · Fresno, California 93721-2000 · (559) 265-3003 · FAX (559) 265-3054

Fresno County Committee on School District Organization
Biographical Sketch Form

Due May 1, 2017

This required, one-page, single sided biographical sketch form must be completed in the spaces provided. An optional, single-sided, one page resume may also be submitted. This required form and optional resume will be copied exactly as received. Please do not state *"See resume."*

Any additional page(s) other than those mentioned above will not be accepted.

Name		Supervisory Area of Residence
Address		City Zip
Residence Phone	Business Phone	Fax/Email
Current Profession		Current Employer
School Board(s) you have served on		Years on Board (s)

Please describe your activities/involvement or interests in your community.

Please briefly explain why you would like to serve as a FCCSDO member.

Please describe any other education-related activities/involvement you may have.

Your signature indicates your consent to have your name placed on the ballot and to serve as a County Committee Member if elected.

Signature Date

Recommendation for Nomination Form

Fresno County Committee on School District Organization

Due on or before Monday, August 1, 2017

Fresno County School Trustees Association
Nominating Committee
1111 Van Ness Avenue
Fresno, CA 93721-2000
Fax (559) 265-3054

The Board of _____ School District wishes to recommend the nomination of:

_____

The nominee is a resident at _____ and wishes to represent

Supervisory area **_____ .**

_____ Attached is the nominee's required completed one-page biographical sketch; may also attach an additional one-page, single-sided resume.

_____ _____

Board Clerk or Board President (signed) **Date**

_____

Board Clerk or Board President (printed)

Fresno County Committee on School District Organization
Biographical Sketch Form

Due May 1, 2017

This required, one-page, single sided biographical sketch form must be completed in the spaces provided. An optional, single-sided, one page resume may also be submitted. This required form and optional resume will be copied exactly as received. Please do not state *"See resume."*

Any additional page(s) other than those mentioned above will not be accepted.

Name		Supervisory Area of Residence
Kenneth R. Marcantonio		
Address	City	Zip
1216 Lyon Ave	Sanger	93657
Residence Phone	Business Phone	Fax/Email
559-875-4252	none	Ken.Marcantonio@gmailcom
Current Profession		Current Employer
Retired Teacher		none
School Board you have served on (Sanger Unified School)		Years on Board 15 so far

Please describe your activities/involvement or interests in your community.

I have been an active member on Sanger School Board for 15 years, a teacher 35 years at Sanger High, Sanger Historical Society for 12 years- 2015 Became President, now on a committee to create a a Sanger Hall of Fame" for Sanger High Athletes. Member of the FCCSDO

Please briefly explain why you would like to serve as a FCCSDO member.

I have seen the importance of being on the FCCSDO. With the backing of Legal support, knowledge of board members, and the public interest, we have handled some important issues. Since 1966 I have been involved in schools and children. I have always been Ist for our children, and then for school employees.

I do have one problem, In December 2018, after 52 years in education, I will not to run again For Sanger's School Board. If this creates a problem, I will not run for a position on Fresno County Committee on School District Organization.

Please describe any other education-related activities/involvement you may have.

Your signature indicates your consent to have your name placed on the ballot and to serve as a County Committee Member if elected.

