ROUTINE ITEMS

WCESD BOARD OF TRUSTEES

ITEM NO. IV.A
DATE: January 12, 2016

SUBJECT TITLE: APPROVE AGENDA

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Approve agenda for the January 12, 2016 Regular Board Meeting

BACKGROUND

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

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

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

Moved by _____ Second _____

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

WASHINGTON COLONY ELEMENTARY SCHOOL DISTRICT

Board of Trustees
Bob Dack, President
Mark Aguilar, Clerk

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

Secretary
Jesus Cruz, Superintendent/Principal

Regular Meeting AGENDA

Tuesday, January 12, 2016, 6:30 p.m.

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

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

REASONABLE ACCOMODATION FOR ANY INDIVIDUAL WITH A DISABILITY

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

I. Call to Order

II. Roll Call

III. Pledge of Allegiance

IV. Routine Items

A. Approve Agenda

Approve agenda for the January 12, 2016 Regular Board Meeting

B. Adopt Minutes

1. December 8, 2015 Regular Board Meeting

C. Public Comment/Board Comment

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

D. Correspondence

V. Reports/Discussion/Information

A. Administration/Business/Governance

1. Board History – J. Cruz

2. Financial Report(s)*

3. Quarterly Report on Williams Uniform Complaints*

4. Superintendent's Report**

a) Prop 39 RFQ**
b) Sub Bus Driver**

5. FCOE Teacher of the Year Nominee 2015**

B. Personnel/Students

1. ADA/Enrollment Report*

2. Suspension Report*

3. 6th Grade Camp update**

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

VI. Action Items

A. Administration/Business/Governance

1. Audit Report

Under separate cover and available for public inspection is the Independent Auditor's Report as of and for the year ended June 30, 2015. The Board will review the annual district audit for the prior year, any audit exceptions identified, the recommendations or findings of any management letter issued, and any description of correction or plans to correct any exceptions or issue raised in the management letter.

2. Warrants

Review and Ratify Warrants paid for the period December 1 – December 31, 2015

3. Contract/Service Agreements

a) FCOE Fingerprint Consortium Agreement

Approve the FCOE Fingerprint Consortium Agreement

b) Audit Proposal Agreement

Approve the Audit proposal with Linger, Peterson, Shrum & Co.

4. Surplus Equipment/Obsolete Instructional Equipment

Approve disposal of obsolete overhead projector instructional equipment.

B. Personnel/Students

1. Consider ratification for extra duty stipend for additional leadership duties

Ratify the Teacher-in-Charge additional duties stipend for (15 days)

2. Interdistrict Attendance Permits

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

C. Curriculum/Instruction/Assessment

1. 6th Grade Camp Transportation

Approve the Sierra Outdoor School 6th grade Camp transportation cost between Classic Charter and Washington Colony Elementary School District

2. Supplemental Educational Services (SES) Contracts

Approve the Supplemental Educational Services (SES) Contracts

VII. Closed Session

The Board will meet in closed session pursuant to:

Government Code section 54957
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: Superintendent

VIII. Reconvene

IX. Adjournment

WCESD BOARD OF TRUSTEES

ITEM NO. IV.B.1
DATE: January 12, 2016

SUBJECT TITLE: ADOPT MINUTES

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Adopt minutes of the December 8, 2015 Regular Board Meeting.

BACKGROUND

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

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

Moved by _____ Second _____

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

WASHINGTON COLONY ELEMENTARY SCHOOL DISTRICT

Board of Trustees
Bob Dack, President
Mark Aguilar, Clerk

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

Secretary
Jesus Cruz, Superintendent/Principal

Regular Meeting MINUTES

Tuesday, December 8, 2015, 6:30 p.m.

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

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

REASONABLE ACCOMODATION FOR ANY INDIVIDUAL WITH A DISABILITY

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I. Call to Order

The December 8, 2015 Regular Board Meeting was called to order at 6:30 p.m. by Bob Dack, Board President.

II. Roll Call

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

III. Pledge of Allegiance

The Pledge of Allegiance was led by Liz Faccinto.

IV. Annual Organizational Meeting

A. Election of the Board President

Bob Dack was nominated by Pete Mathew and elected as Board President on a motion by Pete Mathew, seconded by Mark Aguilar. (Ayes: Dack, Aguilar, Chavez, Faccinto, Mathew; Noes: None; Abstentions: None; Absent: None)

B. Election of Board Clerk

Mark Aguilar was nominated by Gary Chavez and elected as Board Clerk on a motion by Gary Chavez, seconded by Liz Faccinto. (Ayes: Dack, Aguilar, Chavez, Faccinto, Mathew; Noes: None; Abstentions: None; Absent: None)

C. Appointment of Secretary to the Board

Bob Dack appointed Superintendent, Jesus Cruz, as Secretary of the Board. A motion to ratify the appointment was made by Gary Chavez, seconded by Pete Mathew. (Ayes: Dack, Aguilar, Chavez, Faccinto, Mathew; Noes: None; Abstentions: None; Absent: None)

D. Authorized Signature Permit

Bob Dack, Mark Aguilar, and Jesus Cruz were authorized to sign orders in the name of the Governing Board on a motion by Mark Aguilar, seconded by Liz Faccinto. (Ayes: Dack, Aguilar, Chavez, Faccinto, Mathew; Noes: None; Abstentions: None; Absent: None)

E. Regular Meeting Schedule for 2016

The second Tuesday of each month, at 6:30 p.m. in Room M-5, was voted to be the regularly scheduled meeting /Schedule Day/Time/Place for 2016 on a motion by Liz Faccinto, seconded by Pete Mathew. (Ayes: Dack, Aguilar, Chavez, Faccinto, Mathew; Noes: None; Abstentions: None; Absent: None.

F. Voting Representative – Fresno County Committee on School District Organization

Gary Chavez was appointed as "Voting Representative" for the Fresno County Committee on School District Organization, Pete Mathew was appointed as an alternate, on a motion by Mark Aguilar, seconded by Liz Faccinto. (Ayes: Dack, Aguilar, Chavez, Faccinto, Mathew; Noes: None; Abstentions: None; Absent: None)

V. Routine Items

A. Approve Agenda

The agenda for the December 8, 2015 Regular Board Meeting was approved on a motion by Liz Faccinto, seconded by Gary Chavez. (Ayes: Dack, Aguilar, Chavez, Faccinto, Mathew; Noes: None; Abstentions: None; Absent: None)

B. Adopt Minutes

1. November 10, 2015 Regular Board Meeting

The minutes of the November 10, 2015 Regular Board Meeting, were adopted on a motion by Pete Mathew, seconded by Gary Chavez (Ayes: Dack, Aguilar, Chavez, Faccinto, Mathew; Noes: None; Abstentions: None; Absent: None)

C. Public Comment/Board Comment

Mark Marquez: Thanked the Board members for the support by providing WCES middle school students with this positive experience the girls had by attending the November 2015 Math and Science STEM conference in Fresno. A group of middle school girls showed a PowerPoint presentation to the Board in order to show the positive learning experience. The students mentioned that in cardiology the learned about some parts of the heart. The students also indicated that by being able to see all the women who accomplished so much during high school and college they get encouraged to pursue the science, technology and engineering careers. The students indicated that they really appreciated the STEM conference. Mr. Marquez also added that he would continue to encourage the girls to be ready for High School and take hard Math classes in order to get scholarships for the engineering and Math fields of study.

Bob Dack: added and encouraged the girls to stay on top of their studies by getting good grades and show commitment. Bob added that by personal experience and being an engineer himself, commended the students and encouraged them to continue doing well in school in the science and math areas.

Jeff Dronyk: Indicated that his daughter is an architect.

Mark Marquez: Indicated that it was a packed house at the Christmas Music Program and he said "hats off "to the music teacher.

Mr. Cruz: indicated that the Christmas Program put by Mrs. Ervin was delightful. The students were well coordinated and exceeded his expectations.

Gary Chavez: Also was present at the Christmas program and also agreed that it was a great Christmas Program and it was a packed house.

Bob Dack: added that the 2015 CSBA conference in San Diego was great. There was good information about the Prop 39 Energy Efficiency program and more workshops to choose from.

Pete Mathew: Indicated that the San Diego 2015 CSBA conference is one of the best conferences he has ever attended. He added that within the next few months the Board and the Superintendent can discuss in closed session the district priorities and the strategic plan. Also, the superintendent evaluation tool template will be available in January for discussion in closed session.

D. Correspondence

None

VI. Reports/Discussion/Information

A. *Administration/Business/Governance*

1. Board History – J. Cruz

The Board reviewed excerpts from the minutes of meetings held December 14, 1965; and December 18, 1990.

2. Financial Report(s)*

Cash in County Treasury Report for November 2015 – Written Report

3. Proposition 39 Funding **

Mr. Cruz: talked about the information gathered at one of the San Diego 2015 CSBA workshops and the opportunity for the district to begin looking into the planning for the usage of the Prop 39 Funding. Some of the projects mentioned at the CSBA conference workshop were: the repairs for heating, ventilation and air condition systems; new chillers, boilers and furnaces; new lighting and lighting control systems; installation of energy-efficient windows, programmable thermostats, thermal window shades and on-site clean energy generation, such as solar panels. Mr. Cruz indicated that WCESD can get a maximum of $275,000 in Prop 39 funding for five years. The Prop 39 funding award ends in 2018. Therefore, the district needs a consultant to come and do an assessment then prioritize needs based on available Prop 39 funding.

Bob Dack: indicated the idea to look into the priorities for any Prop 39 project including lighting/HVAC and perhaps any solar panels. Some projects my include lowering the PG& E expenses.

Jeff Dronyk: indicated that the district had installed energy-efficient lights years back.

Bob Dack: suggested that the district needs to pick a consultant with the appropriate process and perform a needs assessment energy audit.

Pete Mathew : added that there are other consultants that work with energy and lighting. He gave an example that Fresno State parking lot lighting and updates for the control devices.

Gary Chavez: added to get informed about other district our size about what consultants they are using.

Bob Dack: concluded to find out which projects will bring a ratio-energy savings and to continue research on the consultants and bring back the information to the board.

Mr. Cruz: indicated that he will research more about consultants and the RFQ process and presented to the board.

4. Superintendent's Report*

a) Pneumatic Control and major control work to ventilators in rooms 1-12 update**

Jeff Dronyk: informed the board that the pneumatic control and ventilators are about 26 years old. He added that there is a need to convert the pneumatic control system to electric. Johnson Controls providers perform the assessment and the total cost is estimated to about $67,000.

Bob Dack: Also asked about how is the rest of the system.

Jeff Dronyk: indicated that the chiller is fairly new and that the boiler is about 32yrs. old.

Jeff Dronyk: indicated that the pneumatic controls have been monitored th and the district has waited for about 5-6yrs to replace them. He added that Servi Tech estimated conversion stages for one wing at a time within an estimated cost of $14,000. The wing is a stand-alone system to be operational and be converted at one time. He added that this conversion would give more control to the classroom teacher.

Liz Faccinto: asked Jeff if that particular wing is worse than others and Jeff indicated that not necessarily. Jeff said that moisture gets into the pneumatic system; then it does not work efficiently.

Gary Chavez: Asked Jeff how long will the project would take and Jeff added that it is a summer project. It involves cutting pipes and bringing the system down.

Pete Mathew: added that this is a summer project; therefore, he suggested to get an energy-efficient analysis with Prop 39 funding.

Bob Dack: indicated that if this is a DSA project then to move faster with RFQ due to the contractors booking faster for the summer.

b) Grinding Project Update**

Mr Cruz: indicated that exclusions were considered and there will be no excavation (only going 6 inches deep).

Jeff Dronyk: Added that the tree & roots will be removed without damaging the utility box. He also added that there are abnormal concrete cracks that need to be fixed in the future.

Mr. Cruz: Thanked Jeff and his crew staff for the great job they do and for taking ownership for a clean school all the time.

c) District/Superintendent's Goals and Objectives*

Mr. Cruz: provided a written and oral report regarding the status of the District/Superintendent's Goals and Objectives including:
GOAL A: Increase Academic Student Achievement
GOAL B: Increase Professional Accountability for All Staff
GOAL C: Maintain a Balanced Budget & Board Relations
GOAL D: High Levels of Student Attendance
Mr. Cruz – Also, presented current initiatives including the LCAP Goals for ELA, Math and ELD; increase levels of English Proficiency for English Learners.
-Professional Development Plan (ELA/ELD) FCOE Literacy/TCOE
-English and Spanish LCAP posted on the web
-New Math Curriculum K-8 (NT, Math Exp, CPM) & PD provided
-PLCs Collaboration with SBAC Results Data Analysis)(ongoing)
- Benchmark Assessment ELA/MATH (Illuminate)/STAR reading completed
-CCSS Lesson Design / Addressing English Learners/Reclassification
-Walk-throughs (Student Engagement/classroom expectations)
-Leadership/ Team established (Improve Instructional Practices)
-Action Plan review/report back to grade level teachers/student data discussions
-ELA/ELD/Intervention/Textbook Adoptions Spring 2016
-ELD/ELA PD coaching and resources available on site.
-PBIS signs being developed
-Increasing Technology in classrooms purchasing 2 additional Chrome Book carts. Replacing 2 servers and purchasing software utilizing the Microsoft voucher
-Purchase Library shelves and labeling AR books.
-Increased Parent communication and parent workshops
-Facility Projects presented

B. Personnel/Students

1. ADA/Enrollment Report*

Enrollment for the period ending November 27, 2015 was 427.

2. Suspension Report*

None to report.

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

VII. Action Items

A. Administration/Business/Governance

1. 1st Interim Budget Report

The 1st Interim Budget Report for the period ending October 31st, 2015 was approved on a motion by Mark Aguilar, seconded by Pete Mathew. (Ayes: Dack, Aguilar, Chavez, Faccinto, Mathew; Noes: None; Abstentions: None; Absent: None)

2. Joint Exercise of Powers Agreement Revision of the Creation of the Easton Community Water System Authority

The Joint Exercise of Powers Agreement Revision for the Creation of the Easton Community Water System Authority by and between Washington Colony Elementary School District and Washington Unified School District was approved on a motion by Gary Chavez, seconded by Liz Faccinto. (Ayes: Dack, Aguilar, Chavez, Faccinto, Mathew; Noes: None; Abstentions: None; Absent: None)

3. Appointment of the 2 Directors to the Easton Community Water System Authority

The Board appointed 2 Directors, Bob Dack and Pete Mathew for one year term starting December 8, 2015 and until the next Annual Board Organizational meeting on December 13, 2016 in accordance with paragraph 3.5.2 of the Joint Exercise of Powers Agreement for the Creation of the Easton Community Water System Authority on a motion by Mark Aguilar, seconded by Gary Chavez. (Ayes: Dack, Aguilar, Chavez, Faccinto, Mathew; Noes: None; Abstentions: None; Absent: None)

4. Warrants

The Board reviewed and ratified warrants paid for the period November 1 – November 30, 2015 on a motion by Mark Aguilar, seconded by Liz Faccinto. (Ayes: Aguilar, Chavez, Dack, Faccinto, Mathew; Noes: None; Abstentions: None; Absent: None)

5. Nominations for CSBA Delegate Assembly

No action made. The Board tabled the item.

6. Contract/Service Agreements

a) CENCAL Demolition Grinding Concrete Proposal

The Board approved the Cencal Demolition Concrete Grinding proposal to provide grinding of raised concrete edges on a motion by

Pete Mathew, seconded by Gary Chavez. (Ayes: Aguilar, Chavez, Dack, Faccinto, Mathew; Noes: None; Abstentions: None; Absent: None)

b) SchoolWorks Inc. Service Agreement

The Board approved the renewal agreement between SchoolWorks Inc. and Washington Colony Elementary School District on a motion by Gary Chavez, seconded by Mark Aguilar. (Ayes: Aguilar, Chavez, Dack, Faccinto, Mathew; Noes: None; Abstentions: None; Absent: None)

B. Personnel/Students

1. Interdistrict Attendance Permits

None to report.

