ACTION ITEMS

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

DATE: September 8, 2015

SUBJECT TITLE: 2014-2015 Unaudited Actuals Financial Report

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Approve 2014-2015 Unaudited Actuals Report

BACKGROUND

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

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

The Superintendent or designee ensures that all financial reports are prepared in accordance with law and in conformity with generally accepted accounting principles and financial reporting standards stipulated by the Governmental Accounting Standards Board and the California Department of Education.

Based on financial reports provided by the Superintendent or designee and in accordance with law and administrative regulation, the Board must approve and file an annual statement of the district's receipts and expenditures for the preceding fiscal year (Education Code 42100)

CONSIDERATION

Unaudited Actual Receipts and Expenditures

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

Moved by _____ Second _____

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

UNAUDITED ACTUAL FINANCIAL REPORT:

To the County Superintendent of Schools:

2014-15 UNAUDITED ACTUAL FINANCIAL REPORT. This report was prepared in accordance with Education Code Section 41010 and is hereby approved and filed by the governing board of the school district pursuant to Education Code Section 42100.

Signed _____ Date of Meeting: Sep 08, 2015
Clerk/Secretary of the Governing Board
(Original signature required)

To the Superintendent of Public Instruction:

2014-15 UNAUDITED ACTUAL FINANCIAL REPORT. This report has been verified for accuracy by the County Superintendent of Schools pursuant to Education Code Section 42100.

Signed _____ Date: _____
County Superintendent/Designee
(Original signature required)

For additional information on the unaudited actual reports, please contact:

For County Office of Education:	For School District:
Jamie Perry	Maria Rodriguez
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Senior Director	Financial Secretary
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E-mail Address	E-mail Address

LCFF Funding Snapshot

Fiscal Year: 2014–15
(As of June 2015, P-2)

LEA Name: Washington Colony Elementary
County: Fresno County
CDS Code: 10-62513-0000000 **Charter Number:** N/A

Local Control Funding Formula (LCFF) Funding Snapshot summarizes the main LCFF funding components but does not contain all funding details. Complete funding data should be obtained from the certified funding exhibits on the Principal Apportionment Web page.

LOCAL EDUCATIONAL AGENCY (LEA) DATA

Grade Span	K–3	4–6	7–8	9–12	Total
Funded Average Daily Attendance (ADA)	194.42	116.48	99.71	0.00	410.61
Unduplicated Pupil Percentage (UPP)	86.71 %				

LCFF TARGET ENTITLEMENT

Funding calculation based on the LCFF funding model. During transition most LEAs will not receive this level of funding. The LCFF will be phased in over an estimated eight years.

Components	Amount
Base Grant Funding	$ 3,064,358
Supplemental Grant Funding	531,421
Concentration Grant Funding	485,855
Necessary Small Schools (NSS) Allowance	0
Add-On Funding	62,408
Total LCFF Target Entitlement	**$ 4,144,042**

LCFF TRANSITION ENTITLEMENT

Calculation of the LEA's funding entitlement during the transition period until full implementation of LCFF. This table will either have an amount shown under the Target or the Floor, whichever is lower.

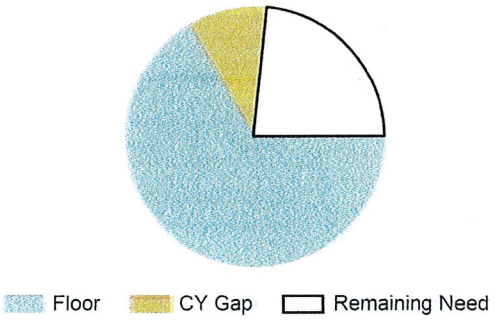
Components	Amount
LCFF Target Entitlement	$ 0
Floor Entitlement, Including Prior Year (PY) Gap	2,756,823
Current Year (CY) Gap Funding	418,387
Economic Recovery Target	0
Additional LCFF State Aid to Meet the Minimum Guarantee (Additional SA for MSA)	0
Total Transition Entitlement Adjusted for Additional SA for MSA*	**$ 3,175,210**

LCFF TARGET vs. LCFF FLOOR

A comparison of the LEA's Target and Floor Entitlements to determine current year Remaining LCFF Need. Some LEAs are funded at the Target and do not have a Remaining LCFF Need.

Components	Amount
LCFF Target Entitlement	$ 4,144,042
Less Floor Entitlement, Including PY Gap	(2,756,823)
Less CY Gap Funding	(418,387)
Remaining LCFF Need	$ 968,832

LCFF Target vs. LCFF Floor

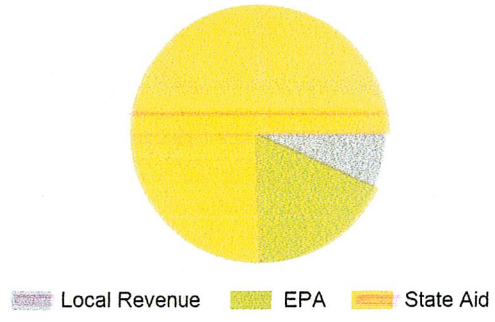


LCFF FUNDING SOURCES (ACTUAL FUNDING)

The actual amount of current year LCFF funding by source.

Components	Amount
Local Revenue	$ 217,744
Education Protection Account (EPA) State Aid	562,937
LCFF State Aid Before MSA	2,394,529
Additional SA for MSA	0
Total Funding**	**$ 3,175,210**

LCFF Funding Sources



* LCFF Transition Entitlement components may not sum to Total Transition Entitlement Adjusted for MSA due to miscellaneous adjustments.
** Total LCFF Funding sources (Actual Funding) may be greater than Total Transition Entitlement Adjusted for MSA due to an LEA's EPA State Aid and/or because local revenue exceeds the LEA's Transition Entitlement.

Note: Some amounts may not display on the pie charts due to their relative size compared to other components.

LCFF Calculator Universal Assumptions

Washington Colony Elementary (62513) - Washington Colony 2016 Proposed Budget per May 2015 Revise

Summary of Funding

	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
Target	**$ 4,103,826**	**$ 4,156,869**	**$ 4,198,570**	**$ 4,242,873**	**$ 4,346,585**	**$ 4,469,635**	**$ 4,469,635**
Floor	**2,581,655**	**2,768,976**	**3,187,565**	**3,692,632**	**3,888,244**	**4,049,168**	**4,132,756**
Applied Formula: Target or Floor	FLOOR	FLOOR	FLOOR	FLOOR	FLOOR	FLOOR	FLOOR
Remaining Need after Gap (informational only)	*1,339,485*	*969,304*	*490,135*	*354,630*	*297,417*	*336,878*	*336,879*
Current Year Gap Funding	**182,686**	**418,589**	**520,870**	**195,611**	**160,924**	**83,589**	**-**
Economic Recovery Target	-	-	-	-	-	-	-
Additional State Aid	-	-	-	-	-	-	-
Total Phase-In Entitlement	**$ 2,764,341**	**$ 3,187,565**	**$ 3,708,435**	**$ 3,888,243**	**$ 4,049,168**	**$ 4,132,757**	**$ 4,132,756**
	TRUE	TRUE	TRUE	TRUE			

Components of LCFF By Object Code

	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
8011 - State Aid	$ 1,475,846	$ 2,103,496	$ 2,490,389	$ 2,995,034	$ 3,198,336	$ 3,380,377	$ 3,685,691	$ 3,907,414
8011 - Fair Share	-	-	-	-	-	-	-	-
8311 & 8590 - Categoricals	463,927	-	-	-	-	-	-	-
8012 - EPA	458,815	447,326	471,834	488,059	464,565	443,449	221,724	-
Local Revenue Sources:								
8021 to 8048 - Property Taxes		213,519	225,342	225,342	225,342	225,342	225,342	225,342
8096 - In-Lieu of Property Taxes		-	-	-	-	-	-	-
Property Taxes net of in-lieu	*197,725*	*213,519*	*225,342*	*225,342*	*225,342*	*225,342*	*225,342*	*225,342*
TOTAL FUNDING	**$ 2,596,313**	**$ 2,764,341**	**$ 3,187,565**	**$ 3,708,435**	**$ 3,888,243**	**$ 4,049,168**	**$ 4,132,757**	**$ 4,132,756**
Excess Taxes	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
EPA in excess to LCFF Funding	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Summary of Student Population

	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
Unduplicated Pupil Population							
Agency Unduplicated Pupil Count	364.00	370.00	370.00	370.00	370.00	370.00	370.00
COE Unduplicated Pupil Count	-	-	-	-	-	-	-
Total Unduplicated pupil Count	364.00	370.00	370.00	370.00	370.00	370.00	370.00
Rolling %, Supplemental Grant	86.4500%	86.3800%	86.3600%	86.3100%	86.3100%	86.3100%	86.3100%
Rolling %, Concentration Grant	86.4500%	86.3800%	86.3600%	86.3100%	86.3100%	86.3100%	86.3100%
FUNDED ADA							
Adjusted Base Grant ADA	*Prior Year*	*Current Year*	*Prior Year*	*Current Year*	*Current Year*	*Current Year*	*Current Year*
Grades TK-3	184.74	194.99	194.99	194.10	194.10	194.10	194.10
Grades 4-6	143.21	119.21	119.21	118.59	118.59	118.59	118.59
Grades 7-8	83.92	98.50	98.50	98.00	98.00	98.00	98.00
Grades 9-12	-	-	-	-	-	-	-
Total Adjusted Base Grant ADA	***411.87***	***412.70***	***412.70***	***410.69***	***410.69***	***410.69***	***410.69***
Necessary Small School ADA	*Current year*	*Current year*	*Current year*	*Current year*	*Current year*	*Current year*	*Current year*
Grades TK-3	-	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-	-
Grades 9-12	-	-	-	-	-	-	-
Total Necessary Small School ADA	-	-	-	-	-	-	-
Total Funded ADA	**411.87**	**412.70**	**412.70**	**410.69**	**410.69**	**410.69**	**410.69**
ACTUAL ADA *(Current Year Only)*							
Grades TK-3	192.51	194.99	194.10	194.10	194.10	194.10	194.10
Grades 4-6	119.02	119.21	118.59	118.59	118.59	118.59	118.59
Grades 7-8	93.80	98.50	98.00	98.00	98.00	98.00	98.00
Grades 9-12	-	-	-	-	-	-	-
Total Actual ADA	**405.33**	**412.70**	**410.69**	**410.69**	**410.69**	**410.69**	**410.69**
Funded Difference (Funded ADA less Actual ADA)	*6.54*	-	*2.01*	-	-	-	-

Minimum Proportionality Percentage (MPP)

	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
Current year estimated supplemental and concentration grant funding in the	**$ 381,012**	**$ 718,563**	**$ 368,047**	**$ 372,510**	**$ 216,981**	**$**	**-**
Current year Minimum Proportionality Percentage (MPP)	13.88%	24.55%	10.64%	10.31%	5.63%		0.00%

WASHINGTON COLONY ELEMENTARY SCHOOL DISTRICT
2014-15 Unaudited Actuals
9-8-15

UNRESTRICTED REVENUES:

1. LCFF Calculation (see attachment)

2014-15 TARGET = $ 4,144,042

FLOOR = $ 2,756,823

GAP = $ 1,387,219 : 30.16% FUNDING = $418,387

UPP(Unduplicated Pupil Percentage) = 86.71%

2. Lottery estimate = $127.98/ADA = $54,634

3. Interest on Cash in Treasury = $20,753

4. Mandated Cost Reimbursement $28 per ADA = $11,293
Prior Year reimbursement $ 26,970

5. Local income $2,087 and $20,878 reimbursement for Music Program

TOTAL UNRESTRICTED REVENUES:	**14-15 Estimated Actuals**	**$ 3,315,286**
	14-15 Unaudited Actuals	**$ 3,334,146**
		18,860

Mandated Costs $14,041; Lottery $3,856

UNRESTRICTED EXPENSES:

1. CERTIFICATED SALARIES:

14-15 Estimated Actuals	$ 1,502,284
14-15 Unaudited Actuals	$ 1,485,693
	$ -16,591

Interim Supt contract and former Superintendent's final compensation

2. CLASSIFIED SALARIES:

14-15 Estimated Actuals	$ 265,253
14-15 Unaudited Actuals	$ 264,599
	$ - 654

3. STATUTORY BENEFITS:

14-15 Estimated Actuals	$ 584,429
14-15 Unaudited Actuals	$ 587,350
	$ 2,921

4. SUPPLIES:

14-15 Estimated Actuals	$ 177,381
14-15 Unaudited Actuals	$ 150,490
	$ -26,891

Less spent on textbooks $(10,700) and instructional supplies $(6,900)

5. OPERATIONS:

14-15 Estimated Actuals	$ 404,998
14-15 Unaudited Actuals	$ 339,562
	$ -65,436

Less spent on Travel/Conferences $(6,600); Dues/Membership $(3,500); Repairs $(4,200); Copiers $(3,000); Professional services $(6,000); FCOE contracts $(20,000); Indirect Costs $(16,000); Field Trips $(3,300); Legal $(2,600)

6. CAPITAL OUTLAY:

14-15 Estimated Actuals	$ 37,847
14-15 Unaudited Actuals	$ 37,847
	$ 0

7. OTHER OUTGO:

14-15 Estimated Actuals	$ 31,523
14-15 Unaudited Actuals	$ 22,365
	$- 9,158

Special Ed Excess Costs

8. TOTAL UNRESTRICTED EXPENSES:

14-15 Estimated Actuals	$ 3,003,715
14-15 Unaudited Actuals	$ 2,887,907
	$ -115,808

EXCESS OF UNRESTRICTED REVENUES OVER EXPENSES: $446,239

OTHER SOURCES/USES(ESTIMATES):

A.	Transfer to Post Employee Fund 20	$- 172,563
B.	Contrib to Special Education	$- 65,441
C.	Contrib to RRM (Mtc/Op)	$- 264,224
D.	Contrib to Res 9011 Tech	$- 5,180
E.	Contrib to Res 4050 CA Math PY	$- 32,100
F.	Contrib to Res 6010 After Sch PY	$- 9,563
		$- 549,071

NET DECREASE TO FUND BALANCE: $-102,833

COMPONENTS OF ENDING FUND BALANCE:

7-01-14	Unaudited Beginning Bal	$1,308,622
	Estimated Decrease	$ -102,833
6-30-15	Unaudited Ending Balance	$1,205,789
	8% Reserve	$- 322,084
	Assigned for:	
	SSC recommended 1 YR GAP	$- 200,381
	Lottery	$- 65,565
	UNDESIGNATED AMOUNT	**$ 617,759**

Estimated Ending Balance June 30, 2015:

1200	Preschool	$ 7,691
1300	Cafeteria	$ 159,385
1400	Deferred Maintenance	$ 92,271
1500	Bus Replacement	$ 6,883
1700	Special Reserve Fund	$ 102,758
2000	Post-employee Benefits	$ 278,520
2500	Capital Facilities	$ 4,170
3500	County School Facilities Fund	$ 14,047
4000	Special Reserve (CAP)	$ 1,455
5100	Bond Interest/Redemption	$ 29,550

Description	Resource Codes	Object Codes	2014-15 Unaudited Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2015-16 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
A. REVENUES									
1) LCFF Sources		8010-8099	3,177,009.91	0.00	3,177,009.91	3,708,435.00	0.00	3,708,435.00	16.7%
2) Federal Revenue		8100-8299	0.00	242,542.08	242,542.08	0.00	347,387.00	347,387.00	43.2%
3) Other State Revenue		8300-8599	110,241.26	103,480.08	213,721.34	283,110.00	14,032.00	297,142.00	39.0%
4) Other Local Revenue		8600-8799	46,894.33	186,992.35	233,886.68	17,000.00	146,356.00	163,356.00	-30.2%
5) TOTAL, REVENUES			3,334,145.50	533,014.51	3,867,160.01	4,008,545.00	507,775.00	4,516,320.00	16.8%
B. EXPENDITURES									
1) Certificated Salaries		1000-1999	1,485,693.49	218,682.76	1,704,376.25	1,503,004.00	303,160.00	1,806,164.00	6.0%
2) Classified Salaries		2000-2999	264,599.25	136,266.34	400,865.59	272,182.00	143,695.00	415,877.00	3.7%
3) Employee Benefits		3000-3999	587,350.00	195,090.60	782,440.60	617,939.00	144,860.00	762,799.00	-2.5%
4) Books and Supplies		4000-4999	150,490.39	132,068.11	282,558.50	201,831.00	58,066.00	259,897.00	-8.0%
5) Services and Other Operating Expenditures		5000-5999	339,562.06	310,066.25	649,628.31	427,729.00	288,603.00	716,332.00	10.3%
6) Capital Outlay		6000-6999	37,846.83	21,690.03	59,536.86	0.00	0.00	0.00	-100.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	27,121.00	0.00	27,121.00	32,000.00	0.00	32,000.00	18.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(4,756.02)	0.00	(4,756.02)	0.00	0.00	0.00	-100.0%
9) TOTAL, EXPENDITURES			2,887,907.00	1,013,864.09	3,901,771.09	3,054,685.00	938,384.00	3,993,069.00	2.3%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			446,238.50	(480,849.58)	(34,611.08)	953,860.00	(430,609.00)	523,251.00	-1611.8%
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	172,563.00	0.00	172,563.00	32,974.00	0.00	32,974.00	-80.9%
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	(376,508.34)	376,508.34	0.00	(431,060.00)	431,060.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(549,071.34)	376,508.34	(172,563.00)	(464,034.00)	431,060.00	(32,974.00)	-80.9%

Description	Resource Codes	Object Codes	2014-15 Unaudited Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2015-16 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(102,832.84)	(104,341.24)	(207,174.08)	489,826.00	451.00	490,277.00	-336.6%
F. FUND BALANCE, RESERVES									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	1,308,621.56	261,429.04	1,570,050.60	1,205,788.72	157,087.80	1,362,876.52	-13.2%
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)			1,308,621.56	261,429.04	1,570,050.60	1,205,788.72	157,087.80	1,362,876.52	-13.2%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,308,621.56	261,429.04	1,570,050.60	1,205,788.72	157,087.80	1,362,876.52	-13.2%
2) Ending Balance, June 30 (E + F1e)			1,205,788.72	157,087.80	1,362,876.52	1,695,614.72	157,538.80	1,853,153.52	36.0%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	2,500.00	0.00	2,500.00	0.00	0.00	0.00	-100.0%
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	157,087.80	157,087.80	0.00	157,538.80	157,538.80	0.3%
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	0.00	0.00	0.00	532,987.00	0.00	532,987.00	New
e) Unassigned/unappropriated									
Reserve for Economic Uncertainties		9789	0.00	0.00	0.00	157,760.00	0.00	157,760.00	New
Unassigned/Unappropriated Amount		9790	1,203,288.72	0.00	1,203,288.72	1,004,867.72	0.00	1,004,867.72	-16.5%

Description	Resource Codes	Object Codes	2014-15 Unaudited Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2015-16 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
G. ASSETS									
1) Cash									
a) in County Treasury		9110	1,523,116.54	106,762.17	1,629,878.71				
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00	0.00	0.00				
b) in Banks		9120	0.00	0.00	0.00				
c) in Revolving Fund		9130	2,500.00	0.00	2,500.00				
d) with Fiscal Agent		9135	0.00	0.00	0.00				
e) collections awaiting deposit		9140	0.00	0.00	0.00				
2) Investments		9150	0.00	0.00	0.00				
3) Accounts Receivable		9200	89,648.90	104,229.73	193,878.63				
4) Due from Grantor Government		9290	0.00	0.00	0.00				
5) Due from Other Funds		9310	44,788.19	0.00	44,788.19				
6) Stores		9320	0.00	0.00	0.00				
7) Prepaid Expenditures		9330	0.00	0.00	0.00				
8) Other Current Assets		9340	0.00	0.00	0.00				
9) TOTAL, ASSETS			1,660,053.63	210,991.90	1,871,045.53				
H. DEFERRED OUTFLOWS OF RESOURCES									
1) Deferred Outflows of Resources		9490	0.00	0.00	0.00				
2) TOTAL, DEFERRED OUTFLOWS			0.00	0.00	0.00				
I. LIABILITIES									
1) Accounts Payable		9500	203,523.47	53,904.10	257,427.57				
2) Due to Grantor Governments		9590	0.00	0.00	0.00				
3) Due to Other Funds		9610	250,741.44	0.00	250,741.44				
4) Current Loans		9640	0.00	0.00	0.00				
5) Unearned Revenue		9650	0.00	0.00	0.00				
6) TOTAL, LIABILITIES			454,264.91	53,904.10	508,169.01				
J. DEFERRED INFLOWS OF RESOURCES									
1) Deferred Inflows of Resources		9690	0.00	0.00	0.00				
2) TOTAL, DEFERRED INFLOWS			0.00	0.00	0.00				
K. FUND EQUITY									
Ending Fund Balance, June 30									

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

DATE: September 8, 2015

SUBJECT TITLE: Resolution for the Gann Amendment

Action √ Discussion _____ Information _____

RECOMMENDATION

Adopt Resolution No. 15/16-03 *Resolution for the Gann Amendment*

BACKGROUND

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

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

The Superintendent or designee ensures that all financial reports are prepared in accordance with law and in conformity with generally accepted accounting principles and financial reporting standards stipulated by the Governmental Accounting Standards Board and the California Department of Education.

Based on financial reports provided by the Superintendent or designee and in accordance with law and administrative regulation, the Board must approve and file an annual statement of the district's receipts and expenditures for the preceding fiscal year (Education Code 42100)

CONSIDERATION

Gann Appropriations Limit Resolution

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

BEFORE THE BOARD OF TRUSTEES

OF THE WASHINGTON COLONY ELEMENTARY SCHOOL DISTRICT,

COUNTY OF FRESNO, STATE OF CALIFORNIA

In the Matter of the Annual Appropriation Limit (Gann Limit) } **Resolution No. 15/16-03**

WHEREAS, in November of 1979, the California electorate did adopt Proposition 4, commonly called the Gann Amendment, which added Article XIII-B to the California Constitution; and,

WHEREAS, the provisions of that Article establish maximum appropriation limitations, commonly called "Gann Limits," for public agencies, including school districts; and,

WHEREAS, the Washington Colony Elementary School District must establish a revised Gann limit for the 2014-2015 fiscal year and a projected Gann Limit for the 2015-2016 fiscal year in accordance with the provisions of Article XIII-B and applicable statutory law;

NOW, THEREFORE, BE IT RESOLVED that this Board does provide public notice that the attached calculations and documentation of the Gann limits for the 2014-15 and 2015-16 fiscal years are made in accord with applicable constitutional and statutory law;

AND BE IT FURTHER RESOLVED that this Governing Board does hereby declare that the appropriations in the Budget for the 2014-15 and 2015-16 fiscal years do not exceed the limitations imposed by Proposition 4;

AND BE IT FURTHER RESOLVED that the Superintendent provide copies of this resolution along with the appropriate attachments to interested citizens of this District.

THE FOREGOING RESOLUTION was adopted by the Governing Board of the Washington Colony Elementary School District of Fresno County, State of California on this 8th day of September, 2015, by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

Bob Dack, President
Washington Colony Elementary School District

Mark Aguilar, Clerk
Washington Colony Elementary School District

	2014-15 Calculations			2015-16 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
A. PRIOR YEAR DATA (2013-14 Actual Appropriations Limit and Gann ADA are from district's prior year Gann data reported to the CDE)		**2013-14 Actual**			**2014-15 Actual**	
1. FINAL PRIOR YEAR APPROPRIATIONS LIMIT (Preload/Line D11, PY column)	2,947,103.35		2,947,103.35			2,967,081.97
2. PRIOR YEAR GANN ADA (Preload/Line B3, PY column)	405.33		405.33			409.03
ADJUSTMENTS TO PRIOR YEAR LIMIT		**Adjustments to 2013-14**			**Adjustments to 2014-15**	
3. District Lapses, Reorganizations and Other Transfers						
4. Temporary Voter Approved Increases						
5. Less: Lapses of Voter Approved Increases						
6. TOTAL ADJUSTMENTS TO PRIOR YEAR LIMIT (Lines A3 plus A4 minus A5)			0.00			0.00
7. ADJUSTMENTS TO PRIOR YEAR ADA (Only for district lapses, reorganizations and other transfers, and only if adjustments to the appropriations limit are entered in Line A3 above)						
B. CURRENT YEAR GANN ADA (2014-15 data should tie to Principal Apportionment Software Attendance reports and include ADA for charter schools reporting with the district)		**2014-15 P2 Report**			**2015-16 P2 Estimate**	
1. Total K-12 ADA (Form A, Line A6)	409.03		409.03	408.72		408.72
2. Total Charter Schools ADA (Form A, Line C9)	0.00		0.00	0.00		0.00
3. TOTAL CURRENT YEAR P2 ADA (Line B1 plus B2)			409.03			408.72
C. LOCAL PROCEEDS OF TAXES/STATE AID RECEIVED		**2014-15 Actual**			**2015-16 Budget**	
TAXES AND SUBVENTIONS (Funds 01, 09, and 62)						
1. Homeowners' Exemption (Object 8021)	2,966.13		2,966.13	2,966.00		2,966.00
2. Timber Yield Tax (Object 8022)	0.00		0.00	0.00		0.00
3. Other Subventions/In-Lieu Taxes (Object 8029)	0.00		0.00	0.00		0.00
4. Secured Roll Taxes (Object 8041)	248,992.51		248,992.51	248,993.00		248,993.00
5. Unsecured Roll Taxes (Object 8042)	11,072.06		11,072.06	11,340.00		11,340.00
6. Prior Years' Taxes (Object 8043)	2,212.11		2,212.11	2,101.00		2,101.00
7. Supplemental Taxes (Object 8044)	5,999.81		5,999.81	6,000.00		6,000.00
8. Ed. Rev. Augmentation Fund (ERAF) (Object 8045)	(46,058.28)		(46,058.28)	(46,058.00)		(46,058.00)
9. Penalties and Int. from Delinquent Taxes (Object 8048)	157.30		157.30	0.00		0.00
10. Other In-Lieu Taxes (Object 8082)	48.27		48.27	0.00		0.00
11. Comm. Redevelopment Funds (objects 8047 & 8625)	0.00		0.00	0.00		0.00
12. Parcel Taxes (Object 8621)	0.00		0.00	0.00		0.00
13. Other Non-Ad Valorem Taxes (Object 8622) (Taxes only)	0.00		0.00	0.00		0.00
14. Penalties and Int. from Delinquent Non-LCFF Taxes (Object 8629) (Only those for the above taxes)	0.00		0.00	0.00		0.00
15. Transfers to Charter Schools in Lieu of Property Taxes (Object 8096)	0.00		0.00	0.00		0.00
16. TOTAL TAXES AND SUBVENTIONS (Lines C1 through C15)	225,389.91	0.00	225,389.91	225,342.00	0.00	225,342.00
OTHER LOCAL REVENUES (Funds 01, 09, and 62)						
17. To General Fund from Bond Interest and Redemption Fund (Excess debt service taxes) (Object 8914)	0.00		0.00	0.00		0.00
18. TOTAL LOCAL PROCEEDS OF TAXES (Lines C16 plus C17)	225,389.91	0.00	225,389.91	225,342.00	0.00	225,342.00