K R. Marcantonio April 30, 2017

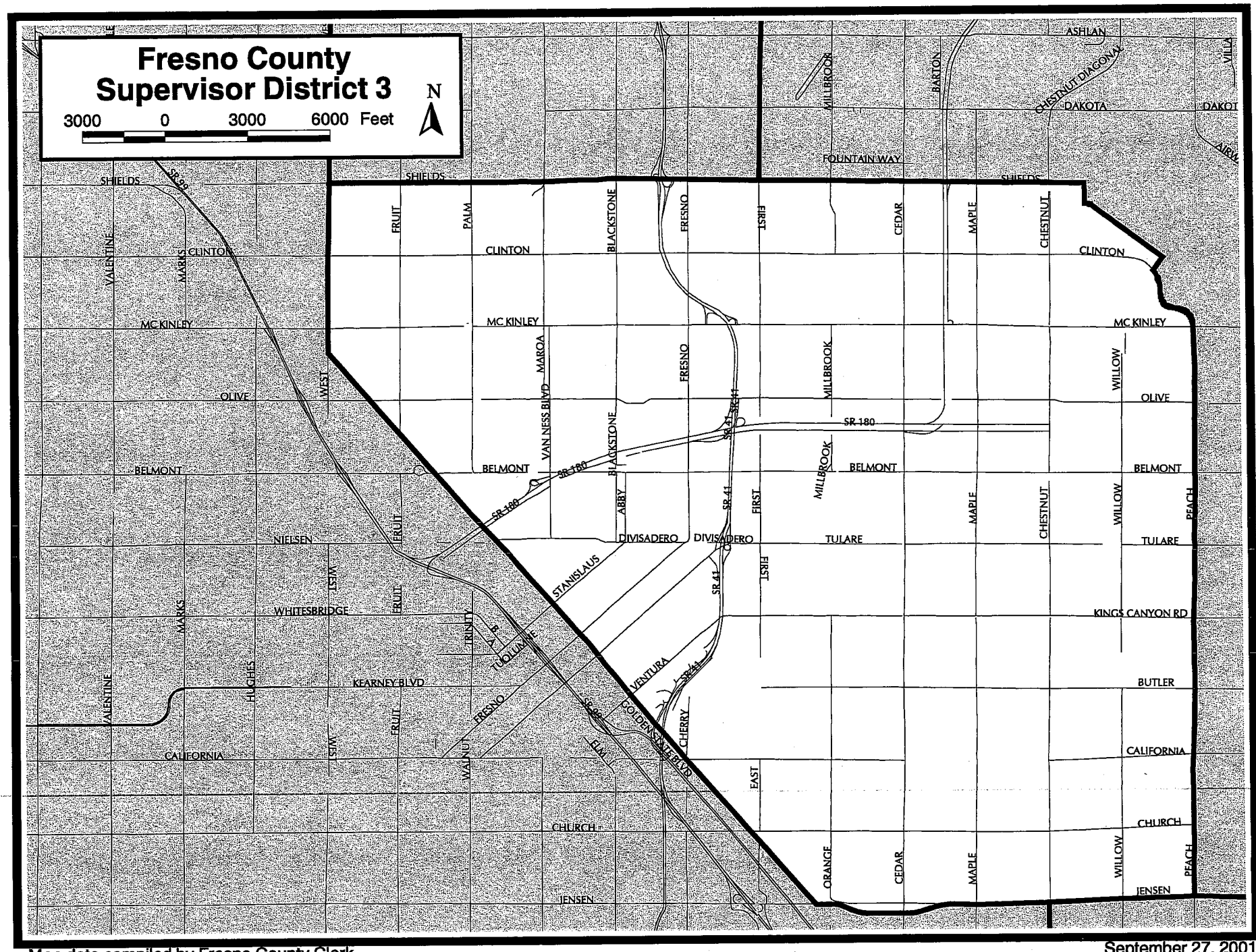
Title 2 ADMINISTRATION*

Chapter 2.72 SUPERVISORIAL DISTRICTS

2.72.040 Supervisorial District 3.

There is established a supervisorial district for the county of Fresno to be known and designated as Supervisorial District 3, the boundaries of which are described as follows:

Beginning at the intersection of West Avenue and Shields Avenue; thence east on Shields Avenue to Winery Avenue; thence south on Winery Avenue to Anderson Avenue; thence southeasterly on Anderson Avenue to Ashley Avenue; thence southerly on Ashley Avenue to Clinton Way; thence southeasterly on Clinton Way to Peach Avenue; thence south on Peach Avenue to Jensen Avenue; thence west on Jensen Avenue to the Jensen Bypass; thence westerly on the Jensen Bypass to Jensen Avenue; thence west on Jensen Avenue to the main line of the Southern Pacific Railroad; thence northwesterly along said railroad to the intersection thereof with West Avenue; thence north on West Avenue to Shields Avenue, the point of beginning. (Ord. 01-012 § 1 (part): Ord. 91-026 § 1 (part): Ord. 0-82-016 § 1 (part).)



