ROUTINE ITEMS

WCESD BOARD OF TRUSTEES

ITEM NO. IV.A
DATE: August 8, 2017

SUBJECT TITLE: APPROVE AGENDA

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Approve agenda for the August 8, 2017 Regular Board Meeting.

BACKGROUND

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

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

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

Moved by _____ Second _____

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

WASHINGTON COLONY ELEMENTARY SCHOOL DISTRICT

Board of Trustees
Bob Dack, President
Gary Chavez, Clerk

Liz Faccinto, Member
Pete Mathew, Member
Rene Mendoza, Member

Secretary
Jesus Cruz, Superintendent/Principal

Regular Meeting AGENDA

Tuesday, August 8, 2017, 6:30 p.m.

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

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

REASONABLE ACCOMODATION FOR ANY INDIVIDUAL WITH A DISABILITY

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

I. Call to Order

II. Roll Call

III. Pledge of Allegiance

IV. Routine Items

A. Approve Agenda

Approve agenda for the August 8, 2017 Regular Board Meeting.

B. Adopt Minutes

1. June 27, 2017 Regular Board Meeting

C. Public Comment/Board Comment

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

D. Correspondence

V. Reports/Discussion/Information

A. Administration/Business/Governance

1. Board History – J. Cruz

2. Fiscal Report*

3. Financial Report(s)*

4. Building Project for Washington Colony Update**

5. Quarterly Report on Williams Uniform Complaints*

6. Superintendent's Report*

a) Professional Development Plan 2017 – 18**
b) Summer Facility Projects Update 2017**

7. LOCAL CONTROL AND ACCOUNTABILITY PLAN REVIEW 1**

B. Personnel/Students

1. ADA/Enrollment Report*

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

VI. Action Items

A. Administration/Business/Governance

1. Temporary Inter-fund Transfer of Special or Restricted Monies

Adopt Resolution No. 17/18-01 to establish temporary inter-fund transfers of special or restricted fund moneys.

2. Warrants

Review and Ratify Warrants paid for the period June 1 – June 30, 2017 and July 1– July 31, 2017.

3. Policy Adoption

BP 5141.52 Suicide Prevention
AR 5141.52 Suicide Prevention

4. Contract/Service Agreements

a) Independent Contractor Services Agreement: Presence Learning Online Speech Services, 2017-18

b) FCSS Truancy Intervention Program (TIP) MOU Service Agreement, 2017-18

c) FCSS CA Healthy Youth Act Training Service Agreement, 2017-18

d) Kamran and Company, Inc. Proposal for Kitchen Kettle

e) Valley Wrought Iron by Henry Mendez Proposal for Middle School Safety Gate

f) Protect Digital Video Security Proposal for School Safety surveillance cameras

g) T.N.J. Electric, INC. Harris Electric Proposal for CAT 5 Cable Installation for cameras

5. Conference Attendance

Consider authorizing attendance participation to Superintendent/Principal Mr. Cruz to attend the CLSBA Unity Conference 2017 "Building Bridges for All Students". San Diego, October 5 - 8, 2017.

6. Surplus Equipment/Obsolete Textbooks

Approve disposal of obsolete technology equipment and obsolete instructional equipment.

B. Personnel/Students

1. Offer of Employment for 4th Grade Teacher

Ratify offer of employment for Iman Obeid – 4th Grade Teacher.

2. Offer of Employment for Classified Employee

Ratify offer of employment for Rajdeep Kaur – Instructional Aide (Part - Time Position).

3. Ratify Contract for Certificated Management Employee

Ratify contract of employment for Evelyn Diaz – Assistant Principal.

4. Resignation

Ratify Superintendent's acceptance of resignation from Jeff Brotnov, 4th Grade Teacher.

5. Interdistrict Attendance Permits

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

C. Curriculum/Instruction/Assessment

1. Kindergarten Camp

Approve the Kindergarten Camp from August 7 – 9, 2017.

2. Fresno County Cradle to Career C2C

Approve the Fresno County Cradle to Career Washington Colony School District annual membership.

3. FCSS ELA Professional Development Services Agreement

(ELA-Early Literacy, STEM/Math, Leadership C & I Coaching Support and Instructional Technology for the 2017-2018 school year)
Approve the ELA Professional Development Services Agreement with Fresno County Office of Education for the 2017-18 school year.

VII. Closed Session

The Board will meet in closed session pursuant to:

PUBLIC EMPLOYMENT: Assistant Principal, *Government Code* section 54957
Government Code section 54957
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: Superintendent

VIII. Reconvene

IX. Adjournment

WCESD BOARD OF TRUSTEES

ITEM NO. IV.B.1
DATE: August 8, 2017

SUBJECT TITLE: ADOPT MINUTES

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Adopt minutes of the June 27, 2017 Regular Board Meeting.

BACKGROUND

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

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

Moved by _____ Second _____

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

WASHINGTON COLONY ELEMENTARY SCHOOL DISTRICT

Board of Trustees
Bob Dack, President
Gary Chavez, Clerk

Liz Faccinto, Member
Pete Mathew, Member
Rene Mendoza, Member

Secretary
Jesus Cruz, Superintendent/Principal

Regular Meeting MINUTES

Tuesday, June 27, 2017, 6:30 p.m.

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

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

REASONABLE ACCOMODATION FOR ANY INDIVIDUAL WITH A DISABILITY

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

I. Call to Order

The June 27, 2017 Regular Board Meeting was called to order at 6:30 p.m. by Bob Dack, Board President.

II. Roll Call

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

III. Pledge of Allegiance

The Pledge of Allegiance was led by Pete Mathew.

IV. Routine Items

A. Approve Agenda

The agenda for the June 27, 2017 Regular Board Meeting was approved on a motion by Liz Faccinto, seconded by Pete Mathew. (Ayes: Dack, Chavez, Faccinto, Mathew; Noes: None; Abstentions: None; Absent: Mendoza

B. Adopt Minutes

1. June 13, 2017 Regular Board Meeting

The minutes of the June 13, 2017 Regular Board Meeting, were adopted on a motion by Pete Mathew, seconded by Bob Dack (Ayes: Dack, Chavez, Faccinto, Mathew; Noes: None; Abstentions: None; Absent: Mendoza)

2. May 9, 2017 Regular Board Meeting

The minutes of the May 9, 2017 Regular Board Meeting, were adopted on a motion by Liz Faccinto, seconded by Gary Chavez (Ayes: Dack, Chavez, Faccinto, Mathew; Noes: None; Abstentions: None; Absent: Mendoza)

C. Public Comment/Board Comment

No Public Comment.

D. Correspondence

V. Reports/Discussion/Information

A. Administration/Business/Governance

1. Board History – J. Cruz

The Board reviewed excerpts from the minutes of meetings held June 13, 1967; and June 19, 1992.

2. Policy Review

BP 5141.52 Suicide Prevention; AR 5141.52 Suicide Prevention
Mr. Cruz: commented to the Board the need to update this policy.
Mrs. Diaz: explained to the Board that she had attended the training recently. She indicated that the purpose is to review a new law of AB2246 and must pass a new safety plan which staff, bus drivers, teachers, and cafeteria must be trained and will need to be developed after the approval of the district policy on August 8th. It will be a 2-year plan, which needs to be updated yearly.
Gary Chavez: Asked if there will be any information available for students.
Mrs. Diaz: Indicated that information will be available for students and school psychologist services if needed. Procedures in Suicidal Prevention will be exchanged with WUHS.

3. Financial Report(s)*

Cash and County Treasury Report for May 2017 – Written Report

4. Easton Community Water System Authority Project Update**

Bob Dack: Indicated that after attending the Easton Community Water System Authority meeting on June 15, it was discussed that the WUHS water well has been drilled and finalized. The water flow test is on the works. The pipeline work is being designed but just need to verify. Pipeline work will not be done this summer. No exact date but it is in the works. A water trench might be done along Lincoln Avenue and might cause some disruptions.

Mr. Cruz: District will check on the timeline for the pipeline installation project and be aware of any possible disruptions for the school.

Liz Faccinto: Asked, how deep they went on the Well digging and if there would be any effects on other community wells.

Bob Dack: It went about 700 feet deep but with water samples at 200 feet. It might have some effect on community wells nearby but not known yet.

Pete Mathew: Added that there are different programs to help the community that would want to connect along the pipeline only.

No questions from the community at this time.

5. Superintendent's Report**

a) FCSS Early STARS - CSPP QRIS Block Grant Award

Mr. Cruz: added that after earning the 4 Stars, the Preschool program will receive $17,500 for the preschool. Mrs. Leah will come up with a plan on how to spend the money, no restrictions apply but expenditure guidelines must be followed.

b) Cameras and Safety gates update

Mr. Cruz: commented that safety cameras and a MS safety gate will be installed this summer. It will be for a push bar gate. Jeff is getting a quote it will be a push bar so the student/teacher will push the gate when they go out, but will need a key to come into the campus. Cameras will be showing two ways and will be monitored by Sara and Cynthia, so they can see who is coming into the campus.

c) Kindergarten Camp update

Mrs. Diaz: commented that this is a 3-day new program (August 7 – 9) that will target some identified Kindergarteners (about 15 students) that might have a difficult time adapting the first weeks to the Kindergarten program. This Kinder Camp will help students copping with the transition change and will avoid any future behaviors and will improve their social skills.

B. Personnel/Students

1. Summer School Program 2017 Update

Mrs. Diaz: indicated that the Summer School Program 2017 concluded last Friday June 23 with a nice BBQ event during lunch. There were about 100 students participating. Title 1 intervention funding was utilized and there was a great turn out. Students were provided additional ELA/ELD, Reading and Technology integrated Math activities and support by their teachers during the summer school.

2. ADA/Enrollment Report*

Enrollment reported at 429 for the month of June.

3. Suspension Report*

No Suspensions Reported.

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

VI. Action Items

A. Administration/Business/Governance

1. Local Control and Accountability Plan and Annual Update

The Board adopted the Local Control and Accountability Plan (LCAP) and Annual Update for 2017-2018 on a motion by Gary Chavez, seconded by Pete Mathew. (Ayes: Dack, Chavez, Faccinto, Mathew; Noes: None; Abstentions: None; Absent: Mendoza)

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

The Board adopted the proposed budget for the 2017-2018 fiscal year and the 2017-18 Education Protection Account expenditures 2018 on a motion by Pete Mathew, seconded by Liz Faccinto. (Ayes: Dack, Chavez, Faccinto, Mathew; Noes: None; Abstentions: None; Absent: Mendoza)

3. 2017-2018 Child Development Contract

The Board Adopted Resolution No. 16/17-09 certifying approval to enter into a transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2017-18 on a motion by Liz Faccinto, seconded by Gary Chavez. (Ayes: Dack, Chavez, Faccinto, Mathew; Noes: None; Abstentions: None; Absent: Mendoza)

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

The Board discussed and adopted the Washington Colony Elementary School District's (District) Initial Reopener Contract Proposal to the Washington Colony Teachers Association (WCTA) on a motion by Gary Chavez, seconded by Pete Mathew. (Ayes: Dack, Chavez, Mathew, Faccinto; Noes: None; Abstentions: None; Absent: Mendoza)

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

The Board discussed and took action to the acknowledgement receipt of the Initial Reopener Proposal from the Washington Colony Teachers Association (WCTA) to the Washington Colony Elementary School District (District) on a motion by Liz Faccinto, seconded by Pete Mathew. (Ayes: Dack, Chavez, Mathew, Faccinto; Noes: None; Abstentions: None; Absent: Mendoza)

6. Warrants

The Board reviewed and ratified Warrants paid for the period May 1 – May 31, 2017 on a motion by Liz Faccinto, seconded by Pete Mathew. (Ayes: Dack, Chavez, Faccinto, Mathew; Noes: None; Abstentions: None; Absent: Mendoza)

7. Policy Adoption

The Board adopted policy BP 3110 Transfer of Funds on a motion by Pete Mathew, seconded by Gary Chavez. (Ayes: Dack, Chavez, Faccinto, Mathew; Noes: None; Abstentions: None; Absent: Mendoza)

8. Contract/Service Agreements

a) AALRR Legal Service Agreement, 2017-18

The Board approved AALRR Legal Service Agreement on a motion by Pete Mathew, seconded by Liz Faccinto. (Ayes: Dack, Chavez, Mathew, Faccinto; Noes: None; Abstentions: None; Absent: Mendoza)

b) SchoolWorks Inc. Service Agreement, 2017-2018

The Board approved SchoolWorks Inc. Service Agreement on a motion by Gary Chavez, seconded by Pete Mathew. (Ayes: Dack, Chavez, Mathew, Faccinto; Noes: None; Abstentions: None; Absent: Mendoza)

c) FCSS Parent Training Services Agreement, 2017-18

d) FCSS Desktop Support Services Agreement, 2017-18

e) FCSS Foster Youth Data Sharing Agreement 2017-2020

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

The Board approved FCSS contract/service agreements c) through f) on a motion by Liz Faccinto, seconded by Pete Mathew. (Ayes: Dack, Chavez, Mathew, Faccinto; Noes: None; Abstentions: None; Absent: Mendoza)

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

The Board approved GoodFellow Independent contractor, Occupational Therapy Services Agreement on a motion by Pete Mathew, seconded by Liz Faccinto. (Ayes: Dack, Chavez, Mathew, Faccinto; Noes: None; Abstentions: None; Absent: Mendoza)

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

The Board approved Document Tracking Services (DTS) Agreement on a motion by Liz Faccinto, seconded by Gary Chavez. (Ayes: Dack, Chavez, Faccinto, Mathew; Noes: None; Abstentions: None; Absent: Mendoza)

9. Fresno County Committee on School District Organization

Recommend Qualify Individual to serve on Committee (FCCSDO).

The Board tabled the item.

10. Surplus Equipment/Obsolete Textbooks

The Board approved disposal of obsolete students' desks, obsolete textbooks and instructional materials on a motion by Pete Mathew, seconded by Gary Chavez. (Ayes: Dack, Chavez, Faccinto, Mathew; Noes: None; Abstentions: None; Absent: Mendoza)

B. Personnel/Students

1. Interdistrict Attendance Permits

Ratify action on Interdistrict Attendance Permit for the 2017-18 school year. The Board ratified action on Interdistrict Attendance Permit for the 2017-18 school year on a motion by Liz Faccinto, seconded by Pete Mathew (Ayes: Dack, Chavez, Faccinto, Mathew; Noes: None; Abstentions: None; Absent: Mendoza)

2. Offer of Employment for (Teacher – Kindergarten)

The Board ratified offer of employment for Ashley Morales - Kindergarten Teacher on a motion by Gary Chavez, seconded by Liz Faccinto. (Ayes: Dack, Chavez, Faccinto, Mathew; Noes: None; Abstentions: None; Absent: Mendoza)

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

The Board ratified offer of employment for Theresa Silva – Teacher 8th grade ELA/SS on a motion by Gary Chavez, seconded by Pete Mathew. (Ayes: Dack, Chavez, Faccinto, Mathew; Noes: None; Abstentions: None; Absent: Mendoza)

C. Curriculum/Instruction/Assessment

1. Consolidated Application and Reporting System 2017-18

The Board approved the Submission of the 2017-18 Consolidated Application and Reporting System Application on a motion by Pete Mathew, seconded by Liz Faccinto. (Ayes: Dack, Chavez, Faccinto, Mathew; Noes: None; Abstentions: None; Absent: Mendoza)

2. LEAP District Budget for Federal Programs 2017-18

The Board approved the LEAP District Budget for Federal and State Programs for 2017-18 on a motion by Liz Faccinto, seconded by Gary Chavez. (Ayes: Dack, Chavez, Faccinto, Mathew; Noes: None; Abstentions: None; Absent: Mendoza)

VII. Closed Session

The Board met in closed session beginning at 7:50 p.m. on a motion by Pete Mathew, seconded by Liz Faccinto. (Ayes: Dack, Chavez, Faccinto, Mathew; Noes: None; Abstentions: None; Absent: Mendoza) pursuant to:

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

VIII. Reconvene

The Board reconvened to open session at 8:03 p.m. on a motion by Pete Mathew, seconded by Liz Faccinto. (Ayes: Dack, Chavez, Faccinto, Mathew; Noes: None; Abstentions: None; Absent: Mendoza)

Nothing to Report.

IX. Adjournment

The meeting was adjourned at 8:04 p.m. on a motion by Gary Chavez, seconded by Liz Faccinto. (Ayes: Dack, Chavez, Faccinto, Mathew; Noes: None; Abstentions: None; Absent: Mendoza)

Robert E. Dack, President

Gary Chavez, Clerk

WCESD BOARD OF TRUSTEES

ITEM NO. IV.C
DATE: August 8, 2017

SUBJECT TITLE: PUBLIC COMMENT/BOARD COMMENT

Action _____ Discussion ___√___ Information _____

BACKGROUND

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

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

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

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

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

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

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

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

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

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

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

REPORTS
DISCUSSION
INFORMATION

WCESD BOARD OF TRUSTEES

ITEM NO. V.A.1
DATE: August 8, 2017

SUBJECT TITLE: BOARD HISTORY

Action _____ Discussion _____ Information ___√___

BACKGROUND

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

CONSIDERATION

" History with its flickering lamp stumbles along the trail of the past, trying to reconstruct its scenes, to revive its echoes, and kindle with pale gleams the passion of former days."~ Winston Churchill

Excerpts from the minutes of meetings held August 2, 1967; follow for your review.

WASHINGTON COLONY SCHOOL
BOARD OF TRUSTEES
MINUTES OF REGULAR MONTHLY MEETING
August 2, 1967

Meeting was called to order at 5:00 p.m. in the Library of Washington Colony School, by president of the Board, Bruce Blacksill, with all members present except Henry Salwasser.

MAINTENANCE REGISTERS AND WARRANTS were approved for payment by motion of John Moran, seconded by Art Jensen, and then were signed by members of the Board.

ADOPTION OF BUDGET FOR 1967-68: Bud Barberich made a motion, seconded by John Moran that the budget be adopted as presented.

TEACHER STATUS: Mr. Massie explained to the Board the difficulties he had encountered in obtaining applicatons of experienced teachers. The Board authorized him to hire the best applicants who had applied for positions in this school.

ADJOURNMENT was by motion of John Moran, seconded by Bud Barberich

Respectfully submitted,

James G. Massie,
Secretary to the Board

Approved by:

Bruce Blacksill, President
(Bruce Blacksill)

Lester E. (Bud) Barberich, Clerk
(Lester E. (Bud) Barberich)

WCESD BOARD OF TRUSTEES

ITEM NO. V.A.2
DATE: August 8, 2017

SUBJECT TITLE: FISCAL REPORT

Action _____ Discussion _____ Information ___√___

BACKGROUND

The Fiscal Report indicates " What You Need to Know About Proposition 51 and the State Facility Program.

CONSIDERATION

Washington Colony District's Project Application to the Office Of Public Construction (OPSC) as of June 5, 2017 has moved from the (Acknowledge List) to the OPSC's Workload List. This is a Fiscal Report that follows for your review.

The FISCAL REPORT an informational update

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Volume 37 For Publication Date: July 28, 2017 No. 15

What You Need to Know About Proposition 51 and the State Facility Program

Proposition 51 provides, for the first time in more than ten years, new state facilities bond dollars. For those school districts that have not had the opportunity to take part in the program or whose staff members have turned over since the last facilities project, the following is a quick overview of the State Facility Program (SFP), which will disburse monies from Proposition 51, and how to get in line for funding.

The SFP provides matching funds for the new construction (50/50 state and local sharing basis) or modernization (60/40 state and local sharing basis) of school facilities. (Note that financial hardship is available to assist school districts that are unable to meet their minimum matching share.) The New Construction program provides funding to add classroom capacity to meet future student housing needs. Funding covers costs associated with new school construction or classroom additions to existing schools and also funds libraries, multipurpose rooms, gymnasiums, administration facilities, and other school facilities. The Modernization program is designed to extend the useful life of an existing facility or to enhance the physical environment of a school. The funding can be used for a current project or reimbursement for a completed project, and can also be used to demolish and replace existing facilities of like kind.

In order to access dollars through the program, a school district must establish eligibility. For the New Construction program, eligibility is established based on a district's projected need to house students and determined by the gap between projected enrollment and existing classroom capacity. Eligibility for the Modernization program is site specific and determined by the age of the facilities and total pupil enrollment. Permanent buildings must be at least 25 years old, and portable buildings must be at least 20 years old. Funding is provided on a per-pupil basis with base grants that are intended to provide funding for design, construction, testing, inspection, furniture, and other costs related to school facilities construction and modernization. Supplemental grants are also provided to augment the per-pupil base grants by providing funding for site acquisition, utilities, general site development work, fire code upgrades, accessibility costs, and other expenses.

Once eligibility has been established, then the necessary project approvals (e.g., Division of the State Architect, California Department to Education, etc.) must be obtained. Upon receipt of all necessary approvals, a funding application can be submitted, which places a project on the list by date and time submitted—the order in which funding applications are processed by Office of Public School Construction (OPSC) staff. Currently, the OPSC is understaffed so there is no clear picture of how long it will take to review and approve applications. In addition, the bond funds generated by the passage of Proposition 51 will be sold over time. That said, we encourage all school districts with eligible projects to submit an application for funding to ensure access to all available resources.

Be aware that the OPSC has two existing lists of projects laying claim to Proposition 51 bond funds:

1. Unfunded List (Lack of AB 55 Loans)—These projects have already received approval and are awaiting funding (129 projects totaling $368 million as of June 5, 2017). As bonds are sold, which is currently anticipated later this year, these projects will receive funding.
2. Applications Received Beyond Bond Authority List ("Acknowledged" List)—These projects have not been processed by OPSC and have not received approval from the State Allocation Board (719 projects totaling $2.3 billion as of June 5, 2017). These projects have now been added to the OPSC's workload, and OPSC staff members will begin processing them in the order—date and time—they were received.

Once again, do not let the existing lists discourage submittal of a funding application. Due to the time lapse between when the projects on the Acknowledged List were submitted and when they are eventually processed, some of these projects may fall off the list due to lack of eligibility, status of project, and project approvals, etc. Do not leave money that might be available on the table.

Information on the SFP, including how to apply for funding, the funding lists, and more can be found on OPSC's website by clicking here. Funding is also available for charter schools. Watch our *Fiscal Report* for a quick recap of the Charter School Facilities Program.

