ROUTINE ITEMS

WCESD BOARD OF TRUSTEES

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

SUBJECT TITLE: APPROVE AGENDA

Action ___√___ Discussion _____ Information _____

RECOMMENDATION
Approve agenda for the April 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, April 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 April 12, 2016 Regular Board Meeting

B. Adopt Minutes

1. **April 4, 2016 Special Board Meeting**
2. **March 14, 2016 Special Board Meeting**
3. **March 8, 2016 Regular Board Meeting**

C. *Public Comment/Board Comment*

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

D. *Correspondence*

V. Reports/Discussion/Information

A. *Administration/Business/Governance*

1. **8th grade field trip/activities update***
2. **Board History – J. Cruz**
3. **Fiscal Report***
4. **Financial Report(s)***
5. **Quarterly Report on Williams Uniform Complaints***
6. **Superintendent's Report****
   a) **Maintenance Department Repairs update****
   b) **LCAP Presentation***
7. **Summer School Program Update****

B. *Personnel/Students*

1. **ADA/Enrollment Report***
2. **Suspension Report***

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

VI. Action Items

A. Administration/Business/Governance

1. Agreement for Consultation for Clean Energy Efficiency Prop39

Approve Agreement for Consultation for Clean Energy Efficiency: Consultation, Audit and Project Support Services under Proposition 39.

2. 2015 – 2016 Amended Child Development Contract

Ratify the amended Child Development Contract for 2015 - 2016.

3. Warrants

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

4. District Calendar for the 2016 – 2017 School Year

Adopt the 2016 – 2017 District Calendar.

5. Contract/Service Agreements

a) Fresno Recreation Enrichment and Scholastic Help program ("FRESH") for 2016-17

Approve a Service Agreement with Fresno County Office of Education to provide an after-school enrichment program that supports the regular education program and provides safe, constructive alternatives for students.

b) CRISP PLUMBING CO.

Ratify CRISP PLUMBING proposal for an emergency repair to replace a Kitchen Grease Tank.

c) Cal - Fence Co.

Approve the Cal – Fence Co. fee proposal for the repair of chain link wire fence onto existing frame for ball fields.

6. Regular Board Meetings for June and July 2016

Reschedule the June 14, 2016 Regular Board Meetings to June 28, 2016 and cancel the July 12, 2016 Regular Board Meeting.

B. Personnel/Students

1. Interdistrict Attendance Permits

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

C. Curriculum/Instruction/Assessment

1. Adoption of ELA/ELD Textbook Materials

Consider Adoption of K-8 Textbook Materials for English Language Arts ELA and English Language Development ELD.

2. Blackboard Connect Mobile App Services

Approve the Blackboard Connect Mobile App Services fee proposal.

VII. Closed Session

The Board will meet in closed session pursuant to:

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

Government Code section 54957
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: Superintendent

VIII. Reconvene

IX. Adjournment

WCESD BOARD OF TRUSTEES

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

SUBJECT TITLE: ADOPT MINUTES

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Adopt minutes of the April 4, 2016 Special Board Meeting, March 14, 2016 Special Board Meeting and March 8, 2016 Regular Board Meeting.

BACKGROUND

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

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

Moved by _____ Second _____

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

WASHINGTON COLONY ELEMENTARY SCHOOL DISTRICT

Board of Trustees
Bob Dack, President
Mark Aguilar, Clerk

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

Secretary
Jesus Cruz, Superintendent/Principal

SPECIAL Meeting MINUTES

Monday, April 4, 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.

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I. Call to Order

The April 4, 2016 Special Board meeting was called to order at 6:34 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 Bob Dack.

IV. Routine Items

A. *Approve Agenda*

The agenda for the April 4, 2016 Special Board Meeting was approved on a motion by Mark Aguilar, seconded by Pete Mathew. (Ayes: Dack, Aguilar, Chavez, Faccinto, Mathew; Noes: None; Abstentions: None; Absent: None)

B. *Public Comment/Board Comment*

None

V. Closed Session

The Board met in closed session beginning at 6:35 p.m. on a motion by Pete Mathew, seconded by Liz Faccinto. (Ayes: Aguilar, Chavez, Dack, Faccinto, Mathew; Noes: None; Abstentions: None; Absent: None) pursuant to:

Education Code section 48918(c).

Evidentiary Hearing on the Recommendation to
Expel Student #1,
Expel Student#2,

VI. Reconvene

The Board reconvened at 11:02 p.m. on a motion by Mark Aguilar, seconded by Pete Mathew. (Ayes: Aguilar, Chavez, Dack, Faccinto, Mathew; Noes: None; Abstentions: None; Absent: None)
The Board took action by a 5-0 vote to expel student#1 W.M.; therefore, the written recommendation will be provided to the families within 3 days.
The Board took action by a 5-0 vote to expel student#2 A.A.; therefore, the written recommendation will be provided to the families within 3 days.

VII. Adjournment

The meeting was adjourned at 11:03 p.m. on a motion by Pete Mathew seconded by Gary Chavez. (Ayes: Aguilar, Chavez, Dack, Faccinto, Mathew; Noes: None; Abstentions: None; Absent: None)

Robert E. Dack, President

Mark Aguilar, Clerk

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

SPECIAL Meeting MINUTES

Monday, March 14, 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.

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I. Call to Order

The March 14, 2016 Special Board meeting was called to order at 6:31 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 Bob Dack.

IV. Routine Items

A. *Approve Agenda*

The agenda for the March 14, 2016 Special 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. *Public Comment/Board Comment*

Gary Chavez: commented on the outdoor tables and benches that look nice.
Pete Mathew: Welcomed Bryan M.

V. Closed Session

The Board met in closed session beginning at 6:33 p.m. on a motion by Pete Mathew, seconded by Gary Chavez. (Ayes: Aguilar, Chavez, Dack, Faccinto, Mathew; Noes: None; Abstentions: None; Absent: None) pursuant to:

Education Code section 48918(c).

Evidentiary Hearing on the Recommendation to
Expel Student #1,
Expel Student#2,

VI. Reconvene

The Board reconvened at 7:22 p.m. on a motion by Mark Aguilar, seconded by Pete Mathew. (Ayes: Aguilar, Chavez, Dack, Faccinto, Mathew; Noes: None; Abstentions: None; Absent: None)
The Board reported the acceptance of the continuance request from both parties on the two expulsion cases and indicated that the expulsion evidentiary hearing will be re-schedule at a later date.

VII. Adjournment

The meeting was adjourned at 7:24 p.m. on a motion by Gary Chavez seconded by Liz Faccinto. (Ayes: Aguilar, Chavez, Dack, Faccinto, Mathew; Noes: None; Abstentions: None; Absent: None)

Robert E. Dack, President

Mark Aguilar, Clerk

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, March 8, 2016, 6:30 p.m.

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

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I. Call to Order

The March 8, 2016 Regular Board meeting was called to order at 6:30 p.m. by Bob Dack, Board President.

II. Roll Call

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

III. Pledge of Allegiance

The Pledge of Allegiance was led by Gary Chavez.

IV. Routine Items

A. Approve Agenda

The agenda for the March 8, 2016 Regular Board Meeting was approved on a motion by Mark Aguilar, seconded by Liz Faccinto. (Ayes: Dack, Aguilar, Chavez, Faccinto, Mathew; Noes: None; Abstentions: None; Absent: None)

B. Adopt Minutes

1. February 9, 2016 Regular Board Meeting

The minutes of the February 9, 2016 Regular Board Meeting, were adopted on a motion by Liz Faccinto, seconded by Pete Mathew (Ayes: Dack, Aguilar, Chavez, Faccinto, Mathew; Noes: None; Abstentions: None; Absent: None)

C. Public Comment/Board Comment

Math Team: The 8th grade Math Team shared the Math Counts Competition. Derek Morris and Atiana Aguilar shared their own experiences in the Math Counts Competition.
Mr. Randi Morris: Thanked Mr. Marquez for taking the time for this math team.
Bob: Thanked Mr. Marquez for his involvement with the students.
Mark Marquez: Shared a PowerPoint presentation of the Math Counts event.
Mark Aguilar: Indicated that last year they were nervous but this time they were more confident. Keep up the good work.

D. Correspondence

V. Reports/Discussion/Information

A. Administration/Business/Governance

1. PBIS presentation report*

PBIS Presentation given by Mrs. Litz, Mr. Jennings, Mrs. Fox. PowerPoint included.

2. Board History – J. Cruz

The Board reviewed excerpts form the minutes of meetings held March 8, 1966; and March 12, 1991.

3. Financial Report(s)*

Cash and County Treasury Report for February 2016 – Written Report
Mark Aguilar: Asked about Microsoft Voucher Reimbursement
Maria: Indicated that everything went through for the Voucher Reimbursement.
Mr. Cruz: indicated that we have 3 technicians coin

4. Budget Report

a) LCFF and 2nd Interim Report*
See Interim Budget Report: Betty T. summarized LCFF 2nd Interim Report
-LCFF 1 page summary reflects funding of LCFF 2012/13 reflecting 5 years. There is still a 24% gap. After this year we will be closer to 90% of total funding. P1 ADA Dec. 31st was lower than P2 from last year. Lottery is still $128 per ADA…
-Anticipate fully funded in approximately 2 years.
-Supplies increase for textbook adoptions. One time funding was used.
-Operations increase for asphalt design.

-Unrestricted increased by $238,000 (including textbook adoption)
-Excess of 575,000
-Transfer Retiree $32,000
-Fund 14 with $42,000
-Bus Replacement with $38,605
-Playground estimate allocation by year $11,000
-SPED contribution $11,000…
-Net increase of $124,000 projected for the year…
-District 8% reserve,1 year funding gap is recommended
-Undesignated Fund $127,000
Pete Mathew: Will the bus make it for 5 years while putting money aside?
Mr. Cruz: Buses 2 buses are old and need constant repairs.
Mr. Cruz: added that a Deferred Maintenance Plan can also be developed.
No Questions/Thank you Betty and Maria

5. Superintendent's Report**

a) Prop 39 RFP process update**

RFP sent to 4 Vendors
2 Vendors submitted completed Prop 39 RFPs by the deadline
Highlands Energy and Indoor Environment Services (IES)
Next Steps: Form a Panel to review RFP
Then interview the two vendors and make a decision.
Bob: Let the board review RFP's and email a time to interview both vendors.
Mr. Cruz: Possibly to set up interviews for Tuesday, March 15th

B. *Personnel/Students*

1. ADA/Enrollment Report*

Enrollment for the period ending February 18, 2016 was 426.

2. Suspension Report*

Report presented by Gina Daniels.

3. Students' Field trips update**

Mr.Cruz: provided the Board with a schedule of incoming WC Spring fieldtrips.
Eric Jennings: Added that 8th graders have 2 fieldtrips coming up; Museum of Tolerance and Six Flags Magic Mountain. 8th grade students doing a tri-tip take out lunch fundraise and they are selling tickets.
Kim Davis: added that Kindergarten is going to the Fresno Chafee Zoo.

VI. Action Items

A. Administration/Business/Governance

1. 2nd Interim Budget Report

The 2nd Interim Budget Report for the period ending January 31, 2016 was approved on a motion by Gary Chavez, seconded by Mark Aguilar. (Ayes: Dack, Aguilar, Chavez, Faccinto, Mathew; Noes: None; Abstentions: None; Absent: None)

2. Inter-Fund Transfer to the Deferred Maintenance Fund

The Board adopted Resolution No. 15/16-06 to establish a transfer to the Deferred Maintenance Fund For Major Repair/Replacement Projects on a motion by Pete Mathew, seconded by Liz Faccinto. (Ayes: Aguilar, Chavez, Dack, Faccinto, Mathew; Noes: None; Abstentions: None; Absent: None)

3. Inter-Fund Transfer to the Pupil Transportation Fund

The Board adopted Resolution No. 15/16-07 to establish a transfer to the Pupil Transportation Fund for Capital Outlay Purchases on a motion by Pete Mathew, seconded by Mark Aguilar. (Ayes: Aguilar, Chavez, Dack, Faccinto, Mathew; Noes: None; Abstentions: None; Absent: None)

4. Inter-Fund Transfer to the Special Reserve Fund

The Board adopted Resolution No. 15/16-08 to establish a transfer to the Special Reserve Fund for Capital Outlay Projects on a motion by Mark Aguilar, seconded by Liz Faccinto. (Ayes: Aguilar, Chavez, Dack, Faccinto, Mathew; Noes: None; Abstentions: None; Absent: None)

5. Warrants

The Board reviewed and ratified Warrants paid for the period of February 1st – February 29 , 2016 on a motion by Liz Faccinto, seconded by Gary Chavez. (Ayes: Aguilar, Chavez, Dack, Faccinto, Mathew; Noes: None; Abstentions: None; Absent: None)

6. School Safety Plan

Mr. Cruz indicated a safety concern about doors that do not lock from the inside. Jeff gave an estimate and will be looking into first aid kits. The Board adopted the 2015-16 Washington Colony Comprehensive School Safety Plan on a motion by Mark Aguilar, seconded by Gary Chavez. (Ayes: Aguilar, Chavez, Dack, Faccinto, Mathew; Noes: None; Abstentions: None; Absent: None)

7. Contract/Service Agreements

a) Presence Learning

The Board ratified agreement with Presence Learning Consulting Services for the 2015-16 school year on a motion by Pete Mathew, seconded by Gary Chavez. (Ayes: Aguilar, Chavez, Dack, Faccinto, Mathew; Noes: None; Abstentions: None; Absent: None)

b) Dynamic Kids Inc.

The Board approved agreement with Dynamic Kids Inc. for the 2015-16 school year on a motion by Liz Faccinto, seconded by Pete Mathew. (Ayes: Aguilar, Chavez, Dack, Faccinto, Mathew; Noes: None; Abstentions: None; Absent: None)

c) FCSS School Psychologist Services Agreement 2016-17

The Board approved agreement with FCSS for School Psychology Services for 2016-17 school year on a motion by Pete Mathew, seconded by Gary Chavez. (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

a) California State University, Fresno Student-Teachers Agreement

The Board approved the agreement between Fresno State; Kremen School of Education and Human Development Department of Curriculum and Instruction and Washington Colony ESD on a motion by Gary Chavez, seconded by Liz Faccinto. (Ayes: Aguilar, Chavez, Dack, Faccinto, Mathew; Noes: None; Abstentions: None; Absent: None)

b) 6th grade Camp- Sierra Outdoor School

The Board approved the Sierra Outdoor School 6th grade Camp Agreement between Clovis Unified School District and Washington Colony ESD for the 2016-17 school year on a motion by Gary Chavez, seconded by Liz Faccinto. (Ayes: Aguilar, Chavez, Dack, Faccinto, Mathew; Noes: None; Abstentions: None; Absent: None)

VII. Closed Session

The Board met in closed session beginning at 7:47 p.m. on a motion by Pete Mathew, seconded by Gary Chavez. (Ayes: Aguilar, Chavez, Dack, Faccinto, Mathew; Noes: None; Abstentions: None; Absent: None) pursuant to:

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

Government Code section 54957
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: Superintendent

VIII. Reconvene

The Board reconvened at 9:28 p.m. on a motion by Mark Aguilar, seconded by Pete Mathew. (Ayes: Aguilar, Chavez, Dack, Faccinto, Mathew; Noes: None; Abstentions: None; Absent: None)
None to Report.

IX. Adjournment

The meeting was adjourned at 9:29 p.m. on a motion by Gary Chavez seconded by Liz Faccinto. (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: April 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.2
DATE: April 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

"Determine never to be idle ... It is wonderful how much may be done if we are always doing."

-Thomas Jefferson

Excerpts from the minutes of meetings held April 12, 1966; and April 9, 1991 follow for your review.

WASHINGTON COLONY SCHOOL
BOARD OF TRUSTEES

MINUTES OF REGULAR MEETING
April 12, 1966

Meeting was called to order in the library of Washington Colony School at 8:00 p.m. by President of the Board, John Pylman. All members were present, and James Massie, Secretary to the Board.

MINUTES OF REGULAR MEETING OF MARCH 8 were read and approved upon a motion of John Moran, seconded by Bruce Blacksill.

MAINTENANCE REGISTERS # 43 and 44 and WARRANTS no 656 to 693 were approved for payment by motion of Bruce Blacksill, seconded by Henry Salwasser.

AGREEMENT FOR AUDIO-VISUAL AND LIBRARY SERVICES CONTRACTS AND ANNUAL AUDIT CONTRACT for the 1966-67 school term were agreed to and signed following a motion by Bruce Blacksill, seconded by Mr. Moran.

BUILDING PROGRAM PROGRESS REPORT: Mr. Massie reported the progress being made under the building program. He also read to the board the Building inspector's report of progress.