	2014-15 Calculations			2015-16 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
EXCLUDED APPROPRIATIONS						
19. Medicare (Enter federally mandated amounts only from objs. 3301 & 3302; do not include negotiated amounts)			29,696.64			32,494.00
OTHER EXCLUSIONS						
20. Americans with Disabilities Act						
21. Unreimbursed Court Mandated Desegregation Costs						
22. Other Unfunded Court-ordered or Federal Mandates						
23. TOTAL EXCLUSIONS (Lines C19 through C22)			29,696.64			32,494.00
STATE AID RECEIVED (Funds 01, 09, and 62)						
24. LCFF - CY (objects 8011 and 8012)	2,949,868.00		2,949,868.00	3,483,093.00		3,483,093.00
25. LCFF/Revenue Limit State Aid - Prior Years (Object 8019)	1,752.00		1,752.00	0.00		0.00
26. TOTAL STATE AID RECEIVED (Lines C24 plus C25)	2,951,620.00	0.00	2,951,620.00	3,483,093.00	0.00	3,483,093.00
DATA FOR INTEREST CALCULATION						
27. Total Revenues (Funds 01, 09 & 62; objects 8000-8799)	3,867,160.01		3,867,160.01	4,516,320.00		4,516,320.00
28. Total Interest and Return on Investments (Funds 01, 09, and 62; objects 8660 and 8662)	23,288.85		23,288.85	17,000.00		17,000.00
APPROPRIATIONS LIMIT CALCULATIONS	**2014-15 Actual**			**2015-16 Budget**		
D. PRELIMINARY APPROPRIATIONS LIMIT						
1. Revised Prior Year Program Limit (Lines A1 plus A6)			2,947,103.35			2,967,081.97
2. Inflation Adjustment			0.9977			1.0382
3. Program Population Adjustment (Lines B3 divided by [A2 plus A7]) (Round to four decimal places)			1.0091			0.9992
4. PRELIMINARY APPROPRIATIONS LIMIT (Lines D1 times D2 times D3)			2,967,081.97			3,077,960.16
APPROPRIATIONS SUBJECT TO THE LIMIT						
5. Local Revenues Excluding Interest (Line C18)			225,389.91			225,342.00
6. Preliminary State Aid Calculation						
a. Minimum State Aid in Local Limit (Greater of $120 times Line B3 or $2,400; but not greater than Line C26 or less than zero)			49,083.60			49,046.40
b. Maximum State Aid in Local Limit (Lesser of Line C26 or Lines D4 minus D5 plus C23; but not less than zero)			2,771,388.70			2,885,112.16
c. Preliminary State Aid in Local Limit (Greater of Lines D6a or D6b)			2,771,388.70			2,885,112.16
7. Local Revenues in Proceeds of Taxes						
a. Interest Counting in Local Limit (Line C28 divided by [Lines C27 minus C28] times [Lines D5 plus D6c])			18,156.57			11,752.38
b. Total Local Proceeds of Taxes (Lines D5 plus D7a)			243,546.48			237,094.38
8. State Aid in Proceeds of Taxes (Greater of Line D6a, or Lines D4 minus D7b plus C23; but not greater than Line C26 or less than zero)			2,753,232.13			2,873,359.78
9. Total Appropriations Subject to the Limit						
a. Local Revenues (Line D7b)			243,546.48			
b. State Subventions (Line D8)			2,753,232.13			
c. Less: Excluded Appropriations (Line C23)			29,696.64			
d. TOTAL APPROPRIATIONS SUBJECT TO THE LIMIT (Lines D9a plus D9b minus D9c)			2,967,081.97			

	2014-15 Calculations			2015-16 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
10. Adjustments to the Limit Per Government Code Section 7902.1 (Line D9d minus D4; if negative, then zero)			0.00			
If not zero report amount to: Michael Cohen, Director, State Department of Finance, Attention: School Gann Limits, State Capitol, Room 1145, Sacramento, CA 95814						
Summary	**2014-15 Actual**			**2015-16 Budget**		
11. Adjusted Appropriations Limit (Lines D4 plus D10)			2,967,081.97			3,077,960.16
12. Appropriations Subject to the Limit (Line D9d)			2,967,081.97			

* Please provide below an explanation for each entry in the adjustments column.

MARIA RODRIGUEZ
Gann Contact Person

559-233-0706
Contact Phone Number

WCESD BOARD OF TRUSTEES ITEM NO. VI.A.3

DATE: September 8, 2015

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 3350 Travel Expenses-The Governing Board recognizes that district employees may incur expenses in the course of performing their assigned duties and responsibilities. To ensure the prudent use of public funds, the Superintendent or designee shall establish rules to keep such expenses to a minimum while affording employees a reasonable level of safety and convenience.

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

The Board shall authorize payment for actual and necessary travel expenses incurred by any employee performing authorized services for the district, whether within or outside district boundaries. (Education Code 44032)

The Superintendent or designee shall establish procedures for the approval of travel requests and the submission and verification of expense claims. He/she also shall establish reimbursement rates in accordance with law and Board policy. An employee shall obtain approval from the Superintendent or designee prior to traveling. The Superintendent or designee may approve travel requests in accordance with the adopted budget and upon determining that the travel is authorized or assigned by the employee's supervisor, is necessary to attend a

Moved by _____ Second _____

Vote:

Ayes:_____ Noes_____ Abstentions:_____ Absent:_____

conference or other staff development opportunity that will enhance employee performance, and/or is otherwise necessary to the performance of the employee's duties. Travel expenses not previously budgeted may be approved on a case-by-case basis by the Superintendent or designee if he/she determines that the travel is essential and that resources may be obtained or redirected for this purpose.

All out-of-state travel for which reimbursement will be claimed shall be approved in advance by the Board.

Reimbursable travel expenses may include, but are not limited to, costs of transportation, parking fees, bridge or road tolls, lodging when district business reasonably requires an overnight stay, registration fees for seminars and conferences, telephone and other communication expenses incurred on district business, and other necessary incidental expenses.

The district shall not reimburse personal travel expenses including, but not limited to, tips or gratuities, alcohol, entertainment, laundry, expenses of any family member who is accompanying the employee on district-related business, personal use of an automobile, and personal losses or traffic violation fees incurred while on district business.

Moved by _____ Second _____

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

WCESD BOARD OF TRUSTEES

ITEM NO. VI.A.4
DATE: September 8, 2015

SUBJECT TITLE: WARRANTS

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Review and ratify warrants paid for the period August 1 – August 31, 2015.

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:_____

Paid Date(s) From: 8/1/2015 To: 8/31/2015

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
5-ACSA FOUND. FOR EDUCATIONAL	511854982	PO-160093	2015-2016 ANNUAL DUES	0100-00000-0-0000-7110-530000-000-00	220.00
				Warrant Total:	**220.00**
				Vendor Total:	**220.00**
970-ADOLPH'S A-1 TREE SERVICE	511854983	PV-160008	BROKEN LIMB	0100-81500-0-0000-8100-560013-000-00	3,425.00
				Warrant Total:	**3,425.00**
				Vendor Total:	**3,425.00**
387-AMERIPRIDE UNIFORM SERVICE IN	511852176	PO-160014	2015-2016 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	65.56
		PO-160014	2015-2016 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	45.57
		PO-160014	2015-2016 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	71.43
		PO-160014	2015-2016 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	45.57
		PO-160014	2015-2016 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	65.56
		PO-160014	2015-2016 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	45.57
		PO-160014	2015-2016 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	65.56
		PO-160014	2015-2016 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	45.57
		PO-160014	2015-2016 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	65.56
		PO-160014	2015-2016 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	71.43
		PO-160014	2015-2016 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	45.57
		PO-160014	2015-2016 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	45.57
		LB-150014	June billing	0100-81500-0-0000-8100-550005-000-00	45.57
		LB-150014	June billing	0100-81500-0-0000-8100-550005-000-00	71.43
		LB-150014	June billing	0100-81500-0-0000-8100-550005-000-00	45.57
		LB-150014	June billing	0100-81500-0-0000-8100-550005-000-00	65.56
		LB-150014	June billing	0100-81500-0-0000-8100-550005-000-00	45.57
		LB-150014	June billing	0100-81500-0-0000-8100-550005-000-00	65.56
				Warrant Total:	**1,017.78**
	511854984	PO-160014	2015-2016 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	45.57
		PO-160014	2015-2016 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	65.56
				Warrant Total:	**111.13**
	511857068	PO-160014	2015-2016 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	45.57
		PO-160014	2015-2016 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	65.56
				Warrant Total:	**111.13**
				Vendor Total:	**1,240.04**
1490-ASPHALT DESIGN	511854985	PO-160083	TO FILL LARGER LINEAL CRA(	1400-00000-0-0000-8500-617000-000-00	14,685.00
				Warrant Total:	**14,685.00**
				Vendor Total:	**14,685.00**

Paid Date(s) From: 8/1/2015 To: 8/31/2015

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
1301-B FRESH PRODUCE INC.	511854986	PO-160111	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	173.06
				Warrant Total:	**173.06**
	511857069	PO-160111	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	135.00
				Warrant Total:	**135.00**
				Vendor Total:	**308.06**
26-BAUDVILLE INC.	511854987	PO-160095	2PLS31 SCALLOP PLUM CERTI	0100-00000-0-0000-2700-430013-000-00	36.45
				Warrant Total:	**36.45**
				Vendor Total:	**36.45**
375-CALIFORNIA'S VALUED TRUST	511852177	PV-160007	TRUSTEES	0100-00010-0-0000-0000-951400-000-00	5,192.09
		PV-160007	CLASSIFIED	0100-00010-0-0000-0000-951400-000-00	6,685.85
		PV-160007	CERTIFICATED	0100-00010-0-0000-0000-951400-000-00	29,279.60
		PV-160007	MANAGEMENT	0100-00010-0-0000-0000-951400-000-00	939.40
				Warrant Total:	**42,096.94**
	511852178	PV-160007	PRESCH AIDES	1200-00010-0-0000-0000-951400-000-00	7.56
		PV-160007	BISON	1200-00010-0-0000-0000-951400-000-00	1,584.40
				Warrant Total:	**1,591.96**
	511852179	PV-160007	CAFETERIA	1300-00010-0-0000-0000-951400-000-00	807.18
				Warrant Total:	**807.18**
	511857070	PV-160022	MANAGEMENT	0100-00010-0-0000-0000-951400-000-00	939.40
		PV-160022	TRUSTEES	0100-00010-0-0000-0000-951400-000-00	5,192.09
		PV-160022	CLASSIFIED	0100-00010-0-0000-0000-951400-000-00	6,685.85
		PV-160022	CERTIFICATED	0100-00010-0-0000-0000-951400-000-00	29,279.60
				Warrant Total:	**42,096.94**
	511857071	PV-160022	PRES AIDES	1200-00010-0-0000-0000-951400-000-00	7.56
		PV-160022	BISON	1200-00010-0-0000-0000-951400-000-00	1,584.40
				Warrant Total:	**1,591.96**
	511857072	PV-160022	CAFETERIA	1300-00010-0-0000-0000-951400-000-00	807.18
				Warrant Total:	**807.18**
				Vendor Total:	**88,992.16**
864-CENGAGE LEARNING	511857073	PO-160009	9781426368509 THE FOUR SEAS	0100-42030-0-1110-1000-430000-000-00	396.42
		PO-160010	978-13050-79106 GRADE 3 ACAI	0100-42030-0-1110-1000-430000-000-00	3,331.25
				Warrant Total:	**3,727.67**
				Vendor Total:	**3,727.67**
60-CENTRAL DRUG SYSTEM INC	511854988	PO-160113	2015-2016 ANNUAL ADMINISTI	0100-09000-0-0000-3600-580012-000-00	297.00

Paid Date(s) From: 8/1/2015 To: 8/31/2015

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
				Warrant Total:	**297.00**
				Vendor Total:	**297.00**
1216-CENTRAL VALLEY SUPPORT SERV	511852180	LB-150015	JUNE BILLING	0100-00000-0-0000-7200-580010-000-00	15.00
				Warrant Total:	**15.00**
	511857074	PO-160132	2015-2016 OPEN PURCHASE OR	0100-00000-0-0000-7200-580010-000-00	2.50
				Warrant Total:	**2.50**
				Vendor Total:	**17.50**
544-CIT TECHNOLOGY FINANCIAL INC.	511852181	PO-160017	2015-2016 OPEN PURCHASE OR	0100-00000-0-1110-1000-560008-100-82	798.70
				Warrant Total:	**798.70**
				Vendor Total:	**798.70**
1492-CLSBA	511854989	PO-160110	REGISTRATION FEE FOR JESU	0100-11000-0-0000-2700-520000-000-76	315.00
		PO-160110	REGISTRATION FEE FOR JESU	0100-11000-0-0000-7150-520000-000-76	135.00
		PO-160110	REGISTRATION FEE FOR JESU	0100-11000-0-0000-7110-520000-000-00	450.00
				Warrant Total:	**900.00**
				Vendor Total:	**900.00**
1487-COMMITTEE FOR CHILDREN	511857075	PO-160069	K000874 SECOND STEP GRAD	0100-63000-0-1110-1000-410001-000-00	718.00
				Warrant Total:	**718.00**
				Vendor Total:	**718.00**
877-CONSOLIDATED METAL FABRICAT	511854990	PV-160011	SUPPLIES MURAL WALL	0100-81500-0-0000-8100-430018-000-00	411.26
				Warrant Total:	**411.26**
				Vendor Total:	**411.26**
915-CRYSTAL CREMERY	511854991	PO-160112	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	118.02
		PO-160112	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	145.39
				Warrant Total:	**263.41**
	511857076	PO-160112	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	174.93
		PO-160112	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	263.41
				Warrant Total:	**438.34**
				Vendor Total:	**701.75**
1242-CSUF FOUNDATION CVELI	511854992	PO-160094	2015-2016 RURAL NETWORK C	0100-11000-0-0000-2700-520000-000-76	350.00
		PO-160094	2015-2016 RURAL NETWORK C	0100-11000-0-0000-7150-520000-000-76	150.00
		PO-160094	2015-2016 RURAL NETWORK C	0100-11000-0-0000-2700-520000-000-41	200.00
		PO-160094	2015-2016 RURAL NETWORK C	0100-31500-0-1110-1000-520000-000-00	200.00