—Brianna García

posted 07/26/2017

WCESD BOARD OF TRUSTEES

ITEM NO. V.A.3
DATE: August 8, 2017

SUBJECT TITLE: FINANCIAL REPORTS

Action _____ Discussion _____ Information ___√___

BACKGROUND

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

CONSIDERATION

The *Cash in County Treasury Report* for June 2017 and July 2017 follows for your review.

Cash In County Treasury
Aggregate

From 6/1/2017 thru 6/30/2017
Fund: 0100 (6150 60001) General Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 6/1/2017							$2,274,912.43
6/7/2017	APY -20176	Accounts Payable 6/7/2017	$0.00	$76,856.37	$7,632,792.55	$5,434,736.49	$2,198,056.06
6/12/2017	TF -171956	0001779183 17 - HOA 2ND 16-17	$1,356.75	$0.00	$7,634,149.30	$5,434,736.49	$2,199,412.81
6/12/2017	TF -171993	0001779195 16-17 3RD TEETER TAX	$13,374.95	$0.00	$7,647,524.25	$5,434,736.49	$2,212,787.76
6/13/2017	TF -171965	JV#1286 16-17 NCLB; TEACHER & PRINCIPAL '	$4,574.00	$0.00	$7,652,098.25	$5,434,736.49	$2,217,361.76
6/14/2017	CA -37509	389888 CHAVEZ INS RE	$583.20	$0.00	$7,652,681.45	$5,434,736.49	$2,217,944.96
6/14/2017	CA -37509	389888 DACK INS REIM	$1,166.40	$0.00	$7,653,847.85	$5,434,736.49	$2,219,111.36
6/14/2017	CA -37509	389888 LIB FINES	$13.50	$0.00	$7,653,861.35	$5,434,736.49	$2,219,124.86
6/14/2017	CA -37509	389888 MAA REIMB	$3,242.06	$0.00	$7,657,103.41	$5,434,736.49	$2,222,366.92
6/14/2017	CA -37509	389888 MATH CAMP	$150.00	$0.00	$7,657,253.41	$5,434,736.49	$2,222,516.92
6/14/2017	CA -37509	389888 MAY INS REI	$12,141.89	$0.00	$7,669,395.30	$5,434,736.49	$2,234,658.81
6/14/2017	CA -37510	390042 CHAVEZ INS RE	$583.20	$0.00	$7,669,978.50	$5,434,736.49	$2,235,242.01
6/14/2017	CA -37510	390042 FACC INS REIM	$2,314.12	$0.00	$7,672,292.62	$5,434,736.49	$2,237,556.13
6/14/2017	CA -37510	390042 LIB FINES	$69.90	$0.00	$7,672,362.52	$5,434,736.49	$2,237,626.03
6/14/2017	CA -37510	390042 PBIS REIM	$960.00	$0.00	$7,673,322.52	$5,434,736.49	$2,238,586.03
6/14/2017	TF -171974	JV#1290 16-16 SSID-STATEWIDE STUDENT ID	$103.50	$0.00	$7,673,426.02	$5,434,736.49	$2,238,689.53
6/15/2017	TF -171995	JV# 1307 2016/17 PSYCHOLOGIST SVS	$0.00	$84,150.00	$7,673,426.02	$5,518,886.49	$2,154,539.53
6/15/2017	TF -171996	JV# 1308 2016/17 LIBRARY/PORTAL CHGS	$0.00	$3,409.00	$7,673,426.02	$5,522,295.49	$2,151,130.53
6/16/2017	APY -20176	Accounts Payable 6/16/2017	$0.00	$10,464.93	$7,673,426.02	$5,532,760.42	$2,140,665.60
6/19/2017	TF -172005	JV#1315 CONTR NURSE SVCS	$0.00	$3,135.00	$7,673,426.02	$5,535,895.42	$2,137,530.60
6/19/2017	TF -172009	JV#1319 25% 16/17 ME HLTH BY ADA	$1,632.00	$0.00	$7,675,058.02	$5,535,895.42	$2,139,162.60
6/21/2017	APY -20176	Accounts Payable 6/21/2017	$0.00	$43,980.72	$7,675,058.02	$5,579,876.14	$2,095,181.88
6/21/2017	TF -172020	JV#1324 16/17 1&2 IDEA 3310 REIMB	$24,914.00	$0.00	$7,699,972.02	$5,579,876.14	$2,120,095.88
6/22/2017	TF -172013	JV#1327 16-17 EPA 4TH QTR APPT JUNE 2017	$122,692.00	$0.00	$7,822,664.02	$5,579,876.14	$2,242,787.88
6/22/2017	TF -172079	0001781241 16-17 11TH CURRENT SECURED SU	$405.03	$0.00	$7,823,069.05	$5,579,876.14	$2,243,192.91
6/23/2017	APY -20176	Accounts Payable 6/23/2017	$0.00	$13,643.66	$7,823,069.05	$5,593,519.80	$2,229,549.25
6/23/2017	TF -172046	JV#1358 16-17 NCLB; LOW INCOME & NEGLEC	$57,142.00	$0.00	$7,880,211.05	$5,593,519.80	$2,286,691.25
6/27/2017	TF -172034	#1335 PERS DISTRICT CHRGS-JUNE 2017 REG I	$0.00	$6,094.29	$7,880,211.05	$5,599,614.09	$2,280,596.96
6/27/2017	TF -172038	#1344 STRS DIST CHRGS-JUNE 2017 REG PAYR	$0.00	$20,464.24	$7,880,211.05	$5,620,078.33	$2,260,132.72
6/27/2017	TF -172039	#1330 FICA CHRGS-6/30/2017 PAYROLL	$0.00	$4,375.03	$7,880,211.05	$5,624,453.36	$2,255,757.69
6/27/2017	TF -172040	#1331 MEDICARE CHRGS-6/30/2017 PAYROLL	$0.00	$3,292.89	$7,880,211.05	$5,627,746.25	$2,252,464.80
6/27/2017	TF -172094	17 3RD QTR-2ND INT DIST. 0001781880	$7,165.95	$0.00	$7,887,377.00	$5,627,746.25	$2,259,630.75
6/28/2017	CA -37696	390826 lib fines	$32.90	$0.00	$7,887,409.90	$5,627,746.25	$2,259,663.65
6/29/2017	TF -172087	JV# 1384 16/17 EARLY STARS GRANT AWARD	$17,500.00	$0.00	$7,904,909.90	$5,627,746.25	$2,277,163.65
6/30/2017	LB -170000	Liabilities Setup	$123.27	$123.27	$7,905,033.17	$5,627,869.52	$2,277,163.65
6/30/2017	LB -170001	Liabilities Setup	$2,340.71	$2,340.71	$7,907,373.88	$5,630,210.23	$2,277,163.65
6/30/2017	LB -170002	Liabilities Setup	$2,380.14	$2,380.14	$7,909,754.02	$5,632,590.37	$2,277,163.65
6/30/2017	LB -170003	Liabilities Setup	$294.17	$294.17	$7,910,048.19	$5,632,884.54	$2,277,163.65
6/30/2017	LB -170004	Liabilities Setup	$1,875.29	$1,875.29	$7,911,923.48	$5,634,759.83	$2,277,163.65

Cash In County Treasury
Aggregate

From 6/1/2017 thru 6/30/2017
Fund: 0100 (6150 60001) General Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
6/30/2017	TF -172035	JV#1346 16-17 2ND PRINCIPAL APPORTIONME	$306,114.00	$2,966.00	$8,218,037.48	$5,637,725.83	$2,580,311.65
6/30/2017	TF -172061	JV#1365 STATE PRIN APPT - JUNE 2017	$11,349.00	$0.00	$8,229,386.48	$5,637,725.83	$2,591,660.65
6/30/2017	TF -172091	JV#1375 16-17 3RD QTR. LOTTERY	$21,251.24	$0.00	$8,250,637.72	$5,637,725.83	$2,612,911.89
6/30/2017	TF -172093	JUNE ERAF 0001782293	$9,741.05	$0.00	$8,260,378.77	$5,637,725.83	$2,622,652.94
6/30/2017	PAY -63017	PAYROLL 6/30/2017	$103,811.70	$308,792.34	$8,364,190.47	$5,946,518.17	$2,417,672.30
6/30/2017	PAY -71017	PAYROLL 6/30/2017	$15,741.76	$15,741.76	$8,379,932.23	$5,962,259.93	$2,417,672.30
	Total Activity		$747,139.68	$604,379.81			
	Ending Balance				$8,379,932.23	$5,962,259.93	$2,417,672.30

Cash In County Treasury
Aggregate

From 6/1/2017 thru 6/30/2017
Fund: 1200 (6150 60012) Child Development Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 6/1/2017							$77,556.33
6/7/2017	APY -20176	Accounts Payable 6/7/2017	$0.00	$1,533.07	$232,388.71	$156,365.45	$76,023.26
6/14/2017	CA -37509	389888 PRESCH APTM	$17,526.00	$0.00	$249,914.71	$156,365.45	$93,549.26
6/14/2017	CA -37509	389888 WELCH INS RE	$988.27	$0.00	$250,902.98	$156,365.45	$94,537.53
6/16/2017	APY -20176	Accounts Payable 6/16/2017	$0.00	$342.19	$250,902.98	$156,707.64	$94,195.34
6/21/2017	APY -20176	Accounts Payable 6/21/2017	$0.00	$259.08	$250,902.98	$156,966.72	$93,936.26
6/27/2017	TF -172034	#1335 PERS DISTRICT CHRGS-JUNE 2017 REG I	$0.00	$88.73	$250,902.98	$157,055.45	$93,847.53
6/27/2017	TF -172038	#1344 STRS DIST CHRGS-JUNE 2017 REG PAYR	$0.00	$483.91	$250,902.98	$157,539.36	$93,363.62
6/27/2017	TF -172094	17 3RD QTR-2ND INT DIST. 0001781880	$286.96	$0.00	$251,189.94	$157,539.36	$93,650.58
6/30/2017	PAY -63017	PAYROLL 6/30/2017	$2,232.77	$13,428.58	$253,422.71	$170,967.94	$82,454.77
	Total Activity		$21,034.00	$16,135.56			
	Ending Balance				$253,422.71	$170,967.94	$82,454.77

Cash In County Treasury
Aggregate

From 6/1/2017 thru 6/30/2017
Fund: 1300 (6150 60008) Cafeteria Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 6/1/2017							$148,446.14
6/6/2017	APY -20175	Cancel Warrant #512019511	$6,828.64	$0.00	$498,504.54	$343,229.76	$155,274.78
6/7/2017	APY -20176	Accounts Payable 6/7/2017	$0.00	$18,205.99	$498,504.54	$361,435.75	$137,068.79
6/12/2017	CA -37469	389890 ad.mls 6/12	$68.75	$0.00	$498,573.29	$361,435.75	$137,137.54
6/12/2017	CA -37469	389890 st.mls 6/12	$297.75	$0.00	$498,871.04	$361,435.75	$137,435.29
6/12/2017	CA -37471	389893 ad.mls.6/12	$107.25	$0.00	$498,978.29	$361,435.75	$137,542.54
6/12/2017	CA -37471	389893 st.mls 6/12	$342.40	$0.00	$499,320.69	$361,435.75	$137,884.94
6/14/2017	CA -37509	389888 APR ST BK RE	$437.85	$0.00	$499,758.54	$361,435.75	$138,322.79
6/14/2017	CA -37509	389888 APR ST LUN RE	$1,124.83	$0.00	$500,883.37	$361,435.75	$139,447.62
6/14/2017	CA -37509	389888 MAR FED BKF R	$6,851.63	$0.00	$507,735.00	$361,435.75	$146,299.25
6/14/2017	CA -37509	389888 MAR FED LUN R	$25,643.92	$0.00	$533,378.92	$361,435.75	$171,943.17
6/14/2017	CA -37509	389888 MAR FED SNA	$3,064.18	$0.00	$536,443.10	$361,435.75	$175,007.35
6/14/2017	CA -37509	389888 MAR ST BKF	$766.23	$0.00	$537,209.33	$361,435.75	$175,773.58
6/14/2017	CA -37509	389888 MAR ST LUN	$1,796.36	$0.00	$539,005.69	$361,435.75	$177,569.94
6/14/2017	CA -37509	389888 MAY ADLT MLS	$252.25	$0.00	$539,257.94	$361,435.75	$177,822.19
6/14/2017	CA -37510	390042 APR FED BK RE	$3,925.82	$0.00	$543,183.76	$361,435.75	$181,748.01
6/14/2017	CA -37510	390042 APR FED LU RE	$15,530.54	$0.00	$558,714.30	$361,435.75	$197,278.55
6/14/2017	CA -37510	390042 APR FED LUN R	$334.26	$0.00	$559,048.56	$361,435.75	$197,612.81
6/14/2017	CA -37510	390042 APR FED RE	$197.76	$0.00	$559,246.32	$361,435.75	$197,810.57
6/14/2017	CA -37510	390042 APR FED SN RE	$1,982.30	$0.00	$561,228.62	$361,435.75	$199,792.87
6/16/2017	APY -20176	Accounts Payable 6/16/2017	$0.00	$4,520.11	$561,228.62	$365,955.86	$195,272.76
6/21/2017	APY -20176	Accounts Payable 6/21/2017	$0.00	$1,678.46	$561,228.62	$367,634.32	$193,594.30
6/23/2017	APY -20176	Accounts Payable 6/23/2017	$0.00	$8,018.09	$561,228.62	$375,652.41	$185,576.21
6/27/2017	TF -172034	#1335 PERS DISTRICT CHRGS-JUNE 2017 REG I	$0.00	$1,117.45	$561,228.62	$376,769.86	$184,458.76
6/27/2017	TF -172094	17 3RD QTR-2ND INT DIST. 0001781880	$565.58	$0.00	$561,794.20	$376,769.86	$185,024.34
6/28/2017	CA -37679	390822 st mls 6/28	$351.10	$0.00	$562,145.30	$376,769.86	$185,375.44
6/28/2017	CA -37696	390826 st meal 6/26-	$122.40	$0.00	$562,267.70	$376,769.86	$185,497.84
6/28/2017	CA -37696	390826 st meal 6/28	$12.00	$0.00	$562,279.70	$376,769.86	$185,509.84
6/30/2017	PAY -63017	PAYROLL 6/30/2017	$2,752.43	$15,460.62	$565,032.13	$392,230.48	$172,801.65
6/30/2017	PAY -71017	PAYROLL 6/30/2017	$1,102.65	$1,102.65	$566,134.78	$393,333.13	$172,801.65
	Total Activity		$74,458.88	$50,103.37			
	Ending Balance				$566,134.78	$393,333.13	$172,801.65

Cash In County Treasury
Aggregate

From 6/1/2017 thru 6/30/2017
Fund: 1400 (6150 60005) Deferred Maintenance Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 6/1/2017							$100,525.88
6/27/2017	TF -172094	17 3RD QTR-2ND INT DIST. 0001781880	$341.50	$0.00	$100,867.38	$0.00	$100,867.38
	Total Activity		$341.50	$0.00			
	Ending Balance				$100,867.38	$0.00	$100,867.38

Cash In County Treasury
Aggregate

From 6/1/2017 thru 6/30/2017
Fund: 1500 (6150 60010) Pupil Transportation Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 6/1/2017							$46,084.16
6/27/2017	TF -172094	17 3RD QTR-2ND INT DIST. 0001781880	$156.56	$0.00	$46,240.72	$0.00	$46,240.72
	Total Activity		$156.56	$0.00			
	Ending Balance				$46,240.72	$0.00	$46,240.72

Cash In County Treasury
Aggregate

From 6/1/2017 thru 6/30/2017
Fund: 1700 (6150 60020) Special Reserve Fund for Other Than Capital Outlay Projects

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 6/1/2017							$104,952.70
6/27/2017	TF -172094	17 3RD QTR-2ND INT DIST. 0001781880	$356.54	$0.00	$105,309.24	$0.00	$105,309.24
	Total Activity		$356.54	$0.00			
	Ending Balance				$105,309.24	$0.00	$105,309.24

Cash In County Treasury
Aggregate

From 6/1/2017 thru 6/30/2017
Fund: 2000 (6150 60078) Special Reserve Fund for Postemployment Benefits

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 6/1/2017							$283,035.33
6/27/2017	TF -172094	17 3RD QTR-2ND INT DIST. 0001781880	$961.51	$0.00	$283,996.84	$0.00	$283,996.84
	Total Activity		$961.51	$0.00			
	Ending Balance				$283,996.84	$0.00	$283,996.84

Cash In County Treasury
Aggregate

From 6/1/2017 thru 6/30/2017
Fund: 2100 (6150 65069) Building Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 6/1/2017							$315.13
6/27/2017	TF -172094	17 3RD QTR-2ND INT DIST. 0001781880	$1.07	$0.00	$316.20	$0.00	$316.20
	Total Activity		$1.07	$0.00			
	Ending Balance				$316.20	$0.00	$316.20

Cash In County Treasury
Aggregate

From 6/1/2017 thru 6/30/2017
Fund: 2500 (6150 60006) Capital Facilities Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 6/1/2017							$7,747.17
6/27/2017	TF -172094	17 3RD QTR-2ND INT DIST. 0001781880	$26.32	$0.00	$10,773.49	$3,000.00	$7,773.49
	Total Activity		$26.32	$0.00			
	Ending Balance				$10,773.49	$3,000.00	$7,773.49

Cash In County Treasury
Aggregate

From 6/1/2017 thru 6/30/2017
Fund: 3500 (6150 60066) County School Facilities Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 6/1/2017							$14,078.59
6/27/2017	TF -172094	17 3RD QTR-2ND INT DIST. 0001781880	$47.83	$0.00	$14,393.43	$267.01	$14,126.42
	Total Activity		$47.83	$0.00			
	Ending Balance				$14,393.43	$267.01	$14,126.42

Cash In County Treasury
Aggregate

From 6/1/2017 thru 6/30/2017
Fund: 4000 (6150 60015) Special Reserve Fund for Capital Outlay Projects

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 6/1/2017							$13,326.85
6/27/2017	TF -172094	17 3RD QTR-2ND INT DIST. 0001781880	$45.27	$0.00	$13,372.12	$0.00	$13,372.12
	Total Activity		$45.27	$0.00			
	Ending Balance				$13,372.12	$0.00	$13,372.12

Cash In County Treasury
Aggregate

From 6/1/2017 thru 6/30/2017
Fund: 5100 (6150 65070) Bond Interest and Redemption Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 6/1/2017							$22,532.61
6/12/2017	TF -171956	0001779183 17 - HOA 2ND 16-17	$303.03	$0.00	$57,944.25	$35,108.61	$22,835.64
6/12/2017	TF -171993	0001779195 16-17 3RD TEETER TAX	$1,390.01	$0.00	$59,334.26	$35,108.61	$24,225.65
6/22/2017	TF -172079	0001781241 16-17 11TH CURRENT SECURED SU	$74.98	$0.00	$59,409.24	$35,108.61	$24,300.63
6/27/2017	TF -172094	17 3RD QTR-2ND INT DIST. 0001781880	$38.80	$0.00	$59,448.04	$35,108.61	$24,339.43
	Total Activity		$1,806.82	$0.00			
	Ending Balance				$59,448.04	$35,108.61	$24,339.43

Cash In County Treasury
Aggregate

From 7/1/2017 thru 7/31/2017
Fund: 0100 (6150 60001) General Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
7/1/2017	BB -0	BeginningBalanceRollover	$3,986,861.52	$1,569,189.22	$3,986,861.52	$1,569,189.22	$2,417,672.30
7/6/2017	TF -180005	#0001 MEDICARE CHRGS-7/10/2017 PAYROLL	$0.00	$180.36	$3,986,861.52	$1,569,369.58	$2,417,491.94
7/6/2017	TF -180006	#0002 FICA CHRGS-7/10/2017 PAYROLL	$0.00	$185.20	$3,986,861.52	$1,569,554.78	$2,417,306.74
7/6/2017	TF -180007	#0003 STRS DIST CONT -7/10/2017 PAYROLL	$0.00	$1,188.80	$3,986,861.52	$1,570,743.58	$2,416,117.94
7/6/2017	TF -180008	#0005 PERS DIST CHRGS-7/10/2017 PAYROLL	$0.00	$293.82	$3,986,861.52	$1,571,037.40	$2,415,824.12
7/6/2017	TF -180197	18-PRIOR YEAR UNSECURED 2ND FY 14-15 00	$99.65	$0.00	$3,986,961.17	$1,571,037.40	$2,415,923.77
7/6/2017	TF -180205	18-PRIOR SECURED SUPP. 1ST 16/17 HV 00017	$245.47	$0.00	$3,987,206.64	$1,571,037.40	$2,416,169.24
7/7/2017	APCP-20176	Cancel Warrant #512031559	$1,487.50	$0.00	$3,988,694.14	$1,571,037.40	$2,417,656.74
7/7/2017	TF -180022	#0013 SUI CHRGS 2ND QRTR 2017	$0.00	$364.68	$3,988,694.14	$1,571,402.08	$2,417,292.06
7/10/2017	TF -180025	JV#0018 JUNE`17 GRAPH&PRINT	$0.00	$9.72	$3,988,694.14	$1,571,411.80	$2,417,282.34
7/10/2017	PAY -71017	PAYROLL 7/10/2017	$2,121.59	$13,620.17	$3,990,815.73	$1,585,031.97	$2,405,783.76
7/14/2017	APY -20177	Accounts Payable 7/14/2017	$0.00	$51,744.61	$3,990,815.73	$1,636,776.58	$2,354,039.15
7/14/2017	LB -201771	Accounts Payable 7/14/2017	$0.00	$7,013.58	$3,990,815.73	$1,643,790.16	$2,347,025.57
7/17/2017	TF -180067	16-17 INTEREST 2ND DIST 0001783895	$110.39	$0.00	$3,990,926.12	$1,643,790.16	$2,347,135.96
7/19/2017	TF -180058	#0043 WELLS FARGO FEE-TAX DEPOSIT ACC	$0.00	$0.82	$3,990,926.12	$1,643,790.98	$2,347,135.14
7/19/2017	TF -180091	17-18 4TH QTR-1ST INT 0001784316	$1,040.50	$0.00	$3,991,966.62	$1,643,790.98	$2,348,175.64
7/21/2017	TF -180074	JV#0052 16/17 4TH QTR LIVE SCAN	$0.00	$60.00	$3,991,966.62	$1,643,850.98	$2,348,115.64
7/25/2017	TF -180077	#0055 FICA CHRGS-7/31/2017 PAYROLL	$0.00	$1,409.56	$3,991,966.62	$1,645,260.54	$2,346,706.08
7/25/2017	TF -180078	#0056 MEDICARE CHRGS-7/31/2017 PAYROLL	$0.00	$498.16	$3,991,966.62	$1,645,758.70	$2,346,207.92
7/25/2017	TF -180079	#0057 PERS DIST CHRGS-JULY 2017 REG PAYR	$0.00	$3,273.52	$3,991,966.62	$1,649,032.22	$2,342,934.40
7/25/2017	TF -180082	#0058 STRS DIST CONT-JULY 2017 REG PAYRC	$0.00	$1,593.31	$3,991,966.62	$1,650,625.53	$2,341,341.09
7/25/2017	TF -180085	#0060 DIST CHILD SUPPORT FEES JAN-JUN 20	$0.00	$1.84	$3,991,966.62	$1,650,627.37	$2,341,339.25
7/25/2017	TF -180088	#0061 DIST APD CHRGS JAN-JUN 2017	$0.00	$21.41	$3,991,966.62	$1,650,648.78	$2,341,317.84
7/27/2017	TF -180111	JV#74 17-18 ADVANCE PRINCIPAL APPORTION	$166,602.00	$0.00	$4,158,568.62	$1,650,648.78	$2,507,919.84
7/27/2017	TF -180112	JV#75 17-18 STATE APPORTIONMENT JULY 2	$5,531.00	$0.00	$4,164,099.62	$1,650,648.78	$2,513,450.84
7/31/2017	PAY -73117	PAYROLL 7/31/2017	$7,543.40	$153,132.60	$4,171,643.02	$1,803,781.38	$2,367,861.64
	Total Activity		$4,171,643.02	$1,803,781.38			
	Ending Balance				$4,171,643.02	$1,803,781.38	$2,367,861.64

