ROUTINE ITEMS

WCESD BOARD OF TRUSTEES

ITEM NO. IV.A
DATE: September 12, 2017

SUBJECT TITLE: APPROVE AGENDA

Action √ Discussion _____ Information _____

RECOMMENDATION

Approve agenda for the September 12, 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, September 12, 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 September 12, 2017 Regular Board Meeting

B. Adopt Minutes

1. August 8, 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. Financial Report(s)*

3. CSBA Policy Workshop Update**

4. PG&E Contract Renewal Request Update**

5. Superintendent's Report**

a) Facilities Repairs for Bathrooms Update**

6. Local Control & Accountability Plan Update**

7. California Assessment of Students Performance and Progress (CAASPP) Report**

B. Personnel/Students

1. ADA/Enrollment Report*

2. Suspension Report* - E. Diaz

****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. 2016-2017 Unaudited Actuals Financial Report

Approve the 2016-17 Unaudited Actuals Report

2. Resolution for the Gann Amendment

Adopt Resolution No. 17/18-02 *Resolution for the Gann Amendment*

3. Warrants

Review and Ratify Warrants paid for the period August 1 – August 31, 2017.

4. Contract/Service Agreements

a) FCSS Digital Portal Services Agreement, 2017-18

b) FCSS District Library Services Agreement, 2017-18

c) FCSS School Psychologist Services Agreement, 2017-18

d) TCOE, ELD Coaching & Professional Development Services Agreement, 2017-18

e) Self-Insured Schools OSS JPA Agreement, 2017-18

f) Self-Insurance Group FCSIG Agreement, 2017-18

5. Consideration of Approval of the Growth Project Amendment #1 to Agreement between Washington Colony and Mangini Associates Inc. Architects for DSA Resubmittal

Approve the Growth Project Amendment #1 to Agreement between Washington Colony and Mangini Associates Inc. Architects for DSA Resubmittal.

6. Consideration of Cancellation of Distribution Service and Extension Agreement, signed December 2nd, 2013 with Pacific Gas and Electric Company

Approve the Cancellation of Distribution Service and Extension Agreement, signed December 2nd, 2013 with Pacific Gas and Electric Company.

7. Consideration of Approval of Gas and Electric Extension Agreement with Pacific Gas and Electric Company relating to Washington Colony Pump Project

Approve the Gas and Electric Extension Agreement with Pacific Gas and Electric Company relating to the Washington Colony Pump project.

8. Conference Attendance

Consider authorizing attendance participation to Board Trustee Dack, Trustee Mathew, Trustee Chavez, Trustee Mendoza and Superintendent/Principal Mr. Cruz to attend the CSBA Annual Education

Conference 2017 in San Diego, California November 30 – December 2, 2017.

B. Personnel/Students

1. Offer of Employment for Temporary Part Time Intervention Support Teacher (Reading Lab Teacher)

Ratify of Offer of employment to Kimberly Crow – Part Time Intervention Support Teacher (Reading Lab 5.5 hours/149 days)

2. Interdistrict Attendance Permits

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

C. Curriculum/Instruction/Assessment

1. Annual Public Hearing and Resolution on Sufficiency of Instructional Materials

Adopt Resolution No. 17/18-03 *Resolution Regarding Sufficiency or Insufficiency of Instructional Materials*

VII. Closed Session

The Board will meet in closed session pursuant to:

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

Government Code section 54957
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: Superintendent

VIII. Reconvene

IX. Adjournment

WCESD BOARD OF TRUSTEES

ITEM NO. IV.B.1
DATE: September 12, 2017

SUBJECT TITLE: ADOPT MINUTES

Action √ Discussion _____ Information _____

RECOMMENDATION

Adopt minutes of the August 8, 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, 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

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I. Call to Order

The August 8, 2017 Regular Board Meeting was called to order at 6:30 p.m. by Bob Dack, Board President.

II. Roll Call

All Members Present: Bob Dack, Pete Mathew, Liz Faccinto, Gary Chavez, Rene Mendoza; member(s) absent: None.

III. Pledge of Allegiance

The Pledge of Allegiance was led by Bob Dack.

IV. Routine Items

A. Approve Agenda

The agenda for the August 8, 2017 Regular Board Meeting was approved on a motion by Liz Faccinto, seconded by Gary Chavez. (Ayes: Dack, Chavez, Faccinto, Mathew, Mendoza; Noes: None; Abstentions: None; Absent: None)

B. Adopt Minutes

1. June 27, 2017 Regular Board Meeting

The minutes of the June 27, 2017 Regular Board Meeting, were adopted on a motion by Pete Mathew, seconded by Gary Chavez (Ayes: Dack, Chavez, Faccinto, Mathew, Mendoza; Noes: None; Abstentions: None; Absent: None)

C. *Public Comment/Board Comment*

No Public Comment.

D. *Correspondence*

No correspondence at this time.

V. Reports/Discussion/Information

A. *Administration/Business/Governance*

1. Board History – J. Cruz

The Board reviewed excerpts from the minutes of meetings held August 24, 1942; and August 2, 1967.

2. Fiscal Report*

The Fiscal Report was presented which indicated "What You Need To Know About Proposition 51 and the State Facility Program."

3. Financial Report(s)*

Cash and County Treasury Report for June 2017 and July 2017 – Written Reports

4. Building Project for Washington Colony Update**

Mr. Cruz: informed the board that 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. In addition, the district will be expecting additional notifications from DGS in order to determine the timeline for the funding allocation. On August 2, 2017 the district met and consulted with the architects to discuss this change in status and DSA requirements for this building project.

Bob Dack: Indicated that Project Plan extensions already given by Department of State Architects (DSA) have expired. It is projected for the district to receive funding within the next 18 months.

Mr. Cruz: Added that after resubmitting the Building Project Plans to DSA, the district has to meet Enrollment Eligibility and resubmit it to the State Board before any funding is released. We will continue to consult with SchoolWorks eligibility criteria. Also, the energy requirements change and the electrical cost go up with no additional funding given. It is possible to re-run the contracts for the PG&E for this project and pump electrical installations.

Bob Dack: the Project plans are still good for a year. The district needs to resubmit plans to DSA and will not lose our place in line just need to reapply. They are not going to give additional money. We have to go back and get the plans re-approve and re-stamp by DSA which will come out of school funding; general fund. It will be a cost and get the process going it should be ok to get going within 18 months re-justify enrollment to meet eligibility criteria. Bigger classes are coming in Kindergarten compare to this year small class in 8th grade. We have the CBEDS coming in October, which will help the district.

Pete Mathew: added, there are other districts in the same situation as we are so it will hopefully change. The building cost has increased; we hope that OPSC speed up the process and we get the funding for this project sooner.

5. Quarterly Report on Williams Uniform Complaints*

Written Report was presented to the Board. No Complaints were reported.

6. Superintendent's Report*

a) Professional Development Plan 2017 – 18**
Mr. Cruz: provided a PowerPoint with the Professional Development plan according to the LCAP goals that included the Focus with Reading, Reading Lab and intervention, K-5 Literacy, 6-8 Literacy, Instructional technology services, STEM, Math Support/Coaching (3rd – 5th), AR support and systems of Leadership.

b) Summer Facility Projects Update 2017**
Mr. Cruz: Provided and update to the Board regarding the summer facility project that included: Cameras being installed, Middle School safety Gate being installed, all touch up regular exterior painting work is on hold, all new classroom furniture for grades K-2 is in place, the trophy case and steps to stage are on back order, and the update on the new Kitchen Kettle that has been ordered and will take couple weeks to get here and that will replace the 50 year old Kettle.

7. LOCAL CONTROL AND ACCOUNTABILITY PLAN REVIEW 1**

Mr. Cruz: informed the Board that the FCOE recommended the review of some New Template LCAP sections that needed technical adjustments in specific areas. The LCAP revisions were submitted to the FCOE on August 1, 2017 and all areas of the LCAP met the requirements. Therefore, FCOE School Services and Fiscal department will inform the district of the final approval in a correspondence early September 2017.

B. Personnel/Students

1. ADA/Enrollment Report*

Enrollment reported at 431 for the month of August 2017.

**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

The Board adopted Resolution No. 17/18-01 to establish temporary inter-fund transfers of special or restricted fund moneys on a motion by Pete Mathew, seconded by Liz Faccinto. (Ayes: Dack, Chavez, Faccinto, Mathew, Mendoza; Noes: None; Abstentions: None; Absent: None)

2. Warrants

The Board reviewed and ratified Warrants paid for the period June 1 – June 30, 2017 and July 1– July 31, 2017 on a motion by Liz Faccinto, seconded by Gary Chavez. (Ayes: Dack, Chavez, Faccinto, Mathew, Mendoza; Noes: None; Abstentions: None; Absent: None)

3. Policy Adoption

The Board adopted BP 5141.52 Suicide Prevention and AR 5141.52 Suicide Prevention on a motion by Gary Chavez, seconded by Pete Mathew. (Ayes: Dack, Chavez, Faccinto, Mathew, Mendoza; Noes: None; Abstentions: None; Absent: None)

4. Contract/Service Agreements

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

The Board approved the independent contractor services agreement: Presence Learning Online Speech Services, 2017-18 on a motion by Liz Faccinto, seconded by Pete Mathew. (Ayes: Dack, Chavez, Faccinto, Mathew, Mendoza; Noes: None; Abstentions: None; Absent: None)

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

The Board approved the FCSS Truancy Intervention Program (TIP) MOU Service Agreement, 2017-18 on a motion by Gary Chavez, seconded by Liz Faccinto. (Ayes: Dack, Chavez, Faccinto, Mathew, Mendoza; Noes: None; Abstentions: None; Absent: None)

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

The Board approved the FCSS CA Healthy Youth Act Training Service Agreement, 2017-18 on a motion by Pete Mathew, seconded by Gary

Chavez. (Ayes: Dack, Chavez, Faccinto, Mathew, Mendoza; Noes: None; Abstentions: None; Absent: None)

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

The Board approved Kamran and Company, Inc. Proposal for Kitchen Kettle on a motion by Gary Chavez, seconded by Liz Faccinto. (Ayes: Dack, Chavez, Faccinto, Mathew, Mendoza; Noes: None; Abstentions: None; Absent: None)

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

The Board approved Valley Wrought Iron by Henry Mendez Proposal for Middle School Safety Gate on a motion by Rene Mendoza, seconded by Liz Faccinto. (Ayes: Dack, Chavez, Faccinto, Mathew, Mendoza; Noes: None; Abstentions: None; Absent: None)

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

The Board approved Protect Digital Video Security Proposal for School Safety surveillance cameras on a motion by Liz Faccinto, seconded by Rene Mendoza. (Ayes: Dack, Chavez, Faccinto, Mathew, Mendoza; Noes: None; Abstentions: None; Absent: None)

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

The Board approved T.N.J. Electric, INC. Harris Electric Proposal for CAT 5 Cable Installation for cameras on a motion by Rene Mendoza, seconded by Gary Chavez. (Ayes: Dack, Chavez, Faccinto, Mathew, Mendoza; Noes: None; Abstentions: None; Absent: None)

5. Conference Attendance

The Board approved and authorized participation to Superintendent/Principal, Mr. Cruz to attend the CLSBA Unity Conference 2017 "Building Bridges for All Students". San Diego, October 5 - 8, 2017 on a motion by Gary Chavez, seconded byLiz Faccinto. (Ayes: Dack, Chavez, Faccinto, Mathew, Mendoza; Noes: None; Abstentions: None; Absent: None)

6. Surplus Equipment/Obsolete Textbooks

The board approved the disposal of obsolete technology equipment and obsolete instructional equipment on a motion by Liz Faccinto, seconded by Gary Chavez. (Ayes: Dack, Chavez, Faccinto, Mathew, Mendoza; Noes: None; Abstentions: None; Absent: None)

B. Personnel/Students

1. Offer of Employment for 4th Grade Teacher

The Board ratified offer of employment for Iman Obeid – 4th Grade Teacher on a motion by Pete Mathew, seconded by Gary Chavez. (Ayes: Dack, Chavez, Faccinto, Mathew, Mendoza; Noes: None; Abstentions: None; Absent: None)

2. Offer of Employment for Classified Employee

Ratify offer of employment for Rajdeep Kaur – Instructional Aide (Part - Time Position) on a motion by Liz Faccinto, seconded by Rene Mendoza. (Ayes: Dack, Chavez, Faccinto, Mathew, Mendoza; Noes: None; Abstentions: None; Absent: None)

3. Ratify Contract for Certificated Management Employee

The Board ratified contract of employment for Evelyn Diaz – Assistant Principal on a motion by Liz Faccinto, seconded by Gary Chavez. (Ayes: Dack, Chavez, Faccinto, Mathew, Mendoza; Noes: None; Abstentions: None; Absent: None)

4. Resignation

The Board ratified Superintendent's acceptance of resignation from Jeff Brotnov, 4th Grade Teacher on a motion by Liz Faccinto, seconded by Gary Chavez. (Ayes: Dack, Chavez, Faccinto, Mathew, Mendoza; Noes: None; Abstentions: None; Absent: None)

5. Interdistrict Attendance Permits

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

C. Curriculum/Instruction/Assessment

1. Kindergarten Camp

The Board approved the Kindergarten Camp from August 7 – 9, 2017 on a motion by Liz Faccinto, seconded by Pete Mathew. (Ayes: Dack, Chavez, Faccinto, Mathew, Mendoza; Noes: None; Abstentions: None; Absent: None)

2. Fresno County Cradle to Career C2C

The Board approved the Fresno County Cradle to Career Washington Colony School District annual membership on a motion by Gary Chavez,

seconded by Liz Faccinto. (Ayes: Dack, Chavez, Faccinto, Mathew, Mendoza; Noes: None; Abstentions: None; Absent: None)

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)
The Board approved the ELA Professional Development Services Agreement with Fresno County Office of Education for the 2017-18 school year on a motion by Pete Mathew, seconded by Gary Chavez. (Ayes: Dack, Chavez, Faccinto, Mathew, Mendoza; Noes: None; Abstentions: None; Absent: None)

VII. Closed Session

The Board met in closed session beginning at 7:48p.m. on a motion by Pete Mathew, seconded by Liz Faccinto. (Ayes: Dack, Chavez, Faccinto, Mathew, Mendoza; Noes: None; Abstentions: None; Absent: None) pursuant to:

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

VIII. Reconvene

The Board reconvened to open session at 8:06 p.m. on a motion by Pete Mathew, seconded by Liz Faccinto. (Ayes: Dack, Chavez, Faccinto, Mathew, Mendoza; Noes: None; Abstentions: None; Absent: None)

Nothing to Report.

IX. Adjournment

The meeting was adjourned at 8:07 p.m. on a motion by Gary Chavez, seconded by Rene Mendoza. (Ayes: Dack, Chavez, Faccinto, Mathew, Mendoza; Noes: None; Abstentions: None; Absent: None)

Robert E. Dack, President

Gary Chavez, Clerk

WCESD BOARD OF TRUSTEES

ITEM NO. IV.C
DATE: September 12, 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: September 12, 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

"The farther backward you can look, the farther forward you are likely to see."
~ Winston S. Churchill

Excerpts from the minutes of meetings held September 12, 1967; follow for your review.

WASHINGTON COLONY SCHOOL
BOARD OF TRUSTEES

MINUTES OF REGULAR MEETING

September 12, 1967

Meeting was called to order in the library of Washington Colony School at 7:30 p.m. with all members present, and James Massie, Secretary to the Board.

MAINTENANCE REGISTERS No. 4 & 5 and WARRANTS Nos. 50 to 74 were approved for payment and were signed following a motion by John Moran, seconded by Art Jensen.

INTERDISTRICT ATTENDANCE PERMITS: Henry Salwasser made a motion, 2nd by John Moran that the following students be issued inter-district attendance permits:

In-coming students:
John Almgren, grade 8 - from Orange Center School
Mary Ellen Clark, Grade 6 - from Fresno City Unified Schools
William Clark, Grade 4 - from Fresno City Unified Schools
Larry Martin, grade 8 - from Pacific Union School

Out-going students:
Lynn Van Hoosen, grade 1 and Ranai Van Hoosen, grade 2 - to Fresno City Schools

RESOLUTION REGARDING METHOD OF VERIFYING ILLNESS OF STUDENTS: Following a motion by Bud Barberich, 2nd by Henry Salwasser, the following resolution was adopted:

"Verification of illness of a student shall be by note, phone call or personal contact with one of the following persons: (public Health Nurse; (2) Principal; (3) School Secretary, (4) Teacher - in contact with (1) Parent; (2) Guardian; (3) Physician."

FIRST DAY ENROLLMENT: Mr. Massie announced to the Board that we had 406 students on the first day of school, September 11.

WORK PERMITS FOR GRAPE HARVEST: Mr. Massie stated to the Board that the school is complying with the request of the Fresno County Schools Child Welfare and Attendance office in granting permission for the students who have work permits and who request permission to be allowed to be out of school no later than September 24, 1967 for the purpose of aiding in the harvesting of perishable crops.

STREET LIGHTS: Mr. Massie informed the Board that he had contacted Mr. Ed Dack in regards to the placement of street lights along Lincoln avenue in Easton, and that Mr. Dack reports that they will be placed along Lincoln Avenue at the corners of Lily, Crooks, Lotus and Poppy.

NEW TEACHERS: Mr. Massie announced to the Board the hiring of three new teachers:
Grade 4, Alan Toole - Salary, ~~$4500.00~~ 5400
Grade 7, E. Earleen Biggs - Salary, ~~$4500.00~~ 5400
Grade 7, George Thomas Flynn - Salary ~~$4500.00~~ 5400

MINUTES OF REGULAR MEETING, September 12, 1967 (Continued)

INSPECTION OF NEW KITCHEN EQUIPMENT: The Board visited the kitchen to inspect the new Steam Jacketed Kettle and the new Gas Range purchased under the State School Buildin Program.

DISPOSAL OF OLD GAS RANGE: The Board, upon motion of John Moran, seconded by Henry Salwasser, declared the old kitchen ranges as unusable and instructed Mr. Massie to dispose of them by having them hauled away.

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

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

Approved by:

_____, President
(Bruce Blacksill)

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

ma

WCESD BOARD OF TRUSTEES

ITEM NO. V.A.2
DATE: September 12, 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 August 2017 follows for your review.

Cash In County Treasury
Aggregate

From 8/1/2017 thru 8/31/2017
Fund: 0100 (6150 60001) General Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 8/1/2017							$2,367,861.64
8/9/2017	APY -20178	Accounts Payable 8/9/2017	$0.00	$57,764.70	$4,171,643.02	$1,861,546.08	$2,310,096.94
8/11/2017	APY -20178	Accounts Payable 8/11/2017	$0.00	$98,627.95	$4,171,643.02	$1,960,174.03	$2,211,468.99
8/11/2017	LB -201781	Accounts Payable 8/11/2017	$0.00	$14,191.53	$4,171,643.02	$1,974,365.56	$2,197,277.46
8/16/2017	TF -180281	18-PRIOR UNSECURED FY 15-16 1ST	$212.19	$0.00	$4,171,855.21	$1,974,365.56	$2,197,489.65
8/16/2017	TF -180282	18-SECURED INTEREST 2ND FY 16-17 000178	$227.19	$0.00	$4,172,082.40	$1,974,365.56	$2,197,716.84
8/21/2017	TF -180277	16/17 LCFF Co. Operated Programs	$0.00	$12,063.00	$4,172,082.40	$1,986,428.56	$2,185,653.84
8/23/2017	APY -20178	Accounts Payable 8/23/2017	$0.00	$167,319.85	$4,172,082.40	$2,153,748.41	$2,018,333.99
8/23/2017	LB -201782	Accounts Payable 8/23/2017	$0.00	$69.71	$4,172,082.40	$2,153,818.12	$2,018,264.28
8/25/2017	APY -20178	Accounts Payable 8/25/2017	$0.00	$9,810.74	$4,172,082.40	$2,163,628.86	$2,008,453.54
8/28/2017	TF -180314	#0165 FICA CHRGS FOR 8/31/2017 PAYROLL	$0.00	$1,739.00	$4,172,082.40	$2,165,367.86	$2,006,714.54
8/28/2017	TF -180315	#0166 MEDICARE CHRGS FOR 8/31/2017 PAYR(	$0.00	$723.12	$4,172,082.40	$2,166,090.98	$2,005,991.42
8/28/2017	TF -180318	#0180 PERS DIST CHRGS-AUG 2017 REG PAYR(	$0.00	$3,846.47	$4,172,082.40	$2,169,937.45	$2,002,144.95
8/28/2017	TF -180322	# 0181 STRS DIST CONT-AUG 2017 REG PAYRC	$0.00	$2,904.49	$4,172,082.40	$2,172,841.94	$1,999,240.46
8/29/2017	TF -180291	JV#169 17-18 ADVANCE PRINCIPAL APPORTIO	$166,602.00	$0.00	$4,338,684.40	$2,172,841.94	$2,165,842.46
8/29/2017	TF -180292	JV#170 17-18 STATE APPORTIONMENT TRANS	$5,531.00	$0.00	$4,344,215.40	$2,172,841.94	$2,171,373.46
8/29/2017	TF -180350	18-CURRENT SECURED SUPP 12TH & 1ST FY 1	$2,558.34	$0.00	$4,346,773.74	$2,172,841.94	$2,173,931.80
8/31/2017	PAY -83117	PAYROLL 8/31/2017	$10,290.67	$158,662.75	$4,357,064.41	$2,331,504.69	$2,025,559.72
	Total Activity		$185,421.39	$527,723.31			
	Ending Balance				$4,357,064.41	$2,331,504.69	$2,025,559.72

Cash In County Treasury
Aggregate

From 8/1/2017 thru 8/31/2017
Fund: 1200 (6150 60012) Child Development Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 8/1/2017							$79,805.79
8/9/2017	APY -20178	Accounts Payable 8/9/2017	$0.00	$1,533.07	$82,645.87	$4,373.15	$78,272.72
8/11/2017	APY -20178	Accounts Payable 8/11/2017	$0.00	$610.06	$82,645.87	$4,983.21	$77,662.66
8/11/2017	LB -201781	Accounts Payable 8/11/2017	$0.00	$203.91	$82,645.87	$5,187.12	$77,458.75
8/23/2017	APY -20178	Accounts Payable 8/23/2017	$0.00	$1,775.07	$82,645.87	$6,962.19	$75,683.68
8/28/2017	TF -180318	#0180 PERS DIST CHRGS-AUG 2017 REG PAYR(	$0.00	$55.99	$82,645.87	$7,018.18	$75,627.69
8/28/2017	TF -180322	# 0181 STRS DIST CONT-AUG 2017 REG PAYRC	$0.00	$224.10	$82,645.87	$7,242.28	$75,403.59
8/31/2017	PAY -83117	PAYROLL 8/31/2017	$327.63	$2,429.37	$82,973.50	$9,671.65	$73,301.85
	Total Activity		$327.63	$6,831.57			
	Ending Balance				$82,973.50	$9,671.65	$73,301.85

Cash In County Treasury
Aggregate

From 8/1/2017 thru 8/31/2017
Fund: 1300 (6150 60008) Cafeteria Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 8/1/2017							$169,623.03
8/9/2017	APY -20178	Accounts Payable 8/9/2017	$0.00	$1,921.93	$176,570.36	$8,869.26	$167,701.10
8/9/2017	LB -201789	Accounts Payable 8/9/2017	$0.00	$1,318.10	$176,570.36	$10,187.36	$166,383.00
8/11/2017	APY -20178	Accounts Payable 8/11/2017	$0.00	$1,778.38	$176,570.36	$11,965.74	$164,604.62
8/11/2017	LB -201781	Accounts Payable 8/11/2017	$0.00	$442.16	$176,570.36	$12,407.90	$164,162.46
8/23/2017	APY -20178	Accounts Payable 8/23/2017	$0.00	$1,944.63	$176,570.36	$14,352.53	$162,217.83
8/23/2017	LB -201782	Accounts Payable 8/23/2017	$0.00	$684.97	$176,570.36	$15,037.50	$161,532.86
8/28/2017	TF -180318	#0180 PERS DIST CHRGS-AUG 2017 REG PAYR(	$0.00	$411.87	$176,570.36	$15,449.37	$161,120.99
8/31/2017	CA -38078	393886 AD MEAL	$348.25	$0.00	$176,918.61	$15,449.37	$161,469.24
8/31/2017	CA -38078	393886 ST MEAL	$80.40	$0.00	$176,999.01	$15,449.37	$161,549.64
8/31/2017	CA -38078	AR-16-17 ACCOUNTS RECEI	$43,448.23	$0.00	$220,447.24	$15,449.37	$204,997.87
8/31/2017	PAY -83117	PAYROLL 8/31/2017	$473.67	$3,329.73	$220,920.91	$18,779.10	$202,141.81
	Total Activity		$44,350.55	$11,831.77			
	Ending Balance				$220,920.91	$18,779.10	$202,141.81

Cash In County Treasury
Aggregate

From 8/1/2017 thru 8/31/2017
Fund: 1400 (6150 60005) Deferred Maintenance Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 8/1/2017							$100,914.66
		Total Activity	$0.00	$0.00			
		Ending Balance			$100,914.66	$0.00	$100,914.66

Cash In County Treasury
Aggregate

From 8/1/2017 thru 8/31/2017
Fund: 1500 (6150 60010) Pupil Transportation Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 8/1/2017							$46,262.39
		Total Activity	$0.00	$0.00			
		Ending Balance			$46,262.39	$0.00	$46,262.39

Cash In County Treasury
Aggregate

From 8/1/2017 thru 8/31/2017
Fund: 1700 (6150 60020) Special Reserve Fund for Other Than Capital Outlay Projects

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 8/1/2017							$105,358.60
		Total Activity	$0.00	$0.00			
		Ending Balance			$105,358.60	$0.00	$105,358.60

Cash In County Treasury
Aggregate

From 8/1/2017 thru 8/31/2017
Fund: 2000 (6150 60078) Special Reserve Fund for Postemployment Benefits

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 8/1/2017							$284,129.96
		Total Activity	$0.00	$0.00			
		Ending Balance			$284,129.96	$0.00	$284,129.96

Cash In County Treasury
Aggregate

From 8/1/2017 thru 8/31/2017
Fund: 2100 (6150 65069) Building Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 8/1/2017							$316.35
		Total Activity	$0.00	$0.00			
		Ending Balance			$316.35	$0.00	$316.35

Cash In County Treasury
Aggregate

From 8/1/2017 thru 8/31/2017
Fund: 2500 (6150 60006) Capital Facilities Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 8/1/2017							$7,777.13
		Total Activity	$0.00	$0.00			
		Ending Balance			$7,777.13	$0.00	$7,777.13

Cash In County Treasury
Aggregate

From 8/1/2017 thru 8/31/2017
Fund: 3500 (6150 60066) County School Facilities Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 8/1/2017							$14,133.04
		Total Activity	$0.00	$0.00			
		Ending Balance			$14,133.04	$0.00	$14,133.04

Cash In County Treasury
Aggregate

From 8/1/2017 thru 8/31/2017
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 8/1/2017							$13,378.39
		Total Activity	$0.00	$0.00			
		Ending Balance			$13,378.39	$0.00	$13,378.39

Cash In County Treasury
Aggregate

From 8/1/2017 thru 8/31/2017
Fund: 5100 (6150 65070) Bond Interest and Redemption Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 8/1/2017							$2,434.11
8/16/2017	TF -180281	18-PRIOR UNSECURED FY 15-16 1ST	$7.28	$0.00	$24,364.52	$21,923.13	$2,441.39
8/16/2017	TF -180282	18-SECURED INTEREST 2ND FY 16-17 000178	$22.65	$0.00	$24,387.17	$21,923.13	$2,464.04
8/29/2017	TF -180350	18-CURRENT SECURED SUPP 12TH & 1ST FY 1	$691.68	$0.00	$25,078.85	$21,923.13	$3,155.72
	Total Activity		$721.61	$0.00			
	Ending Balance				$25,078.85	$21,923.13	$3,155.72

WCESD BOARD OF TRUSTEES

ITEM NO. V.A.3
DATE: September 12, 2017

SUBJECT TITLE: CSBA Policy Workshop Update

Action _____ Discussion _____ Information ___√___

BACKGROUND

CSBA has provided Washington Colony with a Policy Service Quote.