Map data compiled by Fresno County Clerk

September 27, 2001

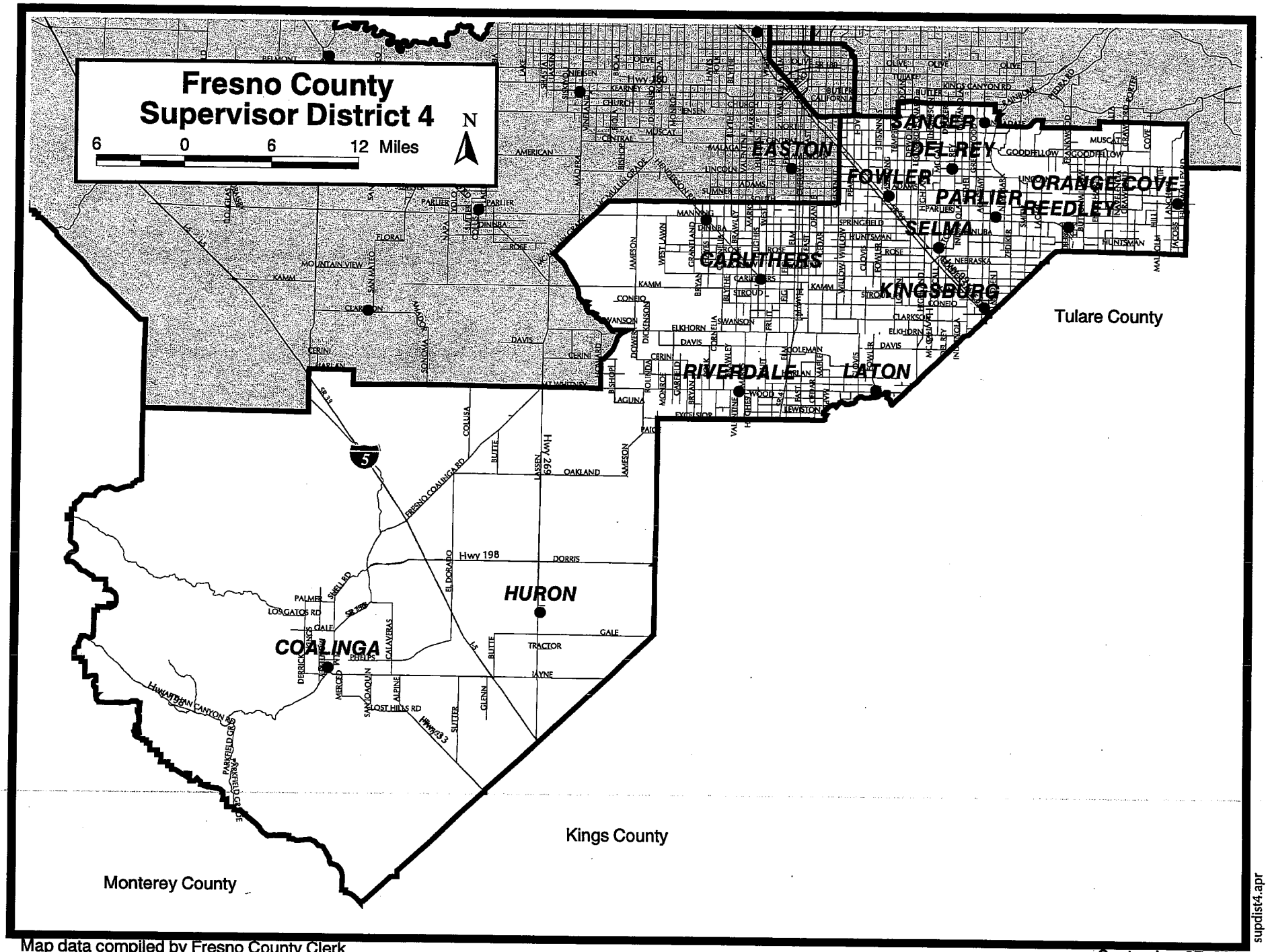
supdist3.apr

2.72.050 - Supervisorial District 4.