ADDITIONAL TELEPHONE LINES: The Board voted to go ahead and install a second telephone line in the administrative office of the school.

GREASE TRAP AND CONNECTING OF TWO PRESSURE PUMPS TOGETHER: Mr. Massie reported to the Board that the cost to the district for the installation of a grease trap for the kitchen's new sink which will be installed in conjunction with the building program will be $459.97, and that the cost of connecting the two pressure systems between School no. 1 and School no. 2 will be $291.33. The Board approved these costs.

INCREASED ENROLLMENT: Mr. Massie reported to the Board that our enrollment has increased to 473 students as of March 25th report period. After discussion of this problem, the Board authorized Mr. Massie to secure two additional teachers which will be needed for next school term.

SCHOOL BUSSES: Mr. Massie ezplained the need for increased student transportation. The Board agreed that Mr. Massie should contact Mr. Dale Larson of the Gillig Bus Company in order to secure prices and possible delivery dates on a 79-passenger transit coach and on a 50- to 60-passenger conventional type bus.

USE OF COMMUNITY SERVICE FUNDS FOR SUMMER LITTLE LEAGUE: The Board discussed briefly the possibility of using Community Service Funds to purchase equipment for Little League use. No decision was reached.

ADMINISTRATOR'S SALARY: On motion of Bud Barberich, seconded by John Moran it was a unanimous decision of the Board to grant Mr. Massie a salary increase of $400.00 on next year's contract to coincide with the raise granted to other Certificated employees.

MINUTES OF REGULAR BOARD MEETING OF April 12, 1966 (Continued)

SUBSTITUTE TEACHER PAY: The Board further agreed that the pay for substitute teachers should be increased by $2.00 per day.

MEETING OF COUNTY COMMITTEE ON SCHOOL DISTRICT ORGANIZATION: Mr. Massie announced to the Board that this meeting will be held at Washington Union High School on May 2.

ADJOURNMENT was by motion of Bud Barberich, seconded by Henry Salwasser.

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

Approved by:

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

Henry L. Schwasser, Clerk
(Henry Salwasser)

mr

WASHINGTON COLONY SCHOOL DISTRICT

BOARD OF TRUSTEES
Minutes of Regular Meeting

April 9, 1991

I. CALL TO ORDER

The meeting was called to order in the school library at 7:45 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: Lucy Martinez, Helen Cunha, Barbara Katanik, Docia Hannel, Jan Cullins, Betty Ann Daughtry, Becky Mitchell, Paul Demant, Linda Demant, Barbara Steele, Marlene Phillips, Tom Scheppegrell, Elaine Scheppegrell, Raymond S. Marta, Lori Workman and Liz Faccinto.

III. ROUTINE BUSINESS

A. AGENDA
The agenda was approved on a motion by Frank Butterfield, seconded by Mike Aguilar. Motion carried.

B. MINUTES
The minutes of the March 12, 1991 regular meeting and the March 22, 1991 special meeting were approved on a motion by Joyce Quiroz, seconded by Mike Aguilar. Motion carried.

C. WARRANTS
Warrant #662886 to 662931 dated March 15, 1991, were approved by the board on a motion by Pete Mathew, seconded by Frank Butterfield. Motion carried.

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

E. CORRESPONDENCE
There was no correspondence at this meeting.

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

G. TEACHER PRESENTATION
Lucy Martinez, L.E.P. Teacher
Mrs. Martinez demonstrated to the board how she teaches English to Limited English Proficient students. She explained the testing procedure and how the "pull-out" program works for students in kindergarten through eighth grade. Mrs. Martinez demonstrated instructional materials and sample work to the board.

H. COMMUNITY INPUT - CERTIFICATED PROPOSAL
The board accepted input from community members in regards to the certificated salary proposal for the 1991-92 school year.

IV. CLOSED SESSION

The board met in closed session prior to the regular session to discuss personnel.

V. ACTION ITEMS

A. BOARD POLICY 1340(A) Third Reading
Board Policy #1340(a) was approved by the board with revisions on a motion by Frank Butterfield, seconded by Mike Aguilar. Motion Carried. This board policy could allow annual fees to be charged for copies of public records or other materials requested by individuals or groups. The board will set fees based on information on who and how many copies are needed.

B. 1991-92 SCHOOL CALENDAR
The board approved 1991-92 School Calendar proposal #1 (the teacher's proposal with corrections) on a motion by Pete Mathew, seconded by Mike Aguilar. Motion carried. The approval of the calendar was tentative pending teacher negotiations.

C. EDUCATION COALITION OF FRESNO
Resolution - Support of Proposition 98
The board passed a resolution in support of Proposition 98. Copies of the resolution showing Washington Colony's support of Prop 98 will be sent to state legislators. The resolution was approved on a motion by Joyce Quiroz, seconded by Mike Aguilar. Motion carried.

VI. DISCUSSION/INFORMATION

A. TRUSTEE DINNER MEETING
April 16, 1991 - Central High School
Reservations will be made for board members attending the trustees dinner meeting on April 16, 1991.

B. ENROLLMENT
The school enrollment was 466 students as of April 4, 1991.

C. Dr. Carlson updated the board regarding Student Services and Data Processing and the software that is available.

VII. SUPERINTENDENT'S REPORT

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

B. GENERAL REPORT
1. Dr. Carlson read a letter from Pacific Union School asking for our support of Susan Markarian as CSBA delegate.
2. Dr. Carlson notified the board that the county office of education has increased Audio Visual building level fees by 50 cents per CBEDS enrollment.
3. Dr. Carlson informed the board that Alice Jamgochian was chosen Teacher of the Year, Pam Weaver was chosen 1st Year Teacher of the year, and Moses Lujan was chosen as classified person of the year.
4. Carl Alemania will be attending a Comp Ed workshop and awards presentation in San Francisco on April 17, 18 and 19.
5. Open House will be held on April 24, 1991 at 7 p.m.

VIII. ADJOURNMENT

The meeting was adjourned at 8:50 p.m. on a motion by Frank Butterfield, seconded by Pete Mathew. Motion carried.

JOHN ROTHENFLUH
Board President

PETE MATHEW
Board Clerk

The FISCAL REPORT an informational update

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Volume 36 For Publication Date: April 08, 2016 No. 7

Agreement to Raise California's Minimum Wage Has Been Reached

At a press conference held today, March 28, 2016, Governor Jerry Brown, Senate President pro Tempore Kevin de León, and labor leaders announced a deal to increase California's minimum wage to $15 per hour by 2022. Governor Brown noted that 5.6 million workers, approximately 32% of California's workforce, would be affected by this legislation.

The plan calls for increasing the minimum wage to $10.50 per hour starting on January 1, 2017, with annual increases until it reaches $15 per hour. The increases apply to businesses and governmental agencies with 25 or more employees, while those entities with less than 25 employees are provided additional time—until January 1, 2023—to phase in the increases. Once the minimum wage reaches $15 per hour for all businesses, wages will increase annually by inflation as measured by the Consumer Price Index.

When asked why he was willing to sign on to this deal at this time, Governor Brown stated that the key provisions of the agreement—a phase in over a period of time as well as the inclusion of "off-ramps" that would allow for a pause to the increases if negative economic or budgetary conditions present themselves—were instrumental in his approval.

Currently, an initiative has qualified for the November 2016 ballot that would increase the minimum wage to $15 by 2021. Representatives from the Service Employees International Union (SEIU) in attendance at the press conference stated that SEIU is prepared to pull that initiative from the ballot if this deal is approved by the Legislature and signed by Governor Brown.

In addition to increasing minimum wage, the agreement also addresses sick leave for In-Home Supportive Services by providing one sick day starting in July 2018 and adding a second and third day as certain minimum wage increases are reached.

A Fact Sheet on the agreement can be found here.

—Brianna García and John Gray

posted 03/28/2016

Fact Sheet: Boosting California's Minimum Wage to $15/Hour

Scheduled Wage Increases (If No Increases Are Paused)

	26 Employees or More	25 Employees or Less
$10.50/hour	January 1, 2017	January 1, 2018
$11/hour	January 1, 2018	January 1, 2019
$12/hour	January 1, 2019	January 1, 2020
$13/hour	January 1, 2020	January 1, 2021
$14/hour	January 1, 2021	January 1, 2022
$15/hour	January 1, 2022	January 1, 2023

Off-Ramp Provisions

Governor can choose to pause any scheduled increase for one year if either economy or budget conditions are met. The increase to $10.50/hour is not subject to off-ramps. Initial determination of Governor by August 1 of each year prior to a January increase. The Governor makes the final determination by September 1.

1. Economy

Governor has the ability to pause an increase if seasonally adjusted statewide job growth for either the prior 3 or 6 months is negative and retail sales receipts for the prior 12 months is negative.

2. Budget

Governor has the ability to pause an increase if any year from the current budget year to two additional years is forecasted to be in deficit when including the next scheduled increase. Pursuant to Proposition 2, a multiyear forecast is adopted as part of the annual Budget Act. A deficit is if the operating reserve is projected to be negative by more than 1 percent of annual revenues, currently about $1.2 billion. The budget off-ramp can only be used twice.

Indexing

Index annually for inflation (national CPI) beginning the first January 1 after small businesses are at $15/hour. Floor of 0 percent (no decreases) and a ceiling of 3.5 percent. Off-ramps do not apply once the state gets to $15/hour.

IHSS Sick Days

Implementation of one sick day in July 2018. Second day added in the first July following $13/hour implementation for larger businesses, and third day added following $15/hour implementation.

Effect on Workers

There are approximately 7 million hourly workers in California. Almost 2.2 million workers are currently paid minimum wage.

Annual income of full-time work at minimum wage:

2016 at $10 per hour:	$20,800
2022 at $15 per hour:	$31,200

For comparison, the Federal Poverty Level for 2016 is $24,300 for a family of 4.

WCESD BOARD OF TRUSTEES

ITEM NO. V.A.4
DATE: April 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 March 2016 follows for your review.

Cash In County Treasury
Aggregate

From 3/1/2016 thru 3/31/2016
Fund: 0100 (6150 60001) General Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 3/1/2016							$1,714,383.63
3/1/2016	TF -161366	jv# 0001721462 PR SEC SUPP 15-16	$137.80	$0.00	$5,440,661.31	$3,726,139.88	$1,714,521.43
3/1/2016	TF -161370	JV# 0902 2015-16 3RD APPT TITLE I PT A NCLB	$42,886.00	$0.00	$5,483,547.31	$3,726,139.88	$1,757,407.43
3/1/2016	TF -161373	JV# 0001721462 PENALTIES & INTEREST	$40.36	$0.00	$5,483,587.67	$3,726,139.88	$1,757,447.79
3/1/2016	TF -161385	REVERSE TF#161373 JV#0001721462	$0.00	$40.36	$5,483,587.67	$3,726,180.24	$1,757,407.43
3/1/2016	TF -161386	REVERSE TF#161366 JV#0001721462 PRIOR	$0.00	$137.80	$5,483,587.67	$3,726,318.04	$1,757,269.63
3/2/2016	APY -20163	Accounts Payable 3/2/2016	$0.00	$7,076.21	$5,483,587.67	$3,733,394.25	$1,750,193.42
3/3/2016	TF -161414	JV#0001723006 2ND QTR. 2ND INTEREST DIST	$4,370.63	$0.00	$5,487,958.30	$3,733,394.25	$1,754,564.05
3/3/2016	TF -161466	JV#0001722911 CURRENT UNSECURED 2015-	$11,854.01	$0.00	$5,499,812.31	$3,733,394.25	$1,766,418.06
3/3/2016	TF -161467	JV#0001722922 CURRENT UNSECURED	$69.69	$0.00	$5,499,882.00	$3,733,394.25	$1,766,487.75
3/4/2016	TF -161405	JV#0923 SELPA NPS/NPA SA	$606.00	$0.00	$5,500,488.00	$3,733,394.25	$1,767,093.75
3/4/2016	TF -161406	JV#0924 SELPA SA POOL	$1,225.00	$0.00	$5,501,713.00	$3,733,394.25	$1,768,318.75
3/4/2016	TF -161407	JV# 15/16 LEGAL SELPA SA	$164.00	$0.00	$5,501,877.00	$3,733,394.25	$1,768,482.75
3/4/2016	TF -161408	JV#0926 15/16 FUND 10 INT DIST	$326.00	$0.00	$5,502,203.00	$3,733,394.25	$1,768,808.75
3/7/2016	TF -161468	JV#0001723234 1ST CURRENT SECURED	$99.23	$0.00	$5,502,302.23	$3,733,394.25	$1,768,907.98
3/8/2016	TF -161415	JV# 0930 2015-16 3RD APPT TITLE II NCLB TEA	$8,997.00	$0.00	$5,511,299.23	$3,733,394.25	$1,777,904.98
3/9/2016	APY -20158	Cancel Warrant #511854982	$220.00	$0.00	$5,511,519.23	$3,733,394.25	$1,778,124.98
3/9/2016	APY -20158	Cancel Warrant #511855000	$74.54	$0.00	$5,511,593.77	$3,733,394.25	$1,778,199.52
3/10/2016	APY -20163	Cancel Warrant #511904440	$277.10	$0.00	$5,511,870.87	$3,733,394.25	$1,778,476.62
3/10/2016	TF -161421	JV# 0935 2015-16 WASHINGTON COLONY 0100	$0.00	$92,393.00	$5,511,870.87	$3,825,787.25	$1,686,083.62
3/14/2016	TF -161469	JV#0001724289 8TH CURRENT SECURED	$586.44	$0.00	$5,512,457.31	$3,825,787.25	$1,686,670.06
3/15/2016	TF -161441	JV# 0943 2015-16 3RD APPT ONE TIME MANDA	$7,297.00	$0.00	$5,519,754.31	$3,825,787.25	$1,693,967.06
3/16/2016	APY -20163	Accounts Payable 3/16/2016	$0.00	$46,492.83	$5,519,754.31	$3,872,280.08	$1,647,474.23
3/18/2016	APY -20163	Accounts Payable 3/18/2016	$0.00	$20,613.67	$5,519,754.31	$3,892,893.75	$1,626,860.56
3/18/2016	TF -161454	JV# 0958 2015-16 2ND APPT ED EFFECTIVENES	$7,480.00	$0.00	$5,527,234.31	$3,892,893.75	$1,634,340.56
3/18/2016	TF -161506	Correction to TF # 161454	$7,480.00	$7,480.00	$5,534,714.31	$3,900,373.75	$1,634,340.56
3/18/2016	TF -161544	JV#1019 REV 1ST QTR INT 2016 ID#001714268	$0.00	$4,640.46	$5,534,714.31	$3,905,014.21	$1,629,700.10
3/24/2016	TF -161486	JV# 0980 2015-16 3RD APPT TITLE III ENG LAN	$6,237.00	$0.00	$5,540,951.31	$3,905,014.21	$1,635,937.10
3/28/2016	TF -161473	#0964 FICA CHRGS-3/31/2016 PAYROLL	$0.00	$3,610.01	$5,540,951.31	$3,908,624.22	$1,632,327.09
3/28/2016	TF -161475	#0965 MEDICARE CHRGS-3/31/2016 PAYROLL	$0.00	$2,907.81	$5,540,951.31	$3,911,532.03	$1,629,419.28
3/28/2016	TF -161478	#0969 STRS DIST CONT - 3/31/2016 PAYROLL	$0.00	$17,064.40	$5,540,951.31	$3,928,596.43	$1,612,354.88
3/28/2016	TF -161490	#7605 PERS DIST CHRGS-3/31/2016 PAYROLL	$0.00	$4,584.31	$5,540,951.31	$3,933,180.74	$1,607,770.57
3/28/2016	TF -161496	JV# 0984 2015-16 3RD QTR EPA APPORTIONME	$152,245.00	$0.00	$5,693,196.31	$3,933,180.74	$1,760,015.57
3/28/2016	TF -161505	#0988 SUI CHRGS-1ST QUARTER 20016	$0.00	$335.51	$5,693,196.31	$3,933,516.25	$1,759,680.06
3/28/2016	TF -161507	JV#0990 14-15 EPA ADJ P-2 TO ANNUAL	$2,180.00	$0.00	$5,695,376.31	$3,933,516.25	$1,761,860.06
3/29/2016	TF -161512	JV#0992 2015-16 MAR STATE APPORT TR SP E	$11,910.00	$0.00	$5,707,286.31	$3,933,516.25	$1,773,770.06
3/29/2016	TF -161514	JV# 0983 2015-16 MARCH PRINC APPORTIONM	$263,777.00	$1,965.00	$5,971,063.31	$3,935,481.25	$2,035,582.06
3/31/2016	PAY -33116	PAYROLL 3/31/2016	$86,536.06	$272,416.52	$6,057,599.37	$4,207,897.77	$1,849,701.60