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
				Warrant Total:	**900.00**
				Vendor Total:	**900.00**
1209-CSUF FRESNO FOUNDATION CVEL	511857077	PO-160124	REGISTRATION FOR ERIC JEN	0100-31500-0-1110-1000-520000-000-00	240.00
				Warrant Total:	**240.00**
				Vendor Total:	**240.00**
1208-CULLIGAN INC.	511854993	PO-160016	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-8100-560000-000-00	90.58
				Warrant Total:	**90.58**
				Vendor Total:	**90.58**
1028-CURRICULUM ASSOCIATES	511857078	PO-160011	WS12689 PHONICS FOR READI	0100-09000-0-1110-1000-430000-000-00	490.18
				Warrant Total:	**490.18**
				Vendor Total:	**490.18**
997-DEPARTMENT OF SOCIAL SERVICE	511854994	PO-160114	2015-2016 PRESCHOOL COMMU	1200-61050-0-0001-2700-580000-000-00	242.00
				Warrant Total:	**242.00**
				Vendor Total:	**242.00**
603-DISCOUNT SCHOOL SUPPLY INC	511857079	PO-160062	STEPLOG STEP A LOGS FOR M	0100-11000-0-1110-1000-430000-000-00	199.30
		PO-160055	THEDS DOT A DOT MARKERS	0100-00000-0-1110-1000-430000-100-55	284.70
				Warrant Total:	**484.00**
				Vendor Total:	**484.00**
1363-DOCUMENT TRACKING SERVICES	511852182	PO-160070	2015-2016 LICENSE AGREEEME	0100-31500-0-0000-2700-580000-000-00	395.00
				Warrant Total:	**395.00**
				Vendor Total:	**395.00**
755-DRONYK, JEFF	511852183	PO-160099	CELL PHONE REIMBURSEMEN	0100-00000-0-0000-8100-590006-000-00	66.00
		LB-150016	JUNE BILLING	0100-00000-0-0000-8100-590006-000-00	66.00
				Warrant Total:	**132.00**
	511857080	PO-160099	CELL PHONE REIMBURSEMEN	0100-00000-0-0000-8100-590006-000-00	66.00
				Warrant Total:	**66.00**
				Vendor Total:	**198.00**
404-EASTON AUTO PARTS	511852184	LB-150017	JUNE BILLING	0100-81500-0-0000-8100-430010-000-00	36.64
		LB-150017	JUNE BILLING	0100-81500-0-0000-8100-430010-000-00	1.23
				Warrant Total:	**37.87**
	511854995	PV-160013	MAINT SUPPLIES	0100-81500-0-0000-8100-430010-000-00	9.37
				Warrant Total:	**9.37**

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
				Vendor Total:	**47.24**
114-ENVIROCLEAN INC	511852185	PV-160002	CUSTODIAL SUPPLIES	0100-81500-0-0000-8100-430006-000-00	768.40
				Warrant Total:	**768.40**
	511854996	PV-160012	CUSTODIAL SUPPLIES	0100-81500-0-0000-8100-430006-000-00	1,921.53
				Warrant Total:	**1,921.53**
				Vendor Total:	**2,689.93**
127-FRESNO COUNTY OFFICE OF EDUC.	511857081	PO-160125	REGISTRATION FEE FOR BRA	0100-31500-0-1110-1000-520000-000-00	550.00
				Warrant Total:	**550.00**
				Vendor Total:	**550.00**
131-FRESNO OXYGEN INC.	511854997	PO-160115	2015-2016 OPEN PURCHASE OR	0100-81500-0-0000-8100-560000-000-00	45.88
				Warrant Total:	**45.88**
				Vendor Total:	**45.88**
135-G W SCHOOL SUPPLY	511854998	CM-160001	RETURN	0100-00000-0-1110-1000-430000-100-21	(16.24)
		PO-160060	OPEN PUCHASE ORDER FOR C	0100-00000-0-1110-1000-430000-100-52	100.00
				Warrant Total:	**83.76**
				Vendor Total:	**83.76**
1445-GREEN VALLEY RECYCLING INC	511854999	PO-160116	2015-2016 OPEN PURCHASE OR	0100-81500-0-0000-8100-560000-000-00	20.00
				Warrant Total:	**20.00**
				Vendor Total:	**20.00**
1320-HANDWRITING WITHOUT TEARS I	511857082	PO-160004	978-1-934825-53-2 MY FIRST SC	0100-63000-0-1110-1000-410001-000-00	168.47
				Warrant Total:	**168.47**
				Vendor Total:	**168.47**
996-HOUGHTON MIFFLIN	511857083	PO-160007	0-03-092478-2 GRADE 6 EARTH	0100-11000-0-1110-1000-410001-000-00	644.59
		PO-160006	015-351954-1 GRADE K ACTIVI	0100-63000-0-1110-1000-410001-000-00	1,273.66
		PO-160006	015-351954-1 GRADE K ACTIVI	0100-63000-0-1110-1000-410001-000-00	1,253.09
		PO-160007	0-03-092478-2 GRADE 6 EARTH	0100-11000-0-1110-1000-410001-000-00	1,811.13
		PO-160005	0-618-16159-7 GRADE K PRACT	0100-63000-0-1110-1000-410001-000-00	2,187.70
		PO-160005	0-618-16159-7 GRADE K PRACT	0100-63000-0-1110-1000-410001-000-00	2,535.18
				Warrant Total:	**9,705.35**
				Vendor Total:	**9,705.35**
1485-HOUGTON MIFFLIN HARCOURT	511857084	PO-160002	1580820 9780544307520 HOUGH	0100-00000-0-1110-1000-410001-000-00	656.60
		PO-160002	1580820 9780544307520 HOUGH	0100-00000-0-1110-1000-410001-000-00	67,493.02

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
	511857084	PO-160002	1580820 9780544307520 HOUGH	0100-00000-0-1110-1000-410001-000-00	635.38
		PO-160002	1580820 9780544307520 HOUGH	0100-00000-0-1110-1000-410001-000-00	2,800.00
				Warrant Total:	**71,585.00**
				Vendor Total:	**71,585.00**
1491-HYATT REGENCY SACRAMENTO	511857085	PO-160109	139-17948 HOTEL RESERVATIO	0100-31500-0-1110-1000-520000-000-00	550.35
		PO-160109	139-17948 HOTEL RESERVATIO	0100-31500-0-1110-1000-520000-000-00	550.35
		PO-160109	139-17948 HOTEL RESERVATIO	0100-31500-0-1110-1000-520000-000-00	550.35
				Warrant Total:	**1,651.05**
				Vendor Total:	**1,651.05**
1361-ILLUMINATE EDUCATION INC	511852186	PO-160077	ILLUMINATE DATA AND ASSE	0100-31500-0-0000-2700-580000-000-00	3,067.50
				Warrant Total:	**3,067.50**
				Vendor Total:	**3,067.50**
613-INDEPENDENT SALES	511852187	PV-160003	CUSTODIAL SUPPLIES	0100-81500-0-0000-8100-430006-000-00	89.12
				Warrant Total:	**89.12**
				Vendor Total:	**89.12**
1493-INTERLINK SUPPLY OF FRESNO	511855000	PV-160014	CUSTODIAL SUPPLIES	0100-81500-0-0000-8100-430006-000-00	74.54
				Warrant Total:	**74.54**
				Vendor Total:	**74.54**
190-LAKESHORE LEARNING MATERIAL	511857086	PO-160063	VE6 BEGINNERS BASKETBAL	0100-11000-0-1110-1000-430000-000-00	306.81
				Warrant Total:	**306.81**
				Vendor Total:	**306.81**
195-LINGER PETERSON SHRUM & CO	511855001	PO-160118	2015-2016 OPEN PURCHASE OR	0100-00000-0-0000-7191-580005-000-00	1,130.00
				Warrant Total:	**1,130.00**
				Vendor Total:	**1,130.00**
1415-MCGRAW HILL SCHOOL EDUCATI(	511857087	PO-160066	9780021986477 LITTLE TREASU	0100-63000-0-1110-1000-410001-000-00	964.37
				Warrant Total:	**964.37**
				Vendor Total:	**964.37**
220-MISSION LINEN SUPPLY INC.	511855002	PO-160117	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-8100-550005-000-00	63.34
		PO-160117	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-8100-550005-000-00	63.34
				Warrant Total:	**126.68**
	511857088	PO-160117	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-8100-550005-000-00	63.34
				Warrant Total:	**63.34**

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
				Vendor Total:	**190.02**
229-NASCO MODESTO	511857089	PO-160068	TB208152 2 SIDED DRY ERASE	0100-11000-0-1110-1000-430000-000-00	732.68
		PO-160068	TB208152 2 SIDED DRY ERASE	0100-11000-0-1110-1000-430000-000-00	284.09
				Warrant Total:	**1,016.77**
				Vendor Total:	**1,016.77**
663-ORIENTAL TRADING CO INC	511857090	PO-160096	IN-9/321 IRIDESCENT STICKER	0100-11000-0-1110-1000-430000-000-00	287.09
				Warrant Total:	**287.09**
				Vendor Total:	**287.09**
1280-P & R PAPER SUPPLY COMPANY I	511855003	PO-160120	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-430008-000-00	482.52
				Warrant Total:	**482.52**
				Vendor Total:	**482.52**
385-PACIFIC GAS & ELECTRIC INC	511852188	PO-160100	2015-2016 OPEN PURCHASE OR	0100-81500-0-0000-8100-550001-000-00	131.87
		PO-160100	2015-2016 OPEN PURCHASE OR	0100-81500-0-0000-8100-550001-000-00	2,406.07
		PO-160100	2015-2016 OPEN PURCHASE OR	0100-81500-0-0000-8100-550001-000-00	1,367.49
		PO-160100	2015-2016 OPEN PURCHASE OR	0100-81500-0-0000-8100-550001-000-00	107.64
		PO-160100	2015-2016 OPEN PURCHASE OR	0100-81500-0-0000-8100-550001-000-00	1,947.15
				Warrant Total:	**5,960.22**
				Vendor Total:	**5,960.22**
1486-PEARSON EDUCATION	511857091	PO-160003	0328741345 GRADE K 32 PACK	0100-63000-0-1110-1000-410001-000-00	2,128.02
				Warrant Total:	**2,128.02**
				Vendor Total:	**2,128.02**
1235-PEERLESS PRINT & GRAPHICS	511855004	PO-160119	2015-2016 PRESCHOOL HANDB	0100-09000-0-1110-1000-580026-000-00	2,650.60
		PO-160119	2015-2016 PRESCHOOL HANDB	0100-09000-0-1110-1000-580026-000-00	588.92
				Warrant Total:	**3,239.52**
				Vendor Total:	**3,239.52**
248-PITNEY BOWES	511852189	PO-160022	2015-2016 OPEN PURCHASE OR	0100-00000-0-0000-7200-590002-000-00	281.29
				Warrant Total:	**281.29**
				Vendor Total:	**281.29**
1016-QUINN POWER SYSTEMS, INC	511855005	PV-160015	BUS REPAIR	0100-09000-0-0000-3600-560005-000-00	4,945.23
				Warrant Total:	**4,945.23**
				Vendor Total:	**4,945.23**
1312-ROBERT V. JENSEN INC.	511852190	PO-160103	2015-2016 OPEN PURCHASE OR	0100-09000-0-0000-3600-430009-000-00	179.65

Paid Date(s) From: 8/1/2015 To: 8/31/2015

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
				Warrant Total:	**179.65**
	511855006	PO-160103	2015-2016 OPEN PURCHASE OR	0100-09000-0-0000-3600-430009-000-00	172.58
		PO-160103	2015-2016 OPEN PURCHASE OR	0100-09000-0-0000-3600-430009-000-00	94.23
				Warrant Total:	**266.81**
				Vendor Total:	**446.46**
279-SAN JOAQUIN PEST CONTROL INC	511852191	PO-160034	2015-2016 OPEN PURCHASE OR	0100-81500-0-0000-8100-550006-000-00	65.00
		PO-160034	2015-2016 OPEN PURCHASE OR	0100-81500-0-0000-8100-550006-000-00	65.00
				Warrant Total:	**130.00**
				Vendor Total:	**130.00**
1017-SAUNDERS AUTOMATIC SERVICE	511855007	PV-160010	BUS 2 REPAIR	0100-09000-0-0000-3600-560005-000-00	382.88
		PV-160009	BUS 3 REPAIR	0100-09000-0-0000-3600-560005-000-00	273.30
				Warrant Total:	**656.18**
				Vendor Total:	**656.18**
1449-SCHOLASTIC EDUCATION INSIDE	511857092	PO-160008	539401 ENGLISH 3D LANGUAG	0100-42030-0-1110-1000-430000-000-00	978.22
				Warrant Total:	**978.22**
				Vendor Total:	**978.22**
288-SCHOLASTIC MAGAZINES	511855008	PO-160065	008 LETS FIND OUT MAGAZIN	0100-63000-0-1110-1000-410001-000-00	288.76
				Warrant Total:	**288.76**
				Vendor Total:	**288.76**
1362-SCHOOL FOOD CONSULTANTS GR(	511852192	LB-150019	JUNE BILLING	1300-53100-0-0000-3700-580000-000-00	803.00
				Warrant Total:	**803.00**
	511855009	PO-160121	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-580000-000-00	761.75
				Warrant Total:	**761.75**
				Vendor Total:	**1,564.75**
376-SCHOOL SPECIALTY INC	511857093	PO-160064	1506835 BALLS PLAYGROUND	0100-11000-0-1110-1000-430000-000-00	295.38
				Warrant Total:	**295.38**
				Vendor Total:	**295.38**
1263-SPARKLETTS	511855010	PO-160122	2015-2016 OPEN PURCHASE OR	0100-81500-0-0000-8100-550009-000-00	38.54
				Warrant Total:	**38.54**
				Vendor Total:	**38.54**
308-SPURR	511855011	PO-160035	2015-2016 OPEN PURCHASE OR	0100-81500-0-0000-8100-550003-000-00	239.70
				Warrant Total:	**239.70**