Cash In County Treasury
Aggregate

From 7/1/2017 thru 7/31/2017
Fund: 1200 (6150 60012) Child Development Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
7/1/2017	BB -0	BeginningBalanceRollover	$82,454.77	$0.00	$82,454.77	$0.00	$82,454.77
7/14/2017	APY -20177	Accounts Payable 7/14/2017	$0.00	$1,533.07	$82,454.77	$1,533.07	$80,921.70
7/19/2017	TF -180091	17-18 4TH QTR-1ST INT 0001784316	$39.39	$0.00	$82,494.16	$1,533.07	$80,961.09
7/25/2017	TF -180079	#0057 PERS DIST CHRGS-JULY 2017 REG PAYR	$0.00	$55.99	$82,494.16	$1,589.06	$80,905.10
7/25/2017	TF -180082	#0058 STRS DIST CONT-JULY 2017 REG PAYRC	$0.00	$72.85	$82,494.16	$1,661.91	$80,832.25
7/31/2017	PAY -73117	PAYROLL 7/31/2017	$151.71	$1,178.17	$82,645.87	$2,840.08	$79,805.79
	Total Activity		$82,645.87	$2,840.08			
	Ending Balance				$82,645.87	$2,840.08	$79,805.79

Cash In County Treasury
Aggregate

From 7/1/2017 thru 7/31/2017
Fund: 1300 (6150 60008) Cafeteria Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
7/1/2017	BB -0	BeginningBalanceRollover	$176,209.18	$3,407.53	$176,209.18	$3,407.53	$172,801.65
7/6/2017	TF -180008	#0005 PERS DIST CHRGS-7/10/2017 PAYROLL	$0.00	$61.91	$176,209.18	$3,469.44	$172,739.74
7/10/2017	PAY -71017	PAYROLL 7/10/2017	$82.04	$1,020.61	$176,291.22	$4,490.05	$171,801.17
7/14/2017	APY -20177	Accounts Payable 7/14/2017	$0.00	$885.18	$176,291.22	$5,375.23	$170,915.99
7/19/2017	TF -180091	17-18 4TH QTR-1ST INT 0001784316	$80.11	$0.00	$176,371.33	$5,375.23	$170,996.10
7/25/2017	TF -180079	#0057 PERS DIST CHRGS-JULY 2017 REG PAYR	$0.00	$173.06	$176,371.33	$5,548.29	$170,823.04
7/31/2017	PAY -73117	PAYROLL 7/31/2017	$199.03	$1,399.04	$176,570.36	$6,947.33	$169,623.03
	Total Activity		$176,570.36	$6,947.33			
	Ending Balance				$176,570.36	$6,947.33	$169,623.03

Cash In County Treasury
Aggregate

From 7/1/2017 thru 7/31/2017
Fund: 1400 (6150 60005) Deferred Maintenance Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
7/1/2017	BB -0	BeginningBalanceRollover	$100,867.38	$0.00	$100,867.38	$0.00	$100,867.38
7/19/2017	TF -180091	17-18 4TH QTR-1ST INT 0001784316	$47.28	$0.00	$100,914.66	$0.00	$100,914.66
	Total Activity		$100,914.66	$0.00			
	Ending Balance				$100,914.66	$0.00	$100,914.66

Cash In County Treasury
Aggregate

From 7/1/2017 thru 7/31/2017
Fund: 1500 (6150 60010) Pupil Transportation Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
7/1/2017	BB -0	BeginningBalanceRollover	$46,240.72	$0.00	$46,240.72	$0.00	$46,240.72
7/19/2017	TF -180091	17-18 4TH QTR-1ST INT 0001784316	$21.67	$0.00	$46,262.39	$0.00	$46,262.39
	Total Activity		$46,262.39	$0.00			
	Ending Balance				$46,262.39	$0.00	$46,262.39

Cash In County Treasury
Aggregate

From 7/1/2017 thru 7/31/2017
Fund: 1700 (6150 60020) Special Reserve Fund for Other Than Capital Outlay Projects

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
7/1/2017	BB -0	BeginningBalanceRollover	$105,309.24	$0.00	$105,309.24	$0.00	$105,309.24
7/19/2017	TF -180091	17-18 4TH QTR-1ST INT 0001784316	$49.36	$0.00	$105,358.60	$0.00	$105,358.60
	Total Activity		$105,358.60	$0.00			
	Ending Balance				$105,358.60	$0.00	$105,358.60

Cash In County Treasury
Aggregate

From 7/1/2017 thru 7/31/2017
Fund: 2000 (6150 60078) Special Reserve Fund for Postemployment Benefits

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
7/1/2017	BB -0	BeginningBalanceRollover	$283,996.84	$0.00	$283,996.84	$0.00	$283,996.84
7/19/2017	TF -180091	17-18 4TH QTR-1ST INT 0001784316	$133.12	$0.00	$284,129.96	$0.00	$284,129.96
	Total Activity		$284,129.96	$0.00			
	Ending Balance				$284,129.96	$0.00	$284,129.96

Cash In County Treasury
Aggregate

From 7/1/2017 thru 7/31/2017
Fund: 2100 (6150 65069) Building Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
7/1/2017	BB -0	BeginningBalanceRollover	$316.20	$0.00	$316.20	$0.00	$316.20
7/19/2017	TF -180091	17-18 4TH QTR-1ST INT 0001784316	$0.15	$0.00	$316.35	$0.00	$316.35
	Total Activity		$316.35	$0.00			
	Ending Balance				$316.35	$0.00	$316.35

Cash In County Treasury
Aggregate

From 7/1/2017 thru 7/31/2017
Fund: 2500 (6150 60006) Capital Facilities Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
7/1/2017	BB -0	BeginningBalanceRollover	$7,773.49	$0.00	$7,773.49	$0.00	$7,773.49
7/19/2017	TF -180091	17-18 4TH QTR-1ST INT 0001784316	$3.64	$0.00	$7,777.13	$0.00	$7,777.13
	Total Activity		$7,777.13	$0.00			
	Ending Balance				$7,777.13	$0.00	$7,777.13

Cash In County Treasury
Aggregate

From 7/1/2017 thru 7/31/2017
Fund: 3500 (6150 60066) County School Facilities Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
7/1/2017	BB -0	BeginningBalanceRollover	$14,126.42	$0.00	$14,126.42	$0.00	$14,126.42
7/19/2017	TF -180091	17-18 4TH QTR-1ST INT 0001784316	$6.62	$0.00	$14,133.04	$0.00	$14,133.04
	Total Activity		$14,133.04	$0.00			
	Ending Balance				$14,133.04	$0.00	$14,133.04

Cash In County Treasury
Aggregate

From 7/1/2017 thru 7/31/2017
Fund: 4000 (6150 60015) Special Reserve Fund for Capital Outlay Projects

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
7/1/2017	BB -0	BeginningBalanceRollover	$13,372.12	$0.00	$13,372.12	$0.00	$13,372.12
7/19/2017	TF -180091	17-18 4TH QTR-1ST INT 0001784316	$6.27	$0.00	$13,378.39	$0.00	$13,378.39
	Total Activity		$13,378.39	$0.00			
	Ending Balance				$13,378.39	$0.00	$13,378.39

Cash In County Treasury
Aggregate

From 7/1/2017 thru 7/31/2017
Fund: 5100 (6150 65070) Bond Interest and Redemption Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
7/1/2017	BB -0	BeginningBalanceRollover	$24,339.43	$0.00	$24,339.43	$0.00	$24,339.43
7/6/2017	TF -180205	18-PRIOR SECURED SUPP. 1ST 16/17 HV 00017	$4.11	$0.00	$24,343.54	$0.00	$24,343.54
7/17/2017	TF -180067	16-17 INTEREST 2ND DIST 0001783895	$3.75	$0.00	$24,347.29	$0.00	$24,347.29
7/19/2017	TF -180091	17-18 4TH QTR-1ST INT 0001784316	$9.95	$0.00	$24,357.24	$0.00	$24,357.24
7/31/2017	TF -180155	JV#0001784651 2004 GO BOND PAYMENT	$0.00	$21,923.13	$24,357.24	$21,923.13	$2,434.11
	Total Activity		$24,357.24	$21,923.13			
	Ending Balance				$24,357.24	$21,923.13	$2,434.11

WCESD BOARD OF TRUSTEES

ITEM NO. V.A.4
DATE: August 8, 2017

SUBJECT TITLE: Building Project for Washington Colony Update

Action _____ Discussion ___√___ Information _____

BACKGROUND

On June 22, 2017, Washington Colony received notification from the California Department of General Services (DGS)regarding the status of the District's Building Project Application submitted in April 2014. The Notification indicates that Washington Colony Elementary School District's Building project application status has moved from the (Acknowledge List) to the OPSC's Workload List..

CONSIDERATION

Washington Colony Elementary School District has engaged in conversation with the architects in order to discuss the next steps regarding the Building Project. The status of the application indicates placement in the OPSC's workload list. The district will be expecting additional notifications from DGS in order to determine the timeline for the funding allocation. It is projected for the district to receive funding within the next 18 months. The board will also discuss the Project Plan extensions already given by Department of State Architects (DSA).

DGS CALIFORNIA DEPARTMENT OF GENERAL SERVICES

Governor Edmund G. Brown Jr.

JUN 22 2017

June 20, 2017

Mr. Dale H. Drew
Washington Colony Elementary
130 East Lincoln Avenue
Fresno, CA 93706

Mr. Drew:

The State Allocation Board (Board) took action on June 5, 2017 to move the District's project at the Washington Colony Elementary School, Office of Public School Construction (OPSC) Application Number 50/62513-00-001, from the Applications Received Beyond Bond Authority List (Acknowledged List) to OPSC's Workload List. The approved Board Agenda can be found on OPSC's website at the following address:

http://www.dgs.ca.gov/opsc/aboutus/sab/archives.aspx

Now that the projects formerly on the Acknowledged List have been moved to the Workload List, OPSC will begin processing those projects in date order received as they appeared on the Acknowledged List. After the District's project is processed, it will be presented to the Board for an unfunded approval and placement on the Unfunded List (Lack of AB 55 Loans). At that point, to be eligible to receive a funded approval, the District must participate in a Priority Funding certification round following the unfunded approval. If the unfunded approval is awarded during a certification round, the District may participate in that round provided it's after the unfunded approval date. Information on this process, including certification requirements, can be found on OPSC's website at the following address:

http://www.dgs.ca.gov/opsc/Home/PriorityFunding.aspx

Please also make note of the following:

Grant Agreement
At the June 5, 2017 meeting, the Board approved a grant agreement template and corresponding regulation amendments that require a signed grant agreement to be submitted either prior to, or concurrently with, the *Fund Release Authorization* (Form SAB 50-05) when requesting a fund release. A copy of a grant agreement template tailored to your project will be sent to the District after the project receives an unfunded approval. The District may sign and return the grant agreement at any time between when it is received and when the Form SAB 50-05 is submitted for a fund release request.

New Construction Eligibility
In considering processing of applications on the Acknowledged List, the Board determined that the projects will be processed *"based on the regulations in effect at the time of submittal with one exception. Districts requesting new construction funding would be required to submit new construction eligibility updates for the enrollment year in which the application was processed by OPSC."* Meaning that at such time the district's application is processed by OPSC, the eligibility

for that project must be updated using the enrollment for the reporting year in which the application is processed in order to justify the grants being requested in the funding application.

Should you have any questions, or if you would like to discuss the next steps for your project, please feel free to contact me at (916) 376-1646, or Michael.watanabe@dgs.ca.gov.

Sincerely,

MICHAEL WATANABE
Chief, Program Services
Office of Public School Construction

WCESD BOARD OF TRUSTEES

ITEM NO. V.A.5
DATE: August 8, 2017

SUBJECT TITLE: Quarterly Report on Williams Uniform Complaints

Action _____ Discussion ___√___ Information _____

BACKGROUND

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

CONSIDERATION

The Quarterly Report on Williams Uniform Complaints for the period ending July 31, 2017, follows for your review.

Quarterly Report on Williams Uniform Complaints

[Education Code § 35186]

District: Washington Colony Elementary

Person completing this form: Jesus Cruz Title: Superintendent

Quarterly Report Submission Date: (*check one*)

- ☐ April 2017
- ☒ July 2017
- ☐ October 2017
- ☐ January 2018

Date for information to be reported publicly at governing board meeting: August 8, 2017

Please check the box that applies:

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

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

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

Jesus Cruz

Print Name of District Superintendent

Jesus B. Cruz

Signature of District Superintendent

8/08/2017

Date

WCESD BOARD OF TRUSTEES

ITEM NO. V.A.6
DATE: August 8, 2017

SUBJECT TITLE: Superintendent's Report

Action _____ Discussion _____ Information ___√___

BACKGROUND

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

CONSIDERATION

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

1) Professional Development Plan 2017 - 18**
2) Summer Facility Projects Update 2017**

WCESD BOARD OF TRUSTEES

ITEM NO. V.A.7
DATE: August 8, 2017

SUBJECT TITLE: LOCAL CONTROL AND ACCOUNTABILITY PLAN REVIEW 1 UPDATE

Action _____ Discussion ___√___ Information _____

RECOMMENDATION

The FCOE Student Services Director of LCAP and Compliance department and the Fiiscal Department have completed a Review 1 and has provided input on the Washington Colony Elementary School District's Local Control Accountability Plan Update.

BACKGROUND

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

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

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

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

A public hearing to solicit recommendations and comments of the public regarding the specific actions and expenditures proposed to be included in the LCAP was held on Tuesday, June 13, 2017. The budget hearing required pursuant to Education Code 42127 and AR 3100 *Budget* was held at the same meeting. The LCAP and Budget were approved at the Tuesday, June 27, 2017 Regular Board Meeting.

CONSIDERATION

The WCESD administration is informing the board the LCAP Review 1 recommendation given by FCOE in order to review the different LCAP sections.

LOCAL CONTROL ACCOUNTABILITY PLAN SUMMARY 2017-18

LCAP Highlights

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

Goals & Actions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Estimated Supplemental and Concentration Grant Funds: $1,052,349 Improved Services: 34.99%

WCESD BOARD OF TRUSTEES

ITEM NO. V.B.1
DATE: August 8, 2017

SUBJECT TITLE: ADA/ENROLLMENT REPORT (report generated 8/4/17)

Action _____ Discussion _____ Information ___√___

BACKGROUND

Washington Colony Elementary School August Enrollment Report for the school year 2017-2018.

CONSIDERATION

The WCESD enrollment report for August; 2017-18 school year follows for your review.

Enrollment by Teacher
Period Ending 08/04/2017
Month 1

Teacher	*Grade Level(s)*	*# of Students*	*YTD ADA*
Davis	K	24	
Smith	TK	10	
Morales	K	26	
Partlow	1	23	
Schaffer	1	24	
Pallas	2	22	
Sweet	2	23	
Espinosa	3	21	
Hefley	3	21	
Owens	3	30	
Obeid	4	28	
Smith, B	5	24	
Hawkins	5	24	
Martinez	6	23	
Gray	6	24	
Green	7	22	
Showalter	7	22	
Marquez	8	16	
Silva	8	15	
Taylor	K-8 SDC	9	
TOTALS:		431	

ACTION ITEMS

WCESD BOARD OF TRUSTEES

ITEM NO. VI.A.1
DATE: August 8, 2017

SUBJECT TITLE: Temporary Inter-Fund Transfer of Special or Restricted Moneys

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Adopt Resolution No. 17/18-01 to establish temporary inter-fund transfers of special or restricted fund moneys.

BACKGROUND

Transfers may be made from the designated fund balance or the unappropriated fund balance to any expenditure classification or between expenditure classifications by the Governing Board on adoption of a resolution by a majority vote.

The resolution must be approved by the County Superintendent of Schools and filed with the county auditor. (Education Code 42600)

The Board may also direct that monies held in any fund or account be temporarily transferred from one or more of these accounts to another fund or account to be used for the payment of obligations of the district, with limitations as set by Education Code 42603. The transfer shall be accounted for as temporary borrowing and shall not be available for appropriation or be considered income to the borrowing fund or account. (Education Code 42603)

CONSIDERATION

The governing board on any school district may direct that moneys held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations as authorized by Education Code 42603.

Approve Resolution No. 17/18-01 *Resolution to Establish Temporary Interfund Transfers of Special or Restricted Moneys*

Moved by _____ Second _____

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

WASHINGTON COLONY ELEMENTARY SCHOOL DISTRICT

RESOLUTION NO. 17/18-01

RESOLUTION TO ESTABLISH TEMPORARY INTERFUND TRANSFERS OF SPECIAL OR RESTRICTED FUND MONEYS

ON MOTION of Member _____, seconded by Member _____ _____, the following resolution is hereby adopted:

WHEREAS, the governing board of any school district may direct that moneys held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations as authorized by Education Code Section 42603; and

WHEREAS, the transfer shall be accounted for as temporary borrowing between funds or accounts and shall not be available for appropriation or be considered income to the borrowing fund or account; and

WHEREAS, amounts transferred shall be repaid either in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year;

NOW THEREFORE, BE IT RESOLVED that the Governing Board of the Washington Colony Elementary School, in accordance with the provisions of Education Code section 42603 adopts the following authorization for fiscal year 2017-2018 to temporarily transfer funds between District funds provided that all transfers are approved by the Superintendent or his designee.

PASSED AND ADOPTED by the Governing Board on August 8th, 2017, by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA;

COUNTY OF FRESNO;

I, _____ , Clerk/Secretary of the Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of a resolution passed and adopted by the Board at a regularly called and conducted meeting held on said date.

WITNESSED my hand this 8th day of August, 2017.

_____

Gary Chavez, Clerk of the Governing Board

WCESD BOARD OF TRUSTEES

ITEM NO. VI.A.2
DATE: August 8, 2017

SUBJECT TITLE: WARRANTS

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Review and ratify warrants paid for the period June 1 – June 30, 2017 and July 1 – July 31, 2017.