C. Curriculum/Instruction/Assessment

None to report.

VIII. Adjournment

The meeting was adjourned at 9:42 p.m. on a motion by Gary Chavez, seconded by Pete Mathew. (Ayes: Aguilar, Chavez, Dack, Faccinto, Mathew; Noes: None; Abstentions: None; Absent: None)

Robert E. Dack, President

Mark Aguilar, Clerk

WCESD BOARD OF TRUSTEES

ITEM NO. IV.C
DATE: January 12, 2016

SUBJECT TITLE: PUBLIC COMMENT/BOARD COMMENT

Action _____ Discussion ___√___ Information _____

BACKGROUND

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

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

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

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

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

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

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

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

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

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

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

REPORTS
DISCUSSION
INFORMATION

WCESD BOARD OF TRUSTEES

ITEM NO. V.A.1
DATE: January 12, 2016

SUBJECT TITLE: BOARD HISTORY

Action _____ Discussion _____ Information ___√___

BACKGROUND

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

CONSIDERATION

"We are not makers of history. We are made by history."

Martin Luther King, Jr.

Excerpts from the minutes of meetings held January 11, 1966; and January 8, 1991 follow for your review.

WASHINGTON COLONY SCHOOL
BOARD OF TRUSTEES

MINUTES OF REGULAR MEETING
January 11, 1966

Meeting was called to order in the library of Washington Colony School by President of the Board, John Pylman, Jr. at 7:30 p. m. with all members present except Bud Barberich. Also present was James Massie, Board Secretary

MINUTES of the regular meeting of December 14 were approved as read on motion of John Moran, seconded by Henry Salwasser.

MAINTENANCE REGISTER No. 29 and Warrants Nos. 449-460 were signed following approval for payment by motion of Mr. Salwasser, and seconded by Mr. Moran.

AUDIT 1964-65: Mr. Massie presented a report of the 1964-65 records and accounts as audited by Roberson, Martin, Horg and Rykman.

TEACHERS' HANDBOOK: The revised handbook for teachers was adopted after a motion of Mr. Salwasser, seconded by Mr. Blacksill.

BUILDING INSPECTOR: The Board discussed the possibility of hiring Mr. Art Carroll or Mr. Gus Hegquist as building inspector for the proposed building program. No action was taken.

REGION 5 & 6 CSBA CONFERENCE: to be held January 21 and 22 at Del Webb Townhouse in Fresno. The Board agreed that as many members as possible would plan to attend this conference.

NSBA CONFERENCE - Minneapolis, Minn. April 22-26: After a motion of Bruce Blacksill, seconded by Mr. Salwasser, the Board agreed unanimously to send two or three members to this conference if possible for them to go.

TITLE I APPLICATION EXPLANATION: Mr. Massie explained to the Board that application had been made for Federal funds under the Title I- Aid to Educationally Deprived Children fromLow-Income Families. He outlined the details for the project plan. He was given permission of the Board to go ahead with expediting of plans as outlined in the program.

TITLE II - ESEA - LIBRARY FUNDS: The Board voted unanimously to apply for federal aid funds under the Title II plan for Elementary and Secondary Education Act. Motion was made by John Moran and seconded by Henry Salwasser. (See copy of resolution attached)

ADJOURNMENT was by motion of Mr. Moran, seconded by Mr. Salwasser.

Respectfully submitted:
James G. Massie, Secretary to the Board

Approved by:

F. John Pylman Jr., President
(F. John Pylman, Jr.)

Henry Salwasser, Clerk
(Henry Salwasser)

WASHINGTON COLONY SCHOOL DISTRICT
BOARD OF TRUSTEES
Minutes of Regular Meeting

January 8, 1991

I. CALL TO ORDER

The meeting was called to order in the school library at 7:40 p.m. by board president, John Rothenfluh.

II. ROLL CALL

Members present: Mike Aguilar, Frank Butterfield, Pete Mathew, Joyce Quiroz, John Rothenfluh, and LaVerne Carlson. Members absent: none. Others present: Gary Shrum (Martin Linger & Co.), Bridget Lourenco, Barbara Steele, Linda Demant, Priscilla Dack, Becky Mitchell, Harriet Lichti, Charlene Pestorich, Wayne Raimer, and Liz Faccinto.

III. ROUTINE BUSINESS

A. AGENDA
John Rothenfluh asked to have Action Item D (Interdistrict Transfers) added to the agenda. The revised agenda was approved on a motion by Frank Butterfield, seconded by Mike Aguilar. Motion carried.

B. MINUTES
The minutes of the December 18, 1990 regular meeting were approved on a motion by Mike Aguilar, seconded by Mike Aguilar. Motion carried.

C. WARRANTS
Warrants #645713 to 645758 dated December 18, 1990, were approved by the board on a motion by Pete Mathew, seconded by Mike Aguilar. Motion carried.

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

E. CORRESPONDENCE
Dr. Carlson distributed invitations to the board for the swearing in of Dr. Peter G. Mehas as Fresno County Superintendent of Schools on January 18, 1991.

F. PUBLIC PRESENTATION
There was no public presentation at this meeting.

G. TEACHER PRESENTATION
Mr. Raimer - Social Studies Teacher
Mr. Raimer showed several items that are used for teaching Social Studies. He explained the importance of hands on and visual aides in teaching. He showed samples of "artifacts" made by students as they were made a few thousand years ago.

IV. CLOSED SESSION
The board met in closed session prior to the regular session to discuss personnel and the superintendent's evaluation.

V. ACTION ITEMS

A. AUDIT REPORT
Gary Shrum from the auditing firm of Martin, Linger and Company explained the audit report for the board. After discussion, the audit report was approved on a motion by Frank Butterfield, seconded by Joyce Quiroz. Motion carried.

B. CERTIFICATED RESIGNATION
The board accepted the resignation of Bill Ward, Science teacher, on a motion by Frank Butterfield, seconded by Mike Aguilar. Motion carried.

C. SET DATE FOR PUBLIC HEARING
ON DEVELOPER FEES
The board designated the regular board meeting on February 12, 1991 for the public hearing to increase developer fees. This was on a motion by Frank Butterfield, seconded by Mike Aguilar. Motion carried.

D. INTERDISTRICT TRANSFERS
The board approved interdistrict transfers for Steve Espinosa (Washington Colony to American Union) and for Courtnie Hanford (Washington Colony to Pacific Union). This was on a motion by Pete Mathew, seconded by Mike Aguilar. Motion carried.

IV. DISCUSSION/INFORMATION

A. ENROLLMENT
The school enrollment was 452 students as of January 3, 1991.

B. CERTIFICATE OF SPECIAL CITATION IN COMPENSATORY EDUCATION
Dr. Carlson informed the board of the form nominating Washington Colony for a certificate of accommodation. Carl Alemania and Linda Hofer completed and submitted the application.

VII. SUPERINTENDENT'S REPORT

A. CASH FLOW
Cash flow information on all funds were distributed to the board.

B. GENERAL REPORT

1. Dr. Carlson expressed the nurse's concerns regarding medication at school. A letter has been sent to parents and staff detailing the school's policy in this area.

2. A bill for $3,387.00 has been received from the County of Fresno for property tax collection fees. This bill will not be paid at this time.

3. Dr. Carlson distributed information to the board regarding SB 1274 - Restructuring in Public Education.

4. Carl Alemania is working with American Union and West Fresno on a CADPE Grant application that will provide services to high risk students in grades K through 3.

5. Dr. Carlson showed board members several pieces of art work that was done by students in Harry Barker's art class.

6. Dr. Carlson will be attending a Superintendent's Symposium in Monterey on January 23, 24, and 25.

7. The board reviewed the revised class schedules that will be implemented at the beginning of the second semester (January 21, 1991).

VIII. ADJOURNMENT

The meeting was adjourned at 8:30 p.m. on a motion by Pete Mathew, seconded by Mike Aguilar. Motion carried.

JOHN ROTHENBLUH
Board President

PETE MATHEW
Board Clerk

WCESD BOARD OF TRUSTEES

ITEM NO. V.A.2
DATE: January 12, 2016

SUBJECT TITLE: FINANCIAL REPORTS

Action _____ Discussion _____ Information ___√___

BACKGROUND

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

CONSIDERATION

The *Cash in County Treasury Report* for December 2015 follows for your review.

Cash In County Treasury
Aggregate

From 12/1/2015 thru 12/31/2015
Fund: 0100 (6150 60001) General Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 12/1/2015							$1,365,085.28
12/2/2015	APY -20151	Accounts Payable 12/2/2015	$74.09	$58,196.74	$3,579,125.40	$2,272,162.77	$1,306,962.63
12/2/2015	TF -160856	#JV0577 14/15 SPEC ED TRANSPORTATION	$0.00	$14,633.41	$3,579,125.40	$2,286,796.18	$1,292,329.22
12/2/2015	TF -160881	JV#0001710225 15-16 CURRENT SECURED	$346.39	$0.00	$3,579,471.79	$2,286,796.18	$1,292,675.61
12/8/2015	TF -160879	JV#593 14-15 NCLB: 7TH APPT. TITLE I, PART A	$3.00	$0.00	$3,579,474.79	$2,286,796.18	$1,292,678.61
12/11/2015	APY -20151	Accounts Payable 12/11/2015	$644.94	$24,061.04	$3,580,119.73	$2,310,857.22	$1,269,262.51
12/11/2015	TF -160897	JV#0608 1ST QTR LIVE SCAN 15-16	$0.00	$20.00	$3,580,119.73	$2,310,877.22	$1,269,242.51
12/14/2015	CA -33336	360920 chavez ins	$514.80	$0.00	$3,580,634.53	$2,310,877.22	$1,269,757.31
12/14/2015	CA -33336	360920 fcoe mus gra	$1,000.00	$0.00	$3,581,634.53	$2,310,877.22	$1,270,757.31
12/14/2015	CA -33336	360920 nov ins	$13,664.44	$0.00	$3,595,298.97	$2,310,877.22	$1,284,421.75
12/14/2015	CA -33336	360920 pcmg reim	$9,994.36	$0.00	$3,605,293.33	$2,310,877.22	$1,294,416.11
12/14/2015	CA -33336	360920 save mrt dont	$5.94	$0.00	$3,605,299.27	$2,310,877.22	$1,294,422.05
12/14/2015	TF -160898	JV#609 15-16 NCLB: TTILE I, PART A, IMPROVI	$32,952.00	$0.00	$3,638,251.27	$2,310,877.22	$1,327,374.05
12/16/2015	APY -20151	Accounts Payable 12/16/2015	$0.00	$30,835.36	$3,638,251.27	$2,341,712.58	$1,296,538.69
12/16/2015	TF -160924	JV#633 DEC. 2015 ONE-TIME MANDATE CLAIM	$92,627.00	$0.00	$3,730,878.27	$2,341,712.58	$1,389,165.69
12/17/2015	TF -160944	JV#0638 14/15 FINAL PMT LOCAL ASSIST ENT	$51,075.00	$0.00	$3,781,953.27	$2,341,712.58	$1,440,240.69
12/23/2015	TF -160915	JV#623 DEC. 2015 EPA 2ND QTR. APPORTIONM	$132,366.00	$0.00	$3,914,319.27	$2,341,712.58	$1,572,606.69
12/28/2015	TF -160903	#0605 STRS DIST CONTR.-DEC 2015 REG PAYR	$0.00	$17,098.32	$3,914,319.27	$2,358,810.90	$1,555,508.37
12/28/2015	TF -160906	#0620 PERS DIST CHRGS-DEC 2015 PAYROLL	$0.00	$4,609.56	$3,914,319.27	$2,363,420.46	$1,550,898.81
12/28/2015	TF -160914	#0604 MEDICARE CHRGS FOR 12/31/2015 PAYR	$0.00	$2,953.49	$3,914,319.27	$2,366,373.95	$1,547,945.32
12/28/2015	TF -160918	#0603 FICA CHRGS FOR 12/31/2015 PAYROLL	$0.00	$3,696.97	$3,914,319.27	$2,370,070.92	$1,544,248.35
12/29/2015	TF -160917	JV#625 DEC. 2015 ADVANCE PRINCIPAL APPO	$264,286.00	$0.00	$4,178,605.27	$2,370,070.92	$1,808,534.35
12/29/2015	TF -160919	JV#626 DEC. 2015 SPECIAL ED. STATE APPORT	$12,128.00	$0.00	$4,190,733.27	$2,370,070.92	$1,820,662.35
12/31/2015	PAY -12311	PAYROLL 12/31/2015	$91,725.41	$275,111.34	$4,282,458.68	$2,645,182.26	$1,637,276.42
	Total Activity		$703,407.37	$431,216.23			
	Ending Balance				$4,282,458.68	$2,645,182.26	$1,637,276.42

Cash In County Treasury
Aggregate

From 12/1/2015 thru 12/31/2015
Fund: 1200 (6150 60012) Child Development Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 12/1/2015							$55,691.32
12/2/2015	APY -20151	Accounts Payable 12/2/2015	$0.00	$1,867.01	$135,487.03	$81,662.72	$53,824.31
12/11/2015	APY -20151	Accounts Payable 12/11/2015	$0.00	$1,162.95	$135,487.03	$82,825.67	$52,661.36
12/14/2015	CA -33336	360920 nov bison ins	$843.60	$0.00	$136,330.63	$82,825.67	$53,504.96
12/14/2015	CA -33336	360920 nov presc apt	$23,051.00	$0.00	$159,381.63	$82,825.67	$76,555.96
12/28/2015	TF -160903	#0605 STRS DIST CONTR.-DEC 2015 REG PAYR	$0.00	$42.92	$159,381.63	$82,868.59	$76,513.04
12/28/2015	TF -160906	#0620 PERS DIST CHRGS-DEC 2015 PAYROLL	$0.00	$666.21	$159,381.63	$83,534.80	$75,846.83
12/31/2015	PAY -12311	PAYROLL 12/31/2015	$2,223.95	$13,771.92	$161,605.58	$97,306.72	$64,298.86
	Total Activity		$26,118.55	$17,511.01			
	Ending Balance				$161,605.58	$97,306.72	$64,298.86

Cash In County Treasury
Aggregate

From 12/1/2015 thru 12/31/2015
Fund: 1300 (6150 60008) Cafeteria Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 12/1/2015							$161,137.32
12/2/2015	APY -20151	Accounts Payable 12/2/2015	$0.00	$5,591.42	$268,305.81	$112,759.91	$155,545.90
12/4/2015	CA -33257	360448 AD ML NOV.16	$80.00	$0.00	$268,385.81	$112,759.91	$155,625.90
12/4/2015	CA -33257	360448 ST ML NOV.16	$352.00	$0.00	$268,737.81	$112,759.91	$155,977.90
12/11/2015	APY -20151	Accounts Payable 12/11/2015	$0.00	$5,892.58	$268,737.81	$118,652.49	$150,085.32
12/14/2015	CA -33332	360917 ad mi 12/14	$46.25	$0.00	$268,784.06	$118,652.49	$150,131.57
12/14/2015	CA -33332	360917 st mi 12/14	$892.50	$0.00	$269,676.56	$118,652.49	$151,024.07
12/14/2015	CA -33333	360919 ad mil 12/14	$7.25	$0.00	$269,683.81	$118,652.49	$151,031.32
12/14/2015	CA -33333	360919 st mi 12/14	$800.05	$0.00	$270,483.86	$118,652.49	$151,831.37
12/14/2015	CA -33336	360920 ad meal nov	$154.50	$0.00	$270,638.36	$118,652.49	$151,985.87
12/14/2015	CA -33336	360920 st meal nov	$19.10	$0.00	$270,657.46	$118,652.49	$152,004.97
12/16/2015	APY -20151	Accounts Payable 12/16/2015	$0.00	$1,742.93	$270,657.46	$120,395.42	$150,262.04
12/28/2015	TF -160906	#0620 PERS DIST CHRGS-DEC 2015 PAYROLL	$0.00	$846.52	$270,657.46	$121,241.94	$149,415.52
12/31/2015	PAY -12311	PAYROLL 12/31/2015	$2,350.50	$12,353.73	$273,007.96	$133,595.67	$139,412.29
	Total Activity		$4,702.15	$26,427.18			
	Ending Balance				$273,007.96	$133,595.67	$139,412.29