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
				Vendor Total:	**239.70**
392-TERMINAL AIR BRAKE SUPPLY INC	511855012	PV-160016	BUS 3 REPAIR	0100-09000-0-0000-3600-560005-000-00	182.56
		PV-160017	BUS REPAIR	0100-09000-0-0000-3600-560005-000-00	80.98
		PV-160018	BUS 2 REPAIR	0100-09000-0-0000-3600-560005-000-00	1,590.34
				Warrant Total:	**1,853.88**
				Vendor Total:	**1,853.88**
332-THE HOME DEPOT CREDIT SERVICE	511852193	PV-160004	MAINT SUPPLIES	0100-81500-0-0000-8100-430018-000-00	5.27
		PV-160004	MAINT SUPPLIES	0100-81500-0-0000-8100-430018-000-00	468.69
				Warrant Total:	**473.96**
				Vendor Total:	**473.96**
1283-THOMPSON, BETTY W	511852194	PO-160104	2015-2016 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	511852195	PO-160105	2015-2016 OPEN PURCHASE OR	0100-09000-0-1110-1000-560008-200-84	738.09
				Warrant Total:	**738.09**
	511857094	PO-160105	2015-2016 OPEN PURCHASE OR	0100-09000-0-1110-1000-560008-200-84	738.09
				Warrant Total:	**738.09**
				Vendor Total:	**1,476.18**
1129-U.S. BANK NATIONAL ASSOCIATIC	511857095	PV-160021	NUMBER TALKS BOOKS	0100-40350-0-1110-1000-430000-000-00	1,129.93
		PV-160023	MISC	0100-81500-0-0000-8100-430018-000-00	2.00
		PV-160020	MAINT SUPPLIES	0100-81500-0-0000-8100-430018-000-00	80.67
				Warrant Total:	**1,212.60**
				Vendor Total:	**1,212.60**
1472-VASQUEZ, RUTH	511852196	LB-150020	JUNE PKG	1300-53100-0-0000-3700-520000-000-00	3.00
		LB-150020	JUNE PKG	1300-53100-0-0000-3700-520000-000-00	3.00
		LB-150020	JUNE PKG	1300-53100-0-0000-3700-520000-000-00	3.00
		LB-150020	JUNE PKG	1300-53100-0-0000-3700-520000-000-00	3.00
				Warrant Total:	**12.00**
				Vendor Total:	**12.00**
1377-VERIZON WIRELESS	511852197	PO-160106	2015-2016 OPEN PURCHASE OR	0100-00000-0-0000-8100-590006-000-00	5.84
				Warrant Total:	**5.84**
	511855013	PO-160106	2015-2016 OPEN PURCHASE OR	0100-00000-0-0000-8100-590006-000-00	1.41
				Warrant Total:	**1.41**

Paid Date(s) From: 8/1/2015 To: 8/31/2015

Vendor	Warrant No	Reference	Description	Fu---Re----Y-GI---Fn---Ob-----Si--Id	Amount
				Vendor Total:	**7.25**
362-WASHINGTON COLONY	511857096	PV-160019	MEALS FOR SP ED STU KARA	1300-53100-0-0000-3700-470001-000-00	65.71
				Warrant Total:	**65.71**
				Vendor Total:	**65.71**
967-WASTE MANAGEMENT/USA WAST	511852198	PO-160027	2015-2016 OPEN PURCHASE OR	0100-81500-0-0000-8100-550008-000-00	382.04
				Warrant Total:	**382.04**
				Vendor Total:	**382.04**
785-WELLS FARGO FINANCIAL LEASIN	511855014	PO-160032	2015-2016 OPEN PURCHASE OR	0100-09000-0-1110-1000-560008-100-82	138.60
		PO-160032	2015-2016 OPEN PURCHASE OR	0100-09000-0-5770-1110-560008-000-00	138.63
				Warrant Total:	**277.23**
	511855015	PO-160032	2015-2016 OPEN PURCHASE OR	1200-61050-0-0001-1000-560008-000-00	138.60
				Warrant Total:	**138.60**
	511855016	PO-160032	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-560008-000-00	138.60
				Warrant Total:	**138.60**
				Vendor Total:	**554.43**
370-WESTERN BUILDING MATERIALS I	511852199	PV-160006	MAINT SUPPLIES	0100-81500-0-0000-8100-430018-000-00	160.17
				Warrant Total:	**160.17**
				Vendor Total:	**160.17**
371-WESTERN LIGHTSOURCE INC	511852200	PV-160005	MAINT SUPPLIES	0100-81500-0-0000-8100-430018-000-00	727.98
				Warrant Total:	**727.98**
				Vendor Total:	**727.98**
1359-WILLIAM V MACGILL & CO. INC	511857097	PO-160056	8500 1 X3 CURAD BANDAGES	10100-00000-0-0000-3140-430014-000-00	344.54
				Warrant Total:	**344.54**
				Vendor Total:	**344.54**
373-ZOOM IMAGING SOLUTIONS INC	511855017	PO-160031	2015-2016 OPEN PURCHASE OR	0100-09000-0-1110-1000-430000-100-82	151.67
		PO-160031	2015-2016 OPEN PURCHASE OR	0100-09000-0-5770-1110-430000-000-82	151.67
		PO-160029	2015-2016 OPEN PURCHASE OR	0100-09000-0-1110-1000-430000-100-82	346.08
		PO-160028	2015-2016 OPEN PURCHASE OR	0100-09000-0-1110-1000-430000-200-84	207.65
		PO-160030	2015-2016 OPEN PURCHASE OR	0100-09000-0-0000-7200-430014-000-86	222.22
				Warrant Total:	**1,079.29**
	511855018	PO-160031	2015-2016 OPEN PURCHASE OR	1200-61050-0-0001-1000-430000-000-82	151.67
				Warrant Total:	**151.67**

Paid Date(s) From: 8/1/2015 To: 8/31/2015

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
	511855019	PO-160031	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-430000-000-82	151.67
				Warrant Total:	**151.67**
				Vendor Total:	**1,382.63**

Paid Date(s) From: 8/1/2015 To: 8/31/2015

Total # of Warrants: **93** **Grand Total:** **244,275.41**

WCESD BOARD OF TRUSTEES

ITEM NO. VI.A.5(a)
DATE: September 8, 2015

SUBJECT TITLE: FCSS Teacher Induction and Educational Specialist Teacher Induction Program Agreement, 2015-16

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Approve FCSS Teacher Induction and Educational Specialist Teacher Induction Program Agreement, 2015-16 between the Fresno County Superintendent of Schools ("FCSS") and the Washington Colony Elementary School District ("District") for the 2015-16 school year.

BACKGROUND

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

CONSIDERATION

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

FINANCIAL IMPACT:

PLAN A- Participant Teacher (PT) $1000 plus additional $2000 per PT if FCSS provides Coach to support the PT for the (2015-2016).

FUNDING SOURCE:

General Fund (0100)

Moved by _____ Second _____

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

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

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

"School Year": 2015 - 2016

COVER

SCHOOL	FCSS
Washington Colony Elementary (" "/"School") Attn: Jesus Cruz, Superintendent 130 E. Lincoln Avenue Fresno CA 93706 Phone: 559 233-0706 Email: jesuscruz@washingtoncolony.org	Fresno County Superintendent of Schools **("FCSS")** Attn: Tannon Pafford, Director of Human Resources Fresno County Office of Education 1111 Van Ness Avenue Fresno, CA 93721 Phone: (559) 265-4070 Email: tpafford@fcoe.org
CONTRACT TERM (see § 3.1)	TERMINATION DURING CONTRACT TERM (see § 3.2)
"Effective Date": July 1, 2015 **"Termination Date":** June 30, 2016	Ground for Termination: With or without cause **"Notice Period"**: At least 45 days before the effective date of termination of this Agreement

PAYMENT ***(mark Plan A or Plan B below as applicable and complete as indicated)***:

X PLAN A – FCSS CONSORTIUM SCHOOL FEE TO FCSS: School **is a member** of the Fresno County Office of Education consortium **("FCOE Consortium")** and School shall pay FCSS, during the School Year on date(s) to be determined by FCSS, the following **"FCSS Fee"**(see §2.1): **(A)** if the Participating Teacher ("PT") has not previously participated in any teacher induction program resulting in the recommendation of a credential: $1,000, *plus* an additional $2,000 per PT if FCSS provides the Coach to support the PT during the School Year; or **(B)** if the PT previously completed any teacher induction program and has been recommended for a clear or level II credential as a result: $500 *plus* $2,000 per PT if FCSS provides the Coach to support the PT during the School Year. School shall also be responsible for reimbursement to FCSS (if, and only if, the Coach is provided by FCSS) all mileage fees, sub time fees, and any other costs incurred by FCSS related to its provision of services to School pursuant to this Agreement .

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

PLAN B – NON-CONSORTIUM SCHOOL FEE TO FCSS. School **is not a member** of the FCOE Consortium and the School shall pay to FCSS one of the following **"School Fee"** *per PT for the School Year* (see §2.2): **(A)** if the PT has not previously participated in any teacher induction program resulting in the recommendation of a credential, $2,000 *plus* an additional $2,000 per PT if FCSS provides the Coach to support the PT during the School Year; or **(B)** if the PT previously completed any teacher induction program and has been recommended for a clear or level II credential as a result, $500 *plus* $2,000 per PT if FCSS provides the Coach to support the PT during the School Year. School shall also reimburse FCSS (if, and only if, the Coach is provided by FCSS) any mileage fees, sub time fees, and another costs incurred by FCSS in connection with its provision of services to School pursuant to this Agreement.

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

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

_ School

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

Payor:

Attn:

Address:

Phone:

Signature: _____

Print Name:

Title:

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

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

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

SCHOOL	FCSS
By: _____	By: _____
Print Name: Jesus Cruz	Jim Yovino, Superintendent
Title: Superintendent	or Authorized Designee

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions contain the following Articles:

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

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

ARTICLE 1 SCOPE OF SERVICES AND OBLIGATIONS.

SECTION 1.1 RECITALS.

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

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

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

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

1.2.1 FISCAL ADMINISTRATION FOR TEACHER INDUCTION PROGRAMS.

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

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

1.2.2 STAFF. Employ the following staff:

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

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

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

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

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

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

1.2.4 IMPLEMENTATION OF INDUCTION PROGRAMS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.3.3 IMPLEMENTATION OF INDUCTION PROGRAMS. School shall:

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

1.3.3.2 Appoint a School Induction Program lead who will fulfill roles and responsibilities described in the Induction Program Handbook, including serving on the Clear Credential Advisory Committee and attending all scheduled meetings.

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

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

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

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

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

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

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

1.3.3.10 Provide PTs the opportunity to attend scheduled professional development training that correlates to their IIP focus.

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

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

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

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

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

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

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

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

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

1.3.6 INSTRUCTIONAL COACH QUALIFICATIONS, ROLES, AND RESPONSIBILITIES. School agrees to comply with and to ensure that each Coach whom School provides to provide support services to a PT shall sign and

comply with the terms and conditions set forth in Attachment 3, Instructional Coach Qualifications, Roles, and Responsibilities. Each completed and signed Attachment 3 shall become and constitutes a part of this Agreement.

1.3.7 PARTICIPATING TEACHER QUALIFICATIONS, ROLES, AND RESPONSIBILITIES. School agrees to comply with and to ensure that each of School's PT who participates in one or both Induction Programs shall sign and comply with Attachment 4, Participating Teacher Qualifications, Roles, and Responsibilities. Each completed and signed Attachment 4 shall become and constitutes a part of this Agreement. To participate in the GE Induction Program and/or the EC Induction Program, each PT shall be a contracted teacher with a Level 1 and/or Preliminary Credential employed by the School.

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

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

SECTION 1.6 RECORDS AND INFORMATION.

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

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

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

ARTICLE 2 PAYMENT.

SECTION 2.1 PAYMENT OF SCHOOL FEE TO FCSS BY CONSORTIUM SCHOOL. If School is a member of the FCOE Consortium, School shall pay to FCSS the fee in accordance with Plan A on the Cover.

SECTION 2.2 NON-CONSORTIUM SCHOOL PAYMENT OF SCHOOL FEE TO FCSS. If School is not a member of the FCOE Consortium, the School Fee shall be paid to FCSS in accordance with Plan B on the Cover.

ARTICLE 3 TERM AND TERMINATION OF AGREEMENT.

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

SECTION 3.2 TERMINATION DURING CONTRACT TERM.

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

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

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

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

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

ARTICLE 4 INSURANCE.

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

ARTICLE 5 INDEMNITY.

Each Party's indemnity, defense, and hold harmless obligations to the other Party under or related to this Agreement shall be governed solely by this Article. A Party **("Indemnitor")** shall: (A) indemnify and hold harmless the other Party **("Indemnitee")** to the full extent permitted by California laws for any Loss sustained by Indemnitee or a Third Party

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

ARTICLE 6 DISPUTE RESOLUTION.

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

ARTICLE 7 GENERAL PROVISIONS.

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

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

SECTION 7.3 INDEPENDENT CONTRACTOR, ASSIGNMENT, AND TRANSFER. Each Party is an independent contractor, and it and its officers, employees, and agents are not, and shall not represent themselves as, officers, employees, or agents of the other Party. This Agreement does not and shall not be construed to create an employment or agency relationship, partnership, or joint venture between the Parties. Each Party and its officer, employees, agents, and any other person performing services for or on behalf of the Party shall not have any right or claim against the other Party for wages or employee compensation, social security benefits, workers compensation benefits, health benefits, vacation, sick leave, or other employee benefits. Each Party shall not assign or transfer any or all of its obligations and/or rights under this Agreement, including by operation of law or change of control or merger, without the other Party's prior written consent, the Parties agreeing that this provision does not prohibit FCSS from contracting with one or more third parties to perform any of FCSS' obligations under this Agreement.

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

/ /

ATTACHMENT 1

SITE ADMINISTRATOR ROLES AND RESPONSIBILITIES

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

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

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

3. Select fully-credentialed teachers with a minimum of three years of exemplary teaching experience that meet Induction Program selection criteria (as stated on the Induction Coach Nomination Form) to work as Induction Coaches **("Coaches")** who will meet regularly for 1-2 hours per week with Participating Teachers **("PTs")** to provide the PT with on-going assistance, support, formative assessment, and monitoring of completion of the requirements for the Clear General Education Teaching Credential **(must be completed within two years)** and/or Clear Education Specialist Credential.

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

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

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

7. Conduct an initial orientation for PTs to introduce them to the staff and learning community, and to inform them about site resources, personnel, procedures, and policies.

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

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

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

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

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

13. Conduct training with all PT that includes: site and School safety/crisis response plans; fire, earthquake, evacuation and lock down drills; medication dispensary procedures; handling of hazardous materials and blood borne pathogens; CPR; epilepsy and asthma response; child abuse prevention mandated reporter training; parental rights and notification; discrimination, harassment, and sexual harassment policy; bus safety; first aid procedures; weapons on campus and conflict resolution; and guidelines for accessing and using outside speakers.

14. Be aware of each PT's Individual Induction Plan (IIP) and provide applicable professional development opportunities relating to that focus.