BACKGROUND

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

CONSIDERATION

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

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

Moved by _____ Second _____

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

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
1563-A&J TRUCK & AUTO REPAIR INC	512028078	PV-170248	BUS REPAIRS	0100-07230-0-0000-3600-560005-000-00	58.15
		PV-170250	BUS REPAIR	0100-07230-0-0000-3600-560005-000-00	646.40
		PV-170249	BUS REPAIRS	0100-07230-0-0000-3600-560005-000-00	58.15
				Warrant Total:	**762.70**
				Vendor Total:	**762.70**
3-ACADEMIC CAP & GOWN	512025139	PO-170316	GOLD HONOR CORD FOR VAL	0100-00000-0-0000-2700-430013-000-00	210.55
				Warrant Total:	**210.55**
				Vendor Total:	**210.55**
1540-ACE TROPHY SHOP	512025140	PO-170326	4X6 PLAQUES FOR SPORT BAN	0100-09000-0-1135-4200-430000-000-00	116.61
				Warrant Total:	**116.61**
				Vendor Total:	**116.61**
970-ADOLPH'S A-1 TREE SERVICE	512025141	PV-170245	TREE REMOVAL GRINDED	0100-81500-0-0000-8100-560013-000-00	6,200.00
				Warrant Total:	**6,200.00**
				Vendor Total:	**6,200.00**
387-AMERIPRIDE UNIFORM SERVICE IN	512025142	PO-170080	2016-2017 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	66.97
		PO-170080	2016-2017 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	88.97
		PO-170080	2016-2017 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	66.97
		PO-170080	2016-2017 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	80.97
		PO-170080	2016-2017 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	66.97
		PO-170080	2016-2017 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	80.97
		PO-170080	2016-2017 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	66.97
		PO-170080	2016-2017 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	80.97
				Warrant Total:	**599.76**
	512028079	PO-170080	2016-2017 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	66.97
		PO-170080	2016-2017 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	88.97
				Warrant Total:	**155.94**
				Vendor Total:	**755.70**
1391-APPLE INC.	512025143	PO-170322	D6701Z/A VOLUME PURCHSE P	0100-11000-0-1110-1000-430000-000-00	250.00
				Warrant Total:	**250.00**
	512028080	PO-170329	MD506LL/A APPLE 85W MAGS/	0100-09000-0-0000-2420-430000-000-00	351.76
				Warrant Total:	**351.76**
				Vendor Total:	**601.76**
1265-ATKINSON ANDELSON LOYA RUU	512025144	PO-170325	LEGAL BILL FOR APRIL	0100-00000-0-0000-7200-580018-000-00	1,010.63

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
				Warrant Total:	**1,010.63**
	512031552	PO-170345	LEGAL BILL FOR MAY	0100-00000-0-0000-7200-580018-000-00	1,404.38
				Warrant Total:	**1,404.38**
				Vendor Total:	**2,415.01**
1301-B FRESH PRODUCE INC.	512025145	PO-170120	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	36.75
		PO-170120	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	164.00
		PO-170120	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	345.50
		PO-170120	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-07	69.75
		PO-170120	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	438.25
		PO-170120	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-07	24.75
				Warrant Total:	**1,079.00**
	512028081	PO-170335	OPEN PURCHASE ORDER FOR :	1300-53300-0-0000-3700-470001-000-00	426.50
				Warrant Total:	**426.50**
	512031553	PO-170335	OPEN PURCHASE ORDER FOR :	1300-53300-0-0000-3700-470001-000-00	119.50
				Warrant Total:	**119.50**
				Vendor Total:	**1,625.00**
870-CABRERA, HELEN	512025146	PV-170246	70 GRAD GOWNS	0100-00000-0-0000-2700-580000-000-00	280.00
				Warrant Total:	**280.00**
				Vendor Total:	**280.00**
375-CALIFORNIA'S VALUED TRUST	512025147	PV-170247	CERTIFICATED	0100-00010-0-0000-0000-951400-000-00	35,286.75
		PV-170247	MANAGMENT	0100-00010-0-0000-0000-951400-000-00	3,224.53
		PV-170247	TRUSTEES	0100-00010-0-0000-0000-951400-000-00	6,197.04
		PV-170247	CLASSIFIED	0100-00010-0-0000-0000-951400-000-00	7,036.29
				Warrant Total:	**51,744.61**
	512025148	PV-170247	PRESCHOOL	1200-00010-0-0000-0000-951400-000-00	7.56
		PV-170247	PRESCHOOL	1200-00010-0-0000-0000-951400-000-00	1,525.51
				Warrant Total:	**1,533.07**
	512025149	PV-170247	CAFETERIA	1300-00010-0-0000-0000-951400-000-00	885.18
				Warrant Total:	**885.18**
				Vendor Total:	**54,162.86**
614-CDW GOVERNMENT LLC	512029404	PO-170328	4075128 HP OFFICEJET PRO 87	0100-11000-0-1110-1000-430000-000-00	268.79
				Warrant Total:	**268.79**
				Vendor Total:	**268.79**

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
1475-CENTRAL UNION SCHOOL DISTRIC	512031554	PV-170277	coop bid cost	1300-53100-0-0000-3700-580000-000-00	75.99
				Warrant Total:	**75.99**
				Vendor Total:	**75.99**
1345-CENTRAL VALLEY SPORTS	512025150	PO-170331	6511 BLACK HATS	0100-09000-0-1135-4200-430000-000-00	764.46
				Warrant Total:	**764.46**
				Vendor Total:	**764.46**
544-CIT	512025151	PO-170301	2016-2017 OPEN PURCHASE OR	0100-00000-0-1110-1000-560008-100-82	616.54
				Warrant Total:	**616.54**
	512029405	PO-170301	2016-2017 OPEN PURCHASE OR	0100-00000-0-1110-1000-560008-100-82	616.54
				Warrant Total:	**616.54**
				Vendor Total:	**1,233.08**
915-CRYSTAL CREMERY	512025152	PO-170305	OPEN PURCHASE ORDER FOR	1300-53100-0-0000-3700-470001-000-00	257.34
		PO-170305	OPEN PURCHASE ORDER FOR	1300-53100-0-0000-3700-470001-000-00	67.89
		PO-170277	OPEN PURCHASE ORDER FOR	1300-53100-0-0000-3700-470001-000-00	244.63
		PO-170305	OPEN PURCHASE ORDER FOR	1300-53100-0-0000-3700-470001-000-00	254.82
		PO-170305	OPEN PURCHASE ORDER FOR	1300-53100-0-0000-3700-470001-000-00	120.96
		PO-170119	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	263.96
		PO-170305	OPEN PURCHASE ORDER FOR	1300-53100-0-0000-3700-470001-000-00	208.24
				Warrant Total:	**1,417.84**
	512028082	PO-170336	OPEN PURCHASE ORDER FOR	1300-53300-0-0000-3700-470001-000-00	379.82
				Warrant Total:	**379.82**
				Vendor Total:	**1,797.66**
1208-CULLIGAN INC.	512028083	PO-170086	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-8100-560000-000-00	74.00
				Warrant Total:	**74.00**
				Vendor Total:	**74.00**
11-DATAVAULT INC	512028084	PV-170251	maint supplies	0100-81500-0-0000-8100-430018-000-00	215.94
				Warrant Total:	**215.94**
	512031555	PV-170282	shred boxes	0100-81500-0-0000-8100-580000-000-00	126.00
				Warrant Total:	**126.00**
				Vendor Total:	**341.94**
585-DAVIS, KIM	512031556	PV-170286	REIMB	0100-00010-0-0000-0000-951400-000-00	36.35
		PV-170287	REIMB	0100-00010-0-0000-0000-951400-000-00	36.35
		PV-170287	REIMB	0100-00010-0-0000-0000-951400-000-00	36.35

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
	512031556	PV-170287	REIMB	0100-00010-0-0000-0000-951400-000-00	36.35
				Warrant Total:	**145.40**
				Vendor Total:	**145.40**
1579-DUERR EVALUATION RESOURCES	512025153	PO-170321	CALIFORNIA HEALTHY KIDS C	0100-00000-0-1110-1000-430000-200-00	300.00
				Warrant Total:	**300.00**
				Vendor Total:	**300.00**
114-ENVIROCLEAN INC	512028085	PV-170252	MAINT SUPPLIES	0100-81500-0-0000-8100-430018-000-00	407.05
				Warrant Total:	**407.05**
				Vendor Total:	**407.05**
1376-ERVIN, CARLY	512031557	PV-170283	INS REIMBURSEMENT	0100-00010-0-0000-0000-951400-000-00	72.00
				Warrant Total:	**72.00**
				Vendor Total:	**72.00**
557-FERGUSON ENTERPRISES INC	512025154	PV-170240	MAINT SUPPLIES	0100-81500-0-0000-8100-430018-000-00	1,309.80
				Warrant Total:	**1,309.80**
	512031558	PV-170276	maint supplies	0100-81500-0-0000-8100-430018-000-00	494.17
				Warrant Total:	**494.17**
				Vendor Total:	**1,803.97**
122-FOCUS PACKAGING AND SUPPLY I	512029406	PV-170275	custodial supplies	0100-81500-0-0000-8100-430006-000-00	196.46
				Warrant Total:	**196.46**
				Vendor Total:	**196.46**
127-FRESNO COUNTY OFFICE OF EDUC.	512025155	PO-170327	DESKTOP IT SUPPORT FOR AP	0100-09000-0-0000-2420-580010-000-92	4,290.00
				Warrant Total:	**4,290.00**
	512029407	PO-170074	2016-2017 OPEN PURCHASE OR	0100-09000-0-1110-3130-580010-000-87	387.90
				Warrant Total:	**387.90**
	512031559	PO-170343	2016-2017 SERVICE AGREEMEN	0100-00000-0-0000-2420-580010-000-00	1,487.50
				Warrant Total:	**1,487.50**
				Vendor Total:	**6,165.40**
131-FRESNO OXYGEN INC.	512028086	PO-170193	2016-2017 OPEN PURCHASE OR	0100-81500-0-0000-8100-560000-000-00	48.36
				Warrant Total:	**48.36**
				Vendor Total:	**48.36**
135-G W SCHOOL SUPPLY	512029408	PO-170337	OPEN PURCHASE ORDER FOR]	0100-31500-0-1172-1000-430000-000-00	49.90

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
				Warrant Total:	**49.90**
				Vendor Total:	**49.90**
141-GLACIER REFRIGERATION & AIR	512028087	PV-170253	BUILDING REPAIR	0100-81500-0-0000-8100-560003-000-00	666.10
				Warrant Total:	**666.10**
	512031560	PV-170281	repairs	0100-81500-0-0000-8100-560003-000-00	1,745.88
				Warrant Total:	**1,745.88**
				Vendor Total:	**2,411.98**
1356-GOODFELLOW OCCUPATIONAL TE	512028088	PO-170273	2016-2017 OPEN PURCHASE OR	0100-33100-0-5770-1190-580000-000-79	1,025.00
				Warrant Total:	**1,025.00**
	512029409	PO-170273	2016-2017 OPEN PURCHASE OR	0100-33100-0-5770-1190-580000-000-79	75.00
				Warrant Total:	**75.00**
				Vendor Total:	**1,100.00**
830-GRAINGER INC	512028089	PV-170254	MAINT SUPPLIES	0100-81500-0-0000-8100-430018-000-00	8.45
		PV-170255	MAINT SUPPLIES	0100-81500-0-0000-8100-430018-000-00	63.66
				Warrant Total:	**72.11**
				Vendor Total:	**72.11**
1445-GREEN VALLEY RECYCLING INC	512031561	PO-170090	2016-2017 OPEN PURCHASE OR	0100-81500-0-0000-8100-560000-000-00	20.00
				Warrant Total:	**20.00**
				Vendor Total:	**20.00**
1582-GREEN, MARTHA	512031562	PV-170285	INS REIMB	0100-00010-0-0000-0000-951400-000-00	53.34
				Warrant Total:	**53.34**
				Vendor Total:	**53.34**
1497-HERNANDEZ, JESUS C	512025156	PV-170239	PARKING	0100-11000-0-0000-2700-520000-000-76	3.50
		PV-170239	PARKING	0100-11000-0-0000-7150-520000-000-76	1.50
		PV-170239	PARKING	0100-11000-0-0000-2700-520000-000-76	3.50
		PV-170239	PARKING	0100-11000-0-0000-7150-520000-000-76	1.50
				Warrant Total:	**10.00**
				Vendor Total:	**10.00**
160-HOBART	512028090	PO-170338	HOBART CARE UNLIMITED F	1300-53100-0-0000-8100-560000-000-00	1,014.06
		PO-170339	CONVECTION OVEN REPAIR F	1300-53100-0-0000-8100-560000-000-00	969.93
				Warrant Total:	**1,983.99**
				Vendor Total:	**1,983.99**

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
1361-ILLUMINATE EDUCATION INC	512028091	PO-170315	1.5 DAYS OF TRAINING SCHED	0100-40350-0-1110-1000-520000-000-00	750.00
				Warrant Total:	**750.00**
				Vendor Total:	**750.00**
751-IVS COMPUTER TECHNOLOGY INC	512028092	PO-170307	LABOR UNINSTALL OF EXIS	0100-09000-0-1110-1000-440000-000-00	600.00
				Warrant Total:	**600.00**
	512029410	PO-170306	SMA SPNL-6275 SMART BOAR	0100-09000-0-1110-1000-440000-000-00	26,591.21
				Warrant Total:	**26,591.21**
				Vendor Total:	**27,191.21**
1192-JORGENSEN COMPANY INC	512028093	PV-170257	FIRE SPRINKLER REPAIR	0100-81500-0-0000-8100-550002-000-00	324.95
		PV-170256	SPRINKLER REPAIR	0100-81500-0-0000-8100-550002-000-00	190.00
				Warrant Total:	**514.95**
				Vendor Total:	**514.95**
1447-KAMRAN AND COMPANY INC	512031563	PO-170314	CUSTOM MODEL NO. CUSTO	1300-53100-0-0000-3700-430008-000-00	1,565.50
		PO-170314	CUSTOM MODEL NO. CUSTO	1300-53100-0-0000-3700-440000-000-00	5,936.28
				Warrant Total:	**7,501.78**
				Vendor Total:	**7,501.78**
1400-MARTINEZ, OSA	512028094	PV-170258	SCIENCE OLYMPIAD SUPPLIE	0100-90160-0-1110-1000-430000-000-00	36.52
				Warrant Total:	**36.52**
				Vendor Total:	**36.52**
1551-MIRACLE PLAYSYSTEMS INC	512025157	PO-170292	982403P S TRY RING FOR PLA	0100-81500-0-0000-8100-560000-000-00	762.81
				Warrant Total:	**762.81**
				Vendor Total:	**762.81**
220-MISSION LINEN SUPPLY INC.	512025158	PO-170121	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-8100-550005-000-00	73.83
		PO-170121	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-8100-550005-000-00	73.83
		PO-170121	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-8100-550005-000-00	73.83
				Warrant Total:	**221.49**
				Vendor Total:	**221.49**
377-OFFICE DEPOT	512029411	PO-170342	CAFETERIA SUPPLIES SEE AT	0100-31500-0-1172-1000-430000-000-00	53.80
		PO-170342	CAFETERIA SUPPLIES SEE AT	0100-11000-0-1110-1000-430000-000-00	98.78
		PO-170342	CAFETERIA SUPPLIES SEE AT	0100-31500-0-1172-1000-430000-000-00	58.11
		PO-170342	CAFETERIA SUPPLIES SEE AT	0100-11000-0-1110-1000-430000-000-00	39.40
		PO-170342	CAFETERIA SUPPLIES SEE AT	0100-31500-0-1172-1000-430000-000-00	13.03
		PO-170342	CAFETERIA SUPPLIES SEE AT	0100-31500-0-1172-1000-430000-000-00	32.27

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
	512029411	PO-170342	CAFETERIA SUPPLIES SEE AT	0100-31500-0-1172-1000-430000-000-00	71.82
		PO-170342	CAFETERIA SUPPLIES SEE AT	0100-31500-0-1172-1000-430000-000-00	2.09
		PO-170342	CAFETERIA SUPPLIES SEE AT	0100-00000-0-1110-1000-430000-100-49	4.36
		PO-170342	CAFETERIA SUPPLIES SEE AT	0100-11000-0-1110-1000-430000-000-00	69.12
		PO-170342	CAFETERIA SUPPLIES SEE AT	0100-31500-0-1172-1000-430000-000-00	97.07
		PO-170342	CAFETERIA SUPPLIES SEE AT	0100-00000-0-1110-1000-430000-200-64	39.51
		PO-170342	CAFETERIA SUPPLIES SEE AT	0100-11000-0-1110-1000-430000-000-00	391.70
		PO-170342	CAFETERIA SUPPLIES SEE AT	0100-31500-0-1172-1000-430000-000-00	94.66
		PO-170342	CAFETERIA SUPPLIES SEE AT	0100-11000-0-1110-1000-430000-000-00	87.23
		PO-170342	CAFETERIA SUPPLIES SEE AT	0100-11000-0-1110-1000-430000-000-00	69.69
		PO-170342	CAFETERIA SUPPLIES SEE AT	0100-00000-0-1110-1000-430000-100-57	26.18
		PO-170342	CAFETERIA SUPPLIES SEE AT	0100-00000-0-1110-1000-430000-100-57	25.90
		PO-170342	CAFETERIA SUPPLIES SEE AT	0100-00000-0-1110-1000-430000-100-57	33.01
		PO-170342	CAFETERIA SUPPLIES SEE AT	0100-00000-0-1110-1000-430000-100-57	87.34
		PO-170342	CAFETERIA SUPPLIES SEE AT	0100-00000-0-0000-7150-430013-000-00	66.79
		PO-170342	CAFETERIA SUPPLIES SEE AT	0100-00000-0-0000-7150-430013-000-00	44.32
		PO-170342	CAFETERIA SUPPLIES SEE AT	0100-00000-0-0000-7300-430014-000-45	10.25
		PO-170342	CAFETERIA SUPPLIES SEE AT	0100-00000-0-0000-7300-430014-000-45	23.28
				Warrant Total:	**1,539.71**
	512029412	PO-170342	CAFETERIA SUPPLIES SEE AT	1200-61050-0-0001-1000-430000-000-00	259.08
				Warrant Total:	**259.08**
	512029413	PO-170342	CAFETERIA SUPPLIES SEE AT	1300-53100-0-0000-3700-430008-000-00	12.61
		PO-170342	CAFETERIA SUPPLIES SEE AT	1300-53100-0-0000-3700-430008-000-00	496.47
		PO-170342	CAFETERIA SUPPLIES SEE AT	1300-53100-0-0000-3700-430008-000-00	1.28
				Warrant Total:	**510.36**
	512031564	PV-170278	HEFLEY SUMMER SCHOOL SU	0100-31500-0-1172-1000-430000-000-00	13.03
				Warrant Total:	**13.03**
1200-ORTIZ, REBECCA				**Vendor Total:**	**2,322.18**
	512031565	PV-170279	SANGER CO OP MTG	1300-53100-0-0000-3700-520000-000-00	29.90
				Warrant Total:	**29.90**
1581-OWENS, DIANA				**Vendor Total:**	**29.90**
	512031566	PV-170284	INS REIMB	0100-00010-0-0000-0000-951400-000-00	72.00
				Warrant Total:	**72.00**
1280-P & R PAPER SUPPLY COMPANY I				**Vendor Total:**	**72.00**
	512025159	PO-170117	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-430008-000-00	387.84

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
	512025159	PO-170117	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-430008-000-00	261.84
		PO-170117	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-430008-000-00	298.15
				Warrant Total:	**947.83**
				Vendor Total:	**947.83**
385-PACIFIC GAS & ELECTRIC INC	512025160	PO-170079	2016-2017 OPEN PURCHASE OR	0100-81500-0-0000-8100-550001-000-00	152.91
		PO-170079	2016-2017 OPEN PURCHASE OR	0100-81500-0-0000-8100-550001-000-00	1,244.30
		PO-170079	2016-2017 OPEN PURCHASE OR	0100-81500-0-0000-8100-550001-000-00	2,086.05
		PO-170079	2016-2017 OPEN PURCHASE OR	0100-81500-0-0000-8100-550001-000-00	274.86
		PO-170079	2016-2017 OPEN PURCHASE OR	0100-81500-0-0000-8100-550001-000-00	2,332.35
				Warrant Total:	**6,090.47**
				Vendor Total:	**6,090.47**
1522-PALM MEDICAL GROUP INC	512028095	PV-170259	PREEMPLOYMENT	0100-07230-0-0000-3600-580025-000-00	25.00
		PV-170260	RECERTIFICATION	0100-07230-0-0000-3600-580025-000-00	79.00
		PV-170261	RE CERTIFICATION	0100-07230-0-0000-3600-580025-000-00	89.00
				Warrant Total:	**193.00**
				Vendor Total:	**193.00**
1403-PRESCENCE LEARNING INC	512028096	PO-170191	2016-2017 OPEN PURCHASE OR	0100-65000-0-5770-3150-580000-000-78	1,125.00
				Warrant Total:	**1,125.00**
	512029414	PO-170191	2016-2017 OPEN PURCHASE OR	0100-65000-0-5770-3150-580000-000-78	1,500.00
				Warrant Total:	**1,500.00**
	512031567	PO-170191	2016-2017 OPEN PURCHASE OR	0100-65000-0-5770-3150-580000-000-78	5,415.41
		PO-170191	2016-2017 OPEN PURCHASE OR	0100-65000-0-5770-3150-580000-000-78	375.00
		PO-170191	2016-2017 OPEN PURCHASE OR	0100-65000-0-5770-3150-580000-000-78	1,500.00
				Warrant Total:	**7,290.41**
				Vendor Total:	**9,915.41**
1312-ROBERT V. JENSEN INC.	512025161	PO-170323	2016-2017 OPEN PURCHASE OR	0100-07230-0-0000-3600-430009-000-00	659.49
				Warrant Total:	**659.49**
	512028097	PO-170323	2016-2017 OPEN PURCHASE OR	0100-07230-0-0000-3600-430009-000-00	466.58
				Warrant Total:	**466.58**
	512031568	PO-170323	2016-2017 OPEN PURCHASE OR	0100-07230-0-0000-3600-430009-000-00	661.89
				Warrant Total:	**661.89**
				Vendor Total:	**1,787.96**
1566-ROSETTA STONE LTD	512029415	PO-170330	ROSETTA STONE ADVANTAG	0100-42030-0-1110-1000-580000-000-00	5,960.00

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
				Warrant Total:	**5,960.00**
				Vendor Total:	**5,960.00**
279-SAN JOAQUIN PEST CONTROL INC	512025162	PV-170241	GOPHER HAWK KIT	0100-81500-0-0000-8100-550006-000-00	120.00
				Warrant Total:	**120.00**
	512028098	PO-170106	2016-2017 OPEN PURCHASE OR	0100-81500-0-0000-8100-550006-000-00	65.00
				Warrant Total:	**65.00**
	512029416	PO-170289	FUMIGATE MIDDLE SCHOOL C	0100-81500-0-0000-8100-550006-000-00	4,000.00
				Warrant Total:	**4,000.00**
				Vendor Total:	**4,185.00**
1362-SCHOOL FOOD CONSULTANTS GR(	512025163	PO-170123	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-580000-000-85	1,856.25
				Warrant Total:	**1,856.25**
				Vendor Total:	**1,856.25**
1263-SPARKLETTS	512028099	PO-170232	OPEN PURCHASE ORDER FOR `	0100-81500-0-0000-8100-550009-000-00	138.97
				Warrant Total:	**138.97**
				Vendor Total:	**138.97**
308-SPURR	512029417	PO-170108	2016-2017 OPEN PURCHASE OR	0100-81500-0-0000-8100-550003-000-00	456.10
				Warrant Total:	**456.10**
				Vendor Total:	**456.10**
1580-STEVE WEISS MUSIC	512029418	PO-170333	LLP236D LP MOUNT ALL BAR	0100-09000-0-1155-1000-430000-000-75	112.89
				Warrant Total:	**112.89**
				Vendor Total:	**112.89**
815-SUBURBAN PROPANE LP	512028100	PV-170262	MAINT SUPPLIES	0100-81500-0-0000-8100-430018-000-00	17.59
				Warrant Total:	**17.59**
				Vendor Total:	**17.59**
203-SYSCO FOOD SERVICE OF CENTRA	512025164	PO-170276	OPEN PURCHASE ORDER FOR]	0100-00000-0-0000-7110-430014-000-00	68.99
				Warrant Total:	**68.99**
	512025165	PO-170332	OPEN PURCHASE ORDER FOR (	1300-53100-0-0000-3700-470001-000-00	76.16
		PO-170332	OPEN PURCHASE ORDER FOR (	1300-53100-0-0000-3700-470001-000-00	31.12
		PO-170332	OPEN PURCHASE ORDER FOR (	1300-53100-0-0000-3700-470001-000-00	1,220.76
		PO-170332	OPEN PURCHASE ORDER FOR (	1300-53100-0-0000-3700-470001-000-00	231.21
		PO-170332	OPEN PURCHASE ORDER FOR (	1300-53100-0-0000-3700-470001-000-00	2,072.54
		PO-170116	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	1,496.90

