WCESD BOARD OF TRUSTEES

ITEM NO. VI.A.8
DATE: June 28, 2016

SUBJECT TITLE: WARRANTS

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Review and ratify warrants paid for the period May 1 – May 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: 5/1/2016 To: 5/31/2016

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
1526-5 STAR TUTORS LLC	511928443	PO-160267	SUPPLEMENTAL SERVICES FO	0100-30100-0-1110-1000-580000-000-00	1,065.87
		PO-160267	SUPPLEMENTAL SERVICES FO	0100-30100-0-1110-1000-580000-000-00	665.87
		PO-160267	SUPPLEMENTAL SERVICES FO	0100-30100-0-1110-1000-580000-000-00	400.00
				Warrant Total:	**2,131.74**
				Vendor Total:	**2,131.74**
387-AMERIPRIDE UNIFORM SERVICE IN	511923914	PO-160014	2015-2016 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	62.40
		PO-160014	2015-2016 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	82.64
		PO-160014	2015-2016 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	62.40
		PO-160014	2015-2016 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	75.67
		PO-160014	2015-2016 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	62.40
		PO-160014	2015-2016 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	75.67
				Warrant Total:	**421.18**
	511928444	PO-160014	2015-2016 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	62.40
		PO-160014	2015-2016 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	75.67
		PO-160296	2015-2016 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	60.65
		PO-160296	2015-2016 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	82.64
				Warrant Total:	**281.36**
				Vendor Total:	**702.54**
1265-ATKINSON ANDELSON LOYA RUU	511928445	PO-160282	2015-2016 OPEN PURCHASE OR	0100-00000-0-0000-7200-580018-000-00	6,466.88
		PO-160301	2015-2016 LEGAL FEES FOR AP	0100-00000-0-0000-7200-580018-000-00	7,782.25
				Warrant Total:	**14,249.13**
				Vendor Total:	**14,249.13**
1301-B FRESH PRODUCE INC.	511922061	PO-160111	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	304.00
		PO-160111	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-07	75.50
		PO-160111	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	486.75
		PO-160111	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-07	108.50
				Warrant Total:	**974.75**
	511923915	PO-160111	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	612.00
				Warrant Total:	**612.00**
	511928446	PO-160111	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-07	132.25
		PO-160297	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	444.60
		PO-160297	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	613.60
		PO-160111	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-07	104.25
				Warrant Total:	**1,294.70**

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
				Vendor Total:	**2,881.45**
375-CALIFORNIA'S VALUED TRUST	511922062	PV-160269	MAY BILL	0100-00010-0-0000-0000-951400-000-00	2,733.46
		PV-160268	CERTIFICATED	0100-00010-0-0000-0000-951400-000-00	33,449.75
		PV-160268	MANAGMENT	0100-00010-0-0000-0000-951400-000-00	1,520.02
		PV-160268	TRUSTEES	0100-00010-0-0000-0000-951400-000-00	5,506.42
		PV-160268	CLASSIFIED	0100-00010-0-0000-0000-951400-000-00	7,076.51
				Warrant Total:	**50,286.16**
	511922063	PV-160268	PRESCH AIDES	1200-00010-0-0000-0000-951400-000-00	7.56
		PV-160268	BISON	1200-00010-0-0000-0000-951400-000-00	1,683.51
				Warrant Total:	**1,691.07**
	511922064	PV-160268	CAFETERIA	1300-00010-0-0000-0000-951400-000-00	849.29
				Warrant Total:	**849.29**
	511928447	PV-160302	MANAGMENT	0100-00010-0-0000-0000-951400-000-00	1,520.02
		PV-160302	TRUSTEES	0100-00010-0-0000-0000-951400-000-00	5,506.42
		PV-160302	CLASSIFIED	0100-00010-0-0000-0000-951400-000-00	7,076.51
		PV-160302	CERTIFICATED	0100-00010-0-0000-0000-951400-000-00	33,449.75
				Warrant Total:	**47,552.70**
	511928448	PV-160302	PRESCHOOL	1200-00010-0-0000-0000-951400-000-00	7.56
		PV-160302	BISON	1200-00010-0-0000-0000-951400-000-00	1,683.51
				Warrant Total:	**1,691.07**
	511928449	PV-160302	CAFETERIA	1300-00010-0-0000-0000-951400-000-00	849.29
				Warrant Total:	**849.29**
				Vendor Total:	**102,919.58**
1527-CARTER REDDY & ASSOCIATES IN	511928450	PO-160268	SUPPLEMENTAL SERVICES FO	0100-30100-0-1110-1000-580000-000-00	480.87
		PO-160268	SUPPLEMENTAL SERVICES FO	0100-30100-0-1110-1000-580000-000-00	585.00
				Warrant Total:	**1,065.87**
				Vendor Total:	**1,065.87**
1216-CENTRAL VALLEY SUPPORT SERV	511923916	PO-160132	2015-2016 OPEN PURCHASE OR	0100-00000-0-0000-7200-580010-000-00	17.50
				Warrant Total:	**17.50**
	511928451	PO-160132	2015-2016 OPEN PURCHASE OR	0100-00000-0-0000-7200-580010-000-00	17.50
				Warrant Total:	**17.50**
				Vendor Total:	**35.00**
428-CHILDS AND COMPANY INC	511923917	PO-160272	SCHLAGE LOCKS ND53PD RH	1400-00000-0-0000-8100-430000-000-00	5,806.81
				Warrant Total:	**5,806.81**

Paid Date(s) From: 5/1/2016 To: 5/31/2016

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
				Vendor Total:	**5,806.81**
544-CIT TECHNOLOGY FINANCIAL INC.	511923918	PO-160017	2015-2016 OPEN PURCHASE OR	0100-00000-0-1110-1000-560008-100-82	798.71
				Warrant Total:	**798.71**
				Vendor Total:	**798.71**
1167-CLASSIC CHARTER INC	511923919	PO-160293	BALANCE DUE FOR CHARTER	0100-09000-0-1110-1000-580014-000-00	92.50
				Warrant Total:	**92.50**
				Vendor Total:	**92.50**
915-CRYSTAL CREMERY	511922065	PO-160112	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	99.42
		PO-160112	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	147.44
		PO-160112	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	220.54
				Warrant Total:	**467.40**
	511923920	PO-160112	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	180.36
		PO-160112	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	184.72
				Warrant Total:	**365.08**
	511928452	PO-160112	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	264.27
		PO-160112	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	252.84
		PO-160112	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	225.61
		PO-160112	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	152.06
		PO-160112	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	92.30
		PO-160112	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	202.74
				Warrant Total:	**1,189.82**
				Vendor Total:	**2,022.30**
1208-CULLIGAN INC.	511923921	PO-160016	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-8100-560000-000-00	98.62
				Warrant Total:	**98.62**
				Vendor Total:	**98.62**
1462-CULLINAN EDUCATION CENTER I	511928453	PO-160270	SUPPLEMENTAL SERVICES FO	0100-30100-0-1110-1000-580000-000-00	1,983.10
				Warrant Total:	**1,983.10**
				Vendor Total:	**1,983.10**
1535-DELTA CHARTER SERVICE	511922066	PO-160287	CONFIRMATION 36354 50 PAS	0100-09000-0-1110-1000-580014-000-00	3,617.00
				Warrant Total:	**3,617.00**
				Vendor Total:	**3,617.00**
755-DRONYK, JEFF	511923922	PO-160099	CELL PHONE REIMBURSEMEN	0100-00000-0-0000-8100-590006-000-00	66.00
				Warrant Total:	**66.00**

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
				Vendor Total:	**66.00**
116-EWING IRRIGATION PRODUCTS IN	511928454	PV-160279	SUPPLIES	0100-81500-0-0000-8100-430010-000-00	452.52
				Warrant Total:	**452.52**
				Vendor Total:	**452.52**
122-FOCUS PACKAGING AND SUPPLY I	511928455	PV-160280	MAINTENANCE SUPPLIES	0100-81500-0-0000-8100-430006-000-00	71.43
		PV-160281	MAINTENANCE SUPPLIES	0100-81500-0-0000-8100-430006-000-00	563.85
		PV-160282	MAINTENANCE SUPPLIES	0100-81500-0-0000-8100-430006-000-00	209.31
		PV-160283	MAINTENANCE SUPPLIES	0100-81500-0-0000-8100-430006-000-00	58.87
		PV-160284	MAINTENANCE SUPPLIES	0100-81500-0-0000-8100-430006-000-00	71.43
				Warrant Total:	**974.89**
				Vendor Total:	**974.89**
127-FRESNO COUNTY OFFICE OF EDUC.	511923923	PO-160200	2015-2016 OPEN PURCHASE OR	0100-09000-0-1110-3130-580010-000-87	388.09
				Warrant Total:	**388.09**
	511928456	PO-160187	2015-2016 OPEN PURCHASE OR	0100-09000-0-0000-2420-580010-000-92	2,200.00
				Warrant Total:	**2,200.00**
				Vendor Total:	**2,588.09**
131-FRESNO OXYGEN INC.	511923924	PO-160177	2015-2016 OPEN PURCHASE OR	0100-81500-0-0000-8100-560000-000-00	44.40
				Warrant Total:	**44.40**
				Vendor Total:	**44.40**
141-GLACIER REFRIGERATION & AIR	511928457	PV-160287	UNIT REPAIR	0100-81500-0-0000-8100-560003-000-00	331.01
		PV-160288	M11 A/C NOT COOLING	0100-81500-0-0000-8100-560003-000-00	361.93
				Warrant Total:	**692.94**
				Vendor Total:	**692.94**
1504-GONZALES, ROSE	511923925	PV-160270	PARKING	1300-53100-0-0000-3700-520000-000-00	3.00
		PV-160270	PARKING	1300-53100-0-0000-3700-520000-000-00	3.00
		PV-160270	PARKING	1300-53100-0-0000-3700-520000-000-00	3.00
		PV-160270	PARKING	1300-53100-0-0000-3700-520000-000-00	3.00
				Warrant Total:	**12.00**
	511928458	PV-160285	PARKING	1300-53100-0-0000-3700-520000-000-00	3.00
		PV-160286	PARKING	1300-53100-0-0000-3700-520000-000-00	3.00
				Warrant Total:	**6.00**
				Vendor Total:	**18.00**
1356-GOODFELLOW OCCUPATIONAL TH	511923926	PO-160210	2015-2016 OPEN PURCHASE OR	0100-33100-0-5770-1190-580000-000-79	450.00