CONSIDERATION

Currently CSBA provides Washington Colony with the GAMUT online service. The GAMUT online is a service that makes it easy for districts to locate a policy on any topic. In addition, to the Gamut online, CSBA also provides the Policy Development Workshop (PDW). The Policy Development Workshop is designed to either develop a new policy manual or have comprehensive updates to the existing policy manual to help address new issues and achieve compliance with state and federal mandates. The PDW is a 2 – 3 day workshop that pairs district administrators and/or board members with expertise of a CSBA consultant to generate a clear, user-friendly district policy manual that complies with state and federal law and meets local needs.

As for ESSA and LCFF, they are such a large part of our current education system that they are referenced throughout many polices and regulations in the manual. It will take few months in advance to schedule a Policy Development Workshop this year. Given the high volume of updates over the past few years, is recommended for the district to look into this option of the Policy Development Workshop in order to stay current with policies updates and bring the manuals up to date.

As we continue to update Board Policies throughout the year, this will be another option to consider the Policy Service perhaps this Spring/Summer.

Washington Colony ESD

Policy Services Quote[1]

GAMUT Online — $ 1,355/year

CSBA has a service that makes it easy for you to locate a policy on any topic. GAMUT Online offers quick access to 650-plus sample board policies, regulations, bylaws, and their legal references, including the entire Education Code, Title 5 regulations and other referenced state and federal code sections. GAMUT Online also features a "keyword" index, and the ability to easily download sample policies and regulations to word processing programs for editing. GAMUT Online is updated regularly and email notifications alert you when the CSBA sample policy manual has been revised.

Policy Development Workshop (PDW) — $ 3,815

GAMUT Online subscribers can participate in comprehensive Policy Development Workshop (PDW) to either develop a new policy manual or have comprehensive updates to their existing policy manual to help address new issues and achieve compliance with state and federal mandates. The 2-3 day workshop pairs the knowledge and experience of district or county office of education administrators and/or board members with the expertise of a CSBA consultant to generate a clear, user-friendly district/COE policy manual that complies with state and federal law and meets local needs. School districts and COEs of all sizes can benefit from an individual district policy workshop designed and led by CSBA. The price quoted reflects a **50% discount** for subscribing to GAMUT Online. Group discounts may be available for districts with less than 1,000 ADA. For more information, please call (800) 266-3382 or email policy@csba.org.

Manual Maintenance — $ 1,980/year

Districts that have completed a Policy Development Workshop can keep their policy manual updated with CSBA's Manual Maintenance service. Updated policy packets are issued five times a year and contain sample policy language that may be modified to reflect local goals, philosophy and practices. Manual Maintenance users receive exclusive track changes and CSBA provides word processing of your district-adopted policies and regulations incorporating any modifications, official adoption dates, and your district name. This service is provided electronically (via email).

Policy Online *(Combined price of GAMUT Online + Manual Maintenance)*

By subscribing to Gamut Online and Manual Maintenance you will receive our complimentary Policy Online service that includes the posting of your district's policy manual on Gamut Online. Additional benefits include:

- Engage staff, parents, students and community members by providing them with online access to your manual via a "public" account. Increase transparency in district operations and community engagement
- Online access to your district's policy manual, legal references and other member district manuals. Assure district leadership that everyone is relying on the same policy
- Eliminate the need for policy binders and a cumbersome policy dissemination process
- Unlimited user accounts for district staff and board members to access sample board policies

--February 2017

[1] Prices subject to change. Contact Policy Service for current pricing.

WCESD BOARD OF TRUSTEES

ITEM NO. V.A.4
DATE: September 12, 2017

SUBJECT TITLE: PG&E Contract Renewal Request Update

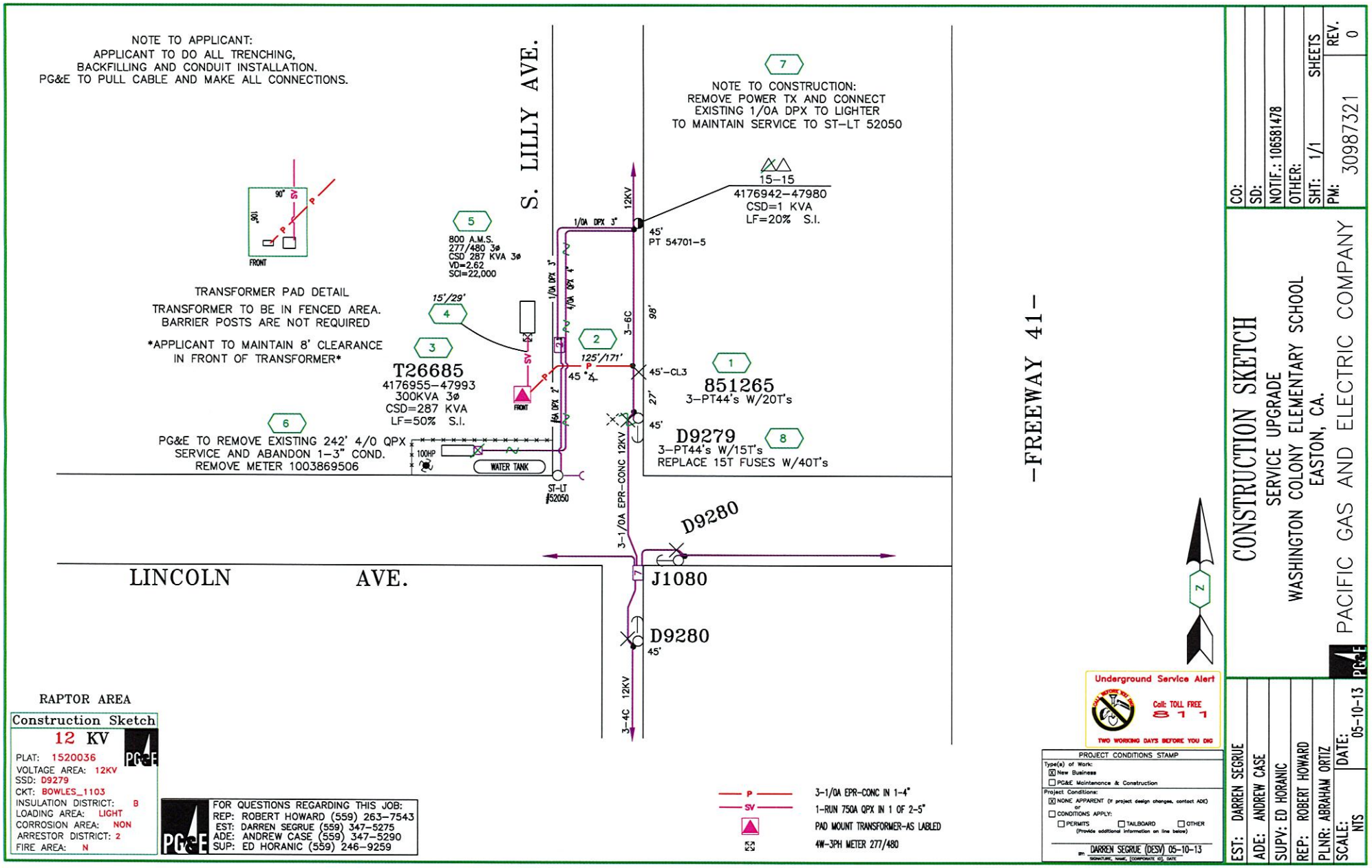
Action _____ Discussion ___√___ Information _____

BACKGROUND

According to PG&E an application to replace the service on the S/E corner of the property was submitted in 2012. The jobs to remove the existing service, and replace with a new, larger service to feed the existing 100 HP pump, add a fire pump, and sports field lighting.
Therefore, the district has already paid PG&E $26,275.64. If the district chooses to cancel the project, PG&E will keep the engineering deposit amount to cover its expenses ($5000) and refund the balance. If the district plans to proceed, PG&E will have to re-run the contract to update the costs and credit monies already paid toward the new contract.

CONSIDERATION

The Superintendent has been in contact with PG&E and has asked to re-run the contract in order to update the cost and credit the monies already paid. In addition, FCOE Legal Counsel has reviewed the old PG&E Contract, cancelation documents for the old contract and the new proposed PG&E contract with the scope of electrical work. It is recommended to cancel the old contract and to consider approval of the new PG&E contract with the new cost associated. The attached information follows for your review.


NOTE TO APPLICANT:
APPLICANT TO DO ALL TRENCHING, BACKFILLING AND CONDUIT INSTALLATION.
PG&E TO PULL CABLE AND MAKE ALL CONNECTIONS.
TRANSFORMER PAD DETAIL
TRANSFORMER TO BE IN FENCED AREA.
BARRIER POSTS ARE NOT REQUIRED
APPLICANT TO MAINTAIN 8' CLEARANCE IN FRONT OF TRANSFORMER
FRONT
S. LILLY AVE.
-FREEWAY 41-
LINCOLN AVE.
7
NOTE TO CONSTRUCTION:
REMOVE POWER TX AND CONNECT EXISTING 1/0A DPX TO LIGHTER TO MAINTAIN SERVICE TO ST-LT 52050
15-15
4176942-47980
CSD=1 KVA
LF=20% S.I.
45'
PT 54701-5
5
800 A.M.S.
277/480 3ø
CSD 287 KVA 3ø
VD=2.62
SCI=22,000
1/0A DPX 3"
12KV
15'/29'
4
1/0A DPX 3"
4/0A QPX 4"
3-6C
98'
3
T26685
4176955-47993
300KVA 3ø
CSD=287 KVA
LF=50% S.I.
2
125'/171'
45°
45'-CL3
1
851265
3-PT44's W/20T's
27'
45'
6/0A DPX 2"
6
PG&E TO REMOVE EXISTING 242' 4/0 QPX SERVICE AND ABANDON 1-3" COND.
REMOVE METER 1003869506
100HP
WATER TANK
ST-LT #52050
D9279
3-PT44's W/15T's
REPLACE 15T FUSES W/40T's
8
3-1/0A EPR-CONC 12KV
D9280
J1080
D9280
45'
3-4C 12KV
Z
RAPTOR AREA
Construction Sketch
12 KV
PLAT: 1520036
VOLTAGE AREA: 12KV
SSD: D9279
CKT: BOWLES_1103
INSULATION DISTRICT: B
LOADING AREA: LIGHT
CORROSION AREA: NON
ARRESTOR DISTRICT: 2
FIRE AREA: N
FOR QUESTIONS REGARDING THIS JOB:
REP: ROBERT HOWARD (559) 263-7543
EST: DARREN SEGRUE (559) 347-5275
ADE: ANDREW CASE (559) 347-5290
SUP: ED HORANIC (559) 246-9259
P
SV
3-1/0A EPR-CONC IN 1-4"
1-RUN 750A QPX IN 1 OF 2-5"
PAD MOUNT TRANSFORMER-AS LABLED
4W-3PH METER 277/480
Underground Service Alert
Call: TOLL FREE 811
TWO WORKING DAYS BEFORE YOU DIG
PROJECT CONDITIONS STAMP
Type(s) of Work:
New Business
PG&E Maintenance & Construction
Project Conditions:
NONE APPARENT (If project design changes, contact ADE)
or
CONDITIONS APPLY:
PERMITS TAILBOARD OTHER
(Provide additional information on line below)
DARREN SEGRUE (DESV) 05-10-13
SIGNATURE, NAME, CORPORATE ID, DATE
CONSTRUCTION SKETCH
SERVICE UPGRADE
WASHINGTON COLONY ELEMENTARY SCHOOL
EASTON, CA.
PACIFIC GAS AND ELECTRIC COMPANY
CO:
SD:
NOTIF.: 106581478
OTHER:
SHT: 1/1
SHEETS
PM: 30987321
REV. 0
EST: DARREN SEGRUE
ADE: ANDREW CASE
SUPV: ED HORANIC
REP: ROBERT HOWARD
PLNR: ABRAHAM ORTIZ
SCALE: NTS
DATE: 05-10-13

WCESD BOARD OF TRUSTEES

ITEM NO. V.A.5
DATE: September 12, 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.

a) Facilities Repairs for bathrooms update**

WCESD BOARD OF TRUSTEES

ITEM NO. V.A.6
DATE: September 12, 2017

SUBJECT TITLE: LOCAL CONTROL ACCOUNTABILITY PLAN

Action _____ Discussion _____ Information ___√___

RECOMMENDATION

The FCOE Director of LCAP and Compliance and Fiscal departments have completed a Review 1 and have provided input on the Washington Colony Elementary School District's Local Control Accountability Plan.

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 14, 2016. The budget hearing required pursuant to Education Code 42127 and AR 3100 *Budget* was held at the same meeting. The LCAP and Budget was approved at the Tuesday, June 28, 2016 Regular Board Meeting.

CONSIDERATION

The WCESD administration is informing the Board that the LCAP Review 1 recommendations given by FCSS Student Services and Fiscal departments have been completed. Therefore, the Washington Colony ESD LCAP & Budget have been APPPROVED. See correspondence attached for your review.

fresno county
superintendent of schools

Jim A. Yovino
Superintendent

August 31, 2017

Mr. Robert Dack
Board President
Washington Colony Elementary School District
130 E. Lincoln Avenue
Fresno, CA 93706

SUBJECT: 2017-18 Local Control and Accountability Plan and Adopted Budget

Dear Mr. Dack:

Education Code (EC) section 52070(d) requires me to approve the Washington Colony Elementary School District's (District) 2017-18 Local Control Accountability Plan (LCAP) or annual update after determining all of the following:

- The LCAP or annual update to the LCAP adheres to the template adopted by the state board pursuant to EC section 52064.
- The budget for the applicable fiscal year adopted by the governing board of the school district includes expenditures sufficient to implement the specific actions and strategies included in the LCAP adopted by the governing board of the school district, based on the projections of the costs included in the plan.
- The LCAP or annual update to the LCAP adheres to the expenditure requirements adopted pursuant to EC section 42238.07 for funds apportioned on the basis of the number and concentration of unduplicated pupils pursuant to EC sections 42238.02 and 42238.03.

Education Code sections 42127(c) and (d) require me to approve, conditionally approve, or disapprove the District's adopted final budget after doing the following:

- Examine the adopted budget to determine whether it complies with the standards and criteria established pursuant to EC section 33127 and identify any technical corrections needed to bring the budget into compliance with those standards and criteria.
- Determine whether the adopted budget will allow the district to meet its financial obligations during the current fiscal year and is consistent with a financial plan that will enable the district to satisfy its multiyear financial commitments.
- Determine whether the adopted budget includes the expenditures necessary to implement the LCAP or annual update to the LCAP.
- Determine whether the adopted budget includes a combined assigned and unassigned ending fund balance that exceeds the minimum recommended reserve for economic uncertainties. If the

combined assigned and unassigned ending fund balance exceeds the minimum recommended reserve for economic uncertainty, I must verify that information regarding the amount and reasons for reserves above the minimum state standard was disclosed at the budget public hearing, as required in EC sections 42127(a)(2)(B) and (C).

In accordance with EC sections 52070 and 42127, the Fresno County Superintendent of School's Educational Services and District Financial Services teams have reviewed the District's 2017-18 LCAP and Adopted Budget. Based upon this review, I have **APPROVED** the Washington Colony Elementary School District's 2017-18 LCAP and Adopted Budget.

Any technical corrections relating to the Adopted Budget and/or LCAP have been shared with District staff and have been resolved or are anticipated to be resolved in the next reporting period.

As implementation of the Local Control Funding Formula (LCFF) progresses, the District should continue to share information with its stakeholders about the LCFF and its impact on the District's budget, the budget development process and the expectations for the LCAP.

2017 BUDGET ACT AND DISCLOSURES

Governor Brown signed the 2017 Budget Act and related trailer bills on June 27, 2017.[1] EC section 42127(h) requires the District to review, and if necessary, revise its budget within 45 days of the Governor signing the annual Budget Act. Any budget revisions identified should have been made available for public review by August 11, 2017.

OTHER STUDIES

Education Code section 42127.6(a)(1) requires the County Superintendent to review and consider studies, reports, evaluations, or audits that were commissioned by a district, the County Superintendent, the Superintendent of Public Instruction, and state control agencies if these documents contain evidence of fiscal distress. The District certified that it does not have any reports that show signs of fiscal distress. Please keep in mind that if the District does commission any studies, reports, evaluations or audits, the completed results must be submitted to the County Office for review.

COLLECTIVE BARGAINING

Government Code section 3547.5 requires a school district to publicly disclose current and subsequent years' costs associated with a collective bargaining agreement before it becomes binding on the district. (This disclosure requirement applies whether a district is negotiating for salary and benefit increases or concessions.) In addition, the District Superintendent and the Chief Business Official must certify that the costs incurred by the district can be met during the complete term of the agreement. The certification must itemize any budget revisions necessary to meet the cost of the agreement in each year of its term. This code section further specifies that if the district does not adopt all of the budget revisions needed to meet

[1] Detailed information regarding the 2017 state budget actions that affect K-12 education is included in the May Revision and 45-Day Budget Revision Common Messages, which may be downloaded from the District Financial Services webpage at: http://dfs.fcoe.org/resources.

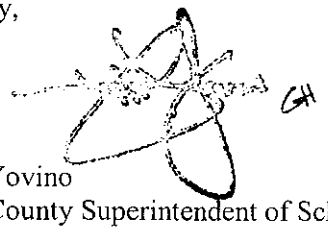
the terms of the agreement in the current year, the County Superintendent must declare the district as *Qualified* or *Negative* at the next interim reporting period.

Per Education Code section 42142, within 45 days of adopting a collective bargaining agreement, the Superintendent of the school district shall forward to the County Superintendent of Schools any revisions to the district's current year budget that are necessary to fulfill the terms of that agreement. Any additional costs that may result from the agreement must also be reflected in the district's interim fiscal reports and multiyear financial projections.

When the District settles with its bargaining units, please submit the *Disclosure of Collective Bargaining Agreement* worksheets to FCSS, along with supporting documentation (e.g., copies of Board approval documents showing key terms of the agreement(s) or similar documents) that can be used in our analysis of the fiscal impact of the agreements. Any necessary budget revisions should also be identified and submitted. (The *Disclosure of Collective Bargaining Agreement* Excel worksheet can be downloaded from http://dfs.fcoe.org/resources.)

We appreciate the responsiveness and cooperation that we have received from your education program and fiscal staff as we conducted the LCAP and budget reviews. If you have any questions about the LCAP review, please contact Roberto Castro at (559) 265-4045. If you have any questions about the Adopted Budget review, please contact Gabriel Halls at (559) 497-3771.

Sincerely,



Jim A. Yovino
Fresno County Superintendent of Schools

cc: ✓Jesus Cruz, Superintendent, WCESD
Maria Rodriguez, Director of Financial Services, WCESD
Kathryn Catania, Ed.D., Deputy Superintendent, Educational Services, FCSS
Richard A. Martin, Deputy Superintendent/CFO, Business Services, FCSS

WCESD BOARD OF TRUSTEES

ITEM NO. V.A.7
DATE: September 12, 2017

SUBJECT TITLE: California Assessment of Students Performance and Progress (CAASPP)

Action _____ Discussion _____ Information ___√___

BACKGROUND

Washington Colony Elementary School District has received the Preliminary (CAASPP) Spring 2017 report from the computer-based assessment/Smarter Balanced Assessments (SBAC) in ELA/MATH for grades 3rd – 8th.

CONSIDERATION

California students in grades three through eight have taken a new test this past spring 2017 that is part of a comprehensive plan for high-quality teaching and learning in every school to prepare our students for the challenges of the future. The plan includes higher academic standards, more decision-making in the hands of schools and communities, and more resources dedicated to schools and to students with the greatest needs.

Beginning as early as March 10, 2015, districts have been administering Smarter Balanced Assessments, computer-based tests aligned with the state's rigorous new standards for English language arts/literacy and math. Smarter Balanced is part of a comprehensive new testing program called California Assessment of Student Performance and Progress (CAASPP), which replaces the Standardized Testing and Reporting Program that expired on July 1, 2013. (cde.ca.gov)

The Washington Colony Elementary School District (CAASPP) test report follow for your review.

WCESD BOARD OF TRUSTEES

ITEM NO. V.B.1
DATE: September 12, 2017

SUBJECT TITLE: ADA/ENROLLMENT REPORT (report generated 9/08/17)

Action _____ Discussion _____ Information ___√___

BACKGROUND

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

CONSIDERATION

The WCESD report for the August ADA 2017-18 school year follows for your review.

Enrollment by Teacher
Period Ending 09/12/2017
Month 1

Teacher	*Grade Level(s)*	*# of Students*	*YTD ADA*
Davis	K	22	21.57
Smith	TK	15	14.55
Morales	K	24	23.52
Partlow	1	26	25.00
Schaffer	1	26	25.42
Pallas	2	23	22.48
Sweet	2	22	21.73
Espinosa	3	20	19.73
Hefley	3	20	19.73
Owens	4	30	29.76
Obeid	4	27	26.79
Smith, B.	5	24	23.67
Hawkins	5	24	23.42
Martinez	6	23	22.24
Gray	6	23	22.76
Green	7	23	22.82
Showalter	7	23	22.36
Marquez	8	19	18.42
Silva	8	14	13.82
Taylor	K-8 SDC	8	7.09
TOTALS:		436	426.88

WCESD BOARD OF TRUSTEES

ITEM NO. V.B.2
DATE: September 12, 2017

SUBJECT TITLE: SUSPENSION REPORT

Action _____ Discussion _____ Information ___√___

BACKGROUND

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

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

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

CONSIDERATION

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

ACTION ITEMS

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

DATE: September 12, 2017

SUBJECT TITLE: 2016-2017 Unaudited Actuals Financial Report

Action √ Discussion _____ Information _____

RECOMMENDATION

Approve 2016-2017 Unaudited Actuals Report

BACKGROUND

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

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

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

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

CONSIDERATION

Unaudited Actual Receipts and Expenditures

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

Moved by _____ Second _____

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

WASHINGTON COLONY ELEMENTARY SCHOOL DISTRICT
2016-17 Unaudited Actual
June 30, 2017

UNRESTRICTED REVENUES:

1. LCFF Calculation (see attachment)

2016-17 P2 ADA = 411.95 = 2018

2016-17 TARGET(100% Funding)	=	$ 4,214,337
FLOOR(Est. Funding)	=	$ 3,721,845
GAP	=	$ 492,492

2016-17 Funding GAP 56.08% = $276,174

2016-17 Funding = $3,721,845 + $276,174 = $3,998,019

2016-17 Remaining GAP = $216,318

2016-17 Funding per ADA = $9,705.11

2. Lottery estimate = $144/ADA = $ 61,387

3. Mandated Cost Reimbursement $28/ADA = $11,587

4. One Time $214/ADA funding = $87,473

5. Interest on Cash in Treasury = $25,151

6. Other Local income $47,162

7. Supplemental/Concentration Grant: $809,349

TOTAL UNRESTRICTED REVENUES:	**16-17 Estimated Actuals**	**$ 4,195,487**
	16-17 Unaudited Actuals	**$ 4,232,026**
		$ 36,539

P2 LCFF $4,600; Lottery $4,300; Interest $8,100; Local Income $14,500; Prior Year Adj(LCFF) $5,000

UNRESTRICTED EXPENSES:

1. **CERTIFICATED SALARIES:**

16-17 Estimated Actuals	$ 1,542,786
16-17 Unaudited Actuals	$ 1,518,005
	$ -24,781

Less spent: Substitutes $(18,895); Stipends $(1,923);

2. **CLASSIFIED SALARIES**:

16-17 Estimated Actuals	$ 338,141
16-17 Unaudited Actuals	$ 335,325
	$ -2,815

Less spent on Instructional Aides

3. **STATUTORY BENEFITS**:

16-17 Estimated Actuals	$ 697,351
16-17 Unaudited Actuals	$ 838,289
	$ 140,938

Reconciled Payroll Holding Account 9514 to reflect C/L for July/August 2017

4. **SUPPLIES**:

16-17 Estimated Actuals	$ 567,367
16-17 Unaudited Actuals	$ 260,738
	$-306,629

Less spent: Textbooks $(41,000), Instructional materials $(117,363), Fuel/Oil $(13,000), Vehicle Supplies $(3,400), Non Capitalized Equip $(131,018)

5. **OPERATIONS**:

16-17 Estimated Actuals	$ 517,033
16-17 Unaudited Actuals	$ 387,830
	$-129,203

Less spent: Travel $(19,000), Copier Rental $(35,900), Prof fees/services $(12,850), FCOE contracts $(13,000), Field Trips $(4,700), Bus Mtc $(10,000), Preschool support $(33,613)

6. **CAPITAL OUTLAY**:

16-17 Estimated Actuals	$ 32,192
16-17 Unaudited Actuals	$ 92,452
	$ 60,260

Furniture

7. **OTHER OUTGO**:

16-17 Estimated Actuals	$ 25,354
16-17 Unaudited Actuals	$ 13,706
	$-11,648

2017 Preschool indirect cost

8. **TOTAL UNRESTRICTED EXPENSES**:

16-17 Estimated Actuals	$ 3,720,224
16-17 Unaudited Actuals	$ 3,446,345
	$ -273,879

EXCESS OF UNRESTRICTED REVENUES OVER EXPENSES: $ 785,682

OTHER SOURCES/USES(ESTIMATES):

A.	Tfr to Post Employee Fund 20	$-	32,974
B.	Tfr to Deferred Mtc Fund 14	$-	42,000
C.	Tfr to Bus Replacement Fund 15	$-	38,605
D.	Tfr to Spec Res Cap Fund 40	$-	11,705
E.	Contrib to Res 9012 PreSch Support	$-	44,618
F.	Contribution to Special Education	$-	132,970
G.	Contribution to RRM (Mtc/Op)	$-	318,673
		$-	621,545

NET INCREASE TO FUND BALANCE: $ 164,137

COMPONENTS OF ENDING FUND BALANCE:

7-01-16	Audited Beginning Bal	$ 1,648,990	34%
	Unaudited Increase	$ 164,137	
6-30-17	Unaudited Ending Balance	$ 1,813,127	36%
	Revolving Fund	$- 2,500	
	8% Reserve	$- 388,671	8%
	Unrestricted Lottery	$- 79,206	1%
	SSC recommended 1 YR GAP	$- 72,579	1%
	UNDESIGNATED AMOUNT	**$ 1,270,171**	**26%**

Estimated Ending Balance June 30, 2017

1200 Preschool	$ 7,859
1300 Cafeteria	$ 174,768
1400 Deferred Maintenance	$ 143,257
1500 Bus Replacement	$ 85,024
1700 Special Reserve Fund	$ 105,716
2000 Post-employee Benefits	$ 351,043
2500 Capital Facilities	$ 7,804
3500 County School Facilities Fund	$ 14,181
4000 Special Reserve (CAP)	$ 25,129

Description	Resource Codes	Object Codes	2016-17 Unaudited Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2017-18 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
A. REVENUES									
1) LCFF Sources		8010-8099	3,998,018.45	0.00	3,998,018.45	4,122,261.00	0.00	4,122,261.00	3.1%
2) Federal Revenue		8100-8299	0.00	342,584.90	342,584.90	0.00	324,573.00	324,573.00	-5.3%
3) Other State Revenue		8300-8599	161,677.46	351,102.39	512,779.85	68,707.00	23,050.00	91,757.00	-82.1%
4) Other Local Revenue		8600-8799	72,330.65	130,779.65	203,110.30	17,000.00	110,160.00	127,160.00	-37.4%
5) TOTAL, REVENUES			4,232,026.56	824,466.94	5,056,493.50	4,207,968.00	457,783.00	4,665,751.00	-7.7%
B. EXPENDITURES									
1) Certificated Salaries		1000-1999	1,518,005.26	287,813.87	1,805,819.13	1,578,384.00	277,527.00	1,855,911.00	2.8%
2) Classified Salaries		2000-2999	335,325.37	130,852.69	466,178.06	336,840.00	138,173.00	475,013.00	1.9%
3) Employee Benefits		3000-3999	838,288.72	248,818.18	1,087,106.90	744,282.00	163,865.00	908,147.00	-16.5%
4) Books and Supplies		4000-4999	260,737.57	37,548.37	298,285.94	600,781.00	39,664.00	640,445.00	114.7%
5) Services and Other Operating Expenditures		5000-5999	387,829.71	289,999.88	677,829.59	542,186.00	252,783.00	794,969.00	17.3%
6) Capital Outlay		6000-6999	92,451.90	278,067.12	370,519.02	9,487.00	0.00	9,487.00	-97.4%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	24,711.00	13,659.40	38,370.40	17,258.00	18,912.00	36,170.00	-5.7%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(11,005.00)	0.00	(11,005.00)	0.00	0.00	0.00	-100.0%
9) TOTAL, EXPENDITURES			3,446,344.53	1,286,759.51	4,733,104.04	3,829,218.00	890,924.00	4,720,142.00	-0.3%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			785,682.03	(462,292.57)	323,389.46	378,750.00	(433,141.00)	(54,391.00)	-116.8%
D. OTHER FINANCING SOURCES/USES									
1) Interfund Transfers a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	125,284.00	0.00	125,284.00	231,309.00	0.00	231,309.00	84.6%
2) Other Sources/Uses a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(496,261.73)	496,261.73	0.00	(452,052.00)	452,052.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(621,545.73)	496,261.73	(125,284.00)	(683,361.00)	452,052.00	(231,309.00)	84.6%

Description	Resource Codes	Object Codes	2016-17 Unaudited Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2017-18 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			164,136.30	33,969.16	198,105.46	(304,611.00)	18,911.00	(285,700.00)	-244.2%
F. FUND BALANCE, RESERVES									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	1,648,990.64	231,360.34	1,880,350.98	1,813,126.94	265,329.50	2,078,456.44	10.5%
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,648,990.64	231,360.34	1,880,350.98	1,813,126.94	265,329.50	2,078,456.44	10.5%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,648,990.64	231,360.34	1,880,350.98	1,813,126.94	265,329.50	2,078,456.44	10.5%
2) Ending Balance, June 30 (E + F1e)			1,813,126.94	265,329.50	2,078,456.44	1,508,515.94	284,240.50	1,792,756.44	-13.7%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	2,500.00	0.00	2,500.00	0.00	0.00	0.00	-100.0%
Stores		9712	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted		9740	0.00	265,329.50	265,329.50	0.00	289,779.50	289,779.50	9.2%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
d) Assigned									
Other Assignments		9780	151,785.06	0.00	151,785.06	270,543.00	0.00	270,543.00	78.2%
SSC Recommended 1 YR Funding GAF	0000	9780	*72,579.00*		*72,579.00*				
Unrestricted Lottery	1100	9780	*79,206.06*		*79,206.06*				
e) Unassigned/unappropriated									
Reserve for Economic Uncertainties		9789	388,671.00	0.00	388,671.00	197,964.00	0.00	197,964.00	-49.1%
Unassigned/Unappropriated Amount		9790	1,270,170.88	0.00	1,270,170.88	1,040,008.94	(5,539.00)	1,034,469.94	-18.6%

Resource	Description	2016-17 Unaudited Actuals	2017-18 Budget
4035	ESEA: Title II, Part A, Teacher Quality	0.00	1,400.00
6230	California Clean Energy Jobs Act	9,666.00	9,666.00
6264	Educator Effectiveness (15-16)	37,397.00	37,397.00
6300	Lottery: Instructional Materials	25,665.91	42,188.91
6512	Special Ed: Mental Health Services	48,054.20	54,581.20
9010	Other Restricted Local	144,546.39	144,546.39
Total, Restricted Balance		265,329.50	289,779.50

Expenditures through: Jun 30, 2017
For Fund(s), Resource(s), and Project Year(s):

01 1400 0 Education Protection Account

Description	Object Codes	Amount
AMOUNT AVAILABLE FOR THIS FISCAL YEAR		
Adjusted Beginning Fund Balance	9791-9795	0.00
LCFF Sources	8010-8099	528,687.00
Federal Revenue	8100-8299	0.00
Other State Revenue	8300-8599	0.00
Other Local Revenue	8600-8799	0.00
All Other Financing Sources and Contributions	8900-8999	0.00
Unearned Revenue	9650	0.00
TOTAL AVAILABLE		528,687.00
EXPENDITURES AND OTHER FINANCING USES		
Certificated Salaries	1000-1999	454,237.00
Classified Salaries	2000-2999	0.00
Employee Benefits	3000-3999	74,450.00
Books and Supplies	4000-4999	0.00
Services and Other Operating Expenditures	5000-5999, except 5100-5199	0.00
Subagreements for Services	5100-5199	0.00
Capital Outlay	6000-6999	0.00
Other Outgo (Excluding Indirect Costs)	7000-7299, 7400-7499	0.00
Indirect Costs	7310,7350	0.00
Other Financing Uses	7600-7999	0.00
TOTAL EXPENDITURES AND OTHER FINANCING USES		528,687.00
BALANCE (Total Available minus Total Expenditures and Other Financing Uses)		0.00
INDIRECT COSTS AS A PERCENTAGE OF ELIGIBLE EXPENDITURES		
Eligible Expenditures (Objects 1000-5999 except objects 5100-5199)		528,687.00
Indirect Costs (Objects 7310 and 7350)		0.00
Indirect Costs divided by Eligible Expenditures		0.00%

UNAUDITED ACTUAL FINANCIAL REPORT:

To the County Superintendent of Schools:

2016-17 UNAUDITED ACTUAL FINANCIAL REPORT. This report was prepared in accordance with Education Code Section 41010 and is hereby approved and filed by the governing board of the school district pursuant to Education Code Section 42100.

Signed: _____ Date of Meeting: Sep 12, 2017
Clerk/Secretary of the Governing Board
(Original signature required)

To the Superintendent of Public Instruction:

2016-17 UNAUDITED ACTUAL FINANCIAL REPORT. This report has been verified for accuracy by the County Superintendent of Schools pursuant to Education Code Section 42100.

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

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

For County Office of Education:	For School District:
Gabriel Halls	Maria Rodriguez
Name	Name
Senior Director	Financial Secretary
Title	Title
559-497-3771	559-233-0706
Telephone	Telephone
ghalls@fcoe.org	mrodriguez@washingtoncolon
E-mail Address	E-mail Address

Following is a summary of the critical data elements contained in your unaudited actual data. Since these data may have fiscal implications for your agency, please verify their accuracy before filing your unaudited actual financial reports.

Form	Description	Value
CEA	Percent of Current Cost of Education Expended for Classroom Compensation Must equal or exceed 60% for elementary, 55% for unified, and 50% for high school districts or future apportionments may be affected. (EC 41372)	60.69%
	CEA Deficiency Amount Applicable to districts not exempt from the requirement and not meeting the minimum classroom compensation percentage - see Form CEA for further details.	$0.00
GANN	Adjustments to Appropriations Limit Per Government Code Section 7902.1 If this amount is not zero, it represents an increase to your Appropriations Limit. The Department of Finance must be notified of increases within 45 days of budget adoption.	$0.00
	Adjusted Appropriations Limit	$3,268,777.39
	Appropriations Subject to Limit These amounts represent the board approved Appropriations Limit and Appropriations Subject to Limit pursuant to Government Code Section 7906 and EC 42132.	$3,268,777.39
ICR	Preliminary Proposed Indirect Cost Rate Fixed-with-carry-forward indirect cost rate for use in 2018-19, subject to CDE approval.	4.64%
NCMOE	No Child Left Behind (NCLB) Maintenance of Effort (MOE) Determination If MOE Not Met, the 2018-19 apportionment may be reduced by the lesser of the following two percentages: MOE Deficiency Percentage - Based on Total Expenditures MOE Deficiency Percentage - Based on Expenditures Per ADA	MOE Met

LCFF Funding Snapshot

Fiscal Year: 2016–17
(As of June 2017, P-2)

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

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

LOCAL EDUCATIONAL AGENCY (LEA) DATA

Grade Span	K–3	4–6	7–8	9–12	Total
Funded Average Daily Attendance (ADA)	199.10	133.68	79.17	0.00	411.95
Unduplicated Pupil Percentage (UPP)	87.51 %				

LCFF TARGET ENTITLEMENT

Funding calculation based on the LCFF funding model at full implementation. During transition most LEAs will not receive this level of funding.

Components	Amount
Base Grant Funding	$ 3,104,084
Supplemental Grant Funding	543,276
Concentration Grant Funding	504,569
Necessary Small Schools (NSS) Allowance	0
Add-On Funding	62,408
Total LCFF Target Entitlement	**$ 4,214,337**

LCFF TRANSITION ENTITLEMENT

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

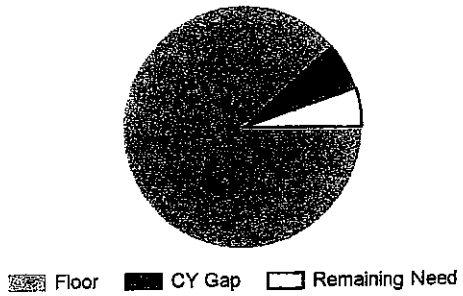
Components	Amount
LCFF Target Entitlement	$ 0
Floor Entitlement, Including Prior Year (PY) Gap	3,721,845
Current Year (CY) Gap Funding	276,174
Economic Recovery Target	0
Additional LCFF State Aid to Meet the Minimum Guarantee (Additional SA for MSA)	0
Total Transition Entitlement Adjusted for Additional SA for MSA*	**$ 3,998,019**

LCFF TARGET vs. LCFF FLOOR

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

Components	Amount
LCFF Target Entitlement	$ 4,214,337
Less Floor Entitlement, Including PY Gap	(3,721,845)
Less CY Gap Funding	(276,174)
Remaining LCFF Need	$ 216,318

LCFF Target vs. LCFF Floor



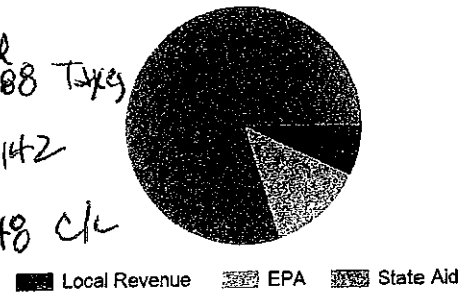
LCFF FUNDING SOURCES (ACTUAL FUNDING)

The actual amount of current year LCFF funding by source.

Components	Amount
Local Revenue	$ 276,740
Education Protection Account (EPA) State Aid	524,389
LCFF State Aid Before MSA	3,196,890
Additional SA for MSA	0
Total Funding**	**$ 3,998,019**

Actual
286488 Taxes
= 3187142
+ 9748 C/L

LCFF Funding Sources



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

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

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

DATE: September 12, 2017

SUBJECT TITLE: Resolution for the Gann Amendment

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Adopt Resolution No. 17/18-02 *Resolution for the Gann Amendment*

BACKGROUND

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

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

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

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

CONSIDERATION

Gann Appropriations Limit Resolution

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

Moved by _____ Second _____

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

BEFORE THE BOARD OF TRUSTEES

OF THE WASHINGTON COLONY ELEMENTARY SCHOOL DISTRICT,

COUNTY OF FRESNO, STATE OF CALIFORNIA

In the Matter of the Annual Appropriation Limit (Gann Limit) } } **Resolution No. 17/18-02**

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

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

WHEREAS, the Washington Colony Elementary School District must establish a revised Gann limit for the 2016-2017 fiscal year and a projected Gann Limit for the 2017-2018 fiscal year in accordance with the provisions of Article XIII-B and applicable statutory law;

NOW, THEREFORE, BE IT RESOLVED that this Board does provide public notice that the attached calculations and documentation of the Gann limits for the 2016-17 and 2017-18 fiscal years are made in accord with applicable constitutional and statutory law;

AND BE IT FURTHER RESOLVED that this Governing Board does hereby declare that the appropriations in the Budget for the 2016-17 and 2017-18 fiscal years do not exceed the limitations imposed by Proposition 4;

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

THE FOREGOING RESOLUTION was adopted by the Governing Board of the Washington Colony Elementary School District of Fresno County, State of California on this 12th day of September, 2017, by the following vote:

AYES: ____

NOES: ____

ABSTAIN: ____

ABSENT: ____

Robert E. Dack, President
Washington Colony Elementary School District

Gary Chavez, Clerk
Washington Colony Elementary School District

	2016-17 Calculations			2017-18 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
A. PRIOR YEAR DATA (2015-16 Actual Appropriations Limit and Gann ADA are from district's prior year Gann data reported to the CDE)	**2015-16 Actual**			**2016-17 Actual**		
1. FINAL PRIOR YEAR APPROPRIATIONS LIMIT (Preload/Line D11, PY column)	3,070,259.10		3,070,259.10			3,268,777.39
2. PRIOR YEAR GANN ADA (Preload/Line B3, PY column)	407.70		407.70			411.95
ADJUSTMENTS TO PRIOR YEAR LIMIT	**Adjustments to 2015-16**			**Adjustments to 2016-17**		
3. District Lapses, Reorganizations and Other Transfers						
4. Temporary Voter Approved Increases						
5. Less: Lapses of Voter Approved Increases						
6. TOTAL ADJUSTMENTS TO PRIOR YEAR LIMIT (Lines A3 plus A4 minus A5)			0.00			0.00
7. ADJUSTMENTS TO PRIOR YEAR ADA (Only for district lapses, reorganizations and other transfers, and only if adjustments to the appropriations limit are entered in Line A3 above)						
B. CURRENT YEAR GANN ADA (2016-17 data should tie to Principal Apportionment Software Attendance reports and include ADA for charter schools reporting with the district)	**2016-17 P2 Report**			**2017-18 P2 Estimate**		
1. Total K-12 ADA (Form A, Line A6)	411.95		411.95	411.95		411.95
2. Total Charter Schools ADA (Form A, Line C9)	0.00		0.00	0.00		0.00
3. TOTAL CURRENT YEAR P2 ADA (Line B1 plus B2)			411.95			411.95
C. LOCAL PROCEEDS OF TAXES/STATE AID RECEIVED	**2016-17 Actual**			**2017-18 Budget**		
TAXES AND SUBVENTIONS (Funds 01, 09, and 62)						
1. Homeowners' Exemption (Object 8021)	2,713.51		2,713.51	2,714.00		2,714.00
2. Timber Yield Tax (Object 8022)	0.00		0.00	0.00		0.00
3. Other Subventions/In-Lieu Taxes (Object 8029)	0.00		0.00	0.00		0.00
4. Secured Roll Taxes (Object 8041)	269,153.12		269,153.12	268,627.00		268,627.00
5. Unsecured Roll Taxes (Object 8042)	12,550.22		12,550.22	12,550.00		12,550.00
6. Prior Years' Taxes (Object 8043)	400.35		400.35	484.00		484.00
7. Supplemental Taxes (Object 8044)	9,086.89		9,086.89	8,699.00		8,699.00
8. Ed. Rev. Augmentation Fund (ERAF) (Object 8045)	(7,517.23)		(7,517.23)	(16,348.00)		(16,348.00)
9. Penalties and Int. from Delinquent Taxes (Object 8048)	83.99		83.99	0.00		0.00
10. Other In-Lieu Taxes (Object 8082)	35.20		35.20	0.00		0.00
11. Comm. Redevelopment Funds (objects 8047 & 8625)	0.00		0.00	0.00		0.00
12. Parcel Taxes (Object 8621)	0.00		0.00	0.00		0.00
13. Other Non-Ad Valorem Taxes (Object 8622) (Taxes only)	0.00		0.00	0.00		0.00
14. Penalties and Int. from Delinquent Non-LCFF Taxes (Object 8629) (Only those for the above taxes)	0.00		0.00	0.00		0.00
15. Transfers to Charter Schools In Lieu of Property Taxes (Object 8096)						
16. TOTAL TAXES AND SUBVENTIONS (Lines C1 through C15)	286,506.05	0.00	286,506.05	276,726.00	0.00	276,726.00
OTHER LOCAL REVENUES (Funds 01, 09, and 62)						
17. To General Fund from Bond Interest and Redemption Fund (Excess debt service taxes) (Object 8914)	0.00		0.00	0.00		0.00
18. TOTAL LOCAL PROCEEDS OF TAXES (Lines C16 plus C17)	286,506.05	0.00	286,506.05	276,726.00	0.00	276,726.00

	2016-17 Calculations			2017-18 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
EXCLUDED APPROPRIATIONS						
19. Medicare (Enter federally mandated amounts only from objs. 3301 & 3302; do not include negotiated amounts)			32,318.00			34,498.00
OTHER EXCLUSIONS						
20. Americans with Disabilities Act						
21. Unreimbursed Court Mandated Desegregation Costs						
22. Other Unfunded Court-ordered or Federal Mandates						
23. TOTAL EXCLUSIONS (Lines C19 through C22)			32,318.00			34,498.00
STATE AID RECEIVED (Funds 01, 09, and 62)						
24. LCFF - CY (objects 8011 and 8012)	3,711,531.00		3,711,531.00	3,845,535.00		3,845,535.00
25. LCFF/Revenue Limit State Aid - Prior Years (Object 8019)	(1.00)		(1.00)	0.00		0.00
26. TOTAL STATE AID RECEIVED (Lines C24 plus C25)	3,711,530.00	0.00	3,711,530.00	3,845,535.00	0.00	3,845,535.00
DATA FOR INTEREST CALCULATION						
27. Total Revenues (Funds 01, 09 & 62; objects 8000-8799)	5,056,493.50		5,056,493.50	4,665,751.00		4,665,751.00
28. Total Interest and Return on Investments (Funds 01, 09, and 62; objects 8660 and 8662)	25,150.88		25,150.88	17,000.00		17,000.00
APPROPRIATIONS LIMIT CALCULATIONS	**2016-17 Actual**			**2017-18 Budget**		
D. PRELIMINARY APPROPRIATIONS LIMIT						
1. Revised Prior Year Program Limit (Lines A1 plus A6)			3,070,259.10			3,268,777.39
2. Inflation Adjustment			1.0537			1.0369
3. Program Population Adjustment (Lines B3 divided by [A2 plus A7]) (Round to four decimal places)			1.0104			1.0000
4. PRELIMINARY APPROPRIATIONS LIMIT (Lines D1 times D2 times D3)			3,268,777.39			3,389,395.28
APPROPRIATIONS SUBJECT TO THE LIMIT						
5. Local Revenues Excluding Interest (Line C18)			286,506.05			276,726.00
6. Preliminary State Aid Calculation						
a. Minimum State Aid in Local Limit (Greater of $120 times Line B3 or $2,400; but not greater than Line C26 or less than zero)			49,434.00			49,434.00
b. Maximum State Aid in Local Limit (Lesser of Line C26 or Lines D4 minus D5 plus C23; but not less than zero)			3,014,589.34			3,147,167.28
c. Preliminary State Aid in Local Limit (Greater of Lines D6a or D6b)			3,014,589.34			3,147,167.28
7. Local Revenues in Proceeds of Taxes						
a. Interest Counting in Local Limit (Line C28 divided by [Lines C27 minus C28] times [Lines D5 plus D6c])			16,501.65			12,520.82
b. Total Local Proceeds of Taxes (Lines D5 plus D7a)			303,007.70			289,246.82
8. State Aid in Proceeds of Taxes (Greater of Line D6a, or Lines D4 minus D7b plus C23; but not greater than Line C26 or less than zero)			2,998,087.69			3,134,646.46
9. Total Appropriations Subject to the Limit						
a. Local Revenues (Line D7b)			303,007.70			
b. State Subventions (Line D8)			2,998,087.69			
c. Less: Excluded Appropriations (Line C23)			32,318.00			
d. TOTAL APPROPRIATIONS SUBJECT TO THE LIMIT (Lines D9a plus D9b minus D9c)			3,268,777.39			

	2016-17 Calculations			2017-18 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
10. Adjustments to the Limit Per Government Code Section 7902.1 (Line D9d minus D4; if negative, then zero)			0.00			
If not zero report amount to: Michael Cohen, Director, State Department of Finance, Attention: School Gann Limits, State Capitol, Room 1145, Sacramento, CA 95814						
Summary	2016-17 Actual			2017-18 Budget		
11. Adjusted Appropriations Limit (Lines D4 plus D10)			3,268,777.39			3,389,395.28
12. Appropriations Subject to the Limit (Line D9d)			3,268,777.39			

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

Maria Rodriguez
Gann Contact Person

559-233-0706
Contact Phone Number

WCESD BOARD OF TRUSTEES

ITEM NO. VI.A.3
DATE: September 12, 2017

SUBJECT TITLE: WARRANTS

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Review and ratify warrants paid for the period August 1 – August 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	512043029	PV-180014	VAN REPAIRS	0100-07230-0-0000-3600-560005-000-00	1,548.22
		PV-180015	BUS 3 REPAIRS	0100-07230-0-0000-3600-560005-000-00	852.85
				Warrant Total:	**2,401.07**
				Vendor Total:	**2,401.07**
640-ACSA INC	512043030	PO-180107	2017-2018 MEMBERSHIP DUES	0100-00000-0-0000-2700-530000-000-76	973.88
		PO-180107	2017-2018 MEMBERSHIP DUES	0100-00000-0-0000-7150-530000-000-76	417.37
		PO-180108	2017-2018 ACSA DUES FOR EVE	0100-00000-0-0000-2700-530000-000-41	812.27
				Warrant Total:	**2,203.52**
				Vendor Total:	**2,203.52**
970-ADOLPH'S A-1 TREE SERVICE	512043031	PV-180024	TREE TRIMMING	0100-81500-0-0000-8100-560013-000-00	2,500.00
				Warrant Total:	**2,500.00**
				Vendor Total:	**2,500.00**
1460-ADVANCED EMISSION	512040657	PV-180003	BUS 3 REPAIR	0100-07230-0-0000-3600-560005-000-00	475.00
				Warrant Total:	**475.00**
				Vendor Total:	**475.00**
655-ALL VALLEY ENVIRONMENTAL IN	512043032	LB-170035	JUNE BILLING	1300-53100-0-0000-8100-550008-000-00	255.00
				Warrant Total:	**255.00**
				Vendor Total:	**255.00**
387-AMERIPRIDE UNIFORM SERVICE IN	512040659	PO-180065	2017-2018 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	66.97
		PO-180065	2017-2018 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	66.97
		PO-180065	2017-2018 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	66.97
		LB-170007	june billing	0100-81500-0-0000-8100-550005-000-00	66.97
		LB-170008	JUNE BILLING	0100-81500-0-0000-8100-550005-000-00	80.97
		LB-170009	JUNE BILLING	0100-81500-0-0000-8100-550005-000-00	66.97
		LB-170010	JUNE BILLING	0100-81500-0-0000-8100-550005-000-00	80.97
		LB-170011	JUNE BILLING	0100-81500-0-0000-8100-550005-000-00	66.97
				Warrant Total:	**563.76**
	512043033	PO-180065	2017-2018 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	66.97
		PO-180065	2017-2018 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	66.97
		PO-180065	2017-2018 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	80.97
		PO-180065	2017-2018 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	66.97
		PO-180065	2017-2018 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	66.97
				Warrant Total:	**348.85**