There is established a supervisorial district for the county of Fresno to be known and designated as Supervisorial District_4. The boundaries of which are described as follows:

Beginning at the intersection of Hills Valley Road and the Tulare County line; thence north along Hills Valley Road to Jensen Avenue extended; thence west on Jensen Avenue and its extension to Englehart Avenue extended; thence south one-half mile on Englehart Avenue extended to Annadale Avenue extended; thence west on Annadale Avenue extended to MacDonough Avenue; thence north on MacDonough Avenue to Annadale Avenue (one-half mile north of its normal location); thence west, southwest and west along Annadale Avenue to Madsen Avenue; thence north on Madsen Avenue and its extension to the Street (City of Sanger) extended; thence west on the Street extended to Rainbow Road; thence northeasterly on Rainbow Road approximately one-fourth mile to the north line extended of the P.G. & E. substation property; thence west on the north line extended and the north line of said substation property to Madsen Avenue extended; thence north on Madsen Avenue extended to Church Avenue extended; thence west on Church Avenueextended to Quality Avenue; thence north on Quality Avenue to California Avenue; thence west on California Avenue to Temperance Avenue; thence south on Temperance Avenue to Jensen Avenue; thence west on Jensen Avenue to Chestnut Avenue; thence south on Chestnut Avenue to South Avenue; thence west on South Avenue to McMullin Grade; thence southwesterly on McMullin Grade to its intersection with the Fresno Slough Bypass; thence southeasterly along the Fresno Slough Bypass to its intersection with Elkhorn Grade; thence southwesterly on Elkhorn Grade to Cerini Avenue; thence west on Cerini Avenue to Howard Avenue; thence south on Howard Avenue to Mt. Whitney Avenue; thence west on Mt.
Whitney Avenue to Stanislaus Avenue; thence north on Stanislaus Avenue to Harlan Avenue; thence west on Harlan Avenue to Derrick Avenue; thence south approximately three miles along Derrick Avenue and its extension to the township line between Township 17 and South; thence west along said township line to the Fresno-San Benito County line; thence southerly, easterly and northerly in a counterclockwise direction along the Fresno County line to the intersection with Hills Valley Road and the Tulare County line, the point of beginning.

(Ord. 01-012, § 1 (part); Ord. 91-026, § 1 (part); Ord. 0-83-025, § 2; Ord. 0-82-016, § 1 (part))



Map data compiled by Fresno County Clerk

September 27, 2001

supdist4.apr

WCESD BOARD OF TRUSTEES

ITEM NO. VI.A.10
DATE: June 27, 2017

SUBJECT TITLE: SURPLUS EQUIPMENT/OBSOLETE TEXTBOOKS

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

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

BACKGROUND

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

CONSIDERATION

The outdated instructional materials and obsolete technology equipment listed on the following Surplus Equipment/Obsolete Textbook Forms are being disposed, recycled and donated. The 129 students' desks (K-2nd) are being replaced with new furniture purchased for these grade levels (K – 2nd). These materials selected have no foreseeable value in other instructional areas.

Moved by _____ Second _____

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

WASHINGTON COLONY SCHOOL DISTRICT

Surplus Equipment/Obsolete Textbook Form

Date 6/22/17 Site CLASS Rooms + MAINTENANCE
JEFF DRONYK

Form Completion Instruction. In Description block provide the following:

- Textbooks: Title, publisher, copyright date, quantity and reason for withdrawal.
- Equipment: Name, estimated value, quantity and reason for surplus.

Description	Recommended Disposition
79 ea. UNI-DESKS	RECYCLE / DISTRIBUTE LOCALLY } >$10 ea.
50 ea. DESK/CHAIR COMBO	RECYCLE / DISTRIBUTE LOCALLY }
81 GMC. PICK UP TRUCK (INOPERABLE)	SALVAGE YARD / YARD SALE >$500 ea.

NEW FURNITURE REPLACEMENT

_____For additional items check here and attach list.

Site Administrator Approval Jeremy B. Cox 6/22/17

Signature Date

Disposition:

_____

_____

_____

WASHINGTON COLONY SCHOOL DISTRICT

Surplus Equipment/Obsolete Textbook Form

Date 6-13-2017 Site Washington Colony

Form Completion Instruction. In Description block provide the following:

- Textbooks: Title, publisher, copyright date, quantity and reason for withdrawal.
- Equipment: Name, estimated value, quantity and reason for surplus.

Description	Recommended Disposition
one prep table w/	Donate
Drawers and butcher	
block top	
Approx value $150.00	
Replaced with new unit	

_____For additional items check here and attach list.

Site Administrator Approval Jesus A. Cruz 6-13-2017

Signature Date

Disposition:

_____

_____

_____

WASHINGTON COLONY SCHOOL DISTRICT

Surplus Equipment/Obsolete Textbook Form

Date 05/31/2017 Site Washington Colony Elem Room 1

Form Completion Instruction. In Description block provide the following:

- Textbooks: Title, publisher, copyright date, quantity and reason for withdrawal.
- Equipment: Name, estimated value, quantity and reason for surplus.