Paid Date(s) From: 5/1/2016 To: 5/31/2016

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
	511923926	PO-160210	2015-2016 OPEN PURCHASE OR	0100-33100-0-5770-1190-580000-000-79	225.00
				Warrant Total:	**675.00**
				Vendor Total:	**675.00**
1427-GOODYEAR COMMERCIAL TIRE	511928459	PV-160289	BUS REPAIR	0100-09000-0-0000-3600-560005-000-00	428.45
				Warrant Total:	**428.45**
				Vendor Total:	**428.45**
1368-GOTTSCHALK MUSIC CENTER	511923927	PO-160061	YAC1021P YAMAHA TROMBON	0100-09000-0-1155-1000-430000-000-00	62.77
				Warrant Total:	**62.77**
				Vendor Total:	**62.77**
1445-GREEN VALLEY RECYCLING INC	511923928	PO-160116	2015-2016 OPEN PURCHASE OR	0100-81500-0-0000-8100-560000-000-00	20.00
		PO-160116	2015-2016 OPEN PURCHASE OR	0100-81500-0-0000-8100-560000-000-00	20.00
				Warrant Total:	**40.00**
	511928460	PO-160116	2015-2016 OPEN PURCHASE OR	0100-81500-0-0000-8100-560000-000-00	20.00
				Warrant Total:	**20.00**
				Vendor Total:	**60.00**
1537-HATLER, SUSAN	511928461	PV-160290	SUPPLY REIMB	0100-11000-0-1110-1000-430000-000-00	113.01
		PV-160290	SUPPLY REIMB	0100-11000-0-1110-1000-430000-000-00	77.81
				Warrant Total:	**190.82**
				Vendor Total:	**190.82**
493-HAWKINS, WALLENE	511923929	PV-160271	LITERACY CONF	0100-31500-0-1110-1000-520000-000-00	10.00
				Warrant Total:	**10.00**
				Vendor Total:	**10.00**
1497-HERNANDEZ, JESUS C	511923930	PV-160276	WORKSHOP WITH DRONYK	0100-11000-0-0000-7150-520000-000-76	1.50
		PV-160276	WORKSHOP WITH DRONYK	0100-11000-0-0000-2700-520000-000-76	3.50
				Warrant Total:	**5.00**
				Vendor Total:	**5.00**
1404-HUFFMON, LENA	511928462	PV-160300	GAS VAN	0100-09000-0-1110-1000-580014-000-00	25.00
		PV-160300	PARKING VAN	0100-09000-0-1110-1000-580014-000-00	14.25
				Warrant Total:	**39.25**
				Vendor Total:	**39.25**
613-INDEPENDENT SALES	511928463	PV-160291	CUSTODIAL SUPPLIES	0100-81500-0-0000-8100-430006-000-00	462.88
				Warrant Total:	**462.88**

Paid Date(s) From: 5/1/2016 To: 5/31/2016

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
				Vendor Total:	**462.88**
1525-LEARN WITH IPADS LLC	511928464	PO-160266	SUPPLEMENTAL SERVICES FO	0100-30100-0-1110-1000-580000-000-00	560.00
				Warrant Total:	**560.00**
				Vendor Total:	**560.00**
427-LEISLE ELECTRIC	511928465	PV-160292	BUS 3 REPAIR	0100-09000-0-0000-3600-560005-000-00	373.28
				Warrant Total:	**373.28**
				Vendor Total:	**373.28**
220-MISSION LINEN SUPPLY INC.	511922067	PO-160117	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-8100-550005-000-00	68.86
				Warrant Total:	**68.86**
	511923931	PO-160117	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-8100-550005-000-00	68.86
				Warrant Total:	**68.86**
	511928466	PO-160117	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-8100-550005-000-00	68.86
				Warrant Total:	**68.86**
				Vendor Total:	**206.58**
377-OFFICE DEPOT	511928467	PO-160304	BOARD SUPPLIES SEE ATTACH	0100-00000-0-1110-1000-430000-100-53	23.54
		PO-160304	BOARD SUPPLIES SEE ATTACH	0100-00000-0-1110-1000-430000-100-57	89.29
		PO-160304	BOARD SUPPLIES SEE ATTACH	0100-09000-0-1110-2420-430000-000-54	74.66
		PO-160304	BOARD SUPPLIES SEE ATTACH	0100-00000-0-1110-1000-430000-200-00	515.00
		PO-160304	BOARD SUPPLIES SEE ATTACH	0100-11000-0-1110-1000-430000-000-00	81.93
		PO-160304	BOARD SUPPLIES SEE ATTACH	0100-11000-0-1110-1000-430000-000-00	33.73
		PO-160304	BOARD SUPPLIES SEE ATTACH	0100-11000-0-1110-1000-430000-000-00	61.91
		PO-160304	BOARD SUPPLIES SEE ATTACH	0100-11000-0-1110-1000-430000-000-00	101.41
		PO-160304	BOARD SUPPLIES SEE ATTACH	0100-11000-0-1110-1000-430000-000-00	70.34
		PO-160304	BOARD SUPPLIES SEE ATTACH	0100-11000-0-1110-1000-430000-000-00	56.22
		PO-160304	BOARD SUPPLIES SEE ATTACH	0100-11000-0-1110-1000-430000-000-00	64.92
		PO-160304	BOARD SUPPLIES SEE ATTACH	0100-11000-0-1110-1000-430000-000-00	123.70
		PO-160304	BOARD SUPPLIES SEE ATTACH	0100-00000-0-0000-2700-430013-000-00	11.91
		PO-160304	BOARD SUPPLIES SEE ATTACH	0100-00000-0-0000-2700-430013-000-00	71.12
		PO-160304	BOARD SUPPLIES SEE ATTACH	0100-00000-0-0000-2700-430013-000-00	123.98
		PO-160304	BOARD SUPPLIES SEE ATTACH	0100-00000-0-0000-2700-430013-000-00	50.37
		PO-160304	BOARD SUPPLIES SEE ATTACH	0100-00000-0-0000-2700-430013-000-00	67.01
		PO-160304	BOARD SUPPLIES SEE ATTACH	0100-00000-0-0000-2700-430013-000-00	120.61
		PO-160304	BOARD SUPPLIES SEE ATTACH	0100-00000-0-0000-2700-430013-000-00	64.10
		PO-160304	BOARD SUPPLIES SEE ATTACH	0100-00000-0-0000-2700-430013-000-00	57.51
		PO-160304	BOARD SUPPLIES SEE ATTACH	0100-00000-0-0000-2700-430013-000-00	16.88

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Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
	511928467	PO-160304	BOARD SUPPLIES SEE ATTACH	0100-00000-0-0000-7110-430014-000-00	30.25
		PO-160304	BOARD SUPPLIES SEE ATTACH	0100-00000-0-0000-7300-430014-000-45	22.69
		PO-160304	BOARD SUPPLIES SEE ATTACH	0100-00000-0-0000-7300-430014-000-45	10.60
				Warrant Total:	**1,943.68**
	511928468	PO-160304	BOARD SUPPLIES SEE ATTACH	1300-53100-0-0000-3700-430008-000-00	147.73
				Warrant Total:	**147.73**
				Vendor Total:	**2,091.41**
1280-P & R PAPER SUPPLY COMPANY I	511922068	PO-160120	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-430008-000-00	272.11
				Warrant Total:	**272.11**
	511923932	PO-160120	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-430008-000-00	64.20
				Warrant Total:	**64.20**
	511928469	PO-160298	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-430008-000-00	341.13
		PO-160298	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-430008-000-00	251.68
				Warrant Total:	**592.81**
				Vendor Total:	**929.12**
385-PACIFIC GAS & ELECTRIC INC	511922069	PO-160100	2015-2016 OPEN PURCHASE OR	0100-81500-0-0000-8100-550001-000-00	145.61
		PO-160100	2015-2016 OPEN PURCHASE OR	0100-81500-0-0000-8100-550001-000-00	1,230.30
		PO-160100	2015-2016 OPEN PURCHASE OR	0100-81500-0-0000-8100-550001-000-00	1,672.67
		PO-160100	2015-2016 OPEN PURCHASE OR	0100-81500-0-0000-8100-550001-000-00	71.12
		PO-160100	2015-2016 OPEN PURCHASE OR	0100-81500-0-0000-8100-550001-000-00	1,691.96
				Warrant Total:	**4,811.66**
				Vendor Total:	**4,811.66**
1522-PALM MEDICAL GROUP INC	511928470	PV-160293	VIVENZI RECERT	0100-09000-0-0000-3600-580025-000-00	79.00
				Warrant Total:	**79.00**
				Vendor Total:	**79.00**
248-PITNEY BOWES	511928471	PO-160022	2015-2016 OPEN PURCHASE OR	0100-00000-0-0000-7200-590002-000-00	281.30
				Warrant Total:	**281.30**
				Vendor Total:	**281.30**
1403-PRESCENCE LEARNING INC	511928472	PO-160181	2015-2016 OPEN PURCHASE OR	0100-65000-0-5770-3150-580000-000-78	6,348.66
				Warrant Total:	**6,348.66**
				Vendor Total:	**6,348.66**
1312-ROBERT V. JENSEN INC.	511923933	PO-160103	2015-2016 OPEN PURCHASE OR	0100-09000-0-0000-3600-430009-000-00	797.95
		PO-160103	2015-2016 OPEN PURCHASE OR	0100-09000-0-0000-3600-430009-000-00	318.00