Cash In County Treasury
Aggregate

From 12/1/2015 thru 12/31/2015
Fund: 1400 (6150 60005) Deferred Maintenance Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 12/1/2015							$66,724.17
		Total Activity	$0.00	$0.00			
		Ending Balance			$92,283.96	$25,559.79	$66,724.17

Cash In County Treasury
Aggregate

From 12/1/2015 thru 12/31/2015
Fund: 1500 (6150 60010) Pupil Transportation Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 12/1/2015							$6,887.97
		Total Activity	$0.00	$0.00			
		Ending Balance			$6,887.97	$0.00	$6,887.97

Cash In County Treasury
Aggregate

From 12/1/2015 thru 12/31/2015
Fund: 1700 (6150 60020) Special Reserve Fund for Other Than Capital Outlay Projects

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 12/1/2015							$102,833.60
		Total Activity	$0.00	$0.00			
		Ending Balance			$102,833.60	$0.00	$102,833.60

Cash In County Treasury
Aggregate

From 12/1/2015 thru 12/31/2015
Fund: 2000 (6150 60078) Special Reserve Fund for Postemployment Benefits

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 12/1/2015							$106,035.00
		Total Activity	$0.00	$0.00			
		Ending Balance			$106,035.00	$0.00	$106,035.00

Cash In County Treasury
Aggregate

From 12/1/2015 thru 12/31/2015
Fund: 2100 (6150 65069) Building Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 12/1/2015							$308.78
		Total Activity	$0.00	$0.00			
		Ending Balance			$308.78	$0.00	$308.78

Cash In County Treasury
Aggregate

From 12/1/2015 thru 12/31/2015
Fund: 2500 (6150 60006) Capital Facilities Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 12/1/2015							$12,044.10
		Total Activity	$0.00	$0.00			
		Ending Balance			$12,044.10	$0.00	$12,044.10

Cash In County Treasury
Aggregate

From 12/1/2015 thru 12/31/2015
Fund: 3500 (6150 60066) County School Facilities Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 12/1/2015							$14,057.01
		Total Activity	$0.00	$0.00			
		Ending Balance			$14,057.01	$0.00	$14,057.01

Cash In County Treasury
Aggregate

From 12/1/2015 thru 12/31/2015
Fund: 4000 (6150 60015) Special Reserve Fund for Capital Outlay Projects

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 12/1/2015							$1,455.62
		Total Activity	$0.00	$0.00			
		Ending Balance			$1,455.62	$0.00	$1,455.62

Cash In County Treasury
Aggregate

From 12/1/2015 thru 12/31/2015
Fund: 5100 (6150 65070) Bond Interest and Redemption Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 12/1/2015							$1,102.27
		Total Activity	$0.00	$0.00			
		Ending Balance			$29,764.15	$28,661.88	$1,102.27

WCESD BOARD OF TRUSTEES

ITEM NO. V.A.3
DATE: January 12, 2016

SUBJECT TITLE: Quarterly Report on Williams Uniform Complaints

Action _____ Discussion _____ Information ___√___

BACKGROUND

With the Williams Compliance components, each school district is required to report quarterly to the County Superintendent regarding any complaints related to the three areas covered by the Williams Lawsuit Settlement. The three areas are as follows: 1) instructional materials; 2) teacher vacancy or misassignment; and/or 3) facilities conditions.

CONSIDERATION

The Quarterly Report on Williams Uniform Complaints for the period ending December 31st, 2015, follows for your review.

Quarterly Report on Williams Uniform Complaints

[Education Code § 35186]

District: Washington Colony Elementary

Person completing this form: Jesus Cruz Title: Superintendent

Quarterly Report Submission Date: (*check one*)

- ☐ April 2015
- ☐ July 2015
- ☐ October 2015
- ☒ January 2016

Date for information to be reported publicly at governing board meeting: January 12, 2016

Please check the box that applies:

☒ No complaints were filed with any school in the district during the quarter indicated above.

☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0		
Teacher Vacancy or Misassignment	0		
Facilities Conditions	0		
TOTALS	0		

Jesus Cruz

Print Name of District Superintendent

Signature of District Superintendent

1/12/2016

Date

WCESD BOARD OF TRUSTEES

ITEM NO. V.A.4
DATE: January 12, 2016

SUBJECT TITLE: Superintendent's Report

Action _____ Discussion ___√___ Information _____

BACKGROUND

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

CONSIDERATION

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

DRAFT

WASHINGTON COLONY ELEMENTARY SCHOOL DISTRICT

REQUEST FOR QUALIFICATIONS

PROPOSITION 39 ENERGY CONSERVATION AND ENERGY EFFICIENCY SERVICES

OWNER

WASHINGTON COLONY ELEMENTARY SCHOOL DISTRICT
130 E. Lincoln Avenue Fresno, CA 93706

of the District. To be considered for this project a provider must demonstrate knowledge and experience in similar projects:

- Adequate financial resources to support the range of alternatives anticipated
- California K-12 references that can attest to the quality of the Provider's past work
- An established record of technical performance on typical projects within California
- A proven record of on-time and on-budget performance
- Excellent safety record
- Established records of the Provider's ability to complete the work
- Credentialed, trained, and knowledgeable staff
- Competent management support at all levels
- Ability to effectively communicate with WCESD Board, administration, staff, students, and community as needed

WCESD reserves the right to investigate the qualifications of all Providers under consideration and to confirm any part of the information furnished, or to require other evidence of managerial, financial, or technical capabilities that are considered necessary for the successful performance of the possible energy design-build services.

SERVICES REQUESTED

WCESD is interested in the identification, engineering, design, installation, training, maintenance, and financing of approved Energy Projects for all of its facilities. If WCESD contracts project financing through the Provider, financing shall be structured so that costs are paid by the utility cost savings and/or Proposition 39 funding associated with the energy conservation program. The District will choose the amount financed, if any.

Upon selection, the Provider shall perform an Investment Grade Energy Audit of the specified facilities. The audit must be of acceptable quality to WCESD's Governing Board and meet Proposition 39 mandated requirements.

WCESD shall have 45 working days in which to accept the energy audit or to request changes or additions to it. Changes or additions will be negotiated in good faith. If the parties cannot agree to the content of the audit within 60 working days from the date the request for change is made, the Governing Board, at its sole discretion, may cancel negotiations with the Provider, terminate the contract, and enter into negotiations with other Providers.

The following technologies and/or energy management approaches serve as examples of solutions to be considered under this RFQ:

- Packaged HVAC Equipment Replacements
- HVAC Controls Retrofits
- Interior/exterior lighting system fixture retrofits/replacements.
- Solar Generation

Other Energy Projects proposed by Provider will also be considered. All equipment provided by the Provider for this program shall have a history of successful operating experience in similar installations

and shall be in new, unused condition. This equipment shall be current technology with readily available non-proprietary replacement parts. All equipment used for this program shall be approved by WCESD prior to installation.

SUBMITALL REQUIREMENTS

The submitting firms must have demonstrated technical and managerial capability across a broad range of energy, analysis, design, construction, funding, operations, and maintenance areas. WCESD will consider the following background and experience factors in the evaluation of all submittals.

Address the following items as completely as possible; response to each item is mandatory:

1. Describe your firm's approach to manage the Energy Projects.
2. Describe your firm's safety program. Include proof of your firm's safety Experience Modification Rating (EMR) or equivalent.
3. Describe your firm's approach to developing a scope of work for the project. How are the various components of a project prioritized and evaluated?
4. Describe in detail your firm's methodology for calculating energy cost savings.
5. Describe your firm's experience with various project delivery methods. Address the areas that are self-performed, sub-contracted, team delivered, etc. The following areas must be addressed: design, engineering, procurement, and installation.
6. Provide a step-by-step description of typical project implementation and the specifications of a typical K-12 project.
7. Describe the qualifications and relevant energy project experience of the Provider, its team, and its staff. Include a clear description of your firm's proposed team with names, resumes, and project responsibilities.
8. Describe your firm's financial capacity to handle the project. Include company bond rating, bond limits, and evidence of insurability.
9. Describe your firm's expertise in applying/securing funding for energy conservation/efficiency/generation infrastructure improvements for CA K-12 clients, including but not limited to:
    a. Third party funding, including but not limited to state, federal, and utility funds, grants, rebates, incentives, etc.
    b. Financing options, procurement options, etc.
10. Describe any unique capabilities of the Provider that would be useful to the specific needs of the district/project.
11. Provide a description of your firm's commitment to and experience with obtaining OPSC Project Closure status, as well as experience with DSA, for public school projects.
12. Provide names and contact information for five (5) Energy Project Design/Build references for projects in California public schools in which your firm was the Prime Contractor. Provide a brief description of the work performed for these clients.

13. Provide a brief description of your firm's ability to provide remote monitoring of equipment and utility meters. Describe your firm's stance on open platform vs. proprietary technology for EMS and controls-related systems.
14. Is or has your firm been a party to suits, claims, or similar actions related to:
    a. Construction claims relating to performance or delay
    b. OSHA, labor relations, or similar issues affecting the progress of the work
    c. California State Contractor License suspensions or code violations
    d. If "yes" to any of the above, provide a summary and current status of the issue under separate attachment to the response to this RFQ.
15. Provide a draft scope of work and pricing for the Investment Grade Energy Audit that meets Proposition 39 mandated requirements.

SUBMITTAL EVALUATION PROCESS

Providers will be evaluated and preference given to those that illustrate demonstrated range of services, innovative approaches, technical and contractual solutions, additional services, and flexibility developing and implementing successful projects.

WCESD will address the following criteria in evaluation of submittals in order to gauge the ability of the Provider. The same general criteria will be used to judge both the submittal and the interview, should WCESD choose to conduct interviews with Providers.

Criteria Explanation Weight

1. **Merit of Submittal (10pts)**
   General thoroughness and responsiveness of the submittal.

2. **Knowledge and Expertise of Personnel/Firm (25 pts)**
   Capability of personnel/firm; demonstrated experience of Provider's team; firm's qualifications.

3. **Understanding of Project and Technical Approach (25 pts)**
   Knowledge of project requirements; comprehensiveness of approach; responsiveness to specific concerns in the RFQ; flexibility to accommodate needs of WCESD; ability to communicate effectively with District staff and related parties.

4. **Record of Past Performance and Experience (40 pts)**
   References; quality of past projects; demonstrated ability to complete work tasks within project timelines and budget; quality of submitted work samples.

WCESD reserves the right to:

- Reject any or all submittals at its sole discretion.
- Cancel the Request for Qualifications (RFQ).
- Modify any requirements contained within the RFQ and request a revised submission from all providers.
- Establish other evaluation criteria determined to be in the best interest of WCESD.
- Contract with any of the firms responding to this RFQ based solely upon its judgment of the qualifications and capabilities of the firm.

A Selection Committee, as deemed necessary, will be formed to evaluate the submittals. Composition and creation of this committee, should one be formed, is at the sole discretion of WCESD. The Selection Committee may review the submittals for format to ensure conformance with the requirements of the RFQ and may select finalist to interview with the committee as part of the evaluation process. WCESD does not guarantee that an interview will take place, thus reserving the right to select a Provider based solely on the information provided in the submittals received in response to the RFQ. Should and interview take place, the key personnel responsible for fulfilling the requirements of the project shall be required to be present for the interview. WCESD will take all steps necessary to ensure that any discussions and interviews conducted in connection to this RFQ will done in a fair and impartial manner.

This RFQ does not commit WCESD to negotiate a contract. WCESD will not be responsible for any expenses incurred by any firm in preparing and submitting a proposal or response to this RFQ.

SUBMITTAL FORMAT AND COMMENTS

The submittal should be prepared in a way that provides a straightforward and concise description of the respondent's capabilities to satisfy the requirements of the project. Emphasis should be placed on completeness and clarity of content. All submittal requirements listed above should be addressed in full.

The Provider shall describe any relationships with manufacturers of proposed energy equipment, including those manufactured by the respondent or listed subcontractors. The Provider shall describe any relationships with the organizations providing training, if not provided by the Provider.

Content shall be tabbed and numbered per the items included in the Submittal Requirements.

SUBMITTAL INFORMATION

Deadline for submission of three (3) copies or electronic pdf submission of your submittal is 3:00 PM, APRIL 15. Submittals received after the deadline may be returned. All submittals become the sole property of WCESD and the content will be held confidential until the selection of a firm is made. Any proprietary information must be designated clearly and should be bound separately and labeled with words "PROPRIETARY INFORMATION". An entire submittal marked as such will not be accepted.

Submit sealed submittals clearly marked "RFQ for District-Wide Energy Conservation Services" to the following location:

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

Questions or clarifications may be submitted in writing to Jesus Cruz, at the address listed above or e-mailed to jesuscruz@washingtoncolony.org.

Appendix A: List of Washington Colony Elementary School District Sites

SITE	ADDRESS	SQUARE FOOTAGE
Washington Colony Elementary School	130 East Lincoln Avenue Fresno, CA 93706	XX,XXX

WCESD BOARD OF TRUSTEES

ITEM NO. V.A.5
DATE: January 12, 2016

SUBJECT TITLE: FCOE Teacher of the Year Nominee 2015

Action _____ Discussion _____ Information ___√___

BACKGROUND

Last school year 2014-15, Tami Smith was selected by the Washington Colony Administration to be considered the Washington Colony Elementary teacher-nominee for the FCOE Educator of the Year event.

CONSIDERATION

On November 20th, 2015; FCOE hosted The Educator of the Year Awards event and recognized the teacher nominees. Tami Smith received a Nominee - Teacher of the Year 2015 recognition plaque sponsored by FCOE & EECU.

WCESD BOARD OF TRUSTEES

ITEM NO. V.B.1
DATE: January 12, 2016

SUBJECT TITLE: ADA/ENROLLMENT REPORT (report generated 12/25/15)

Action _____ Discussion _____ Information ___√___

BACKGROUND

Washington Colony Elementary School ADA/Enrollment Report for the school year 2015-2016.

CONSIDERATION

The WCESD report for the December ADA 2015-16 school year follows for your review.

Enrollment by Teacher
Period Ending 12/25/2015
Month 5

Teacher	Grade Level(s)	# of Students	YTD ADA
Davis	K	23	21.62
Smith	TK	15	14.73
Schaffer	K	22	22.02
Dack	1	21	22.02
Pallas	1	23	22.02
Doyle	2	29	27.34
Garcia	2	29	27.45
Espinosa	3	23	22.12
Sweet	3	20	20.18
Brotnov	4	24	23.59
Lyles	4	23	22.90
Barker	5	21	20.29
Hawkins	5	21	19.77
Martinez	6	16	15.59
McCabe	6	15	14.79
Huffmon	7	23	22.28
Showalter	7	22	20.28
Marquez	8	24	22.68
Jennings	8	23	21.33
Taylor	K-8 SDC	8	7.68
TOTALS:		425	410.68

WCESD BOARD OF TRUSTEES

ITEM NO. V.B.2
DATE: January 12, 2016

SUBJECT TITLE: Suspension Report

Action _____ Discussion _____ Information ___√___

BACKGROUND

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

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

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

CONSIDERATION

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

WCESD BOARD OF TRUSTEES

ITEM NO. V.B.3
DATE: January 12, 2016

SUBJECT TITLE: 6th Grade Camp

Action _____ Discussion _____ Information ___√___

BACKGROUND

Provide information regarding the Sierra Outdoor School 6th grade field trip.

CONSIDERATION

Washington Colony 6th grade students (31) 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. The 6th Grade Camp itinerary follows for your review.

Washington Colony - 6th (Fresno) – Contact: Randi McCabe

January 20-22, 2016

31 + 7 = 38, Revised 1/3/16, 12:45 p.m.