Description	Recommended Disposition
"Frontrow" amp (with cords & plugs)	
2 microphones (do not charge)	
Digital TV converter	
Various cords	

_____For additional items check here and attach list.

Site Administrator Approval Jesus A. Cruz 5/31/17

Signature Date

Disposition:

_____

_____

_____

WASHINGTON COLONY SCHOOL DISTRICT

Surplus Equipment/Obsolete Textbook Form

Date 05/30/2017 Site Middle School / Server Room

Form Completion Instruction. In Description block provide the following:

- Textbooks: Title, publisher, copyright date, quantity and reason for withdrawal.
- Equipment: Name, estimated value, quantity and reason for surplus.

Description	Recommended Disposition
MacBook Model 1181 QTY = 15	E-WASTE DISPOSAL
MacBook Model A1226 QTY = 11	" "
TOSHIBA Model TECRA QTY = 2	" "

✓ For additional items check here and attach list. ASSET TAG #'S found

Site Administrator Approval Jesus H. Cruz 6/01/17

Signature Date

Disposition:

Asset # 010230
010231
010233
010302
010228

Model 1181 5 of 15 had #'s

010086
010059
010129
010135
010055
010236

Model # A1226 6 of 11 had #'s

WASHINGTON COLONY SCHOOL DISTRICT

Surplus Equipment/Obsolete Textbook Form

Date 03-17-17 Site Washington Colony Room 1

Form Completion Instruction. In Description block provide the following:

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

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

Description	Recommended Disposition
Old Standard Television	Electronic Retirement

_____For additional items check here and attach list.

Site Administrator Approval Jesus H. Cruz 3/24/17

Signature Date

Disposition:

WASHINGTON COLONY SCHOOL DISTRICT

Surplus Equipment/Obsolete Textbook Form

Date 4/28/17 Site Rm. 2

Form Completion Instruction. In Description block provide the following:

- Textbooks: Title, publisher, copyright date, quantity and reason for withdrawal.
- Equipment: Name, estimated value, quantity and reason for surplus.

Description	Recommended Disposition
HP Printer	Incompatible w/ comp.
Epson Smart Board Projector	incompatible w/ comp.
2 White Apple laptops w/ chargers	designated for ewaste

_____For additional items check here and attach list.

Site Administrator Approval Jens H. Cruz 4/28/17

Signature Date

Disposition:

_____

_____

_____

WASHINGTON COLONY SCHOOL DISTRICT

Surplus Equipment/Obsolete Textbook Form

Date May 24, 17 Site Room 5 (E5) Mrs. Owens

Form Completion Instruction. In Description block provide the following:

- Textbooks: Title, publisher, copyright date, quantity and reason for withdrawal.
- Equipment: Name, estimated value, quantity and reason for surplus.

Description	Recommended Disposition
Obsolete equipment	E-Waste
Was checked by Greg Appelton	

Located in tall cabinet to the left of door.

_____ For additional items check here and attach list.

Site Administrator Approval Jesus N. Cm 5/26/17

Signature Date

Disposition:

_____

_____

_____

WASHINGTON COLONY SCHOOL DISTRICT

Surplus Equipment/Obsolete Textbook Form

Date 2/22/17 Site Washington Colony Elementary

Form Completion Instruction. In Description block provide the following:

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

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

Description	Recommended Disposition
Kitchen Salad Bar	Donate

_____For additional items check here and attach list. Rebecca 2/22/17

Site Administrator Approval Jesus H. Cruz 2/22/17

Signature Date

Disposition:

WCESD BOARD OF TRUSTEES

ITEM NO. VI.B.1
DATE: June 27, 2017

SUBJECT TITLE: INTERDISTRICT ATTENDANCE PERMITS

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Ratify action on Interdistrict Attendance Permit request for the 2017-18 school year.

BACKGROUND

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

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

CONSIDERATION

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

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

Moved by _____ Second _____

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

district

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

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

Moved by _____ Second _____

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

WCESD BOARD OF TRUSTEES

ITEM NO. VI.B.2
DATE: June 27, 2017

SUBJECT TITLE: Offer of Employment for Kindergarten Teacher

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Ratify Offer of Employment for Ashley Morales for the Kindergarten Teaching Position.