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

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ATTACHMENT 2

HUMAN RESOURCES CONTACT ROLES AND RESPONSIBILITIES

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

1. Understand the eligibility for the PT to participate in one or both Induction Programs.
2. Understand and notify eligible Participating Teachers **("PT")** that they must complete the Teacher Induction Program within two years.
3. At the point of hire, determine whether or not newly hired teachers qualify for one or both Induction Programs, using the Notification of Eligibility for Induction form provided by FCSS staff that is responsible for implementing the Induction Programs **("Induction Program Staff").**
4. Notify each PT of his/her responsibility to enter a professional teacher induction program and complete the Notification Form.
5. Forward a copy of the completed Notification Form, along with a copy of the PT's credential, to Induction Program Staff within 15 working days of the date on which the PT was hired.
6. Provide a copy of the completed Notification Form to the PT and retain one copy for the School's records.

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ATTACHMENT 3

INDUCTION COACH QUALIFICATIONS, ROLES, AND RESPONSIBILITIES

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

Print Name:_____ District:_____

Signature:_____ School Site:_____

Date:_____ Grade/Subject:_____

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

1. Commitment to work with the PT for at least two school years.
2. Work collaboratively with the PT by meeting on a set day and time a minimum of 1-2 hours per week for planning, coaching, problem solving assistance, facilitating reflective practice, completing the Formative Assessment for California Teachers **("FACT")** Modules. I understand that the PT's failure to complete modules in a timely manner will result in meetings with FCSS staff who are responsible for implementing the Programs **("Induction Program Staff")** and/or notification to my School's site administrator.
3. Provide on-site support to the PT through lesson development, lesson observation, lesson demonstration, lesson debrief, and student work analysis as may be appropriate.
4. Participate in all Coach trainings, network meetings, and other related events or activities to acquire the skills needed to implement formative assessment and to provide specific support based on the California Standards for the Teaching Profession **("CSTP")**.
5. Complete and submit to Induction Program Staff monthly collaboration logs as evidence of monthly collaboration with PTs.
6. Participate in local and State evaluation activities of the Induction Programs and their operations (i.e. surveys, questionnaires, and interviews).
7. Guide and assist the PT to develop and implement, and periodically revise an Individual Induction Plan (IIP) and to collect evidence required for credential completion within **two years** of the Formative Assessment System.
8. Attend an intake meeting and guide and assist the PT to develop an ES Induction Program IIP based on a Menu of Options. (Only applicable to ES Induction Program Coaches).
9. Assist the PT in demonstrating application of the CSTP and State-adopted frameworks and adopted curriculum materials in one content area within the context of instructional practice, showing response to individual diverse student needs beyond what was demonstrated for the preliminary credential.
10. Understand and agree: (A) School may make a stipend available for work performed outside of regular work hours, completion of FACT Modules, and required documentation; (B) my failure to fully perform in accordance with this Attachment or submit documents on time will result in a loss or reduction of the stipend, if any stipend is provided by School; (C) PT's participation in an Induction Program has no bearing on, and plays no part in, the PT's formal evaluation process in the School; and (E) Coach effectiveness survey information will be collected, analyzed, and shared with applicable stakeholders, used in state reporting, and considered for future individual nomination.
11. Maintain appropriate confidentiality and professional discretion concerning my work with the PT.
12. If either the PT or I are dissatisfied with the pairing, contact the Induction Program Staff at the earliest practical opportunity.

//

ATTACHMENT 4

PARTICIPATING TEACHER, QUALIFICATIONS, ROLES, AND RESPONSIBILITIES

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

Print Name:_____ District:_____

Signature:_____ School Site:_____

Date:_____ Grade/Subject:_____

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

1. Work collaboratively with my assigned Induction Coach **("Coach")** by meeting on a set day and time a minimum of 1-2 hours weekly, and communicating on a regular basis.
2. Collaborate with my Coach to complete and submit to FCSS staff who are responsible to implement the Programs (**"Induction Program Staff"**) collaboration logs.
3. Work collaboratively with my Coach to develop an IIP that includes professional growth objectives based on formative assessment results.
4. Attend regularly scheduled meetings, trainings, and workshops related to induction requirements, and bring all required materials to the network meetings.
5. Attend an intake meeting to develop an ES Induction Program IIP and Menu of Options.
6. All Level 1, PTs must complete additional requirements. Any and all costs related to the additional requirements are the responsibility of the PT. (Only applicable to ES Induction Program PT).
7. Effectively use the Continuum of Teaching Practice **("CTP")** as a guide for self-assessment.
8. Complete the Formative Assessment for California Teachers **('FACT")** modules in collaboration with my Coach. I understand that failure to complete modules in a timely manner will result in additional meetings with the Induction Program Staff and/or notification to my School Site Administrator.
9. Collect all required evidence in a Digital Professional Induction Portfolio that demonstrates knowledge and application beyond what was demonstrated for the preliminary credential.
10. Participate in local and State evaluation activities of the Induction Program(s) and their operations (i.e. surveys, questionnaires, and interviews).
11. Understand the following: (A) my participation in an Induction Program has no bearing on, and plays no part in, my formal evaluation process in the School; (B) I am expected to complete the Induction Program(s) within 2 school years; (C) I may request an extension by completing an Induction Program Extension Request only if personal catastrophic incidents or illness prevent me from completing the Induction Program(s) within the two years; (D) an early/alternate completion option is available for qualified teachers with at least one year of teaching experience; (E) I must successfully complete **all Induction Program requirements** within two school years in order to be recommended for my Clear Teaching Credential; and (F) Feedback on my Coach's effectiveness will be collected, analyzed, and shared with applicable stakeholders, used in state reporting, and considered for future Coach nomination.
12. If either I or the Coach assigned to assist me are dissatisfied with the pairing, contact Induction Program Staff at the earliest practical opportunity.
13. I also hereby consent to the recording and/or transmission of my image and/or voice (hereinafter "my appearance") during my participation in the Induction Program, and I further grant my consent to FCSS to use,

reuse, transmit, exhibit, publish and distribute my appearance, in whole or in part, without restriction and without compensation, now and in the future, for instructional, promotional, artistic, trade, commercial or other purposes.

☐ YES ☐ NO

14. By initialing below, I verify that I have engaged in an entrance meeting with the Induction Consortium staff and have been informed of the following:

Initials

_____ The Induction Program and my responsibilities to the program were described to me.

_____ The requirements for obtaining my Clear credential were explained to me.

_____ My eligibility for the Induction Program was explained to me, along with the requirement to enter an induction program if my primary credential was issued after August 30, 2004.

_____ I have been informed of the availability and requirements for the Early Completion Option (SB 57). (GE Induction)

_____ I have reviewed and understand the Advice and Assistance Process for the FCSS GE and ES Induction Program(s).

_____ I understand that my participation in the Induction Program will be monitored and documented. This monitoring includes ongoing portfolio reads and may include additional advice and assistance. Lack of adequate progress may be reported to my employer.

_____ I understand that the Induction Program may be extended if personal **catastrophic incidents or illness** prevent me from completing the Induction Program **within two years**. I understand that this extension is offered according to stated program criteria and can only be offered at my request.

_____ My responsibility to attend required network meetings, optional assistance meetings, and optional professional development activities was explained to me.

_____ My responsibility to accumulate evidence of professional growth in relation to the following was explained to me: Formative Assessment, *The California Standards for the Teaching Profession*, completion of two Individual Induction Plans (IIPs), and completion of Induction Standards. This evidence will be placed in my digital induction portfolio.

_____ I am required to complete induction in order to clear my credential. Should I fail to enter an induction program, I understand that this would jeopardize the completion of the program within **two years**.

_____ Should I fail to complete the induction program requirements within two years, my progress toward completion will be reported to my employer.

_____ Should I not enroll in the Fresno County Superintendent of Schools' Induction Program, I will write a letter to the director of same indicating that I understand my responsibility to clear my credential and how I intend to clear my credential. **Under such circumstances, I absolve the consortium from its responsibility to provide me with an induction program**.

WCESD BOARD OF TRUSTEES

ITEM NO. VI.A.5(b)
DATE: September 8, 2015

SUBJECT TITLE: Parent Training FCOE Parent Services Center (PSC) Agreement, 2015-16

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Approve and Ratify the Parent Training FCOE Parent Services Center (PSC) Agreement, 2015-16 between the Fresno County Superintendent of Schools ("FCSS") and the Washington Colony Elementary School District ("District") for the 2015-16 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 2014-15 school year.

FINANCIAL IMPACT:

Contract Amount ($17,229)

FUNDING SOURCE:

After School Program, Family Literacy Grant or Alternative Funding

Moved by _____ Second _____

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

PARENT TRAINING AGREEMENT

("Agreement")

Legal Doc./Contract No. of this signed Agreement ***(FCOE 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: jcruz@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)	TERMINATION DURING CONTRACT TERM (see § 3.2)
"Effective Date": August 01, 2015 **"Termination Date"**: June 30, 2016	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
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) *workers 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	**Understanding Local Control Accountability Plan (LCAP)**: This training provides an overview of the LCAP. Local Control Funding Formula (LCFF) attempts to distribute local tax dollars and State funding to schools, through a formula that recognizes particular groups of students, based on greatest need. The Local Control Accountability Plan (LCAP) is a document that districts must complete and certify as part of the annual budget adoption. The LCAP must provide a picture of how budget priorities will meet the needs of three particular subgroups. English Learners (EL Students), group home and foster children, and students from socio-economically distressed households.	ES MS HS	1	2 hours	$800
T2	**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
T3	**California Standards:** This training provides a general overview of the benefits of the new California Standards (Formerly Common Core) and what each grade level is expected to know for all students to be college and career ready by high school graduation. Tips and ideas will be provided to parents who have the tools needed to prepare their child for these new standards.	ES MS HS	1	2 hours	$800
T4	**Truancy and Attendance (SARB):** This training covers the relationship between regular school attendance and academic success. It explores the causes of truancy as well as consequences for parents, and provides methods to help parents address this issue.	ES MS HS	1	2 hours	$800
T5	**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 that 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)
T6	**Leadership Skills Training:** This training covers the knowledge and skills to function in leadership roles. It gears toward participants who are or will be holding a position as leaders.	ES MS HS	1	2 hours	$800
T7	**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
T8	**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)

	Training	Targeted Audience	No. of Session in Training	Duration of Each Session	**"Training Fee"** per Training
T9	**Healthy Ways to Work Out Problems:** This training begins with parents thinking of ways to address common problems in their lives which gives 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
T10	**Social and Emotional Changes:** This training covers the many developmental stages 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
T11	**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 influence, and explore how parents can help their children avoid negative influences.	MS HS	1	2 hours	$800
T12	**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)
T13	**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
T14	**California High School Exit Exam (CAHSEE):** This training discusses in depth the importance of the high school exit exam. It teaches parents what contents will be covered, and how they can help their child prepare for this test.	HS	1	2 hours	$800
T15	**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
T16	**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 and parents will learn to play a role in this process.	HS	1	2 hours	$800
T17	**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
T18	**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)
T19	**Computer Literacy Skills:** Parents will acquire basic computer skills. Microsoft Word as well as Internet Explorer and Google Chrome will be introduced.	ES MS HS	12	2 hours	$7,200 ($600/ session)

	Training	Targeted Audience	No. of Session in Training	Duration of Each Session	**"Training Fee"** per Training
T20	**Bullying (Cyber) Awareness:** This training covers the various forms of bullying, and 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	2	2 hours	$1,600 ($800/ session)
T21	**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	1	2 hours	$800
T22	**Parenting/Teen 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 birth to 19 year of age. Assertive discipline that inspires cooperation is covered as well as consequences verses punishment discipline approaches.	MS HS	8	2 hour	$4,800 ($600/ session)
T23	**PASSport to Success:** Parent Assuring Student Success (PASSport to Success) training is designed to make a world of difference in the partnership between the school and the home. Parents who follow this pathway to success will learn how to help their children travel to new heights in their academic endeavors.	ES	8	2 hours	$4,800 ($600/ session)
T24	**Helping Your Child with Homework:** This training offers proven strategies parents can use to help their children with homework.	ES	1	2 hours	$800
T25	**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
T26	**Understanding Report Cards and Test Scores:** Recognizing details appear in a report card will help parents understand their child's academic areas of strengths and weaknesses. This training will cover all details of a report card by providing tips to parents on how to make improvement on specific academic and/or non-academic areas.	ES	1	2 hours	$800
T27	**The Three Types of Discipline:** This training examines three major approaches to discipline and how each can have negative and/or positive impact on children's behavior and development.	ES	1	2 hours	$800
T28	**Fatherhood/Father Involvement:** This training stresses the importance of a father's role in a child's education. It highlights the impact a father has on a child's emotional and physical development, as well as the child's academic performance.	ES	1	2 hours	$800
T29	**Home Environment:** This training covers how a home environment can play a critical role in a child's learning. Parents will learn how to create a print rich environment and a special study area to support their child's academic success.	ES	1	2 hours	$800
T30	**Financial Literacy:** This training offers strategies parents can use to manage their financial resources to ensure academic success for their children.	ES MS HS	1	2 hours	$800
T31	**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

	Training	Targeted Audience	No. of Session in Training	Duration of Each Session	**"Training Fee"** per Training
T32	**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
T33	**Family Math:** Parents and their children will learn different ways to address the math facts taught in grades 1 through 4. The family-oriented training includes addition, subtraction, multiplication, division of whole numbers and fractions.	ES	1	2 hours	$800
T34	**Family Reading:** This training introduces parents to the importance of reading, writing, and communication skills for students in grades 1 through 4. Parents and their children will learn various methods to support and improve their child's ability to read at grade level and beyond.	ES	1	2 hours	$800
T35	**Family Science:** This training offers opportunities for parents and children to work and learn together. Hands-on materials let families explore the ways in which science and engineering plays a role in a daily life.	ES MS	1	2 hours	$800
T36	**Test Taking Tips:** This training offers proven study tips and study skills parents can use to help their children to prepare for tests.	ES MS	1	2 hours	$800

/ /

WCESD BOARD OF TRUSTEES

ITEM NO. VI.A.5(c)
DATE: September 8, 2015

SUBJECT TITLE: Glacier Refrigeration & Air Inc. AC unit replacement

Action ___√___ Discussion _____ Information _____

RECOMMENDATION
Ratify and approve AC unit replacement proposal with Glacier Refrigeration & Air Inc.