Cash In County Treasury
Aggregate

From 3/1/2016 thru 3/31/2016
Fund: 0100 (6150 60001) General Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
	Total Activity		$617,075.86	$481,757.89			
	Ending Balance				$6,057,599.37	$4,207,897.77	$1,849,701.60

Cash In County Treasury
Aggregate

From 3/1/2016 thru 3/31/2016
Fund: 1200 (6150 60012) Child Development Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 3/1/2016							$68,256.51
3/2/2016	APY -20163	Accounts Payable 3/2/2016	$0.00	$233.28	$208,148.11	$140,124.88	$68,023.23
3/3/2016	TF -161414	JV#0001723006 2ND QTR. 2ND INTEREST DIST	$166.80	$0.00	$208,314.91	$140,124.88	$68,190.03
3/16/2016	APY -20163	Accounts Payable 3/16/2016	$0.00	$138.60	$208,314.91	$140,263.48	$68,051.43
3/18/2016	APY -20163	Accounts Payable 3/18/2016	$0.00	$50.00	$208,314.91	$140,313.48	$68,001.43
3/18/2016	TF -161544	JV#1019 REV 1ST QTR INT 2016 ID#001714268	$0.00	$106.40	$208,314.91	$140,419.88	$67,895.03
3/28/2016	TF -161478	#0969 STRS DIST CONT - 3/31/2016 PAYROLL	$0.00	$42.92	$208,314.91	$140,462.80	$67,852.11
3/28/2016	TF -161490	#7605 PERS DIST CHRGS-3/31/2016 PAYROLL	$0.00	$666.38	$208,314.91	$141,129.18	$67,185.73
3/31/2016	PAY -33116	PAYROLL 3/31/2016	$2,230.91	$14,129.98	$210,545.82	$155,259.16	$55,286.66
	Total Activity		$2,397.71	$15,367.56			
	Ending Balance				$210,545.82	$155,259.16	$55,286.66

Cash In County Treasury
Aggregate

From 3/1/2016 thru 3/31/2016
Fund: 1300 (6150 60008) Cafeteria Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 3/1/2016							$173,393.86
3/2/2016	APY -20163	Accounts Payable 3/2/2016	$0.00	$5,296.85	$398,759.54	$230,662.53	$168,097.01
3/3/2016	TF -161414	JV#0001723006 2ND QTR. 2ND INTEREST DIST	$459.75	$0.00	$399,219.29	$230,662.53	$168,556.76
3/8/2016	CA -33942	365316 st ml 03/08	$466.00	$0.00	$399,685.29	$230,662.53	$169,022.76
3/8/2016	CA -33942	ad ml 03/08	$45.75	$0.00	$399,731.04	$230,662.53	$169,068.51
3/15/2016	CA -34002	365651 ad mls 03/15	$1.00	$0.00	$399,732.04	$230,662.53	$169,069.51
3/15/2016	CA -34002	365651 st ml 03/15	$611.60	$0.00	$400,343.64	$230,662.53	$169,681.11
3/16/2016	APY -20163	Accounts Payable 3/16/2016	$0.00	$7,653.66	$400,343.64	$238,316.19	$162,027.45
3/18/2016	APY -20163	Accounts Payable 3/18/2016	$0.00	$2,904.19	$400,343.64	$241,220.38	$159,123.26
3/18/2016	CA -34035	365914 ad mls 03/18	$7.50	$0.00	$400,351.14	$241,220.38	$159,130.76
3/18/2016	CA -34035	365914 st. mls 03/18	$183.00	$0.00	$400,534.14	$241,220.38	$159,313.76
3/18/2016	TF -161544	JV#1019 REV 1ST QTR INT 2016 ID#001714268	$0.00	$497.54	$400,534.14	$241,717.92	$158,816.22
3/28/2016	TF -161490	#7605 PERS DIST CHRGS-3/31/2016 PAYROLL	$0.00	$850.21	$400,534.14	$242,568.13	$157,966.01
3/31/2016	PAY -33116	PAYROLL 3/31/2016	$2,333.88	$11,284.48	$402,868.02	$253,852.61	$149,015.41
	Total Activity		$4,108.48	$28,486.93			
	Ending Balance				$402,868.02	$253,852.61	$149,015.41

Cash In County Treasury
Aggregate

From 3/1/2016 thru 3/31/2016
Fund: 1400 (6150 60005) Deferred Maintenance Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 3/1/2016							$62,806.21
3/3/2016	TF -161414	JV#0001723006 2ND QTR. 2ND INTEREST DIST	$128.21	$0.00	$92,494.21	$29,559.79	$62,934.42
3/10/2016	TF -161421	JV# 0935 2015-16 WASHINGTON COLONY 0100	$42,083.00	$0.00	$134,577.21	$29,559.79	$105,017.42
3/18/2016	TF -161544	JV#1019 REV 1ST QTR INT 2016 ID#001714268	$0.00	$52.99	$134,577.21	$29,612.78	$104,964.43
	Total Activity		$42,211.21	$52.99			
	Ending Balance				$134,577.21	$29,612.78	$104,964.43

Cash In County Treasury
Aggregate

From 3/1/2016 thru 3/31/2016
Fund: 1500 (6150 60010) Pupil Transportation Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 3/1/2016							$6,915.04
3/3/2016	TF -161414	JV#0001723006 2ND QTR. 2ND INTEREST DIST	$21.24	$0.00	$6,936.28	$0.00	$6,936.28
3/10/2016	TF -161421	JV# 0935 2015-16 WASHINGTON COLONY 0100	$38,605.00	$0.00	$45,541.28	$0.00	$45,541.28
3/18/2016	TF -161544	JV#1019 REV 1ST QTR INT 2016 ID#001714268	$0.00	$22.26	$45,541.28	$22.26	$45,519.02
	Total Activity		$38,626.24	$22.26			
	Ending Balance				$45,541.28	$22.26	$45,519.02

Cash In County Treasury
Aggregate

From 3/1/2016 thru 3/31/2016
Fund: 1700 (6150 60020) Special Reserve Fund for Other Than Capital Outlay Projects

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 3/1/2016							$103,237.75
3/3/2016	TF -161414	JV#0001723006 2ND QTR. 2ND INTEREST DIST	$317.04	$0.00	$103,554.79	$0.00	$103,554.79
3/18/2016	TF -161544	JV#1019 REV 1ST QTR INT 2016 ID#001714268	$0.00	$332.33	$103,554.79	$332.33	$103,222.46
	Total Activity		$317.04	$332.33			
	Ending Balance				$103,554.79	$332.33	$103,222.46

Cash In County Treasury
Aggregate

From 3/1/2016 thru 3/31/2016
Fund: 2000 (6150 60078) Special Reserve Fund for Postemployment Benefits

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 3/1/2016							$279,014.73
3/3/2016	TF -161414	JV#0001723006 2ND QTR. 2ND INTEREST DIST	$326.91	$0.00	$279,341.64	$0.00	$279,341.64
3/18/2016	TF -161544	JV#1019 REV 1ST QTR INT 2016 ID#001714268	$0.00	$342.67	$279,341.64	$342.67	$278,998.97
	Total Activity		$326.91	$342.67			
	Ending Balance				$279,341.64	$342.67	$278,998.97

Cash In County Treasury
Aggregate

From 3/1/2016 thru 3/31/2016
Fund: 2100 (6150 65069) Building Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 3/1/2016							$310.00
3/3/2016	TF -161414	JV#0001723006 2ND QTR. 2ND INTEREST DIST	$0.95	$0.00	$310.95	$0.00	$310.95
3/18/2016	TF -161544	JV#1019 REV 1ST QTR INT 2016 ID#001714268	$0.00	$1.00	$310.95	$1.00	$309.95
	Total Activity		$0.95	$1.00			
	Ending Balance				$310.95	$1.00	$309.95

Cash In County Treasury
Aggregate

From 3/1/2016 thru 3/31/2016
Fund: 2500 (6150 60006) Capital Facilities Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 3/1/2016							$12,067.66
3/3/2016	TF -161414	JV#0001723006 2ND QTR. 2ND INTEREST DIST	$37.13	$0.00	$12,104.79	$0.00	$12,104.79
3/18/2016	TF -161544	JV#1019 REV 1ST QTR INT 2016 ID#001714268	$0.00	$15.15	$12,104.79	$15.15	$12,089.64
	Total Activity		$37.13	$15.15			
	Ending Balance				$12,104.79	$15.15	$12,089.64

Cash In County Treasury
Aggregate

From 3/1/2016 thru 3/31/2016
Fund: 3500 (6150 60066) County School Facilities Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 3/1/2016							$14,112.26
3/3/2016	TF -161414	JV#0001723006 2ND QTR. 2ND INTEREST DIST	$43.34	$0.00	$14,155.60	$0.00	$14,155.60
3/18/2016	TF -161544	JV#1019 REV 1ST QTR INT 2016 ID#001714268	$0.00	$45.43	$14,155.60	$45.43	$14,110.17
	Total Activity		$43.34	$45.43			
	Ending Balance				$14,155.60	$45.43	$14,110.17

Cash In County Treasury
Aggregate

From 3/1/2016 thru 3/31/2016
Fund: 4000 (6150 60015) Special Reserve Fund for Capital Outlay Projects

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 3/1/2016							$1,461.34
3/3/2016	TF -161414	JV#0001723006 2ND QTR. 2ND INTEREST DIST	$4.49	$0.00	$1,465.83	$0.00	$1,465.83
3/10/2016	TF -161421	JV# 0935 2015-16 WASHINGTON COLONY 0100	$11,705.00	$0.00	$13,170.83	$0.00	$13,170.83
3/18/2016	TF -161544	JV#1019 REV 1ST QTR INT 2016 ID#001714268	$0.00	$4.70	$13,170.83	$4.70	$13,166.13
	Total Activity		$11,709.49	$4.70			
	Ending Balance				$13,170.83	$4.70	$13,166.13

Cash In County Treasury
Aggregate

From 3/1/2016 thru 3/31/2016
Fund: 5100 (6150 65070) Bond Interest and Redemption Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 3/1/2016							$11,258.37
3/3/2016	TF -161414	JV#0001723006 2ND QTR. 2ND INTEREST DIST	$8.50	$0.00	$47,380.63	$36,113.76	$11,266.87
3/3/2016	TF -161466	JV#0001722911 CURRENT UNSECURED 2015-	$458.91	$0.00	$47,839.54	$36,113.76	$11,725.78
3/7/2016	TF -161468	JV#0001723234 1ST CURRENT SECURED	$14.04	$0.00	$47,853.58	$36,113.76	$11,739.82
3/14/2016	TF -161469	JV#0001724289 8TH CURRENT SECURED	$84.85	$0.00	$47,938.43	$36,113.76	$11,824.67
3/18/2016	TF -161544	JV#1019 REV 1ST QTR INT 2016 ID#001714268	$0.00	$34.22	$47,938.43	$36,147.98	$11,790.45
	Total Activity		$566.30	$34.22			
	Ending Balance				$47,938.43	$36,147.98	$11,790.45

WCESD BOARD OF TRUSTEES

ITEM NO. V.A.5
DATE: April 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 March 31, 2016, 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 2016
- ☐ July 2016
- ☐ October 2016
- ☐ January 2017

Date for information to be reported publicly at governing board meeting: April 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

4/12/2016

Date

WCESD BOARD OF TRUSTEES

ITEM NO. V.A.6
DATE: April 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.

WCESD BOARD OF TRUSTEES

ITEM NO. V.A.7
DATE: April 12, 2016

SUBJECT TITLE: Summer School Program Update

Action _____ Discussion _____ Information ___√___

BACKGROUND

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

CONSIDERATION

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

WCESD BOARD OF TRUSTEES

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

SUBJECT TITLE: ADA/ENROLLMENT REPORT (report generated 3/18/16)

Action _____ Discussion _____ Information ___√___

BACKGROUND

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

CONSIDERATION

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

Enrollment by Teacher
Period Ending 3/18/2016
Month 8

Teacher	Grade Level(s)	# of Students	YTD ADA
Davis	K	23	21.54
Smith	TK	15	14.60
Schaffer	K	22	21.44
Dack	1	22	21.62
Pallas	1	23	21.76
Doyle	2	29	27.54
Garcia	2	29	27.54
Espinosa	3	22	21.71
Sweet	3	20	19.86
Brotnov	4	24	23.30
Lyles	4	22	22.10
Barker	5	21	20.36
Hawkins	5	21	19.99
Martinez	6	16	15.37
McCabe	6	16	14.85
Huffmon	7	23	21.99
Showalter	7	22	20.43
Marquez	8	24	22.89
Jennings	8	22	21.08
Taylor	K-8 SDC	10	8.10
TOTALS:		426	408.07

WCESD BOARD OF TRUSTEES

ITEM NO. V.B.2
DATE: April 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.

ACTION ITEMS

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

DATE: April 12, 2016

SUBJECT TITLE: Agreement for Consultation for Clean Energy Efficiency Prop 39

Action ___√___ Discussion _____ Information _____

RECOMMENDATION:

Approve Agreement for Consultation for Clean Energy Efficiency that includes Consultation, Audit and Project Support Services under Proposition 39 between Famand, Inc. dba Indoor Environmental Services (IES) Company and Washington Colony ESD.

BACKGROUND

Washington Colony Elementary School District intends to undertake one or more energy projects and/or programs at the above site and expects to receive certain funding from the State of California under Proposition 39. Washington Colony ESD expects to receive funding on an annual basis starting in the 2012-2013 fiscal year and for four fiscal years thereafter until and including 2017-2018. Owner has been allocated the amount of $111,280.00 and anticipates annual funding allocations thereafter until and including 2017-2018, the amounts of which are subject to change and availability of funds from the State of California. WCESD must use such funds in accordance with Proposition 39.

CONSIDERATION:

Consider approval of the RFP Agreement for Clean Energy Efficiency that includes Consultation, Audit and Project Support Services under Proposition 39 between Indoor Environmental Services (IES) consultant and Washington Colony ESD.

Moved by _____ Second _____

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

AGREEMENT FOR CONSULTATION, AUDIT, PLANNING ACTIVITIES,
AND PROJECT SUPPORT SERVICES
PROPOSITION 39

This Agreement for Consultation, Audit, Planning Activities, and Project Support Services **("Agreement")** is entered into by and between:

Famand, Inc. dba Indoor Environmental Services **("Consultant")**
Attention: Stan Butts, Vice President
150 Silica Avenue
Sacramento, CA 95815
Phone: (916) 988-8808
Email: sbutts@ies-hvac.com

Washington Colony Elementary School District **("District)**
Attention: Jesus Cruz, Superintendent/Principal
130 E. Lincoln Ave.
Fresno, CA 93706
Phone: (559) 233-0706
Email: jcruz@washingtoncolony.org

Consultant and District are referred to separately as a "**Party**" and collectively as the "**Parties**". Unless the context requires otherwise, any reference to a Party in this Agreement shall mean the Party and its governing body and members thereof, officers, employees, and agents.

RECITALS

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

A. District intends to undertake one or more projects or programs at one or more of District's sites to improve energy efficiency, expand clean energy generation, and/or implement energy efficiency retrofits and clean energy installations (collectively **"Energy Project"**), and to evaluate financing for such Energy Projects. District expects to receive funding from the State of California under the Clean Energy Jobs Act, Public Resources Code section 26200 et seq., to pay for such Energy Projects.

B. District desires to retain an experienced and qualified firm to provide consultation, conduct an energy survey and/or audit, assist Owner to prepare and submit required documents to the appropriate government agencies for approval of project(s) and fund disbursements, and assist District to plan for and implement one or more Energy Projects.

C. Consultant represents that it is specially trained, experienced, qualified, and competent to provide the Services required of Consultant under this Agreement.

D. After issuing a request for proposals and consideration of responses submitted pursuant thereto, District has selected, and hereby enters into this Agreement with, Consultant. By this Agreement, the Parties desire to set forth the terms and conditions upon which Consultant shall provide, and District shall compensate Consultant for, performance of those obligations required of Consultant under this Agreement, and to set forth the Parties' rights and obligations relating to this Agreement.

[Remainder of page intentionally left blank]

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions contain the following Sections:

Section 1	Scope of Services and Obligations
Section 2	Compensation to Consultant
Section 3	Term and Termination of Agreement
Section 4	Insurance
Section 5	Indemnity
Section 6	Dispute Resolution
Section 7	General Provisions

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

ARTICLE 1 SCOPE OF SERVICES AND OBLIGATIONS.

SECTION 1.1 CONSULTANT SERVICES AND OBLIGATIONS.

1.1.1 PROVISIONS APPLICABLE TO ALL SERVICES. The provisions in this Subsection 1.1.1 shall apply to all Services that Consultant provides pursuant to this Agreement.