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
				Vendor Total:	**912.61**
1391-APPLE INC.	512043034	PO-180035	ZOUH 13 INCH MACBOOK PRO	0100-11000-0-1110-1000-440002-000-00	294.02
		PO-180035	ZOUH 13 INCH MACBOOK PRO	0100-11000-0-1110-1000-440002-000-00	1,645.14
				Warrant Total:	**1,939.16**
				Vendor Total:	**1,939.16**
1265-ATKINSON ANDELSON LOYA RUU	512040660	LB-170012	JUNE BILLING	0100-00000-0-0000-7200-580018-000-00	72.19
				Warrant Total:	**72.19**
				Vendor Total:	**72.19**
1301-B FRESH PRODUCE INC.	512040661	LB-170013	JUNE SUMMER SCHOOL BILLI	1300-53300-0-0000-3700-470001-000-00	164.25
				Warrant Total:	**164.25**
				Vendor Total:	**164.25**
1590-BEAMER, VIRGINIA	512043035	PV-180034	STUDENT LUNCH ACCT REIM	1300-53100-0-0000-3700-863400-000-00	12.40
		PV-180034	STUDENT LUNCH ACCT REIM	1300-53100-0-0000-3700-863400-000-00	13.20
				Warrant Total:	**25.60**
				Vendor Total:	**25.60**
1501-CALIFORNIA ACADEMY OF SCIEN(	512040662	PO-180067	CONFIRMATION # 1702740 FI	0100-09000-0-1110-1000-580014-000-00	238.80
		PO-180067	CONFIRMATION # 1702740 FI	0100-09000-0-1110-1000-580014-000-00	238.80
				Warrant Total:	**477.60**
				Vendor Total:	**477.60**
46-CALIFORNIA BUSINESS MACHINES	512043036	PO-180062	OPEN PURCHASE ORDER NOT	0100-11000-0-1110-1000-560000-000-00	226.22
				Warrant Total:	**226.22**
				Vendor Total:	**226.22**
81-CALIFORNIA SCHOOL BOARDS	512040663	PO-180068	2017-2018 GAMUT ONLINE FEE	0100-11000-0-0000-7200-430020-000-00	1,425.00
		PO-180069	2017-2018 CSBA MEMBERSHIP	0100-00000-0-0000-7110-530000-000-00	3,970.00
				Warrant Total:	**5,395.00**
				Vendor Total:	**5,395.00**
375-CALIFORNIA'S VALUED TRUST	512040074	PV-180002	CERTIFICATED	0100-00010-0-0000-0000-951400-000-00	35,286.75
		PV-180002	MANAGMENT	0100-00010-0-0000-0000-951400-000-00	3,224.53
		PV-180002	TRUSTEES	0100-00010-0-0000-0000-951400-000-00	6,197.04
		PV-180002	CLASSIFIED	0100-00010-0-0000-0000-951400-000-00	7,036.29
				Warrant Total:	**51,744.61**
	512040075	PV-180002	PRESCHOOL AIDES	1200-00010-0-0000-0000-951400-000-00	7.56

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
	512040075	PV-180002	PRESCHOOL TEACHER	1200-00010-0-0000-0000-951400-000-00	1,525.51
				Warrant Total:	**1,533.07**
	512040076	PV-180002	CAFETERIA	1300-00010-0-0000-0000-951400-000-00	885.18
				Warrant Total:	**885.18**
	512043037	PV-180036	TRUSTEES	0100-00010-0-0000-0000-951400-000-00	6,197.04
		PV-180036	CLASSIFIED	0100-00010-0-0000-0000-951400-000-00	7,036.29
		PV-180036	CERTIFICATED	0100-00010-0-0000-0000-951400-000-00	35,286.75
		PV-180036	MANAGMENT	0100-00010-0-0000-0000-951400-000-00	3,224.53
				Warrant Total:	**51,744.61**
	512043038	PV-180036	PRESC AIDES	1200-00010-0-0000-0000-951400-000-00	7.56
		PV-180036	PRESC TCHR	1200-00010-0-0000-0000-951400-000-00	1,525.51
				Warrant Total:	**1,533.07**
	512043039	PV-180036	CAFETERIA	1300-00010-0-0000-0000-951400-000-00	885.18
				Warrant Total:	**885.18**
				Vendor Total:	**108,325.72**
1583-CASCWA	512044293	PO-180001	REGISTRATION FEE FOR MRS.	0100-11000-0-0000-2700-520000-000-41	140.00
				Warrant Total:	**140.00**
				Vendor Total:	**140.00**
614-CDW GOVERNMENT LLC	512043040	PO-180048	4374640 SAMSUNG UN32J5500A	0100-11000-0-1110-1000-430000-000-00	469.47
		PO-180041	4428898 EPSON POWERLITE 55	0100-00000-0-1110-1000-440000-000-00	309.93
		PO-180041	4428898 EPSON POWERLITE 55	0100-00000-0-1110-1000-440000-000-00	1,834.50
				Warrant Total:	**2,613.90**
				Vendor Total:	**2,613.90**
60-CENTRAL DRUG SYSTEM INC	512043041	PO-180109	2017-2018 ANNUAL ADMINISTF	0100-07230-0-0000-3600-580012-000-00	297.00
				Warrant Total:	**297.00**
				Vendor Total:	**297.00**
544-CIT	512040664	LB-170014	JUNE BILLING	0100-00000-0-1110-1000-560008-100-82	616.54
				Warrant Total:	**616.54**
	512044294	PO-180125	2017-2018 OPEN PURCHASE OR	0100-00000-0-0000-7200-560008-000-86	616.54
				Warrant Total:	**616.54**
				Vendor Total:	**1,233.08**
1167-CLASSIC CHARTER INC	512040665	PO-180066	CHARTER BUS FOR THE MIDD	0100-09000-0-1110-1000-580014-000-00	1,919.00
				Warrant Total:	**1,919.00**

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
				Vendor Total:	**1,919.00**
66-CLASSROOM DIRECT	512043042	PO-180016	9-025031-448 CHAMPION SPOR	0100-11000-0-1110-1000-430000-000-00	80.88
				Warrant Total:	**80.88**
				Vendor Total:	**80.88**
1474-CPM EDUCATIONAL PROGRAM IN	512043043	PO-180027	9781603281942 CORE CONNECT	0100-00000-0-1110-1000-410001-000-00	655.26
				Warrant Total:	**655.26**
				Vendor Total:	**655.26**
915-CRYSTAL CREMERY	512040077	LB-170006	CAFETERIA BILLING	1300-53100-0-0000-3700-470001-000-00	3.60
				Warrant Total:	**3.60**
				Vendor Total:	**3.60**
547-CSTA INC	512044295	PO-180099	REGISTRATION FEE FOR BRA	0100-31500-0-1110-1000-520000-000-00	225.00
		PO-180099	REGISTRATION FEE FOR BRA	0100-31500-0-1110-1000-520000-000-00	225.00
		PO-180099	REGISTRATION FEE FOR BRA	0100-31500-0-1110-1000-520000-000-00	225.00
				Warrant Total:	**675.00**
				Vendor Total:	**675.00**
1208-CULLIGAN INC.	512040666	LB-170015	JUNE BILLING	1300-53100-0-0000-8100-560000-000-00	74.00
		PO-180070	2017-2018 OPEN PURCHASE OR	1300-53100-0-0000-8100-560000-000-00	74.00
				Warrant Total:	**148.00**
				Vendor Total:	**148.00**
389-CUMMINS PACIFIC LLC	512040667	PV-180004	BUS 1 REPAIR	0100-07230-0-0000-3600-560005-000-00	2,627.02
		PV-180005	BUS 2 REPAIR	0100-07230-0-0000-3600-560005-000-00	834.25
				Warrant Total:	**3,461.27**
				Vendor Total:	**3,461.27**
585-DAVIS, KIM	512040668	PV-180006	CLASSROOM	0100-00000-0-1110-1000-430000-100-52	7.33
		PV-180006	CLASSROOM	0100-00000-0-1110-1000-430000-100-52	80.00
				Warrant Total:	**87.33**
	512043044	PV-180016	KINDER CAMP	0100-11000-0-1110-1000-430000-000-00	6.47
		PV-180016	KINDER CAMP	0100-11000-0-1110-1000-430000-000-00	35.78
		PV-180016	KINDER CAMP	0100-11000-0-1110-1000-430000-000-00	6.48
		PV-180016	KINDER CAMP	0100-11000-0-1110-1000-430000-000-00	6.08
				Warrant Total:	**54.81**
				Vendor Total:	**142.14**

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
386-DELUXE SMALL BUSINESS SALES I	512043045	PO-180042	740-1 NON WINDOW ENV GUM	0100-00000-0-0000-7150-430013-000-00	312.77
		PO-180042	740-1 NON WINDOW ENV GUM	0100-00000-0-0000-2700-430013-000-00	134.05
				Warrant Total:	**446.82**
				Vendor Total:	**446.82**
997-DEPARTMENT OF SOCIAL SERVICE	512043046	PO-180110	2017-2018 PRESCHOOL COMMU	1200-61050-0-0001-2700-580000-000-00	242.00
				Warrant Total:	**242.00**
				Vendor Total:	**242.00**
901-EAGLE SOFTWARE	512040658	PO-180064	SOFTWARE LICENSE/SUPPOR	0100-00000-0-0000-3130-580000-000-00	5,454.00
				Warrant Total:	**5,454.00**
				Vendor Total:	**5,454.00**
114-ENVIROCLEAN INC	512040669	PV-180007	CUSTODIAL SUPPLIES	0100-81500-0-0000-8100-430006-000-00	146.85
		PV-180008	CUSTODIAL SUPPLIES	0100-81500-0-0000-8100-430006-000-00	274.26
		LB-170016	JUNE BILLING	0100-81500-0-0000-8100-430006-000-00	73.42
				Warrant Total:	**494.53**
	512043047	PV-180017	CARPET CLEANER	0100-81500-0-0000-8100-440000-000-00	4,038.27
				Warrant Total:	**4,038.27**
				Vendor Total:	**4,532.80**
1223-ESGI LLC	512043048	PO-180043	ESGI TEACHER LICENSE FOR M	0100-31500-0-0000-2700-580000-000-00	525.00
				Warrant Total:	**525.00**
				Vendor Total:	**525.00**
116-EWING IRRIGATION PRODUCTS IN	512040670	LB-170017	JUNE BILLING	0100-81500-0-0000-8100-430010-000-00	289.16
				Warrant Total:	**289.16**
				Vendor Total:	**289.16**
419-FCSIG	512040671	LB-170034	16/17 WORKERS COMP BILLIN	0100-00000-0-0000-0000-951600-000-00	1,730.00
		PO-180072	2017-2018 OPEN PURCHASE OR	0100-00000-0-0000-0000-951600-000-00	23,200.00
				Warrant Total:	**24,930.00**
				Vendor Total:	**24,930.00**
557-FERGUSON ENTERPRISES INC	512043049	LB-170038	JUNE MAINT SUPPLIES	0100-81500-0-0000-8100-430018-000-00	69.71
				Warrant Total:	**69.71**
				Vendor Total:	**69.71**
1127-FES LLC INC	512040672	PO-180083	2017-2018 SOCS WEB HOSTING	0100-00000-0-0000-2700-580000-000-00	2,052.00
				Warrant Total:	**2,052.00**

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
				Vendor Total:	**2,052.00**
122-FOCUS PACKAGING AND SUPPLY I	512040673	PV-180009	CUSTODIAL SUPPLIES	0100-81500-0-0000-8100-430006-000-00	6,620.43
				Warrant Total:	**6,620.43**
	512043050	PV-180025	CUSTODIAL SUPPLIES	0100-81500-0-0000-8100-430006-000-00	20.46
				Warrant Total:	**20.46**
				Vendor Total:	**6,640.89**
127-FRESNO COUNTY OFFICE OF EDUC.	512040674	LB-170018	MAY BIILING	0100-09000-0-0000-2420-580010-000-92	700.00
		LB-170019	JUNE BILLING	0100-09000-0-0000-2420-580010-000-92	3,533.75
		LB-170020	MAY BILLING	0100-09000-0-0000-2420-580010-000-92	4,482.50
				Warrant Total:	**8,716.25**
	512044296	PO-180003	REGISTRATION FEE FOR LILI E	0100-31500-0-1110-1000-520000-000-00	275.00
		PO-180003	REGISTRATION FEE FOR LILI E	0100-31500-0-1110-1000-520000-000-00	275.00
		PO-180005	REGISTRATION FEE FOR ASHL	0100-31500-0-1110-1000-520000-000-00	275.00
		PO-180020	REGISTRATION FEE FOR STEP	0100-31500-0-1110-1000-520000-000-00	275.00
		PO-180006	REGISTRATION FEE FOR BARE	0100-31500-0-1110-1000-520000-000-00	275.00
		PO-180009	REGISTRATION FEE FOR IMA	0100-31500-0-1110-1000-520000-000-00	275.00
		PO-180097	REGISTRATION FEE FOR OSA M	0100-31500-0-1110-1000-520000-000-00	700.00
		PO-180098	REGISTRATION FOR BRAD SH	0100-31500-0-1110-1000-520000-000-00	700.00
		PO-180004	REGISTRATION FEE FOR EVEL	0100-11000-0-0000-2700-520000-000-41	275.00
		PO-180004	REGISTRATION FEE FOR EVEL	0100-31500-0-1110-1000-520000-000-00	825.00
				Warrant Total:	**4,150.00**
				Vendor Total:	**12,866.25**
414-FRESNO COUNTY TRUSTEES INC	512040675	PO-180071	2017-2018 TRUSTEE MEMBERS	0100-00000-0-0000-7110-530000-000-00	450.00
				Warrant Total:	**450.00**
				Vendor Total:	**450.00**
131-FRESNO OXYGEN INC.	512040676	PO-180073	2017-2018 OPEN PURCHASE OR	0100-81500-0-0000-8100-560000-000-00	48.36
		LB-170021	JUNE BILLING	0100-81500-0-0000-8100-560000-000-00	46.80
				Warrant Total:	**95.16**
				Vendor Total:	**95.16**
133-FRESNO RACK & SHELVING CO.INC	512043051	PV-180018	CAFETERIA SHELVES	1300-53100-0-0000-3700-430008-000-00	993.45
				Warrant Total:	**993.45**
				Vendor Total:	**993.45**
135-G W SCHOOL SUPPLY	512043052	PO-180010	2017-2018 OPEN PURCHASE OR	0100-00000-0-1110-1000-430000-100-52	160.00

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
	512043052	PO-180047	OPEN PURCHASE ORDER FOR	0100-00000-0-1110-1000-430000-100-60	300.00
				Warrant Total:	**460.00**
				Vendor Total:	**460.00**
141-GLACIER REFRIGERATION & AIR	512043053	LB-170037	JUNE BILLING	1300-53100-0-0000-8100-560000-000-00	429.97
				Warrant Total:	**429.97**
				Vendor Total:	**429.97**
323-HARRIS	512040677	PO-180074	2017-2018 ANNUAL MAINTENA	1300-53100-0-0000-3700-430004-000-00	1,704.38
				Warrant Total:	**1,704.38**
				Vendor Total:	**1,704.38**
1537-HATLER, SUSAN	512043054	PV-180032	PBIS SUPPLIES	0100-90140-0-1110-1000-430000-000-00	45.82
		PV-180032	PBIS SUPPLIES	0100-90140-0-1110-1000-430000-000-00	8.95
				Warrant Total:	**54.77**
				Vendor Total:	**54.77**
996-HOUGHTON MIFFLIN	512043055	PO-180031	978-0078693793 CA COLLECTIO	0100-00000-0-1110-1000-410001-000-00	505.26
		PO-180061	9780544258471 HOUGHTON MIF	0100-00000-0-1110-1000-410001-000-00	156.83
		PO-180025	0153519541 GRADE K ACTIVIT	0100-00000-0-1110-1000-410001-000-00	3,258.49
		PO-180026	9780030924782 EARTH INTERA	0100-00000-0-1110-1000-410001-000-00	1,439.31
		PO-180026	9780030924782 EARTH INTERA	0100-00000-0-1110-1000-410001-000-00	1,840.98
		PO-180025	0153519541 GRADE K ACTIVIT	0100-00000-0-1110-1000-410001-000-00	942.62
		PO-180030	978-054539401-7 ENGLISH 3D L	0100-42030-0-1110-1000-430000-000-00	1,445.46
				Warrant Total:	**9,588.95**
				Vendor Total:	**9,588.95**
613-INDEPENDENT SALES	512040678	PV-180010	CUSTODIAL SUPPLIES	0100-81500-0-0000-8100-430006-000-00	456.76
				Warrant Total:	**456.76**
				Vendor Total:	**456.76**
426-JOE'S BATTERY SERVICE	512043056	PV-180026	BATTERIES	0100-07230-0-0000-3600-560005-000-00	429.63
				Warrant Total:	**429.63**
				Vendor Total:	**429.63**
1192-JORGENSEN COMPANY INC	512040679	PV-180011	FIRE SPRINKLER SERVICE	0100-81500-0-0000-8100-550002-000-00	525.00
				Warrant Total:	**525.00**
				Vendor Total:	**525.00**
1381-JW PEPPER AND SON INC	512043057	PO-180013	073999243642 ANCIENT VOICE	0100-09000-0-1155-1000-430000-000-75	102.85

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
	512043057	PO-180053	04150010 ARMED FORCES MAR	0100-09000-0-1155-1000-430000-000-75	52.26
				Warrant Total:	**155.11**
				Vendor Total:	**155.11**
1589-KNUDSON, ADAM	512043058	PV-180035	ALEXANDRA LUN REIM	1300-53100-0-0000-3700-863400-000-00	23.50
		PV-180035	JEREMIAH LUN REIM	1300-53100-0-0000-3700-863400-000-00	11.15
		PV-180035	SAMUEL LUN REIM	1300-53100-0-0000-3700-863400-000-00	5.75
				Warrant Total:	**40.40**
				Vendor Total:	**40.40**
190-LAKESHORE LEARNING MATERIAL	512043059	PO-180014	RA667 SMALL HOP ALONG BA	0100-11000-0-1110-1000-430000-000-00	183.90
				Warrant Total:	**183.90**
				Vendor Total:	**183.90**
195-LINGER PETERSON & SHRUM	512040680	PO-180075	2017-2018 AUDIT FEE	0100-00000-0-0000-7191-580005-000-00	1,270.00
				Warrant Total:	**1,270.00**
				Vendor Total:	**1,270.00**
1415-MCGRAW HILL SCHOOL EDUCATI(	512043060	PO-180037	978-0-02-131134-7 READING WC	0100-00000-0-1110-1000-410001-000-00	151.75
		PO-180037	978-0-02-131134-7 READING WC	0100-00000-0-1110-1000-410001-000-00	6,096.58
		PO-180024	0078693799 DISCOVERING OU	0100-00000-0-1110-1000-410001-000-00	2,110.68
		PO-180028	9780076661572 READING LITTL	0100-00000-0-1110-1000-410001-000-00	119.72
		PO-180034	978-0-07-677688-7 READING WC	0100-00000-0-1110-1000-410001-000-00	255.83
		PO-180034	978-0-07-677688-7 READING WC	0100-00000-0-1110-1000-410001-000-00	7,645.84
		PO-180036	2017-2018 PROFESSIONAL DEV	0100-40350-0-1110-1000-520000-000-00	2,500.00
				Warrant Total:	**18,880.40**
				Vendor Total:	**18,880.40**
229-NASCO MODESTO	512043061	PO-180015	SB32061J HOPSCOTCH PLAY C	0100-11000-0-1110-1000-430000-000-00	104.69
				Warrant Total:	**104.69**
				Vendor Total:	**104.69**
918-NIMCO INC	512043062	PO-180017	209817-W TRANSLUCENT SWIF	0100-11000-0-1110-1000-430000-000-00	107.64
		PO-180055	23772-W DRUG FREE IS THE W,	0100-11000-0-1110-1000-430000-000-00	96.44
				Warrant Total:	**204.08**
				Vendor Total:	**204.08**
377-OFFICE DEPOT	512040681	LB-170022	JUNE BILLING	0100-00000-0-1110-1000-430000-100-49	4.49
				Warrant Total:	**4.49**

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
				Vendor Total:	**4.49**
393-ORGANIZATION OF SELF INSURED	512040682	PO-180076	2017-2018 RENEWAL OF PROPE	0100-00000-0-0000-7200-545000-000-00	30,177.00
				Warrant Total:	**30,177.00**
				Vendor Total:	**30,177.00**
385-PACIFIC GAS & ELECTRIC INC	512040078	PO-180058	2017-2018 OPEN PURCHASE OR	0100-81500-0-0000-8100-550001-000-00	89.37
		PO-180058	2017-2018 OPEN PURCHASE OR	0100-81500-0-0000-8100-550001-000-00	1,887.22
		PO-180058	2017-2018 OPEN PURCHASE OR	0100-81500-0-0000-8100-550001-000-00	1,622.68
		PO-180058	2017-2018 OPEN PURCHASE OR	0100-81500-0-0000-8100-550001-000-00	353.66
		PO-180058	2017-2018 OPEN PURCHASE OR	0100-81500-0-0000-8100-550001-000-00	2,067.16
				Warrant Total:	**6,020.09**
				Vendor Total:	**6,020.09**
1522-PALM MEDICAL GROUP INC	512043063	PV-180027	GARCIA TESTING	0100-07230-0-0000-3600-580025-000-00	54.00
				Warrant Total:	**54.00**
				Vendor Total:	**54.00**
1585-PALOS SPORTS	512043064	PO-180012	66215 RUBBER BALL CLASS PA	0100-09000-0-1160-1000-430000-000-62	640.05
				Warrant Total:	**640.05**
				Vendor Total:	**640.05**
1235-PEERLESS PRINT & GRAPHICS	512040683	PO-180078	2017-2018 PARENT STUDENT H	0100-09000-0-1110-1000-580026-000-00	2,747.32
				Warrant Total:	**2,747.32**
	512040684	PO-180077	2017-2018 PRESCHOOL HANDB	1200-61050-0-0001-1000-580026-000-00	610.06
				Warrant Total:	**610.06**
				Vendor Total:	**3,357.38**
248-PITNEY BOWES	512040685	PO-180079	POSTAGE MACHINE LEASE P	0100-00000-0-0000-7200-590002-000-00	277.36
				Warrant Total:	**277.36**
				Vendor Total:	**277.36**
1403-PRESCENCE LEARNING INC	512040686	LB-170023	MAY BILLING	0100-65000-0-5770-3150-580000-000-78	875.00
				Warrant Total:	**875.00**
	512043065	PO-180114	2017-2018 ONLINE SPEECH SL	0100-33100-0-5770-3150-580000-000-78	55,922.10
				Warrant Total:	**55,922.10**
				Vendor Total:	**56,797.10**
1073-PROTEC DIGITAL VIDEO SECURIT	512043066	PO-180019	VSIP-4MPMIR VIEWSTAR WID	0100-09000-0-0000-8100-440000-000-00	6,355.96
				Warrant Total:	**6,355.96**

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
				Vendor Total:	**6,355.96**
508-PURCHASE POWER INC	512040687	PO-180080	2017-2018 OPEN PURCHASE OR	0100-00000-0-0000-7200-590010-000-00	2,000.00
				Warrant Total:	**2,000.00**
				Vendor Total:	**2,000.00**
1442-RENAISSANCE LEARNING INC	512040688	PO-180081	ACCELERATED READER SUB	0100-09000-0-1110-1000-580000-000-00	6,636.50
				Warrant Total:	**6,636.50**
				Vendor Total:	**6,636.50**
1367-RESIDENCE INN BY MARRIOTT	512044297	PO-180116	ROOM RESERVATION 70195	0100-11000-0-0000-2700-520000-000-43	458.70
				Warrant Total:	**458.70**
				Vendor Total:	**458.70**
1587-SACRAMENTO COUNTY OFFICE O	512044298	PO-180100	REGISTRATION FEE FOR EVEL	0100-31500-0-1110-1000-520000-000-00	40.00
		PO-180100	REGISTRATION FEE FOR EVEL	0100-11000-0-0000-2700-520000-000-41	40.00
				Warrant Total:	**80.00**
				Vendor Total:	**80.00**
279-SAN JOAQUIN PEST CONTROL INC	512040689	PO-180082	2017-2018 OPEN PURCHASE OR	0100-81500-0-0000-8100-550006-000-00	65.00
		LB-170024	JUNE BILLING	0100-81500-0-0000-8100-550006-000-00	65.00
				Warrant Total:	**130.00**
				Vendor Total:	**130.00**
1017-SAUNDERS AUTOMATIC SERVICE	512043067	PV-180019	BUS 3 REPAIR	0100-07230-0-0000-3600-560005-000-00	260.99
		PV-180020	BUS 1 REPAIR	0100-07230-0-0000-3600-560005-000-00	428.51
		PV-180021	BUS 2 REPAIR	0100-07230-0-0000-3600-560005-000-00	362.45
				Warrant Total:	**1,051.95**
				Vendor Total:	**1,051.95**
1459-SCHOLASTIC INC	512043068	PO-180029	9780545442688 NEXT STEP IN G	0100-09000-0-1110-1000-430000-000-00	525.20
				Warrant Total:	**525.20**
				Vendor Total:	**525.20**
1362-SCHOOL FOOD CONSULTANTS GR(	512040079	PO-180057	2017-2018 OPEN PURCHASE OR	1300-53100-0-0000-3700-580000-000-85	1,036.75
		LB-170005	JUNE BILLING	1300-53100-0-0000-3700-580000-000-85	1,314.50
				Warrant Total:	**2,351.25**
				Vendor Total:	**2,351.25**
376-SCHOOL SPECIALTY INC	512043069	PO-180051	669692 LAMINATING FILM FO	0100-11000-0-1110-1000-430000-000-00	118.73
				Warrant Total:	**118.73**