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
	512025165	PO-170116	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-07	200.35
		PO-170116	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-07	210.30
		PO-170116	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-07	110.64
		PO-170116	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-07	231.98
		PO-170116	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-07	78.32
		PO-170116	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	2,181.64
		PO-170116	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	1,498.42
		PO-170116	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	2,129.82
					28.24
	512028101	PV-170263	SUPPLIES		**Warrant Total: 11,798.40**
				0100-11000-0-1110-1000-430000-000-00	71.23
	512028102	PO-170334	OPEN PURCHASE ORDER FOR	1300-53300-0-0000-3700-470001-000-00	**Warrant Total: 71.23**
					1,313.61
	512029419	PO-170334	OPEN PURCHASE ORDER FOR	1300-53300-0-0000-3700-470001-000-00	**Warrant Total: 1,313.61**
					1,168.10
	512031569	PO-170116	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-07	**Warrant Total: 1,168.10**
					290.92
					Warrant Total: 290.92
332-THE HOME DEPOT CREDIT SERVICE	512025166	PV-170242	MAINT SUPPLIES		**Vendor Total: 14,711.25**
				0100-81500-0-0000-8100-430018-000-00	41.48
	512031570	PV-170280	maint supplies		**Warrant Total: 41.48**
				0100-81500-0-0000-8100-430018-000-00	57.66
					Warrant Total: 57.66
1283-THOMPSON, BETTY W	512028103	PO-170159	2016-2017 OPEN PURCHASE OR	0100-00000-0-0000-7300-580000-000-00	**Vendor Total: 99.14**
					756.00
	512029420	PO-170159	2016-2017 OPEN PURCHASE OR	0100-00000-0-0000-7300-580000-000-00	**Warrant Total: 756.00**
					756.00
					Warrant Total: 756.00
136-TOSHIBA AMERICA BUSINESS SOLU	512025167	PO-170103	2016-2017 OPEN PURCHASE OR	0100-09000-0-1110-1000-560008-200-84	**Vendor Total: 1,512.00**
					736.39
	512029421	PO-170103	2016-2017 OPEN PURCHASE OR	0100-09000-0-1110-1000-560008-200-84	**Warrant Total: 736.39**
					736.39
					Warrant Total: 736.39

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
				Vendor Total:	**1,472.78**
1129-U.S. BANK NATIONAL ASSOCIATIO	512025168	PV-170243	FAX MACHINE	0100-00000-0-0000-2700-430013-000-00	142.24
		PV-170243	CRUZ AGENDA MTG	0100-11000-0-0000-2700-520000-000-76	17.70
		PV-170243	CRUZ AGENDA MTG	0100-11000-0-0000-7150-520000-000-76	7.58
				Warrant Total:	**167.52**
				Vendor Total:	**167.52**
1568-VALERO FLEET SERVICES	512028104	PO-170324	2016-2017 OPEN PURCHASE OR	0100-07230-0-0000-3600-430009-000-00	129.71
				Warrant Total:	**129.71**
				Vendor Total:	**129.71**
1377-VERIZON WIRELESS	512029422	PO-170104	2016-2017 OPEN PURCHASE OR	0100-00000-0-0000-8100-590006-000-00	5.25
				Warrant Total:	**5.25**
				Vendor Total:	**5.25**
362-WASHINGTON COLONY	512029423	PV-170266	parent meeting	0100-09000-0-0000-2495-430000-000-00	80.00
		PV-170268	parent training	0100-09000-0-0000-2495-430000-000-00	40.00
		PV-170274	reading program	0100-11000-0-1110-1000-430000-000-00	26.99
		PV-170269	parent meeting	0100-09000-0-0000-2495-430000-000-00	40.00
		PV-170273	reading program	0100-11000-0-1110-1000-430000-000-00	26.99
		PV-170271	retirement plaques	0100-00000-0-0000-7110-430014-000-00	75.58
		PV-170272	maint supplies	0100-81500-0-0000-8100-430018-000-00	30.00
		PV-170264	parcel fee	0100-81500-0-0000-8100-580000-000-00	10.02
		PV-170265	science olympiad	0100-90160-0-1110-1000-580014-000-00	200.00
		PV-170267	math field day	0100-09000-0-1110-1000-580014-000-00	99.00
		PV-170270	san juan bautista	0100-09000-0-1110-1000-580014-000-00	100.00
				Warrant Total:	**728.58**
				Vendor Total:	**728.58**
967-WASTE MANAGEMENT/USA WAST	512025169	PO-170035	OPEN PURCHASE ORDER FOR `	0100-81500-0-0000-8100-550008-000-00	506.26
				Warrant Total:	**506.26**
				Vendor Total:	**506.26**
785-WELLS FARGO FINANCIAL LEASIN	512028105	PO-170105	2016-2017 OPEN PURCHASE OR	0100-09000-0-1110-1000-560008-100-82	138.28
		PO-170105	2016-2017 OPEN PURCHASE OR	0100-09000-0-5770-1110-560008-000-00	138.31
				Warrant Total:	**276.59**
	512028106	PO-170105	2016-2017 OPEN PURCHASE OR	1200-61050-0-0001-1000-560008-000-00	138.28
				Warrant Total:	**138.28**

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
	512028107	PO-170105	2016-2017 OPEN PURCHASE OR	1300-53100-0-0000-3700-560008-000-00	138.28
				Warrant Total:	**138.28**
				Vendor Total:	**553.15**
373-ZOOM IMAGING SOLUTIONS INC	512028108	PO-170111	2016-2017 OPEN PURCHASE OR	0100-09000-0-1110-1000-430000-200-84	335.96
		PO-170303	2016-2017 OPEN PURCHASE OR	0100-09000-0-1110-1000-430000-100-82	541.87
		PO-170340	2016-2017 COST PER COPY FO	0100-09000-0-1110-1000-430000-100-82	203.91
		PO-170340	2016-2017 COST PER COPY FO	0100-09000-0-5770-1110-430000-000-82	203.92
		PO-170302	2016-2017 OPEN PURCHASE OR	0100-09000-0-0000-7200-430014-000-86	333.17
				Warrant Total:	**1,618.83**
	512028109	PO-170340	2016-2017 COST PER COPY FO	1200-61050-0-0001-1000-430000-000-82	203.91
				Warrant Total:	**203.91**
	512028110	PO-170340	2016-2017 COST PER COPY FO	1300-53100-0-0000-3700-430000-000-82	203.91
				Warrant Total:	**203.91**
				Vendor Total:	**2,026.65**

Total # of Warrants: **103** **Grand Total:** **179,502.67**

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
375-CALIFORNIA'S VALUED TRUST	512034601	PV-180001	MANAGEMENT	0100-00010-0-0000-0000-951400-000-00	3,224.53
		PV-180001	TRUSTEES	0100-00010-0-0000-0000-951400-000-00	6,197.04
		PV-180001	CLASSIFIED	0100-00010-0-0000-0000-951400-000-00	7,036.29
		PV-180001	CERTIFICATED	0100-00010-0-0000-0000-951400-000-00	35,286.75
				Warrant Total:	**51,744.61**
	512034602	PV-180001	PRE AIDES	1200-00010-0-0000-0000-951400-000-00	7.56
		PV-180001	PRES TEACH	1200-00010-0-0000-0000-951400-000-00	1,525.51
				Warrant Total:	**1,533.07**
	512034603	PV-180001	CAFETERIA	1300-00010-0-0000-0000-951400-000-00	885.18
				Warrant Total:	**885.18**
				Vendor Total:	**54,162.86**
385-PACIFIC GAS & ELECTRIC INC	512034604	LB-170000	JUNE BILLING	0100-81500-0-0000-8100-550001-000-00	123.27
		LB-170001	JUNE BILLING	0100-81500-0-0000-8100-550001-000-00	2,340.71
		LB-170002	JUNE BILLING	0100-81500-0-0000-8100-550001-000-00	2,380.14
		LB-170003	JUNE BILLING	0100-81500-0-0000-8100-550001-000-00	294.17
		LB-170004	JUNE BILLING	0100-81500-0-0000-8100-550001-000-00	1,875.29
				Warrant Total:	**7,013.58**
				Vendor Total:	**7,013.58**

Paid Date(s) From: 7/1/2017 To: 7/31/2017

Total # of Warrants: **4** **Grand Total:** **61,176.44**

WCESD BOARD OF TRUSTEES

ITEM NO. VI.A.3
DATE: August 8, 2017

SUBJECT TITLE: POLICY ADOPTION

Action ___√___ Discussion _____ Information _____

BACKGROUND

The governing board adopts written policies to convey its expectations for actions that will be taken in the district, clarify roles and responsibilities of the board and superintendent, and communicate board philosophy and positions to the students, staff, parents/guardians and the community. Board policies are binding on the district to the extent that they do not conflict with federal or state law and are consistent with the district's collective bargaining agreements.

The Board recognizes the importance of maintaining a policy manual that is up to date and reflects the mandates of law. Policies are to be regularly reviewed at a time allocated for this purpose on the agenda of public Board meetings.

The Policy Development and Adoption Process is described in Board Bylaw 9310 *Board Policies.*

CONSIDERATION

BP 5141.52 Suicide Prevention – Education Code 215, as added by AB 2246 (Ch. 642, Statutes of 2016), mandates that the Governing Board of any district serving students in grades 7-12 adopt a policy on student suicide prevention, intervention, and postvention (i.e., intervention conducted after a suicide) with specified components. Those components are addressed in the following policy and the accompanying administrative regulation. Also see the California Department of Education's model policy required by Education Code 215. The Governing Board recognizes that suicide is a leading cause of death among youth and that school personnel who regularly interact with students are often in a position to recognize the warning signs of suicide and to offer appropriate referral and/or assistance. To attempt to reduce suicidal behavior and its impact on students and families, the Superintendent or designee shall develop measures and strategies for suicide prevention, intervention, and postvention.

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

Moved by _____ Second _____

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

WCESD BOARD OF TRUSTEES

ITEM NO. VI.A.4.a
DATE: August 8, 2017

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 2017-2018 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= $1,433.90 per a number of 39 students

Service Total: $55,922.10

Assessment Rate = $375 - $500 per assessment provided (if needed).

FUNDING SOURCE:

General Fund (0100)

Moved by _____ Second _____

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

PresenceLearning

Service Order Form

Customer Name and Contact Information
Name: Washington Colony Elementary School District
Address: 130 E LINCOLN AVE Fresno, CA

Customer Primary Point of Contact
Name:
Email Address:

Customer Secondary Point of Contact
Name:
Email Address:

PresenceLearning Contact Information
Name: Aimee Ivanoff
Email Address: amber.smith@presencelearning.com

PresenceLearning Service Order

Minimum Fees per Service Order	$55,922.10

Service	Student Quantity	Service Rate	Service Total
Service License - SLP	39	$1,433.90	$55,922.10
SLP Assessment	0	$375.00	$0.00
OT Assessment	0	$375.00	$0.00
BMH Assessment	0	$500.00	$0.00
Assessment Bilingual SLP/OT	0	$500.00	$0.00
Screenings by SLP	0	$55.90	$0.00
Evaluation Review of Records by SLP	0	$357.90	$0.00

Flat Rate Assumptions	Assumed Average Therapy Prescription: 30 minutes Assumed Average Scheduled Group Size: 1.3 students

Assessments Commitment	10

Document Camera	$116.00 (each)

Term	July 1, 2017 through June 30, 2018

PresenceLearning

The parties agree to be bound by the terms of the Master Contract ("MC) and the PresenceLearning Master Contract Supplement ("MCS") available at https://www.presencelearning.com/tc/ca-supplement/ which is incorporated herein by reference. This Service Order, the MC, and the MCS together constitute the entire agreement between PresenceLearning and Customer governing the services and products referenced above (the "Agreement"), to the exclusion of all other terms. To the extent there is any conflict between this Service Order, the MC, and the MCS, this Service Order shall govern. The signatory below represents that he or she has the authority to bind Customer to the terms of this Agreement. The terms of this Service Order are PresenceLearning confidential information.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of July 1, 2017 ("Effective Date")

PresenceLearning, Inc.	Customer
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2017-2018

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA WASHINGTON COLONY ELEMENTARY SCHOOL DISTRICT

Contract Year 2017-2018

_____ 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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2017-2018
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, 2017, 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

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, 2017 to June 30, 2018 (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

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.

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

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

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:

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.

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

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.

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

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

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.

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

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

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.)*

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

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

[redacted]

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

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 as documentation of graduation rate is one of the indicators of Adequate Yearly Progress ("AYP").

40. PARENT ACCESS

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

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.

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

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

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

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.

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

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

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

(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

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.

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, 2017 and terminates at 5:00 P.M. on June 30, 2018, unless sooner terminated as provided herein.

CONTRACTOR	LEA
Nonpublic School/Agency	WASHINGTON COLONY ESD
By: _____ Signature Date	By: _____ Signature Date
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	Name and Title WASHINGTON COLONY ESD
Nonpublic School/Agency/Related Service Provider	LEA 130 E. Lincoln Avenue
Address	Address Fresno CA 93706
City State Zip	City State Zip (559) 233-0706 (559) 233-9583
Phone Fax	Phone Fax jesuscruz@washingtoncolony.org
Email	Email

Additional LEA Notification
(Required if completed)

Name and Title Evelyn Diaz- Assistant Principal
Address 130 N. Lincoln Ave.
City Fresno State CA Zip 93706
Phone (559) 233-0706 Fax (559) 233-9583
Email evelyndiaz@washingtoncolony.org

EXHIBIT A: 2017-2018 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Presence Learning, 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)		
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)		

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)		
Other (900)		

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on July 1st 2017 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, 2018, 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)							

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 _____ $ _____

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-
(Name of Nonpublic School/Agency)	Washington Colony Elementary School District (Name of School District)
(Signature) (Date)	(Signature) (Date)
(Name and Title)	(Name of Superintendent or Authorized Designee)

WCESD BOARD OF TRUSTEES

ITEM NO. VI.A.4.b
DATE: August 8, 2017

SUBJECT TITLE: CONTRACTS/SERVICE AGREEMENTS

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Approve the Truancy Intervention Program (TIP) MOU Services Agreement between the Fresno County Superintendent of Schools ("FCSS") and the Washington Colony Elementary School District ("District") for the 2017 -18 school year.

BACKGROUND

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

CONSIDERATION

Approve the Truancy Intervention Program (TIP) MOU Services Agreement for the part time services of the Fresno County Probation Officer. The TIP officer will assist the district with the prevention of Truancy on students and facilitates home visits and Attendance District SARB meetings.

FINANCIAL IMPACT:

$1,649.13 per quarter, billable on a quarterly basis.

FUNDING SOURCE:

General Fund (0100)

Moved by _____ Second _____

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

fresno county
superintendent of schools

Jim A. Yovino
Superintendent

August 2, 2017

Mr. Jesus Cruz, Superintendent
Governing Board Members
Washington Colony Elementary School District
130 E. Lincoln Avenue
Fresno, CA 93706

Re: Truancy Intervention Program MOU for 2017-2018 School Year

Dear Superintendent and Governing Board Members:

Enclosed for signature, please find a Memorandum of Understanding ("Agreement") between your District and the Fresno County Superintendent of Schools regarding the Truancy Intervention Program ("TIP") for the 2017-2018 school year.

The Agreement reflects the maximum salary and benefits for the services of two Fresno County Probation Officers four days per week. The Agreement reflects your District's contribution to the 2017-2018 TIP Program as prorated by student enrollment. Upon receipt of the Probation Department's bill for TIP services, FCOE will invoice each participating district for its portion of the quarterly costs.

A sample copy of the Master TIP Agreement between FCOE and Fresno County is enclosed. A fully-executed copy will be forwarded following approval of the agreement by the Fresno County Board of Supervisors. The Master TIP Agreement will be effective July 1, 2017 through June 30, 2018.

Please email a signed copy of the District's Agreement to bbquintana@fcoe.org. Upon the County Superintendent's signing, a copy of the fully executed Agreement will be forwarded to you for your records.

Very truly yours,

Manuel Escandon, Director
Student Intervention & Prevention
Fresno County Office of Education

EXHIBIT B

MEMORANDUM OF UNDERSTANDING

BETWEEN THE FRESNO COUNTY SUPERINTENDENT OF SCHOOLS

AND WASHINGTON COLONY ELEMENTARY SCHOOL DISTRICT

This Agreement is made and entered into by and between the Fresno County Superintendent of Schools ("FCSS") and Washington Colony Elementary School District ("DISTRICT"), hereinafter referred to as "the Parties." The purpose of this Agreement is to fund the Truancy Intervention Program ("TIP"), a collaborative for addressing chronic absenteeism in Fresno County Schools. TIP shall provide for a coordinated multi-agency effort involving the Fresno County Office of Education; representative Fresno County school districts; and the Fresno County Probation Department ("COUNTY").

Services that shall be provided for the schools participating in TIP are included in the Master Agreement, attached hereto, for purposes of review by the DISTRICT.

THEREFORE, in respect of the mutual promises contained herein, the Parties agree as follows:

OBLIGATIONS OF THE FCSS

FCSS shall compensate and remit to COUNTY from the TIP fund to be held in the County School Service Fund, as provided herein, an amount equal to the cost of two (2) Deputy Probation Officers five (5) days per week, not to exceed, in aggregate, the maximum amount payable under this Agreement of One Hundred Forty-Three Thousand Nine Hundred Fifty-Five and 00/100 ($143,955.00).

FCSS, or its designee, shall act as the central facilitator in the TIP program. FCSS shall have the power to terminate the Master Agreement for any reason as specified in the Master Agreement, and thereby release DISTRICT from this MOU from the date of termination of the Master Agreement.

OBLIGATIONS OF THE DISTRICT

DISTRICT shall contribute One Thousand Six Hundred Forty-Nine Dollars and 13/100 ($1,649.13), which is DISTRICT'S portion of the cost of the TIP program.

FCSS shall invoice DISTRICT on a quarterly basis for actual cost of service as billed by Fresno County, and DISTRICT shall pay the fee within thirty (30) days of such invoice. Should DISTRICT payment not be made within thirty (30) days of said invoice, payment will be by automatic transfer approved by the FCSS from DISTRICT'S General Fund account to the TIP fund held in the County School Service Fund.

DISTRICT shall communicate to the FCSS any act as described in Section 4 of the Master Agreement that may be cause for termination of the Master Agreement. If FCSS terminates Master Agreement, DISTRICT shall contribute its prorated share of its contribution amount up to and including the date of termination.

TERM

This Agreement shall become effective on the 1st day of July 2017, and terminate on the 30th day of June, 2018.

This Agreement constitutes the entire agreement between FCSS and DISTRICT and supersedes all previous understandings regarding this Agreement.

The Parties have executed this Agreement on the day and year written below.

SUPERINTENDENT	**DISTRICT**
_____	_____
Jim Yovino, Superintendent Fresno County Schools	Jesus Cruz, Superintendent Washington Colony Elementary School District
Date: _____	Date: _____

WCESD BOARD OF TRUSTEES

ITEM NO. VI.A.4.c
DATE: August 8, 2017

SUBJECT TITLE: CONTRACTS/SERVICE AGREEMENTS

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

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

BACKGROUND

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

CONSIDERATION

The California Healthy Youth Act implies for schools that the Governing Board recognizes that the purpose of the district's sexual health and HIV/AIDS prevention instruction is to provide students with the knowledge and skills necessary to protect them from unintended pregnancy and sexually transmitted diseases and to encourage students to develop healthy attitudes concerning adolescent growth and development, body image, gender roles, sexual orientation, dating, marriage, and family. The Board therefore desires to provide a well-planned sequence of instruction on comprehensive sexual health and HIV/AIDS prevention.

Copies cost per student = 44 students X $5 = 220

Training Cost per grade level (7^{th}): 4 days x $750 = $3,000.00

7^{th} grade students' Training Period: October 2017

FINANCIAL IMPACT:

Total amount = $3,220.00

FUNDING SOURCE:

General Fund (0100)

Moved by _____ Second _____

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

CALIFORNIA HEALTHY YOUTH ACT TRAINING AGREEMENT

("Agreement")

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

COVER

DISTRICT	FCSS
Washington Colony District **("District")** Attn: Jesus Cruz, Superintendent/Principal 130 E. Lincoln Ave. Fresno, CA 93706 Phone: (559) 233-0706 Email: jesuscruz@washingtoncolony.org	Fresno County Superintendent of Schools **("FCSS")** Attn: Dr. Michele Cantwell-Copher, Administrator Dept.: Educational Leadership & Development Fresno County Office of Education 1111 Van Ness Fresno, CA 93721 Phone: (559) 265-3003 Email: mcopher@fcoe.org
CONTRACT TERM (see § 3.1) **"Effective Date":** October 3, 2017 **"Termination Date"**: October 10, 2017	TERMINATION DURING CONTRACT TERM (see § 3.2) Ground for termination: With or without cause. **"Notice Period"**: At least 10 days before the effective date of termination of this Agreement

SERVICES REQUIRED OF FCSS

FCSS shall provide the following services (collectively **"Services"**):

1. Provide comprehensive sexual health education and HIV prevention education training (**"Training"**) to District students as directed by District's authorized personnel.
2. Prepare and present for District approval a set of training materials and curriculum covering comprehensive sexual health education and HIV prevention education for use in the Training (**"Training Materials"**). Once the Training Materials have been approved by District's Board of Trustees and its authorized personnel, FCSS staff shall provide the Training to District students, with one FCSS instructor per classroom, at school site(s) and grade level(s) to be determined by the District and communicated to FCSS at least 15 days in advance of the date of the applicable Training.

   Total days of Training (combined for all grade levels/classrooms): 4
3. Provide each student participating in the Training with handouts and materials drawn from the Training Materials approved by District.
4. Provide the following optional additional presentations for District *(mark each that FCSS must provide under this Agreement)*:

   0_ "Board Preview": FCSS staff shall present a summary of the Training Materials content to the District's Board of Trustees during a District board meeting on the following date: .

   0_ **"Parent Preview"**: FCSS staff shall present a summary of the Training Materials content to District parents on specify number of nights night(s) on the following date(s): .