1.1.1.1 SERVICES DEFINED. **"Services"** shall mean and include the Consultant Services in Section 1.1.2 and the Project Support Services in Section 1.1.3.

1.1.1.2 COMPLIANCE WITH APPLICABLE LAWS. In performing the Services and this Agreement, Consultant shall comply, and require all of its consultants and subcontractors to comply, with the California Clean Energy Jobs Act, Public Resources Code Section 26200 et seq., and any and all regulations, requirements, guidelines, and handbooks adopted or enacted for implementation thereof (collectively **"Proposition 39"**); all California laws applicable to California public school districts relating to public works projects; and policies, regulations and procedures of District that are applicable to Consultant.

1.1.1.3 RECORD RETENTION, INSPECTION, AND AUDIT. Consultant shall maintain accurate books and records of all Services provided under, amounts billed pursuant to, and all documents required of Consultant under this Agreement for at least five years after the date on which this Agreement terminates and make them available for review, audit, and/or copying by or at the request of District. This Agreement is subject, for three years after the final payment is made, to the State Auditor's examination and audit at District's request or as part of an audit of District. The provisions of this Subsection shall survive the termination of this Agreement.

1.1.1.4 CONSULTANT TEAM. Consultant shall provide the Services through or under the direction of the following Consultant employees: Chris Bristow, P.E., CEM. Consultant may add other employees and/or consultants without notifying or obtaining Owner's approval. However, Consultant shall not remove any of the above employees from the team without obtaining Owner's approval of such removal unless an employee is no longer

1.1.2 CONSULTATION AND TRAINING. Consultant shall provide the following **"Consultant Services"** to District:

1.1.2.1 Provide consultation relating to, among others, energy efficiency projects and programs, Proposition 39 procedures and requirements, additional funding sources for project planning and implementation, and project/program planning and implementation, and post-construction operations and maintenance.

1.1.2.2 Work as part of District's team to successfully plan for, develop, and implement each Energy Project in compliance with Proposition 39 and other applicable laws.

1.1.2.3 At District's request, train and educate students, staff, and the community about energy conservation and efficiency, and the benefits thereof.

1.1.2.4 At District's request, Consultant will manage all inquiries from the public, media, press, agencies, and other interested parties as to any and all information related to each Energy Project, and any and all outbound communications in the form of email, press release, interview, marketing, verbal, or otherwise. Consultant shall manage communication in the same regard where any contractors, consultants, financiers, or any other project related third parties are concerned.

1.1.3 PROJECT SUPPORT SERVICES. Consultant shall provide the following **"Project Support Services"** to District in accordance with the corresponding Schedule, the Parties understanding and agreeing that: (A) such Schedule is based on the information that is currently available and may need to be adjusted to reflect changes in circumstances or conditions that are not within Consultant's control; and (B) Stage A shall commence on the Effective Date and each Stage thereafter shall commence on the day following the last day of the prior Stage:

Stage	Activities	Schedule (days)
A. Analysis	▪ Perform detailed technical and financial analyses in accordance with Proposition 39 to determine District's current energy usage and costs, and potential savings opportunities. These opportunities may include, but are not limited to, lighting, HVAC replacement, controls, renewable power generation, and other energy related scopes of work targeted toward reducing costs and increasing life cycle performance. The analyses will be used to support District's Proposition 39 energy expenditure plan.	30 – 45
B. Development	▪ Develop scope and specifications for energy conservation and clean energy measures that meet District's requirements and Proposition 39 requirements. ▪ Prepare and submit Proposition 39 energy expenditure plan(s) after District's review and approval thereof.	15 – 30
C. Financing	▪ In parallel with the Development Stage, work with District or its financial advisor (if any and as needed) to identify and secure financing sources beyond funding from Proposition 39, including but not limited to incentives, rebates, subsidies, grants, no or low-interest loans, and no-charge programs or services.	30 – 60
D. Proposition 39 Services	▪ Provide consultation to and assist District to comply with Proposition 39 during all phases of each Energy Project until completion thereof and including any reporting and auditing relating thereto. ▪ In coordination and communication with District, prepare and submit to District for review and approval all analyses, energy expenditure plan(s), reports, and other documents required of District under Proposition 39, obtain the required approvals of all appropriate government agencies, and comply with reporting and auditing requirements of government agencies (collectively **"Prop. 39 Documents"**). ▪ In coordination and communication with District, submit on behalf of District all Prop. 39 Documents to the appropriate	At the same time as applicable to other Stages

Stage	Activities	Schedule (days)
	government agencies.	
E. Project Contract	▪ Assist District in developing bid/proposal and contract documents, distributing/publishing, and conducting a competitive bidding/selection process for qualified contractor(s) and other service provider(s) for performance of work to complete each Energy Project. ▪ Advise and assist District to select and contract with qualified contractor(s) and service providers as necessary.	30 – 45
F. Project Oversight	▪ Provide general oversight of each Energy Project, which oversight shall be in coordination and communication with the architect, inspector, and/or other third parties who District retains to provide services on the Energy Project. ▪ Monitor progress of each Energy Project and, at District's request, recommend approval of any requests for payment under each contract with the contractor consistent with the requirements of such contract.	30 – 180
G. Project Closeout and Audit	▪ In coordination and communication with and after approval thereof by District, prepare and submit all documents necessary to complete and close out each Energy Project to each appropriate government agency, including but not limited to, project expenditure report(s) required by Proposition 39. ▪ Assist District to comply with reporting and auditing requirements of Proposition 39 and other laws applicable to each Energy Project.	Not applicable

1.1.4 EXCLUDED SERVICES AND ADDITIONAL SERVICES. This Agreement does not require Consultant to provide labor, materials, equipment, and transportation to perform construction or installation of any Energy Project and the provision of such is excluded. Except for the Services set forth in this Agreement, District is not obligated to pay Consultant for additional services that Consultant may provide unless such additional services and the amount of compensation therefor are set forth in a written amendment executed by the Parties.

1.1.5 ASSET MANAGEMENT SERVICES.

1.1.5.1 DISTRICT OWNED SOLAR PROJECT. A "**District Owned Solar Project**" is where District enters into an engineering, procurement and construction contract and will own the photovoltaic electric system(s) installed on District's property. For the first two years of operation of a District Owned Solar Project, commencing on the date of project commissioning and continuing for two years thereafter, Consultant will provide Asset Management Services. After the two years of operation of a District Owned Solar Project, District may elect to extend the Asset Management Services on an annual basis by providing written notice to Consultant of such extension no later than 30 days prior to the last day of the initial two years.

1.1.5.2 POWER PURCHASE SOLAR PROJECT. A **"Power Purchase Solar Project"** is where District enters into a power purchase agreement to purchase energy from photovoltaic electric system(s) installed on District's property but owned and operated by a third party. Generally, the third party owner of a Power Purchase Solar Project will perform the Asset Management Services. If the District desires Consultant to

monitor the third party owner's completion of one or more of the Asset Management Services, Consultant shall do so at a mutually agreed upon rate depending on scope of the Asset Management Services, which agreement shall be set forth in a writing executed by the Parties.

1.1.5.3 ASSET MANAGEMENT SERVICES DEFINED. **"Asset Management Services"** shall include the following:

1.1.5.3(A) Quarterly performance monitoring reports.

1.1.5.3(B) Annual energy savings assessment.

1.1.5.3(C) Warranty enforcement and administration.

1.1.5.3(D) Address alarms and manage alarm resolution.

1.1.5.3(E) Annual system inspection, equipment calibration and testing (if necessary).

1.1.5.3(F) Environmental attribute (for example, renewable energy credits and carbon offsets) tracking and registration.

1.1.5.3(G) Assess need for and manage services for annual photovoltaic module washing and vegetation clearing.

1.2 DISTRICT RESPONSIBILITIES.

1.2.1 RESPONSIBILITIES GENERALLY. District has the following responsibilities in connection with this Agreement:

1.2.1.1 Has ultimate responsibility and discretion for any decision to proceed with an Energy Project and to negotiate and enter into any contracts with third parties to implement such Energy Project.

1.2.1.2 Ensure that any bidding/competitive selection process relating to any contracts with third parties to implement any Energy Project comply with Proposition 39 and other applicable laws.

1.2.1.3 May elect to include any bidders or respondents in the bidding/competitive selection process.

1.2.1.4 Ensure that each Energy Project and any contracts with third parties relating thereto comply with District's other obligations.

1.2.1.5 Perform District's obligations under any contracts with third parties relating to any Energy Project.

1.2.1.6 Provide Consultant access to facilities, sites, or data for activities associated with this Agreement at reasonable times and on Consultant's reasonable advance notice. Consultant shall notify the site administrator prior to entry onto District's property and shall follow the District's policies, regulations, and procedures for entry onto and presence upon District's property.

1.2.1.7 Has ultimate responsibility for applying for any financing for each Energy Project and satisfying the requirements of such financing.

1.2.2 ENERGY PROJECT COSTS. District acknowledges that in addition to the Service Fee payable to Consultant, District is responsible for: (A) all project development and installation costs in connection with each Energy Project, including without limitation, all system installation costs, construction contingency, third party engineering, third party inspection and permitting (including the Division of the State Architect **("DSA")**), third party commissioning, inspection and testing,

third party consulting and underwriting costs, insurance costs, and other development costs; (B) any and all, financing costs and reserves, construction debt legal, permanent debt legal, third party financial consulting, principal and interest reserve funds, capitalized interest funds, capital costs of issuance, underwriter's discounts and fees, bond insurance, escrow or trustee costs, and other financing costs; and (C) any operations and maintenance costs of any Energy Project. Consultant shall have no authority to agree or incur on behalf of District, or to bind District to, any costs, debts, obligations, and/or liabilities without approval of District's board of trustees.

1.2.3 THIRD PARTY ENERGY PROJECT CONTRACTS. Neither the execution of this Agreement, the holding of discussions, negotiations nor the exchange of material or information shall be construed as creating a binding obligation on District to enter into any contracts with third parties to implement or consummate any Energy Project. District reserves and shall have the right, in District's sole discretion, to reject any and all proposals made by any third parties with regard to any Energy Project and to terminate discussions and negotiations of any contracts with any third parties. Such a termination of discussions or negotiations regarding third party contracts will not affect any of the obligations of the Parties under this Agreement. District acknowledges and agrees that if District proceeds with any Energy Project, District will be required to enter into one or more contracts with third parties (including, for example, a power purchase agreement, a site or equipment lease, an engineering, procurement and construction contract and/or other project and financing documents) as agreed by District and the applicable third party(ies). District acknowledges that District is solely responsible for negotiating any contracts with any third parties and ensuring that such contracts adequately protect District and satisfy District's objectives and needs. District acknowledges that Consultant does not control and is not responsible for the performance or conduct of any third parties.

SECTION 1.3 WORK PRODUCTS AND RIGHTS THERETO. The following applies to any data, document, display, drawing, report, material, invention, work, and discovery, including any copyright, right, and interest therein or thereto and whether written, recorded, or electronically stored (collectively **"Work"**) that District provides to Consultant pursuant to or relating this Agreement (**"District Work"**) or that are provided to District by or on behalf of Consultant pursuant to or relating to this Agreement (collectively **"Consultant Work"**): (A) the District Work is District's property and District has all interests and rights thereto; (B) Consultant does not own and shall not claim any interest or right to or in the District Work; (C) Districts grants to Consultant a limited license during the Contract Term to use and reproduce only those portions of the District Work necessary for Consultant to perform this Agreement; (D) Consultant shall return any or all District Work to District upon District's request; (E) Consultant represents that the Consultant Work is Consultant's original work and does not contain any unlawful matter or infringe upon any third party's copyright, right, or interest; (F) the Consultant Work is an instrument of service and shall become District's sole property upon, and Consultant shall deliver to District the Consultant Work within 30 days of the date of completion of the Services or the date of termination of this Agreement, whichever is earlier; and (G) District shall have the right to, and may authorize others to, use, modify, duplicate, distribute, sell, dispose, and/or disclose, in whole or in part, in any manner, and for any purpose, the Consultant Work. District shall be the owner of all system performance data produced by each Energy Project's data acquisition system and have the right to, and may authorize others to, use, modify, duplicate, distribute, sell, dispose, and/or disclose, in whole or in part, in any manner, and for any purpose, the system performance data. Notwithstanding District's ownership of the performance data, Consultant shall have the right to retain copies of and use such performance data for its own purposes, including without limitation, using such data to improve Consultant's knowledge and performance of its services generally; however, in using such data, Consultant shall not in any way identify District as the owner or source of the data. The provisions of this Section shall survive the termination of this Agreement.

ARTICLE 2 COMPENSATION TO CONSULTANT.

SECTION 2.1 SERVICE FEE. As full consideration and compensation for Consultant's performance of the Services and this Agreement, District shall pay Consultant, based on actual Services that Consultant performed in accordance with this Agreement, the sum of **$11,128**. Except as stated in this Section 2.1,

District shall have no obligation to pay any compensation or other consideration to Consultant for the Services, whether in contract, law, or equity.

SECTION 2.2 PAYMENT OF SERVICE FEE AND PAYMENT SCHEDULE.

2.2.1 INVOICE AND DECLARATION UNDER PENALTY OF PERJURY. Consultant shall submit an itemized invoice and supporting information to District before Consultant may receive any payment under this Agreement. Each person submitting and/or signing an invoice on behalf of Consultant declares under penalty of perjury under California laws, and certifies and attests that: (A) he/she has thoroughly reviewed the claim for payment and know its content; (B) the invoice and supporting information are truthful, accurate, and complete, and reflect Services that Consultant has completed in accordance with this Agreement and the correct amount for those Services; (C) Consultant has complied and is in compliance with all obligations required of Consultant under this Agreement; and (D) he/she is familiar with Penal Code section 72 pertaining to false claims, and knows and understands that submission and/or certification of a false claim may lead to fines, imprisonment, and/or other legal consequences. Upon receiving an invoice and if District objects to it and/or requires additional information, District shall notify Consultant and Consultant shall provide such information to District within 10 days after Consultant receives District's notice. If Consultant fails or refuses to provide the additional information, District shall have the right to withhold payment of any or all of the Service Fee until such time that District receives such information from Consultant

2.2.2 CONDITIONS PRECEDENTS TO PAYMENT OF SERVICE FEE. District is obligated to pay Consultant the Service Fee only upon the satisfaction of all of the following conditions and such each applicable condition stated in Section 2.2.3 below relating to each Service Fee Payment (collectively **"Service Fee Payment Conditions"**):

2.2.2.1 For each Energy Project that will be paid, in part or in whole, with funds by Proposition 39, the California Energy Commission **("CEC")** has approved the energy expenditure plan that contains the Energy Project.

2.2.2.2 District has selected and entered into one or more contracts with the selected contractor(s)/installer(s) to install, construct, or implement the Energy Project.

2.2.2.3 The successful financing of the Energy Project and only when District has received development money from the financing. If an Energy Project will be paid with funds from Proposition 39, District must have received funds under Proposition 39 from the California Department of Education **("CDE")** in an amount sufficient to cover the cost of the Energy Project unless District, in its sole discretion, approves use of funds from other sources to pay for the Energy Project.

2.2.2.4 CEC approved Consultant's Service Fee to be paid out of the funds that District receives from Proposition 39 and District received such funds from CDE.

2.2.2.5 On the date of payment of each Service Fee Payment, Consultant has performed all Services required, on or before such date, of Consultant.

If any of the Service Fee Payment Conditions is not satisfied, District is not obligated to pay Consultant, and Consultant shall have no rights to receive compensation of, the Service Fee or any other consideration for the Services that Consultant performed under this Agreement.

2.2.3 PAYMENT SCHEDULE AND CONDITIONS. After satisfaction of the Service Fee Payment Conditions set forth in Subsection 2.3.1, District shall pay the Service Fee to Consultant in accordance with the following:

2.2.3.1 SERVICE FEE PAYMENT NO. 1: 50% of the Service Fee within 30 days of the date on which District and each selected contractor/installer for the Energy Project(s) signed each contract to construct, install, and/or implement the Energy Project(s) and

District received funding from Proposition 39 in an amount sufficient to cover the costs of construction, installation, and/or implementation of the Energy Project(s).

2.2.3.2 SERVICE FEE PAYMENT NO. 2: 10% of the Service Fee within 30 days of the date of completion of the design documents for the Energy Project(s) and approval thereof by District and the appropriate government agency(ies).

2.2.3.3 SERVICE FEE PAYMENT NO. 3: 30% of the Service Fee within 30 days of the date the Energy Project(s) begin generating power or energy savings for District on a continuous and regular basis.

2.2.3.4 SERVICE FEE PAYMENT NO. 4: 10% of the Service Fee within 30 days of the date the Energy Project(s) are 100 percent completed, certification of the Energy Project(s) if the Energy Project(s) are subject to review and approval by DSA, and District's receipt of all warranties, as-builts, and operating manuals for and relating to the Energy Project(s).