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 AC unit in room 13 was replaced and installed by Glacier Refrigeration & Air Inc. on August 19, 2015.

FINANCIAL IMPACT:
Contract Amount ($10,874.79)

FUNDING SOURCE:
General Fund (010

Moved by _____ Second _____

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

SERVICE ORDER 37604

GLACIER
REFRIGERATION & AIR, INC.
CA LIC #672042

REMITTANCE ADDRESS:
1200 VALLEY VIEW STREET
SELMA, CA 93662
559.891.0549 Office
559.891.0526 Fax

1309 BLACKSTONE AVENUE
FRESNO, CA 93703
559.497.6920 Office
559.497.6925 Fax

E-MAIL: glacierref@sbcglobal.net

BILL TO: _____

CUSTOMER P.O. #

THIS WORK IS TO BE: ☐ C.O.D. ☑ CHARGE ☐ NO CHARGE

NAME	Warrington County Firebaugh
STREET	PO C Union
CITY	Firebaugh CA 93622
PHONE	(559) 7[illegible]
DATE	5/20/15
TECHNICIAN	Adam / Jacob / Tommy
AUTH. BY:	Jeff
WORK TO BE PERFORMED	Install A/C

ENVIRONMENTAL CHECK LIST

WORK PERFORMED	QTY.	AMOUNT
☐ RECOVERED		
☐ RECYCLED		

MAKE	Carrier
MODEL	48TCLH5A2A5HA6HO
SERIAL NUMBER	1915G09019
MAKE	
MODEL	
SERIAL NUMBER	

QTY	MATERIALS & SERVICES	UNIT PRICE	AMOUNT
	REFRIGERANT LBS.		
1	Carrier unit		
1	Gas flex 1/2 x 1/2 x 60		
1	PVC [illegible] 5ft		
1	3/4 [illegible] 3/4 in		
3	90 - 3/4 in		
1	T 3/4 in		
1	Disconnect 30A 240V 3P		
	Non Fused		
1	Misc Hardware		
1	Misc Electrical		
	~~FILTERS~~ X X		
	~~FILTERS~~ X X		
	~~BELTS~~		
	TOTAL MATERIALS		

HRS.	LABOR	RATE	AMOUNT
	Adam		
	Jacob		
	Tommy		
	TOTAL LABOR		

DESCRIPTION OF WORK PERFORMED

Install new A/C unit. Put new electrical whip run electrical to unit. Put new gas line. Set transition and seal A/C unit. Put new condensate drain. Replace new T-stat, test unit operation good.

RECOMMENDATIONS

☐ REGULAR ☐ WARRANTY ☐ OVERTIME

I HAVE AUTHORITY TO ORDER THE WORK OUTLINED ABOVE WHICH HAS BEEN SATISFACTORILY COMPLETED. I AGREE THAT SELLER RETAINS TITLE TO EQUIPMENT / MATERIALS AT SELLER'S EXPENSE. ANY DAMAGE RESULTING FROM SAID REMOVAL SHALL NOT BE THE RESPONSIBILITY OF SELLER.

ALL ACCOUNTS PAST 30 DAYS WILL HAVE FINANCE CHARGE AT THE RATE OF 1 1/2% PER MONTH (ANNUAL PERCENTAGE RATE 18%) PLUS ATTORNEY FEES SHOULD ACTION BE TAKEN TO COLLECT THE BILL THE DEFENSE OF STATUTE OF LIMITATIONS IS HEREBY WAIVED.

CUSTOMER SIGNATURE _____ DATE _____

LIMITED WARRANTY: ALL MATERIALS, PARTS AND EQUIPMENT ARE WARRANTED BY THE MANUFACTURERS' OR SUPPLIERS' WRITTEN WARRANTY ONLY. ALL LABOR PERFORMED BY THE ABOVE NAMED COMPANY IS WARRANTED FOR 30 DAYS OR AS OTHERWISE INDICATED IN WRITING. THE ABOVE NAMED COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND ITS AGENTS OR TECHNICIANS ARE NOT AUTHORIZED TO MAKE ANY SUCH WARRANTIES ON BEHALF OF ABOVE NAMED COMPANY.

TERMS:	WARRANTY
NET 30	90 DAYS LABOR
DUE NOW	1 YEAR PARTS

Thank You

TOTAL SUMMARY

TOTAL MATERIALS		
TOTAL LABOR		
CRANE/ FREIGHT		
ENVIRONMENTAL CHARGE		
TRUCK CHARGE		
TAX		
TOTAL	10874	19

WCESD BOARD OF TRUSTEES

ITEM NO. VI.A.6
DATE: September 8, 2015

SUBJECT TITLE: CONFERENCE ATTENDANCE

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Consider authorizing attendance participation to Board Trustee Dack, Trustee Mathew, Trustee Aguilar, Trustee Chavez and Superintendent/Principal Mr. Cruz to attend the CSBA Annual Education Conference 2015 at San Diego, California December 3 - 5, 2015.

BACKGROUND

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

Moved by _____ Second _____

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

Search...

Reasons to Attend
Contact Information

Conference Program

Schedule-at-a-Glance
Session Search
Welcome Executive Assistants
General Session Speakers
The Juanita Haugen Memorial Lecture on Civic Education
Pre-Conference Activities
Student Board Member Program
Future Annual Conferences

AEC Registration

AEC Registration
Housing Registration
Frequently Asked Questions
Registration Cancellation

Sessions

Session Search
2014 General Session Recordings
AEC 2014 program book archive

registration
housing
general sessions
workshops

Schedule-at-a-Glance

Wednesday, December 2

Pre-Conference:
Orientation for New Trustees
Legal Symposium
Board Presidents Workshop

Thursday, December 3

8:30 – 9:45 a.m.	Sessions *(Workshops)*
10:00 – 11:15 a.m.	Sessions *(Workshops)*
9:00 a.m. – 1:30 p.m.	Trade Show Hours
Noon – 1:15 p.m.	Luncheons
1:30 – 3:15 p.m.	First General Session
1:30 – 5:15 p.m.	Student Board Member Program
3:15 – 5:00 p.m.	Trade Show Hours & Prize Drawing
4:00 – 5:15 p.m.	Sessions *(Workshops and Critical Issues)*

Friday, December 4

7:00 – 8:15 a.m.	Breakfasts
7:30 – 5:15 p.m.	Executive Assistants Program
8:30 – 3:45 p.m	Student Board Member Program
8:30 – 9:45 a.m.	Sessions *(Workshops, Critical Issues & Table Talks)*
10:00 – 11:15 a.m.	Sessions *(Workshops, Critical Issues & Table Talks)*
9:00 a.m. - 1:30 p.m.	Trade Show Hours
Noon – 1:15 p.m.	Luncheons
1:30 – 3:15 p.m.	Second General Session

3:15 – 4:30 p.m.	Trade Show Hours & Prize Drawing
4:00 – 5:15 p.m.	Sessions *(Workshops and Critical Issues)*

Saturday, December 5

7:00 – 8:15 a.m.	Breakfasts
8:30 – 9:45 a.m.	Sessions *(Workshops, Critical Issues and Golden Bell Table Talks)*
10:00 – Noon	Third General Session
11:45 a.m. – 2:00 p.m.	Golden Bell Awards Luncheon
2:00 p.m.	Conference Adjourns

CSBA Home
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AEC Registration
Housing Registration
Frequently Asked Questions
Registration Cancellation

Sessions

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registration
housing
general sessions
workshops

AEC Registration

To begin your registration, please refer to the email sent to you on Friday, June 19 containing your unique Member ID Number.

register for aec

AEC Registration Planning Tool

Innovation. Inspiration. Education. Get the tools to improve student learning and achievement at AEC 2015. Whether it's the general sessions, the workshops/critical issue sessions, the trade show floor or the networking and learning, CSBA offers a leadership development opportunity for governance teams to invest in the future of their students.

Conference registration rates for CSBA Members*

Early registration
June 22 - August 3
$475

Regular registration
August 4 - November 6
$490

Late registration
November 7 - December 3
$575

Conference Hotels

Marriott Marquis San Diego Marina
Headquarters hotel
$249 per night (single or double)

Manchester Grand Hyatt San Diego
$249 (single or double)

Wyndham San Diego Bayside
$149 (single or double)

Westin San Diego Gaslamp
$219 single or double

Embassy Suites San Diego Bay Downtown
$239 single or double

Hilton San Diego Gaslamp Quarter
$249 single or double

* Individual board members, administrators, teachers and staff are considered members of CSBA if their district or county office is a member.

WCESD BOARD OF TRUSTEES

ITEM NO. VI.B.1
DATE: September 8, 2015

SUBJECT TITLE: OFFER OF EMPLOYMENT FOR TEACHER (Classroom Teacher 3rd grade)

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Approve offer of employment for Lili Espinosa for the third grade 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 Lili Espinosa who meets all qualifications established by law and the Board for the 3rd grade Teaching Position.

Moved by _____ Second _____

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

WCESD BOARD OF TRUSTEES

ITEM NO. VI.B.2
DATE: September 8, 2015

SUBJECT TITLE: OFFER OF EMPLOYMENT FOR CLASSIFIED EMPLOYEE

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Approve offer of employment for Rose Gonzales, Cafeteria Clerk (Part-time 6 hrs)

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 Rose Gonzales who meets all qualifications established by law and the Board for the position of Cafeteria Clerk (Part-time 6hrs.)

Moved by _____ Second _____

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

WCESD BOARD OF TRUSTEES ITEM NO. VI.B.3
DATE: September 8, 2015

SUBJECT TITLE: INTERDISTRICT ATTENDANCE PERMITS

Action √ Discussion _____ Information _____

RECOMMENDATION

Ratify action on Interdistrict Attendance Permit request for the 2015-16 school year.

BACKGROUND

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

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

CONSIDERATION

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

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

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

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

Moved by _____ Second _____

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

WCESD BOARD OF TRUSTEES ITEM NO. VI.C.1
DATE: September 8, 2015

SUBJECT TITLE: Annual Public Hearing and Resolution on Sufficiency of Instructional Materials

Action √ Discussion _____ Information _____

RECOMMENDATION:
Adopt Resolution No. 15/16-04 *Resolution Regarding Sufficiency or Insufficiency of Instructional Materials*. Certify that as of this date, each pupil in the district has been provided with a standards-aligned textbook or basic instructional materials in History/Social Science, Mathematics, Reading/Language Arts, and Science.

BACKGROUND:

California *Education Code (EC)* Section 60119 requires that the governing board of a school district hold an annual instructional materials public hearing to determine whether the district has sufficient standards-aligned textbooks and instructional materials.

EC 60199 requires that each governing board:

- Hold a public hearing on or before the end of the eighth week from the first day pupils attend classes.
- Determine at the hearing whether " . . . each pupil in each school in the district has sufficient textbooks or instructional materials or both . . . " This is defined as each pupil, including English Language Learners, having a "standards-aligned textbook or instructional materials, or both, to use in class and to take home." The language does not require two sets of textbooks or instructional materials for each pupil regardless of whether homework is assigned. The use of "class sets" of instructional materials is insufficient. The requirement for sufficient textbooks may not be satisfied by photocopied sheets from a portion of a textbook or by instructional materials photocopied in response to a shortage.
- Determine whether each pupil enrolled in a foreign language or health course has sufficient standards-aligned textbooks or instructional materials.
- Determine whether laboratory science equipment is available to students in grades 9-12 enrolled in science laboratory courses.
- Adopt a resolution stating whether textbooks and instructional materials are sufficient.

Moved by _____ Second _____

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

- Disclose in the Board resolution the percentage of pupils in each school who lack sufficient standards-aligned materials to the public and to classroom teachers, if an insufficiency exists, and the reasons for the insufficiency.
- Remedy any insufficiency identified at the hearing within two months of the beginning of the school year. The action cannot be one that would require reimbursement by the Commission on State Mandates.
- Notice of the hearing must be posted at least ten days in advance in at least three public places within the district. The notice must state the time, place and purpose of the hearing. The hearing may not be held during or immediately following school hours.

Failure to comply with this requirement can result in the loss of 2010-11 State Instructional Materials funding. A district's compliance with *EC* 60119 is subject to verification by the district's auditors. The finding of an audit exception can impact a district's receipt of funding.

Governing boards are also required to certify compliance with all regulations regarding Instructional Materials per *EC* 60422(a) and California Code of Regulations Title 5, Section 9531(a). The governing board may schedule this certification in conjunction with the annual public hearing required for instructional materials. The certification must be kept on file for auditing purposes and must be renewed each time there is a new primary state adoption of standards-aligned instructional materials for grades K-8 in history/social science, mathematics, reading/language arts, and science.