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
				Warrant Total:	**1,115.95**
	511928473	PO-160103	2015-2016 OPEN PURCHASE OR	0100-09000-0-0000-3600-430009-000-00	516.41
				Warrant Total:	**516.41**
				Vendor Total:	**1,632.36**
1519-RUSH ADVERTISING SPECIALTIES	511928474	PV-160294	KINDER BANNER	0100-00000-0-1110-1000-430000-100-00	94.17
				Warrant Total:	**94.17**
				Vendor Total:	**94.17**
279-SAN JOAQUIN PEST CONTROL INC	511923934	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**
1017-SAUNDERS AUTOMATIC SERVICE	511928475	PV-160295	BUS 1 REPAIR	0100-09000-0-0000-3600-560005-000-00	120.79
				Warrant Total:	**120.79**
				Vendor Total:	**120.79**
1362-SCHOOL FOOD CONSULTANTS GR(	511923935	PO-160121	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-580000-000-00	1,410.75
				Warrant Total:	**1,410.75**
				Vendor Total:	**1,410.75**
1263-SPARKLETTS	511923936	PO-160122	2015-2016 OPEN PURCHASE OR	0100-81500-0-0000-8100-550009-000-00	56.51
				Warrant Total:	**56.51**
				Vendor Total:	**56.51**
308-SPURR	511928476	PO-160300	2015-2016 OPEN PURCHASE OR	0100-81500-0-0000-8100-550003-000-00	658.56
				Warrant Total:	**658.56**
				Vendor Total:	**658.56**
203-SYSCO FOOD SERVICE OF CENTRA	511922070	PO-160134	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	400.28
		PO-160134	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	1,982.18
		PO-160134	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-07	278.67
		PO-160134	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	274.73
				Warrant Total:	**2,935.86**
	511923937	PO-160294	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-07	295.79
		PO-160134	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	2,444.15
				Warrant Total:	**2,739.94**
	511928477	PO-160303	SUPPLIES FOR OPEN HOUSE	0100-11000-0-1110-1000-430000-000-00	501.67
		PO-160303	SUPPLIES FOR OPEN HOUSE	0100-11000-0-1110-1000-430000-000-00	39.80

Paid Date(s) From: 5/1/2016 To: 5/31/2016

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
	511928477	PO-160303	SUPPLIES FOR OPEN HOUSE	0100-11000-0-1110-1000-430000-000-00	394.15
		PO-160303	SUPPLIES FOR OPEN HOUSE	0100-11000-0-1110-1000-430000-000-00	160.07
				Warrant Total:	**1,095.69**
	511928478	PO-160294	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-07	193.50
		PO-160294	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-07	250.08
		PO-160294	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-07	117.75
		PO-160299	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	1,899.87
		PO-160299	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	2,437.74
		PO-160299	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	13.80
		CM-160014	RETURN	1300-53100-0-0000-3700-470001-000-00	(92.95)
				Warrant Total:	**4,819.79**
				Vendor Total:	**11,591.28**
324-TARGET SPECIALTY PRODUCTS IN	511928479	PV-160296	MAINTENANCE SUPPLIES	0100-81500-0-0000-8100-430010-000-00	311.56
				Warrant Total:	**311.56**
				Vendor Total:	**311.56**
392-TERMINAL AIR BRAKE SUPPLY INC	511928480	PV-160301	BUS SUPPLIES	0100-09000-0-0000-3600-430024-000-00	29.39
				Warrant Total:	**29.39**
				Vendor Total:	**29.39**
331-THE HERMITAGE ART COMPANY I	511923938	PO-160285	8684 PROMOTION PROGRAM C	0100-00000-0-0000-2700-430013-000-00	52.62
				Warrant Total:	**52.62**
				Vendor Total:	**52.62**
1170-THE HORN SHOP	511923939	PO-160286	FLUTE REPAIRS	0100-09000-0-1155-1000-430000-000-75	6.50
		PO-160286	FLUTE REPAIRS	0100-09000-0-1155-1000-560000-000-75	222.87
				Warrant Total:	**229.37**
				Vendor Total:	**229.37**
1283-THOMPSON, BETTY W	511923940	PO-160104	2015-2016 OPEN PURCHASE OR	0100-00000-0-0000-7300-580000-000-00	756.00
				Warrant Total:	**756.00**
				Vendor Total:	**756.00**
136-TOSHIBA AMERICA BUSINESS SOLU	511923941	PO-160105	2015-2016 OPEN PURCHASE OR	0100-09000-0-1110-1000-560008-200-84	738.09
				Warrant Total:	**738.09**
				Vendor Total:	**738.09**
1129-U.S. BANK NATIONAL ASSOCIATIC	511923942	PV-160272	8TH GRADE PROMOTION	0100-00000-0-0000-2700-430013-000-00	134.64
		PV-160273	CRUZ/DACK MTG	0100-11000-0-0000-2700-520000-000-76	17.56

Paid Date(s) From: 5/1/2016 To: 5/31/2016

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
	511923942	PV-160273	CRUZ/DACK MTG	0100-11000-0-0000-7150-520000-000-76	7.53
				Warrant Total:	**159.73**
				Vendor Total:	**159.73**
1377-VERIZON WIRELESS	511928481	PO-160106	2015-2016 OPEN PURCHASE OR	0100-00000-0-0000-8100-590006-000-00	5.08
				Warrant Total:	**5.08**
				Vendor Total:	**5.08**
362-WASHINGTON COLONY	511923943	PV-160277	staff appreciation	0100-11000-0-1110-1000-430000-000-00	466.07
		PV-160278	assembly	0100-09000-0-1110-1000-580000-000-00	375.00
				Warrant Total:	**841.07**
	511928482	PV-160297	5TH GRADE TRIP TO PLANETA	0100-09000-0-1110-1000-580014-000-00	282.00
		PV-160298	1ST GRADE TRIP PLANETARIU	0100-09000-0-1110-1000-580014-000-00	275.00
				Warrant Total:	**557.00**
				Vendor Total:	**1,398.07**
967-WASTE MANAGEMENT/USA WAST	511923944	PO-160027	2015-2016 OPEN PURCHASE OR	0100-81500-0-0000-8100-550008-000-00	388.20
				Warrant Total:	**388.20**
				Vendor Total:	**388.20**
785-WELLS FARGO FINANCIAL LEASIN	511928483	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**
	511928484	PO-160032	2015-2016 OPEN PURCHASE OR	1200-61050-0-0001-1000-560008-000-00	138.60
				Warrant Total:	**138.60**
	511928485	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**
371-WESTERN LIGHTSOURCE INC	511923945	PV-160274	FLOURESCENT LAMP	0100-81500-0-0000-8100-430018-000-00	227.27
		PV-160275	MAINT SUPPLIES	0100-81500-0-0000-8100-430018-000-00	43.12
				Warrant Total:	**270.39**
				Vendor Total:	**270.39**
448-ZEP SALES & SERVICE INC	511928486	PV-160299	CUSTODIAL SUPPLIES	0100-81500-0-0000-8100-430006-000-00	266.77
				Warrant Total:	**266.77**
				Vendor Total:	**266.77**
373-ZOOM IMAGING SOLUTIONS INC	511923946	PO-160031	2015-2016 OPEN PURCHASE OR	0100-09000-0-1110-1000-430000-100-82	175.94

Paid Date(s) From: 5/1/2016 To: 5/31/2016

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
	511923946	PO-160031	2015-2016 OPEN PURCHASE OR	0100-09000-0-5770-1110-430000-000-82	175.92
		PO-160029	2015-2016 OPEN PURCHASE OR	0100-09000-0-1110-1000-430000-100-82	401.45
		PO-160028	2015-2016 OPEN PURCHASE OR	0100-09000-0-1110-1000-430000-200-84	322.82
		PO-160030	2015-2016 OPEN PURCHASE OR	0100-09000-0-0000-7200-430014-000-86	482.51
				Warrant Total:	**1,558.64**
	511923947	PO-160031	2015-2016 OPEN PURCHASE OR	1200-61050-0-0001-1000-430000-000-82	175.94
				Warrant Total:	**175.94**
	511923948	PO-160031	2015-2016 OPEN PURCHASE OR	1300-53100-0-0000-3700-430000-000-82	175.94
				Warrant Total:	**175.94**
	511928487	PO-160030	2015-2016 OPEN PURCHASE OR	0100-09000-0-0000-7200-430014-000-86	403.00
				Warrant Total:	**403.00**
				Vendor Total:	**2,313.52**

Paid Date(s) From: 5/1/2016 To: 5/31/2016

Total # of Warrants: **90** **Grand Total:** **183,959.01**

WCESD BOARD OF TRUSTEES

ITEM NO. VI.A.9.a
DATE: June 28, 2016

SUBJECT TITLE: CONTRACTS/SERVICE AGREEMENTS

Action √ Discussion _____ Information _____

RECOMMENDATION
Approve Legal Services Agreement between the Fresno County Superintendent of Schools ("FCSS") and the Washington Colony Elementary School District ("District")

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

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

FINANCIAL IMPACT:
$150.00 per hour, billable in one-tenth of an hour increments

FUNDING SOURCE:
General Fund (0100)

Moved by _____ Second _____

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

fresno county
office of education

Jim A. Yovino
Superintendent

LEGAL SERVICES

Attorneys
Christopher Lozano
Jason C. Parkin
Robert Piacente
Benjamin Rosenbaum
Maiya Yang

Support Staff
Angelica Perea-Gutierrez
Barbara Reyna

May 23, 2016

Washington Colony Elementary School District
Attn: Jesus Cruz, Superintendent/Principal
130 E. Lincoln Avenue
Fresno, California 93706

Dear Mr. Cruz:

Thank you for allowing FCOE Legal Services to work with and provide legal services to your District. We look forward to continuing as part of your team and are enclosing our proposed Legal Services Agreement for your consideration. If the District desires to retain our services, please return the Legal Services Agreement signed by an authorized personnel.