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
				Vendor Total:	**118.73**
1263-SPARKLETTS	512040690	LB-170025	JUNE BILLING	0100-81500-0-0000-8100-550009-000-00	92.52
		PO-180084	2017-2018 OPEN PURCHASE OR	0100-81500-0-0000-8100-550009-000-00	30.15
				Warrant Total:	**122.67**
				Vendor Total:	**122.67**
308-SPURR	512040691	LB-170026	JUNE BILLING	0100-81500-0-0000-8100-550003-000-00	343.35
				Warrant Total:	**343.35**
	512043070	PO-180111	2017-2018 OPEN PURCHASE OR	0100-81500-0-0000-8100-550003-000-00	261.94
				Warrant Total:	**261.94**
				Vendor Total:	**605.29**
1193-SSDA INC	512040692	PO-180085	2017-2018 DISTRICT MEMBERS	0100-00000-0-0000-7300-530000-000-00	600.00
				Warrant Total:	**600.00**
				Vendor Total:	**600.00**
316-STATE OF CALIFORNIA	512040693	PV-180012	INST AIDE FING FEE	0100-00000-0-1110-1000-580015-000-00	32.00
				Warrant Total:	**32.00**
				Vendor Total:	**32.00**
810-SUNBELT RENTALS INC	512040694	PV-180013	SCISSORLIFT RENTAL	0100-81500-0-0000-8100-560011-000-00	22.57
				Warrant Total:	**22.57**
	512043071	PV-180029	SCISSORLIFT RENTAL	0100-81500-0-0000-8100-560011-000-00	226.32
				Warrant Total:	**226.32**
				Vendor Total:	**248.89**
203-SYSCO FOOD SERVICE OF CENTRA	512040695	PO-180086	2017-2018 SUPPLIES FOR PROFI	0100-40350-0-1110-1000-430000-000-00	610.41
		PO-180086	2017-2018 SUPPLIES FOR PROFI	0100-40350-0-1110-1000-430000-000-00	271.90
				Warrant Total:	**882.31**
				Vendor Total:	**882.31**
392-TERMINAL AIR BRAKE SUPPLY INC	512043072	PV-180030	BUS 1 REPAIR	0100-07230-0-0000-3600-560005-000-00	190.00
		PV-180031	BUS 3 REPAIR	0100-07230-0-0000-3600-560005-000-00	190.00
				Warrant Total:	**380.00**
				Vendor Total:	**380.00**
750-THE GALLERY COLLECTION INC	512043073	PO-180039	75 - DESIGN 300203 STARBURS	0100-00000-0-0000-2700-430014-000-76	106.90
		PO-180039	75 - DESIGN 300203 STARBURS	0100-00000-0-0000-7150-430014-000-76	45.81
				Warrant Total:	**152.71**

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
				Vendor Total:	**152.71**
332-THE HOME DEPOT CREDIT SERVICE	512043074	PV-180033	MAINT SUPPLIES	0100-81500-0-0000-8100-430018-000-00	168.44
		PV-180033	MAINT SUPPLIES	0100-81500-0-0000-8100-430018-000-00	255.20
				Warrant Total:	**423.64**
				Vendor Total:	**423.64**
1283-THOMPSON, BETTY W	512040696	PO-180089	2017-2018 OPEN PURCHASE OR	0100-00000-0-0000-7300-580000-000-00	756.00
				Warrant Total:	**756.00**
				Vendor Total:	**756.00**
136-TOSHIBA AMERICA BUSINESS SOLU	512040697	PO-180090	2017-2018 LEASE PAYMENT FO	0100-00000-0-1110-1000-560008-200-84	736.39
				Warrant Total:	**736.39**
	512044299	PO-180127	2017-2018 OPEN PURCHASE OR	0100-11000-0-1110-1000-560008-200-84	736.39
				Warrant Total:	**736.39**
				Vendor Total:	**1,472.78**
1284-TULARE COUNTY OFFICE OF ED	512044300	PO-180002	REGISTRATION FEE FOR BECK	0100-42030-0-1110-1000-520000-000-00	175.00
				Warrant Total:	**175.00**
				Vendor Total:	**175.00**
1129-U.S. BANK NATIONAL ASSOCIATIO	512040698	LB-170029	TEACHER SUPPLY	0100-11000-0-1110-1000-430000-000-00	49.99
		LB-170027	CRUZ/BOARD MEETING	0100-11000-0-0000-2700-520000-000-76	17.70
		LB-170027	CRUZ/BOARD MEETING	0100-11000-0-0000-7150-520000-000-76	7.58
		LB-170028	CRUZ/BOARD MTG	0100-11000-0-0000-2700-520000-000-76	17.70
		LB-170028	CRUZ/BOARD MTG	0100-11000-0-0000-7150-520000-000-76	7.58
				Warrant Total:	**100.55**
				Vendor Total:	**100.55**
1568-VALERO FLEET SERVICES	512040699	LB-170031	JUNE BILLING	0100-07230-0-0000-3600-430009-000-00	87.84
				Warrant Total:	**87.84**
	512043075	PO-180112	2017-2018 OPEN PURCHASE OR	0100-07230-0-0000-3600-430009-000-00	277.24
				Warrant Total:	**277.24**
				Vendor Total:	**365.08**
1488-VALLEY FENCE CO.	512043076	PV-180028	GROUNDS REPAIRS	0100-81500-0-0000-8100-560013-000-00	596.00
				Warrant Total:	**596.00**
				Vendor Total:	**596.00**
1377-VERIZON WIRELESS	512040700	LB-170030	JUNE BILLING	0100-00000-0-0000-8100-590006-000-00	8.98

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
				Warrant Total:	**8.98**
	512043077	PO-180113	2017-2018 OPEN PURCHASE OR	0100-00000-0-0000-8100-590006-000-00	1.30
				Warrant Total:	**1.30**
				Vendor Total:	**10.28**
967-WASTE MANAGEMENT/USA WAST	512040701	PO-180091	2017-2018 OPEN PURCHASE OR	0100-81500-0-0000-8100-550008-000-00	506.26
				Warrant Total:	**506.26**
				Vendor Total:	**506.26**
785-WELLS FARGO FINANCIAL LEASIN	512044301	PO-180092	2017-2018 OPEN PURCHASE OR	0100-11000-0-1110-1000-560008-100-82	553.15
		PO-180092	2017-2018 OPEN PURCHASE OR	0100-11000-0-1110-1000-560008-100-82	553.15
				Warrant Total:	**1,106.30**
				Vendor Total:	**1,106.30**
1359-WILLIAM V MACGILL & CO. INC	512043078	PO-180018	8500 1X3 BANDAGES 100/BX F	0100-00000-0-0000-3140-430014-000-00	175.35
				Warrant Total:	**175.35**
				Vendor Total:	**175.35**
373-ZOOM IMAGING SOLUTIONS INC	512040702	LB-170032	JUNE BILLING COPIER ROOM 1	0100-09000-0-1110-1000-430000-100-82	203.91
		LB-170032	JUNE BILLING COPIER ROOM 1	0100-09000-0-5770-1110-430000-000-82	203.92
		LB-170033	JUNE BILLING	0100-09000-0-1110-1000-430000-100-82	298.76
		PO-180094	2017-2018 OPEN PURCHASE OR	0100-00000-0-0000-7200-430014-000-86	414.04
		PO-180094	2017-2018 OPEN PURCHASE OR	0100-00000-0-0000-7200-430014-000-86	231.28
				Warrant Total:	**1,351.91**
	512040703	LB-170032	JUNE BILLING COPIER ROOM 1	1200-61050-0-0001-1000-430000-000-82	203.91
				Warrant Total:	**203.91**
	512040704	LB-170032	JUNE BILLING COPIER ROOM 1	1300-53100-0-0000-3700-430000-000-82	203.91
				Warrant Total:	**203.91**
	512044302	PO-180128	2017-2018 OPEN PURCHASE OR	0100-11000-0-1110-1000-430000-200-84	279.20
		PO-180128	2017-2018 OPEN PURCHASE OR	0100-11000-0-1110-1000-430000-200-84	279.20
		PO-180095	2017-2018 OPEN PURCHASE OR	0100-11000-0-1110-1000-430000-100-82	815.65
		PO-180096	2017-2018 OPEN PURCHASE OR	0100-11000-0-1110-1000-430000-100-82	298.76
				Warrant Total:	**1,672.81**
				Vendor Total:	**3,432.54**

Total # of Warrants: **114** **Grand Total:** **359,996.76**

WCESD BOARD OF TRUSTEES

ITEM NO. VI.A.4.a
DATE: September 12, 2017

SUBJECT TITLE: CONTRACTS/SERVICE AGREEMENTS

Action ___√___ Discussion _____ Information _____

RECOMMENDATION
Ratify Digital Portal Services Agreement between the Fresno County Superintendent of Schools ("FCSS") and the Washington Colony Elementary School District ("District") for 2017-18.

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

CONSIDERATION
The Governing Board recognizes that school library media centers support the educational program by providing access to a variety on instructional resources. MyFCOE portal is an online teaching resource and content management system that provides complete access to all online resources with a single login. Ex: Video Streaming, Teacher Center, PD, Story Books, Read-Alongs, Language Learning, non-fiction books and online course development system.

FINANCIAL IMPACT:
$3.50 per district enrollment (16-17 CBEDS)

$3.50 X 428 = $1,498.00

FUNDING SOURCE:
General Fund (0100)

Moved by _____ Second _____

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

FCSS-PROVIDED SERVICES AGREEMENT ("Agreement")

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

COVER

Program/Event: Digital Portal Services

AGENCY	FCSS
Washington Colony Elementary (**"Agency"**) Attn: Jesus Cruz, Superintendent 130 E. Lincoln Ave. Fresno, CA 93706 Phone: 559-233-0706 Email: jesuscruz@washingtoncolony.org	Fresno County Superintendent of Schools **("FCSS")** Attn: Mark Archon, Director Dept.: Instructional Technology Services Fresno County Office of Education 1111 Van Ness Avenue Fresno, CA 93721 Phone: (559) 497-3787 Email: marchonl@fcoe.org
CONTRACT TERM (see § 3.1)	TERMINATION DURING CONTRACT TERM (see § 3.2)
"Effective Date": August 1, 2016 **"Termination Date"**: June 30, 2017	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)*:

_ PAYMENT SCHEDULE 1 – FIXED INSTALLMENT PAYMENT: $_____ per , the sum of all payments shall *equal* the **"Contract Amount"** of $_____ . FCSS shall submit each invoice for payment to Agency.

_ PAYMENT SCHEDULE 2 – RATE/NOT TO EXCEED CONTRACT AMOUNT: $_____ per hour, 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.

X PAYMENT SCHEDULE 4 – OTHER: The **"Contract Amount"** of $1498.00), each invoice for payment of which FCSS shall submit to Agency annually and the payment of each invoice of which FCSS shall make to Agency shall be paid through a transfer of funds from District's account to FCSS, Instructional Technology Services Department, on or about April 1st during the Contract Term or within 30 days after FCSS has completed the Services required of FCSS for the period for which FCSS requests payment.

Calculation of "Contract Amount":

$3.50 per district enrollment (16-17 CBED)

$3.50 x 428 = $1498.00

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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: MyFCOEPortal is an online teaching resource and content management system that provides access multiple online resources with a single login. The Discovery Education resources will be accessed through a Google single-sign-on via your school districts's Google Apps for Education (GAFE) domain. All resources included within the portal are teacher-reviewed for California standards-alignment, including streaming video, images, audio, and lesson plans. Access to technical support is available Monday through Friday, 8:00AM – 4:30PM during the school year.

FCSS intends to provide the following, or similar, services through MyFCOEPortal:

(1a) Discovery Education: Video Streaming
(1b) Discovery Education: Teacher Center
(1c) Discovery Education: Professional Development
(2a) TumbleBook: Story Books
(2b) TumbleBook: Read-Alongs
(2c) TumbleBook: Language Learning
(2d) TumbleBook: Non-Fiction Books
(3) PBS Learning
(4) World Book for grades K-6
(4a) Online – Children's Differentiated Package Library
(4b) Online – E-Book Suite – District
(5) Britannica Online School Edition for grades 7-12
(6) Portal Training is included by number of student accounts:

Portal Training is included by number of student accounts:

Student Accounts	**# of Trainings**
1-250	1 training (2 hours)
251-500	2 trainings (4 hours)
500-1000	3 trainings (6 hours)
1000+	4 trainings (8 hours)

FCSS reserves the right to change and/or substitute the services listed above as needed at FCSS's sole discretion.

WHEN WILL FCSS PROVIDE THE SERVICES: Service takes place between September 1, 2017 – June 30, 2018. Scheduling of service and support will adjust based on district need.

WHERE WILL FCSS PROVIDE THE SERVICES: In Fresno County, California at various school sites and to be coordinated and designated by the Agency's Staff.

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)***:

District/School is responsible for providing FCSS staff with updated list of teacher email addresses and school site locations.

Agency's access to MyFCOEPortal is conditioned upon Agency signing any necessary additional documentation, including, but not limited to any addendum and/or contract regarding student information/privacy.

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: Jesus H. Cruz

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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ATTACHMENT 1
GOOGLE SINGLE SIGN-ON INTEGRATION
SCOPE OF WORK

Subscriber intends to use Google/Google Apps/Google.com Single Sign-On (SSO) for Discovery Education products. Discovery will accept authentication requests from Google/Google Apps/Google.com to allow Subscriber's licensed Users to access Discovery Education Streaming with the same credentials that are used to log onto the Subscriber's network.

	Subscriber Requirements	Discovery Deliverables
Connection Requirements	None	Discovery has built a connection to Google's servers and configured a Google-specific URL: https://google.discoveryeducation.com that Subscriber's licensed Users will access to initiate Single Sign-On.
User Management Requirements	1) If Subscriber's data is segmented by school and role in Google's system: Subscriber will enable and configure the connection between Discovery and Google. Subscriber will map schools and roles in Google to schools and roles in Discovery's system. OR 2) Subscriber will create and automate a process that exports student and teacher rosters in a format dictated by Discovery and post the rosters to Discovery's FTP site.	1) Discovery will automatically retrieve student and teacher roster data from Google's system on a nightly basis and ingest licensed User data into Discovery's system. OR 2) Discovery will provide Subscriber with SFTP connection information. New licensed Users will be created in the correct school and role based on the nightly upload process. Discovery will automatically convert usernames that currently exist in Discovery's system so that they are compatible with Single Sign On and that data associated with licensed User accounts is not lost (e.g. saved resources, classes, boards, usage).
User Experience	Licensed Users will navigate to https://google.discoveryeducation.com, which will trigger the SSO process. Note: Licensed Users will be created and updated by one of the two processed outlined in User Management Requirements. Licensed Users will NOT be created automatically from Single Sign-On requests.	The Single Sign On request will provide Discovery with a user identifier that is used to query the Discovery Licensed Users database. If found, Subscriber's Licensed User will be logged into Discovery Education products. If not found, Users will be redirected to an error page.

Subscriber represents that it has the right to provide Discovery with and hereby grants a limited license to Discovery to access all of Subscriber's data and networks necessary for Discovery to perform the Google/Google Apps/Google.com Single Sign-On Integration Services. The Google/Google Apps/Google.com Single Sign-On Integration Services are provided as is, and all warranties of any kind, including, without limitation, non-infringement, are hereby disclaimed to the fullest extent permitted by law. In no event shall Discovery be liable for any lost profits, business interruption, replacement service or other special, incidental, consequential, punitive or indirect damages, however caused and regardless of theory of liability resulting from its performance of the Google/Google Apps/Google.com Single Sign-On Integration Services.

Google/Google Apps/Google.com Single Sign-On Integration Services Agreement ("Agreement") made as of 07/07/2016 between Discovery Education, Inc. ("Discovery") and FRESNO COUNTY SUPERINTENDENT OF SCHOOLS, CA ("Subscriber")

1. In connection with and subject to Subscriber's current and valid license (and/or sublicense, as the case may be) for authorized access to Discovery's digital curriculum service known as Discovery Education Streaming, ("Subscriber Agreement") Discovery shall provide Google/Google Apps/Google.com Single Sign-On Integration Services to Subscriber. "Google/Google Apps/Google.com Single Sign-On Integration Services" means the process of using Google/Google Apps/Google.com credentials to allow Subscriber's licensed Users to access Discovery Education Streaming, as described in more detail in the Scope of Work on Attachment 1 hereto.

2. Any changes to the Scope of Work as detailed on Attachment 1 hereto must be mutually agreed to in a duly executed written amendment.

3. This Agreement contains the entire understanding and supersedes all prior understandings between the parties relating to the subject matter herein. The terms and conditions set forth herein shall not be binding on Discovery, or any of its affiliates, until fully executed by an authorized signatory for both Subscriber and Discovery (or its applicable affiliate). Signatures may be exchanged in counterparts. Signatures transmitted electronically by fax or PDF shall be binding and effective as original ink signatures.

WCESD ~~FRESNO COUNTY~~ SUPERINTENDENT ~~OF SCHOOLS~~	DISCOVERY EDUCATION, INC.
By: Jesus H. Cruz (Signature Required)	By:
Title: Superintendent	Title:
Printed Name: JESUS CRUZ	Printed Name:
Date: 9/01/17	Date:

Ref. No. O6UJ9C002ASB

WCESD BOARD OF TRUSTEES

ITEM NO. VI.A.4.b
DATE: September 12, 2017

SUBJECT TITLE: CONTRACTS/SERVICE AGREEMENTS

Action ___√___ Discussion _____ Information _____

RECOMMENDATION
Ratify District Library Services Agreement between the Fresno County Superintendent of Schools ("FCSS") and the Washington Colony Elementary School District ("District") for 2017-18.

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

CONSIDERATION
The Governing Board recognizes that school library media centers support the educational program by providing access to a variety on instructional resources.

FINANCIAL IMPACT:
$4.50 per district enrollment (16-17 CBEDS)

$4.50 X 428 = $1,926.00

FUNDING SOURCE:
General Fund (0100)

Moved by _____ Second _____

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

FCSS-PROVIDED SERVICES AGREEMENT ("Agreement")

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

COVER

Program/Event: District Library Services & Support

AGENCY	FCSS
Washington Colony Elementary(**"Agency"**) Attn: Jesus Cruz, Superintendent 130 E. Lincoln Ave. Fresno, CA 93706 Phone: (559) 233-0706 Email: jesuscruz@washingtoncolony.org	Fresno County Superintendent of Schools **("FCSS")** Attn: Mark Archon, Director Dept.: Instructional Technology Services Fresno County Office of Education 1111 Van Ness Ave. Fresno, CA 93711 Phone: (559) 497-3787 Email: marchon@fcoe.org
CONTRACT TERM (see § 3.1)	TERMINATION DURING CONTRACT TERM (see § 3.2)
"Effective Date": September 1, 2017 **"Termination Date":** June 30, 2018	Ground for termination *(mark one)*: X With cause _ 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)*:	

_ PAYMENT SCHEDULE 1 – FIXED INSTALLMENT PAYMENT: $_____ per month/quarter/year, the sum of all payments shall *equal* the **"Contract Amount"** of $_____ . FCSS shall submit each invoice for payment monthly/quarterly/annually 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.

X PAYMENT SCHEDULE 4 – OTHER: The **"Contract Amount"** of $1,926.00, each invoice for payment of which FCSS shall submit to Agency annually and the payment of each invoice of which FCSS shall make to Agency shall be paid through a transfer of funds from District's account to FCSS, Instructional Technology Services Department, on or about April 1st during the Contract Term or within 30 days after FCSS has completed the Services required of FCSS for the period for which FCSS requests payment

Calculation of "Contract Amount":

$4.50 per district enrollment (16-17 CBED)

$4.50 x 428 = $1,926.00.

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: Library Services as follows (see California Education Code sections 18100 and 18103):

1) A Credentialed Librarian of Record: Brigeen Houghton, bhouhgton@fcoe.org.

2) Provide access to the Fresno County Superintendent of Schools Library (hours of operation: 8:30 a.m.– 4:30 p.m.),online check-out and delivery available with mail and delivery service.

3) Teacher and staff may request standards aligned and thematic materials with an emphasis on nonfiction titles
from FCSS staff to complete and ship to school site.

4) Provide 4 professional development trainings at FCSS for District Library Media Technicians and/or Teacher Librarians with primary focus on how to support teacher implementation of the new California Standards.

5) Provide cost of one registration fee for District Library Media Technician or Teacher Librarian to attend the Fresno Pacific University, Library Leadership Day during the 2017-18 school year.

6) Provide technical assistance, consulting or library grant-writing in support of the District and/or School Library. Hours provided will vary based on 2016-17 CBED counts (see table below).

CBED Counts	**# of days provided**
1-250	½ day
251-500	1 day
500-1000	2 days
1000+	3 days

WHEN WILL FCSS PROVIDE THE SERVICES: Service takes place September 1, 2017 – June 30, 2018. Scheduling of service and support will adjust based on district need.

WHERE WILL FCSS PROVIDE THE SERVICES: In Fresno County, California at various school sites and to be coordinated and designated by the Agency's staff.

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)***:

District/School is responsible for providing FCSS staff with updated list of library staff, school site locations and contact information.

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: Jesus A. Cruz
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.
/ /

WCESD BOARD OF TRUSTEES

ITEM NO. VI.A.4.c
DATE: September 12, 2017

SUBJECT TITLE: CONTRACTS/SERVICE AGREEMENTS

Action ___√___ Discussion _____ Information _____

RECOMMENDATION
Approve School Psychologist 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 recognizes that good physical and mental health is critical to a student's ability to learn and believes that all students should have access to comprehensive health and services. The Fresno County Superintendent of Schools will furnish the District one or more Credentialed School Psychologist(s) to provide customary credentialed school psychologists services for 4.5 service days per week for school psychologist and .5 days of Mental Health for 37.4 weeks.

FINANCIAL IMPACT:
Services: 5 days per week. A total of 37.40 weeks maximum/Service Day (187 days): $550

Contract Amount ($102,850.00)

FUNDING SOURCE:
General Fund (0100) – Special Education.

Moved by _____ Second _____

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

SCHOOL PSYCHOLOGIST SERVICES AGREEMENT ("Agreement")

Pupil Personnel Services

COVER

AGENCY

WASHINGTON COLONY ELEMENTARY SCHOOL DISTRICT **("Agency")**
Attn: Jesus Cruz, Superintendent
130 E. Lincoln Ave.
Fresno, California 93706
Phone No.: (559) 233-0706 FAX No.: (559) 233-9583 Email: jesuscruz@washingtoncolony.org

FCSS

Fresno County Superintendent of Schools **("FCSS")**
Attn: Trish Small, Director, Pupil Personnel Services
Fresno County Office of Education
1111 Van Ness Avenue
Fresno, CA 93721-2000
Phone No.: (559) 265-3001 FAX No.: (559) 237-3012 Email: tsmall@fcoe.org

CONTRACT TERM (see § 3.1)

"Effective Date": July 1, 2017
"Termination Date": June 30, 2018

PAID SERVICES AND CONTRACT AMOUNT. Agency shall pay FCSS for credentialed school psychologist services **("Paid Services")** in accordance with the following (see Art. 1):

MARK ONE: __ No Paid Services **XXX** Paid Services as stated in 1-2 below ***(complete 1-2 below)***

1. CONTRACT AMOUNT. The Contract Amount shall be calculated as follows:
   a. Maximum *number of Service Days* on which Paid Services to be provided: 5.00 per week (187.00 total days)
   b. Maximum *number of weeks* on which Paid Services to be provided : 37.4
   c. Amount Agency shall pay FCSS for each Service Day of Paid Services: $550.00
   d. **"Contract Amount"** (sum of a x b x c): $.102,850.00

2. PAYMENT METHOD AND SCHEDULE: The Contract Amount shall be paid to FCSS as designated below ***(mark one)***:
   XX *Automatic Transfer*: FCSS will transfer the Contract Amount from Agency's account to FCSS' account on or about March 1 during the Contract Term.

   __ *Tender of Payment*: Agency shall pay the Contract Amount to FCSS, which payment must be received by FCSS by no later than March 1 during the Contract Term.

DIRECT SERVICES. FCSS will also provide, at no cost to Agency, credentialed school psychologist services **("Direct Services")** as follows:

MARK ONE: _ No Direct Services **XX** Direct Services as stated in 1-3 below ***(complete 1-3 below)***

1. Maximum *number of Service Days* on which Direct Services to be provided: .50
2. Maximum *number of weeks* on which Direct Services to be provided: 37.4
3. Total number of days on which Direct Services to be provided (sum of 1 x 2): 18.70

REQUIRED DOCUMENTS. Each Party, upon the other Party's request, shall provide written proof that the following insurance is in effect during the Contract Term, 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 stipulations in and for good and valuable consideration and/or the mutual benefits to be derived from this Agreement, Agency and FCSS, separately referred to as a **"Party"** and collectively as the **"Parties,"** hereby enter into this Agreement. Unless this Agreement states or the context requires otherwise, any reference to a Party shall mean the Party and its governing body, officers, employees, and agents, and, if Agency is a school district or charter school, includes Agency's students. Each person executing this Agreement on behalf of a Party represents that he/she is authorized to execute on behalf of and to bind the Party to this Agreement.

AGENCY

By: _____
Print Name: JESUS CRUZ
Title: Superintendent

FCSS

By: _____
Jim 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 1A	Additional Requirements
Article 2	Payment
Article 3	Term and Termination of Agreement
Article 4	Insurance
Article 5	Indemnity
Article 6	Dispute Resolution
Article 7	General Provisions

ARTICLE 1 SCOPE OF SERVICES AND OBLIGATIONS.

SECTION 1.1 RECITALS. Agency requires credentialed school psychologist services and FCSS provides such services. By this Agreement, the Parties desire to set forth the terms and conditions regarding FCSS' provision of Paid Services and/or Direct Services, as stated on the Cover of this Agreement, to Agency and Agency's compensation of FCSS for Paid Services. Agency acknowledges and understands that FCSS is providing similar services to other agencies and FCSS' departments, and that FCSS' provision of the Paid Services and/or Direct Services to Agency under this Agreement are coordinated with and subject to the availability of FCSS' credentialed school psychologists based on services scheduled with other agencies and FCSS' departments.

SECTION 1.2 PAID SERVICES AND DIRECT SERVICES. Paid Services and Direct Services shall be rendered in accordance with the following and as stated on the Cover of this Agreement:

1.2.1 SERVICE SCHEDULE. The Parties shall communicate and coordinate throughout the Contract Term regarding: (A) the Paid Services and/or Direct Services that FCSS is to provide to Agency; (B) the location(s), day(s), and time(s) at which the Paid Services and/or Direct Services are to be provided; and (C) other necessary and proper arrangements to allow FCSS to provide the Paid Services and/or Direct Services to Agency (collectively **"Service Schedule"**). The Parties may mutually agree to change the Service Schedule for Paid Services subject to the maximum Service Days and maximum service weeks stated on the Cover, and for Direct Services subject to the maximum Service Days and the maximum service weeks stated on the Cover. A **"Service Day"** is defined as a period of approximately eight hours during which FCSS provides credentialed school psychologist services to Agency and includes all time required to travel to and from the location(s) where services are to be provided, using FCSS' address listed on the Cover as the starting and ending point of travel.

1.2.2 CREDENTIALED SCHOOL PSYCHOLOGIST. FCSS will provide the Paid Services and/or Direct Services to Agency through one or more FCSS' credentialed school psychologist(s) in accordance with the Service Schedule. To promote continuity in services, FCSS will make reasonable efforts to assign one or more credentialed school psychologists to provide the Paid Services and/or Direct Services to Agency. If an assigned FCSS school credentialed psychologist is not available due to illness, professional staff development or other circumstances, FCSS will notify Agency.

ARTICLE 1A ADDITIONAL REQUIREMENTS.