Special Note: Owls Pellets & Arrowheads = $2/student lab fee, included in SOS Invoice

SOS Transportation Fee included in Billing

Wednesday, January 20 - *A Schedule*

7:30	Depart for Columbia State Park with sack lunches	
9:00	Rest stop at Henderson Park, near Snelling	
10:00	Arrivea at Columbia, transfer to **SOS Bus** and **Luggage Van**	
10:15	Depart for SOS	
10:45	Arrive at SOS - **Orientation**, then move into dorms	
11:30	**Talk About Trees**	
12:15	Lunch	
12:45	**Wilderness Skills - A**	**High Ropes - B**
4:15	Break	
4:25	**Dinner Program**- line up on blacktop	
4:45	Dinner	
5:45	**Fire Drill**	
5:55	**Night Hike - A / B**	
7:00	**Mountain Madness**	
8:00	Return to dorms, showers & journals	9:30 Lights Out

Thursday, January 21- *A Schedule*

6:30	Rise and shine/ Clean dorms / Shower and journaling time	
6:45	1/2 Group A to Dining Hall for set-up (1/2 chaperones)	
7:00	Breakfast - other 1/2 Group A to stays for clean-up (1/2 chaperones)	
8:00	**Silent Mile - A**	**Wilderness Skills - B**
11:30	Break	
11:45	Lunch	
12:15	Snack Shack Open	
12:45	**High Ropes - A**	**Silent Mile - B**
4:15	Break	
4:30	1/2 Group B to Dining Hall for set-up (1/2 chaperones)	
4:45	Dinner - other 1/2 Group B stays for clean-up (1/2 chaperones)	
5:55	**Campfire**	
7:00	**Starwatch**	
8:00	Return to dorms, showers & journals	9:30 Lights Out

Friday, January 22 - *A Schedule*

6:00	Rise and shine/ Clean dorms	
6:30	Pack move out of dorms/luggage to busyard BEFORE breakfast	
7:00	Breakfast	
7:25	Store Open	
8:00	**Raptors & Conservation - A**	**Raptors & Conservation - B**
11:00	Break	
11:15	Load **SOS Bus** and **Luggage Van** for Columbia with **SOS sack lunch**	
11:45	Lunch in Columbia at picnic tables	
12:15	Load Washington Colony Bus	
12:30	Depart for Washington Colony	
3:30	Arrive back at Washington Colony	

TRANSPORTATION PROCEDURES:

Wednesday Washington Colony bus arrives in Columbia by 10:00 a.m., transfer students and luggage to SOS Bus and Van.

Friday: Washing Colony bus to Columbia by 11:45 a.m. to load luggage, then a 12:30 p.m. departure

BE PREPARED FOR WINTER DRIVING CONDITIONS = MUST CARRY CHAINS!

ACTION ITEMS

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

DATE: January 12, 2016

SUBJECT TITLE: Audit Report

Action √ Discussion _____ Information _____

RECOMMENDATION:

Accept the Independent Auditor's Report for the period July 1, 2014 – June 30, 2015

BACKGROUND

By April 1 of each year, the Governing Board must provide for an audit of all district accounts, any other funds which are administered pursuant to a joint powers agreement, and attendance procedures. To conduct this audit, the board must select a certified public accountant or public accountant licensed by the State Board of Accountancy. The audit must be conducted in accordance with General Accounting Office standards for financial and compliance audits.

The audit must identify all expenditures by source of funds and must contain:

1. A statement that the audit was conducted pursuant to standards and procedures established in the audit guides developed by the State Controller.

2. A summary of audit exceptions and management improvement recommendations.

3. A description of the specific actions that are planned or that have been taken to correct any problem identified by the auditor.

By January 31 of each year, the Board must review, at an open meeting, the annual district audit for the prior year, any audit exceptions identified in that audit, the recommendations or findings of any management letter issued by the auditor, and any description of correction or plans to correct any exceptions or any issue raised in a management letter.

CONSIDERATION:

Gary Shrum, Linger, Peterson, Shrum & Co., will present the audit report for the year ending June 30, 2015 for the Board's consideration.

WCESD BOARD OF TRUSTEES

ITEM NO. VI.A.2
DATE: January 12, 2016

SUBJECT TITLE: WARRANTS

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

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

Paid Date(s) From: 12/1/2015 To: 12/31/2015

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
496-ALERT-O-LITE INC	511881417	PV-160123	MAINT SUPPLIES	0100-81500-0-0000-8100-430018-000-00	135.26
				Warrant Total:	**135.26**
				Vendor Total:	**135.26**
655-ALL VALLEY ENVIRONMENTAL IN	511881418	PO-160146	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-8100-550008-000-00	195.00
				Warrant Total:	**195.00**
				Vendor Total:	**195.00**
1467-AMERICAN STEAMWAY INC	511881419	PV-160122	CAFETERIA SUPPLIES	1300-53100-0-0000-3700-430008-000-00	224.27
				Warrant Total:	**224.27**
				Vendor Total:	**224.27**
387-AMERIPRIDE UNIFORM SERVICE IN	511881420	PO-160014	2015-2016 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	60.65
		PO-160014	2015-2016 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	75.28
		PO-160014	2015-2016 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	60.65
		PO-160014	2015-2016 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	75.28
		PO-160014	2015-2016 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	60.65
		PO-160014	2015-2016 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	75.28
				Warrant Total:	**407.79**
	511885373	PO-160014	2015-2016 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	60.65
		PO-160014	2015-2016 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	82.25
		PO-160014	2015-2016 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	60.65
		PO-160014	2015-2016 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	75.28
				Warrant Total:	**278.83**
	511886745	PO-160014	2015-2016 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	62.40
		PO-160014	2015-2016 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	75.28
				Warrant Total:	**137.68**
				Vendor Total:	**824.30**
1391-APPLE INC.	511885374	PO-160195	MD7855LL/B IPAD WI-FI 16GB S	1200-61050-0-0001-1000-440000-000-00	1,024.35
				Warrant Total:	**1,024.35**
				Vendor Total:	**1,024.35**
1172-ASSOCIATED COMPRESSOR & EQU	511881421	PV-160124	HVAC AIR COMPRESSOR	0100-81500-0-0000-8100-430018-000-00	237.01
				Warrant Total:	**237.01**
	511886746	PV-160146	compressor repair	0100-81500-0-0000-8100-560003-000-00	154.50
				Warrant Total:	**154.50**
				Vendor Total:	**391.51**

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
523-AT&T	511881422	PO-160012	2015-2016 OPEN PURCHASE OR	0100-81500-0-0000-8100-590004-000-00	27.70
				Warrant Total:	**27.70**
	511885375	PO-160012	2015-2016 OPEN PURCHASE OR	0100-81500-0-0000-8100-590004-000-00	78.37
				Warrant Total:	**78.37**
				Vendor Total:	**106.07**
1301-B FRESH PRODUCE INC.	511881423	PO-160111	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	691.25
				Warrant Total:	**691.25**
	511885376	PO-160111	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	518.65
		PO-160111	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-07	24.50
				Warrant Total:	**543.15**
	511886747	PO-160111	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-07	97.50
		PO-160111	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	96.00
		PO-160111	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	537.25
				Warrant Total:	**730.75**
				Vendor Total:	**1,965.15**
375-CALIFORNIA'S VALUED TRUST	511881424	PV-160136	CERTIFICATED	0100-00010-0-0000-0000-951400-000-00	34,414.26
		PV-160136	MANAGEMENT	0100-00010-0-0000-0000-951400-000-00	1,520.02
		PV-160136	TRUSTEES	0100-00010-0-0000-0000-951400-000-00	5,506.42
		PV-160136	CLASSIFIED	0100-00010-0-0000-0000-951400-000-00	7,078.40
				Warrant Total:	**48,519.10**
	511881425	PV-160136	BISON	1200-00010-0-0000-0000-951400-000-00	1,683.51
		PV-160136	PRESCH AIDES	1200-00010-0-0000-0000-951400-000-00	7.56
				Warrant Total:	**1,691.07**
	511881426	PV-160136	CAFETERIA	1300-00010-0-0000-0000-951400-000-00	849.29
				Warrant Total:	**849.29**
				Vendor Total:	**51,059.46**
1216-CENTRAL VALLEY SUPPORT SERV	511886748	PO-160132	2015-2016 OPEN PURCHASE OR	0100-00000-0-0000-7200-580010-000-00	17.50
				Warrant Total:	**17.50**
				Vendor Total:	**17.50**
544-CIT TECHNOLOGY FINANCIAL INC.	511885377	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**
1167-CLASSIC CHARTER INC	511885378	PO-160198	CHARTER BUS FEE FOR THE 8	0100-09000-0-1110-1000-580014-000-00	1,804.00

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
				Warrant Total:	**1,804.00**
				Vendor Total:	**1,804.00**
1330-CONTRAX FURNISHINGS LLC	511886749	PO-160081	21679 NOMAD 12 FLAT SHELVI	0100-09000-0-1110-2420-440000-000-00	17,680.48
				Warrant Total:	**17,680.48**
				Vendor Total:	**17,680.48**
915-CRYSTAL CREMERY	511881427	PO-160112	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	66.99
				Warrant Total:	**66.99**
	511885379	PO-160112	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	129.31
		PO-160112	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	200.67
				Warrant Total:	**329.98**
	511886750	PO-160112	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	212.74
		PO-160112	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	87.33
		PO-160112	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	211.64
				Warrant Total:	**511.71**
				Vendor Total:	**908.68**
547-CSTA INC	511881428	PO-160108	REGISTRATION FEE FOR MR. S	0100-31500-0-1110-1000-520000-000-00	205.00
		PO-160108	REGISTRATION FEE FOR MR. S	0100-31500-0-1110-1000-520000-000-00	205.00
		PO-160108	REGISTRATION FEE FOR MR. S	0100-31500-0-1110-1000-520000-000-00	205.00
				Warrant Total:	**615.00**
				Vendor Total:	**615.00**
1208-CULLIGAN INC.	511885380	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**
1319-DACK, PRISCILLA	511886751	PV-160147	CCDAA PKG	0100-31500-0-1110-1000-520000-000-00	9.00
				Warrant Total:	**9.00**
				Vendor Total:	**9.00**
88-DACK, ROBERT	511885381	PV-160137	PARKING FEE CSBA	0100-11000-0-0000-7110-520000-000-00	32.00
				Warrant Total:	**32.00**
				Vendor Total:	**32.00**
755-DRONYK, JEFF	511881429	PO-160099	CELL PHONE REIMBURSEMEN	0100-00000-0-0000-8100-590006-000-00	66.00
				Warrant Total:	**66.00**
				Vendor Total:	**66.00**

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
404-EASTON AUTO PARTS	511881430	PV-160126	MAINT SUPPLIES	0100-81500-0-0000-8100-430010-000-00	302.93
		CM-160004	RETURN AIR FILTER	0100-81500-0-0000-8100-430010-000-00	(74.09)
		PV-160127	MAINT SUPPLIES	0100-81500-0-0000-8100-430018-000-00	44.59
				Warrant Total:	**273.43**
	511886752	PV-160149	MAINT SUPPLIES	0100-81500-0-0000-8100-430018-000-00	46.10
		PV-160151	MAINT SUPPLIES	0100-81500-0-0000-8100-430018-000-00	6.88
		PV-160150	BATT CABLE	0100-09000-0-0000-3600-430024-000-00	29.76
				Warrant Total:	**82.74**
				Vendor Total:	**356.17**
557-FERGUSON ENTERPRISES INC	511886753	PV-160148	MAINT SUPPLIES	0100-81500-0-0000-8100-430018-000-00	44.40
				Warrant Total:	**44.40**
				Vendor Total:	**44.40**
122-FOCUS PACKAGING AND SUPPLY I	511881431	PV-160128	CUSTODIAL SUPPLIES	0100-81500-0-0000-8100-430006-000-00	258.22
				Warrant Total:	**258.22**
				Vendor Total:	**258.22**
1329-FOLLETT EDUCATIONAL SERVICE	511881432	PO-160193	READING PROGRAM SERVICE	0100-09000-0-1110-2420-580000-000-00	399.00
				Warrant Total:	**399.00**
				Vendor Total:	**399.00**
566-FOUNDATION FOR EDUCATIONAL	511885382	PO-160202	REGISTRATION FEE FOR JESU	0100-11000-0-0000-2700-520000-000-76	381.50
		PO-160202	REGISTRATION FEE FOR JESU	0100-11000-0-0000-7150-520000-000-76	163.50
				Warrant Total:	**545.00**
				Vendor Total:	**545.00**
1456-FOX, RILEY	511885383	PV-160138	PRE REFERRAL PROF DEV BO	0100-40350-0-1110-1000-430000-000-00	85.44
				Warrant Total:	**85.44**
				Vendor Total:	**85.44**
127-FRESNO COUNTY OFFICE OF EDUC.	511885384	PO-160211	2015-2016 OPEN PURCHASE OR	0100-00000-0-0000-7200-580018-000-00	212.50
				Warrant Total:	**212.50**
				Vendor Total:	**212.50**
131-FRESNO OXYGEN INC.	511885385	PO-160177	2015-2016 OPEN PURCHASE OR	0100-81500-0-0000-8100-560000-000-00	44.40
				Warrant Total:	**44.40**
				Vendor Total:	**44.40**
141-GLACIER REFRIGERATION & AIR	511886754	PV-160154	PM HEAT	0100-81500-0-0000-8100-560003-000-00	1,014.88

Paid Date(s) From: 12/1/2015 To: 12/31/2015

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
	511886754	PV-160153	BOILER SERVICE	0100-81500-0-0000-8100-560003-000-00	349.11
				Warrant Total:	**1,363.99**
				Vendor Total:	**1,363.99**
1504-GONZALES, ROSE	511886755	PV-160155		1300-53100-0-0000-3700-520000-000-00	4.00
		PV-160155		1300-53100-0-0000-3700-520000-000-00	3.00
				Warrant Total:	**7.00**
				Vendor Total:	**7.00**
1356-GOODFELLOW OCCUPATIONAL TI	511885386	PO-160210	2015-2016 OPEN PURCHASE OR	0100-33100-0-5770-1190-580000-000-79	250.00
		PO-160210	2015-2016 OPEN PURCHASE OR	0100-33100-0-5770-1190-580000-000-79	375.00
		PO-160210	2015-2016 OPEN PURCHASE OR	0100-33100-0-5770-1190-580000-000-79	500.00
				Warrant Total:	**1,125.00**
				Vendor Total:	**1,125.00**
1427-GOODYEAR COMMERCIAL TIRE	511886756	PV-160152	BUS 3 REPAIR	0100-09000-0-0000-3600-560005-000-00	1,168.65
				Warrant Total:	**1,168.65**
				Vendor Total:	**1,168.65**
1497-HERNANDEZ, JESUS C	511881433	PV-160125	CRUZ/DACK	0100-11000-0-0000-2700-520000-000-76	17.23
		PV-160125	CRUZ/DACK	0100-11000-0-0000-7150-520000-000-76	7.38
				Warrant Total:	**24.61**
	511885387	PV-160139	CSBA CONF	0100-11000-0-0000-7150-520000-000-76	6.00
		PV-160140	CSBA CONF	0100-11000-0-0000-2700-520000-000-76	23.80
		PV-160139	CSBA CONF	0100-11000-0-0000-2700-520000-000-76	14.00
		PV-160140	SHUTTLE REIMB	0100-11000-0-0000-7150-520000-000-76	10.20
				Warrant Total:	**54.00**
				Vendor Total:	**78.61**
996-HOUGHTON MIFFLIN	511885388	PO-160157	978-003092477-4 INTERACTIVE	0100-11000-0-1110-1000-410001-000-00	1,740.39
				Warrant Total:	**1,740.39**
				Vendor Total:	**1,740.39**
613-INDEPENDENT SALES	511885389	PV-160141	CUSTODIAL SUPPLIES	0100-81500-0-0000-8100-430006-000-00	41.69
				Warrant Total:	**41.69**
				Vendor Total:	**41.69**
608-INFINITY COMMUNICATIONS	511886757	PO-160217	YEAR 19 CATEGORY ONE ERA	0100-00000-0-0000-7200-580000-000-97	1,750.00
				Warrant Total:	**1,750.00**