ARTICLE 3 TERM AND TERMINATION OF AGREEMENT; SUSPENSION OF SERVICES.

SECTION 3.1 TERM. This Agreement is effective on April, 12, 2016 **("Effective Date")** and continues in full force and effect thereafter until and including December 30, 2021 and any extension thereto **("Contract Term")** and, unless terminated during the Contract Term in accordance with Section 3.2, shall terminate at 12:00 midnight on the last day of the Contract Term without any notice or action by either Party. Any extension of the Contract Term shall be set forth in an amendment executed by the Parties.

SECTION 3.2 TERMINATION DURING CONTRACT TERM.

3.2.1 TERMINATION FOR CAUSE. During the Contract Term and unless specifically permitted otherwise in this Section 3.2, a Party may terminate this Agreement only upon the other Party's material breach of one or more provisions of this Agreement and after the non-breaching Party has given the breaching Party written notice at least 30 days before the date on which the termination is to become effective.

3.2.2 TERMINATION DUE TO CONSULTANT INSOLVENCY. Despite any contrary provisions in this Agreement, this Agreement shall terminate without any notice from District to Consultant effective the day immediately preceding the day on which: (A) there is a filing by or against Consultant to have Consultant adjudged bankrupt or there is a petition for reorganization or arrangement of Consultant under any law relating to bankruptcy; (B) Consultant applies for, consents to, or has an order, judgment, or decree entered by a court for approval of a petition for or appointment of a receiver, trustee, custodian, or liquidator of all or a substantial part of Consultant's assets; (C) Consultant is unable to, fails to, or admits in writing its inability generally to pay its debts or obligations as they become due; and/or (D) Consultant makes a general assignment for the benefit of creditors.

3.2.3 TERMINATION ON OTHER GROUNDS. Despite any contrary provisions in this Agreement, District may terminate this Agreement effective on the date stated in District's written notice of termination to Consultant pursuant to any of the following:

3.2.3.1 District and/or any entity from which District receives or is to receive funds under Proposition 39 or other sources to pay for the Service Fee and/or the Energy Project(s) reduce or eliminate some or all such funds, or fail or determine not to appropriate sufficient funds to make future payments.

3.2.3.2 A government or issuing agency revokes, suspends, places on probation, or non-renews any license, certification, and/or permit that Consultant must hold to perform its remaining material obligations under this Agreement and Consultant is not able to renew such license, certification and/or permit in a timely manner but in no event later than 30 days after the date of revocation, suspension, placement on probation, or non-renewal of the license, certification, and/or permit.

3.2.3.3 Consultant assigns, transfers, or subcontracts any or all of Consultant's obligations and/or rights under this Agreement in breach of Section 7.3.

3.2.3.4 Consultant fails to maintain and provide written proof of insurance as required by Article 4 and fails to cure within 14 days of the date on which Consultant receives written notice to cure from District.

3.2.4 RIGHTS AND OBLIGATIONS UPON TERMINATION. Upon termination of this Agreement during the Contract Term, the provisions in this Subsection 3.2.4 shall survive the termination of this Agreement and govern District's obligations to pay Consultant, and Consultant's right to receive payment of, the Service Fee.

3.2.4.1 SERVICE FEE DUE.

Provision Pursuant to Which this Agreement Terminated	Service Fee Due to Consultant
Termination due to material breach of one or more provisions of this Agreement by Consultant pursuant to Subsection 3.2.1	$0
Termination due to material breach of one or more provisions of this Agreement by District pursuant to Subsection 3.2.1	Each Service Fee Payment due to Consultant for Services Consultant performed in accordance with this Agreement before termination date prorating any payments where the termination date occurs between two Service Fee Payments
Termination pursuant to Subsection 3.2.2 (Consultant Insolvency)	$0
Termination pursuant to Subsection 3.2.3.1 (lack or insufficient appropriation of funds)	Each Service Fee Payment due to Consultant for Services Consultant performed in accordance with this Agreement before termination date
Termination pursuant to Subsection 3.2.3.2 (revocation, suspension, nonrenewal of Consultant licenses/certifications)	$0
Termination pursuant to Subsection 3.2.3.3 (assignment, transfer or subcontract by Consultant)	$0
Termination Pursuant to Subsection 3.2.3.4 (Consultant failure to maintain and provide proof of required insurance)	$0

3.2.4.2 All provisions in Subsections 2.2.1 and 2.2.2 shall apply to Consultant's request for and District's issuance of payment of the Service Fee under this Subsection 3.2.4, and, upon making each such payment, District is not obligated to pay and shall have no obligation to make any further payment to Consultant, whether pursuant to contract, law or equity.

SECTION 3.3 SUSPENSION OF SERVICES. Despite any contrary provision in this Agreement, District shall have the right to suspend, delay, or interrupt any or all Services at any time during the Contract Term by providing written notice to Consultant at least seven days before the date on which the suspension, delay, or interruption is to begin, and stating the beginning and ending dates thereof **("Suspension Period")**. Unless the Parties agree otherwise in a written amendment executed by them,

the following shall apply upon District's exercise of the rights under this Subsection 3.3: (A) Consultant shall suspend, delay, or interrupt such Services as stated in Owner's notice but shall continue to perform all other Services; (B) Consultant shall not be entitled to any damages, losses, or costs arising out of, resulting from, or relating to Owner's exercise of its right under this Section or the Suspension Period; (C) Consultant shall resume performance of Services on the next business day following the ending date of the Suspension Period; and (D) the Contract Term shall remain the same.

SECTION 3.4 FORCE MAJEURE. A Party is not liable for failing to perform or delaying performance of this Agreement due to events that are beyond the Party's reasonable control and occurring without its fault or negligence, for example, acts of God such as tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters (collectively **"Force Majeure"**), provided that the Party has promptly notified the other Party in writing of the occurrence of the Force Majeure, except that a Force Majeure shall not excuse District's payment to Consultant of any portion of the Service Fee that is due to Consultant where Consultant has performed, in accordance with this Agreement, the Services for which payment is requested, and submitted an invoice and supporting information as required on the Cover and Section 2.2. Consultant shall not receive any payment for Services that Consultant did not perform during the period in which the Force Majeure occurred.

ARTICLE 4 INSURANCE.

SECTION 4.1 REQUIRED INSURANCE. Consultant, at its cost, shall maintain in effect insurance that complies, at a minimum, with the applicable requirements stated below. District, in its sole discretion and through its Superintendent, may waive any requirement in this Subsection 4.1; however, District's failure to insist or request that Consultant comply with the requirements of this Section shall not constitute a waiver on District's part. District reserves the right to reject any insurance and/or to require that Consultant obtain insurance through an insurer satisfactory to District.

4.1.1 COMMERCIAL GENERAL LIABILITY, in effect throughout the Contract Term, coverage for property damage, bodily injury, and personal and advertising injury with limits of not less than $1,000,000 per occurrence and $2,000,000 general aggregate. This insurance shall contain a blanket additional insured endorsement or be endorsed to name Washington Colony Elementary School District and its governing board of trustees, officers, employees, and agents as an additional insured.

4.1.2 WORKERS COMPENSATION, in effect throughout the Contract Term, with limits of not less than $1,000,000 or an amount as required by California laws, whichever is greater; and EMPLOYER'S LIABILITY INSURANCE of not less than $1,000,000.

4.1.3 COMMERCIAL AUTOMOBILE LIABILITY, in effect throughout the Contract Term, covering, at a minimum, non-owned and hired autos and, if there are any autos owned by Consultant, then also covering owned autos, with a combined single limit of not less than $1,000,000 per accident.

SECTION 4.2 PROOF AND NOTICE; DEDUCTIBLE OR SELF-INSURED RETENTION. Consultant shall provide to District: (A) as required on the Cover and from time to time as District may request, written proof satisfactory to District of the existence of the insurance required of Consultant, including any required endorsement; (B) upon District's request, a certified copy of the insurance policy or other document satisfactory to District; (C) no later than 15 days before the date on which a required insurance expires, written proof of renewal of the insurance, including any required endorsement; and (D) written notice within two business days of the occurrence of any of the following: (1) any required insurance is cancelled or non-renewed, (2) notice from the insurer that the insurer intends to or will cancel or non-renew the insurance, and/or limit, restrict, or reduce Consultant's insurance coverage such that the insurance does not comply with the requirements in Section 4.1, or (3) any required insurance's policy limits have been reduced below those required in Section 4.1. Consultant shall disclose any deductible or self-insured retention for any of the required insurance. District reserves the right to require that such deductible or self-insured retention be eliminated or reduced, that Consultant obtain a bond or other security guaranteeing payment of losses and costs within the limits of the deductible or self-insured retention, or that Consultant provide other assurances satisfactory to District. Consultant's obligation to

provide written proof of the insurance required under Section 4.1 shall survive the termination of this Agreement.

ARTICLE 5 INDEMNITY.

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

ARTICLE 6 DISPUTE RESOLUTION.

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

ARTICLE 7 GENERAL PROVISIONS.

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

executed contract. The Parties may amend or waive any provision of this Agreement only by a writing executed by them.

SECTION 7.2 INTERPRETATION; APPLICABLE LAWS AND TIME ZONE; VENUE; SEVERABILITY; AND SURVIVAL OF TERMINATION. If there is uncertainty of any language in this Agreement, the Parties agree that Civil Code section 1654 shall not apply to interpret the uncertainty. The language of this Agreement shall be interpreted according to its fair meaning and not strictly for or against any Party and under California laws without giving effect to California's choice of law provisions that may result in the application of the laws of another jurisdiction. All dates and times stated in this Agreement shall be according to Pacific Time. All causes of action, actions, lawsuits, and proceedings arising out of, resulting from, or relating to this Agreement shall be adjudicated in state or federal court in Fresno County, California, provided that District 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. Consultant 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 District. This Agreement does not and shall not be construed to create an employment or agency relationship, partnership, or joint venture between the Parties. Consultant and its officers, employees, agents, and any other person performing services for or on behalf of Consultant shall not have any right or claim against District for wages or employee compensation, social security benefits, workers compensation benefits, health benefits, vacation, sick leave, or other employee benefits. Consultant shall not assign, transfer, or subcontract any or all of its obligations and/or rights under this Agreement, including by operation of law or change of control or merger, without District's prior written consent.

SECTION 7.4 NOTICES. Except as may be stated otherwise in this Agreement in which case such provision shall govern to the extent provided therein, each Party shall give any notices, demands, and all other communications required or permitted under this Agreement in writing and by one of the following methods to the other Party at its address and/or email stated on page 1 of this Agreement, delivery to be effective upon receipt thereof by the other Party: (A) hand delivery; (B) sent by a reputable overnight courier service that tracks the delivery; (C) sent by certified mail, return receipt requested, postage prepaid; or (D) sent by regular mail *and* transmitted by e-mail. A Party may change its contact person and/or contact information stated on the Cover by notifying the other Party of the particular change and the effective date thereof in accordance with this Section. The provisions of this Section shall survive the termination of this Agreement.

SECTION 8.5 CONFLICTS OF INTEREST. During the Contract Term, neither Consultant nor its members, employees or agents shall have a financial interest in any Energy Project other than Consultant's rights under this Agreement. District acknowledges that Consultant may have previously had or may currently have agreements or a business relationship with or received compensation from other parties to the Energy Project and Consultant may enter into agreements or business relationships or receive compensation from such third parties in the future, provided that (A) such agreements, relationships or compensation are not related to or contingent upon District or any Energy Project; and (B) Consultant does not and will not have any financial interest in any Energy Project other than Consultant's rights under this Agreement.

In consideration of the covenants, conditions, and promises in and for good and valuable consideration and the mutual benefits to be derived from this Agreement, Consultant and District have reviewed and understand and hereby enter into this Agreement. Each person executing this Agreement on behalf of a Party represents that he/she is authorized to execute on behalf of and to bind the Party to this Agreement.

CONSULTANT

By: _____

Print Name: Stan Butts
Title: Vice President
/ /

DISTRICT

By: _____
Jesus Cruz, Superintendent/Principal

WCESD BOARD OF TRUSTEES

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

SUBJECT TITLE: 2015 – 2016 Amended Child Development Contract

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Adopt amended Child Development Contract for the 2015- 2016 school year.

BACKGROUND

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

CONSIDERATION

Consider approving the amended amount for the Child Development Contract for the 2015-16 Fiscal Year.

FINANCIAL IMPACT:

Reimbursement at the new rate not to exceed $38.53 per child per day of full-time enrollment and a Maximum Amended Reimbursable Amount (MRA) of $171,240.00. The original amount of $159,252.00 should be deleted including the original maximum rate reference of $36.10.

Moved by _____ Second _____

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

CALIFORNIA DEPARTMENT OF EDUCATION
1430 N Street
Sacramento, CA 95814-5901

F.Y. 15 - 16

Amendment 01

DATE: July 01, 2015

CONTRACT NUMBER: CSPP-5085

PROGRAM TYPE: CALIFORNIA STATE PRESCHOOL PROGRAM

PROJECT NUMBER: 10-6251-00-5

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES
Budget Act/Rate Increase

CONTRACTOR'S NAME: WASHINGTON COLONY ELEMENTARY SCHOOL DISTRICT

This agreement with the State of California dated July 01, 2015 designated as number CSPP-5085 shall be amended in the following particulars but no others:

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to $159,252.00 and inserting $171,240.00 in place thereof.

The Maximum Rate per child day of enrollment payable pursuant to the provisions of the agreement shall be amended by deleting reference to $36.10 and inserting $38.53 in place thereof.

SERVICE REQUIREMENTS

The minimum Child Days of Enrollment (CDE) Requirement shall be amended by deleting reference to 4,411.0 and inserting 4,444.0 in place thereof.

Minimum Days of Operation (MDO) Requirement shall be 180. (No change)

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

STATE OF CALIFORNIA	CONTRACTOR
BY (AUTHORIZED SIGNATURE)	BY (AUTHORIZED SIGNATURE) Jesus B. Cruz
PRINTED NAME OF PERSON SIGNING: Sueshil Chandra, Manager	PRINTED NAME AND TITLE OF PERSON SIGNING: JESUS CRUZ / Superintendent-Principal
TITLE: Contracts, Purchasing and Conference Services	ADDRESS: 130 East Lincoln Ave Fresno Ca 93706

AMOUNT ENCUMBERED BY THIS DOCUMENT: $ 11,988	PROGRAM/CATEGORY (CODE AND TITLE): Child Development Programs		FUND TITLE: General	Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT: $ 159,252	(OPTIONAL USE) 0656 23038-6251			
TOTAL AMOUNT ENCUMBERED TO DATE: $ 171,240	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A	STATUTE 2015	FISCAL YEAR 2015-2016
	OBJECT OF EXPENDITURE (CODE AND TITLE): 702 SACS: Res-6105 Rev-8590			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.			T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER			DATE	

WCESD BOARD OF TRUSTEES

ITEM NO. VI.A.3
DATE: April 12, 2016

SUBJECT TITLE: WARRANTS

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

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

BACKGROUND

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

CONSIDERATION

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

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

Moved by _____ Second _____

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

Paid Date(s) From: 3/1/2016 To: 3/31/2016

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
8-AIMS EDUCATION FOUNDATION	511904434	PO-160250	PLCAM35A - REGISTRATION F	0100-31500-0-1110-1000-520000-000-00	105.00
				Warrant Total:	**105.00**
	511909215	PO-160262	REGISTRATION FOR LILI ESPI	0100-31500-0-1110-1000-520000-000-00	170.00
				Warrant Total:	**170.00**
				Vendor Total:	**275.00**
655-ALL VALLEY ENVIRONMENTAL IN	511909216	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**
387-AMERIPRIDE UNIFORM SERVICE IN	511908274	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	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:	**414.76**
				Vendor Total:	**414.76**
1391-APPLE INC.	511908275	PO-160256	MF839LL/A MACBOOK PRO 13	0100-11000-0-1110-1000-440002-000-00	10,605.02
				Warrant Total:	**10,605.02**
				Vendor Total:	**10,605.02**
523-AT&T	511908276	PO-160237	2015-2016 OPEN PURCHASE OR	0100-81500-0-0000-8100-590004-000-00	220.55
				Warrant Total:	**220.55**
				Vendor Total:	**220.55**
1301-B FRESH PRODUCE INC.	511904435	PO-160111	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	568.50
		PO-160111	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-07	54.00
				Warrant Total:	**622.50**
	511908277	PO-160111	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	636.50
		PO-160111	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-07	69.50
		PO-160111	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	361.75
		PO-160111	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-07	24.50
				Warrant Total:	**1,092.25**
				Vendor Total:	**1,714.75**
1183-BLACKBOARD CONNECT INC	511909217	PO-160218	2015-2016 BLACBOARD CONNE	0100-00000-0-0000-2700-580000-000-00	2,220.80
				Warrant Total:	**2,220.80**