The attached Legal Services Agreement is for the period July 1, 2016 through June 30, 2018, subject to termination as stated in the agreement. Due to continuing support from Superintendent Jim Yovino, we are happy to announce that there is only a slight adjustment in our hourly fee from $125 to $150 and, except in rare circumstances, we will not be charging the District for any other costs such as mileage or copies.

Please contact me should you have any questions.

Sincerely,

Maiya Yang
General Counsel

Enclosures: Legal Services Agreement
Attorney Profiles

LEGAL SERVICES AGREEMENT

(Business & Professions Code § 6148)

"Contract Term": 7/1/2016 – 6/30/2018

This Legal Services Agreement **("Agreement")** is entered into between the following parties (separately referred to as **"Party"** and collectively as **"Parties"**):

Washington Colony ESD **("District")**
Attn: Jesus Cruz, Superintendent/Principal
130 E. Lincoln Avenue
Fresno, California 93706
Phone: 559-233-0706
Email: jesuscruz@washingtoncolony.org

Fresno County Superintendent of Schools **("FCSS")**
Attn: Maiya Yang, General Counsel
1111 Van Ness Avenue
Fresno, CA 93721
Phone: (559) 265-3003
Email: myang@fcoe.org

ARTICLE 1 SCOPE OF LEGAL SERVICES

1.1 LEGAL SERVICES

FCSS hereby agrees that the Legal Services Department within the Fresno County Office of Education **("FCOE Legal Services")** will render, during the Contract Term and when requested by District and accepted by FCOE Legal Services, legal services to District that may include, but are not limited to, administrative and governance matters, student issues, construction and non-construction bidding and contracting, real property and facilities, personnel and labor, and school business, but excluding the Excluded Areas stated below. FCOE Legal Services reserves the right to decline to provide legal services and representation to District where, in FCOE Legal Services' sole opinion, a matter requires resources that are beyond its capacity, involve any subject matter that is not within its competency, and/or will likely result in or proceed to litigation. Except for the Excluded Areas stated below, FCOE Legal Services will render legal services and representation to District only through the administrative hearing level and will not render legal services and represent District in litigation. Only attorneys within FCOE Legal Services are able to provide legal services and representation to District under this Agreement, and the attorney-client privileged relationship formed by this Agreement is only between District and FCOE Legal Services employees.

1.2 MATTERS EXCLUDED FROM LEGAL SERVICES TO DISTRICT AND REPRESENTATION OF FCOE AND FCOE-RELATED ENTITIES THEREIN

FCOE Legal Services hereby informs District that the attorneys and staff of FCOE Legal Services are employees of FCSS. FCOE Legal Services also hereby informs District that FCOE Legal Services renders from time to time legal services to and representation relating to the following areas (collectively **"Excluded Areas"**):

1.2.1 FCSS, the Fresno County Board of Education **("FCBOE")**, the Foundation@FCOE **("Foundation")**, and the Fresno County Committee on School District Organization **("FCCSDO")**, all of which are collectively referred to as **"FCOE Entities,"** in the preparation of various contracts and handling of contract-related transactions and/or matters, including contracts between school districts and FCSS departments and divisions, for goods and services.

1.2.2 FCBOE in appeals of student expulsions and inter-district transfer permit denials.

1.2.3 FCSS and FCCSDO in matters relating to the organization of school districts under the jurisdiction of FCSS.

1.2.4 FCSS and FCCSDO in matters relating to school district trustees, election methods, and trustee areas.

1.2.5 FCBOE in countywide charter school petition authorization determinations and appeals of charter petitions denied by school districts.

1.2.6 FCSS as labor negotiator with respect to collective bargaining units.

1.2.7 Fresno County Special Education Local Plan Area ("**SELPA**") and FCSS as the administrative unit, including cost-sharing arrangements with member school districts.

1.2.8 FCSS regarding districts' Local Control Accountability Plans ("**LCAPs**") and Local Control Funding Formulas ("**LCFFs**"), including the review and approval of same by the FCSS.

1.2.9 FCSS regarding *Williams Settlement* complaints.

1.2.10 FCSS regarding school district audits conducted by or on behalf of FCSS.

1.2.11 FCSS regarding school district fiscal matters, for which FCSS provides support services, and/or has oversight responsibilities.

1.2.12 FCSS regarding CalPERS and CalSTRS retirement funds and issues.

As to these Excluded Areas, FCOE Legal Services will not render legal services or represent District except with the written consent of District in a matter where no actual conflict exists between one or more FCOE Entities and District. District hereby agrees and provides its informed consent that FCOE Legal Services may render legal services to and representation of the FCOE Entities in the Excluded Areas where District is a party and/or has or may have any interest therein, and District agrees not to assert or seek to disqualify FCOE Legal Services from representing the FCOE Entities in the Excluded Areas.

1.3 FCSS NON-ACCESS TO LEGAL SERVICES RECORDS

Except as required by applicable laws or a valid court order, FCSS agrees that he shall have no right to inspect or have access to any information or records relating to legal services that FCSS Legal Services provides to District under this Agreement and that all privileges, protections, and laws that apply to the attorney-client relationship shall apply as between FCOE Legal Services and District, and the attorney work-product doctrine shall apply with respect to any attorney work-product prepared by FCOE Legal Services in connection with legal work performed on behalf of District.

ARTICLE 2 HOURLY RATE AND PAYMENT

District will be billed for the actual time that legal services are rendered by FCOE Legal Services' attorneys and for reasonable travel time at $150.00 per hour, to be billed in one-tenth of an hour increments, plus exceptional costs, such as private investigator fees, process service fees, forensic data retrieval fees, and lodging and meal costs incurred for overnight stays necessary for FCOE Legal Services to render legal services to District. FCOE Legal Services shall notify District of the need and anticipated cost of such exceptional costs and District shall agree to such costs before FCOE Legal Services incurs such costs on behalf of District, unless legal services are rendered or costs are incurred in an emergency to avoid prejudice to District. Time charged will include the time FCOE Legal Services' attorneys spend on telephone calls relating to the District's legal matters, including calls with District's staff. District agrees to pay FCOE Legal Services for legal services provided during the previous quarter (3-month period) within 30 days of the date on which District receives FCOE Legal Services' invoice.

ARTICLE 3 TERM AND TERMINATION OF AGREEMENT

This Agreement is effective for the Contract Term stated on page 1, must be affirmatively renewed for any additional terms, each of which shall be no more than two years in duration, unless the Parties enter into an additional agreement for legal services or a Party provides written notice to the other Party to terminate this Agreement, such notice to be provided at least 10 days before the effective termination date. During the Contract Term, District may terminate this Agreement by giving FCOE Legal Services written notice at least 10 days before the date on which termination of this Agreement is effective. Upon termination of this Agreement, District shall pay FCOE Legal Services for legal services, including costs and expenses that FCOE Legal Services rendered or incurred before the effective date of termination. Unless specifically agreed by FCOE Legal Services and District, FCOE Legal Services will provide no further services and will advance no further costs on District's behalf after receipt of District's notice of termination, unless FCOE Legal Services is required by ethical or legal reasons to continue representing District. FCOE Legal Services may withdraw at any time from representing District as permitted under the Rules of Professional Conduct of the State Bar of California **("Rules")**. The circumstances under which the Rules permit such withdrawal include, but are not limited to, the following: (a) District consents to withdrawal; (b) District's conduct renders it unreasonably difficult for FCOE Legal Services to carry out the employment effectively; or (c) District fails to pay attorneys' fees or costs as required by this Agreement.

ARTICLE 4 INDEPENDENT CONTRACTOR; NON-EXCLUSIVE-RELATIONSHIP, SEVERABILITY

FCOE Legal Services is an independent contractor under this Agreement and is not an employee, partner or agent of District, and therefore, FCOE Legal Services shall not be subject to District's conflict of interest code. This Agreement does not create an exclusive relationship between the Parties for legal services, and District retains the right to engage other legal counsel of its choosing at any time and FCOE Legal Services retains the right to provide legal services to other clients. 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.

ARTICLE 5 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 dispute relating to this Agreement that arises or occurs after the termination of this Agreement. 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. Disputes regarding legal fees arising under this Agreement shall be submitted initially to mediation pursuant to California Business & Professions Code §6200 et seq., and if the dispute is not resolved thereby, then to non-binding arbitration, pursuant to California Business & Professions Code §6200 et seq. Disputes submitted to such non-*binding* arbitration will follow such rules regarding motions, discovery, admissibility of evidence and appeals as have been promulgated by the board of trustees of the State Bar of California for such purposes.

ARTICLE 6 DISTRICT CLIENT FILES

If District does not request return of District's file upon the conclusion of District's matter, FCOE Legal Services shall retain the file for five years, after which FCOE Legal Services may have District's file destroyed. If District desires to have its file maintained beyond the five years, District must make separate arrangements with FCOE Legal Services.

ARTICLE 7 WARRANTIES AND REPRESENTATIONS

7.1 This Agreement contains the entire and exclusive agreement of the Parties under Code of Civil Procedure section 1856. No other agreement, statement or promise made on or before the effective date of this Agreement will be binding on the Parties. 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.