Paid Date(s) From: 12/1/2015 To: 12/31/2015

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
				Vendor Total:	**1,750.00**
426-JOE'S BATTERY SERVICE	511886758	PV-160157	BATTERY BUS 3	0100-09000-0-0000-3600-430024-000-00	456.60
				Warrant Total:	**456.60**
				Vendor Total:	**456.60**
1121-JOHNSON CONTROLS INC	511886759	PV-160156	NO HEAT CENTRAL PLANT	0100-81500-0-0000-8100-560003-000-00	3,101.03
				Warrant Total:	**3,101.03**
				Vendor Total:	**3,101.03**
1381-JW PEPPER AND SON INC	511885390	PO-160158	10014102 SKYE BOAT SONG B	0100-09000-0-1155-1000-430000-000-00	169.85
				Warrant Total:	**169.85**
				Vendor Total:	**169.85**
427-LEISLE ELECTRIC	511886760	PV-160158	BUS 3 REPAIR	0100-09000-0-0000-3600-560005-000-00	379.87
				Warrant Total:	**379.87**
				Vendor Total:	**379.87**
195-LINGER PETERSON SHRUM & CO	511885391	PO-160118	2015-2016 OPEN PURCHASE OR	0100-00000-0-0000-7191-580005-000-00	2,260.00
				Warrant Total:	**2,260.00**
				Vendor Total:	**2,260.00**
220-MISSION LINEN SUPPLY INC.	511885392	PO-160117	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-8100-550005-000-00	63.34
				Warrant Total:	**63.34**
	511886761	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**
				Vendor Total:	**190.02**
487-NAPA AUTO PARTS INC	511886762	PV-160159	MAINT SUPPLIES	0100-81500-0-0000-8100-430018-000-00	331.57
				Warrant Total:	**331.57**
				Vendor Total:	**331.57**
377-OFFICE DEPOT	511885393	CM-160005	return	0100-11000-0-1110-1000-430000-000-00	(292.50)
		CM-160010	return	0100-11000-0-1110-1000-430000-000-00	(93.40)
		CM-160006	hatler return	0100-65000-0-5770-1120-430000-000-72	(93.44)
		CM-160009	return	0100-11000-0-1110-1000-430000-000-00	(32.92)
		CM-160007	hatler return	0100-65000-0-5770-1120-430000-000-72	(42.55)
		CM-160008	return	0100-11000-0-1110-1000-430000-000-00	(90.13)
		PO-160209	OFFICE SUPPLIES FOR MR. CR	0100-11000-0-1110-1000-430000-000-00	3.17

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
	511885393	PO-160209	OFFICE SUPPLIES FOR MR. CR	0100-00000-0-1110-1000-430000-200-64	65.13
		PO-160209	OFFICE SUPPLIES FOR MR. CR	0100-00000-0-1110-1000-430000-200-64	16.22
		PO-160209	OFFICE SUPPLIES FOR MR. CR	0100-00000-0-1110-1000-430000-200-64	7.90
		PO-160209	OFFICE SUPPLIES FOR MR. CR	0100-00000-0-1110-1000-430000-200-64	40.73
		PV-160144	YRBK SUPPLIES	0100-11000-0-1110-1000-430000-000-00	47.34
		PO-160209	OFFICE SUPPLIES FOR MR. CR	0100-11000-0-1110-1000-430000-000-00	79.83
		PO-160209	OFFICE SUPPLIES FOR MR. CR	0100-00000-0-1110-1000-430000-100-52	12.22
		PO-160209	OFFICE SUPPLIES FOR MR. CR	0100-00000-0-1110-1000-430000-200-64	47.34
		PO-160209	OFFICE SUPPLIES FOR MR. CR	0100-00000-0-1110-1000-430000-200-64	3.53
		PO-160209	OFFICE SUPPLIES FOR MR. CR	0100-00000-0-1110-1000-430000-200-64	33.47
		PO-160209	OFFICE SUPPLIES FOR MR. CR	0100-11000-0-1110-1000-430000-000-00	14.76
		PO-160209	OFFICE SUPPLIES FOR MR. CR	0100-11000-0-1110-1000-430000-000-00	16.75
		PO-160209	OFFICE SUPPLIES FOR MR. CR	0100-11000-0-1110-1000-430000-000-00	20.73
		PO-160209	OFFICE SUPPLIES FOR MR. CR	0100-11000-0-1110-1000-430000-000-00	32.23
		PO-160209	OFFICE SUPPLIES FOR MR. CR	0100-11000-0-1110-1000-430000-000-00	223.15
		PO-160209	OFFICE SUPPLIES FOR MR. CR	0100-11000-0-1110-1000-430000-000-00	316.01
		PO-160209	OFFICE SUPPLIES FOR MR. CR	0100-65000-0-5770-1120-430000-000-72	91.50
		PO-160209	OFFICE SUPPLIES FOR MR. CR	0100-65000-0-5770-1120-430000-000-72	30.58
		PO-160209	OFFICE SUPPLIES FOR MR. CR	0100-65000-0-5770-1120-430000-000-72	19.91
		PO-160209	OFFICE SUPPLIES FOR MR. CR	0100-65000-0-5770-1120-430000-000-72	2.46
		PO-160209	OFFICE SUPPLIES FOR MR. CR	0100-65000-0-5770-1120-430000-000-72	14.17
		PO-160209	OFFICE SUPPLIES FOR MR. CR	0100-65000-0-5770-1120-430000-000-72	4.71
		PO-160209	OFFICE SUPPLIES FOR MR. CR	0100-00000-0-0000-2700-430013-000-00	136.20
		PO-160209	OFFICE SUPPLIES FOR MR. CR	0100-00000-0-0000-2700-430014-000-76	40.53
		PO-160209	OFFICE SUPPLIES FOR MR. CR	0100-00000-0-0000-2700-430014-000-76	52.17
		PO-160209	OFFICE SUPPLIES FOR MR. CR	0100-00000-0-0000-7150-430014-000-76	22.36
		PO-160209	OFFICE SUPPLIES FOR MR. CR	0100-00000-0-0000-2700-430014-000-76	9.09
		PO-160209	OFFICE SUPPLIES FOR MR. CR	0100-00000-0-0000-2700-430014-000-76	62.49
		PO-160209	OFFICE SUPPLIES FOR MR. CR	0100-00000-0-0000-7150-430014-000-76	17.37
		PO-160209	OFFICE SUPPLIES FOR MR. CR	0100-00000-0-0000-7150-430014-000-76	3.89
		PO-160209	OFFICE SUPPLIES FOR MR. CR	0100-00000-0-0000-7150-430014-000-76	26.78
		PO-160209	OFFICE SUPPLIES FOR MR. CR	0100-00000-0-0000-2700-430014-000-41	40.67
				Warrant Total:	**910.45**
				Vendor Total:	**910.45**
1280-P & R PAPER SUPPLY COMPANY I	511885394	PO-160120	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-430008-000-00	278.81
				Warrant Total:	**278.81**
	511886763	PO-160120	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-430008-000-00	61.36

Paid Date(s) From: 12/1/2015 To: 12/31/2015

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
	511886763	PO-160120	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-430008-000-00	273.43
				Warrant Total:	**334.79**
				Vendor Total:	**613.60**
385-PACIFIC GAS & ELECTRIC INC	511881434	PO-160100	2015-2016 OPEN PURCHASE OR	0100-81500-0-0000-8100-550001-000-00	172.63
		PO-160100	2015-2016 OPEN PURCHASE OR	0100-81500-0-0000-8100-550001-000-00	381.81
		PO-160100	2015-2016 OPEN PURCHASE OR	0100-81500-0-0000-8100-550001-000-00	1,608.17
		PO-160100	2015-2016 OPEN PURCHASE OR	0100-81500-0-0000-8100-550001-000-00	62.36
		PO-160100	2015-2016 OPEN PURCHASE OR	0100-81500-0-0000-8100-550001-000-00	1,564.06
				Warrant Total:	**3,789.03**
				Vendor Total:	**3,789.03**
1486-PEARSON EDUCATION INC	511885395	PO-160054	978148259525 MUSIC 2013 SILV	0100-09000-0-1155-1000-410001-000-00	6,092.82
				Warrant Total:	**6,092.82**
				Vendor Total:	**6,092.82**
1403-PRESCENCE LEARNING INC	511885396	PO-160181	2015-2016 OPEN PURCHASE OR	0100-65000-0-5770-3150-580000-000-78	4,507.59
				Warrant Total:	**4,507.59**
				Vendor Total:	**4,507.59**
508-PURCHASE POWER INC	511886764	PO-160023	2015-2016 OPEN PURCHASE OR	0100-00000-0-0000-7200-590010-000-00	1,500.00
				Warrant Total:	**1,500.00**
				Vendor Total:	**1,500.00**
1512-RAMADA SAN JOSE	511886765	PO-160215	ROOM RESERVATION FEE FO	0100-31500-0-1110-1000-520000-000-00	547.20
				Warrant Total:	**547.20**
				Vendor Total:	**547.20**
1312-ROBERT V. JENSEN INC.	511885397	PO-160103	2015-2016 OPEN PURCHASE OR	0100-09000-0-0000-3600-430009-000-00	172.93
				Warrant Total:	**172.93**
				Vendor Total:	**172.93**
1362-SCHOOL FOOD CONSULTANTS GR(	511881435	PO-160121	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-580000-000-00	1,190.75
				Warrant Total:	**1,190.75**
				Vendor Total:	**1,190.75**
473-SERVI-TECH CONTROLS INC	511881436	PV-160129	MAINT SUPPLIES	0100-81500-0-0000-8100-430018-000-00	168.18
				Warrant Total:	**168.18**
	511886766	PV-160161	MAINT SUPPLIES	0100-81500-0-0000-8100-430018-000-00	149.51
				Warrant Total:	**149.51**

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
				Vendor Total:	**317.69**
1263-SPARKLETTS	511885398	PO-160122	2015-2016 OPEN PURCHASE OR	0100-81500-0-0000-8100-550009-000-00	103.62
				Warrant Total:	**103.62**
				Vendor Total:	**103.62**
308-SPURR	511886767	PO-160035	2015-2016 OPEN PURCHASE OR	0100-81500-0-0000-8100-550003-000-00	1,151.99
				Warrant Total:	**1,151.99**
				Vendor Total:	**1,151.99**
316-STATE OF CALIFORNIA	511886768	PO-160219	FINGERPRINTING FEE	0100-00000-0-1110-1000-580015-000-00	59.00
				Warrant Total:	**59.00**
	511886769	PO-160219	FINGERPRINTING FEE	1300-53100-0-0000-3700-580015-000-00	32.00
				Warrant Total:	**32.00**
				Vendor Total:	**91.00**
815-SUBURBAN PROPANE LP	511881437	PV-160130	MAINT SUPPLIES	0100-81500-0-0000-8100-430018-000-00	84.16
				Warrant Total:	**84.16**
				Vendor Total:	**84.16**
810-SUNBELT RENTALS INC	511886770	PV-160160	PUSH BLOWER RENTAL	0100-81500-0-0000-8100-560011-000-00	127.11
				Warrant Total:	**127.11**
				Vendor Total:	**127.11**
203-SYSCO FOOD SERVICE OF CENTRA	511881438	PO-160134	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	357.78
		PO-160134	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	1,577.78
		PO-160134	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-07	262.37
				Warrant Total:	**2,197.93**
	511885399	PO-160212	SUPPLIES FOR BOARD/STAFF	0100-11000-0-1110-1000-430000-000-00	115.70
		PO-160168	2015-2016 OPEN PURCHASE OR	0100-60100-0-0000-2495-430000-000-00	40.68
		PO-160212	SUPPLIES FOR BOARD/STAFF	0100-00000-0-0000-7110-430014-000-00	73.16
				Warrant Total:	**229.54**
	511885400	PO-160134	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	2,306.36
		PO-160134	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	202.44
		PO-160134	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	1,449.28
		PO-160134	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-07	199.91
		PO-160134	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-07	290.13
				Warrant Total:	**4,448.12**
	511886771	PO-160168	2015-2016 OPEN PURCHASE OR	0100-60100-0-0000-2495-430000-000-00	567.95

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
	511886771	PV-160145	Board Supplies	0100-00000-0-0000-7110-430014-000-00	30.20
				Warrant Total:	**598.15**
				Vendor Total:	**7,473.74**
392-TERMINAL AIR BRAKE SUPPLY INC	511886772	PV-160162	BUS 3 PARTS	0100-09000-0-0000-3600-430024-000-00	21.90
				Warrant Total:	**21.90**
				Vendor Total:	**21.90**
332-THE HOME DEPOT CREDIT SERVICE	511885401	PV-160142	maint supplies	0100-81500-0-0000-8100-430018-000-00	105.82
		PV-160143	maint supplies	0100-81500-0-0000-8100-430018-000-00	156.69
				Warrant Total:	**262.51**
				Vendor Total:	**262.51**
1283-THOMPSON, BETTY W	511885402	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	511881439	PO-160105	2015-2016 OPEN PURCHASE OR	0100-09000-0-1110-1000-560008-200-84	738.09
				Warrant Total:	**738.09**
				Vendor Total:	**738.09**
888-TOTAL FILTRATION SERVICES INC	511881440	PV-160131	MAINT SUPPLIES	0100-81500-0-0000-8100-430018-000-00	441.19
				Warrant Total:	**441.19**
				Vendor Total:	**441.19**
1377-VERIZON WIRELESS	511886773	PO-160106	2015-2016 OPEN PURCHASE OR	0100-00000-0-0000-8100-590006-000-00	2.49
				Warrant Total:	**2.49**
				Vendor Total:	**2.49**
362-WASHINGTON COLONY	511881441	PV-160135	MEAL/MLG CSBA MATHEW	0100-11000-0-0000-7110-520000-000-00	527.21
		PV-160134	MEALS CSBA CONF CRUZ	0100-11000-0-0000-7150-520000-000-76	42.00
		PV-160133	MEALS CSBA CONF CHAVEZ	0100-11000-0-0000-7110-520000-000-00	140.00
		PV-160134	MEALS CSBA CONF CRUZ	0100-11000-0-0000-2700-520000-000-76	98.00
		PV-160132	MEALS CSBA CONF DEC	0100-11000-0-0000-7110-520000-000-00	140.00
				Warrant Total:	**947.21**
				Vendor Total:	**947.21**
967-WASTE MANAGEMENT/USA WAST	511881442	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**

Paid Date(s) From: 12/1/2015 To: 12/31/2015

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
785-WELLS FARGO FINANCIAL LEASIN	511885403	PO-160032	2015-2016 OPEN PURCHASE OR	0100-09000-0-5770-1110-560008-000-00	138.63
		PO-160032	2015-2016 OPEN PURCHASE OR	0100-09000-0-1110-1000-560008-100-82	138.60
				Warrant Total:	**277.23**
	511885404	PO-160032	2015-2016 OPEN PURCHASE OR	1200-61050-0-0001-1000-560008-000-00	138.60
				Warrant Total:	**138.60**
	511885405	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**
373-ZOOM IMAGING SOLUTIONS INC	511881443	PO-160031	2015-2016 OPEN PURCHASE OR	0100-09000-0-1110-1000-430000-100-82	175.94
		PO-160031	2015-2016 OPEN PURCHASE OR	0100-09000-0-5770-1110-430000-000-82	175.92
		PO-160030	2015-2016 OPEN PURCHASE OR	0100-09000-0-0000-7200-430014-000-86	257.77
				Warrant Total:	**609.63**
	511881444	PO-160031	2015-2016 OPEN PURCHASE OR	1200-61050-0-0001-1000-430000-000-82	175.94
				Warrant Total:	**175.94**
	511881445	PO-160031	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-430000-000-82	175.94
				Warrant Total:	**175.94**
	511885406	PO-160028	2015-2016 OPEN PURCHASE OR	0100-09000-0-1110-1000-430000-200-84	423.79
		PO-160029	2015-2016 OPEN PURCHASE OR	0100-09000-0-1110-1000-430000-100-82	409.45
				Warrant Total:	**833.24**
				Vendor Total:	**1,794.75**

Paid Date(s) From: 12/1/2015 To: 12/31/2015

Total # of Warrants: **92** **Grand Total:** **128,631.00**

WCESD BOARD OF TRUSTEES

ITEM NO. VI.A.4(a)
DATE: January 12, 2016

SUBJECT TITLE: CONTRACTS/SERVICE AGREEMENTS

Action ___√___ Discussion _____ Information _____

RECOMMENDATION
Approve the FCOE Fingerprint Consortium Agreement.