BACKGROUND

The Governing Board is committed to employing suitable, qualified individuals to carry out the district's mission to provide high-quality education to its students and to ensure the efficiency of district operations.

The district's selection procedures include screening processes, interviews, and recommendations from previous employers as necessary to identify the best possible candidate for a position.

For each position, the Superintendent presents to the Board one candidate who meets all qualifications established by law and the Board for the position. In accordance with Board policy, no person shall be employed by the Board without the recommendation or endorsement of the Superintendent.

CONSIDERATION

I am recommending for employment Ashley Morales who meets all qualifications established by law and the Board for the position Kindergarten Teacher.

Moved by _____ Second _____

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

WCESD BOARD OF TRUSTEES

ITEM NO. VI.B.3
DATE: June 27, 2017

SUBJECT TITLE: Offer of Employment for 8th Grade ELA/SS Teacher

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Ratify Offer of Employment for Theresa Silva for the 8th Grade ELA/SS Teaching Position.

BACKGROUND

The Governing Board is committed to employing suitable, qualified individuals to carry out the district's mission to provide high-quality education to its students and to ensure the efficiency of district operations.

The district's selection procedures include screening processes, interviews, and recommendations from previous employers as necessary to identify the best possible candidate for a position.

For each position, the Superintendent presents to the Board one candidate who meets all qualifications established by law and the Board for the position. In accordance with Board policy, no person shall be employed by the Board without the recommendation or endorsement of the Superintendent.

CONSIDERATION

I am recommending for employment Theresa Silva who meets all qualifications established by law and the Board for the position of 8th Grade ELA/SS Teacher.

WCESD BOARD OF TRUSTEES

ITEM NO. VI.C.1
DATE: June 27, 2017

SUBJECT TITLE: Consolidated Application and Reporting System 2017-18

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Ratify the submission of the 2017-2018 Consolidated Application and Reporting System application.

BACKGROUND:

The Consolidated Application and Reporting System for funding Categorical Aid Programs, Fiscal Year 2017 - 18, collects information related to local educational agencies' (LEAs') intention to participate in 2017 – 18 consolidated programs, legal assurances of compliance as required by state and federal statute, and other required program participation information.

Moved by _____ Second _____

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

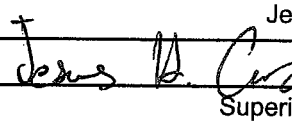
2017-18 Certification of Assurances

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at http://www.cde.ca.gov/fg/aa/co/ca17asstoc.asp.

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

Consolidated Application Certification Statement

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

Authorized Representative's Full Name	Jesus Cruz
Authorized Representative's Signature	
Authorized Representative's Title	Superintendent
Authorized Representative Signature Date	06/14/2017

Warning
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2017-18 Protected Prayer Certification

ESSA Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

Franco Rozic, Title I Monitoring and Support Office, frozic@cde.ca.gov , 916-319-0269
Mindi Yates, Title I Policy and Program Guidance Office, myates@cde.ca.gov, 916-319-0789

Protected Prayer Certification Statement

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

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

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Jesus Cruz
Authorized Representative Title	Superintendent
Authorized Representative Signature Date	06/14/2017
Comment If the LEA is not able to certify at this time an explanation must be provided in the Comment field. (Maximum 500 characters)	

Warning
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2017-18 Application for Funding

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

Local Governing Board Approval

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

Date of approval by local governing board	06/27/2017

District English Learner Advisory Committee (DELAC) Review

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

DELAC representative's full name	Lucia Gomez
DELAC review date	06/23/2017
Meeting minutes web address Please enter the Web address of DELAC review meeting minutes (format http://SomeWebsiteName.xxx). If a Web address is not available, the LEA must keep the minutes on file which indicates that the application is approved by the committee.	http://www.washingtoncolony.k12.ca.us
DELAC comment If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)	

Application for Categorical Programs

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

Title I Part A (Basic Grant) ESSA Sec. 1111 et seq. SACS 3010	Yes
Title II Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035	Yes
Title III Part A Immigrant ESEA Sec. 3102 SACS 4201	No
Title III Part A English Learner ESEA Sec. 3102 SACS 4203	Yes

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Lucia Gómez

2017-18 Title III, Part A English Learner Student Program Subgrant Budget

The purpose of this report is to provide a proposed budget for 2017-18 English learner (EL) student program subgrant funds only per the Title III, Part A, English Learner Students Program requirements (ESSA, Title III, Part A, Sections 3114, 3115, & 3116).