SECTION 1A.1 WORK PRODUCTS AND RIGHTS THERETO. Unless stated otherwise on the Cover, the following applies to any data, document, display, drawing, report, material, invention, work, and discovery (whether written, recorded, or electronically stored), including any copyright, right, and interest therein or thereto (collectively **"Work"**), that a Party prepares for or provides to the other Party pursuant to this Agreement: (A) the Work of each Party shall remain its property and that Party shall have all rights thereto; (B) each Party grants to the other Party a limited license during the Contract Term to use and reproduce the other Party's Work for the purpose of performing this Agreement; and (C) upon termination of this Agreement and a Party's request, the other Party shall return any Work that belongs to the requesting Party. The provisions of this Section shall survive the termination of this Agreement.

SECTION 1A.2 CONFIDENTIAL RECORDS AND INFORMATION. If any document and/or information (e.g., employee or student records) that are subject to nondisclosure or protection under federal and/or California laws (collectively **"Confidential Materials"**) are provided to or created by a Party for or pursuant to this Agreement, the Party shall: (A) not release, disseminate, publish, or disclose the Confidential Materials except as required by law or a court order, as this Agreement may permit, or as the other Party may authorize in writing; (B) not use the Confidential Materials for any purpose not related to the performance of this Agreement; and (C) protect and secure the Confidential Materials, including those that are saved or stored in an electronic form, to ensure that they are safe from theft, loss, destruction, erasure, alteration, and unauthorized viewing, duplication, and use. The provisions of this Section shall survive the termination of this Agreement.

SECTION 1A.3 COMPLIANCE WITH APPLICABLE LAWS AND GRANT. Each Party shall comply with all federal and California laws applicable to its performance of this Agreement. Each provision of law required to be inserted in or that applies to this Agreement shall be deemed inserted herein, and this Agreement shall be read and enforced as though such

provision of law is inserted herein. If funds from any grant are used to pay for this Agreement, each Party shall comply with all terms and conditions of the grant that are applicable it.

ARTICLE 2 PAYMENT.

As full consideration and compensation for FCSS' performance of the Paid Services under this Agreement, Agency shall pay FCSS the Contract Amount stated on the Cover in accordance with the Payment Schedule stated on the Cover. FCSS is not entitled to any payment of compensation from Agency for Direct Services that FCSS provides to Agency under this Agreement.

ARTICLE 3 TERM AND TERMINATION OF AGREEMENT.

SECTION 3.1 CONTRACT TERM. This Agreement shall become effective on the Effective Date stated on the Cover and shall continue in full force and effect thereafter until and including the Termination Date stated on the Cover (**"Contract Term"**), unless this Agreement is terminated during the Contract Term in accordance with Section 3.2 below.

SECTION 3.2 GROUND FOR TERMINATION. This Agreement shall terminate upon expiration of the Contract Term. During the Contract Term, a Party may terminate this Agreement only upon the other Party's material breach of one or more provisions of this Agreement and after the non-breaching Party has provided the breaching Party with at least 30 days written notice before the effective termination date and an opportunity within those 30 days to cure the material breach and to notify the other Party in writing when such cure has been completed; if the material breach has not been cured upon expiration of the 30 days, this Agreement shall terminate without any further notice or action by any Party.

SECTION 3.3 RIGHTS AND OBLIGATIONS UPON TERMINATION. Upon termination of this Agreement, the following shall apply:

3.3.1 FCSS MATERIAL BREACH. If the termination of this Agreement is due solely to FCSS' material breach of this Agreement or by the Parties' mutual agreement, FCSS is entitled to payment of and to retain the portion of the Contract Amount for all Service Days of Paid Services that elapsed before the effective date of termination. FCSS shall refund to Agency the portion of the Contract Amount that Agency has paid for Service Days of Paid Services that have not elapsed before the effective date of termination.

3.3.2 AGENCY MATERIAL BREACH. If this Agreement is terminated due to any material breach of this Agreement by Agency, FCSS is entitled to payment of and to retain the entire Contract Amount. The Parties agree that any amount that FCSS retains is the amount of damages that FCSS shall directly incur upon Agency's material breach of this Agreement.

SECTION 3.4 FORCE MAJEURE. A Party is not liable for failing or delaying performance of this Agreement due to events that are beyond the Party's reasonable control and occurring without its fault or negligence, for example, acts of God such as tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters (collectively **"Force Majeure"**) provided that the Party has notified the other Party in writing of the occurrence of the Force Majeure, except that a Force Majeure shall not excuse Agency's payment of any portion of the Contract Amount that is due to FCSS where FCSS has performed the Services for which payment is sought and submitted an invoice to Agency.

ARTICLE 4 INSURANCE.

Each Party, at its cost and during the Contract Term, shall maintain in effect insurance or self-insurance providing the coverage listed on the Cover 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* 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, all owned, non-owned, and hired autos or any auto, with a combined single limit of not less than $1,000,000 per accident.

ARTICLE 5 INDEMNITY.

Except as specifically stated otherwise on the Cover, each Party's indemnity, defense, and hold harmless obligations to the other Party under this Agreement are as follows: (A) a Party (**"Indemnitor"**) shall indemnify and hold harmless the other Party (**"Indemnitee"**) to the full extent permitted by California laws for any Loss (excluding attorney's fees and litigation costs that the Indemnitee or a Third Party incurred or paid related to the Loss) sustained by the Indemnitee or a Third Party only in proportion to the Indemnitor's liability based on the determination of a governmental entity with jurisdiction to make such a determination or a court of competent jurisdiction, whichever determination is final; and (B) each Party shall defend and pay for all of its attorney's fees and litigation costs related to any Claim or Loss without any right to indemnity and/or hold harmless of such fees and costs, or any right to defense, from the other Party. A Party who intends to seek or seeks indemnity and/or hold harmless of any Loss from the other Party: (1) shall notify the other Party in writing and within a reasonable time after the Party knows or becomes aware of any Claim that may or will result in a Loss, describing, if known or determinable, the pertinent circumstances, all entities and persons involved, and the amount being claimed; and (2) shall not settle or otherwise resolve the Claim until it has notified the other Party of the Claim in accordance with the preceding provision (1) and given the other Party written notice and an opportunity to

participate in and to consent to the settlement or resolution of the Claim, which consent the other Party shall not unreasonably withhold. A Party's obligations under this Article are not limited to or by any insurance that it maintains or the lack of insurance but apply to the full extent permitted by California laws. **"Claim"** means any claims, demands, lawsuits, causes of action, actions, cross-complaints, cross-actions, and/or proceedings arising out of, resulting from, or related to this Agreement where there has been no final determination of liability by a governmental entity with jurisdiction to make such a determination or a court of competent jurisdiction. **"Loss"** means any bodily injury, property damage, personal injury, advertising injury, liability, loss, judgment, expense, and/or cost arising out of, resulting from, or relating to this Agreement and for which there has been a final determination by a governmental entity with jurisdiction to make such a determination or a court of competent jurisdiction that a Party is or both Parties are liable. **"Third Party"** means a person who or an entity that is not a Party to this Agreement and is not employed by, 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. The provisions of this Article shall survive the termination of this Agreement.

ARTICLE 6 DISPUTE RESOLUTION.

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

ARTICLE 7 GENERAL PROVISIONS.

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

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

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

SECTION 7.4 TRANSFER AND ASSIGNMENT OF MEDI-CAL BILLING RIGHTS. As to all Paid Services (not Direct Services) provided to Agency by FCSS under this Agreement, FCSS hereby transfers and assigns to Agency all legal and beneficial rights to submit claims to and receive all monetary payments/reimbursement from Medi-Cal for qualified credentialed school nurse services provided to Agency students pursuant to this Agreement subject to the LEA Medi-Cal Billing Option Program regulations.

SECTION 7.5 NOTICES. Except as may be specifically stated otherwise in this Agreement, each Party shall give any notices, demands, invoices, and all other communications required or permitted under this Agreement in writing and by one of the following methods to the other Party at the address, FAX number, and/or email stated on the Cover, delivery to be effective upon receipt thereof by the other Party: (A) hand delivery; (B) sent by a reputable overnight courier services that tracks the delivery; (C) sent by certified mail, return receipt requested, first class postage prepaid; or (D) sent by regular mail *and* transmitted by facsimile or e-mail; and, ***if to FCSS, a copy thereof, not to include invoices and***

communications regarding normal implementation of this Agreement, by facsimile to: Lead Legal Counsel at (559) 265-3054. A Party may change its contact person and/or contact information stated on the Cover by notifying the other Party of the particular change and the effective date thereof in accordance with this Section. The provisions of this Section shall survive the termination of this Agreement.

/ /

WCESD BOARD OF TRUSTEES

ITEM NO. VI.A.4.d
DATE: September 12, 2017

SUBJECT TITLE: CONTRACTS/SERVICE AGREEMENTS

Action ___√___ Discussion _____ Information _____

RECOMMENDATION
Ratify the ELD Coaching and Professional Development Services Agreement between the Tulare County Office of Education ("TCOE") 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. Teachers will receive ELD Coaching and Professional Development onsite in order to meet the educational needs of English Learners.

FINANCIAL IMPACT:
Service Day Rate= $1,150

Service: 9 days

Total Amount=$10,350

FUNDING SOURCE:
General Fund (0100)/Title III/Supplemental & Concentration

Moved by _____ Second _____

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

WORK PLAN (CISC REGION 7)

JULY 1, 2017 - JUNE 30, 2018

INITIAL / REVISION DATE: **8/28/17**

TULARE COUNTY OFFICE OF EDUCATION

EDUCATIONAL RESOURCE SERVICES

DISTRICT/SCHOOL: **Washington Colony**

TCOE LEAD(S): **Alesha Ramirez**

CONTACT(S): **Mr. Jesus Cruz, Superintendent**

CONTENT AREA: **ELD**

DISTRICT EMAIL: **jesuscruz@washingtoncolony.org**

DISTRICT CONTACT MOBILE PHONE NUMBER: **(559) 977-8180**

2017-18 PROFESSIONAL LEARNING GOALS

1 *Support the implementation of Integrated and Designated ELD, with emphasis on D-ELD planning.*

2

#	DATE(S)	CONSULTANT ACTIVITY	DISTRICT RESPONSIBILITY	C/W	CONSULTING DAYS	ON-SITE WORKSHOP DAYS	# OF PARTICI-PANTS	$50 FOR # ABOVE 10	Estimated	Actual
1	8/28/17	ELD: CELDT data review & planning, Gr 2-3	Schedule teachers and subs	C	1			$ -		
2	8/29/17	ELD: CELDT data review & planning, Gr 4-5	Schedule teachers and subs	C	1			$ -		
3	9/13/17	ELD Planning: Align Text Type 1, Gr 2-3	Schedule teachers and subs	C	1			$ -		
4	9/15/17	ELD Planning: Align Text Type 1, Gr 4-5	Schedule teachers and subs	C	1			$ -		
5	11/1/17	ELD Planning: Align Text Type 2, Gr 2-3	Schedule teachers and subs	C	1			$ -		
6	11/2/17	ELD Planning: Align Text Type 2, Gr 4-5	Schedule teachers and subs	C	1			$ -		
7	2/27/18	ELD Planning: Align Text Type 3, Gr 2-5	Schedule teachers and subs	C	1			$ -		
8	TBD	Planning & Preparations	n/a	C	2			$ -		
9								$ -		
10		<<<unhide hidden rows if needed						$ -		

Please email or fax the signed Plan of Work to:

Ame Quinonez, ame.quinonez@tcoe.org

fax (559) 651-0516

DAYS	9	0	
CISC REGION 7 RATE	$ 1,150	$ 1,750	
SUBTOTALS	$ 10,350	$ -	$ -
TOTAL FOR SERVICES	$		10,350

BINDERS / BOOKS / MATERIALS FEES (if applicable)

#	DATE OF SERVICE	ITEM (BINDERS / BOOKS / MATERIALS)	EACH	PARTICIPANTS	AMOUNT	E	A
1		<<< unhide hidden rows if needed			$ -		
				TOTAL FOR MATERIALS	$ -		

Jesus B. Cruz 8/29/17

DISTRICT / SCHOOL SIGNATURE DATE

GRAND TOTAL FOR SERVICES & MATERIALS $ 10,350

WCESD BOARD OF TRUSTEES

ITEM NO. VI.A.4.e
DATE: September 12, 2017

SUBJECT TITLE: CONTRACTS/SERVICE AGREEMENTS

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Ratify the Organization of Self-Insured Schools Services Agreement between the OSS JPA 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

At the annual OSS Board of Directors meeting 5/16/17 and the FCSIG Board meeting on 6/13/17, changes to the agreements were approved. These changes were clean-up of dates in the Agreements both JPAs. Enclosed you will find the red-lined changes for each JPA for your review along with the signature page which each member needed to sign.

In order to amend the JPA agreement, the signatures of all members are required.

A full revised version effective July 1, 2017 is available at www.ossweb.org -

FINANCIAL IMPACT:

Contract Amount $30,177/year

FUNDING SOURCE:

General Fund (0100)

Moved by _____ Second _____

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

Tucker-Alexander Insurance Associates

2133 High Street, Suite E; Selma, CA 93662
(559) 896-8880; FAX (559) 896-3846
License No. 0586972

July 24, 2017

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

Re: Organization of Self Insured Schools (OSS) & Fresno County Self Insurance Group (FCSIG)
Agreement Revisions - Signature Pages

Jesus,

At the annual OSS Board of Directors meeting on 5/16/17 and the FCSIG Board meeting on 6/13/17, changes to the agreements were approved. These changes were the clean-up of dates in the Agreements for both JPAs. I've enclosed the red-lined changes for each JPA for your review along with their signature page which each member needs to sign. The full revised version effective July 1, 2017 may be found on the OSS & FCSIG websites.

OSS – https://www.ossweb.org
FCSIG – https://www.fcsigweb.org

Please sign both signature pages for Washington Colony Elementary School District and return in the envelope provided.

Should you have any questions, you may reach me at the number listed below.

Sincerely,

Donna Murry

Donna Murry

Account Manager
Tucker-Alexander Insurance Associates
2133 High St, Suite E
Selma, CA 93662
(559) 819-1024 (559) 896-3846 FAX

Encls.

Dated: _____, 2017 SOUTH COUNTY SUPPORT SERVICES AGENCY

By: _____

Dated: _____, 2017 SOUTHWEST TRANSPORTATION AGENCY

By: _____

Dated: _____, 2017 VALLEY REGIONAL OCCUPATIONAL PROGRAM

By: _____

Dated: 8/28, 2017 WASHINGTON COLONY ELEMENTARY SCHOOL DISTRICT

By: Jesus A. Cruz

Dated: _____, 2017 WASHINGTON UNIFIED SCHOOL DISTRICT

By: _____

Dated: _____, 2017 WEST PARK ELEMENTARY SCHOOL DISTRICT

By: _____

Dated: _____, 2017 WESTSIDE ELEMENTARY SCHOOL DISTRICT

By: _____

RESTATED
JOINT POWERS AGREEMENT
OF
THE ORGANIZATION OF SELF-INSURED SCHOOLS ("OSS")
EFFECTIVE AS REVISED AND RESTATED JULY 1, 20052017
~~**EFFECTIVE AS REVISED JULY 1, 2016**~~

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THIS RESTATED JOINT POWERS AGREEMENT amends and restates that certain Agreement captioned "Organization of Self-Insured Insured Schools Joint Exercise of Powers Agreement to Establish, Operate, and Maintain a Self-Funded Program for Property/Casualty Insurance" effective ~~April 1, 1986,~~as revised and ~~April 27, 1993~~restated July 1, 2017.

THIS AGREEMENT is entered into pursuant to the provisions of Title 1, Division 7, Chapter 5, Article 1 (commencing at Section 6500) of the California Government Code, relating to the joint exercise of powers, by and between the public education agencies (hereinafter referred to as "District" or "Districts") signatories hereto, and also those public education agencies which may hereafter become a signatory hereto, for the purpose of operating an agency to be known and designated as the "Organization of Self Insured Schools" hereinafter designated as "OSS" or the "Authority". The districts which are signatory hereto are hereinafter collectively referred to as "Members" and any one of them is hereinafter referred to as a "Member."

WHEREAS, it is to the mutual benefit of the parties herein subscribed and in the best public interest of said parties of joining together to establish this Joint Powers Agreement to accomplish the purposes hereinafter set forth; and

WHEREAS, the development, structure and implementation of such an Authority is of such magnitude that it is desirable for the Members to join together in this Joint Powers Agreement in order to accomplish the purposes hereinafter set forth; and

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the purposes of this Agreement.

h. To receive gifts, contributions, and donations of property, funds, services, and other forms of assistance from persons, firms, corporations, associations, and any governmental entity.

i. To invest surplus reserve funds as deemed appropriate by the Board of Directors.

j. To provide a forum for discussion, study, development, and implementation of recommendations of mutual interest regarding other programs of self-insurance.

k. To sue and be sued in the name of the Authority.

l. To perform such other functions as may be necessary or appropriate to carry out this Agreement, so long as such other functions so performed are not prohibited by any provision of law.

m. To establish and maintain a fund to pay self-funded losses.

n. To study and investigate other self-funded programs for different kinds of risk management.

6. TERM OF THE AGREEMENT.

This Agreement ~~shall be effective when executed by all parties shown on the signature pages hereof~~is revised and restated as of the Effective Date revisions herein are approved by the Membership or its Board, and shall continue in effect until lawfully terminated. In the event of a reorganization of any Member participating in this Agreement, the successor(s) in interest to the obligations of such reorganized Member shall be substituted as a party to this Agreement.

7. AUTHORITY MEMBERSHIP.

a. Each party to this Agreement shall become a member of the Authority upon the effective date of this Agreement. Each Member of the Authority shall be entitled to the rights and privileges of membership as provided in this Agreement and in any

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Organization of Self Insured Schools

c/o Kingsburg Jt Un School District (Elementary)
1310 Stroud Avenue
Kingsburg, CA 93631

Renewal Invoice

Date	Invoice #
6-20-17	624

Bill To

Washington Colony School Dist.
130 E. Lincoln
Fresno, CA 93706

Policy #	Terms	Amount Paid
NCR 01001-21	**Payment Due 08-21-17**	

******Please return top portion with remittance******

Eff. Date	Description	Amount
7/1/2017	Renewal of Property, General & Auto Liability, Equipment Breakdown, Crime & Cyber Liability. (Includes Agent's Service Fee of $ 1,226)	20,852.00
7/1/2017	Loss Fund	9,325.00

RECEIVED JUN 30 2017

Total	$30,177.00
Payments/Credits	$0.00
Balance Due	$30,177.00

Payments received after August 21, 2017 are subject to a late penalty charge of 10% per month. If you do not feel that your payments will be made on time, in order to avoid a late payment penalty, you must request an extension. According to the OSS Bylaws, if you will need an extension to pay the premium, you must make a request in writing no later than 15 days prior to the due date, which is August 07, 2017. Please submit the request to... Larry Teixeira - OSS President; Selma Unified School District; 3036 Thompson Ave., Selma, CA 93662.

WCESD BOARD OF TRUSTEES

ITEM NO. VI.A.4.f
DATE: September 12, 2017

SUBJECT TITLE: CONTRACTS/SERVICE AGREEMENTS

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Ratify the Fresno County Self-Insurance Services Agreement between the FCSIG 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

At the annual OSS Board of Directors meeting 5/16/17 and the FCSIG Board meeting on 6/13/17, changes to the agreements were approved. These changes were clean-up of dates in the Agreements both JPAs. Enclosed you will find the red-lined changes for each JPA for your review along with the signature page which each member needed to sign.

In order to amend the JPA agreement, the signatures of all members are required.

A full revised version effective July 1, 2017 is available at www.fcsigweb.org -

FINANCIAL IMPACT:

Contract Amount $58,001/year

FUNDING SOURCE:

General Fund (0100)

Moved by _____ Second _____

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

Dated: _____, 2017 SOUTHWEST TRANSPORTATION AGENCY

By: _____

Dated: _____, 2017 VALLEY REGIONAL OCCUPATIONAL PROGRAM

By: _____

Dated: 8/28, 2017 WASHINGTON COLONY ELEMENTARY SCHOOL DISTRICT

By: Jesus A. Cruz

Dated: _____, 2017 WASHINGTON UNIFIED SCHOOL DISTRICT

By: _____

Dated: _____, 2017 WEST PARK ELEMENTARY SCHOOL DISTRICT

By: _____

Dated: _____, 2017 WESTSIDE ELEMENTARY SCHOOL DISTRICT

By: _____

RESTATED JOINT POWERS AGREEMENT
OF
FRESNO COUNTY SELF-INSURANCE GROUP ("FCSIG")
EFFECTIVE ~~JULY 1, 2005~~AS REVISED AND RESTATED
~~REVISED JUNE 14, 2016~~
JULY 1, 2017

THIS RESTATED JOINT POWERS AGREEMENT amends and restates that certain Agreement captioned "Fresno County Schools Joint Exercise of Powers Agreement to Establish, Operate, and Maintain a Self-Funded Program for Workers' Compensation and other Self-Insurance Risk Management Programs" dated ~~June 23, 1982, and of January 18, 1994~~ effective as revised and restated July 1, 2017.

THIS AGREEMENT is entered into pursuant to the provisions of Title I, Division 7, Chapter 5, Article 1 (commencing at Section 6500) of the California Government Code, relating to the joint exercise of powers, by and between the public educational agencies of Fresno County (hereinafter referred to as "District" or "Districts") signatory hereto, and also those public agencies which may hereafter become signatory hereto, for the purpose of operating an agency to be known and designated as the Fresno County Self-Insurance Group, hereinafter designated as "FCSIG" or the 'Authority". The districts which are signatory hereto are hereinafter collectively referred to as "Members" and any one of them is hereinafter referred to as a "Member."

WHEREAS, the signatories hereto have determined that there exists a need for Members to establish and operate a self-funded program for workers' compensation and other types of insurance which the Authority believes to be in the best interests of the participating Members;

setting aside funds to pay for losses not covered by insurance.

"TRUST FUND" shall mean a trust fund which may be established pursuant to Education Code Section 39602.

2. CREATION OF THE AUTHORITY.

Pursuant to Title I, Division 7, Chapter 5, Article I (commencing at Section 6500) of the California Government Code, the parties to this Agreement hereby create a public agency, separate and apart from the parties hereto, to be known as the Fresno County Self-Insurance Group (FCSIG). FCSIG shall become an effective governmental unit as ~~provided~~ of the effective date herein, after ~~the final date of~~ execution of this Agreement by all the parties hereto as attested by the signatures on the final pages hereof, and it shall continue in effect, as may be restated from time to time, until lawfully terminated.

3. PURPOSES OF THE AUTHORITY.

The Authority is established for the purposes of administering this Agreement, pursuant to the joint powers provisions of the California Government Code, and for the purpose of providing the services and other items necessary and appropriate for the establishment, operation and maintenance of a self-funded program for workers' compensation claims against the Districts, and to provide a forum for discussion, study, development and implementation of recommendations of mutual interest regarding self-insurance for workers' compensation.

4. POWERS OF THE AUTHORITY.

The Authority shall have the power and authority to exercise any power common to the Members that are parties hereto, and to take all

FRESNO COUNTY SELF INSURANCE GROUP
c/o Kingsburg Jt Union School Dist (Elem)
1310 Stroud Avenue
Kingsburg, CA 93631

2017/18
WORKERS' COMPENSATION
INSTALLMENT INVOICE

July 01, 2017

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

2017/18 WORKERS' COMPENSATION DEPOSIT PREMIUM

EST. PAYROLL	X	RATE/$100	=	ANNUAL DEPOSIT PREMIUM
$ 2,489,331		$2.33		$ 58,001
1ST Installment due Oct. 2, 2017 Penalties incurred if not received by due date				$ 23,200
2nd Installment due Jan. 2, 2018 Penalties incurred if not received by due date				$ 23,200
3rd Installment due April 2, 2018 Penalties incurred if not received by due date				$ 11,601

Note: **PLEASE PAY THIS AMOUNT *SEPARATE* FROM THE 16/17 FINAL AUDIT PAYMENT.**

If you have any questions concerning this billing, please contact Tucker-Alexander Insurance Associates, phone (559) 819-1024 (Donna).

Please detach and return with payment. Thank you.

2017/18 DEPOSIT PREMIUM FOR FRESNO COUNTY SELF INSURANCE GROUP

To: FCSIG
c/o Kingsburg Jt Union School District (Elementary)
Carol Bray
1310 Stroud Avenue
Kingsburg, CA 93631

Circle Installment Being Paid

1st 2nd 3rd

_____ Paid Herewith $ _____

Signed _____

District _____

Address _____

Contact Person _____

WCESD BOARD OF TRUSTEES ITEM NO. VI.A.5

DATE: September 12, 2017

SUBJECT TITLE: Consideration of Approval of the Growth Project Amendment #1 to Agreement between Washington Colony and Mangini Associates Inc. Architects for DSA Resubmittal

Action √ Discussion _____ Information _____

RECOMMENDATION:

Consideration of Approval of the Growth Project Amendment #1 to Agreement between Washington Colony and Mangini Associates Inc. Architects for DSA Resubmittal

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).

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. 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 has also discussed the Project Plan extensions already given by Department of State Architects (DSA).

CONSIDERATION:

Due to the expiration of the DSA stamp approval the architect shall assist the district in a re-submittal to DSA for re-approval. This amendment shall also reference the existing " Agreement between Washington Colony and the Architect" dated July 9, 2012. For the Architect's efforts in modifying the original plans and specs to meet current code requirements and re-submittal for DSA approval, Washington Colony shall compensate the Architect a stipulated sum of $35,500.00. After such agency approvals the Initial Basic Services Compensation will be adjusted per original agreement 11.1.3 Adjustments to Basic Services Compensation.

FINANCIAL IMPACT: $35,500.00 **FUNDING SOURCE:** General Fund (0100)

Moved by _____ Second _____

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

MANGINI | ARCHITECTURE INGENUITY
McLAIN BARENG MORRELLI

MANGINI ASSOCIATES INC.
4320 West Mineral King Avenue
Visalia, California 93291

www.mangini.us
(559) 627-0530 *Office*
(559) 627-1926 *Fax*

TRANSMITTAL 76

TO: Washington Colony Elementary School District
Jesus Cruz
130 E. Lincoln Avenue
Fresno CA 93706
United States

DATE: 8/31/2017
PROJECT NO: 1242
VIA: Hand

PROJECT: Growth Project
Washington Colony Elementary School District
File#10-145; Appl. # 02-112928

RE: Amendment #1 to Agreement

INFORMATION ATTACHED

REMARKS: For your review and approval. Please sign and return one original to our office for our records.

Julie Revels, Business Manager
MANGINI ASSOCIATES INC.