Paid Date(s) From: 3/1/2016 To: 3/31/2016

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
				Vendor Total:	**2,220.80**
1365-BSN SPORTS INC	511909218	PO-160245	AA529 PU/GY/WH-ADULT 2 BU	0100-11000-0-1110-1000-430000-000-00	478.04
				Warrant Total:	**478.04**
				Vendor Total:	**478.04**
1417-BUSWEST LLC	511908278	PV-160224	BUS SUPPLIES	0100-09000-0-0000-3600-430024-000-00	183.72
				Warrant Total:	**183.72**
				Vendor Total:	**183.72**
614-CDW GOVERNMENT LLC	511908279	PO-160247	3577022 ACAD GOOGLE CHRON	0100-63000-0-1110-1000-440002-000-00	9,635.45
		PO-160247	3577022 ACAD GOOGLE CHRON	0100-63000-0-1110-1000-440002-000-00	16,191.68
				Warrant Total:	**25,827.13**
	511909219	PO-160257	2536579 EPSON REPLACEMEN	0100-11000-0-1110-1000-430000-000-00	214.29
		PO-160247	3577022 ACAD GOOGLE CHRON	0100-63000-0-1110-1000-440002-000-00	4,545.45
				Warrant Total:	**4,759.74**
				Vendor Total:	**30,586.87**
1216-CENTRAL VALLEY SUPPORT SERV	511909220	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**
428-CHILDS AND COMPANY INC	511908280	PV-160225	MAINT SUPPLIES	0100-81500-0-0000-8100-430018-000-00	125.45
				Warrant Total:	**125.45**
				Vendor Total:	**125.45**
544-CIT TECHNOLOGY FINANCIAL INC.	511904436	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**
453-CLOVIS UNIFIED SCHOOL DISTRIC	511909221	PO-160273	6 GRADE TRIP TO SONORA CA	0100-09000-0-1110-1000-580014-000-00	7,223.50
				Warrant Total:	**7,223.50**
				Vendor Total:	**7,223.50**
915-CRYSTAL CREMERY	511904437	PO-160112	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	134.58
				Warrant Total:	**134.58**
	511908281	PO-160112	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	134.67
		PO-160112	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	160.71
		PO-160112	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	106.41
		PO-160112	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	198.27

Paid Date(s) From: 3/1/2016 To: 3/31/2016

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
				Warrant Total:	**600.06**
	511909222	PO-160112	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	227.08
				Warrant Total:	**227.08**
				Vendor Total:	**961.72**
1208-CULLIGAN INC.	511908282	PO-160016	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-8100-560000-000-00	51.00
				Warrant Total:	**51.00**
				Vendor Total:	**51.00**
88-DACK, ROBERT	511904438	PV-160220	SACRAMENTO 3/9-11	0100-11000-0-0000-7110-520000-000-00	277.10
				Warrant Total:	**277.10**
				Vendor Total:	**277.10**
1308-DANIELS, GINA	511908283	PV-160226	EXPULSION LETTERS	0100-00000-0-0000-7200-590010-000-00	19.06
				Warrant Total:	**19.06**
				Vendor Total:	**19.06**
585-DAVIS, KIM	511908284	PV-160227	MATH WKSHP 1/21 & 3/1	0100-31500-0-1110-1000-520000-000-00	86.40
				Warrant Total:	**86.40**
				Vendor Total:	**86.40**
755-DRONYK, JEFF	511908285	PO-160099	CELL PHONE REIMBURSEMEN	0100-00000-0-0000-8100-590006-000-00	66.00
				Warrant Total:	**66.00**
				Vendor Total:	**66.00**
404-EASTON AUTO PARTS	511908286	PV-160228	MAINT SUPPLIES	0100-81500-0-0000-8100-430010-000-00	9.37
		PV-160229	BUS SUPPLIES	0100-09000-0-0000-3600-430024-000-00	46.10
				Warrant Total:	**55.47**
				Vendor Total:	**55.47**
1376-ERVIN, CARLY	511909223	PV-160236	MUSIC SUPPLIES	0100-09000-0-1155-1000-430000-000-75	68.00
				Warrant Total:	**68.00**
				Vendor Total:	**68.00**
1530-FRESNO AREA CHILD DEVELOPME	511909224	PV-160237	STAFF DEVELOPMENT	1200-61050-0-0001-1000-520000-000-00	50.00
				Warrant Total:	**50.00**
				Vendor Total:	**50.00**
127-FRESNO COUNTY OFFICE OF EDUC.	511909225	PV-160241	POSTERS	0100-11000-0-1110-1000-430000-000-00	77.92
		PO-160264	REGISTRATION FOR BECKY M	0100-42030-0-1110-1000-520000-000-00	150.00

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
	511909225	PO-160264	REGISTRATION FOR BECKY M	0100-42030-0-1110-1000-520000-000-00	150.00
		PO-160187	2015-2016 OPEN PURCHASE OR	0100-09000-0-0000-2420-580010-000-92	1,320.00
				Warrant Total:	**1,697.92**
				Vendor Total:	**1,697.92**
131-FRESNO OXYGEN INC.	511908287	PO-160177	2015-2016 OPEN PURCHASE OR	0100-81500-0-0000-8100-560000-000-00	42.92
				Warrant Total:	**42.92**
				Vendor Total:	**42.92**
141-GLACIER REFRIGERATION & AIR	511908288	PV-160231	CAFE HEATER	1300-53100-0-0000-8100-560000-000-00	160.00
				Warrant Total:	**160.00**
				Vendor Total:	**160.00**
1504-GONZALES, ROSE	511909226	PV-160238	PARKING	1300-53100-0-0000-3700-520000-000-00	3.00
		PV-160238	PARKING	1300-53100-0-0000-3700-520000-000-00	3.00
		PV-160238	PARKING	1300-53100-0-0000-3700-520000-000-00	3.00
				Warrant Total:	**9.00**
				Vendor Total:	**9.00**
1427-GOODYEAR COMMERCIAL TIRE	511908289	PV-160230	BUS REPAIR	0100-09000-0-0000-3600-560005-000-00	2,379.92
				Warrant Total:	**2,379.92**
				Vendor Total:	**2,379.92**
1368-GOTTSCHALK MUSIC CENTER	511909227	PO-160224	LUDWIG 8 TRIANGLE W/CLIP A	0100-09000-0-1155-1000-430000-000-75	29.50
				Warrant Total:	**29.50**
				Vendor Total:	**29.50**
174-JENSEN & PILEGARD INC.	511908290	PV-160232	MAINT SUPPLIES	0100-81500-0-0000-8100-430018-000-00	159.12
				Warrant Total:	**159.12**
				Vendor Total:	**159.12**
1381-JW PEPPER AND SON INC	511904439	PO-160251	10071293 AIR OF NOBILITY AD	0100-09000-0-1155-1000-430000-000-75	76.03
				Warrant Total:	**76.03**
				Vendor Total:	**76.03**
1524-KING KHAN DRILLING	511909228	PO-160274	INSTALLATION OF BASKETBA	0100-11000-0-0000-8100-560012-000-00	1,800.00
				Warrant Total:	**1,800.00**
				Vendor Total:	**1,800.00**
958-MATHEW, PETE	511904440	PV-160221	SACRAMENTO 3/9-11	0100-11000-0-0000-7110-520000-000-00	277.10

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
				Warrant Total:	**277.10**
				Vendor Total:	**277.10**
220-MISSION LINEN SUPPLY INC.	511908291	PO-160117	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-8100-550005-000-00	68.86
		PO-160117	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-8100-550005-000-00	68.86
				Warrant Total:	**137.72**
	511909229	PO-160117	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-8100-550005-000-00	74.36
				Warrant Total:	**74.36**
				Vendor Total:	**212.08**
377-OFFICE DEPOT	511904441	PO-160258	OFFICE SUPPLIES SEE ATTACH	0100-11000-0-1110-1000-430000-000-00	212.95
		PO-160258	OFFICE SUPPLIES SEE ATTACH	0100-11000-0-1110-1000-430000-000-00	44.43
		PO-160258	OFFICE SUPPLIES SEE ATTACH	0100-00000-0-0000-2700-430013-000-00	41.92
				Warrant Total:	**299.30**
	511904442	PO-160258	OFFICE SUPPLIES SEE ATTACH	1300-53100-0-0000-3700-430008-000-00	17.56
				Warrant Total:	**17.56**
				Vendor Total:	**316.86**
1280-P & R PAPER SUPPLY COMPANY I	511904443	PO-160120	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-430008-000-00	64.20
		PO-160120	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-430008-000-00	302.39
				Warrant Total:	**366.59**
	511908292	PO-160120	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-430008-000-00	278.11
				Warrant Total:	**278.11**
	511909230	PO-160120	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-430008-000-00	321.87
				Warrant Total:	**321.87**
				Vendor Total:	**966.57**
385-PACIFIC GAS & ELECTRIC INC	511904444	PO-160100	2015-2016 OPEN PURCHASE OR	0100-81500-0-0000-8100-550001-000-00	190.13
		PO-160100	2015-2016 OPEN PURCHASE OR	0100-81500-0-0000-8100-550001-000-00	935.75
		PO-160100	2015-2016 OPEN PURCHASE OR	0100-81500-0-0000-8100-550001-000-00	1,565.37
		PO-160100	2015-2016 OPEN PURCHASE OR	0100-81500-0-0000-8100-550001-000-00	61.78
		PO-160100	2015-2016 OPEN PURCHASE OR	0100-81500-0-0000-8100-550001-000-00	1,387.99
				Warrant Total:	**4,141.02**
				Vendor Total:	**4,141.02**
1312-ROBERT V. JENSEN INC.	511908293	PO-160103	2015-2016 OPEN PURCHASE OR	0100-09000-0-0000-3600-430009-000-00	250.69
				Warrant Total:	**250.69**
				Vendor Total:	**250.69**

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
1519-RUSH ADVERTISING SPECIALTIES	511908294	PO-160236	PBIS POSTERS/BANNERS/SIGN	0100-90140-0-1110-1000-430000-000-00	85.10
		PO-160236	PBIS POSTERS/BANNERS/SIGN	0100-90140-0-1110-1000-430000-000-00	102.82
		PO-160236	PBIS POSTERS/BANNERS/SIGN	0100-90140-0-1110-1000-430000-000-00	292.85
		PO-160236	PBIS POSTERS/BANNERS/SIGN	0100-90140-0-1110-1000-430000-000-00	251.10
		PO-160236	PBIS POSTERS/BANNERS/SIGN	0100-90140-0-1110-1000-430000-000-00	1,912.34
				Warrant Total:	**2,644.21**
				Vendor Total:	**2,644.21**
279-SAN JOAQUIN PEST CONTROL INC	511904445	PO-160034	2015-2016 OPEN PURCHASE OR	0100-81500-0-0000-8100-550006-000-00	65.00
				Warrant Total:	**65.00**
				Vendor Total:	**65.00**
284-SCHOLASTIC BOOK CLUBS INC	511909231	PO-160275	SCIENCE WORLD MAGAZINES	0100-63000-0-1110-1000-410001-000-00	356.13
				Warrant Total:	**356.13**
				Vendor Total:	**356.13**
1362-SCHOOL FOOD CONSULTANTS GR(	511904446	PO-160121	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-580000-000-00	1,245.75
				Warrant Total:	**1,245.75**
				Vendor Total:	**1,245.75**
1263-SPARKLETTS	511908295	PO-160122	2015-2016 OPEN PURCHASE OR	0100-81500-0-0000-8100-550009-000-00	131.07
				Warrant Total:	**131.07**
				Vendor Total:	**131.07**
308-SPURR	511909232	PO-160035	2015-2016 OPEN PURCHASE OR	0100-81500-0-0000-8100-550003-000-00	1,545.28
				Warrant Total:	**1,545.28**
				Vendor Total:	**1,545.28**
810-SUNBELT RENTALS INC	511908296	PV-160233	PUSH BLOWER RENTAL	0100-81500-0-0000-8100-560012-000-00	160.99
				Warrant Total:	**160.99**
				Vendor Total:	**160.99**
203-SYSCO FOOD SERVICE OF CENTRA	511904447	PO-160238	OPEN PURCHASE ORDER FOR	0100-00000-0-0000-7110-430014-000-00	10.96
				Warrant Total:	**10.96**
	511904448	PO-160134	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	2,011.66
		PO-160134	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-07	313.96
		PO-160134	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	165.18
		PO-160134	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	185.79
				Warrant Total:	**2,676.59**
	511908297	PO-160168	2015-2016 OPEN PURCHASE OR	0100-60100-0-0000-2495-430000-000-00	264.59

Paid Date(s) From: 3/1/2016 To: 3/31/2016

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
				Warrant Total:	**264.59**
	511908298	PO-160134	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	2,297.62
		PO-160134	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	79.22
		PO-160134	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-07	292.34
		PO-160134	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	2,163.05
		PO-160134	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-07	363.69
				Warrant Total:	**5,195.92**
	511909233	PV-160239	PERFECT ATTENDANCE	0100-11000-0-1110-1000-430000-000-00	72.98
				Warrant Total:	**72.98**
	511909234	PO-160134	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	1,701.84
		PO-160134	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-07	375.04
				Warrant Total:	**2,076.88**
				Vendor Total:	**10,297.92**
324-TARGET SPECIALTY PRODUCTS IN	511908299	PV-160235	MAINT SUPPLIES	0100-81500-0-0000-8100-430010-000-00	155.78
				Warrant Total:	**155.78**
				Vendor Total:	**155.78**
1227-THE MOWERS EDGE	511908300	PV-160234	MAINT SUPPLIES	0100-81500-0-0000-8100-430010-000-00	795.66
				Warrant Total:	**795.66**
				Vendor Total:	**795.66**
1283-THOMPSON, BETTY W	511908301	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**
1129-U.S. BANK NATIONAL ASSOCIATIC	511904449	PV-160222	CABLE FOR SOUND LAPTOP M	0100-11000-0-1110-1000-430000-000-00	15.14
		PV-160222	LIBRARY	0100-09000-0-1110-2420-430000-000-54	25.98
				Warrant Total:	**41.12**
				Vendor Total:	**41.12**
1377-VERIZON WIRELESS	511909235	PO-160106	2015-2016 OPEN PURCHASE OR	0100-00000-0-0000-8100-590006-000-00	8.78
				Warrant Total:	**8.78**
				Vendor Total:	**8.78**
362-WASHINGTON COLONY	511904450	PV-160223	PHOTOCOPY	0100-00000-0-0000-2700-430013-000-00	3.00
				Warrant Total:	**3.00**
	511909236	PV-160240	REWARDS	0100-11000-0-1110-1000-430000-000-00	165.50

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
				Warrant Total:	**165.50**
				Vendor Total:	**168.50**
967-WASTE MANAGEMENT/USA WAST	511904451	PO-160027	2015-2016 OPEN PURCHASE OR	0100-81500-0-0000-8100-550008-000-00	382.04
				Warrant Total:	**382.04**
				Vendor Total:	**382.04**
785-WELLS FARGO FINANCIAL LEASIN	511908302	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**
	511908303	PO-160032	2015-2016 OPEN PURCHASE OR	1200-61050-0-0001-1000-560008-000-00	138.60
				Warrant Total:	**138.60**
	511908304	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	511904452	PO-160031	2015-2016 OPEN PURCHASE OR	0100-09000-0-1110-1000-430000-100-82	233.28
		PO-160031	2015-2016 OPEN PURCHASE OR	0100-09000-0-5770-1110-430000-000-82	233.31
		PO-160030	2015-2016 OPEN PURCHASE OR	0100-09000-0-0000-7200-430014-000-86	133.25
				Warrant Total:	**599.84**
	511904453	PO-160031	2015-2016 OPEN PURCHASE OR	1200-61050-0-0001-1000-430000-000-82	233.28
				Warrant Total:	**233.28**
	511904454	PO-160031	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-430000-000-82	233.28
				Warrant Total:	**233.28**
	511908305	PO-160028	2015-2016 OPEN PURCHASE OR	0100-09000-0-1110-1000-430000-200-84	240.87
		PO-160028	2015-2016 OPEN PURCHASE OR	0100-09000-0-1110-1000-430000-200-84	139.99
		PO-160029	2015-2016 OPEN PURCHASE OR	0100-09000-0-1110-1000-430000-100-82	490.23
				Warrant Total:	**871.09**
				Vendor Total:	**1,937.49**

Paid Date(s) From: 3/1/2016 To: 3/31/2016

Total # of Warrants: **75** **Grand Total:** **90,459.29**

WCESD BOARD OF TRUSTEES

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

SUBJECT TITLE: District Calendar for the 2016 – 2017 school year

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Adopt the proposed 2016-17 District Calendar.