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
Consider approving the FCOE Fingerprint Consortium Agreement.

FINANCIAL IMPACT:
"Each School District shall pay FCSS the applicable Fingerprint Fee based on each Fingerprint that FCSS performs for any applicant whom School District refers." FCSS will invoice each school district after each quarter (on or around January, April, July and October of each year) for all previous quarter.

FUNDING SOURCE:
General Fund (0100)
School-wide

Moved by _____ Second _____

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

ATTACHMENT 1

SIGNATURE PAGE

TO FINGERPRINT CONSORTIUM AGREEMENT

("Agreement")

PARTY INFORMATION

Name of Party: Washington Colony Elementary School District

Contact Person: Maria Rodriguez

Department (if applicable): _____

Street Address: 130 E Lincoln Avenue

Fresno CA 93706

Phone: 559-233-0706

Email: mariarodriguez@washingtoncolony.org

ACKNOWLEDGEMENT AND SIGNATURE

In consideration of the covenants, conditions, and promises in and for good and valuable consideration and the mutual benefits to be derived from the Agreement, the above-named Party has reviewed, and understands and hereby enters into the Agreement. The above-named Party understands and agrees that the Agreement is between and amongst the Parties that have executed their respective Signature Form.

The person executing below on behalf of the above-named Party represents that he/she is authorized to execute on behalf of and to bind the Party to the Agreement.

Signature: _____ Date: 1/12/2016

Print Name: Jesus H Cruz

Title: Superintendent

FINGERPRINT CONSORTIUM AGREEMENT

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

FCOE Department: Human Resources

This Fingerprint Consortium Agreement **("Agreement")** is entered into between and amongst the Parties that have executed their respective Signature Pages and any school district, charter school, or joint powers authority in Fresno County, California that may later execute the Signature Page and become a Party to this Agreement. The Fresno County Superintendent of Schools ("FCSS") and each school district, charter school, and joint powers authority that has executed a Signature Page is referred to separately as a **"Party"** and collectively as the **"Parties"**. All Parties, except FCSS, are referred to separately as a **"School District"** and collectively as **"School Districts"**. 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, agents, and volunteers.

This Agreement contains the following, each of which is a part of this Agreement regardless of whether it is attached to this Agreement:

Recitals

General Terms and Conditions

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

Signature Page form (attached)
Operating Procedures (not attached)
Required Documents (see Section 1.10, not attached)

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

RECITALS

This Agreement is entered into based on the following recitals, which shall constitute a part of this Agreement:

A. School districts, county boards of education, county superintendents of schools, and charter schools (separately and collectively referred to as **"LEA"**) are prohibited, with certain exceptions, from hiring or retaining in employment or in specified volunteer positions persons who have been convicted of specified crimes. (Education Code § 44346.1; *See also* Penal Code § 667.5(c) ["violent felony'], rev. 04/2014; Penal Code § 1192.7 ["serious felony"], rev. 04/2014; (e) ["conviction"], rev. 05/2014.) For purposes of this Agreement, a **"Volunteer"** is any person accepted by the LEA to provide services for or on behalf of the LEA where the LEA is not required to and does not pay any monetary and/or in-kind compensation to the person.

B. To comply with the requirements set forth in Recital A above and each LEA's respective policies, LEA are required to have each person to be employed, or used as a Volunteer in a school, by the LEA submit to fingerprinting and criminal history check.

C. For situations in which a person is an applicant for employment, is employed on a part-time or substitute basis, or is a Volunteer in multiple school districts within a county or within contiguous counties, the school districts may agree among themselves to designate a single school district, or a county superintendent of schools may agree to act on behalf of participating school districts within the county or contiguous counties, for the purpose of performing the following duties: (1) sending fingerprints to DOJ; (2) receiving reports of convictions of serious and violent felonies, criminal

history records, and reports of subsequent arrests from DOJ; and (3) maintaining a common list of persons eligible for employment **("Common List")**.

D. By this Agreement, the School Districts desire to designate FCSS, and FCSS desires to act on behalf of FCSS and the School Districts to perform the following duties (collectively **"FCSS Administrator Duties"**) and other duties required of FCSS under this Agreement: (1) sending fingerprints to DOJ; (2) receiving reports of convictions of serious and violent felonies, criminal history records, and reports of subsequent arrests from DOJ; and (3) maintaining the Common List.

E. By this Agreement, the Parties also desire to set forth the terms and conditions that will govern FCSS' performance of the FCSS Administrator Duties and other duties required of FCSS under this Agreement, and each Party's rights and obligations related to the Fingerprint Consortium and the handling and use of criminal offender record information **("CORI")**, which shall mean records and data compiled by criminal justice agencies for purposes of identifying criminal offenders and of maintaining as to each such offender a summary of arrests, pretrial proceedings, the nature and disposition of criminal charges, sentencing, incarceration, rehabilitation, and release. Except as specifically required of FCSS by this Agreement, FCSS does not by this Agreement undertake or assume any responsibilities, obligations, or liabilities that are required of each School District by this Agreement and/or Applicable Law.

GENERAL TERMS AND CONDITIONS

ARTICLE 1 SCOPE OF SERVICES AND OBLIGATIONS.

SECTION 1.1 ESTABLISHMENT AND CONTINUATION OF FINGERPRINT CONSORTIUM. The Parties acknowledge that the Fingerprint Consortium has existed and currently exists, and that FCSS has been and continues to perform the FCSS Administrator Duties. By this Agreement, the Parties desire to continue with the Fingerprint Consortium and to have each Party perform the obligations required of it under this Agreement. The Fingerprint Consortium is an arrangement by the Parties to implement fingerprint rolling, criminal background checks, and other related functions as set forth in this Agreement and is not a legal entity separate and apart from the Parties.

SECTION 1.2 OPERATING PROCEDURES.

1.2.1 DEVELOPMENT. FCSS shall prepare and provide to each School District the Operating Procedures. Each Party hereby agrees to comply with the Operating Procedures, including any revisions that FCSS may make thereto in accordance with Subsection 1.2.2. The Operating Procedures may include requirements and procedures relating to the following:

1.2.1.1 Submission of the Employee Statement or other DOJ-required forms.

1.2.1.2 Issuance of passwords to Designated Personnel to allow access into the Common List.

1.2.1.3 Access to and use of the Common List.

1.2.1.4 FCSS notices to the School Districts regarding inspection of, and provision to the applicable Applicant of a copy of, CORI or the subsequent arrest reports.

1.2.1.5 Process and form(s) that each School District will use to submit the notice of termination of an employee or a Volunteer.

1.2.1.6 Forms to be used by the Parties in providing notices and implementing the requirements of this Agreement.

1.2.1.7 Other requirements and procedures that FCSS determines necessary to comply with applicable laws and/or implement this Agreement and the Fingerprint Consortium.

The requirements and procedures set forth in the Operating Procedures shall not be in conflict with any provision of this Agreement or Applicable Law.

1.2.2 REVISION. From time to time, FCSS may revise the Operating Procedures as FCSS determines appropriate for the efficient operation of the Fingerprint Consortium and/or to comply with the Applicable Law and the requirements of DOJ or other applicable government agencies, provided that

any such revision to the Operating Procedures shall not conflict with any provisions of this Agreement. The revised Operating Procedures shall not take effect until after FCSS has provided the School Districts with written notice thereof before the date on which they will become effective. FCSS shall provide the written notice by electronic mail to each School District's Contact Person listed on the School District's Signature Page or subsequently designated as the Contact Person by School District.

SECTION 1.3 FCSS AS CUSTODIAN OF RECORDS.

1.3.1 DESIGNATION OF CUSTODIAN OF RECORDS. FCSS shall designate one or more FCSS employees to serve as the custodian of records for purposes of the Fingerprint Consortium (separately and collectively referred to as **"Custodian of Records"**). Each FCSS employee whom FCSS designates as a Custodian of Record shall be confirmed by DOJ, submit to a fingerprint-based criminal background clearance by DOJ, and meet the requirements of Penal Code section 11102.2 and other applicable legal requirements. The Custodian of Records shall be responsible for the following:

1.3.1.1 Receiving CORI and other communications from DOJ.

1.3.1.2 Security, storage, dissemination, and destruction of CORI that DOJ furnishes to FCSS and serving as the primary contact for DOJ for any related issues.

1.3.1.3 Communicate with the School Districts regarding CORI that DOJ furnishes to FCSS and serve as the primary contact for the School Districts for any related issues.

1.3.2 RECORD KEEPING. FCSS shall perform the following record keeping functions relating to the Fingerprint Consortium:

1.3.2.1 Maintain a list of each School District to which FCSS has released or communicated CORI.

1.3.2.2 Maintain a record of all persons to whom FCSS has shown a CORI or report of subsequent arrest for any Applicant on the Common List, which record FCSS shall make available to DOJ to monitor compliance with the requirements of confidentiality contained in Education Code section 44830.2.

1.3.2.3 Maintain a list of the Parties to this Agreement **("List of Parties")** and update the List of Parties as new Parties join or terminate this Agreement. FCSS shall provide a copy of the List of Parties to any Party that requests it.

1.3.3 SCOPE OF FCSS OBLIGATIONS. By performing the obligations required of FCSS under Subsections 1.3.1 and 1.3.2, the FCSS Administrator Duties, and other obligations required of FCSS to administer and implement the Fingerprint Consortium, FCSS does not assume any responsibilities, obligations, and/or liabilities to any affected Applicant, any affected School District, or any third party arising out of, relating to, or caused by: (A) any CORI or subsequent arrest or disposition notification or reports received from DOJ, and/or (B) the School District's employment decisions and actions, and/or notices thereof.

SECTION 1.4 FCSS AND SCHOOL DISTRICT AS EMPLOYERS. Each Party, in its capacity as an employer, is solely responsible for the following:

1.4.1 NEW APPLICANT: Review any CORI received from DOJ relating to a New Applicant (as defined in Subsection 1.5.1 below), determine whether to hire the New Applicant, and perform all obligations required of the Party under Section 1.5 below.

1.4.2 EXISTING APPLICANT: Review any subsequent arrest information received from DOJ relating to an Existing Applicant (as defined in Subsection 1.6.1 below), determine whether to retain the Existing Applicant as an employee or a Volunteer, and perform all obligations required of the Party under Section 1.6 below.

SECTION 1.5 NEW APPLICANTS.

1.5.1 NEW APPLICANT DEFINED. **"New Applicant"** means one of the following persons where he/she is required by Applicable Law to submit to a Fingerprint:

1.5.1.1 A person who has applied and is being considered by a Party for employment with the Party.

1.5.1.2 A person who has applied and is being considered by a Party for a volunteer position with the Party.

1.5.2 PARTY REFERRAL AND SCHEDULING OF NEW APPLICANTS FOR FINGERPRINTING.

1.5.2.1 REFERRAL OF NEW APPLICANTS. Each Party shall refer Applicants to FCSS for Fingerprints. On a case-by-case basis as determined between FCSS and the affected Party, a Party may refer an Applicant to a Live Scan center operated by a third party for fingerprint rolling, with the resulting CORI to be transmitted by DOJ to FCSS as part of the Fingerprint Consortium.

1.5.2.2 PERSONS NOT ELIGIBLE FOR FINGERPRINTING THROUGH FINGERPRINT CONSORTIUM – EMPLOYEE OR VOLUNTEER OF THIRD PARTY. A Party shall not refer to FCSS for a Fingerprint any employee, volunteer, or any other person who is otherwise retained by a third party. As an example, a School District shall not refer to FCSS for a Fingerprint the employee of a contractor where the contractor has agreed in a contract with the School District to provide certain services for School District's students at School District's sites.

1.5.2.3 SCHEDULING OF FINGERPRINTING AND COMPLETION OF DOJ FORM(S). FCSS shall prepare and provide to each School District the Operating Procedures (see Section 1.2 above).

1.5.3 FCSS FINGERPRINT ROLLING AND TRANSMISSION THEREOF TO DOJ AND FBI.

1.5.3.1 CERTIFIED FINGERPRINT ROLLER. FCSS shall provide one or more staff to exercise the functions of fingerprint roller, each such staff to be certified as required by DOJ and shall meet the requirements under Penal Code section 11102.1.

1.5.3.2 FINGERPRINT ROLLING. For each Applicant, FCSS shall conduct fingerprint using Live Scan bearing the legible rolled and flat impressions of the Applicant's fingerprints, input demographic information of the Applicant, and transmit the fingerprints and the Applicant's personal description to DOJ (collectively **"Fingerprint"**). FCSS shall prepare and maintain records relating to the Fingerprint as required by Applicable Law.

1.5.3.3 TRANSMISSION TO DOJ AND FBI. FCSS shall transmit the Fingerprint to DOJ and, if required by Applicable Law or requested by the School District requesting the Fingerprint of a New Applicant, FCSS shall request that DOJ forward the Fingerprint to the Federal Bureau of Investigation **("FBI")** for the purpose of obtaining any record of previous convictions of the New Applicant.

1.5.4 FCSS RECEIPT OF REPORTS AND RECORDS FROM DOJ, AND NOTICE TO AND REVIEW THEREOF BY SCHOOL DISTRICTS. FCSS shall receive any CORI on all New Applicants from DOJ. When FCSS receives a CORI, FCSS shall notify the applicable School District's Designated Personnel to inspect the CORI at FCSS' office on a date and time to be agreed upon by FCSS' staff and School District's staff.

1.5.5 PARTY RESPONSIBILITY FOR HIRING OF AND COMMUNICATION WITH NEW APPLICANT. Each Party is solely responsible for reviewing CORI received from DOJ relating to any New Applicant whom the Party desires to employ or retain as a volunteer, determining whether to hire as an employee or retain as a volunteer the New Applicant, and communicating with the New Applicant regarding the Party's hiring decisions.

1.5.6 SCHOOL DISTRICT NOTICE OF NON-HIRING OF NEW APPLICANT; FCSS NOTICE TO DOJ. Each School District shall notify FCSS in writing via email immediately when School District does not hire a New Applicant.

SECTION 1.6 EXISTING APPLICANTS.

1.6.1 EXISTING APPLICANT DEFINED. **"Existing Applicant"** means a person who: (A) has submitted to fingerprinting and criminal background checks by DOJ and, if applicable, by FBI; (B) DOJ has previously furnished information to FCSS that such person has no criminal records; (C) is a current employee or Volunteer of one or more Parties; and (D) is listed in the Common List.

1.6.2 COMMON LIST.

1.6.2.1 FCSS MAINTENANCE. As authorized by California laws, FCSS maintains the Common List based on information that DOJ has furnished to FCSS that the Existing Applicants listed on the Common List have no criminal records. FCSS stores the Common List and makes it accessible only to Designated Personnel.

1.6.2.2 RESTRICTED ACCESS TO DESIGNATED PERSONNEL. The Common List is accessible electronically to each Party's superintendent and/or such employee(s) of the Party as designated by the Party's superintendent or authorized designee (separately and collectively **"Designated Personnel"**). Each Party shall monitor and ensure that each Designated Personnel designated by the Party has submitted to a Fingerprint, met and continues to meet applicable legal requirements for the Designated Personnel to access the Common List, and signed the Employee Statement or other form(s) as required by DOJ or Applicable Law. A Party that desires to designate or remove from designation a Designated Personnel must complete and sign a Personnel Designation/Removal Form, which form shall be obtained from FCSS.