7.2 District agrees that it has had a reasonable opportunity to consult with an independent lawyer regarding this Agreement, whether or not it has actually chosen to do so. If there is uncertainty regarding 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.

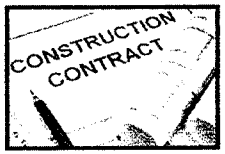
7.3 District acknowledges it has duties of veracity, candor, cooperation and timely payment of its legal bills to FCOE Legal Services. District acknowledges it has received no guarantees of result or estimates of costs from FCOE Legal Services as inducements to enter into this Agreement.

7.4 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, 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 email. A Party may change its contact person and/or contact information stated on page 1 by notifying the other Party of the particular change and the effective date thereof in accordance with this Section 7.4. The provisions of this Section 7.4 shall survive the termination of 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.

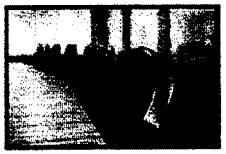
DISTRICT	FCSS
By: _____	By: _____
Print Name: Jesus Cruz	Jim A. Yovino, Superintendent
Title: Superintendent/Principal	or Authorized Designee

//



BUSINESS AND FACILITIES

Advise and train regarding public works projects, real estate and facilities, procurement of goods and services, and bidding and contract awards.



GOVERNANCE

Advise and train regarding the Brown Act, the Public Records Act, conflict of interest issues, and board policies, and other governance documents.



LABOR AND EMPLOYMENT

Advise and train regarding employee discipline and dismissal, leave rights, staff reductions, unlawful discrimination, harassment, retaliation, collective bargaining, grievances, unfair practice charges, and all related matters affecting public school employment.



STUDENT

Advise and train regarding student matters, including maintenance and confidentiality of student records and information, student search and seizure issues, student residency issues, student safety issues, student First Amendment issues, and student discipline.

LEGAL SERVICES

Fresno County Office of Education

1111 Van Ness Avenue, Fresno, CA 93721
Phone: (559) 265-3003
Fax: (559) 265-3054
http://legalservices.fcoe.org/
legalservices@fcoe.org

FCOE Legal Services

FCOE Legal Services provides quality and cost-effective legal services to the Fresno County Office of Education (FCOE) and school districts in Fresno County. The legal team consists of five seasoned attorneys and two dedicated support staff. Together, we provide legal services in a diversity of areas.

FCOE Legal Services proactively addresses and handles legal matters so that FCOE and our school districts may focus their attention and resources on the important task of educating our students. We pride ourselves in providing legal services that meet the needs of our clients and support the K-12 public educational system in Fresno County.



Maiya Yang

Is the General Counsel. She joined FCOE Legal Services in 2010.
Maiya has over 18 years of experience representing and advising school districts and other public and private agencies. Her practice and expertise include general education laws; transactions and litigations involving public works projects, real estate and facilities, procurement of goods and services, and bidding and contract awards; charter schools; and school district reorganization. Maiya has presented at state, regional, and local conferences on a variety of topics. She received her J.D. and a M.A. from the University of California, Berkeley, and holds a B.A. from the University of California, Davis. She joined the State Bar in 1998.



Christopher Lozano

joined FCOE Legal Services in 2013. Chris represents and advises school districts on a variety of matters, including certificated dismissals, third party lawsuits, California Public Records Act, contract negotiation and preparation, and board policies. Chris has provided training on Section 504 of the Rehabilitation Act of 1973. Prior to joining FCOE Legal Services, Chris was in private practice for over 15 years with the law firm of McCormick Barstow as a member of its Insurance Coverage and Bad Faith Practice Group and served from 1994 to 1998 as a lieutenant in the U.S. Navy's Judge Advocate General's Corps. Chris received his J.D. from California Western School of Law and holds a B.A. from The Johns Hopkins University. He joined the State Bar in 1995.



Jason Parkin

joined FCOE Legal Services in 2009. Jason advises and assists school districts in all aspects of school labor and employment matters, including classified and certificated disciplinary actions, leave issues, claims of harassment, discrimination, and retaliation, workplace investigations, classified and certificated layoffs, PERB cases, and collective bargaining. Jason has conducted many workshops for school districts on education law topics, including school personnel and student issues. Prior to joining FCOE Legal Services, Jason's practice focused on employment litigation, and labor and employment law. Jason received his J.D. from the University of the Pacific, McGeorge School of Law in 2000 and holds a B.A. degree from Brigham Young University. He joined the State Bar in 2000.



Robert Piacente

joined FCOE Legal Services in 2006. He has over 27 years of education law experience. His practice and expertise includes general education law with a focus on personnel issues. Rob has worked extensively with school districts regarding all employment matters, including PERB cases, grievance proceedings, harassment investigations, discrimination claims, classified and certificated disciplinary actions, and staff reductions. He has thorough, in-depth knowledge regarding California Education Code and all other legal requirements affecting public school employment. Rob received his J.D. from San Joaquin College of Law in 1992 and holds a B.A. degree from California State University, Fresno. He joined the State Bar in 1992.



Benjamin Rosenbaum

joined FCOE Legal Services in 2016. He has represented and advised school districts and county offices regarding education law matters since 2012. His practice and expertise include student issues, business and facilities matters, labor and employment, general governance, and school district reorganization.
Benjamin has a particular focus on both technology and civil rights issues related to education, including 1:1 computing initiatives, and discipline for cyber misconduct. He received his J.D. from the University of California, Davis, in 2008 and holds a B.A. from Fresno Pacific University. He joined the State Bar in 2009.

WCESD BOARD OF TRUSTEES

ITEM NO. VI.A.9.b
DATE: JUNE 28, 2016

SUBJECT TITLE: CONTRACTS/SERVICE AGREEMENTS

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

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

BACKGROUND

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

CONSIDERATION

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

FINANCIAL IMPACT:

Standard Hourly Rate Services: $165.00 - $275 per hour, billable in .25 of an hour increments (see Terms and Conditions).

FUNDING SOURCE:

General Fund (0100)

Moved by _____ Second _____

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

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

5260 NORTH PALM AVENUE, SUITE 300
FRESNO, CALIFORNIA 93704-2215
(559) 225-6700

FAX (559) 225-3416
WWW.AALRR.COM

CERRITOS
(562) 653-3200

IRVINE
(949) 453-4260

PASADENA
(626) 583-8600

PLEASANTON
(925) 227-9200

RIVERSIDE
(951) 683-1122

SACRAMENTO
(916) 923-1200

SAN DIEGO
(858) 485-9526

OUR FILE NUMBER:

005959.00001
14095428.1

JUN 03 2016

May 31, 2016

Jesus Cruz, Superintendent
Washington Colony Elementary School District
130 East Lincoln Avenue
Fresno, California 93706

Re: 2016-2017 Agreement for Special Services

Dear Jesus:

Enclosed please find an Agreement for Special Services between the District and AALRR for the 2016-2017 fiscal year.

We are proud of our track record in providing the District with quality legal services at competitive rates. We have included an effective date of July 1, 2016, and would appreciate the Agreement being presented to the Governing Board at a meeting in June.

Once approved, please sign the agreement and I will return a fully executed copy for your file. In the meantime, if you have any questions please don't hesitate to contact me.

Very truly yours,

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Mary Beth de Goede

MBD:sah

Enclosure

AGREEMENT FOR SPECIAL SERVICES

I. PARTIES

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

II. PURPOSE

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

III. TERMS AND CONDITIONS

A. Fees for Services

1. Standard Hourly Rate Services

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

Senior Partners	$275.00
Partners/Senior Counsel	$250.00
Senior Associates	$240.00
Associates	$230.00
Non-Legal Consultants	$200.00
Senior Paralegals/Law Clerks	$175.00
Paralegals/Legal Assistants	$165.00

2. Fixed Fee Services

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

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

3. Fee Arrangements for Specialized Legal Services

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

4. Costs and Expenses

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

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

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

B. Billing Practices

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

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

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

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

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

C. Termination of Representation on a Particular Matter

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

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

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

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

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

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

D. Consent to Joint Representation

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

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

E. Client Cooperation.

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

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

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

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

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

G. Consent to Law Firm Communication

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

H. Miscellaneous

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

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

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

IV. BINDING ARBITRATION

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

V. DURATION

This Agreement shall commence July 1, 2016 and terminate on June 30, 2017 and shall thereafter continue from month to month at the then current rate schedules until modified in writing by agreement between the Law Firm and the District up to a maximum of five (5) years duration per Education Code section 17596.

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

"Law Firm"

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Dated: _____ By: _____
Mary Beth de Goede

"District"

WASHINGTON COLONY ELEMENTARY SCHOOL DISTRICT

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

WCESD BOARD OF TRUSTEES

ITEM NO. VI.A.9.c
DATE: JUNE 28, 2016

SUBJECT TITLE: CONTRACTS/SERVICE AGREEMENTS

Action ___√___ Discussion _____ Information _____

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

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

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

FINANCIAL IMPACT:
$395.00

FUNDING SOURCE:
General Fund (0100) – Schoolwide Program

Moved by _____ Second _____

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

DOCUMENT TRACKING SERVICES

LICENSING AGREEMENT

This Agreement effective **July 1, 2016**, is made and entered into by **Washington Colony Elementary School District** as Licensee and Document Tracking Services (DTS) as Licensor each a "Party" and collectively the "Parties".