BACKGROUND

Board Policy requires the Governing Board to adopt a school calendar that meets the requirements of law as well as the needs of the community, students, and the work year as negotiated with the district's employee organization(s).

CONSIDERATION

School calendar issues related to the work of employees such as beginning and ending dates, summer vacations, and school holidays are negotiable. Additionally, in accordance with Board policy, the calendar must show legal and local holidays, staff development days, orientation days, minimum days, and other pertinent dates. Following for your consideration is the proposed 2016-17 District Calendar which has been developed in consultation with the Washington Colony Teachers Association.

Moved by _____ Second _____

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

WASHINGTON COLONY ELEMENTARY SCHOOL DISTRICT
DISTRICT CALENDAR
2016 – 2017

JULY

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

0

AUGUST

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

12

SEPTEMBER

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

21

OCTOBER

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

21

NOVEMBER

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

16

DECEMBER

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

12

JANUARY

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

16

FEBRUARY

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

18

MARCH

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

23

APRIL

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

14

MAY

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

22

JUNE

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

5

VACATIONS AND HOLIDAYS

Independence Day	July 4, 2016
Labor Day	September 5, 2016
Veteran's Day	November 11, 2016
Thanksgiving Break	November 21 – 25, 2016
Winter Break	December 19, 2016 – January 6, 2017
Martin Luther King's Day	January 16, 2017
Lincoln's Birthday	February 12, 2017
President's Day	February 20, 2017
Spring Break	April 10 – 17, 2017
Memorial Day	May 29, 2017

MINIMUM DAYS (Dismissal time – 1:15 PM)

Tuesday 11/15 – Friday 11/18	Conference Week
Friday, December 16, 2016	
Tuesday 3/14 – Friday 3/17	Conference Week
Friday, April 7, 2017	
Wednesday, June 7, 2017	Last day of school

	First & Last Day of 2016/2017
	Vacations & Holidays
	Teacher Pre/Post-service Days

EVERY MONDAY is "early-out" for Staff Professional Development. Dismissal times are as follows:

Kindergarten	1:30 PM
Grades 1 – 3	1:30 PM
Grades 4 – 8	2:15 PM

GRADING PERIODS

1st Trimester
Progress Report: Friday, September 23, 2016
End of Trimester: Friday, November 4, 2016
Parent/Teacher Conferences: November 15 – 18, 2016

2nd Trimester
Progress Report: Friday, January 13, 2017
End of Trimester: Friday, March 3, 2017
Parent/Teacher Conferences: March 14 – 17, 2017

3rd Trimester
Progress Report: Friday, April 7, 2017
End of Trimester (Report Card): Wednesday, June 7, 2017

Board Adopted:

WCESD BOARD OF TRUSTEES

ITEM NO. VI.A.5(a)
DATE: April 12, 2016

SUBJECT TITLE: CONTRACTS/SERVICE AGREEMENTS/ ("FRESH")

Action ___√___ Discussion _____ Information _____

RECOMMENDATION:

Approve Service Agreement regarding the terms between the Fresno County Superintendent of Schools and the Washington Colony Elementary School District entered into upon award of an After-School grant.

BACKGROUND:

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

CONSIDERATION:

The Governing Board desires to provide an after-school enrichment program that supports the regular education program and provides safe, constructive alternatives for students. In order to increase academic achievement of participating students, the content of such programs shall be aligned with the district's vision and goals for student learning, its curriculum, and district and state academic standards and shall be integrated with other learning support activities. Operation of a Fresno Recreation enrichment and Scholastic Help program ("FRESH") meets this objective.

FINANCIAL IMPACT:

$348,508 net grant award dollars contingent upon availability of funds

FUNDING SOURCE:

Grant Resources: 21st Century Community Learning Center Program and After School Education and Safety Program

Moved by _____ Second _____

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

Services Agreement
Between
Fresno County Superintendent of Schools
and
the Washington Colony Elementary **School District**

This Services Agreement (hereafter "AGREEMENT") is entered into this 1st day of July, 2016 by and between the Fresno County Superintendent of Schools (hereafter "FCSS") and the Washington Colony Elementary School District (hereinafter "DISTRICT").

The FCSS and DISTRICT agree as follows:

1. **Contract Administration.** The FCSS, on behalf of the California Department of Education ("CDE") After-School Partnerships Office, shall administer this AGREEMENT pursuant to applicable state and federal law. The FCSS is responsible for state and federal, fiscal and program reporting requirements including quarterly expenditure reports, attendance reports, consolidated program monitoring ("CPM"), fiscal audits, and annual program evaluation reports. The FCSS will provide technical assistance, training opportunities, and additional support to the DISTRICT as specified in the Request for Application ("RFA"). The FCSS will retain ten percent (10%) of the total grant award for administration of the project. The following formula is used to calculate the ten percent (10%) based on the allowable site expenditure: Grant Award divided by 1.10, multiplied by .10 = 10% (Grant Award/1.10*.10).

2. **Services.**

2.1 Each pupil attending a DISTRICT school that operates a Fresno Recreation Enrichment and Scholastic Help program ("FRESH") is eligible to participate in FRESH, subject to program capacity. The DISTRICT shall be held responsible for all services as set forth in the Summary of Services, attached hereto as **Exhibit 1**, and by such reference, incorporated in this AGREEMENT.

2.2 The FCSS and the DISTRICT acknowledge that the FCSS may enter into contracts with third party service providers, including non-profit organizations, college teacher-preparation foundations, other such appropriate organizations, and/or agencies as FCSS determines appropriate, to provide educationally appropriate services to the children enrolled in FRESH. The DISTRICT reserves its right to review these third party contracts and changes thereto, and reserves its right to review staff choices and supervision of such staff at the school sites. If DISTRICT exercises this right, DISTRICT will provide FCSS with the name(s) of DISTRICT personnel who is/are authorized to review the third party contracts and changes thereto on behalf of DISTRICT.

2.3 FRESH program services under this AGREEMENT may also be provided on DISTRICT sites by FCSS staff. If FCSS staff are utilized in the provision of FRESH program services on DISTRICT sites, FCSS and DISTRICT agree as follows:

2.3.1 Any FRESH positions filled by FCSS staff on DISTRICT sites are contingent upon the availability of grant funds and will be laid off if funding is no longer available.
2.3.2 In most cases any FCSS staff in FRESH positions on DISTRICT sites shall not work more than 19.5 hours in a five-day workweek. However, FCSS and DISTRICT may designate a maximum of two positions per site to work hours not to exceed 25 hours per five-day workweek.
2.3.3 At no time shall FCSS staff begin working at a DISTRICT site without authorization from FCSS, Human Resources Department.

2.3.4 DISTRICT shall comply with all FCSS policies and procedures relating to the terms and conditions of employment for FCSS's staff, including, but not limited to, the collective bargaining unit agreement between FCSS and the California School Employees Association Local Chapter #573 ("CSEA") for FCSS's classified employees, regarding salary payment, and all requests for the discipline, termination, and layoff of any FCSS staff in FRESH positions on DISTRICT sites; and will not take any action relating to the discipline, termination, or layoff of any FCSS staff without the express approval of FCSS.

3. **District's Participant School.** As part of the FRESH After School Partnership Program, the DISTRICT's participating school(s) eligible to receive FRESH grant is listed in **Exhibit 2**, attached hereto and by such reference, incorporated in this AGREEMENT. The DISTRICT agrees to:
   a. Provide a one-third in-kind match for each dollar received in direct services as required in the After School Education and Safety ("ASES") grant and/or a sustainability plan as required under the 21st Century Grant. The DISTRICT's matching funds may come from the DISTRICT, governmental agencies, community organizations, or the private sector.
   b. Provide site facilities for after-school programs, including utilities, custodial services, and restroom supplies. (Facilities and related services shall constitute a maximum of twenty-five percent (25%) of DISTRICT's in-kind matching funds specified in Section 3(a) above.)
   c. Provide administrative supervision at each participating school, to include, but not be limited to, site administrator's verification and approval signature of timesheets, fiscal expenditures, program implementation, and participation in the staff selection process.
   d. Provide administrative supervision of Site Coordinators who will implement the daily program, and attend the FCSS monthly planning, implementation, and program improvement meetings.
   e. Participate in a consortium consisting of all participating Districts and the FCSS in the pursuit of other grant opportunities to provide a more comprehensive program for all participants and their communities.

4. **Payments.** The DISTRICT, in coordination and communication with FCSS and each of DISTRICT's participating schools shall be responsible for ensuring that adequate funds exist to cover the Program costs, materials, and supplies. The DISTRICT must obtain pre-approval of any services or materials that shall be subject to reimbursement. The DISTRICT acknowledges that any grant award for subsequent funding years is subject to reduction by the State should DISTRICT's attendance for a participating school generate less than eighty-five percent (85%) of the total grant for the participating school. The FCSS will reserve five percent (5%) of the total grant award for indirect services and fiscal responsibility oversight. The following formula is used to calculate the five percent (5%) based on the allowable site expenditure: Grant Award divided by 1.05, multiplied by .05 = 5% (Grant Award/1.05*.05).

5. **Reimbursements.**

   a. The Site Coordinator shall submit all FRESH costs for services, materials, and supplies to the DISTRICT's finance department monthly. The DISTRICT's finance department shall be responsible for approval and direct payment of staff and vendors.

   b. The DISTRICT shall submit to the FCSS a monthly reimbursement claim for such services and materials, using the Fresno County Office of Education ("FCOE") Purchase Order process. The FCOE Purchase Order must be referenced on each reimbursement claim, and must include evidence of paid invoices and a detailed reimbursement claim report.

6. **Audit Requirements.** The DISTRICT shall provide required information to and in such format as requested by the FCSS to meet the annual auditing requirements of the grant(s).

7. **Record Keeping/Data Collection.** The DISTRICT shall submit attendance weekly to the identified attendance system. The DISTRICT shall submit all data required by the FCSS and/or the California Department of Education ("CDE") for purposes of program reporting and evaluation, and shall comply with all required State and federal confidentiality requirements, including, but not limited to, the Family Educational Rights and Privacy Act. The Act and information regarding the Act, including guidance and revisions, is available through the FCSS, and the government website http://www.ed.gov/policy/gen/guid/fpco/ferpa/index.html.

8. **Period of Performance.** This AGREEMENT shall become effective on July 1, 2016 and terminates on June 30, 2017, unless this AGREEMENT is terminated pursuant to Section 9 below.

9. **Termination.** This AGREEMENT may be terminated by either party for any reason at any time with 60 days advance written notice to the other party.

10. **Notice**. All notices and communications required or permitted under this Agreement shall be deemed duly given if in writing and delivered personally, sent by a reputable overnight courier services (with package tracking capability), or sent by certified mail, return receipt requested, first class postage prepaid, addressed to the other Party at the address stated below, if addressed to FCSS, a copy of notices required by this Agreement (not to include invoices and any supporting documentation, and e-mails or other communications regarding normal implementation of this Agreement) to the following: Attention: Legal Services Department, Fresno County Superintendent of Schools, Fresno County Office of Education, 1111 Van Ness Avenue, Fresno, CA 93721. A Party may change its/his/her designated representative and/or address for receiving notices and communications under this Agreement by notifying the other Party of the change in writing and in the manner described in this Section.

FCSS	**DISTRICT**
Fresno County Office of Education	Washington Colony Elementary School District
Helena Silva, Director	Jesus Cruz
1111 Van Ness Avenue, Towers, 7th Floor	130 E. Lincoln Avenue
Fresno, CA 93721-2000	Fresno CA 93706

11. **Hold Harmless/Indemnity.** The DISTRICT shall hold harmless the FCSS, the Fresno County Board of Education, officers, agents, volunteers, and employees, and shall indemnify and defend such officers, agents, volunteers, and employees from any and all costs, expenses (including reasonable attorney's fees and court costs), damages, claims, causes of action, losses or any other liabilities arising out of the negligent or wrongful acts, errors or omissions of the DISTRICT, its officers, consultants, agents, employees or contractors in performing or failing to perform any work, services, or functions under this AGREEMENT.

12. **Dispute Resolution.** Unless specifically provided otherwise in this Agreement, the parties, in good faith, shall meet and confer to resolve any disputes between them regarding or relating to this Agreement, including the alleged breach, interpretation, or application of this Agreement. Except for an action to obtain injunctive relieve to preserve the status quo and/or prevent irreparable injury or harm pending the completion of the meet-and-confer required by this Article, a party may not commence a civil action regarding or relating to this Agreement until after compliance with this Article.

13. **Independent Contractor.** In performance of the work, duties, and obligations assumed by the DISTRICT under this AGREEMENT, it is mutually understood and agreed that the DISTRICT,

including any and all of the DISTRICT's officers, agents, volunteers, and employees will, at all times, be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the FCSS.

Furthermore, the FCSS shall have no right to control or supervise or direct the manner or method by which DISTRICT shall perform its work and functions. However, the FCSS shall retain the right to administer this AGREEMENT so as to verify that the DISTRICT is performing its obligations in accordance with the terms and conditions hereof. The DISTRICT and the FCSS shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over the subject matter hereof.

Because of its status as an independent contractor, the DISTRICT shall have absolutely no right to employment rights and benefits available to the FCSS's employees. The DISTRICT shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, the DISTRICT shall be solely responsible and hold the FCSS harmless from all matters relating to payment of the DISTRICT's employees, including compliance with Social Security, withholding and all other regulations governing such matters. It is acknowledged that during the term of this AGREEMENT, the DISTRICT may be providing services to others unrelated to the FCSS or to this AGREEMENT.

14. **Legal Requirements.** The DISTRICT shall comply with the Education Code regarding the safety and reliability of all of their employees, including, but not limited to, initiating background checks, fingerprinting, and all other requirements related to the providing of services under this AGREEMENT. The DISTRICT shall comply with all applicable local, state, and federal laws and regulations regarding the subject matter of this AGREEMENT.

15. **Assignment.** Neither the FCSS nor the DISTRICT will assign its interest in this AGREEMENT without the written consent of the other.

16. **Complete Agreement.** This AGREEMENT, including attachments incorporated herein by reference, represents the entire AGREEMENT and understanding between the parties. Any modifications to this AGREEMENT shall be in writing and signed by authorized representatives of the parties. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant.

17. **Applicable Law, Venue, and Interpretation**. The provisions of this Agreement are to be construed in all cases as a whole, according to their fair meaning, and not strictly for or against any party. This Agreement, and the parties' rights and obligations, are to be governed by and interpreted in accordance with California laws. All claims, disputes, and lawsuits arising out of or in connection with this Agreement shall be resolved or adjudicated in accordance with California laws without giving effect to its conflict of law provisions and in the appropriate state or federal court in Fresno County, California, provided that nothing in this Agreement constitutes a waiver of immunity to suit by FCSS.

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

19. **Waiver.** Any failure by a party to comply with any covenant, term, or condition of this Agreement may be waived only in writing by the party in whose favor a covenant, term, or condition of this Agreement runs.

20. **Severability.** 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 provision was not a part of this Agreement. The remaining provisions shall be construed to preserve the parties' intent and purpose in this Agreement, and the parties shall negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits under this Agreement.

21. **Party's Authority.** The parties warrant that each individual executing or attesting to this AGREEMENT on behalf of their respective party: (i) is duly authorized to execute or attest and deliver this AGREEMENT on behalf of such entity; and (ii) that this AGREEMENT is binding upon such entity.

[SIGNATURES ON SEPARATE PAGE]

In consideration of the premises and the mutual covenants set forth in this AGREEMENT and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties, intending to be legally bound, execute this AGREEMENT by each party's duly authorized agent below.

FCSS
Fresno County Superintendent of Schools

Jim Yovino or Authorized Designee
Superintendent

DISTRICT
Washington Colony Elementary School District

Jesus Cruz
Superintendent

Exhibit 1
After School Partnership Program
Summary of Services
FY 16-17

Purpose of Program

Programs shall be established for K-12 students to: 1) improve academic achievement and help meet state/local academic achievement standards; 2) provide a safe and healthy environment after school; 3) include a variety of student enrichment activities that reinforce and compliment the regular academic program (e.g., recreation, leadership, conflict resolution, character education, social skill development, art, music); and 4) include Family Literacy with interactive literacy activities between parents and their children, training for parents regarding the education of their children, and parent literacy.

Academic Assistance Component
Program sites must help students to meet or exceed State and local standards in core academic subjects, such as reading and mathematics, as appropriate to the needs of the participating children. Each pupil attending a school operating a FRESH After School Partnership program is eligible to participate, subject to program capacity.