DISTRICT OBLIGATIONS:

District shall be responsible for:

1. Providing all required legal notifications to students' parents regarding the Training in advance of FCSS' provision of the Training.
2. Reviewing and providing final District Board of Trustee approval for the Training Materials in advance of FCSS' provision of the Training. District is responsible for ensuring that the contents of the Training Materials meets all applicable legal requirements and is appropriate for the age of the students attending the Training.
3. Ensuring that at least one certificated District employee is present in each classroom during the entire presentation of the Training to District students.
4. Ensuring that the appropriate District students are present for the Training, and that any District parental opt-out for a student related to the Training Materials is honored.
5. Ensuring its own legal compliance with the California Healthy Youth Act, Education Code, sections 51930-51939.
6. Providing facilities suitable for FCSS to conduct the Training, and any Board Preview and Parent Preview provided under this Agreement.
7. Providing all publicity and communication with student parents regarding any Board Preview and Parent Preview provided under this Agreement.

CONTRACT AMOUNT AND PAYMENT SCHEDULE (see Art. 2):

District shall pay FCSS as follows for the Services:

1. Copies and duplication costs of $5.00 per student participating in the Training: 44 students x $5.00 = $220.00

2. Training costs for each grade level/classroom: 4 days x $750.00 = $3,000.00

3. Additional presentation costs of:

   0_ Board Preview appearance: $400.00

   0_ Parent Preview appearance: Total # of appearance(s) appearance(s) x $400.00 = $ .00

Total costs of all Services: $3,220.00 (**"Contract Amount"**)

FCSS will invoice District within 30 days of the last date on which FCSS provides the Training, or the termination of this Agreement, and District shall pay the invoice within 30 days of District's receipt of FCSS' invoice.

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

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

SECTION 1.4 LOGISTICS/RESCHEDULING. The Parties' staff shall cooperate, coordinate, and communicate regarding logistics for Training, and any Board Preview or Parent Preview provided under this Agreement. If a Party desires to modify the date, time, and/or location of a Training, or any Board Preview or Parent Preview provided under this Agreement, the Party requesting the modification shall contact the other Party at least 14 days before the date on which the Training, Board Preview, or Parent Preview 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, Board Preview, or Parent Preview.

SECTION 1.5 [INTENTIONALLY LEFT BLANK]

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, or the property of the owner that Party has a license from for use in that Party's Work, and that Party shall have all interests and rights thereto. FCSS does not grant District or any individuals attending any Training, or any Board Preview or Parent Preview provided under this agreement, any right or license to any portion of the Training Materials. **"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 the Services, 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 or other Services, District shall pay FCSS for the Training performed, in addition to the costs of any other Services provided by FCSS before the effective date of termination of this Agreement. Such payment shall be made within 30 days of the effective date of termination of this Agreement and District's receipt of FCSS' invoice. The provisions of this Section shall survive the termination of this Agreement.

SECTION 3.3 FORCE MAJEURE. A Party is not liable for failing or delaying performance of its obligations under this Agreement due to events that are beyond the Party's reasonable control and occurring without its fault or negligence, for example, acts of God such as tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters (collectively **"Force Majeure"**), provided that the Party has promptly notified the other Party in writing of the occurrence of the Force Majeure, except that a Force Majeure shall not excuse District's payment to FCSS of any portion of the Contract Amount that is due to FCSS.

ARTICLE 4 INSURANCE.

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

/ /

WCESD BOARD OF TRUSTEES

ITEM NO. VI.A.5.d
DATE: August 8, 2017

SUBJECT TITLE: CONTRACTS/SERVICE AGREEMENTS

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Ratify and Approve Proposal Services between Kamran and Company, Inc. 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

Ratify and Approve Services between Kamran and Company, Inc. Proposal to remove and install the Kitchen Kettle.

FINANCIAL IMPACT:

Kettle Cost=$13,737.83

Installation Cost=$1,500.00

FUNDING SOURCE:

General Fund (1300)- Cafeteria Funds

Moved by _____ Second _____

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

Kamran and Company, Inc.
Food Service and Laundry Equipment Consultant and Contractor
411 East Montecito Street
Santa Barbara, CA 93101
P: (800) 480-9418
F: (805) 962-5915
www.kamranco.com

Quote

08/01/2017

Project:
Washington Colony - Kettle

From:
Kamran and Company, Inc.
Claudia Vega
411 East Montecito Street
Santa Barbara, CA 93101
(805) 963-3016 141
(805) 963-3016 108 (Contact)
(805) 962-5915 (Fax)
claudia@kamranco.com

Job Reference Number: 9515

Item	Qty	Description	Sell	Sell Total
1	1 ea	**KETTLE, GAS, STATIONARY**	$12,723.16	$12,723.16
		Groen Model No. AH/1E-40 Kettle, gas, 40-gallon capacity, 2/3 jacket, 316 stainless steel liner, stainless steel insulated body, 2" TDO, 1/4" perforated strainer, hinged dome cover, faucet bracket, bullet feet, 30 PSI, 100,000 BTU		
	1 ea	(1) year parts & labor, (10) year kettle & body warranty, standard		
	1 ea	Natural gas		
	1 ea	ELEV0-2000 For elevation between 0 and 2000 (When order is placed, all equipment with elevation specified will be assigned a different Part# by the factory)		
	1 ea	115v/60/1-ph, 5.0 amps, std.		
	1 ea	2" Tangent draw-off (TDO), standard		

ITEM TOTAL:	**$12,723.16**
Merchandise	$12,723.16
Installation	
Tax 7.975%	$1,014.67
Total	$13,737.83

NOTE: ALL CREDIT CARD TRANSACTIONS WILL BE CHARGED A 2.5% CONVENIENCE FEE

Acceptance: Jesus H. Cruz Date: 8/01/17
Printed Name: Jesus Cruz Superintendent
Project Grand Total: $13,737.83

Kamran and Company, Inc.
Food Service and Laundry Equipment Consultant and Contractor
411 East Montecito Street
Santa Barbara, CA 93101
P: (800) 480-9418
F: (805) 962-5915
www.kamranco.com

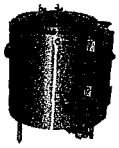
Quote

08/01/2017

Project:
Washington Colony - Kettle

From:
Kamran and Company, Inc.
Claudia Vega
411 East Montecito Street
Santa Barbara, CA 93101
(805) 963-3016 141
(805) 963-3016 108 (Contact)
(805) 962-5915 (Fax)
claudia@kamranco.com

Job Reference Number: 9515

Item	Qty	Description	Sell	Sell Total
1	1 ea	**KETTLE, GAS, STATIONARY**		
		 Groen Model No. AH/1E-40 Kettle, gas, 40-gallon capacity, 2/3 jacket, 316 stainless steel liner, stainless steel insulated body, 2" TDO, 1/4" perforated strainer, hinged dome cover, faucet bracket, bullet feet, 30 PSI, 100,000 BTU		
	1 ea	(1) year parts & labor, (10) year kettle & body warranty, standard		
	1 ea	Natural gas		
	1 ea	ELEV0-2000 For elevation between 0 and 2000 (When order is placed, all equipment with elevation specified will be assigned a different Part# by the factory)		
	1 ea	115v/60/1-ph, 5.0 amps, std.		
	1 ea	2" Tangent draw-off (TDO), standard		

ITEM TOTAL:

Merchandise	
Installation	$1,500.00
Total	$1,500.00

TURNKEY INSTALLATION (INCLUDES REMOVAL OF EXISTING)

NOTE: ALL CREDIT CARD TRANSACTIONS WILL BE CHARGED A 2.5% CONVENIENCE FEE

Acceptance: Jesus B. Cruz Date: 8/01/17
Printed Name: Jesus Cruz Superintendent
Project Grand Total: $1,500.00

groen

Floor Kettles model AH/1

Description
Kettle shall be a Groen Model AH/1 (specify 20, 40, 60, 80 or 100 gallons) stainless steel, self-contained, steam jacketed kettle operating from gas heated steam source contained within unit.

Construction
Kettle interior shall be of type 316 stainless steel, with solid one-piece construction. All exposed surfaces shall be stainless steel. All controls shall be contained within front control enclosure.

Kettle body is sheathed in stainless steel and insulated with fiber bat insulation. Unit provided with three adjustable legs for leveling. Faucet mounting bracket is standard.

Finish
Interior of kettle shall be polished to a 180 emery grit finish. Exterior shall be finished to a uniform #3 satin finish ensuring maximum ease in cleaning and maintaining appearance.

ASME. Code, CSA (Formerly AGA)
Design Certified, CRN Registered
Unit shall be ASME shop inspected, stamped and registered with the National Board for operation up to a maximum working pressure of 30 PSI. Unit shall be Design Certified by the Canadian Standard Association. Unit shall be registered in Canada with a CRN number.

Sanitation
Unit shall be designed and manufactured to meet NSF requirements and be NSF listed.

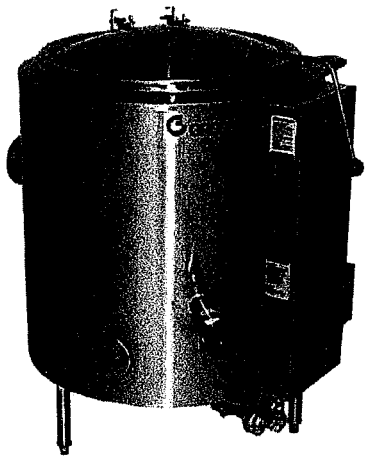
Drawoff Valve
Unit shall have a 2" sanitary tangent drawoff which is made of 316 stainless steel. Valve has durable insulated handle, rubber compression sealing disk and is easy to disassemble without tools. The drain outlet shall be equipped with a removable 1/4" perforated stainless steel strainer.

Cover
Cover furnished on 20 gallon units shall be hinged, dome one-piece unit. Units of 40 to 100 gallon capacity shall be furnished with No. 51 counterbalanced actuator designed to maintain the cover in an open or closed position.

Controls
All controls shall be contained in a stainless steel enclosure. Controls include a regulating thermostat, pressure gauge, power-ON switch, power-ON indicator light, heat indicator light, low water indicator light, water sight gauge, pressure safety valve, pressure limit control, low water cut off, a gas regulator valve and electronic ignition module; with all operating controls front mounted.

Performance/Features
Unit shall be thermostatically controlled to automatically shut off when desired temperature is reached and turn on when product temperature drops below desired setting. Electronic ignition to standing pilot is standard on all models. Outer sheathing and fiber insulation retain heat and keep kettle exterior cool to the touch.

Model AH/1 shown



Self-Contained Steam Source
Kettle shall have a gas-heated, self-contained steam source to provide kettle temperatures of 150 to 270°F. Unit shall be factory charged with water and rust inhibitor to ensure long life and minimum maintenance.

Installation
Unit requires 1/2" NPT gas line connection and 115 volt electric supply to operate controls. No remote steam source required.

Options/Accessories
- ☐ Basket inserts (TRI-BC)
- ☐ Water fill faucets
- ☐ 3" tangent draw-off valve with
- ☐ 1/4" perforated disk strainer
- ☐ 1/8" perforated disk strainer
- ☐ 1/4" perforated disk strainer
- ☐ Solid disk strainer
- ☐ Other supply voltages
- ☐ Kettle brush kit
- ☐ Contour measuring strip
- ☐ Gallon etch marks

Origin of manufacture
Kettle shall be designed and manufactured in the United States.

Stainless Steel Steam Jacketed Kettle

Floor Mounted
Stationary
Self-Contained
Gas Heated
20, 40, 60, 80 or 100-Gallon Capacity

Short Form
Groen Model AH/1 (Specify gallons), self contained Natural/Propane (specify) gas heated stainless steel steam jacketed kettle, complete with 2" tangent draw-off valve, (3" optional) and No. 41 cover. 40 to 100 gallon units furnished with No. 51 spring assisted cover. Steam jacket is insulated and ASME code constructed for maximum working pressure of 30 PSI. Unit is thermostatically controlled, with electronic ignition standard. CAS design certified and NSF listed. Requires 1/2" gas supply and 115 Volt electric service. Made in the USA.

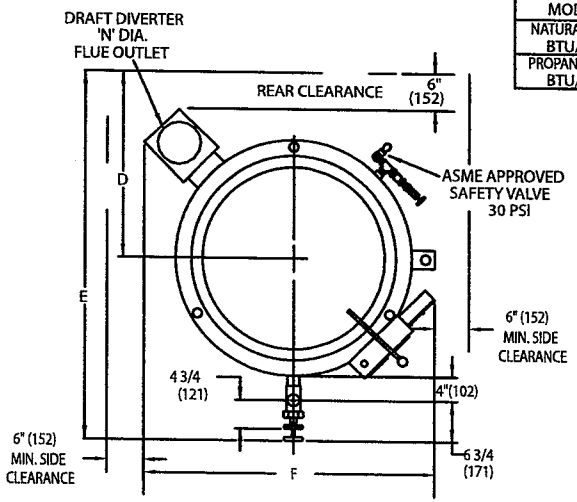
Applications
Meat Dishes
Vegetables
Soups
Sauces
Pasta
Rice
Pie Fillings
Gravies
Poultry
Seafood

Model AH/1

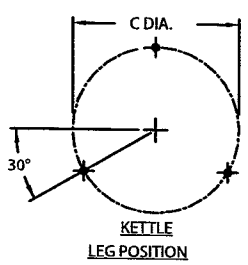
GAS SUPPLY SPECIFICATIONS					
MODEL	AH/1-20	AH/1-40	AH/1-60	AH/1-80	AH/1-100
NATURAL GAS BTU/HR	85,000	100,000	145,000	145,000	145,000
PROPANE GAS BTU/HR	85,000	85,000	145,000	145,000	145,000

RECOMMENDED INCOMING GAS FEED RATE INCHES WATER COLUMN	
NATURAL GAS	4.5" W.C. MIN.
	14" W.C. MAX.
PROPANE GAS	11" W.C. MIN.
	14" W.C. MAX.

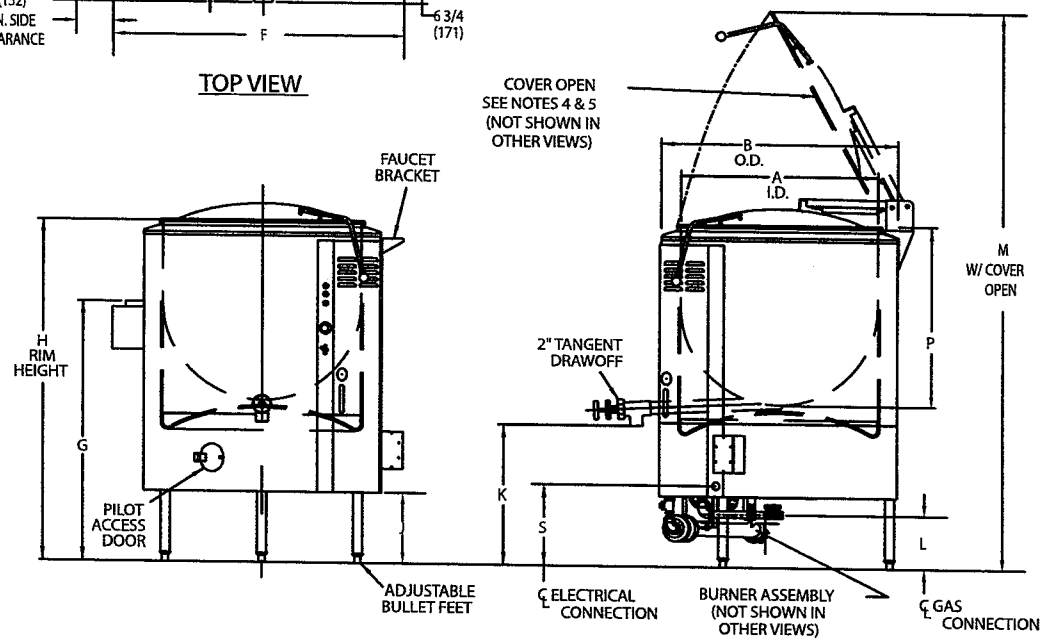
TABLE OF DIMENSIONS										
CAP.	20 GAL. 75 L		40 GAL. 150 L		60 GAL. 225 L		80 GAL. 300 L		100 GAL. 378 L	
DIM.	INCH	MM	INCH	MM	INCH	MM	INCH	MM	INCH	MM
A	20	508	26	660	30	762	31 3/4	806	31 3/4	806
B	26 1/8	664	32 3/8	822	36	914	37 3/4	959	37 3/4	959
C	24	610	30 3/8	772	33 1/2	851	35 3/4	908	35 3/4	908
D	26 1/2	673	29 1/8	740	29 1/2	749	30 1/2	775	30 1/2	775
E	50 3/4	1289	56 1/4	1429	58 1/4	1480	61 1/4	1556	61-1/4	1556
F	39 1/2	1003	43 1/4	1099	46 1/4	1175	48	1219	48	1219
G	33 1/2	851	33	838	38 1/8	968	43 1/4	1099	43 1/4	1099
H	40	1016	41	1041	48 7/8	1241	56 1/2	1435	62 1/2	1588
J	9	229	9	229	11	279	11 1/2	292	11 1/2	292
K	18 1/2	470	16 3/4	425	21 3/8	543	24 1/4	616	24 1/4	616
L	6 3/4	171	6	152	6 1/8	156	8 1/2	216	8 1/2	216
M	73	1854	74 3/4	1899	76 5/8	1946	91 1/2	2324	97 1/2	2477
N	6	152	6	152	7	178	7	178	7	178
P	17 1/2	445	21 3/8	543	24 5/8	625	29 1/2	749	35 1/4	895
R	17 1/2	445	21	533	16 5/8	422	24 1/2	622	24 1/2	622
S	12	305	12	305	12	305	12	305	12	305



TOP VIEW



KETTLE LEG POSITION

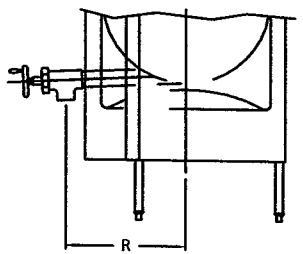


FRONT VIEW

RIGHT SIDE VIEW

SERVICE CONNECTIONS AND NOTES:

1. ELECTRICAL CONNECTION: 115V, 1 PH, 60 HZ, 2 AMPS
2. GAS CONNECTION: 1/2 NPT.
3. MINIMUM CLEARANCE REQUIRED.
4. MODEL #41 HINGED COVER IS STD. ON 20 GAL. SIZE.
5. MODEL #51 POWER AID COVER (SHOWN) STD. ON 40, 60, 80 & 100 GAL. SIZES.
6. SINGLE OR DOUBLE PANTRY FAUCETS ARE OPTIONAL.
7. 3" TANGENT DRAWOFF IS OPTIONAL.
8. DIMENSIONS IN BRACKETS ( ) ARE MM.



OPTIONAL 3" TANGENT DRAWOFF

SCALE: .04 =1
DO NOT SCALE DRAWING

P/N 127333 REV C

unified brands™
A GROEN COMPANY
1055 Mendell Davis Drive, Jackson, MS 39272, 888-994-7636, unifiedbrands.net
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WCESD BOARD OF TRUSTEES

ITEM NO. VI.A.5.e
DATE: August 8, 2017

SUBJECT TITLE: CONTRACTS/SERVICE AGREEMENTS

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Ratify and Approve Proposal Services between Valley Wrought Iron by Henry Mendez 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

Ratify and Approve Valley Wrought Iron Proposal by Henry Mendez to install a safety gate in the Middle School area. Two weeks are needed (Prevailing Wage project).

FINANCIAL IMPACT:

Contract Amount = $9,487.00

FUNDING SOURCE:

General Fund (0100)- Supplemental and Concentration Grants

Moved by _____ Second _____

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

VALLEY WROUGHT IRON

Henry Mendez
PO BOX 12365 728 Whitesbridge, Fresno CA 93777
445-1984 fax 264-7535 adelita1061@AOL.com
CA LIC #549619

Name	Washington Colony Middle School			Date	6/20/2017
Street	130 E Lincoln Ave				
City	Fresno	State	Ca	Zip Code	93706
Phone		Email		Approx. Completion Date	2- 3 weeks

Fabrication and installation of gate iron to replace chain link. see shop drawing	$ 3000.00
Core drill for gate post.	
Communication and access control system	
One (1)MAX - Aeromax 200K/100 Wireless Outside Intercom/Keypad W/ desk top unit	$ 2,730.00
One (1) Panic release Puch Bar MSB550W	$ 540.00
One (1) Store Room lever handle for Exterior of Pedestrian Gate	$ 90.00
One (1) Magnetic Lock (Rated 1000 lbs) with a 12V transformer	$ 335.00
One (1)Red Firebox FLB100 with door latch release and Fire/Police approved padlock.	$ 187.00
One (1) Hook Lock with double sided Ky access as a back up sytem to secure gate.	$ 140.00
gate closeur #400 see spec sheet	$ 600.00
ca sales tax	365.00
Saw Cutting for Low Voltage Electrical to power intercom and Magnetic lock.	$ 600.00
Installation cost Intercom system, Magnetic Lock, Safety products and accessories	$ 900.00
Subtotal	$ -

In the State of California: Contractors are required by law to be licensed and regulated by the Contractors State License Board. Any questions concerning a contractor may be referred to the Register of the board whose address is:
Contractors State Board - PO Box 26000, Sacramento, Ca 95826

We Propose to furnish materials labor in accordance to Valley Wrought Iron specifications In the manufacture and installation of the products ordered, unless customer plans are attached or specifications are noted above.

For the sum Nine Thousand four hundred eighty seven no cents $ 9,487.00

Payment as follows:
Upon Installation

Authorized Signature Jesus H. Cruz

Note
This Proposal may be withdrawn by us
If not accepted within 30 days.

Acceptance of Proposal: The above prices, attached specifications and conditions are satisfactory and accepted. I have read and acknowledged, Notice of Cancellation and Project provisions You are authorized to do the work specified, Payment will be made as outlined above.

Date of Acceptance 7/19/17 Signature Jesus H. Cruz

0100 0900 85006 2000

WCESD BOARD OF TRUSTEES

ITEM NO. VI.A.5.f
DATE: August 8, 2017

SUBJECT TITLE: CONTRACTS/SERVICE AGREEMENTS

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Ratify and Approve Proposal Services between Protect Digital Video Security 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

Ratify and Approve Protect Digital Video Security Proposal to install safety surveillance cameras in the K-5 campus area and front office. Two weeks are needed (Prevailing Wage project).