MANGINI | ARCHITECTURE INGENUITY
McLAIN BARENG MORRELLI

MANGINI ASSOCIATES INC.
4320 West Mineral King Avenue
Visalia, California 93291

www.mangini.us
(559) 627-0530 *Office*
(559) 627-1926 *Fax*

Architect's Project No.: 1242

AMENDMENT #1 TO AGREEMENT BETWEEN OWNER AND ARCHITECT FOR DSA RESUBMITTAL

CLASSROOMS ADDITION FOR WASHINGTON COLONY ELEMENTARY SCHOOL

AGREEMENT made as of August 30, 2017,

BETWEEN the **Owner** (hereafter referred to as Owner):

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

and the **Architect** (hereafter referred to as Architect):

MANGINI ASSOCIATES INC.
4320 W. Mineral King Avenue
Visalia, CA 93291

For the following **Project:**

CLASSROOMS ADDITION FOR WASHINGTON COLONY ELEMENTARY SCHOOL
130 E. Lincoln Avenue
Fresno, CA 93706

Is amended as follows:

Due to the expiration of the DSA stamp approval the architect shall assist the district in a re-submittal to DSA for re-approval. This amendment shall also reference the existing "Agreement between Owner and Architect" dated July 9, 2012. For the Architect's efforts in modifying the original plans and specs to meet current code requirements and re-submittal for DSA approval, the Owner shall compensate the Architect a stipulated sum of **$35,500.00.** After such agency approvals the Initial Basic Services Compensation will be adjusted per original agreement 11.1.3 Adjustments to Basic Services Compensation.

IN WITNESS WHEREOF, the parties have executed this Amendment as of August 8, 2017.

OWNER
WASHINGTON COLONY ELEMENTARY SCHOOL DISTRICT

By: _____
Jesus Cruz, Superintendent/Principal

ARCHITECT
MANGINI ASSOCIATES INC.

By: _____
Christopher D. McLain, President, C29566

WCESD BOARD OF TRUSTEES ITEM NO. VI.A.6

DATE: September 12, 2017

SUBJECT TITLE: Consideration of Cancellation of Distribution Service and Extension Agreement, signed December 2nd, 2013 with Pacific Gas and Electric Company

Action ___√___ Discussion _____ Information _____

RECOMMENDATION:

Approve the Cancellation of Distribution Service and Extension Agreement, signed December 2nd, 2013 with Pacific Gas and Electric Company.

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).

According to PG&E an application to replace the service on the S/E corner of the property was submitted in 2012. The jobs to remove the existing service, and replace with a new, larger service to feed the existing 100 HP pump, add a fire pump, and sports field lighting.
Therefore, the district has already paid PG&E $26,275.64. If the district chooses to cancel the project, PG&E will keep the engineering deposit amount to cover its expenses ($5000) and refund the balance. If the district plans to proceed, PG&E will have to re-run the contract to update the costs and credit monies already paid toward the new contract.

CONSIDERATION:

The Superintendent has been in contact with PG&E and has asked to re-run the contract in order to update the cost and credit the monies already paid. In addition, FCOE Legal Counsel has reviewed the old PG&E Contract, cancelation documents for the old contract and the new proposed PG&E contract with the scope of electrical work. It is recommended to cancel the old contract and to consider approval of the new PG&E contract with the new cost associated. Consideration of Cancellation of Distribution Service and Extension Agreement, signed December 2nd, 2013 with PG& E company. The attached information follows for your review.

FINANCIAL IMPACT: $00.00 **FUNDING SOURCE:** General Fund (0100)

Moved by _____ Second _____

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

Pacific Gas and Electric Company
CANCELLATION OF CONTRACT[1]

COPIES:
☐ CUSTOMER
☐ DIVISION
☐ ACCT.DEPT.
☐ OTHER

REFERENCE: 30987321, R3HD

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, and

WASHINGTON COLONY SCHOOL DISTRICT, A GOV'T AGENCY

do hereby mutually agree to cancel and do hereby cancel that certain contract entered into between them under date of DECEMBER 2, 2013, relating to ELECTRIC SERVICE, located at 130 E LINCOLN AVE, FRESNO, FRESNO, CALIF.,

which cancellation shall be deemed effective as of JUNE 16, 2017,

Executed this ____ day of _____, 20__,

_____
Customer

By _____

Its _____

And By _____

Its _____

PACIFIC GAS AND ELECTRIC COMPANY

By _____

For FRESNO DIV.

Mail Address: 130 E LINCOLN AVE, FRESNO CA 93706

[1] Automated Document, Preliminary Statement, Part A.

62-4778 (Rev.2/90)
Marketing Services
Advice 1572G/1279E
Approve: February 20, 1990

Pacific Gas and Electric Company®

Customer Fund Management
P.O. Box 997340
Sacramento CA.
95899-7340

CONTRACT ONLY

NOV 21 2013 RECEIVED

DEC 03 2013

CFM W. SAC

November 13, 2013

Craig Bowden
Washington Colony School District
130 E Lincoln Ave
Fresno, CA 93706

Project Location: 130 E Lincoln Ave Pmp Meter# 100386, Fresno, 93706
Notification Number: 106581476
Contract Number: 1158520
PM Order Number(s): 30987321-(Elec)

Dear Sir or Madam:

After further review of the contract package for this project, the following items are not completed.

☒ **Please check the 10-year or Non-Refundable 50% Discount option (Refund/Discount Option Selection Box – Electric) and sign where indicated.**

☒ **Please check the Applicant's Election Not to Provide Costs and sign where indicated.**

☐ No payment received. Balance due: $

Please fax or return the signature page to the address below.

If you have any questions, please call the CFM Help Line at (800) 422-0436.

Sincerely,

Customer Fund Management
PO Box 997340
Sacramento, CA 95899-7340

FAX# (916) 375-5086

DMPi

106581476E

Pacific Gas and Electric Company®

☐ Applicant (copy)
☐ Division (copy)
☐ CFM (Original)
☐ T&CS

Notification # 106581
Contract # 1158
E-PM # 30987
G-PM #
Prior MLX E/G 1960
Customer # 1004

DISTRIBUTION SERVICE AND EXTENSION AGREEMENT DECLARATIONS

Submitted to Applicant by:
ROBERT J. HOWARD

Date of issuance: July 15, 2013

1. **WASHINGTON COLONY SCHOOL DISTRICT, A Government Agency (Applicant), has requested PACIFIC GAS & ELECTRIC COMPANY, a California corporation (PG&E), to deliver Electric energy to the property situated at 130 E LINCOLN AVE PMP METER# 100386, FRESNO, 93706 and shown on the attached drawings.**

2. **Applicable Documents.** The cost summary for the facilities to be installed is attached hereto as Exhibit A. These facilities shall be installed in accordance with the applicable rules on file with the California Public Utilities Commission (which may include Gas and Electric Rules 2, 13, 15, 16, and 20), as well as the requirements set forth in the Provisions and the General Terms and Conditions for Gas and Electric Service by Applicant.

3. **Construction Options.** The responsibility for providing line extension work is divided between PG&E and the Applicant. However, Applicant may choose to have a qualified contractor perform some of the work that is PG&E's responsibility, and may choose to have PG&E perform some or all of the work that is the Applicant's responsibility. PG&E will reimburse or collect money based on its estimate of the costs, subject to the applicable rules. Based on Applicant's request, the contract costs are based on the following construction options:

PG&E Responsibility[1]		To Be Performed By	
		PG&E	Applicant
Gas	Main Trench	☐	☐
	Main Pipe Installation	☐	☐
	Service Pipe Installation	☐	☐
Electric	Distribution Wire and Equipment Installation	☐	☐
	Service Wire Installation	☒	☐

Applicant Responsibility[2]		To Be Performed By	
		PG&E	Applicant
Gas	Service Trench	☐	☐
Electric	Distribution Trench	☐	☐
	Service Trench	☐	☒
	Distribution Substructure Installation	☐	☐
	Service Substructure Installation	☐	☒

1. PG&E's responsibilities per Rule 16.b.1.b and Rule 16.D.2
2. Applicant's responsibilities per Rule 16.b.1.a and Rule 16.D.1

4. ☐ N/A

Refund/Discount Option Selection

Applicant, in accordance with PG&E's extension rules, must select **one** of the following options for each commodity you are requesting service (gas and/or electric). Once the selection has been made, it cannot be changed.

Gas	Electric
☐ 10-Year Subject to Refund Option - or ☐ Non-Refundable 50% Discount Option	☐ 10-Year Subject to Refund Option - or ☒ Non-Refundable 50% Discount Option

ACCEPTED:

APPLICANT: WASHINGTON COLONY SCHOOL DISTRICT, A Government Agency

By: Craig Bowden, Superintendent
(Authorized Signature)

Craig Bowden JEFF DRONYCK
(Type or Print Name)

TITLE: Superintendent

DATE: 12/2/2013

MAILING ADDRESS: 130 E LINCOLN AVE
FRESNO , CA 93706

RECEIVED
DEC 03 2013
CFM W. SAC

PACIFIC GAS AND ELECTRIC COMPANY:

By: Nikol MacPherson
(Authorized Signature)

Nikol MacPherson
(Type or Print Name)

TITLE: Service Planning Supervisor

DIVISION: Fresno

DATE:

Dear JEFF DRONYCK,

In response to your application for service, enclosed is the new CPUC-required form, "Statement of Applicant's Contract Anticipated Costs," (SACAC) which identifies PG&E's cost for the refundable work that is PG&E's responsibility to install as part your job. However, this is work that you can elect to provide under the competitive bidding provisions of Gas/Electric Rules 15 and 16. You can perform this work yourself, hire a contractor, or hire PG&E to do this work. Regardless of whom you choose to do the work, you must complete and return this form.

- If you elect to perform this work or have a contractor do it, please enter your costs in the section of the form entitled "Applicant Costs."
- If you elect to perform this work yourself or have a contractor do it and choose not to provide your costs, please so indicate in the section entitled "Applicant's Election Not To Provide Costs," date, sign and return the form.
- If you want PG&E to perform the work, check the section "Applicant's Election Not To Provide Costs," date, sign and return the form.

PG&E's costs are valid for 90 days from 07/19/2013

PG&E cannot proceed with any work on your application until you sign and return the SACAC form.

Please return this document with any other contract documents regarding this job to:

PG&E CFM/PPC DEPARTMENT
PO BOX 997340
Sacramento, CA 95899-7340

If you have any questions regarding this form please contact your project manager or our contract help line at 1-800-422-0436.

106581478E

STATEMENT OF APPLICANT'S CONTRACT ANTICIPATED COSTS.*

Project Name: WASHINGTON COLONY PUMP

Project Location: 130 E LINCOLN AVE PMP METER# 100386, FRESNO, 93706

Notification Number: 106581476

PM Number(s): (Gas) (Electric) 30987321

APPLICANT COSTS

The following statement must only include the contracted anticipated installed costs of facilities installed by the Applicant that are refundable and that are PG&E's responsibility under its tariffs.

The costs provided by the Applicant must be taken from the Applicant's contract with its contractor. If the Applicant will be performing the work itself, the Applicant must also complete and sign this form.

The Applicant's statement of costs will be compared with PG&E's estimated installed costs of the same facilities, the lower of which will be used to determine the amount subject to allowances and refunds in accordance with the provisions of PG&E's Gas and Electric Rules 15 and 16.

If the Applicant chooses not to provide its costs, it must complete the last section of this form. Until the Applicant either provides the refundable cost from its contract with its contractor (or its own cost, if applicable), or returns this form indicating that it will not do so, PG&E will not proceed with any work on the Applicant's project.

GAS	ELECTRIC
Residential Service Facilities:	**Residential Service Facilities:**
Applicant: $ _____	**Applicant:** $ _____
PG&E: $0.00	**PG&E:** $0.00
Number of gas service: 0 **Stubs:** 0	**Number of Electric service:** 0

- Applicant's statement of costs include: overhead or underground service conductors, poles, service transformers, connection fittings, service pipe, valves, service connections, and other PG&E-owned service equipment, as detailed in Gas and Electric Rule 16.
- Applicant's statement of costs DOES NOT include: inspection fees, nonresidential service costs, regulators, or PG&E-owned metering equipment.

106581476E

Form 79-10C
Tariffs and Compliance
Advice 2458-G-C/2379-
Decision 03-03-03
Effective July 1, 20

GAS	ELECTRIC
Gas Distribution Facilities and Non-Residential Service Services:	**Electric Distribution Facilities and Non-Residential Service Services:**
Applicant: $ _____	**Applicant: $** _____
PG&E: **$0.00**	**PG&E:** **$19,677.02**

GAS DISTRIBUTION TRENCH

Applicant: $ _____

PG&E: **$0.00**

- Applicant's statement of costs include: cables, switches, transformers, distribution main; valves, regulators, nonresidential service costs, and other distribution facilities required to complete the distribution line extension, as detailed in Gas and Electric Rule 15 as PG&E's responsibility.
- Applicant's statement of costs DOES NOT include: inspection fees, tie-in of system by PG&E, distribution substructures, electric trench, conduits, feeder conduits, or protective structures, as detailed in Gas and Electric Rule 15.

I declare under penalty of perjury that the foregoing is true and correct.

☒ **APPLICANT'S ELECTION NOT TO PROVIDE COSTS:** (If this option selected, box must be checked)

I choose not to provide to the utility my refundable costs for this project as taken from my contract with my contractor, or as performed by myself, and acknowledge that PG&E will use its estimate of the refundable costs for this project in the contract between it and me.

Executed on 12/2/2013 (Date) at **FRESNO, CA** (City)

By:

Print Applicant Name: **JEFF DRONYCK** Craig Bowden

Signed: Craig Bowden

Title: Superintendent

Form 79-10(
Tariffs and Compliance
Advice 2458-G-C/2379-
Decision 03-03-0
Effective: July 1, 20

Pacific Gas and Electric Company®

Customer Fund Management
P.O. Box 997340
Sacramento CA.
95899-7340

November 13, 2013

Craig Bowden
Washington Colony School District
130 E Lincoln Ave
Fresno, CA 93706

Project Location: 130 E Lincoln Ave Pmp Meter# 100386, Fresno, 93706
Notification Number: 106581476
Contract Number: 1158520
PM Order Number(s): 30987321-(Elec)

Dear Sir or Madam:

After further review of the contract package for this project, the following items are not completed.

☒ **Please check the 10-year or Non-Refundable 50% Discount option (Refund/Discount Option Selection Box – Electric) and sign where indicated.**

☒ **Please check the Applicant's Election Not to Provide Costs and sign where indicated.**

☐ No payment received. Balance due: $

Please fax or return the signature page to the address below.

If you have any questions, please call the CFM Help Line at (800) 422-0436.

Sincerely,

Customer Fund Management
PO Box 997340
Sacramento, CA 95899-7340

FAX# (916) 375-5086

CONTRACT ONLY

DMPi

106581476E

July 19, 2013

RECEIVED
NOV 13 2013
CFM W. SAC

JEFF DRONYCK
WASHINGTON COLONY SCHOOL DISTRICT
130 E LINCOLN AVE
FRESNO , CA 93706

RE: Contract ID: 1158520: WASHINGTON COLONY PUMP

Dear JEFF DRONYCK , Craig Bowden

Enclosed are gas and/or electric agreements for your project located at:

130 E LINCOLN AVE PMP METER# 100386, FRESNO, 93706

This letter summarizes the agreements for this project.

	Non-Refundable Payment	Refundable Option*	50% Discount Option*
Electric Distribution and Service Extension	$2,104.78	$48,341.72	$24,170.86
Less Credit (Engineering Advance, etc.)	$5,000.00	$0.00	$0.00
TOTAL **	-$2,895.22	$48,341.72	$24,170.86
TOTAL PAYMENT DUE	**$45,446.50**	**OR**	**$21,275.64**

*** Only applies to Rule 15 Refundable Amounts. Amount shown is less credit for associated Applicant work.**
**** The Income Tax Component of Contribution (ITCC) is included in the above charges when applicable.**

Please sign both copies of the agreement and return one copy of the agreement to the address below along with your payment and retain one copy for your records. If the agreement is not returned to PG&E within 90 days of the date of this letter, the proposed agreement is canceled and PG&E may need to re-estimate the job.

Changes to the agreement, either to any of the terms or to the amount owing, are not permitted, and any change or interlineations voids the agreement. The payment of any amount less than the full amount shown will be deposited by PG&E, but PG&E will not begin any work on this contract until the amount is paid in full. The contract shall be deemed effective the date a fully executed copy is received by PG&E. Please allow 180 days from PG&E's receipt of the Agreement for construction to commence.

PG&E is committed to providing timely and efficient service and we look forward to continuing to work with you on this and future projects.

Should you have any questions regarding these contracts, please contact your project manager Robert J. Howard at 263-7543 or R3HD@pge.com.

Please send the executed Agreements and payment to:

PG&E CFM/PPC DEPARTMENT
PO BOX 997340
Sacramento, CA 95899-7340

Sincerely,

Nikol MacPherson

Nikol MacPherson
Service Planning Supervisor

106581476E

Ref: Contract ID: 1158520: 130 E LINCOLN AVE PMP METER# 100386, FRESNO, 93706

Dear JEFF DRONYCK,

In response to your application for service, enclosed is the new CPUC-required form, "Statement of Applicant's Contract Anticipated Costs," (SACAC) which identifies PG&E's cost for the refundable work that is PG&E's responsibility to install as part your job. However, this is work that you can elect to provide under the competitive bidding provisions of Gas/Electric Rules 15 and 16. You can perform this work yourself, hire a contractor, or hire PG&E to do this work. Regardless of whom you choose to do the work, you must complete and return this form.

- If you elect to perform this work or have a contractor do it, please enter your costs in the section of the form entitled "Applicant Costs."
- If you elect to perform this work yourself or have a contractor do it and choose not to provide your costs, please so indicate in the section entitled "Applicant's Election Not To Provide Costs," date, sign and return the form.
- If you want PG&E to perform the work, check the section "Applicant's Election Not To Provide Costs," date, sign and return the form.

PG&E's costs are valid for 90 days from 07/19/2013

PG&E cannot proceed with any work on your application until you sign and return the SACAC form.

Please return this document with any other contract documents regarding this job to:

PG&E CFM/PPC DEPARTMENT
PO BOX 997340
Sacramento, CA 95899-7340

If you have any questions regarding this form please contact your project manager or our contract help line at 1-800-422-0436.

106581476E

STATEMENT OF APPLICANT'S CONTRACT ANTICIPATED COSTS.*

Project Name: WASHINGTON COLONY PUMP

Project Location: 130 E LINCOLN AVE PMP METER# 100386, FRESNO, 93706

Notification Number: 106581476

PM Number(s): (Gas) (Electric) 30987321

APPLICANT COSTS

The following statement must only include the contracted anticipated installed costs of facilities installed by the Applicant that are refundable and that are PG&E's responsibility under its tariffs.

The costs provided by the Applicant must be taken from the Applicant's contract with its contractor. If the Applicant will be performing the work itself, the Applicant must also complete and sign this form.

The Applicant's statement of costs will be compared with PG&E's estimated installed costs of the same facilities, the lower of which will be used to determine the amount subject to allowances and refunds in accordance with the provisions of PG&E's Gas and Electric Rules 15 and 16.

If the Applicant chooses not to provide its costs, it must complete the last section of this form. Until the Applicant either provides the refundable cost from its contract with its contractor (or its own cost, if applicable), or returns this form indicating that it will not do so, PG&E will not proceed with any work on the Applicant's project.

GAS	ELECTRIC
Residential Service Facilities:	**Residential Service Facilities:**
Applicant: $_____	**Applicant:** $_____
PG&E: $0.00	**PG&E:** $0.00
Number of gas service: 0 **Stubs:** 0	**Number of Electric service:** 0

- Applicant's statement of costs include: overhead or underground service conductors, poles, service transformers, connection fittings, service pipe, valves, service connections, and other PG&E-owned service equipment, as detailed in Gas and Electric Rule 16.
- Applicant's statement of costs DOES NOT include: inspection fees, nonresidential service costs, regulators, or PG&E-owned metering equipment.

106581476E

* Automated document, Preliminary Statement, Part A

Form 79-1003
Tariffs and Compliance
Advice 2458-G-C/2379-E
Decision 03-03-032
Effective: July 1, 2004

GAS	ELECTRIC
Gas Distribution Facilities and Non-Residential Service Services:	**Electric Distribution Facilities and Non-Residential Service Services:**
Applicant: $ _____	**Applicant: $** _____
PG&E: $0.00	**PG&E: $19,677.02**

GAS DISTRIBUTION TRENCH

Applicant: $ _____

PG&E: $0.00

- Applicant's statement of costs include: cables, switches, transformers, distribution main, valves, regulators, nonresidential service costs, and other distribution facilities required to complete the distribution line extension, as detailed in Gas and Electric Rule 15 as PG&E's responsibility.
- Applicant's statement of costs DOES NOT include: inspection fees, tie-in of system by PG&E, distribution substructures, electric trench, conduits, feeder conduits, or protective structures, as detailed in Gas and Electric Rule 15.

I declare under penalty of perjury that the foregoing is true and correct.

☐ **APPLICANT'S ELECTION NOT TO PROVIDE COSTS:** (if this option selected, box must be checked)

I choose not to provide to the utility my refundable costs for this project as taken from my contract with my contractor, or as performed by myself, and acknowledge that PG&E will use its estimate of the refundable costs for this project in the contract between it and me.

Executed on _____ (Date) at **FRESNO, CA** (City)

By:

Print Applicant Name: **JEFF DRONYCK**

Signed: _____

Title: _____

106581476E

Form 79-1003
Tariffs and Compliance
Advice 2458-G-C/2379-E
Decision 03-03-032
Effective: July 1, 2004

Pacific Gas and Electric Company®

DISTRIBUTION:
- ☐ Applicant (copy)
- ☐ Division (copy)
- ☐ CFM (Original)
- ☐ T&CS

REFERENCES:
Notification # 106581476
Contract # 1158520
E-PM # 30987321
G-PM #
Prior MLX E/G 1960
Customer # 1004299

DISTRIBUTION SERVICE AND EXTENSION AGREEMENT DECLARATIONS [1]

Submitted to Applicant by:
ROBERT J. HOWARD

Date of issuance: July 15, 2013

1. **WASHINGTON COLONY SCHOOL DISTRICT, A Government Agency (Applicant), has requested PACIFIC GAS & ELECTRIC COMPANY, a California corporation (PG&E), to deliver Electric energy to the property situated at 130 E LINCOLN AVE PMP METER# 100386, FRESNO, 93706 and shown on the attached drawings.**

2. **Applicable Documents.** The cost summary for the facilities to be installed is attached hereto as Exhibit A. These facilities shall be installed in accordance with the applicable rules on file with the California Public Utilities Commission (which may include Gas and Electric Rules 2, 13, 15, 16, and 20), as well as the requirements set forth in the Provisions and the General Terms and Conditions for Gas and Electric Service by Applicant.

3. **Construction Options.** The responsibility for providing line extension work is divided between PG&E and the Applicant. However, Applicant may choose to have a qualified contractor perform some of the work that is PG&E's responsibility, and may choose to have PG&E perform some or all of the work that is the Applicant's responsibility. PG&E will reimburse or collect money based on its estimate of the costs, subject to the applicable rules. Based on Applicant's request, the contract costs are based on the following construction options:

PG&E Responsibility[1]		To Be Performed By	
		PG&E	Applicant
Gas	Main Trench	☐	☐
	Main Pipe Installation	☐	☐
	Service Pipe Installation	☐	☐
Electric	Distribution Wire and Equipment Installation	☐	☐
	Service Wire Installation	☒	☐

Applicant Responsibility[2]		To Be Performed By	
		PG&E	Applicant
Gas	Service Trench	☐	☐
Electric	Distribution Trench	☐	☐
	Service Trench	☐	☒
	Distribution Substructure Installation	☐	☐
	Service Substructure Installation	☐	☒

1. PG&E's responsibilities per Rule 15.b.1.b and Rule 16.D.2
2. Applicant's responsibilities per Rule 15.b.1.a and Rule 16.D.1

106581476E

4. ☐ N/A

Refund/Discount Option Selection

Applicant, in accordance with PG&E's extension rules, must select **one** of the following options for each commodity you are requesting service (gas and/or electric). Once the selection has been made, it cannot be changed.

Gas	Electric
☐ 10-Year Subject to Refund Option	☐ 10-Year Subject to Refund Option
- or	- or
☐ Non-Refundable 50% Discount Option	☐ Non-Refundable 50% Discount Option

ACCEPTED:

APPLICANT: WASHINGTON COLONY SCHOOL DISTRICT, A Government Agency

RECEIVED
NOV 13 2013
CFM W. SAC

By:	
(Authorized Signature)	
JEFF DRONYCK	
(Type or Print Name)	
TITLE:	
DATE:	
MAILING ADDRESS:	**130 E LINCOLN AVE** **FRESNO , CA 93706**

PACIFIC GAS AND ELECTRIC COMPANY:

By:	Nikol MacPherson
(Authorized Signature)	
Nikol MacPherson	
(Type or Print Name)	
TITLE:	**Service Planning Supervisor**
DIVISION:	**Fresno**
DATE:	

106581476E

Pacific Gas and Electric Company
DISTRIBUTION AND SERVICE EXTENSION AGREEMENT
EXHIBIT A - COST SUMMARY

REFERENCES:

Notification #	106581476
Contract #	1158520
E-PM #	30987321
G-PM #	

Applicant: **WASHINGTON COLONY SCHOOL DISTRICT, A Government Agency**

Project Location/Name: **130 E LINCOLN AVE PMP METER# 100386, FRESNO, 93706**

SUMMARY OF PAYMENTS

The total cash payment you need to make depends upon your selection of the 10 Year Refundable Advance Option or the Non-Refundable Discount Option for your gas and/or electric extension under Rule 15. Since you may elect one option for the gas extension and a different option for the electric extension, several different cash payments are available. Each payment option is summarized below. These payments include all billing under this Agreement including payments subject to refund, and non-refundable payments. To determine what is refundable or non-refundable, or to see full detailed billing information, please see the attached cost summaries. Even if you have no payment due for your gas and/or electric extension (Rule 15), you must still elect the 10 Year Refundable or Non-Refundable Discount Option for each extension on the second page of the Declarations.

10 Year Refundable Advance Option - Gas & Electric (1)	**$50,446.50**	(2)
-- OR		
Non-Refundable Discount Option - Gas & Electric (1)	**$26,275.64**	(3)
-- OR		
10 Year Refundable Advance Option - Gas / Non-Refundable Discount Option - Electric (1)	**$26,275.64**	(2)
-- OR		
10 Year Refundable Advance Option - Electric / Non-Refundable Discount Option - Gas (1)	**$50,446.50**	(2)

(1) Amounts shown do not include reimbursements for facilities that are normally the responsibility of PG&E per our tariffs. See the Reimbursement Summary for a total of all Reimbursements to be paid upon acceptance of facilities.