CDE Program Contact:

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

Estimated Entitlement Calculation

Note: If the estimated entitlement amount does not meet the minimum $10,000 program eligibility criteria for direct funding status, further action may be required. To receive instructions regarding the consortium application process, please contact Patty Stevens by phone at 916-323-5838 or by e-mail at pstevens@cde.ca.gov.

Estimated English learner per student allocation	$93.37
Estimated English learner student count	152
Estimated English learner entitlement amount	$14,192

Budget

Professional development activities	$14,192
Program and other authorized activities	$0
English Proficiency and Academic Achievement	$0
Parent, family, and community engagement	$0
Direct administration costs (Amount cannot exceed 2% of the estimated entitlement)	$0
Indirect costs (Amount should be calculated using the LEA's approved indirect cost rate)	$0
Total allocation budget	$14,192

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2017-18 Nonprofit Private School Consultation

The LEA shall provide, on an equitable basis, special education services or other benefits to eligible children attending a nonprofit private school.

CDE Program Contact:

Sylvia Hanna, Title I Policy and Program Guidance Office, shanna@cde.ca.gov, 916-319-0948

The LEA must offer to provide equitable services that address the needs of eligible students attending nonprofit private school and staff under the programs listed below. The enrollment numbers are reported under penalty of perjury by each private school on its annual Private School Affidavit. The information field in the Private School Affidavit is not verified, and the CDE takes no position as to its accuracy. It is expected that districts engaged in private school consultation verify the accuracy of student enrollment data if it is being used for the purpose of providing equitable services.

Note:

The LEA of residence is responsible for providing Title I, Part A services to all eligible students who reside in the LEA's Title I attendance area but attend a nonprofit private school. This includes students who attend nonprofit private schools outside the LEA's boundaries

Results of Consultation Allowable Values

Y1: meaningful consultation occurred
Y2: timely and meaningful consultation did not occur
Y3: the program design is not equitable with respect to eligible private school children
Y4: timely and meaningful consultation did not occur and the program design is not equitable with respect to eligible private school children

Add non-attendance area school(s) No

The LEA is electing to add nonprofit private schools outside of the district's attendance area.

School Name	School Code	Enrollment	Consultation Occurred	Was Consultation Agreement Met	Signed Written Affirmation on File	Results of Consultation	School Added

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2017-18 Other ESEA Nonprofit Private School Participation

The LEA must offer to provide equitable services that address the needs of nonprofit private school students, teachers and other educational personnel under the programs listed below.

CDE Program Contact:

Anie Wilson, Educator Excellence Office, awilson@cde.ca.gov, 916-445-5669
Patty Stevens, Language Policy and Leadership Office, pstevens@cde.ca.gov , 916-323-5838

Title II, Part A Supporting Effective Instruction

The LEA must offer to provide Title II, Part A equitable services that address the needs of nonprofit private school students, teachers and other educational personnel. The enrollment numbers are reported under penalty of perjury by each private school on its annual Private School Affidavit. The information filed in the Private School Affidavit is not verified and the CDE takes no position as to its accuracy. It is expected that districts engaged in private school consultation verify nonprofit status and the accuracy of student enrollment data if it is being used for the purpose of providing equitable services.

Title III, Part A Immigrant and English Learner Student Subgrant Program

On an annual basis, the LEA must consult with all nonprofit private schools within its boundaries, as to whether the private school students and teachers will participate in the Title III, Part A English Language Acquisition, Language Enhancement, and Academic Achievement Program. Consultation with appropriate nonprofit private school officials must be done during the design and development of programs and before decisions are made that affect the opportunities of students and teachers to participate. LEAs may not require documentation that poses an administrative barrier that is inconsistent to their responsibility to ensure equitable participation of private school students and teachers.

School Name	School Code	Enrollment	Title II, Part A Participation	Title III, Part A English Learner Participation	School Added

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2017-18 Title I, Part A Nonprofit Private School Participation

The LEA shall provide, on an equitable basis, special educational services or other benefits to nonprofit private school eligible children.