1.6.3 SUBSEQUENT ARREST REPORTS AND ACTIONS RELATED THERETO.

1.6.3.1 REQUEST FOR SERVICES AND REPORTS FROM DOJ. FCSS will request from DOJ subsequent arrest services and reports for each Existing Applicant.

1.6.3.2 FCSS RECEIPT OF SUBSEQUENT ARREST REPORTS AND ACTIONS RELATED THERETO. FCSS will receive from DOJ any subsequent arrest reports on any Existing Applicant. When FCSS receives from DOJ a subsequent arrest report or other notice that a person listed on the Common List has any criminal record, FCSS will: (A) remove the affected Existing Applicant from the Common List; and (B) communicate to each School District where FCSS' Custodian of Records has information that the Existing Applicant is an employee or Volunteer regarding FCSS' receipt of the report or notice from DOJ. FCSS' removal of an Existing Applicant from the Common List does not affect in any way a School District's employment of an Existing Applicant or retention of the Existing Applicant as a Volunteer. Each affected School District must review the subsequent arrest reports and determine whether to retain the affected Existing Applicant, and perform all obligations required of School District pursuant to this Section 1.6.

1.6.4 TERMINATION OF EMPLOYMENT OR VOLUNTEER POSITION AND ACTIONS RELATED THERETO.

1.6.4.1 SCHOOL DISTRICT NOTICE OF TERMINATION OF EMPLOYMENT OR VOLUNTEER POSITION. Each School District shall notify FCSS in writing immediately via email when an Existing Applicant is no longer an employee or Volunteer of the School District.

1.6.4.2 FCSS RECEIPT OF NOTICE OF TERMINATION OF EMPLOYMENT OR VOLUNTEER POSITION AND ACTIONS RELATED THERETO. When FCSS receives from a School District written notice that an Existing Applicant is no longer an employee or a Volunteer of the School District, FCSS shall use reasonable diligence to determine whether the affected Existing Applicant is employed or a Volunteer with any other Party. If, after using reasonable diligence, FCSS determines that the affected Existing Applicant is employed or is a Volunteer with another Party, the affected Existing Applicant shall

remain on the Common List. If, after using reasonable diligence, FCSS determines that the affected Existing Applicant is not and has not been employed or held a volunteer position with any Party for a continuous period of 18 months, FCSS will notify DOJ in accordance with DOJ requirements by completing DOJ's No Longer Interested Form or other form(s) as DOJ may require.

SECTION 1.7 ENSURING CONFIDENTIALITY OF CRIMINAL HISTORY INFORMATION. Under California laws, all information obtained from the DOJ is confidential.

1.7.1 STORAGE, DISSEMINATION, AND DISCLOSURE. Each Party shall ensure the following as to information received from DOJ:

1.7.1.1 No recipient may disclose its contents or provide copies of information.

1.7.1.2 Information received shall be stored in a locked file separate from other files, and shall only be accessible to the Custodian of Records and be made available for inspection by Designated Personnel.

1.7.1.3 Information received shall be destroyed upon the hiring determination in accordance with subdivision (a) of Section 708 of Title 11 of the California Code of Regulations and other Applicable Law.

1.7.1.4 Compliance with destruction, storage, dissemination, auditing, backgrounding, and training requirements as set forth in Sections 700 through 708 inclusive, of Title 11 of the California Code of Regulations and Penal Code section 11077 governing the use and security of CORI.

1.7.2 UNAUTHORIZED FURNISHING OR RECEIPT OF RECORD. Any person authorized by law to receive a record or information obtained from a record who knowingly furnishes the record or information to a person who is not authorized by law to receive the record or information is guilty of a misdemeanor. Any person, except those specifically referred to in Evidence Code section 1070, who, knowing he/she is not authorized by law to receive a record or information obtain from a record, knowingly buys, receives, or possesses the record or information is guilty of a misdemeanor. As used in this Subsection 1.7.2, **"record"** means the master record of information compiled by the California Attorney General pertaining to the identification and criminal history of any person, such as name, date of birth, physical description, fingerprints, photographs, dates of arrests, arresting agencies and booking numbers, charges, dispositions, and similar data about the person.

1.7.3 PROTECTION OF CONFIDENTIAL MATERIAL. Unless stated otherwise in this Agreement or Applicable Law in which case such provisions shall apply to the extent provided therein, the following shall apply to any document and/or information that is subject to nondisclosure or protection under federal and/or California laws (collectively and separately **"Confidential Material"**) that are provided to or created by any 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 its 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 Material for any purpose not related to a Party's performance of its obligations or exercise of its rights under 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 Subsection 1.7.3 shall survive the termination of this Agreement.

SECTION 1.8 COMPLIANCE WITH APPLICABLE LAWS. Each Party shall comply with all laws and regulations (collectively **"Law"**) applicable to its performance of this Agreement, and all Law that it agreed to comply with under this Agreement (referred to collectively and separately as **"Applicable Law"** and shall include provisions in the California Education Code, California Penal Code, and federal and California statutes and regulations relating to fingerprinting and criminal history check of persons employed by school district as well as amendments and Law that are in effect as of the Effective Date or become effective). Each Applicable Law is deemed inserted herein; however, if any conflict or inconsistency exists between a provision in this Agreement and an Applicable Law, the provision in this Agreement shall govern except

where the provision in this Agreement is specifically prohibited or void by the Applicable Law in which case the Applicable Law shall govern to the extent provided therein.

SECTION 1.9 COMPLIANCE WITH APPLICABLE CONTRACTS. Each Party shall comply with the terms and conditions of each contract that is in effect between DOJ and FCSS governing the Fingerprint Consortium, and other contract(s) that FCSS may enter into that are necessary to administer or implement the Fingerprint Consortium.

SECTION 1.10 PROVISION OF REQUIRED DOCUMENTS.

1.10.1 Each Party shall provide to FCSS each document that is required of the Party to be submitted to FCSS under this Agreement, which are referred to separately as **"Required Document"** and collectively as **"Required Documents"**. Each Required Document is incorporated by reference into and constitutes a part of this Agreement regardless of whether it is attached to this Agreement.

1.10.2 The Required Documents shall include but are not limited to the following documents when they are completed, signed, and submitted to FCSS: (A) Personnel Designation/Removal Form; (B) Employee Statement; (C) proof of insurance in accordance with Article 4; and (D) each document required to be submitted by the Operating Procedures.

1.10.3 FCSS may modify the Personnel Designation/Removal Form, Employee Statement, and any other the forms required by this Agreement or the Operating Procedures as FCSS determines necessary in order to comply with Applicable Law and/or implement this Agreement and the Fingerprint Consortium.

ARTICLE 2 PAYMENT.

SECTION 2.1 FINGERPRINT FEE.

2.1.1 SCHOOL DISTRICT APPLICANTS. As full consideration and compensation for Fingerprint, the FCOE Administrative Services, and other services that FCSS provides to each School District under this Agreement, each School District shall pay FCSS the applicable Fingerprint Fee based on each Fingerprint that FCSS performs for any Applicant whom School District refers for a Fingerprint **("School District Applicant")** or on each fingerprint rolling that a third party performs but FCSS transmits to DOJ and receives reports relating thereto from DOJ. FCSS will invoice each School District after each quarter (on or around January, April, July, and October of each year) for all Fingerprint Fees for Fingerprints that FCSS performs for the School District Applicants during the previous quarter. FCSS will not accept any payment for any Fingerprint from any School District Applicant. Each School District, in accordance with Applicable Law, may require that an Applicant pay or reimburse School District directly for the Fingerprint Fee.

2.1.2 FCSS APPLICANTS. FCSS, in accordance with Applicable Law, shall pay for or collect from each Applicant the Fingerprint Fee for each Fingerprint that FCSS performs for each Applicant whom FCSS refers for a Fingerprint **("FCSS Applicant")**.

2.1.3 FINGERPRINT FEE. "**Fingerprint Fee**" means the fee that FCSS charges for each Fingerprint and that is in effect at the time FCSS performs the Fingerprint. FCSS shall prepare and provide to the School Districts the Fingerprint Fee Schedule. FCSS shall have the right to modify the rates of the Fingerprint Fee and the modified rates shall be effective as to each School District within 15 days after FCSS provides written notice of such modification to the School District or such later date as FCSS may state in the written notice.

SECTION 2.2 DOJ FINGERPRINT PROCESSING FEE. Each Party that has an account with DOJ shall be solely responsible for payment and shall pay directly to DOJ all fees that DOJ charges for DOJ to process fingerprint rolling and conduct criminal background checks of the Party's Applicants **("DOJ Fees")**. If a School District does not have an account with DOJ, FCSS will invoice the School District after each quarter (on or around January, April, July, and October of each year) for all DOJ Fees relating to the Party's Applicants.

SECTION 2.3 ADDITIONAL COSTS. FCSS currently owns or leases Live Scan machines in order to conduct the fingerprint rolling and transmission thereof to DOJ. At FCSS' election and after providing written notice to the School Districts, FCSS may purchase or lease one or more Live Scan machines to replace or

add to existing Live Scan machines. FCSS' notice shall state, at a minimum, the Live Scan machine(s) that FCSS intends to purchase or lease, the purchase or lease price of each Live Scan machine, the amount that each Party will be expected to contribute to the purchase or lease price, and the date on which FCSS expects to complete each purchase or lease. FCSS shall give such notice in writing to School Districts at least 60 days before the date on which FCSS intends to complete a purchase or lease. Any contribution made pursuant to this Section shall be set forth in a separate agreement or an amendment to this Agreement and provisions shall be included in such agreement or amendment addressing the handling of the purchase or lease of any Live Scan machine upon a Party's termination from this Agreement.

ARTICLE 3 TERM AND TERMINATION OF AGREEMENT.

SECTION 3.1 CONTRACT TERM. This Agreement is effective on the following **"Effective Date"**: (A) March 1, 2016 as to each Party listed on the attached Parties List; or (B) the date on which FCSS accepts a Party that is not listed on the attached Parties List and that enters into this Agreement by executing the Signature Page and submitting it to FCSS. This Agreement shall continue in full force and effect unless terminated in accordance with Section 3.2 below.

SECTION 3.2 TERMINATION OF AGREEMENT.

3.2.1 SCHOOL DISTRICT TERMINATION AS PARTY TO AGREEMENT FOR CAUSE/WITHOUT CAUSE. Unless specifically permitted otherwise in this Section 3.2, a School District may terminate, with or without cause, this Agreement as to the School District only by giving FCSS and the other School Districts written notice thereof at least 90 days before the date on which termination of this Agreement becomes effective for the Party.

3.2.2 FCSS TERMINATION OF AGREEMENT FOR CAUSE/WITHOUT CAUSE. Unless specifically permitted otherwise in this Section 3.2, FCSS may terminate, with or without case, this Agreement as to FCSS and all School Districts by giving the School Districts written notice thereof at least 180 days before the effective date of termination of this Agreement.

3.2.3 TERMINATION OF SCHOOL DISTRICT FOR CAUSE. Despite any contrary provisions in this Agreement, FCSS may terminate this Agreement as to any School District upon the School District's material breach of one or more provisions of this Agreement and after FCSS has provided the breaching School District written notice at least 30 days before the date on which termination of this Agreement becomes effective for the School District and provided the School District an opportunity to cure the material breach within the 30 days and to notify FCSS in writing when such cure has been completed. If the breaching School District has not cured the material breach upon expiration of the 30 days or any extension thereof agreed upon between FCSS and the breaching School District, this Agreement shall terminate only as to the School District effective 12:00 midnight on the 30th day or the last day of the extension (if any) without any further notice or action by FCSS or any other Party.

3.2.4 RIGHTS AND OBLIGATIONS UPON TERMINATION. Upon and after termination of this Agreement pursuant to Subsection 3.2.1, 3.2.2, or 3.2.3, each School District that is no longer a Party to this Agreement shall be responsible for payment and shall pay: (A) to FCSS all Fingerprint Fees for School District Applicants whom the School District referred to FCSS for Fingerprints; and (B) to FCSS or, if School District has an account, to DOJ any and all DOJ Fees that are due to DOJ.

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 a School District's payment to FCSS of any portion of the Fingerprint Fee that is due from School District to FCSS or School District's payment to DOJ of any portion of the DOJ Fee that is due from School District to DOJ.

ARTICLE 4 INSURANCE.

Each Party, at its cost, 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 any other Party upon that

other Party's request: (A) *commercial general liability* with limits of not less than $1,000,000 per occurrence and $2,000,000 general aggregate and with coverage for property damage, bodily injury, and personal and advertising injury; (B) w*orkers compensation* in accordance with California laws and *employer's liability insurance* with a limit of not less than $1,000,000 per accident; and (C) c*ommercial automobile liability* covering, at a minimum, non-owned and hired autos and, if there are any autos owned by a 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 any 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 any other Party shall notify that 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 one, several, or all of the Parties are liable. **"Third Party"** means a person who or an entity that is *not* any of the following: (A) a Party; (B) a Party's governing body and members thereof, officer, employee, or agent; 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, the affected School District shall pay FCSS the portion of the Fingerprint Fee that is undisputed and due to FCSS from the School District; if a disputed portion of the Fingerprint Fee is determined in a Final Determination to be due to FCSS, the School 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 School District and FCSS, in which case, the School District shall pay FCSS in accordance therewith. Any dispute between a Party and DOJ relating to the DOJ Fees shall be resolved by and between the Party and DOJ. 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 replaces and supersedes any other agreement and/or understanding that may be in effect between FCSS and any of the School Districts relating to fingerprinting, criminal background checks, and/or other subjects covered by this Agreement. 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, TRANSFER, AND SUBCONTRACT. 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 any other Party. This Agreement does not and shall not be construed to create an employment or agency relationship, partnership, or joint venture between any of 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 FCSS' prior written consent.

SECTION 7.4 NOTICES. Except as may be stated otherwise in this Agreement or the Operating Procedures 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 or the Operating Procedures in writing and by one of the following methods to the other Parties at their respective address and/or email stated on the each Party's Signature Page, delivery to be effective as to each Party upon receipt thereof by that 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, ***as 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 Party's Signature Page by notifying the other Parties 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.

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WCESD BOARD OF TRUSTEES

ITEM NO. VI.A.4(b)
DATE: January 12, 2016

SUBJECT TITLE: CONTRACTS/SERVICE AGREEMENTS

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Approve the three-year Audit Proposal between Gary Shrum, Linger, Peterson, Shrum & Co. and Washington Colony Elementary School District covering the period June 30, 2016 through June 30, 2018.

BACKGROUND

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

CONSIDERATION

Consider approving three-year Audit Proposal between Gary Shrum, Linger, Peterson, Shrum & Co. and Washington Colony Elementary School District covering the period June 30, 2016 through June 30, 2018.

FINANCIAL IMPACT:

Fiscal Year Ended June 30, 2016	$12,000.00
Fiscal Year Ended June 30, 2017	$12,700.00
Fiscal Year Ended June 30, 2018	$13,500.00

FUNDING SOURCE:

General Fund (0100)

Moved by _____ Second _____

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

Linger, Peterson, Shrum & Co.
Certified Public Accountants
Licensed by the California Board of Accountancy

Gary A. Shrum
Kendra L. Keiscome
Marilyn K. Adams

Robert L. Linger (1932 - 2013)
Jim L. Peterson (Retired)

December 22, 2015

Mr. Jesus Cruz
Washington Colony School District
130 E. Lincoln Ave.
Fresno, California 93706

Dear Mr. Cruz:

Enclosed is a three-year audit proposal for the Washington Colony School District covering the period June 30, 2016 through June 30, 2018. We have enclosed two copies of this proposal for the Board. If this proposal is accepted, please return one signed copy to our office.

If you or the Board would like additional information, please give us a call.