FINANCIAL IMPACT:

Contract Amount = $6,302.93

FUNDING SOURCE:

General Fund (0100)- Supplemental and Concentration Grants

Moved by _____ Second _____

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

Estimate

Protec
HIGH-DEFINITION VIDEO SECURITY

Washington Colony Elementry
130 East Lincon Avenue, Fresno, CA 93706
Estimate Date: 5/3/2017
Estimate# 2017-Washington colony
Email:jeffdronyk@washingtoncolony.org
Phone: 559-417-5442

Make checks payable to:
Protec Digital Video Security
10880 North Bunkerhill dr
Fresno, Ca 93720
Phone:559-259-0745
paul@protecfresno.com

QTY	DESCRIPTION	UNIT PRICE	AMOUNT
5	VSIP-4MPMIR ViewStar Wide view 2.8mm lens IR mmatrix 4 Megapixel camera	$ 329.00	$ 1,645.00
1	**VSIPNVR-16PO4TB ViewStar 16 channel IP Network Recorder with 4TB**	3,199.00	3,199.00
	Motion sensing, Remote viewing on Iphone, android, Tablet, or PC		
5	Back-boxes for cameras for conduit (includes $3 per box for shipping)	14.00	70.00

* This estimate does not include ~~monitor or bracket~~
Approximate cost for 32 inch monitor $289
Approx cost for wall mount bracket $99

* Customer to supply POE switch through IT Department

we PURCHASE

SUBTOTAL	$ 4,914.00
TAX RATE	8.22%
SALES TAX	403.93
Labor	985.00
TOTAL	$ 6,302.93

WCESD BOARD OF TRUSTEES

ITEM NO. VI.A.5.g
DATE: August 8, 2017

SUBJECT TITLE: CONTRACTS/SERVICE AGREEMENTS

Action ___√___ Discussion _____ Information _____

RECOMMENDATION
Ratify and Approve Proposal Services between T.N.J. Electric, INC. Harris Electric 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
Ratify and Approve T.N.J. Electric, INC. Harris Electric Proposal to provide and install CAT 5 cable surveillance cameras in the K-5 campus area and front office. Two weeks are needed (Prevailing Wage project).

FINANCIAL IMPACT:
Contract Amount = $3,389.00

FUNDING SOURCE:
General Fund (0100)- Supplemental and Concentration Grants

Moved by _____ Second _____

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

Proposal

T. N. J. ELECTRIC, INC. dba
HARRIS ELECTRIC
4679 N. El Capitan LIC #505816
Fresno, California 93722
(559) 271-0970 FAX (559) 271-0580

Proposal Submitted to:	Phone:	Date:
Washington Colony	**233-0706** idronyk@washingtoncolony.k	**April 6, 2017**
Address:	Job Name:	
130 E. Lincoln Ave	**Camera wiring**	
City, State and Zip Code:	Job Location:	
Fresno, CA 93706	**130 E. Lincoln Ave.**	

Provide & Install CAT 5 cable for the following camera installation:

1) From server room rack located in the administration building, install (3) CAT 5 cables (1) to each camera location located below the exterior corridors. Provide penetrations through corridor ceiling and mount flush mounted box for camera connection.
2) Conduit raceways will be routed on the corridor roof and into the attic area of the administration building to accommodate the CAT 5 cable. The cable will then travel free air to the server rack location.
3) Install power for video monitor and install CAT 5 cable back to sever room rack.
4) Provide power to the video recorder

Exclusions

`rmits
6) .mera's or camera installation

Total Price: $3,389.00

Payment to be made as follows: **Progress Payments**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature _____

Tim Bremer

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. Upon acceptance, this proposal becomes a binding contract. You are authorized to do the work as specified. Payment will be made as outlined above. In the event an action is filed for the purposes of enforcing this Contract or otherwise arising out of this Contract, the prevailing party in such action shall be entitled to attorney fees and court costs.

Signature _____ Date of Acceptance: 7-7-17

WCESD BOARD OF TRUSTEES

ITEM NO. VI.A.5
DATE: August 8, 2017

SUBJECT TITLE: CONFERENCE ATTENDANCE

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Consider authorizing attendance participation to Superintendent/Principal Mr. Cruz to attend the CLSBA Unity Conference 2017 "Building Bridges for All students". San Diego, October 5 - 8, 2017.

BACKGROUND

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

Moved by _____ Second _____

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

WCESD BOARD OF TRUSTEES

ITEM NO. VI.A.6
DATE: August 8, 2017

SUBJECT TITLE: SURPLUS EQUIPMENT/OBSOLETE TEXTBOOKS

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Approve disposal of obsolete technology equipment and obsolete instructional equipment. (See forms attached)

BACKGROUND

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

CONSIDERATION

The outdated Technology equipment and obsolete instructional equipment listed on the following Surplus Equipment/Obsolete Textbook Forms will be sent to a Recycle company or in some cases donated. These materials selected have no foreseeable value in other instructional areas. (See forms attached)

Moved by _____ Second _____

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

WASHINGTON COLONY SCHOOL DISTRICT

Surplus Equipment/Obsolete Textbook Form

Date 08/01/2017

Site WASHINGTON COLONY ELEMENTARY RM. E-05

Form Completion Instruction. In Description block provide the following:

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

Description	Recommended Disposition
TOSHIBA SATELITE A10-S169 LAPTOP SN. X3031540H	ASSET TAG# 010057 E-WASTE
TOSHIBA SATELITE A10-S169 LAPTOP SN: UNREADABLE	ASSET TAG# 010056 E-WASTE
DELL OPTIPLEX GX620 DESKTOP ST: 3P4PK81	ASSET TAG# -0- E-WASTE
DELL E773S CRT MONITOR SN: MX-0N8176-47605-580-8547	ASSET TAG# -0- E-WASTE

_____For additional items check here and attach list.

Site Administrator Approval Jesus H. Cruz 8/01/17

Signature Date

Disposition:

WASHINGTON COLONY SCHOOL DISTRICT

Surplus Equipment/Obsolete Textbook Form

Date 07-07-2017 Site ELEMENTARY E-13

Form Completion Instruction. In Description block provide the following:

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

Description	Recommended Disposition
DELL PRECISION 390 ST- 1TKKLC1	E-WASTE OLD PC WIN XP
ASSET TAG = 01044	

_____For additional items check here and attach list.

Site Administrator Approval James H. Cruz 8/01/17

Signature Date

Disposition:

WASHINGTON COLONY SCHOOL DISTRICT

Surplus Equipment/Obsolete Textbook Form

Date 07-12-2017 Site ELEMENTARY CAMPUS RM. #1

Form Completion Instruction. In Description block provide the following:

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

Description	Recommended Disposition
MACBOOK PRO SN: W88330W11XR	E-WASTE, NO LONGER POWERS ON
ASSET #: 010220	WAS JUDITH BARKERS OLD LAPTOP
DELL OPTIPLEX GX620 SN: 4P4PK81	E-WASTE, TOO OLD TO SUPPORT
ASSET #: 010218	WAS JUDITH BARKERS OLD DESKTOP

_____For additional items check here and attach list.

Site Administrator Approval Jesus A. Cruz 7/18/17

Signature Date

Disposition:

From 9 rego
6/27/2017

WASHINGTON COLONY SCHOOL DISTRICT

Surplus Equipment/Obsolete Textbook Form

Date 06-27-2017 Site Middle School / Server Rm. M-05

Form Completion Instruction. In Description block provide the following:

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

Description	Recommended Disposition
Sony Stor Station SN: 01767769	E-WASTE NO ASSET TAG#
HP ProLiant DL380 SN: D347LDN1H584	E-WASTE NO ASSET TAG #
Cisco Aironet 1200 SN: FTX0842J2XW	E-WASTE NO ASSET TAG #
HP ProLiant DL580 SN: D350LQK2H126	E-WASTE NO ASSET TAG #
HP ProLiant DL580 SN: D350LQK2H061	E-WASTE NO ASSET TAG#

_____For additional items check here and attach list.

Site Administrator Approval James H. Cruz 7/18/17

Signature Date

Disposition:

Mrs. Espinoza

WASHINGTON COLONY SCHOOL DISTRICT

Surplus Equipment/Obsolete Textbook Form

Date 6/26/17 Site Washington Colony

Form Completion Instruction. In Description block provide the following:

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

Description	Recommended Disposition
tape recorder	?
books on tape	?
small readers	?
space heater	
old dictionaries & thesaurus	

_____ For additional items check here and attach list.

~~start~~ varions fictional readers.

Site Administrator Approval Jesus B. Cruz 7/18/17

Signature Date

Disposition:

_____

_____

_____

From Gregg
6/27/2017

WASHINGTON COLONY SCHOOL DISTRICT

Surplus Equipment/Obsolete Textbook Form

Date 06-27-2017 Site MIDDLE School / SCRUBER Rm. M-05

Form Completion Instruction. In Description block provide the following:

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

Description	Recommended Disposition
iMac20 SN: QP8101 4PX 810	E-WASTE ASSET TAG# 010268
iMAC A1181	E-WASTE ASSET TAG# 010308
iMac A1181	E-WASTE ASSET TAG# 010225
iMAC A1181	E-WASTE ASSET TAG# 010226
iMac A1181	E-WASTE ASSET TAG# 010227

✓ For additional items check here and attach list.

ITEMS FROM OLD CART #B & CART #C

Site Administrator Approval Jesus H. Cruz 7/18/17

Signature Date

Disposition:

ITEM DESCRIPTION	RECOMMENDED DISPOSITION	ASSET TAG #
1 Mac A1181	E-WASTE	010229
" "	"	010033
" "	"	010232
" "	"	010292
" "	"	010386
1 MacBook A1134	"	~~0~~ NONE
TOSHIBA SATELITE A10-S169 SN: 93062978H	"	~~0~~ NONE
TOSHIBA TECRA L2-S022 SN: Z5081849W	"	010060
TOSHIBA TECRA L2-S022 SN: Z5081388W	"	010061
1 MACBOOK A1181	"	010169
" "	"	010164
" "	"	010177
" "	"	010325
" "	"	010306
" "	"	010311

WCESD BOARD OF TRUSTEES

ITEM NO. VI.B.1
DATE: August 8, 2017

SUBJECT TITLE: Offer of Employment for 4th grade Teacher

Action ___√___ Discussion _____ Information _____

RECOMMENDATION
Ratify Offer of Employment for Iman Obeid for the 4th Grade Teaching Position.

BACKGROUND
The Governing Board is committed to employing suitable, qualified individuals to carry out the district's mission to provide high-quality education to its students and to ensure the efficiency of district operations.

The district's selection procedures include screening processes, interviews, and recommendations from previous employers as necessary to identify the best possible candidate for a position.

For each position, the Superintendent presents to the Board one candidate who meets all qualifications established by law and the Board for the position. In accordance with Board policy, no person shall be employed by the Board without the recommendation or endorsement of the Superintendent.

CONSIDERATION
I am recommending for employment Iman Obeid who meets all qualifications established by law and the Board for the 4th Grade Teaching Position.

Moved by _____ Second _____

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

WCESD BOARD OF TRUSTEES

ITEM NO. VI.B.2
DATE: August 8, 2017

SUBJECT TITLE: Offer of Employment for Classified Employee

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Ratify Offer of Employment for Rajdeep Kaur, Instructional Aide (Part Time Position)

BACKGROUND

The Governing Board is committed to employing suitable, qualified individuals to carry out the district's mission to provide high-quality education to its students and to ensure the efficiency of district operations.

The district's selection procedures include screening processes, interviews, and recommendations from previous employers as necessary to identify the best possible candidate for a position.

For each position, the Superintendent presents to the Board one candidate who meets all qualifications established by law and the Board for the position. In accordance with Board policy, no person shall be employed by the Board without the recommendation or endorsement of the Superintendent.

CONSIDERATION

I am recommending for employment Rajdeep Kaur who meets all qualifications established by law and the Board for the Part Time position of Instructional Aide.

Moved by _____ Second _____

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

WCESD BOARD OF TRUSTEES

ITEM NO. VI.B.3
DATE: August 8, 2017

SUBJECT TITLE: Ratify Contract for Certificated Management Employee

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Ratify Contract of Employment for Evelyn Diaz for the Certificated Management Assistant Principal Position 2017-18.

BACKGROUND

The Governing Board is committed to employing suitable, qualified individuals to carry out the district's mission to provide high-quality education to its students and to ensure the efficiency of district operations.

The district's selection procedures include screening processes, interviews, and recommendations from previous employers as necessary to identify the best possible candidate for a position.

For each position, the Superintendent presents to the Board one candidate who meets all qualifications established by law and the Board for the position. In accordance with Board policy, no person shall be employed by the Board without the recommendation or endorsement of the Superintendent.

CONSIDERATION

Ratify contract of employment Evelyn Diaz who meets all qualifications established by law and the Board for the Certificated Management Assistant Principal position.

Moved by _____ Second _____

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

WASHINGTON COLONY SCHOOL DISTRICT

EMPLOYMENT CONTRACT FOR ASSITANT PRINCIPAL

This Employment Contract is made on the date set forth below, by and between the Governing Board of the Washington Colony School District ("District" or "Board") of Fresno County, and Evelyn Diaz Andrews ("**Assistant Principal**"), subject to the following terms and conditions.

I. Term

District hereby employs Evelyn Diaz Andrews as Assistant Principal for a term of one (1) year beginning August 1, 2017 and concluding June 30, 2018, and she accepts such employment.

II. Salary

For said services as Assistant Principal, Evelyn Diaz Andrews shall be paid an annual salary of $92,636 payable in eleven installments each year, on the last working day of each month, commencing August 1, 2017.

III Fringe Benefits

In her capacity as Assistant Principal, Evelyn Diaz Andrews shall be entitled to the same benefit package provided other full-time Management/Confidential employees and the District shall contribute the same dollar amount toward the cost of Evelyn Diaz Andrews benefit package as the District contributes on behalf of other full-time Management/Confidential employees.

IV. Work Year

The number of days of service to the District for the position of Assistant Principal shall be two hundred and ten (210) days per year.

V. Changes In Or Termination of Contract

In the event the District determines that Evelyn Diaz Andrews is not to be re-elected or re-employed as Assistant Principal upon the expiration of her term, she shall be given written notice thereof by the Board in accordance with the provisions of Education Code section 44951.

VI. Application of Laws/Rules

It is mutually agreed that Evelyn Diaz Andrews contract is made subject to all applicable laws of the State of California.

VII. Professional Organizations/Meetings

The Board encourages Evelyn Diaz Andrews to become involved in community organizations for the purpose of developing positive public relations regarding the Washington Colony School District. She is expected to maintain membership in appropriate professional organizations and attend appropriate professional meetings at local state and national levels. Expenses so incurred shall be reimbursed or paid for by the District with prior approval.

Employment Contract: ASSITANT PRINCIPAL continued

VIII. Credential

Evelyn Diaz Andrews agrees to have on file in the Fresno County Office of Education a valid credential covering the position of Assistant Principal.

Dated: 8/3/17

WASHINGTON COLONY SCHOOL DISTRICT

Jesus Cruz, Superintendent

ACCEPTANCE OF OFFER

I accept the above offer of employment and terms and conditions thereof, and will report for duty as directed.

Dated: 8/2/17

Evelyn Diaz Andrews

Approved by the Board of Trustees
On :

Jesus Cruz, Secretary
Board of Trustees of the Washington
Colony School District
Fresno County, California

WCESD BOARD OF TRUSTEES

ITEM NO. VI.B.4
DATE: August 8, 2017

SUBJECT TITLE: RESIGNATION

Action ___√___ Discussion _____ Information _____

RECOMMENDATION:

Ratify Superintendent's acceptance of resignation for Jeff Brotnov, 4th Grade Teacher effective June 28, 2017.

BACKGROUND:

Any district employee who desires to resign his/her position must submit, in writing, a letter of resignation which indicates the date which the employee intends as his/her last day at work. The Governing Board encourages employees to provide advance notice that is appropriate for the position they hold.

Per Board Policy 4117.2 *Resignation* the Board has authorized the Superintendent or designee to accept an employee's written resignation and to set its effective date. Once the Superintendent or designee has accepted and set an effective date for this resignation, the resignation may not thereafter be withdrawn by the employee.

CONSIDERATION:

Jeff Brotnov, 4th Grade Teacher is resigning his 4th Grade Teaching position effective June 28, 2017, due to his acceptance of a position in another district as a Math/Science Teacher.

Moved by _____ Second _____

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

June 27, 2017 J.C. 6/28/17

RECEIVED JUN 28 2017

Dear Washington Colony Board of Education, Mr. Cruz, and Mrs. Diaz,

This is to inform you of my decision to resign from my position of teacher at Washington Colony School, effective the 2017-2018 school year.

I have enjoyed teaching at Washington Colony. The community of Easton has been good to me, and the relationships that I've built with kids and parents are unforgettable. How many teachers get the privilege of having sons and daughters of former students in their classroom? Not too many. I have had the privilege of being a part of the Junior Doctors Academy, First Lego League, and the Math Lesson Study program. I have also enjoyed doing Rocket Club for over 25 years with an incident- and fire-free track record, if you don't count the rockets that went on the freeway.

I have enjoyed many good, solid friendships during my time of employment. Mrs. Barker and Mrs. Mitchell know more about teaching language that I will ever know, and it has been a genuine pleasure to work with them. Washington Colony is truly privileged to have teachers like Mr. Marquez, Mrs. Martinez, Mr. Shaffer, and so many others who, either now or in the past, have brought their best to their profession. Mrs. Diaz, Mrs. Hatler, and Miss Kaundart have all been extremely helpful and supportive this past year with some interesting students.

I want to thank Mr. Cruz for coming in on the heels of a very difficult period in the school's history. He has done a great job of getting Washington Colony back to being the caring place of learning it once was. I am honored to have been part of that reconstruction. It's just that I have found it hard to shake the effects of the years before Mr. Cruz arrived, and I need a change. So, I have accepted a position at a charter school in town. I will be teaching math (which I love), going nowhere near language arts (which I'm really not good at), and doing science and maker things with 4th through 8th graders.

I want to personally thank the Board of Washington Colony School, as well as its staff, for their input, support and tolerance during my time here. It's been fun, but it's time to hang the Mister B. sign in a different location for awhile. If there is anything I can do for Washington Colony in the future, please don't hesitate to contact me.

Sincerely and gratefully yours,

Jeff Brotnov

WCESD BOARD OF TRUSTEES

ITEM NO. VI.B.6
DATE: August 8, 2017

SUBJECT TITLE: INTERDISTRICT ATTENDANCE PERMITS

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

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

BACKGROUND

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

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

CONSIDERATION

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

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

Moved by _____ Second _____

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

district

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

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

Moved by _____ Second _____

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

WCESD BOARD OF TRUSTEES

ITEM NO. VI.C.1
DATE: August 8, 2017

SUBJECT TITLE: Kindergarten Camp

Action ___√___ Discussion _____ Information _____

RECOMMENDATION:

Ratify the Kindergarten Camp from August 7 – 9, 2017.

BACKGROUND:

Kinder Camp is a great way to introduce preschoolers to Kindergarten. The Children will interact with other children, make new friends, and develop social skills. The children will be well prepared for school expectations from their previous experiences in school or home. Children entering their classes will be ready to be successful in the Kindergarten Program. Kinder Camp is centered of fun activities, which teach math, reading, and music in a nurturing, supportive environment.

CONSIDERATION:

Ratify the Kindergarten Camp from August 7 – 9, 2017. See attached expenditures proposal for your review.

Moved by _____ Second _____

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

Kinder Camp Proposal

Kinder Camp is a great way to introduce preschooler to kindergarten. The children will interact with other children, make new friends, and develop social skills. The children will be well prepared for school expectations from their previous experiences in school or home. Children entering their classes will be ready to be successful in the Kindergarten Program. Kinder Camp is centered on fun activities, which teach math, reading, and music in a nurturing supportive environment.

DATES: August 7th-9th

Approximately: 15-20 students

Time: 8:00 a.m. to 11:00 a.m.

Criteria: ELD Status, Difficulty transition to Kindergarten (Behavior, Social Skills or academically).

Transportation: Parent Pick-up/ Bus Riders

Notification: Parents will be sent a letter of recommendation for their child to attend Kinder Camp, with a timeline of enrollment.

2017-2018 KINDER CAMP

SALARY CALCULATIONS

TEACHERS	
# OF HOURS	3
HOURLY RATE	$35.00
TOTAL DAILY	$105.00
DAILY STAT BENE(16.39%)	$17.21
TOTAL DAILY TEACH COST	$122.21
# OF DAYS (AUG 7-9)(STUDENT DAY 3) + (TEACH PREP 1)	4
COST PER TEACH	$488.83
# OF TEACHERS( )	1
TOTAL TEACHER SALARIES	**$488.83**

TOTAL SALARIES OUT OF GENERAL FUND	**$488.83**

WCESD BOARD OF TRUSTEES

ITEM NO. VI.C.2
DATE: August 8, 2017

SUBJECT TITLE: Fresno County Cradle to Career C2C

Action ___√___ Discussion _____ Information _____

RECOMMENDATION:

Approve the Fresno County Cradle to Career Washington Colony School District annual membership for the 2017-18 school year.

BACKGROUND

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

CONSIDERATION

Approve the Fresno County Cradle to Career Washington Colony School District annual membership for the 2017-18 school year.

"The *Cradle to Career Partnership* (C2C) provides the infrastructure for working across sectors to strategically inform, align, and leverage resources throughout Fresno County in order to affect positive change. No single institution, organization, or sector can do it alone."

"Cradle to Career brings together institutional leaders and synchronizes the community's collective resources mobilizing them toward improvement strategies. The partnership includes representatives from every applicable public and private organization including educational, health, civic, philanthropic, business, nonprofit and justice leaders. By working together, the partnership is building a culture of continuous improvement with a commitment to a disciplined process."