CDE Program Contact:

Sylvia Hanna, Title I Policy and Program Guidance Office, shanna@cde.ca.gov, 916-319-0948
Rina DeRose, Title I Policy and Program Guidance Office, RDerose@cde.ca.gov, 916-323-0472

The LEA must offer to provide equitable services that address the needs of eligible students attending nonprofit private school and staff under the programs listed below. The enrollment numbers are reported under penalty of perjury by each private school on its annual Private School Affidavit. The information field in the Private School Affidavit is not verified, and the CDE takes no position as to its accuracy. It is expected that districts engaged in private school consultation verify the accuracy of student enrollment data if it is being used for the purpose of providing equitable services.

School Name	School Code	Enrollment	Participating	Low Income Student Count	Direct Services	Contract Services	School Added

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2017-18 Title I, Part A Planned School Allocations

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

CDE Program Contact:

Lana Zhou, Title I Policy and Program Guidance Office, lzhou@cde.ca.gov, 916-319-0956
Mindi Yates, Title I Policy and Program Guidance Office, myates@cde.ca.gov, 916-319-0789

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

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

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

Allowable Exception Reasons
a - Meets 35% Low Income Requirement
d - Desegregation Waiver on File
e - Grandfather Provision
f - Feeder Pattern
g - Local Funded Charter Opted Out
h - Local Funded Charter Opt In
k - Funded with EIA/SCE

Low income measure	FRPM
Group Schools by Grade Span	No
District-wide Low Income %	86.15%
Grade Span 1 Low Income %	86.15%
Grade Span 2 Low Income %	0.00%

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2017-18 Title I, Part A Planned School Allocations

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

Grade Span 3 Low Income % 0.00%

School Name	School Code	Grade Span Group	Projected Enrollment	Projected Low Income Students	Low Income %	Eligible for Funding	Funding Required	Ranking	Fund Flag	Exception Reason
Washington Colony Elementary	6007405	1	426	367	86.15	Y	Y	1		

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WCESD BOARD OF TRUSTEES

ITEM NO. VI.C.2
DATE: June 27, 2017

SUBJECT TITLE: LEAP District Budget for Federal Programs

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Approve the LEAP District Budget for Federal and State Programs.

BACKGROUND:

Consider approval of the updated Local Educational Agency Plan (LEAP) District Budget for Federal Programs 2017-18 including: Title 1 Part A; Title II Part A, Subpart 2 Improving Teacher Quality and Title III, Limited English Proficient.

Title I = $178,123.00
Title II =$19,305.00
Title III =$15,126.00

Federal Programs Checklist

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

	Federal Programs
X	Title I, Part A
	Title I, Part B, Even Start
	Title I, Part C, Migrant Education
	Title I, Part D, Neglected/Delinquent
X	Title II, Part A, Subpart 2, Improving Teacher Quality
	Title II, Part D, Enhancing Education Through Technology
X	Title III, Limited English Proficient
	Title III, Immigrants
	Title IV, Part A, Safe and Drug - Free Schools and Communities
	Title V, Part A, Innovative Programs - Parental Choice
	Adult Education
	Career Technical Education
	McKinney - Vento Homeless Education
	Individuals with Disabilities Education Act (IDEA), Special Education
	21st Century Community Learning Centers
	Other (describe):
	Other (describe):
	Other (describe):
	Other (describe):

District Budget for Federal Programs

Please complete the following table with information for your district.

Programs	Prior Year District Carryovers	Current Year District Entitlements	Current Year Direct Services to Students at School Sites ($)	Current Year Direct Services to Students at School Sites (%)
Title I, Part A	$0	$178,123		100%
Title I, Part B Even Start				
Title I, Part C Migrant Education				
Title I, Part D Neglected/Delinquent	$0	$19,305		100%
Title II Part A, Subpart 2 Improving Teacher Quality				
Title II, Part D Enhancing Education Through Technology				
Title III Limited English Proficient	$0	$15,126		100%
Title III Immigrants				
Title IV, Part A Safe and Drug-Free Schools				
Title V, Part A Innovative Programs - Parental Choice				
Adult Education				
Career Technical Education				
McKinney - Vento Homeless Education				
IDEA, Special Education				
21st Century Community Learning Centers				
Other (describe)				
Total	**$0**	**$212,554**		**100%**