We look forward to working again with you and the rest of the staff at the District.

Very truly yours,

LINGER, PETERSON, SHRUM & CO.

Gary Shrum

GS:ls

Enclosures

Santa Maria Building • 575 E. Locust Ave., • Suite 308 • Fresno, Ca 93720-2928
(559) 438-8740 • FAX 438-8746

Linger, Peterson, Shrum & Co.
Certified Public Accountants
Licensed by the California Board of Accountancy

Gary A. Shrum
Kendra L. Keiscome
Marilyn K. Adams

Robert L. Linger (1932 - 2013)
Jim L. Peterson (Retired)

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

This letter of engagement is entered into on _____, 2016, between **Linger, Peterson, Shrum & Co., Certified Public Accountants** (Auditors), and **Washington Colony School District** (District).

Under the provisions of Section 41020 of the Education Code of the State of California, District and Auditors enter into an agreement for the audits of the financial statements of the District and of the District's compliance with the terms of specified federal and state program requirements, under the terms and conditions following:

1. The audits will cover the fiscal years ending **June 30, 2016, 2017 and 2018**. The audits will include all funds and account groups under the jurisdiction and control of the District.

2. The audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial and compliance audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations,* and Standards and Procedures for Audits of California K-12 Local Educational Agencies, prescribed in the *California Code of Regulations (CCR)*, Title 5, Education, Section 19810 and following.

3. The audits will commence when the District personnel indicate readiness and the Auditors' schedule is not otherwise committed, and will be completed and the audited reports filed no later than December 15th of each year, with the District, the Fresno County Superintendent of Schools, the State Department of Education, and the State Controller's Office.

4. The audits will be conducted under the supervision of a Certified Public Accountant experienced in conducting audits of political subdivisions.

5. The District will assist and furnish Auditors with the following:

   A. All financial reports, supporting documents, and other related records, as required,

   B. Adequate working space and other facilities for the conduct of the examination,

   C. Assistance from District personnel in the gathering of records and the preparation of required schedules or statements.

6. Auditors shall promptly inform a responsible official of the District regarding reasonable indications of defalcations or other irregularities which may arise during the course of the examination.

7. Auditors will perform the audits for the following all-inclusive fees:

Fiscal Year Ended June 30, 2016	**$12,000.00**
Fiscal Year Ended June 30, 2017	**12,700.00**
Fiscal Year Ended June 30, 2018	**13,500.00**

The fees are computed on the assumption that Auditors do not encounter extraordinary circumstances which would cause a material extension of normal audit procedures. Extraordinary circumstances may be defined as:

A. Incomplete or inadequate records,

B. Abnormal errors or misappropriation of funds,

C. Additional programs, procedures, or reports, which must be audited pursuant to State or Federal regulations, and

D. Lack of cooperation.

If such circumstances should arise, Auditors will consult with the District before performing such additional procedures.

8. At the end of each month, a statement of accrued fees to date will be submitted; 90% of such fee will be due and payable at that time. Upon the completion of the engagement, a final statement of accrued fees will be prepared and submitted. Ninety percent of the total audit fee as shown in such final statement will be due and payable upon the proper filing of all audit reports; the remaining 10% of the total audit fee will be withheld by the District pending approval of the audit report by the State Controller. This remaining 10% balance will be due and payable to the Auditors immediately upon certification by the State Controller that the report conforms to the reporting standards in the current Audit Guide.

9. In accordance with Education Code Section 14504, the Auditors agree that the State Controller shall have access to audit workpapers prepared by the Auditors.

10. It is understood and agreed that either the District or Linger, Peterson, Shrum & Co. shall have the right to terminate this multi-year agreement by February 1st of each year after the completion of the fiscal year ending June 30, 2016 audit.

11. It is understood and agreed that Linger, Peterson, Shrum & Co., Certified Public Accountants, is a Partnership and that the death or disability of any partner will not release Auditors from the obligation of performing this agreement, and neither will such occurrence release District from the terms of this agreement, or otherwise affect the rights of the parties hereto.

By: Gary Shrum
Gary Shrum
Linger, Peterson, Shrum & Co.
Certified Public Accountants

By: _____
Washington Colony School District

WCESD BOARD OF TRUSTEES

ITEM NO. VI.A.4
DATE: January 12, 2016

SUBJECT TITLE: Surplus Equipment/Obsolete Instructional Equipment

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Approve the Superintendent's recommendation for disposition of obsolete overhead projector classroom Instructional Equipment.

BACKGROUND

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

CONSIDERATION

The obsolete classroom instructional equipment listed on the following Surplus Equipment/Obsolete Textbook Form. This obsolete overhead projector classroom instructional equipment has no foreseeable value in other instructional areas.

Moved by _____ Second _____

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

WASHINGTON COLONY SCHOOL DISTRICT
Surplus Equipment/Obsolete Textbook Form

Date 12/7/2015 Site Middle School M-5 (MARQUEZ CLASSROOM)

Form Completion Instruction. In Description block provide the following:

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

Description	Recommended Disposition
1 overhead projector (does not work)	
1 overhead projector cart.	

_____For additional items, check here and attach list.

Site Administrator Approval Jesus A. Cruz 12/11/15
Signature Date

Superintendent/Board Approval _____
Signature Date

Disposition:

_____

_____

_____

Rev. 02/22/2007

WCESD BOARD OF TRUSTEES

ITEM NO. VI.B.1
DATE: January 12, 2016

SUBJECT TITLE: Personnel

Action ___√___ Discussion _____ Information _____

RECOMMENDATION
Consider ratification for extra duty stipend for Eric Jennings for additional leadership duties for the period of 15 additional days completed on (11/30-12/15/2015) for the Teacher-in-Charge 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 the approval of the extra duty stipend to Eric Jennings who met all qualifications established by law and the Board for Leadership Duties of Teacher-in-Charge for additional period completed (on 11/30 -12/15/2015; 15 days).

FINANCIAL IMPACT:
$888.00

FUNDING SOURCE:
General Fund (0100)

Moved by _____ Second _____

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

WCESD BOARD OF TRUSTEES

ITEM NO. VI.B.2
DATE: January 12, 2016

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: January 12, 2016

SUBJECT TITLE: CURRICULUM/INSTRUCTION/ASSESSMENT

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Ratify the 6th Grade Camp Transportation Cost Proposal between Classic Charter and the Washington Colony Elementary School District ("District").

BACKGROUND

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

CONSIDERATION

Ratify transportation cost proposal for the WC 6th Grade Camp. Washington Colony 6th grade students (31) 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:

$809 per day X (2-days) = $1,618

FUNDING SOURCE:

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

Moved by _____ Second _____

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

Classic Charter

P.O. Box 288, Visalia, CA 93279
559.738.1111 Visalia • 559.299.9200 Fresno
661.861.9200 Bakersfield • 209.723.9200 Merced
877.687.2345 Toll Free • 559.738.0440 Fax
www.classiccharter.com TCP 11579A

Date: 01/04/2016 **Confirmation** **Order # 115281**

Group: Washington Colony School
For: Maria Rodriguez
Washington Colony School
130 E. Lincoln Ave.
Fresno, CA 93706-

Ordered By: Maria Rodriguez
Date Confirmed: 01/04/2016
No. of Vehicles: 1 - 47

From: Fresno
To: Columbia - One Way
Columbia State Park

Pick Up: Washington Colony School
130 E Lincoln Ave/Elm

Leave: **Wed 01/20/2016 7:30 AM**

Arrive: **Wed 01/20/2016 11:00 AM**

Vehicle and Other Charges	Qty.	Rate	Charge
Base Vehicle Charge	1	$809.00	$809.00
47 Passenger Coach	1	$0.00	$0.00

Vehicle Parking, overnight parking, bridge tolls, fees for entrance, gratuity, etc. are to be paid by the charter party and are in addition to the price quoted. You may need to have payment available depending on area and city ordinances as driver does not carry cash in some instances.

Order Total: **$809.00**

Comments/Instructions: Return Trip 1/22 CBO# 115282

Teachers are to provide Classic Charter with the "ORIGINAL" itinerary provided to them from SOS. This is so Classic Charter can see exactly what SOS expects of them. Please note, if there is any weather conditions going up to SOS such as, ice or snow on the roads, Classic Charter will only go to Columbia. Sorry for any inconveniences this may cause.
SOS/RLC 209-532-3691 for road conditions

Please review all details: times, date, cities, vehicle counts and sizes, etc. Contact us for any changes.

Please Sign and Return One Copy With Deposit of: $0.00 Due By: 01/07/2016

Please Send in Trip Itinerary with Balance of: $809.00 Due By: 01/07/2016

By receiving this confirmation you have given Classic Charter the authority to confirm, schedule and dispatch vehicle(s) for you and/or your group. It has been implied by you and/or your group by email, fax, written or verbal that an agreement has been reached and terms have been accepted as stated on this confirmation. All policies are accepted with or without a signature and vehicle(s) have been confirmed, scheduled and possibly dispatched based on our communications with you and/or your group. If you do not wish to form an agreement by receipt of this confirmation please call Classic Charter immediately and request a cancellation.

Classic Charter

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www.classiccharter.com TCP 11579A

Date: 01/04/2016 **Confirmation** **Order # 115281**

No smoking on board vehicles by Federal and State law.
No alcohol allowed on board if anybody on board is under the age of 21 (CA law AB45).
Please immediately notify office prior to departure if alcohol will be on board. No one under 21 years of age will be allowed on board when alcohol is present (CA Law AB45)

Possession of and / or consumption of unauthorized alcoholic beverages, or any drugs or smoking by any passenger will not be allowed during the service. We will not transport any passenger that becomes unruly during the service. We reserve the right to refuse transport services to any individual. Should any of the above be detected by the driver the service contract will be terminated without refund. The Driver will notify the local law enforcement agency and request their assistance. California and Federal Laws (AB45)

Deposits are refundable if charter is cancelled 14 days or more prior to date of departure. Deposits will not be refunded for cancellations made less than 14 days prior to date of departure. Cancellation charge is $150.00 or $100.00 per trip day (2 Day trip = $200.00) Buses cancelled within 48 hours of trip are subject to 250.00 or 150.00 per trip day (2 Day trip = 300.00) Vehicles cancelled at the pick-up or the same day of the trip are subject to the entire trip charge. Classic Charter, Inc. is not responsible for any articles left in a vehicle. A $150.00 cleaning charge may be assessed in the event excess spillage, trash, food, vomit, etc occurs during the service. Client hereby agrees to reimburse Classic Charter for any or all damage to any vehicle or property of Classic Charter which is damaged by client and/or client's passengers on the vehicle. Classic Charter is not responsible for weather, mechanical problems, acts of God, or any unforeseen problem that may delay the group.

Thank you for traveling with Classic Charter "We make getting there half the fun".

Signature Jesus A. Cruz Date 1/05/16

Classic Charter

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Date: 01/04/2016 **Confirmation** **Order # 115282**

Group: Washington Colony School
For: Maria Rodriguez
Washington Colony School
130 E. Lincoln Ave.
Fresno, CA 93706-

Ordered By: Maria Rodriguez
Date Confirmed: 01/04/2016
No. of Vehicles: 1 - 47

From: Columbia
To: Fresno - One Way
Pick Up: Columbia State Park
Washington Colony School - See Comments
130 E Lincoln Ave/Elm

Leave: **Fri 01/22/2016 11:00 AM**
Arrive: **Fri 01/22/2016 3:00 PM**

Vehicle and Other Charges	Qty.	Rate	Charge
Base Vehicle Charge	1	$809.00	$809.00
47 Passenger Coach	1	$0.00	$0.00

Vehicle Parking, overnight parking, bridge tolls, fees for entrance, gratuity, etc. are to be paid by the charter party and are in addition to the price quoted. You may need to have payment available depending on area and city ordinances as driver does not carry cash in some instances.

Order Total: **$809.00**

Comments/Instructions: Original Trip 1/20 CBO# 115281

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SOS/RLC 209-532-3691 for road conditions

Please review all details: times, date, cities, vehicle counts and sizes, etc. Contact us for any changes.

Please Sign and Return One Copy With Deposit of: $150.00 Due By: 01/07/2016

Please Send in Trip Itinerary with Balance of: $659.00 Due By: 01/07/2016

By receiving this confirmation you have given Classic Charter the authority to confirm, schedule and dispatch vehicle(s) for you and/or your group. It has been implied by you and/or your group by email, fax, written or verbal that an agreement has been reached and terms have been accepted as stated on this confirmation. All policies are accepted with or without a signature and vehicle(s) have been confirmed, scheduled and possibly dispatched based on our communications with you and/or your group. If you do not wish to form an agreement by receipt of this confirmation please call Classic Charter immediately and request a cancellation.

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Possession of and / or consumption of unauthorized alcoholic beverages, or any drugs or smoking by any passenger will not be allowed during the service. We will not transport any passenger that becomes unruly during the service. We reserve the right to refuse transport services to any individual. Should any of the above be detected by the driver the service contract will be terminated without refund. The Driver will notify the local law enforcement agency and request their assistance. California and Federal Laws (AB45)

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Thank you for traveling with Classic Charter "We make getting there half the fun".

Signature Jesus H. Cruz Date 01/05/16

WCESD BOARD OF TRUSTEES

ITEM NO. VI.C.2
DATE: January 12, 2016

SUBJECT TITLE: Supplemental Educational Services (SES) Contracts

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Approve the Supplemental Educational Services (SES) Agreement between: LIST OF (10) SES PROVIDERS: (LEARN WITH IPADS LLC; 5 STAR TUTOR LLC; CULLINAN EDUCATION CENTER INC; A+ EDUCATIONAL CENTERS; EDUWIZARDS INC; 1 IPAD GRATIS LLC;1 ONLINE TUTORING LLC;1 TO 1 STUDY BUDDY TUTORING; CARTER REDDY & ASSOCIATES; ATS PROJECT SUCCESS) and the Washington Colony Elementary School District ("District") for the individual students tutoring assistance.

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 No Child Left Behind Act of 2001 (20 USC 6313) establishes school eligibility criteria and priorities for funding. Title I funds received by the district must be allocated to eligible schools or school attendance areas, in rank order, on the basis of the number of students from low-income families. 20 USC 6313 further provides that districts may continue to serve a school or school attendance area for one additional year after it loses its eligibility. Pursuant to 20 USC 6314 and 6321, Title I funds must be used only to supplement, not supplant, funds that would be available from nonfederal sources for the education of students participating in Title I.***
In order to improve the academic achievement of students from economically disadvantaged families, the district shall use federal Title I funds to provide supplementary services that reinforce the core curriculum and assist students in attaining proficiency on state academic standards and assessments. (BP 6171 (a))

FINANCIAL IMPACT:

Washington Colony Elementary **Title I for SES;** Total School Funding= $26,220.45. The maximum amount that the district will pay for direct, delivered supplemental education services to any one student during the 2015-16 school year is $1,065.87.

FUNDING SOURCE: Title I (SES)

Moved by _____ Second _____

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

WASHINGTON COLONY SCHOOL
SUPPLEMENTAL SERVICES CONTRACTS

2015/2016

VENDOR	RATE	ORIGINAL CONTRACT DATE	PACKET COMPLETE
LEARN WITH IPADS LLC	70.00 P/H	12/13/15	X
5 STAR TUTOR LLC	50.00 P/H	12/14/15	X
CULLINAN EDUCATION CENTER INC	70.00 55 MIN.	12/14/15	X
A+ EDUCATIONAL CENTERS	80.00 P/H	12/15/15	X
EDUWIZARDS INC	55.00 P/H	12/16/15	X
1 IPAD GRATIS LLC	60.00 P/H	12/16/15	X
1 ONLINE TUTORING LLC	55.00 P/H	12/16/15	X
1 TO 1 STUDY BUDDY TUTORING	80.00 P/H	12/16/15	X
CARTER REDDY & ASSOCIATES	65.00 P/H	12/16/15	X
ATS PROJECT SUCCESS	53.29 P/H	12/21/15	X