FINANCIAL IMPACT:

Total Amount $500 per year (2017-18)

FUNDING SOURCE:

General Fund (0100)

Moved by _____ Second _____

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

CRADLE TO CAREER
FRESNO COUNTY

June 5, 2017

Invoice #00216

Washington Colony Elementary School
Attn: Jesus Cruz

2017-2018	**Cradle to Career Fresno County annual membership fee**	$500.00
	Washington Colony Elementary School	

Payable and mail to:

Central Valley Community Foundation
(Memo: Fresno C2C Fund)
5260 N. Palm Ave. Suite 122
Fresno, CA 93704

CRADLE TO CAREER
FRESNO COUNTY

Partnership Agreement

This Partnership Agreement articulates the shared intention of the Fresno County Cradle to Career Partnership to continue and expand its collective efforts to dramatically improve outcomes, from cradle to career, for every child in our communities. We intend for all lessons learned in Fresno County to be shared valleywide.

Members guide the development, implementation, and evaluation of a collective, coordinated community effort that will lead to increases in social and educational outcomes for our young people, ultimately resulting in increased graduation rates from high school and post-secondary institutions that leads to a more prosperous community.

In order to achieve real, sustainable change for all our youth and their families, Fresno County leaders at all levels of the education, civic, health, nonprofit, housing, Justice, faith, philanthropic, and business sectors are working together as part of the Fresno County Cradle to Career Partnership to tackle some of our most pressing challenges and to take advantage of some of our biggest opportunities.

Members agree to the following:

- Work together to ensure that every child in Fresno County is healthy and thriving in the early years, prepared to enter school, is academically on-track throughout school and at key transitions, graduates from high school college and career ready, completes postsecondary training or higher education, and receives the support necessary from the community to address the economic and other challenges facing many of our families that inhibit the completion of these goals.

- Align and support individual, organizational and collective action, advocacy, and funding to the following key areas:
    - Preconception – 3 thriving
    - Kindergarten readiness
    - 3rd grade reading and math proficiency
    - Middle School (5^{th} and 8^{th}) reading and math proficiency
    - High school graduation, ready for success
    - Post-secondary enrollment and completion
    - Health, which is involved in all of the above areas

- Support the effective use of data for continuous improvement and commit to championing data-informed decision-making that are tied to outcome core indicator improvement.

- Provide guidance and make decisions on systemic and strategic issues that will enable improvements to outcomes in our community.

- Commit to regular attendance at scheduled meetings to achieve shared accountability, coordinated action along the education and community pipelines, and to better align advocacy and funding around what works.



- Evaluate the success of the Partnership by tracking its progress relative to the outcome areas, designated core and contributing indicators for those outcome areas, progress toward collaborative and collective action, and alignment of values of the partners.

This Partnership allows the community to use its assets in the best way possible by eliminating duplicate efforts and leveraging human and financial resources whenever possible. It provides assurance for funders in knowing their support is directed towards long-term, measured change through community-wide collaboration, rather than merely hoping for that outcome through support of multiple isolated efforts.

This Partnership Agreement is a statement of intent and commitment only and is not binding upon the parties.

Signature: _____

Organization _____

Name _____ Position _____

Date _____

CRADLE TO CAREER
FRESNO COUNTY

The mission of the Cradle to Career Partnership of Fresno County is to strengthen educational and community support systems through collaboration and build the capacity for all children and families to achieve success.

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About

The *Cradle to Career Partnership* (C2C) provides the infrastructure for working across sectors to strategically inform, align, and leverage resources throughout Fresno County in order to affect positive change. No single institution, organization, or sector can do it alone.

Cradle to Career brings together institutional leaders and synchronizes the community's collective resources mobilizing them toward improvement strategies. The partnership includes representatives from every applicable public and private organization including educational, health, civic, philanthropic, business, nonprofit and justice leaders. By working together, the partnership is building a culture of continuous improvement with a commitment to a disciplined process.

Through shared knowledge and data established workgroups are identifying gaps and seeking innovative solutions. Then by working with the Partnership Table resources are realigned to remove barriers for families and identify potential areas for policy change quickly and efficiently. C2C is poised to implement innovative solutions to common problems impacting our children, test them for effectiveness then, replicate successful solutions where needed. C2C is committed to identifying key practices that contribute to the overall well-being of Fresno County children.

Because ***they*** matter



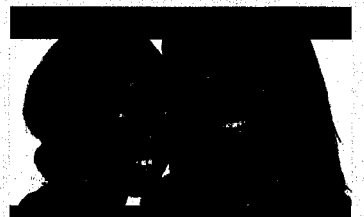
34%

of Fresno County kindergarteners are ready when they begin school



31%

of Fresno County third graders met the English Language Arts standards



72%

of Fresno County African American students graduate high school

We can ***fix*** this

History

The Cradle to Career Partnership of Fresno County has evolved from what was first introduced as Fresno Area Strive.

2011

Fresno Area Strive was coordinated by the Fresno COMPACT, a business and education coalition, and focused on developing a network of local partners committed to the success of our youth. The Fresno COMPACT introduced the national collective impact framework of Strive Together to the local business and education community.

2012

Fresno Area Strive outcomes and indicators were selected and a baseline report was presented to the community on kindergarten readiness, 3rd grade reading proficiency levels, 8th grade math proficiency, high school graduation rates, college entrance and college completion.

2013-2014

Workgroups formed around each outcome, with annual reports on participating school district data results through 2014. The use of disaggregated data to drive work development and the use of continuous learning methods were challenging to achieve.

2015

Building on Fresno Area Strive, the Cradle to Career Partnership expands and refreshes. In July 2015, the first of four meetings occurred to create a high level collaborative partnership across nine sectors and more than 37 participants to focus on one conversation to improve the cradle to career pipeline for families. Existing workgroups are trained on continuous improvement methods by StriveTogether.

2016

New, revised, or reaffirmed Cradle to Career outcomes and indicators were reviewed by the Partnership and selected. Workgroups begin to use data to focus efforts to determine and advance practices to impact the core indicators and outcomes. Cradle to Career becomes fully established with a strategic plan and Executive Director. C2C facilitates the efforts of workgroups and provides a feedback loop to the Cradle to Career Partnership. A new baseline report is in progress.

"We have a collective responsibility to help our families and kids succeed from conception to adulthood. The cross-sector sharing and collaboration achieved through Cradle to Career allows us to identify what works and do more of it."

-Jim Yovino, Fresno County Superintendent of Schools

Progress

Cradle to Career and its partnerships are already making a significant impact on Fresno County.

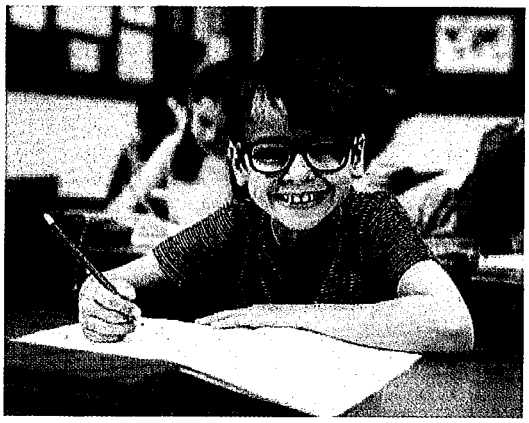
Completed Applications for Fresno State Soar as a Result of Institutions Communicating

C2C has already been instrumental in catalyzing innovation for big wins in our community. In May, Fresno State University and area school districts successfully converted 1,000 incomplete college applications to 950 completed applications. As a result of shared knowledge between FSU and the school districts, a barrier for many area student applicants was discovered – $75 application fee. This fee was eliminated and absorbed into the tuition fees.

In-Home Nurses at FUSD Bridge Gap for Students with High Health Risks

Similarly, the Director of Fresno County Public Health reported to the C2C Partnership about the positive effects of a nurse visiting the home during the early years of education. Fresno Unified subsequently put two RN positions into its budget to allow for in-home healthcare visits for its high-risk student families.

Pilot Vision Screening for Valley Children is a Success among Four Districts



Equally significant, The Children's Movement piloted a project to provide vision testing in a school in each of four school districts this past year, resulting in 1,840 children screened. Volunteer optometrists worked with Tzu Chi's mobile van and provided 112 children with full eye exams, of which 78% then received glasses immediately. The project leveraged a Tzu Chi donor to provide a dedicated mobile van to the Central Valley (a $500,000 investment) with another $90,000 raised locally to provide an optometrist to man the van, allowing for significantly more exams next year.

Each of the organizations and institutions involved in these examples are active members of the C2C Partnership. This is only the beginning – C2C will continue improving organizational dialogue, outcomes and efficiencies for the full continuum of our youth into adulthood.

The Goals

For the next three years, the *C2C Partnership* has identified **three immediate goals** (derived from eight overall outcome areas being addressed):

- Kindergarten readiness will increase by 10 percentage points each year.
- Third grade reading proficiency will increase by 10 percentage points each year.
- High school graduation will be 100% county-wide by 2020.

By collectively and strategically aligning leaders and leveraging resources–together, we can achieve these goals.

The Framework

Structure: The *C2C Partnership* uses the proven national framework of StriveTogether to guide and evaluate its progress. The continual evaluation and improvement of past effort and expansion planning since August 2015 has led to anticipated support from the James Irvine Foundation.

Funding: The James Irvine Foundation has funded 50% of the budget, with local sources committing to match the funds in progress. Approximately 75% of the full match for the first year is already committed (as of June 21, 2016 for FY 16-17).

Partnership: The *C2C Partnership* consists of 40 community leaders (in ten different sectors), fourteen data committee members, eight communications committee members, and two trained workgroup facilitators.

Partnership

The *Cradle to Career Partnership* (C2C) realizes that until all the system and program leaders are "in the same room and on the same page" our community's children will continue to remain at the same levels of success. That is not good enough for Fresno County's children. The *Cradle to Career Partnership* wants to change the silo view within systems to help ***all*** our children succeed. To do so starts long before a child enters school and continues through the entire trajectory of a child's emergence into adulthood.

If you want to go fast, go alone. If you want to go far, go together.

-African Proverb

Contact: Linda Gleason, Executive Director | linda@fresnoc2c.org | 559-696-4095

CRADLE TO CAREER
FRESNO COUNTY

Membership as of 2-1-17

*indicates Leadership Council member

K-12 Education	Higher Education	Civic	Health
Eric Cederquist PT Superintendent Fowler Unified	**Joseph Castro*** LC President California State University of Fresno	**Brian Pacheco*** PT Chair County Board of Supervisors	**Lynne Ashbeck** V.P. Population Health Community Medical Centers
Russell Freitas PT Superintendent Firebaugh-Las Deltas	**Flo Dunn** President California Health Sciences University	**Delfino Neira** PT Director Fresno County Social Services	**Todd Suntrapak** PT President and CEO Valley Children's Healthcare
Juan Garza Superintendent Kings Canyon Unified	**Birnell Hirning** PT Regional Vice President National University	**Preston Prince** CEO Fresno Housing Authority	**Ivonne Der Torosian*** Regional Vice President Hospital Council
Hank Gutierrez PT Assistant Superintendent Washington Unified School District	**Paul Parnell*** PT LC Chancellor State Center Community College District	**Jean Rousseau** PT Chief Administrative Officer County of Fresno	**Greg Hund** PT CEO CalViva Health
Michael Hanson* PT Superintendent Fresno Unified		**Lee Brand*** PT Mayor City of Fresno	**David Pomaville** PT Director Fresno County Public Health
Steve Rosa Superintendent/Principal Burrel Union Elementary School District			**Dawan Utecht** PT Director Fresno County Behavioral Health
Mark Sutton Superintendent Central Unified			
Jim Yovino* PT LC Superintendent Fresno County Office of Education			

CRADLE TO CAREER
FRESNO COUNTY

Early Learning

Gayle Duffy
Executive Director
Children Services Network

Mia Price
Child Care Center
Saint Agnes Medical Center

Emilia Reyes
First 5 Fresno County
Birth to Third Grade Challenge

Justice

Cliff Downing PT
Juvenile Div. Director
Fresno County Probation

Elizabeth Diaz PT
Fresno County Public Defender

Hon. Kimberly Nystrom-Geist
Juvenile Presiding Judge
Fresno Superior Court

Lisa Smittcamp PT
Fresno County District Attorney

Business

Jose Elgorriaga
General Manager
Univision

Marc Johnson* PT
Executive Director
Fresno Compact

Matt Rosenfeld
General Manager
KSEE-24 & KGPE-47

Todd Valeri
General Manager
American Ambulance

Nonprofit/CBO

Brian Angus* PT LC
CEO
Economic Opportunities Commission

Marilyn Bamford PT
Executive Director
Uplift Family Services

Luis Santana PT
Executive Director
Reading and Beyond

Philanthropy

Darius Assemi
President
Granville Foundation

Lindsay Callahan PT
Executive Director
United Way Fresno and Madera Counties

Ashley Swearingen* PT LC
President and CEO
Central Valley Community Foundation

Outcome Partners

Lilith Assadourian
First 5 Fresno County
Models of Care Policy Oversight Committee (MOCPOC)

Sara Bosse PT
Department of Public Health, Co-Lead
Fresno Community Health Improvement Partnership

Sandra Herrera Flores
Director
Pre-Term Birth Initiative

MaryJane Skjellerup PT
Entrepreneur in Resident
The Children's Movement

Eric Johnson
Fresno Compact/Lumina (Higher Education)

Deanna Mathies
Fresno Unified School District, Early Learning
Start Smart Start Strong

Angie Nguyen
Fresno Housing Authority

WCESD BOARD OF TRUSTEES

ITEM NO. VI.C.3
DATE: August 8, 2017

SUBJECT TITLE: FCSS ELA Professional Development Services Agreement, (ELA-Early Literacy, STEM/Math, Leadership C & I Coaching Support and Instructional Technology for the 2017-2018 school year)

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

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

BACKGROUND

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

CONSIDERATION

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

FINANCIAL IMPACT:

Total Contract Amount = $45,500.00

FUNDING SOURCE:

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

Moved by _____ Second _____

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

FCSS-PROVIDED SERVICES AGREEMENT ("Agreement")

Legal Doc. No. of this Signed Agreement *(FCOE Legal use only)*: 90779

COVER

Program/Event: Washington Colony Elementary School

AGENCY	FCSS
Washington Colony Elementary School **("Agency")** 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: Diane Leonardo, Sr. Director Dept.: Curriculum & Instruction Fresno County Office of Education 1111 Van Ness Avenue Fresno, CA 93721 Phone: (559) 265-3098 x 3281 Email: dleonardo@fcoe.org
CONTRACT TERM (see § 3.1)	**TERMINATION DURING CONTRACT TERM (see § 3.2)**
"Effective Date": July 1, 2017 **"Termination Date":** May 15, 2018	Ground for termination *(mark one)*: _ With cause x_ With or without cause **"Notice Period"**: At least 30 days before the effective date of termination of this Agreement

CONTRACT AMOUNT AND PAYMENT SCHEDULE (see Art. 2). Agency shall pay FCSS the Contract Amount stated below pursuant to the following "Payment Schedule" *(mark one and complete as indicated)*:

x_ PAYMENT SCHEDULE 1 – FIXED INSTALLMENT PAYMENT: $22,750 per semester, the sum of all payments shall *equal* the **"Contract Amount"** of $45,500 . FCSS shall submit each invoice for payment in December and May to Agency.

_ PAYMENT SCHEDULE 2 – RATE/NOT TO EXCEED CONTRACT AMOUNT: $_ per hour to be billed in 15 minute increment **OR** pursuant to the schedule attached as Exhibit 1 , the sum of all payments shall *not exceed* the **"Contract Amount"** of $_. FCSS shall submit each invoice for payment monthly/quarterly/annually to Agency.

_ PAYMENT SCHEDULE 3 – ENTIRE CONTRACT AMOUNT/COMPLETION OF ALL SERVICES: Entire **"Contract Amount"** of $_, the invoice for payment of which FCSS shall submit to Agency after FCSS has completed all Services.

_ PAYMENT SCHEDULE 4 – OTHER: The **"Contract Amount"** of $_, each invoice for payment of which FCSS shall submit to Agency monthly/quarterly/annually and the payment of each invoice of which FCSS shall make to Agency within 30 days after: (A) FCSS has completed the Services required of FCSS for the period for which FCSS requests payment; and (B) Agency has received FCSS' invoice requesting payment for such Services.

FCSS OBLIGATIONS. Unless specifically stated otherwise on this Cover, FCSS shall provide all labor, materials, equipment, and transportation necessary to perform the following "Services":

WHAT SERVICES WILL FCSS PROVIDE:

- ELA Professional Learning and Coaching: 23 full days at $850 per day and 1 half day at $450 per half day = $20,000
- Math Professional learning and Coaching: 10 days at $850 per day = $8,500
- Systems and Leadership Coaching: 8 days at $850 per day = $6,800
- Instructional Technology Professional Learning and Coaching: 12 days at $850 per day = $10,200

WHEN WILL FCSS PROVIDE THE SERVICES: Schedule to be determined by Agency and FCSS

WHERE WILL FCSS PROVIDE THE SERVICES: Washington Colony Elementary: 130 E. Lincoln Avenue, Fresno, CA 93706

AGENCY OBLIGATIONS. Agency shall perform all obligations required of Agency as set forth elsewhere in this Agreement and the following ***(leave blank if no additional obligations)***:
RECITALS/OTHER TERMS AND CONDITIONS ***(leave blank if none)***:
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, Agency 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.

AGENCY

By: _____
Print Name: Jesus Cruz
Title: Superintendent
//

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. By this Agreement, the Parties desire to set forth the terms and conditions upon which FCSS shall provide, and Agency 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 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 applicable laws, regulations, and requirements.

SECTION 1.3 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. Each Party grants to the other Party a limited license during the Contract Term to use and reproduce those portions of the other Party's Work necessary for the Party's performance of this Agreement. Upon termination of this Agreement and upon a Party's request, the other Party shall return any or all Work that belongs to the requesting Party. **"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 1.4 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 its contact person listed on the Cover or other designated FCSS staff, may authorize in writing; (B) unless specifically permitted by applicable laws, 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.

As full consideration and compensation for FCSS' performance of this Agreement, Agency shall pay FCSS the Contract Amount. If ***Payment Schedule 1 or 2*** is marked on the Cover, Agency shall pay FCSS within 30 days after: (A) FCSS has completed the Services required of FCSS for the period for which FCSS requests payment; and (B) Agency has received FCSS' invoice requesting payment. If ***Payment Schedule 3*** is marked on the Cover, Agency shall pay FCSS within 30 days after: (A) FCSS has completed *all* Services required of FCSS under this Agreement; and (B) Agency has received FCSS' invoice requesting payment. If ***Payment Schedule 4*** is marked on the Cover, Agency shall pay FCSS in accordance with the provisions stated on the Cover relating to Payment Schedule 4.

ARTICLE 3 TERM AND TERMINATION OF AGREEMENT.

SECTION 3.1 CONTRACT TERM. This Agreement is effective on the Effective Date and continues in full force and effect thereafter until and including the Termination Date and any extension thereto **("Contract Term")** and, unless

terminated during the Contract Term in accordance with Subsection 3.2.1 below, shall terminate at 12:00 midnight on the last day of the Contract Term without any notice or action by either Party. Any extension of the Contract Term shall be set forth in an amendment executed by the Parties.

SECTION 3.2 TERMINATION DURING CONTRACT TERM.

3.2.1 TERMINATION FOR CAUSE/WITHOUT CAUSE. During the Contract Term, a Party may terminate this Agreement as marked on the Cover: (A) *With or Without Cause* – 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; or (B) *With Cause* – A Party may terminate this Agreement only upon the other Party's material breach of one or more provisions of this Agreement and after the non-breaching Party has given the breaching Party written notice for the Notice Period stated on the Cover and an opportunity, within 30 days of the date on which the non-breaching Party received the breaching Party's notice, to cure the material breach and to notify the other Party in writing when such cure has been completed; if the breaching party has not cured the material breach upon expiration of the 30 days or any extension thereof agreed upon by the Parties, this Agreement shall terminate effective 12:00 midnight on the 30th day or the last day of the extension (if any) without any further notice or action by any Party.

3.2.2 RIGHTS AND OBLIGATIONS UPON TERMINATION. Upon termination of this Agreement, Agency shall pay FCSS for all Services that FCSS performed 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 Agency's receipt of FCSS' invoice. The provisions of this Subsection 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 Agency'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* with limits of not less than $1,000,000 or as required by California laws, whichever is greater; and *employer's liability insurance* of not less than $1,000,000; and (C) *commercial automobile liability* covering, at a minimum, 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.

Except as stated on the Cover in which case such provisions shall govern to the extent provided therein, 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 owner, director, officer, employee, or agent of Agency; (C) an officer, employee, or agent of FCSS; or (D) contracted with (whether directly or through a subcontract of any level) or otherwise retained by a Party to act for or on the Party's behalf. **"Final Determination"** means any judgment, order, or decision, each a **"Determination,"** by a court

of competent jurisdiction or a governmental entity with jurisdiction to render the Determination where the Determination is not subject to appeal or the period for an appeal has expired.

ARTICLE 6 DISPUTE RESOLUTION.

The Parties shall meet and confer in good faith to resolve any dispute between them arising out of, resulting from, or relating to this Agreement, including any Claim or Loss for which a Party seeks indemnity pursuant to Article 5 and any dispute relating to this Agreement that arises or occurs after the termination of this Agreement. During a dispute regarding payment under this Agreement, Agency 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, Agency 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, Agency 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, CONFLICT, 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 conflict or inconsistency in this Agreement shall be resolved by giving precedence as follows: Cover, General Terms and Conditions, exhibit or attachment stated in this Agreement as being a part of this Agreement, and the Required Documents. The Parties may execute this Agreement and any amendment in counterparts such that each Party's signature is on a separate page. A copy or an original of this Agreement or an amendment with the Parties' signatures, whether original or transmitted by electronic means, shall be deemed a fully executed contract. The Parties may amend or waive any provision of this Agreement only by a writing executed by them.

SECTION 7.2 INTERPRETATION; APPLICABLE LAWS AND TIME ZONE; VENUE; SEVERABILITY; AND SURVIVAL OF TERMINATION. If there is uncertainty of any language in this Agreement, the Parties agree that Civil Code section 1654 shall not apply to interpret the uncertainty. The language of this Agreement shall be interpreted according to its fair meaning and not strictly for or against any Party and under California laws without giving effect to California's choice of law provisions that may result in the application of the laws of another jurisdiction. All dates and times stated in this Agreement shall be according to Pacific Time. All causes of action, actions, lawsuits, and proceedings arising out of, resulting from, or relating to this Agreement shall be adjudicated in state or federal court in Fresno County, California, provided that 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 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.

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