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

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

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

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

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

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

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

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

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

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

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

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

DOCUMENT TRACKING SERVICES

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

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

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

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

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

N. Definitions.

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

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

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

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

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

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

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

Document Tracking Services, LLC

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

Date: May 15, 2016

Licensee

By: _____

Date: _____

Washington Colony Elementary School District

DOCUMENT TRACKING SERVICES

Exhibit A

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

1. 2016 Single Plan for Student Achievement
2. 2016 Local Education Agency Plan
3. 2016 School Safety Plan
4. Others to be identified as needed.

May 15, 2016

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

Re: Document Tracking Services

INVOICE #9370604

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

Document Tracking Services

Document Tracking Services [7/1/16 to 7/1/17]: **Single School District** **License Agreement includes up to 5 documents**	$395
Total Balance Due:	**$395**

Please Make Checks Payable To: Document Tracking Services

Send to:

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

Thank you!

_____ _____

Approved Per Payment (Signature) Name/Role (Printed)

WCESD BOARD OF TRUSTEES

ITEM NO. VI.A.9.d
DATE: June 28, 2016

SUBJECT TITLE: CONTRACTS/SERVICE AGREEMENTS

Action ___√___ Discussion _____ Information _____

RECOMMENDATION:

Approve agreement between the Presence Learning and Washington Colony Elementary School for Speech and Language and related services for a group of students for 2016-2017 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:

In our continued effort to provide the most effective service to our students, Washington Colony Elementary School is receiving speech and language services from a program that has proven to be highly effective in meeting student's speech and language needs in many districts. The program is not only engaging for students due to the online nature of the service delivery, but it is also very comprehensive in the data and information provided to school staff and parents.

Presence Learning will oversee all aspects of the service delivery including a qualified and credential Speech and Language Therapist, necessary computer equipment, conducting assessments/IEP's/parent meetings, and any communication necessary to ensure students receive adequate service.

FINANCIAL IMPACT:

Flat Rate per Student= $1,162 per a number of 44 students

Assessment Rate = $ 375 per assessment provided (if needed).

FUNDING SOURCE:

General Fund (0100)

Moved by _____ Second _____

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

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NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2016-2017

DocuSign Envelope ID: 34569F24-3DB7-4BE4-B325-E5F830D886A3

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA WASHINGTON COLONY ELEMENTARY SCHOOL DISTRICT

Contract Year 2016-2017

_____ Nonpublic School

_____ Nonpublic Agency

Type of Contract:

X Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

_____ Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

_____ Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA. Expiration Date:_____

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.

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2016-2017
CONTRACT NUMBER:

LOCAL EDUCATION AGENCY: Washington Colony Elementary School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into on July 1, 2016, between Washington Colony Elementary School District, hereinafter referred to as the local educational agency ("LEA"), a member of the Fresno County Office of Education SELPA and PresenceLearning (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA") and a Nonpublic Services student Enrollment form as specified in the LEA Procedures. Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for ISA developing including invoicing.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the student's parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider's license, certification and/or credential. A current copy of CONTRACTOR's nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this contract is executed by

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CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification. Total student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to, the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2016 to June 30, 2017 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2017. In the event the contract is not renegotiated by June 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be

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provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each Individual Services Agreement and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

6. INDIVIDUAL SERVICES AGREEMENT

This contract shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the nonpublic school or agency.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

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Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.

b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for the contract, unless otherwise specified in the contract.

c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(j).

d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

   Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (y)).

e The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).

f. "Parent" means a biological or adoptive parent, unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in

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accordance with Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

g. The term "days" means calendar days unless otherwise specified.

h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.

i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.

j. It is understood that the term "Master Contract" also means "Agreement" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof. Positive attendance is required.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education

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Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the student's record. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, and reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION

This Master Contract or Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

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PART I

A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

$2,000,000 per occurrence
$ 500,000 fire damage
$ 5,000 medical expenses
$1,000,000 personal & adv. Injury
$3,000,000 general aggregate
$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

B. **Business Auto Liability Insurance** for all owned scheduled, non-owned or hired automobiles with a $1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

C. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering CONTRACTOR's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits
Part B - $1,000,000/$1,000,000/$1,000,000 Employers Liability

D. Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

$1,000,000 per occurrence
$2,000,000 general aggregate

E. CONTRACTOR, upon execution of this contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

F. Any deductibles or self-insured retentions above $100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

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G. For any claims related to the services, the CONTRACTOR's insurance coverage shall be primary insurance as respects to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

H. All Certificates of Insurance may reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")

When CONTRACTOR is a nonpublic school affiliated with a **residential treatment center (NPS/RTC)**, the following insurance policies are required:

A. **Commercial General Liability** coverage of **$3,000,000** per **Occurrence** and **$6,000,000 in General Aggregate.** The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above $100,000 without the prior written approval of the LEA.

B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of **$1,000,000/$1,000,000/$1,000,000**.

C. **Commercial Auto Liability** coverage with limits of **$1,000,000** Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is $5,000,000 Combined Single Limit per Occurrence.

D. **Fidelity Bond** or **Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be **$250,000** per occurrence, with no self-insured retention.

E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of **$3,000,000** per occurrence and **$6,000,000** general aggregate.

F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of **$3,000,000** per occurrence and **$6,000,000** general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of

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CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities).
To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the state of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers LEA's indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is held to be a partner, joint venturer, co-principle, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance may reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 Clearance Requirements and Section 46 Staff Qualifications of this Master Contract.

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19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e. before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a Nonpublic Agency, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who was an employee of LEA within the three hundred and sixty five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate on the basis of gender, nationality, race or ethnicity, religion, age, sexual orientation, gender identity, gender expression, or disability or any other classification protected by federal or state law, in employment or operation of its programs.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by CONTRACTOR. CONTRACTOR shall provide to each student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the

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provision of the services outlined in the student's IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for students, as specified in the student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA and CONTRACTOR agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*, and shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and predictors and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements, including, but not limited to, Section Education Codes 60851.5 and Section 60851.6 related to the suspension of the California High School Exit Exam (CAHSEE).

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written treatment

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plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. Licensed Children's Institution (LCI) CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained Behavior Intervention Manager or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and pass time shall be at the same level that Ed. Code. prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.

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CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three (3) and five (5) years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 *et seq.*

25. CALENDARS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide all data related to any and all sections of this contract and requested by and in the format required by the LEA. It is understood that all nonpublic school and agencies shall utilize the Special Education Information System (SEIS) or comparable system

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approved by the LEA and SELPA for all IEP development and progress reporting. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S provided forms at their discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommended activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a nonpublic school, per implementation of Senate Bill 484, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress ("CAASP"), Desired Results Developmental Profile ("DRDP"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, and the California English Language Development Test ("CELDT"), as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS

CONTRACTOR shall comply with the requirements of Education Code section 56521.1 and 56521.2. LEA students who exhibit serious behavioral challenges must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and it's implementing regulations. If the Individualized Education Program ("IEP") team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral

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interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within six (6) days of any new hire. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. Training includes certification with an approved SELPA crisis intervention program.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and instead may only be used to control behavior that is unpredictable and spontaneous. For an emergency intervention to be used, the behavior must pose a clear and present danger of serious physical harm to the individual with exceptional needs, or others. Before emergency interventions may be applied, the behavior must be of the kind that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. Emergency intervention shall not be employed longer than necessary to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies ***require*** a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student does not BIP or Positive Behavior Intervention Plan ("PBIP"), an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following: (1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual. (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities. (4) An intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma. (5) Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention. (6) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room. (7) An intervention that precludes adequate supervision of the individual. (8) An intervention that deprives the individual of one or more of his or her senses. (b) In the case of a child whose behavior impedes the child's learning or that of others, the individualized education program team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. *(Added by Stats. 2013, Ch. 48, Sec. 43. Effective July 1, 2013.)*

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31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10^{th}) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

If LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The SELPA shall provide training for any NPS and NPA to assure access to THE APPROVED SYSTEM. The NPS and/or NPA shall maintain confidentiality of all IEP data on THE APPROVED SYSTEM and shall protect the password requirements of the system. When a student dis-enrolls from the NPS, the NPS/NPA shall discontinue use of THE APPROVED SYSTEM for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement

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unless parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with LEA surrogate parent assignments. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s).

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other assessment of the student one month prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of

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its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For Nonpublic Agency services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

38. STUDENT CHANGE OF RESIDENCE

Within five (5) school days after CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA of the student's change of residence as specified in LEA Procedures. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and student's discharge against professional advice from a Nonpublic Schools/Residential Treatment Center ("NPS/RTC"). CONTRACTOR shall assist LEA to verify and clear potential dropouts three (3) times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress ("AYP").

40. PARENT ACCESS

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CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA.

CONTRACTOR providing services in the student's home as specified in the IEP shall assure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situation. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written, shall also be provided to the LEA.

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on LEA public school campuses, CONTRACTOR shall comply with Penal Code Section 627.1 *et. seq.*, and LEA procedures regarding visitors to school campuses specified by LEA policy and in the LEA procedures, and the procedures of the campus being visited. CONTRACTOR shall be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on LEA public school campuses.

For services provided on a public school campus, sign in/out procedures shall be followed along with all procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the educational program and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.

It is understood, that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the contract.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

42. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in

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Education Code 56366 (a) (2) (C), 56366.9, Health and Safety Code section 1501.1(b), AB 1858, AB490 (Chapter 862, Statutes of 2003) and the procedures set forth in the LEA Procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code section 56000, et seq.; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., title 5, section 3001 et seq., Cal. Code Regs., title 2, section 60100 et seq. regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

43. STATE MEAL MANDATE

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

44. MONITORING

CONTRACTOR shall allow LEA representatives access to its facilities for periodic monitoring of each student's instructional program and shall be invited to participate in the formal review of each student's progress. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI and/or NPS/RTC, LEA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

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CONTRACTOR shall participate in any LEA and CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the nonpublic school, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Clearance certification shall be submitted to the LEA.