FINANCIAL IMPACT:
Not Applicable

FUNDING SOURCE:
Not Applicable

Moved by _____ Second _____

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

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

RESOLUTION NO. 15/16-04

RESOLUTION REGARDING SUFFICIENCY OR INSUFFICIENCY OF INSTRUCTIONAL MATERIALS

WHEREAS, the governing board of Washington Colony Elementary School, in order to comply with the requirements of *Education Code* Section 60119 held a public hearing on September 8, 2015, at 6:30 p.m., which is on or before the eighth week of school (between the first day that students attend school and the end of the eighth week from that day) and which did not take place during or immediately following school hours, and;

WHEREAS, the governing board provided at least 10 days notice of the public hearing posted in at least three public places within the district that stated the time, place, and purpose of the hearing, and;

WHEREAS, the governing board encouraged participation by parents, teachers, members of the community, and bargaining unit leaders in the public hearing, and;

WHEREAS, information provided at the public hearing and to the governing board at the public meeting detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the district, and;

WHEREAS, the definition of "sufficient textbooks or instructional materials" means that each pupil has a textbook or instructional materials, or both, to use in class and to take home, and;

WHEREAS, sufficient textbooks and instructional materials were provided to each student, including English learners, that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks in the following subjects:

- Mathematics – Houghton Mifflin Harcourt; Math Expressions Common Core (K-5); CPM Core Connections; CPM Educational Program (6-8)
- Science – Harcourt School Publishers (K-5); Holt Rinehart & Winston (6-8)
- History-Social Science – Pearson Scott Foresman (K-5); Glencoe/McGraw Hill (6-8)
- English/language arts, including the English language development component of an adopted program – Houghton Mifflin (K-6); McDougal Littel (7-8); Hampton Brown (ELD 4-8)

THEREFORE, it is resolved that for the 2015-2016 school year, the Washington Colony Elementary School District has provided each pupil with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

Bob Dack, President

Mark Aguilar, Clerk

WCESD BOARD OF TRUSTEES

ITEM NO. VI.C.2
DATE: August 11, 2015

SUBJECT TITLE: CURRICULUM/INSTRUCTION/ASSESSMENT

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Approve the Sierra Outdoor School 6th grade Camp between Clovis Unified School District 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

The Governing Board believes that, all students have the right to be educated in a positive learning environment free from disruptions. Students shall be expected to exhibit appropriate conduct that does not infringe upon rights of others or interfere with the school program while on school grounds, while going to or coming from school, while at school activities, and while on district transportation. Washington Colony 6th grade students (35) and 6th grade teachers (3) and Adult Chaperones (4) will be attending the 6th grade educational over-night camp field trip at the Sierra Outdoor School (Located at 15700 Old Oak Ranch Road Sonora CA 95370) scheduled for January 20-22, 2016.

FINANCIAL IMPACT:

$175 per student and teacher participant

FUNDING SOURCE:

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

Moved by _____ Second _____

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

CLOVIS UNIFIED SCHOOL DISTRICT
SIERRA OUTDOOR SCHOOL
Janet Young, Ed.D., Superintendent
15700 Old Oak Ranch Road, Sonora, California 95370
AGREEMENT

THIS AGREEMENT, is made and entered into between CLOVIS UNIFIED SCHOOL DISTRICT (hereinafter "CUSD") and (hereinafter "Group/School/District").

Washington Colony

WITNESSETH

WHEREAS, CUSD operates an outdoor education facility known as the Sierra Outdoor School ("SOS"), which is located at 15700 Old Oak Ranch Road, Sonora, California 95370. The SOS has available lodging and teaching facilities for students to learn about nature and the environment.

WHEREAS, CUSD desires to make available and Group/School/District desires to have its students or members ("participants") use the SOS' lodging and teaching facilities for the purpose of teaching them about nature and the environment and other educational purposes.

WHEREAS, it is mutually beneficial for CUSD and Group/School/District to have the arrangement as set forth in this Agreement.

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

I. GROUP/SCHOOL/DISTRICT SHALL:

A. Provide transportation for its participants and personnel to and from the SOS, and to and from classes and activities while at the SOS in accordance with a schedule to be formulated by the Director of the SOS or his or her designee, and the Group/School/District. Provide one vehicle (i.e., automobile or van) that could be used if someone has to leave unexpectedly or be transported for medical care.

B. Provide one teacher/supervisor per class during the period that its participants attend the SOS.

C. Provide adult chaperones during the period that its students are in attendance at the SOS at a minimum ratio of one adult to ten students (1:10) in addition to the classroom teacher, group leader or supervisor.

D. Pay a $1.00 lab fee per participant for owl pellets and a $1.00 lab fee per participant for arrow heads class if these classes are selected during the schools visit.

E. Cooperate with the SOS's staff in availing the teachers, supervisors and adult chaperones of the necessary pre-attendance planning or post-attendance follow-up to ensure that the objectives of the program are carried out.

F. Ensure that participants are equipped with suitable clothing and bedding while attending said program.

G. Ensure that each person attending the SOS has received all immunizations required by the California Health and Safety Code, including but not limited to those set forth in Sections 3380 et seq. and 120325 et seq., and that each person has no disease or health condition which is contagious or communicable to other persons.

H. Provide, at its own expense throughout the term of this Agreement, general liability insurance that provides coverage for bodily injury, property damage, and personal injury arising out of the actual or alleged acts, omissions or negligence of Group/School/District and/or its officers, employees, agents, students, or volunteers relating to this Agreement. Such insurance coverage shall be in an amount equal to the greater of (1) the insurance currently maintained by Group/School/District or (2) $1,000,000 per occurrence for bodily injury, property damage and personal injury. CUSD and its Board of Trustees and members thereof, officers, employees, agents and volunteers shall be named as additional insureds on the general liability insurance. Group/School/District shall also ensure that insurance coverage is provided for all vehicles and automobiles that will be used for transportation at the SOS in an amount of not less than One Million Dollars ($1,000,000) per occurrence.

I. Provide SOS with the projected number of participants as indicated on the signature page of this Agreement and agree that the Group/School/District will be responsible for payment for no less than 95 percent of the projected number of participants, in the event that the actual numbers of participants are less then 100% of the projected numbers.

J. Request, in writing, at least 30 days prior to arrival, space for additional participants. These requests will be granted as space is available.

K. Make payment for the actual number of participants or 95% of projections for the Group/School/District who will attend the SOS within (30) days of receipt of billing by CUSD.

L. NOTIFY THE SOS (30) DAYS BEFORE THE SCHEDULED ATTENDANCE DATE OF THE ACTUAL NUMBER OF PARTICIPANTS, INCLUDING A COMPUTER GENERATED LIST FROM THE GROUP/SCHOOL/DISTRICT'S CLERK IDENTIFYING ANY FREE OR REDUCED STUDENTS. IF PARTICIPANT NUMBERS FALL TO OR BELOW 95% OF PROJECTIONS LISTED ON THIS AGREEMENT, THE BILLING WILL REFLECT A RATE ASSESSED BASED ON NO MORE THAN 95% OF ORIGINAL PROJECTED NUMBERS.

M. Indemnify, defend and hold harmless CUSD and its Board of Trustees and members thereof, officers, employees, agents and volunteers from and against actions, causes of action, damage, liability, loss, claims, costs and expenses, including attorney's fees and costs, for damages to property or injuries to person arising out of the acts or omissions of the Group/School/District and/or its officers, employees, agents, volunteers or students related to this Agreement.

N. Ensure that all Group/School/District employees, agents and volunteers who will be at SOS have complied with finger printing and background checks as required by applicable laws, including but not limited to Education Code sections 45125 et seq.

O. Provide the special education, related services, supplementary aids and services, accommodations, and/or modifications required by the Individuals with Disabilities Education Act ("IDEA"), its implementing regulations, and related California law and regulations, and/or Section 504 of the Rehabilitation Act of 1973 ("Section 504"), as specified in the individualized education program ("IEP") or Section 504

Plan or Medical Care Plans of its participants. Also any transportation as required by a participant's IEP or Section 504 Plan or Medical Care Plan shall be provided to and from the SOS, and to and from scheduled SOS classes and activities by the Group/School/District.

P. Due to CUSD's waiting list, return a signed copy of this Agreement before **4-24-15** to maintain an existing time slot. Failure to do so before this date may result in a forfeiture of the time slot. In the event that the Group/School/District is waiting for school board approval and is unable to return the Agreement by the specified date, a **$1000.00 non-refundable deposit must be received by SOS by 4-24-15 to reserve the time slot for 30 days.** This deposit will be applied to the invoice at the completion of your stay.

II. CUSD SHALL:

A. Where requested, provide a program in outdoor science, conservation, and environmental education in accordance with standards as set forth by the California State Department of Education.

B. Provide, at its own expense throughout the term of this Agreement, general liability insurance that provides coverage for bodily injury, property damage, and personal injury arising out of the actual or alleged acts, omissions or negligence of CUSD and/or its officers, employees, agents, students, or volunteers relating to this Agreement. Such insurance coverage shall be in an amount equal to the greater of (1) the insurance currently maintained by CUSD or (2) $1,000,000 per occurrence for bodily injury, property damage and personal injury.

C. Provide basic first aid supplies for participants and other personnel of the Group/School/District during the period they are attending the SOS.

D. Have the sole discretion to prohibit or exclude any person from the SOS for health or safety reasons, including but not limited to communicable or contagious diseases, disciplinary problems, or other acts or conditions which in CUSD's determination threatens the health or safety of other persons attending the SOS.

E. Where requested, provide food and food services for participants during their stay at the SOS (Monday through Sunday).

F. Provide an instructional packet for the Group/School/District prior to arrival at the SOS. This packet will include instructions, a map, clothing and equipment lists. This information is available online at www.clovisusd.k12.ca.us/SOS.

G. Indemnify, defend and hold harmless Group/School/District and its officers, employees, agents and volunteers from and against actions, causes of action, damage, liability, loss, claims, costs and expenses, including attorney's fees and costs, for damages to property or injuries to person arising out of the acts or omissions of CUSD and/or its officers, employees, agents, volunteers or students related to this Agreement.

III. PAYMENT AND ADMINISTRATIVE FEE.

A. In consideration for the services performed, the Group/School/District agrees to pay CUSD a per participant fee of

$ **175.00**

for the actual cost of providing an instructional program, use of facilities, and for continuing capital outlay expenditures, maintenance, and other costs of the program pursuant to sections 8763 and 8764 of the California Education Code.

B. RESERVATIONS ARE MADE A YEAR IN ADVANCE TO LOCK IN SPECIFIC DATES. IF THE GROUP/SCHOOL/DISTRICT'S PROJECTED PARTICIPANT NUMBERS FALL TO OR BELOW 95%, IT WILL BE BILLED BASED ON 95% OF THE NUMBERS LISTED ON THIS AGREEMENT AT SIGNING.

C. AN ADMINSTRATIVE FEE, AS SET FORTH BELOW, SHALL BE CHARGED TO AND PAID BY THE GROUP/SCHOOL/DISTRICT FOR TERMINATING THIS AGREEMENT AND/OR CANCELING ITS PARTICIPATION AT THE SOS UNDER THIS AGREEMENT. TERMINATION RATES ARE BASED ON THE NUMBER OF CALENDAR DAYS BETWEEN THE DATE SOS RECEIVES NOTICE OF THE TERMINATION OR CANCELLATION AND THE DATE OF THE GROUP/SCHOOL/DISTRICT'S SCHEDULED ARRIVAL AT THE SOS.

TERMINATION	RATE (COST BASED ON PROJECTED NUMBER OF PARTICIPANTS)
360-121 DAYS	$1000.00
120-91 DAYS	50% OF PROJECTED COST BASED ON PROJECTED NUMBER OF PARTICIPANTS
90-61 DAYS	65% OF PROJECTED COST BASED ON PROJECTED NUMBER OF PARTICIPANTS
60-31 DAYS	80% OF PROJECTED COST BASED ON PROJECTED NUMBER OF PARTICIPANTS
30 DAYS OR LESS	100% OF PROJECTED COST BASED ON PROJECTED NUMBER OF PARTICIPANTS

D. IF THE GROUP/SCHOOL/DISTRICT'S TRANSPORTATION CARRIER ELECTS NOT TO TRANSPORT ITS PARTICIPANTS TO THE SOS, AN ADDITIONAL BUS FEE WILL BE ASSESSED. BUS FEES ARE SUBJECT TO CHANGE BASED ON DURATION AND MILEAGE.

IV. TERMS AND TERMINATION OF AGREEMENT.

This Agreement is effective **4-24-15** and shall continue until the Group/School/District's departure from the SOS, or until termination of this Agreement by either party, whichever is earlier. Either party may terminate this Agreement upon written notice to the other party. An administrative fee shall be assessed against the Group/School/District as set forth in Article III.

V. ADDITIONAL PROVISIONS.

A. Assignment. This Agreement shall not be assignable by the Group/School/District without the written consent of CUSD, except to a successor in interest.

B. Entire Agreement. This Agreement represents the total and complete understanding of the parties regarding the subjects set forth herein. Any other oral understandings or prior understandings shall have no force or effect.

C. Amendment of Agreement. This Agreement cannot be changed or supplemented orally and may be modified or suspended only by written instrument executed by the parties.

D. Authorized Signatories. The signatories of this Agreement warrant that they represent the respective parties herein and are authorized to commit to all provisions in this Agreement on behalf of the respective parties.

E. Modification of Program. CUSD RESERVES THE RIGHT TO MODIFY A GROUP/SCHOOL/DISTRICT'S PROGRAM IN THE EVENT THAT THE GROUP/SCHOOL/DISTRICT ARRIVES LATE AT THE SOS.

F. Limit on Participants. Due to space availability, CUSD reserves the right to limit the number of adult participants, in excess of the 1:10 ratio set forth in Section I.C., wishing to attend from a Group/School/District if the number of students or minor participants attending during the reservation period is significantly higher than the projected participant numbers listed in this Agreement at the time of signing. Paragraph J of Section I outlines the procedure for bringing additional students over the number indicated on the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of the day and year set forth herein below.

CLOVIS UNIFIED SCHOOL DISTRICT

Dated: **3-26-2015**

By: Michael Olenchalk

Michael Olenchalk, Director
Sierra Outdoor School

SCHOOL YEAR: **2015-2016**

DATES OF ATTENDANCE AT THE SIERRA OUTDOOR SCHOOL: **Jan. 20 – 22**

Please complete the information below

FORMS NOT COMPLETEDLY FILLED OUT WILL BE RETURNED

Governing Board Approval Date_____

Projected Number of Student Participants_____

Number of Chaperones (1:10 Ratio)_____
Number of Teachers/Admin _____

Teacher/Contact_____
(Print)

Teacher/Contact E-mail_____

Contact Phone Number (_____)_____
Authorization:

Participant Fee **$175.00**

Governing Board/Business Manager/Principal

Of _____
Group/School/District

Title_____

By_____
Print Signatory's Name

_____
Authorized Signature

Date Signed_____

PLEASE SIGN AND RETURN A COPY OF THIS AGREEMENT BY MAIL OR FAX TO:

SIERRA OUTDOOR SCHOOL
15700 OLD OAK RANCH ROAD
SONORA, CALIFORNIA 95370
FAX (209) 532-4196
QUESTIONS? (209) 532-3691

Billing Address:

Name/School _____

School District_____

Address_____

City/State/Zip_____

Phone ( )_____

Fax ( )_____

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Notes

Receipt Stamp