Educational Enrichment Component
Programs should offer an array of inclusive and supervised services that include a range of cultural, developmental, and recreational opportunities.

Snack
Each student in the program will be provided with a nutritious snack that meets the requirement of the USDA National School Lunch Program for meal supplements.

The Family Literacy Component for parents is to include interactive literacy activities between parents and their children, training for parents regarding the education of their children, and parent literacy.

Program Operation

Program Staffing
LEA employed staff members who directly supervise students must meet minimum qualifications for an instructional aide in the school district. All employees and volunteers must meet health screening and fingerprinting clearance requirements. Programs must maintain a student-to-staff ratio of no more than 20-1. Principals of each participating school must approve the selection of the after school program site staff.

Program Schedule

- Each program must operate a minimum of three (3) hours per day per day and at least until 6:00 pm on every regular school day.
- Students must participate in the full program except when released early in accordance with the local policy established or when middle school or high school students use the flexible schedule.
    - The flexible schedule option is available only to middle schools, which allow students to participate three (3) days per week for three hours a day (9 hrs per week until 6:00 p.m. each day of operation).
- K-8 Programs may be closed three days each school year for professional development.
- Each Before School program must operate at a school site for a minimum of 90 minutes per day on every regular school day. To be eligible for funds, students must attend at least one-half of the daily program hours.
- High School programs must operate a minimum of 15 hours per week, 180 days per year. Days of operation may include Saturday.

fresno county
office of education

Jim A. Yovino
Superintendent

Exhibit 2
After School Grant Awards
Fiscal Year 2016-2017

District: **Washington Colony**
Grant Resource: **ASES**

School	Funding Type	Grant Award	10% Direct	5% Indirect	Net Grant Award
Washington Colony	After Base	$225,000	$20,455	$10,714	$193,831
Washington Colony	After Sup	$22,500	$2,045	$1,071	$19,383

Awards are made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which these awards are based, then said awards will be amended accordingly.

fresno county
office of education

Jim A. Yovino
Superintendent

Exhibit 2

***After School Grant Awards**

Fiscal Year 2016-2017

District: **Washington Colony**

Grant Resource: **21st CCLC**

School	Grant Type	Grant Award	10% Direct	5% Indirect	Net Grant Award
Washington Colony Elementary	Access	$25,000	$2,273	$1,190	$21,537
Washington Colony Elementary	After Base	$112,050	$10,186	$5,336	$96,528
Washington Colony Elementary	Literacy	$20,000	$1,818	$952	$17,229

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

1111 Van Ness Avenue • Fresno, California 93721-2000
(559) 265-3000 • TDD (559) 497-3912 • Web Site: www.fcoe.org

WCESD BOARD OF TRUSTEES

ITEM NO. VI.A.5(b)
DATE: April 12, 2016

SUBJECT TITLE: CONTRACTS/SERVICE AGREEMENTS/CRISP PLUMBING

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Ratify CRISP PLUMBING CO. fee proposal for an Emergency repair to replace a Kitchen Grease Tank.

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 CRISP PLUMBING CO. fee proposal for an Emergency repair to replace a Kitchen Grease Tank.

FINANCIAL IMPACT:

Grease Tank Materials: $3,880.00 (Cafeteria Fund 12)

Grease Tank Installation Fee: ($8,255.00)

Total Amount: $12,135.00

FUNDING SOURCE:

General Fund (0100)

Moved by _____ Second _____

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

CRISP PLUMBING CO.
65 W. FANTZ
FRESNO CA. 93706
LIC. NO. 476081
(559) 498 – 3533

ATTN: JEFF FROM: DAVE

FAX #: 233-9683 JOB: Grease Interceptor

DATE : 03-18-16 TIME :

WE ARE SENDING A TOTAL OF 2 PAGES (INCLUDING COVER SHEET)

TRANSMITTAL IS BEING SENT FROM FAX NUMBER (559) 498 – 3533

CRISP PLUMBING CO.
65 W. FANTZ
FRESNO, CA. 93706
LICENSE NO. 476081

Oct. 05, 2013

Washington Colony School
130 E. Lincoln
Fresno, Ca 93706

Attn. Jeff

Re: Grease 750 Interceptor

Furnish and install the following.

1 - Jensen Precast, JP750, 750 gallon grease interceptor
2 - 24" manhole frame and cover.
2 - 24" x 3" grade rings.
4 - 24" x 6" grade rings.
4 - 24" x 12" grade rings
1 - Delivery charge for tank.

Total Cost 3,880.00

Furnish and install Labor and material for the following. (This is a prevailing wage job)

1 - Set grease interceptor in place.
1 - Rough plumbing to connect grease interceptor to existing sewer lines.
1 - Run 2" vent from interceptor to building or stand pipe.
1 - Set grade rings and grout in place grade rings.
2 - Pour concrete apron around manhole covers.
1 - Core hole thru existing concrete vault for new plumbing
2 - Install (2) clean outs for new plumbing lines with Christy box cover.
1 - Tie new 4" drain line from grease interceptor back into sewer down stream of existing connection.
1 - Trenching and compaction of plumbing trenches and hole for grease interceptor.
1 - Haul excess dirt from interceptor to a location provided by Jeff.
1 - Registration and fee for SB-854. (400.00)

Total Cost 8,255.00

Notes and Exclusions:

1. Permits. N.I.C.
2. Waste and vent piping to be PVC / DWV pipe and fittings

This quote is good for 45 days from date (03-18-16)

If you have any questions please do not hesitate to call (559) - 246-3620

Respectfully
Dave Crisp
Crisp Plumbing Co.

WCESD BOARD OF TRUSTEES

ITEM NO. VI.A.5(c)
DATE: April 12, 2016

SUBJECT TITLE: CONTRACTS/SERVICE AGREEMENTS/Cal – Fence Co.

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Approve the Fee Proposal between the Cal – Fence Co. and the Washington Colony Elementary School District ("District") for the repair of the chain link wire fence.

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 Approval of the Fee Proposal between the Cal – Fence Co. and the Washington Colony Elementary School District ("District") for the repair of the chain link wire fence onto existing frame for ball fields.

FINANCIAL IMPACT:

Installation Services: $4,590.00

FUNDING SOURCE:

General Fund (0100)

Moved by _____ Second _____

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

Proposal 20160401

Cal-Fence Co.
Fresno, Ca. Cont. Lic.#808910
A DIVISION OF FENCE-ALL, INC

3227 S. Elm Ave
Fresno, CA 93706
Sales@calfenceco.com
Www.calfenceco.c
P 559 485 0885
F 559 485 0006

Quote for:
Washington Colony
130 E. Lincoln Ave.
Fresno, CA 93706

Job Address; Same
Email Addres jeffdronyk@washingtoncolony.org

Date	3/31/2016
Estimator	Ivan Dorantes
Contact	Jeff
Phone	559 417 5442

DESCRIPTION	SUPPLIES/PARTS	AMO
- Installation of 64 linear feet of 10' high, #9 ga chain link wire fence onto existing frame.		$4,590.00
- Installation of 128 linear feet of 1 5/8 rail at bottom and at 36"		
- Extend 3 - 2 7/8 posts to compensate height.		
- Install 21 linear feet of 6' high # 9 ga chain link fence with 2 7/8 corner posts		
	Subtotal	$4,590.00
	Payment	
	Total	$4,590.00

PAYMENTS ARE AS FOLLOW;
- **50% Immediately after posts are set, and remaining 50% once job is finished.**
- **Balances not paid as agreed may be subject to additional charges for rebilling and 1.5% interest per month, collection and attorney's fees if required.**

FORMS OF PAYMENT ACCEPTED
- **Cash, Money Order,Credit/Debit Card (Visa,Mastercard), Electronic Transfer, and/or Cashier's Check.**

PLEASE READ AND UNDERSTAND BEFORE SIGNING
- **Price include labor, material, and taxes.**
- ***We are not responsible for underground utilities, if you do not notify us in advance.***

TERMS AND CONDITIONS
- **All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard industry practices. Any alteration or deviations from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. Once this proposal is signed and/or verbal authorization has been given to Cal-Fence Company to proceed, it becomes a binding contract between Cal-Fence Compan**

and the propery owner and/or its signing authorized representative. It is agreed that the customer is solely responsible for property lines, underground utilities, covenants, and permits required for the project, unless otherwise agreed in writting by both parties. Customer is responsible for clearing the fence line so to permit the construction of such without delays. If delays result do to customer's default, it is agreed that additional charges will be applied for time and cost of operation. Additional charges will only be applied after notifying customer of such charges with a detailed explanation. In no event shall Cal-Fence Company be liable to customer or third parties for any consequential or inderect damage however caused. This contract is contingent upon delays do to nature, like weather conditions and natural disasters, which are, obviously, beyond our control.

PAYMENT IS DUE IMMEDIATELY upon completion, unless otherwise agreed in advance.

- If this estimate is accepted, please sign and email back at your earliest convenience to be scheduled.
- By accepting this proposal it is agreed that the material used for this project remains the property of Cal-Fence Company until paid in full.
- If project, once completed, is not paid as stated aboved, Cal-Fence Company has authorization to access property to remove and haul away material, and invoice customer for time and expenses incurred.

ACCEPTANCE OF PROPOSAL

- The above prices, specifications and conditions are satisfactory and are hereby accepted, Cal-Fence Company is authorized to perform the work as specified.

PROPOSAL ACCEPTANCE Signature _____ Date _____

Thanks for your Patronage!

Proposal 20160328

WCESD BOARD OF TRUSTEES

ITEM NO. VI.A.6
DATE: April 12, 2016

SUBJECT TITLE: Regular Board Meetings for June and July 2016

Action ___√___ Discussion _____ Information _____

RECOMMENDATION:

Reschedule the June 14, 2016 Regular Board Meeting to June 28, 2016; cancel the July 12, 2016 Regular Board Meeting

BACKGROUND:

Board Bylaw 9320 *Meetings and Notices* specifies that the Board shall hold one (1) regular meeting each month. The Board has established the 2nd Tuesday of each month as the date for the regular meeting.

CONSIDERATION:

For both LCAP/budget adoption purposes and because we do not normally have a regular board meeting in July, I suggest that we reschedule our regular June board meeting to the 4th Tuesday (June 28) and cancel the regular July 12, 2016 board meeting.

Moved by _____ Second _____

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

WCESD BOARD OF TRUSTEES

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

SUBJECT TITLE: CURRICULUM/INSTRUCTION/ASSESSMENT

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Adopt K-8 Textbooks/Materials for English Language Arts/English Development Basic Program Kindergarten through Grade Eight (Program 2 Basic ELA/ELD) as follows:

K-5: School Education Reading Wonders (McGraw Hill)
6-8: California Collections 2017 (Houghton Mifflin Harcourt)

BACKGROUND

The Governing Board desires that district instructional materials, as a whole, present a broad spectrum of knowledge and viewpoints, reflect society's diversity, and enhance the use of multiple teaching strategies and technologies. The Board adopts instructional materials based on a determination that such materials are an effective learning resource to help students achieve grade-level competency and that the materials meet criteria specified in law.

The Board selects instructional materials for use in grades K-8 that have been approved by the State Board of Education or have otherwise been determined to be aligned with the state academic content standards adopted pursuant to Education Code 60605 or the Common Core Standards adopted pursuant to Education Code 60605.8.

The Board's priority in the selection of instructional materials is to ensure that all students are provided with standards-aligned instructional materials in the core curriculum areas of English/language arts, mathematics, science, and history-social science.

CONSIDERATION

I am recommending adoption of the above listed K-8 Textbooks/Materials for adoption by the Governing Board. I certify that they are aligned to applicable academic content standards adopted by the State Board of Education pursuant to Education Code 60605 and/or Common Core Standards adopted pursuant to Education Code 60605.8 and meet all requirements for materials as specified in AR 6161.1 *Selection and Evaluation of Instructional Materials.*

Moved by _____ Second _____

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

WCESD BOARD OF TRUSTEES

ITEM NO. VI.C.1(b)
DATE: April 12, 2016

SUBJECT TITLE: CURRICULUM/INSTRUCTION/ASSESSMENT

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Approve the Mobile App Services fee proposal agreement between Blackboard Connect Services 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

Approve the Mobile App Services fee proposal agreement. Blackboard connect services include Mobile App Services to Washington Colony parents and families in order to maintain the parents informed about upcoming school events and activities.

FINANCIAL IMPACT:

$1,500 ---One time fee implementation

$1,000 ---Annual Fee

Total $2,500.00

FUNDING SOURCE:

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

Moved by _____ Second _____

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

Blackboard®
Order Form

Quote #: 00013021

650 Massachusetts Ave NW, Washington, DC 20001
Phone: 1-800-424-9299 Fax: 866-891-8612

District/Entity ("CLIENT") Name:	**Client Accounts Payable Information**
Washington Colony Elementary 130 E LINCOLN AVE FRESNO, CA 93706-6043 **Student Enrollment:** A (0 - 2,000) **Bb Customer Account No:** 317247	Is a PO Number Required> (Y/N) _____ PO Number: _____ Contact Name: _____ Contact Telephone Number: _____

* Blackboard will provide Client with the licensed software, support and/or services ("Licenses and Services") to the extent identified in Exhibit A of this Master Agreement Order Form ("Order Form" or "Agreement") for the fees set forth in Exhibit A. The Licenses and Services are subject to the specifications and limitations set forth in Exhibit B, as well as the Incorporated Contract Documents (listed below and incorporated by reference). If any term of this Order Form conflicts with any Incorporated Contract Document, then this Order Form shall control. For purposes of clarification, all existing Blackboard Schedules, if any, are hereby appended to the Master Agreement, as referenced below, which shall replace and supersede any existing Master Terms or Master Agreements between the parties.

Term

1. Initial Term: Unless otherwise specified in the Licenses and Services set forth in Exhibit A, the Initial Term shall be 12 months following the Effective Date.
2. Unless otherwise specified in the Licenses and Services set forth in Exhibit A, this Order Form shall be renewed automatically for successive periods of one (1) year (each a "Renewal Term") after the expiration of the Initial Term and any subsequent Renewal Term, unless Client provides Blackboard, or Blackboard provides Client, with a written notice to the contrary sixty (60) days prior to the end of the Initial Term or Renewal Term, as applicable.
3. **Effective Date:04/01/2016**

Fees and Payment Terms

1. All initial and subsequent payments shall be due Net 30. Unless otherwise specified, all dollars ($) are United States currency.
2. Client shall be invoiced for amounts due in respect of the first year of the Initial Term upon execution of this Order Form.
3. Sales Tax: If applicable, a copy of your Sales Tax Direct Pay Certificate or your Sales Tax Exemption Certificate must be returned with this Order Form.

Incorporated Contract Documents

Blackboard Master Agreement located at http://agreements.blackboard.com/bbinc/blackboardmaster.aspx.
Parentlink Mobile App: http://agreements.blackboard.com/bbinc/bbc-form-parentlink-services-schedule.aspx

Client acknowledges that it has reviewed and accepts each of the above contract documents.

The following Exhibits are attached to this Agreement:
Exhibit A – Fees

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EXHIBIT A

Fees

Product Code	Product Name	QTY	Product or Service Description	Year 1 *04/01/2016-03/31/2017*
PL-APT-IMP	Implementation: ParentLink	1	One-Time Fees	$ 1,500.00
PL-APT	Mobile App: ParentLink	500 Students	Annual Fees	$ 1,000.00
			Total	$ 2,500.00

* While the Subscription Fees for each of the annual or other periods reflected in the table above are stated as fixed Subscription Fees, the fees due for each annual period following the initial period (which is either Year 1 or a partial year period) may be increased by a percentage amount no greater than the applicable increase in the U.S. Department of Labor's Consumer Price Index for all Urban Consumers, U.S. City Average ("CPI-U"). In each instance, the CPI-U will be measured over a twelve (12) month period which ends on the month which is six (6) months immediately prior to the first month of the contract year for which the increase would apply. Blackboard would notify Client of any such increase in the invoice submitted prior to the contract year at issue. For increases that may apply to renewal or other periods following the term of years reflected in the table above, please refer to the applicable provisions of the Standard Terms and Conditions.

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By signing below, each of Blackboard and Client represent that a) this Agreement has received all necessary approvals and that each party is authorized to enter into this contract and b) Client has reviewed and accepted all of the contract documents incorporated into or attached to this Agreement.

THE PARTIES have executed this Agreement through the signatures of their respective authorized representatives.

Blackboard

Tess Frazier
Name of Authorized Blackboard Officer

Vice President – Contracts
Title

Signature

Date

Washington Colony Elementary

Name of Authorized Washington Colony Elementary Representative

Title

Signature

Date

Blackboard Internal Use Only:

Service Agency:	
Account Manager:	Susan Tompkins

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