The passage of AB 389 amends Education Code sections 44237 and 56366.1 as to the verification that the CONTRACTOR has received a successful criminal background check clearance and has enrolled in subsequent arrest notification service, as specified, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. Further this bill deletes the exemption for applicants possessing a valid California state teaching credential or who are currently licensed by another state agency that requires a criminal record summary, from submitting two (2) sets of fingerprints for the purpose of obtaining a criminal record summary from the Department of Justice and the Federal Bureau of Investigation. Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each

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profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall notify LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to students as specified in the LEA Procedures. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

48. STAFF ABSENCE

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When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this Master Contract.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.*, 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

51. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required

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complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

52. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

53. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

54. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11165.7, AB 1432, and Education Code 44691. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

55. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

56. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

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FINANCIAL

57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the school or agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA in the LEA Procedures. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year

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unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

58. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's

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notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2).

59. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students.

60. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10^{th}) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty

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(30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5^{th}) consecutive service day of the student's absence, as specified in the LEA Procedures. LEA shall not be responsible for the payment of services when a student is absent.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers, dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE

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The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the percentage of a 314-minute instructional day.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

(a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

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The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2016 and terminates at 5:00 P.M. on June 30, 2017, unless sooner terminated as provided herein.

CONTRACTOR	LEA
_PresenceLearning, Inc Nonpublic School/Agency	WASHINGTON COLONY ESD
By: DocuSigned by: Clay Whitehead 193D8B266DB2484... 2016-06-21 Signature Date	By: _____ Signature Date
Clay Whitehead Name and Title of Authorized Representative	Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:	Notices to LEA shall be addressed to:
	JESUS CRUZ-SUPERINTENDENT
Name and Title Clay Whitehead, Co-CEO	Name and Title WASHINGTON COLONY ESD
Nonpublic School/Agency/Related Service Provider PresenceLearning, Inc	LEA 130 E. Lincoln Avenue
Address 180 Montgomery Street Suite 2000	Address Fresno CA 93706
City State Zip San Francisco CA 94107	City State Zip (559) 233-0706 (559) 233-9583
Phone Fax 415-512-9000 415-230-5799	Phone Fax jesuscruz@washingtoncolony.org
Email clay@presencelearning.com	Email

Additional LEA Notification
(Required if completed)

Name and Title
Address
City State Zip
Phone Fax
Email

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EXHIBIT A: 2016-2017 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: PresenceLearning, Inc
The CONTRACTOR CDS NUMBER: _____

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: _____

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract, as negotiated by the SDCOE on behalf of the LEAs, shall be as follows:

a. General Program Tuition Rate

1) Inclusive Education Program
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE: ___

2) Related Services

SERVICE	RATE	PERIOD
Intensive Individual Services (340)		
Language and Speech (415)	$1,162.00	Year
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care (435)		
Health and Nursing: Other Services (436)		
Assistive Technology Services (445)		
Occupational Therapy (450)		
Physical Therapy (460)		
Individual Counseling (510)		
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
Behavior Intervention Services (535)		
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		
Interpreter Services (715)		

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Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Travel Training (870)		
Other Transition Services (890)		
Other (900) - Assesments	$375.00	Each
Other (900)		

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INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on _____or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 201_, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

Pupil Name _____ Sex: ☐ M ☐ F Grade: _____
(Last) (First) (M.I.)

Address _____ City _____ State/Zip _____

DOB _____ Residential Setting: ☐ Home ☐ Foster ☐ LCI # _____ ☐ OTHER _____

Parent/Guardian _____ Phone ( ) _____ ( ) _____
(Residence) (Business)

Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School*: The average number of minutes in the instructional day will be: _____ during the regular school year
_____ during the extended school year

2. *Nonpublic School*: The number of school days in the calendar of the school year are: _____ during the regular school year
_____ during the extended school year

3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

A. *INCLUSIVE EDUCATION PROGRAM: (Applies to nonpublic schools only):* Daily Rate: _____

Estimated Number of Days _____ **x Daily Rate** _____ **= PROJECTED BASIC EDUCATION COSTS (A)** _____

B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							

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SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Professional Development							

ESTIMATED MAXIMUM RELATED SERVICES COST (C)$ _____

D. SPECIALIZED EQUIPMENT/SUPPLIES _____ $ _____

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TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/RELATED SERVICES COSTS/SPECIALIZED EQUIPMENT/SUPPLIES (A, C, & D) or (B, C, & D) $

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

6.Progress Reporting Requirements: _____ Quarterly ___ Monthly ___ Other (Specify) _____

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-	-DISTRICT-
PresenceLearning, Inc	Washington Colony Elementary School District
(Name of Nonpublic School/Agency)	(Name of School District)
DocuSigned by: Clay Whitehead 2016-06-21	
(Signature) (Date)	(Signature) (Date)
Clay Whitehead Co-CEO	
(Name and Title)	(Name of Superintendent or Authorized Designee)

WCESD BOARD OF TRUSTEES

ITEM NO. VI.A.9.e
DATE: June 28, 2016

SUBJECT TITLE: CONTRACTS/SERVICE AGREEMENTS

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Approve the Parent Training FCOE Parent Services Center (PSC) Agreement between the Fresno County Superintendent of Schools ("FCSS") and the Washington Colony Elementary School District ("District") for the 2016-17 school year.

BACKGROUND

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

CONSIDERATION

The Governing Board recognizes that parents/guardians are their children's first and most influential teachers and that sustained parent involvement in the education of their children contributes greatly to student achievement and a positive school environment. The Superintendent or designee shall work with staff and parents/guardians to develop meaningful opportunities at all grade levels for parents/guardians to be involved in district and school activities; advisory, decision-making, and advocacy roles; and activities to support learning at home. The FCOE Parent Services Center (PSC) will provide WCESD parents with workshop opportunities this 2016-17 school year.

FINANCIAL IMPACT:

Contract Amount ($17,229)

FUNDING SOURCE:

After School Program, Family Literacy Grant or Alternative Funding

Moved by _____ Second _____

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

PARENT TRAINING AGREEMENT

("Agreement")

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

COVER

DISTRICT	FCSS
Washington Colony Elementary (**"District"**) Attn: Jesus Cruz, Superintendent 130 E. Lincoln Avenue Fresno, CA 93706 Phone: (559) 233-0706 Email: jesuscruz@washingtoncolony.org	Fresno County Superintendent of Schools **("FCSS")** Attn: Tou Herr, Program Manager II Dept.: Parent Services Center Fresno County Office of Education 855 North Abby Street Fresno, CA 93701 Phone: (559) 265-3011 Email: therr@fcoe.org
CONTRACT TERM (see § 3.1)	**TERMINATION DURING CONTRACT TERM (see § 3.2)**
"Effective Date": July 01, 2016	Ground for termination: With or without cause
"Termination Date": June 30, 2017	**"Notice Period"**: At least 60 days before the effective date of termination of this Agreement

SERVICES REQUIRED OF FCSS

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

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

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

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

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

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

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

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

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

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

DISTRICT

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

FCSS

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

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions contain the following Articles:

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

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

ARTICLE 1 SCOPE OF SERVICES AND OBLIGATIONS.

SECTION 1.1 PURPOSE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2 PAYMENT.

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

ARTICLE 3 TERM AND TERMINATION OF AGREEMENT.

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

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

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

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

ARTICLE 4 INSURANCE.

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

ARTICLE 5 INDEMNITY.

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

ARTICLE 6 DISPUTE RESOLUTION.

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

ARTICLE 7 GENERAL PROVISIONS.

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

SECTION 7.2 INTERPRETATION; APPLICABLE LAWS AND TIME ZONE; VENUE; SEVERABILITY; AND SURVIVAL OF TERMINATION. If there is uncertainty of any language in this Agreement, the Parties agree that Civil Code section 1654 shall not apply to interpret the uncertainty. The language of this Agreement shall be interpreted according to its fair meaning and not strictly for or against any Party and under California laws. All dates and times stated in this Agreement shall be according to Pacific Time. All causes of action, actions, lawsuits, and proceedings arising out of, resulting from, or relating to this Agreement shall be adjudicated in state or federal court in Fresno County, California, provided that each Party does not hereby waive any immunity to suit. If a court of competent jurisdiction holds any provision of this Agreement void, illegal, or unenforceable, this

Agreement shall remain in full force and effect and shall be interpreted as though such invalidated provision is not a part of this Agreement and the remaining provisions shall be construed to preserve the Parties' intent in this Agreement. Any provision in this Agreement that by its nature applies after, or is specifically stated to survive, the termination of this Agreement shall survive the termination of this Agreement.

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

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

/ /

PARENT TRAINING LIST

PARENT TRAINING AGREEMENT

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

	Training	Targeted Audience	No. of Session in Training	Duration of Each Session	"Training Fee" per Training
T1	**Understanding Local Control Accountability Plan (LCAP)**: This training provides an overview of the LCAP. Local Control Funding Formula (LCFF) attempts to distribute local tax dollars and State funding to schools, through a formula that recognizes particular groups of students, based on greatest need. The Local Control Accountability Plan (LCAP) is a document that districts must complete and certify as part of the annual budget adoption. The LCAP must provide a picture of how budget priorities will meet the needs of three particular subgroups. English Learners (EL Students), group home and foster children, and students from socio-economically distressed households.	ES MS HS	1	2 hours	$800
T2	**Parental Involvement Tenets:** This training covers current research findings on parent involvement. It discusses different ways parents can get involved that leads to their children's academic success.	ES MS HS	1	2 hours	$800
T3	**California Standards:** This training provides a general overview of the benefits of the new California Standards (Formerly Common Core) and what each grade level is expected to know for all students to be college and career ready by high school graduation. Tips and ideas will be provided to parents who have the tools needed to prepare their child for these new standards.	ES MS HS	1	2 hours	$800
T4	**Truancy and Attendance (SARB):** This training covers the relationship between regular school attendance and academic success. It explores the causes of truancy as well as consequences for parents, and provides methods to help parents address this issue.	ES MS HS	1	2 hours	$800
T5	**Character Counts:** This training introduces Parents to Character Counts, the national initiative whose curriculum is based on voluntary citizen action and has been implemented in many California schools. Parents will learn Character Counts core ethical values that will assist them and their children in distinguishing right from wrong and in defining the essence of good character.	ES MS HS	8	2 hours	$4,800 ($600/ session)
T6	**Leadership Skills Training:** This training covers the knowledge and skills to function in leadership roles. It gears toward participants who are or will be holding a position as leaders.	ES MS HS	1	2 hours	$800
T7	**Organizational Skills:** Organizational skills can have an enormous impact in everyday activities. Children who are well organized tend to do well in school.	ES MS HS	1	2 hours	$800
T8	**Family Academic Competency Training Series (F.A.C.T.S):** Family Academic Competency Training Series is a nine-week, 2-hour sessions. This training covers academic-related contents such as math facts, sight words, how to help a child with reading at different grade levels. The contents in this series cover from kindergarten through twelve grades.	ES MS HS	9	2 hours	$5,400 ($600/ session)

	Training	Targeted Audience	No. of Session in Training	Duration of Each Session	"Training Fee" per Training
T9	**Healthy Ways to Work Out Problems:** This training begins with parents thinking of ways to address common problems in their lives which gives parents the foundation of strong problem solving skills. Participants will learn how to access the many community resources available to them.	ES MS	1	2 hours	$800
T10	**Social and Emotional Changes:** This training covers the many developmental stages a child experiences from birth to teenage years when the child focuses primarily on identity. Parents will learn of the importance of their love, joy, and nurturing as their child moves through social and emotional changes that occur as their bodies and minds develop.	MS HS	1	2 hours	$800
T11	**Peer Pressure:** This training will help parents define and identify peer pressure and understand why adolescents are so easily influenced by peers. It will also explain the differences between negative and positive peer influence, and explore how parents can help their children avoid negative influences.	MS HS	1	2 hours	$800
T12	**Roadmap to Higher Education Series:** This training discusses methods upon which parents can utilize to assist their children to become successful in high school and during post-secondary education.	MS HS	6	2 hours	$4,800 ($800/ session)
T13	**Motivating Students for Academic Success:** This training teaches parents how their views of education can have a direct impact on their child's success in school. The goal is to inspire parents and to motivate students to see education as the key to a successful future. The training highlights the practical value and other benefits of a college education.	MS HS	1	2 hours	$800
T14	**California High School Exit Exam (CAHSEE):** This training discusses in depth the importance of the high school exit exam. It teaches parents what contents will be covered, and how they can help their child prepare for this test.	HS	1	2 hours	$800
T15	**High School Learning Environment:** Because the transition from middle-school to high school can be overwhelming for some children, parents will learn how to support their children during this stage. Parents will explore strategies for children to be successful.	HS	1	2 hours	$800
T16	**A-G Requirements:** This training discusses the high school courses required for entrance to the University of California and the California State University systems. Each A-G subject will be discussed in detail and parents will learn to play a role in this process.	HS	1	2 hours	$800
T17	**Middle-School Learning Environment:** Moving from elementary school to middle-school can be a challenge for many students as well as their parents. Parents will learn about the academic life in middle school and how to help their child successfully transition through this stage.	MS	1	2 hours	$800
T18	**Six Types of Parent Engagement:** This class discusses Dr. Epstein's six types of family involvement: parenting, communicating, volunteering, learning at home, decision making, and collaborating with the community.	ES MS HS	6	2 hours	$4,800 ($800/ session)
T19	**Computer Literacy Skills:** Parents will acquire basic computer skills. Microsoft Word as well as Internet Explorer and Google Chrome will be introduced.	ES MS HS	12	2 hours	$7,200 ($600/ session)

	Training	Targeted Audience	No. of Session in Training	Duration of Each Session	"Training Fee" per Training
T20	**Bullying (Cyber) Awareness:** This training covers the various forms of bullying, and its effect on those who are bullied and those who bully. Parents learn to recognize the signs that their child might be a victim of a bully, and are given tips on how to prevent bullying.	ES MS HS	2	2 hours	$1,600 ($800/ session)
T21	**Monitoring Student Progress Via Portal:** Parents will learn how to access the internet and the school's website. They will understand how to monitor their child's academic records, school attendance, assignments, and grades.	ES MS HS	1	2 hours	$800
T22	**Parenting/Teen Parenting Skills:** This training offers ways for parents to improve their parenting skills, and how different skills are needed as a child progresses through developmental stages birth to 19 year of age. Assertive discipline that inspires cooperation is covered as well as consequences verses punishment discipline approaches.	MS HS	8	2 hour	$4,800 ($600/ session)
T23	**PASSport to Success:** Parent Assuring Student Success (PASSport to Success) training is designed to make a world of difference in the partnership between the school and the home. Parents who follow this pathway to success will learn how to help their children travel to new heights in their academic endeavors.	ES	8	2 hours	$4,800 ($600/ session)
T24	**Helping Your Child with Homework:** This training offers proven strategies parents can use to help their children with homework.	ES	1	2 hours	$800
T25	**Parent-Teacher Conference:** What should parents do before, during, and after the parent–teacher conference? This training teaches parents how to prepare to get the most out of a conference.	ES	1	2 hours	$800
T26	**Understanding Report Cards and Test Scores:** Recognizing details appear in a report card will help parents understand their child's academic areas of strengths and weaknesses. This training will cover all details of a report card by providing tips to parents on how to make improvement on specific academic and/or non-academic areas.	ES	1	2 hours	$800
T27	**The Three Types of Discipline:** This training examines three major approaches to discipline and how each can have negative and/or positive impact on children's behavior and development.	ES	1	2 hours	$800
T28	**Fatherhood/Father Involvement:** This training stresses the importance of a father's role in a child's education. It highlights the impact a father has on a child's emotional and physical development, as well as the child's academic performance.	ES	1	2 hours	$800
T29	**Home Environment:** This training covers how a home environment can play a critical role in a child's learning. Parents will learn how to create a print rich environment and a special study area to support their child's academic success.	ES	1	2 hours	$800
T30	**Financial Literacy:** This training offers strategies parents can use to manage their financial resources to ensure academic success for their children.	ES MS HS	1	2 hours	$800
T31	**Internet Safety:** Parents will learn how the internet can be a valuable resource in their child's education. It will explore the value and potential danger of the internet. Parents will learn how to monitor their child's online activities and how to establish rules to keep their children safe as they browse the internet.	ES MS HS	1	2 hours	$800

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

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WCESD BOARD OF TRUSTEES

ITEM NO. VI.A.9.f
DATE: JUNE 28, 2016

SUBJECT TITLE: CONTRACTS/SERVICE AGREEMENTS

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Approve the Desktop Support Services Agreement between the Fresno County Superintendent of Schools ("FCSS") and the Washington Colony Elementary School District ("District") for the 2016-17 school year.

BACKGROUND

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

CONSIDERATION

The Governing Board believes that, in order to maximize student learning and achievement, certificated staff members must be continuously learning and improving their skills. The District' staff development program assists certificated staff in developing knowledge and skills, including the use of technology to enhancement instruction. Provide regularly scheduled onsite Desktop support services. FCSS will provide all tasks necessary to maintain a functioning and optimizing Desktop, including but not limited services described in Attachment A, including computer hardware and software installation and repair.

FINANCIAL IMPACT:

$33,000 for the 2016 - 2017 school year/onsite 1 day per week (8 hours)

FUNDING SOURCE:

General Fund (0100) – Supplemental and Concentration Grants

Moved by _____ Second _____

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

DESKTOP SUPPORT SERVICES AGREEMENT
("Agreement")

COVER PAGE

A. "District" and Address/Contact Information:	B. "FCSS" and Address/Contact Information:
Washington Colony Elementary Attn: Jesus Cruz 130 E Lincoln Ave Fresno, CA 93706	Fresno County Superintendent of Schools Attn: Administrator, Information Systems & Technology Fresno County Office of Education 1111 Van Ness Avenue Fresno, CA 93721-2000
C. "Contract Effective Date":	D. "Contract Termination Date":
July 1, 2016	June 30, 2017
E. "Contract Amount":	
$33,000 See Art. 2 and Att. A	

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

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

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

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

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

DISTRICT

By: _____
Print Name:
Title:

FCSS

By: _____
Jim Yovino or Authorized Designee
Superintendent

ARTICLE 1 SCOPE OF SERVICES AND OBLIGATIONS.

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

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

1.2.1 FCSS's Duties.

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

1.2.1.2 Administration. FCSS will be responsible to:

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

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

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

1.2.2 District's Duties.

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

1.2.2.2 Administration. District will be responsible to:

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

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

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

ARTICLE 3 TERMINATION OF AGREEMENT.

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

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

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

ARTICLE 4 [INTENTIONALLY LEFT BLANK]

ARTICLE 5 INDEMNITY AND DEFENSE.

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

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

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

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

ARTICLE 7 GENERAL PROVISIONS.

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

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

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

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

Attachment A
To Desktop Support Services Agreement

SCHEDULE OF SERVICES AND RATES

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

Desktop Support Services Pricing				
Days(8hours/day)	**Hourly Rate**	**Monthly Rate**	**Annual Rate**	**Notes**
50	$55	$2,750.00	$33,000.00	Onsite 1 day/week

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

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

3. Service Level Agreement Objectives

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