(2) The payment amount shown on this line includes both refundable payments under Rule 15 for the gas and/or electric extension, plus other non-refundable payments. The total payment is not subject to refund. Please see the attached detailed Cost Summaries to determine the portion of this payment that may be subject to refund.

(3) The payment amount shown on this line includes only non-refundable payments under Rule 15 for the gas and/or electric extension, plus other non-refundable payments. None of the payment shown is subject to refund.

106581476E

62-4527 (Rev 1/91)
Service Planning
Advice No. 1633-G/1342-E
Effective 4/02/91
Automated document, Preliminary Statement, Part A

Pacific Gas and Electric Company
DISTRIBUTION AND SERVICE EXTENSION AGREEMENT
EXHIBIT A - COST SUMMARY *

REFERENCES:
Notification # 106581476
Contract # 1158520
PM # 30987321
MLX #

Applicant WASHINGTON COLONY SCHOOL DISTRICT, A Government Agency
Project Location/Nam 130 E LINCOLN AVE PMP METER# 100386, FRESNO, 93706

ELECTRIC DISTRIBUTION LINE AND SERVICE EXTENSION COST SUMMARY

Cost of Ownership charges as described in the rules and in the Unsupported Extension Cost section of the Provisions o Agreemer **Apply**

Total number of residential lots/units for this project:
Total number of non-residential lots/units for this project: 1

Calculations to determine excess residential service allowance to be applied to distribution line refundable amount on a per lot/unit basis:

Cost of Services:[5]

Engineering & Administrative Costs				$0.00
Value of Applicant Design Work			(+)	$0.00
Service Tie-In Cost (Energized) by PG&E			(+)	$0.00
Electric Metering			(+)	$0.00
Others (N/A)			(+)	$0.00
Inspection Fees			(+)	$0.00[4]
Service Cost - PG&E installed	# Services	0	(+)	$0.00
Service Cost - Applicant installed	# Services	0	(+)	$0.00[5]
Total Estimated Cost of Service Subject to Allowance			(=)	$0.00

Cost of Service Within Allowance:

less Total Residential Service Allowance				
$1,918.00	x	0	(-)	$0.00[1]
Excess Service Cost			(=)	$0.00
Estimated Service Cost Within Allowance (Total less Excess)			(=)	$0.00

Average Cost per Lot or Unit Within Allowance

$0.00	/	0	= $0.00

Excess Service Allowance Applied to Distribution Line Extension Refundable Amount per Lot or Unit:

$1,918.00	-	$0.00	=	$0.00**
Allowance		Ave. Cost / Unit		

106581476E

* Automated document, Preliminary Statement, Part A

Form 79-1004
Tariffs and Compliance
Advice 2552-G-B/2517-E-B
Decision 04-05-055
Effective: July 26, 2004

Allowances

Residential:

$1,918.00 (Allowance)	x	0 (Lots / Units)	(=)		$0.00
plus ITCC @ 22%		Residential Allowances		(+)	$0.00
SUB TOTAL Residential Allowance				(=)	$0.00
Non-Residential: $0.00 (Net Annual Revenue)	/	0.1680 (Cost-of-Service-Factor)	(=)		$0.00
plus ITCC @ 22%		Non-Residential Allowances		(+)	$0.00
SUB TOTAL Non-Residential Allowances				(=)	$0.00
less Residential Service Allowance:					
(0 (Lots/Units)	x	$0.00 (Ave. Cost / Unit)) +	22% (ITCC)	=	$0.00

Total Distribution Line Extension Allowance $0.00

Amount Subject to Refund

Engineering & Administrative Costs		$9,330.11	
Value of Applicant Design Work	(+)	$0.00	
Tie-In of Distribution Line Extension by PG&E	(+)	$8,823.36	
Electric Metering (Non-Residential Projects)	(+)	$1,793.87	
Other Taxable Charges: N/A	(+)	$0.00	
PG&E installed - Cost of Distribution Line and Non-Res Svcs.	(+)	$19,677.02	
Applicant installed - Cost of Distribution Line and Non-Res Svcs.	(+)	$0.00 (5)	
Value of Distribution Substructures	(+)	$0.00	
Inspection Fees	(+)	$0.00 (4)	
SUB TOTAL	(=)	$39,624.36	
plus ITCC @ 22%	(+)	$8,717.36	
Total Refundable Amount	(=)	$48,341.72	
Less Total Allowances (not to exceed Total Refundable Amount)	(-)	$0.00	
Balance: Net Refundable Amount	(=)	$48,341.72	

10 Year Refundable Advance Option

Balance: Net Refundable Amount		$48,341.72		
Less Credit for Value of Applicant Design Work	(-)	$0.00		
Less Cost of Dist. Line Ext. and Non-Res Svcs. installed by Applicant	(-)	$0.00 (5)		
Less Distribution Substructures by Applicant	(-)	$0.00		
Net 10 Year Refundable Advance Option Payment			(=)	$48,341.72 (2)

Non-Refundable Discount Option

Balance: Net Refundable Amount		$48,341.72		
less Discount $48,341.72 (Balance) x 0.50 (Discount Rate) =	(-)	$24,170.86		
Less Credit for Value of Applicant Design Work	(-)	$0.00		
Less Cost of Dist. Line Ext. and Non-Res Svcs. installed by Applicant	(-)	$0.00 (5)		
Less Distribution Substructures by Applicant	(-)	$0.00		
Net Non-Refundable Discount Option Payment			(=)	$24,170.86 (2)

Non-Refundable Payments

Rule 16 Non-Refundable Payments

Excess Service Costs		$0.00	
Service Costs Beyond Preferred Service Location	(+)	$0.00	
Service Riser	(+)	$664.61	
Value of Rule 16 Land Rights Costs	(+)	$0.00	
Value of Service Trench, Conduits & Substructures in the Franchise Area or on 3rd Party Property	(+)	$2,283.86	
Inspection Fees	(+)	$275.83	
Rule 16 Trench Permits Obtained by PG&E	(+)	$250.00	
Other Taxable Charges: N/A	(+)	$0.00	
Cost of Additional Rule 16 Applicant Design Plan Checks	(+)	$0.00	
SUB TOTAL	(=)	$3,474.29	
Plus ITCC @ 22%	(+)	$764.34	
Other Non-taxable Charges: N/A	(+)	$0.00	
D.04-05-055 Line Extension Costs - Residential	(+)	$0.00	
D.04-05-055 Line Extension Costs - Non-Residential	(+)	$150.00	
Inspection Fees (not subject to ITCC)	(+)	$0.00	
Plus Service Trench, Conduits, & Substructures installed by PG&E on Private Property	(+)	$0.00	
Less Excess Service Facilities Installed by Applicant	(-)	$0.00	
Less Service Costs Beyond Preferred Location by Applicant	(-)	$0.00	
Less Service Riser Installed by Applicant	(-)	$0.00	
Less Service Trench, Conduits, & Substructures in the Franchise Area & 3rd Party Property installed by Applicant	(-)	$2,283.86	
Less Rule 16 Applicant Design Work Associated with Excess	(-)	$0.00	
Total Rule 16 Non-Refundable Payment		(=)	$2,104.78

Rule 15 Non-Refundable Payments

Inspection Fees		$0.00	
Re-engineering / Composite Fees	(+)	$0.00	
Cost of Additional Applicant Design Plan Checks	(+)	$0.00	
Value of Distribution Conduits	(+)	$0.00	
Distribution Risers Installed by PG&E	(+)	$0.00	
Value of Distribution Trench	(+)	$0.00	
PG&E Land Rights Costs	(+)	$0.00	
Rule 15 Trench Permits Obtained by PG&E	(+)	$0.00	
N/A	(+)	$0.00	
SUB TOTAL	(=)	$0.00	
Plus ITCC @ 22%	(+)	$0.00	
Less Distribution Conduits Installed by Applicant	(-)	$0.00	
Less Distribution Trench Provided by Applicant	(-)	$0.00	
Total Non-Refundable Electric Rule 15 Payment		(=)	$0.00

Relocation / Rearrangement of PG&E Facilities

Value of Relocation/Rearrangement Facilities		$0.00
Value of Relocation/Rearrangement Conduits & Substructures	(+)	$0.00
Value of Relocation/Rearrangement Trench & Excavation	(+)	$0.00
Engineering & Administrative Costs	(+)	$0.00

Value of Relocation Applicant Design Work	(+)	$0.00		
Cost of Additional Applicant Design Plan Checks	(+)	$0.00		
Tie-In of Relocation/Rearrangement by PG&E	(+)	$0.00		
Relocation/Rearrangement Trench Permits Obtained by PG&E	(+)	$0.00		
Relocation/Rearrangement Land Rights	(+)	$0.00		
Relocation/Rearrangement Inspection Fees	(+)	$0.00		
SUB TOTAL	(=)	$0.00		
Plus ITCC @ 22%	(+)	$0.00		
Plus Relocation/Rearrangement - Non Taxable	(+)	$0.00		
Less Relocation/Rearrangement Facilities Installed by Applicant	(-)	$0.00		
Less Conduits & Substructures Installed by Applicant	(-)	$0.00		
Less Trench & Excavation Provided by Applicant	(-)	$0.00		
Less Value of Relocation Applicant Design Work	(-)	$0.00		
Less Relocation/Rearrangement Salvage	(-)	$0.00		
Total Relocation / Rearrangement of PG&E Facilities Payment			(=)	$0.00

Total Payment for Electric Distribution Line and Service Extension

Cash Payment - 10-Year Refundable Advance Option

Rule 15 Refundable Advance Payment		$48,341.72 (3)		
Rule 16 Non-Refundable Payment	(+)	$2,104.78		
Rule 15 Non-Refundable Payment	(+)	$0.00		
Relocation/Rearrangement of PG&E Facilities Payment	(+)	$0.00		
Total			(=)	$50,446.50

--OR--

Cash Payment - Non-Refundable Discount Option

Rule 15 Non-Refundable Discount Option Payment		$24,170.86 (3)		
Rule 16 Non-Refundable Payment (Not Subject to Discount)	(+)	$2,104.78		
Rule 15 Non-Refundable Payment (Not Subject to Discount)	(+)	$0.00		
Relocation/Rearrangement of PG&E Facilities Payment	(+)	$0.00		
Total			(=)	$26,275.64

Value of Electric Facility Reinforcements by PG&E: $0.00 **based upon Applicant's estimated demand of:** 0.00 **kVa**
(Reference: Payment Adjustments. Excess Facilities section of the Provisions)

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(1) Total Service Allowance not to exceed the Cost of Service
(2) 10 Year Refundable and Discount Option credit amounts will be paid upon acceptance of facilities. Credit amounts are subject to future deficiency billing in accordance with the tariff.
(3) 10 Year Refundable and Discount Option credit amounts do not offset Other Non-Refundable or Relocation Fees. See Reimbursement Summary for a total of Reimbursements and Credits to be paid upon acceptance of facilities.
(4) Inspection Fees (Only Refundable if Applicant's Actual Cost is Used. Applicant's Actual Cost + Inspection Cannot Exceed PG&E's Estimate)
(5) The lower of PG&E's estimated costs or the Applicant's Contract Anticipated Costs (as documented on Form 79-1003 "Statement of Contract Anticipated Costs") will be used to establish the cost of Service and Distribution Line Extension subject to Allowance

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** PG&E USE ONLY

Excess service allowance applied to distribution refundable amount per lot/unit

$0.00	+	$0.00	(=)	$0.00
Allowance		22% ITCC		Refund per Residential Lot/Unit

Pacific Gas and Electric Company
DISTRIBUTION AND SERVICE EXTENSION AGREEMENT
EXHIBIT A - COST SUMMARY

REFERENCES:

Notification #	106581476
Contract #	1158520
E15-PM #	30987321
E16R-PM #	30987321
E20B-PM #	
E20C-PM #	
G15-PM #	
G16R-PM #	

Applicant: **WASHINGTON COLONY SCHOOL DISTRICT, A Government Agency**
Project Location/Name: **130 E LINCOLN AVE PMP METER# 100386, FRESNO, 93706**

REIMBURSEMENT SUMMARY

Reimbursements are provided for facilities that are installed by the Applicant which are normally the responsibility of PG&E per our tariffs. Reimbursements will be made after the facilities are accepted by PG&E, operational and ready to supply service. Reimbursable payments made for services will be reimbursed at the average rate shown as each service is connected. All reimbursements will be based upon PG&E's estimated costs.

Electric Rule 15

10 Year Refundable Advance Credit Amount			$0.00 (1)	
			- or -	
Non-Refundable Discount Option Credit Amount			$0.00 (1)	
Joint Pole Credits		(+)	$0.00	
PG&E Betterments		(+)	$0.00	
SUB TOTAL:	w/ 10 Year Refundable Advance Credit Amount		(=)	$0.00
				- or -
	w/ Non-Refundable Discount Credit Amount		(=)	$0.00

Electric Rule 16

Joint Pole Credits		$0.00	
Applicant Design Work within the Allowance	(+)	$0.00	
SUB TOTAL:		(=)	$0.00

Reimbursements per Service Completion - Electric

Energized System	$0.00 /service (2)	
Non-energized System	$0.00 /service (2)	

Electric Rule 20B

Joint Pole Credits		$0.00	
Rule 20B Payment Credit	(+)	$0.00	
SUB TOTAL:		(=)	$0.00

Electric Rule 20C

Joint Pole Credits		$0.00	
Rule 20C Payment Credit	(+)	$0.00	
SUB TOTAL:		(=)	$0.00

Streetlights

LS-1

Standard Luminaries		$0.00	
Standard Poles & Arms	(+)	$0.00	
Protective Tubes	(+)	$0.00	
Internal Wiring	(+)	$0.00	
Overhead Conductor	(+)	$0.00	
Underground Conductor	(+)	$0.00	
Connections	(+)	$0.00	

LS-2

Connections	(+)	$0.00	
SUB TOTAL:		(=)	$0.00

Gas Rule 15

10 Year Refundable Advance Credit Amount		$0.00[1]	
		- or -	
Non-Refundable Discount Option Credit Amount		$0.00[1]	
PG&E Betterments	(+)	$0.00	
SUB TOTAL: w/ 10 Year Refundable Advance Credit Amount		(=)	$0.00
			- or -
w/ Non-Refundable Discount Credit Amount		(=)	$0.00

Gas Rule 16

Stub Services		$0.00	
Applicant Design Work within the Allowance	(+)	$0.00	
SUB TOTAL:		(=)	$0.00

Reimbursements per Service Completion - Gas

Pressurized System	$0.00 /service[2]	
Non-Pressurized System	$0.00 /service[2]	

Total Reimbursement

10 Year Refundable Advance Option - Gas & Electric	$0.00[3]
-- OR	
Non-Refundable Discount Option - Gas & Electric	$0.00[3]
-- OR	
10 Year Refundable Advance Option - Gas / Non-Refundable Discount Option - Electric	$0.00[3]
-- OR	
10 Year Refundable Advance Option - Electric / Non-Refundable Discount Option - Gas	$0.00[3]

(1) 10 Year Refundable and Discount Option credit amounts will be paid upon acceptance of facilities. Credit amounts are subject to future deficiency billing in accordance with the tariff.
(2) This Reimbursement will be paid on a per service basis as each service is completed.
(3) Excludes service completion reimbursements made under Rule 16. Service completion reimbursements will be made as each service is connected, on a per service basis.

>> 12/03/2013 08:48:24 | fxgh | archive

complete.

>> 12/03/2013 05:54:50 | [SYSTEM] | pending join

Joined by workflow 2060915

>> 11/14/2013 13:22:18 | fxgh | forward to role PG&E:Contracts::MLX CRTD- INCOMPLETE DOCS

Forwarding...

>> 11/14/2013 05:56:39 | [SYSTEM] | pending join

Joined by workflow 2044517

>> 11/13/2013 08:59:53 | dmpi | forward to role PG&E:Contracts::COMPLETE & FORWARD

Sacac and Declarations blank; paid 50% discount option; sending 1st customer letter; MLX No: 248866 Sales Memo Number: 0040851438 Please forward to MLX CRTD- IN

>> 11/13/2013 06:35:23 | [SYSTEM] | pending join

Joined by workflow 2043842

ACCOUNT # : 09700003
AMOUNT_ : 2127564
CAPTURE BY : PGE\SFF2
CAPTURE STATION : RPSSCAN02
CHECK # : 511693028
COMPLETE : Y
Customer Name : null
DOCTYPE : CHECK
Exception Type : "No Signature","Option Box","SACAC"

INVTYPE : COD
ITEM # : 1
JOB # : 133123
LANID : R3HD
NOTIFYNUM : 106581476
PRIORITY : 5
PROJECT LOCATION: 130 E LINCOLN AVE PMP METER #100386, FRESNO
ROUTE : PPC Data Entry
ROUTING # : 121100782
SCAN_DATE : 11/13/2013
SEQUENCE : 95035
TYPE : E

NN #: 106581476 DATE: 11/13/2013 06:23:11

THIS DOCUMENT IS PRINTED IN TWO COLORS. DO NOT ACCEPT UNLESS BLUE AND BROWN ARE PRESENT.

Washington Colony Elementary SCHOOL DISTRICT 30987321E

Fresno County Superintendent of Schools

51-1693028

PAY TO THE ORDER OF: PACIFIC GAS & ELECTRIC INC

Twenty-One Thousand Two Hundred
Seventy-Five and 64/100 Dollars

AMOUNT
******$21,275.64

Bank of The West
2035 Fresno Street
Fresno, Ca. 93721

99-78
1211

ISSUE DATE
10/30/2013

VOID SIX MONTHS AFTER ISSUE DATE

COUNTY SUPERINTENDENT OF SCHOOLS

Vicki Crow
COUNTY AUDITOR-CONTROLLER
TREASURER/TAX COLLECTOR

⑈51693028⑈ ⑆121100782⑆ 097000038⑈

HOLD AT ANGLE TO VIEW SECURITY MARK

>122000496<

Union Bank

DO NOT ACCEPT IF SECURITY MARK IS ABSENT.

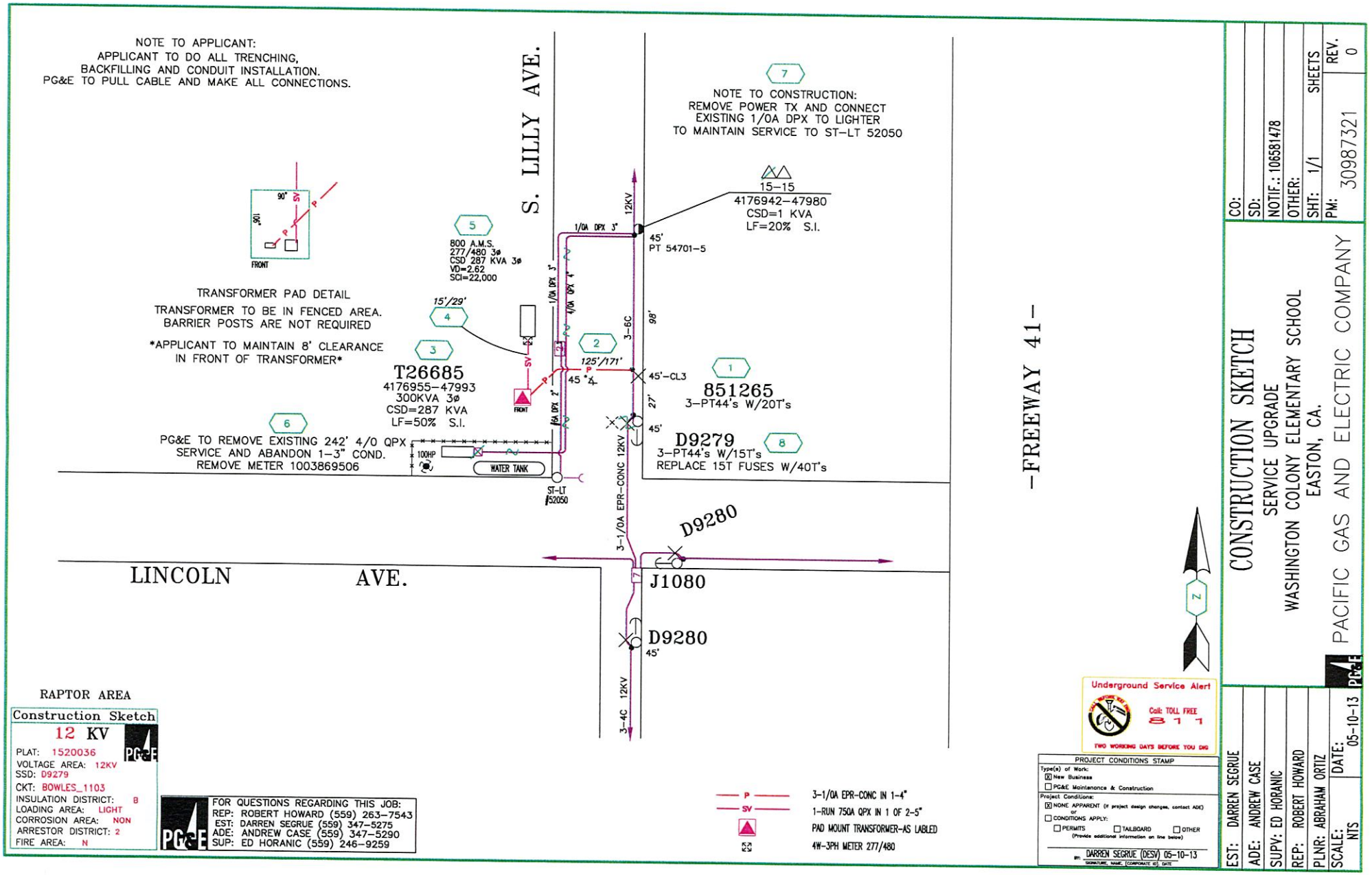
Memorial Date, Or Note

FOR DEPOSIT ONLY

0700475681

PACIFIC GAS & ELECTRIC

DO NOT WRITE, STAMP OR ENDORSE BELOW THIS LINE


NOTE TO APPLICANT:
APPLICANT TO DO ALL TRENCHING, BACKFILLING AND CONDUIT INSTALLATION.
PG&E TO PULL CABLE AND MAKE ALL CONNECTIONS.
S. LILLY AVE.
7
NOTE TO CONSTRUCTION:
REMOVE POWER TX AND CONNECT EXISTING 1/0A DPX TO LIGHTER TO MAINTAIN SERVICE TO ST-LT 52050
15-15
4176942-47980
CSD=1 KVA
LF=20% S.I.
45'
PT 54701-5
12KV
1/0A DPX 3"
1/0A DPX 3"
1/0A DPX 4"
3-6C
98'
5
800 A.M.S.
277/480 3ø
CSD 287 KVA 3ø
VD=2.62
SCI=22,000
15'/29'
4
3
T26685
4176955-47993
300KVA 3ø
CSD=287 KVA
LF=50% S.I.
2
125'/171'
45°
1
45'-CL3
851265
3-PT44's W/20T's
27'
45'
D9279
3-PT44's W/15T's
REPLACE 15T FUSES W/40T's
8
TRANSFORMER PAD DETAIL
TRANSFORMER TO BE IN FENCED AREA.
BARRIER POSTS ARE NOT REQUIRED
APPLICANT TO MAINTAIN 8' CLEARANCE IN FRONT OF TRANSFORMER
6
PG&E TO REMOVE EXISTING 242' 4/0 QPX SERVICE AND ABANDON 1-3" COND.
REMOVE METER 1003869506
100HP
WATER TANK
ST-LT #52050
1/0A DPX 2"
3-1/0A EPR-CONC 12KV
D9280
J1080
D9280
45'
3-4C 12KV
-FREEWAY 41-
LINCOLN AVE.
RAPTOR AREA
Construction Sketch
12 KV
PLAT: 1520036
VOLTAGE AREA: 12KV
SSD: D9279
CKT: BOWLES_1103
INSULATION DISTRICT: B
LOADING AREA: LIGHT
CORROSION AREA: NON
ARRESTOR DISTRICT: 2
FIRE AREA: N
FOR QUESTIONS REGARDING THIS JOB:
REP: ROBERT HOWARD (559) 263-7543
EST: DARREN SEGRUE (559) 347-5275
ADE: ANDREW CASE (559) 347-5290
SUP: ED HORANIC (559) 246-9259
P
SV
3-1/0A EPR-CONC IN 1-4"
1-RUN 750A QPX IN 1 OF 2-5"
PAD MOUNT TRANSFORMER-AS LABLED
4W-3PH METER 277/480
Underground Service Alert
Call: TOLL FREE 811
TWO WORKING DAYS BEFORE YOU DIG
PROJECT CONDITIONS STAMP
Type(s) of Work:
New Business
PG&E Maintenance & Construction
Project Conditions:
NONE APPARENT (if project design changes, contact ADE)
or
CONDITIONS APPLY:
PERMITS
TAILBOARD
OTHER
(Provide additional information on line below)
BY: DARREN SEGRUE (DESV) 05-10-13
(SIGNATURE, NAME, (CORPORATE ID), DATE)
CO:
SD:
NOTIF.: 106581478
OTHER:
SHT: 1/1
SHEETS
PM: 30987321
REV. 0
CONSTRUCTION SKETCH
SERVICE UPGRADE
WASHINGTON COLONY ELEMENTARY SCHOOL
EASTON, CA.
PACIFIC GAS AND ELECTRIC COMPANY
EST: DARREN SEGRUE
ADE: ANDREW CASE
SUPV: ED HORANIC
REP: ROBERT HOWARD
PLNR: ABRAHAM ORTIZ
SCALE: NTS
DATE: 05-10-13

WCESD BOARD OF TRUSTEES ITEM NO. VI.A.7

DATE: September 12, 2017

SUBJECT TITLE: Consideration of Approval of Gas and Electric Extension Agreement with Pacific Gas and Electric Company relating to Washington Colony Pump Project

Action ___√___ Discussion _____ Information _____

RECOMMENDATION:

Approve the Gas and Electric Extension Agreement with Pacific Gas and Electric Company relating to the Washington Colony Pump project.

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).

According to PG&E an application to replace the service on the S/E corner of the property was submitted in 2012. The jobs to remove the existing service, and replace with a new, larger service to feed the existing 100 HP pump, add a fire pump, and sports field lighting. Therefore, the district has already paid PG&E $26,275.64. If the district chooses to cancel the project, PG&E will keep the engineering deposit amount to cover its expenses ($5000) and refund the balance. If the district plans to proceed, PG&E will have to re-run the contract to update the costs and credit monies already paid toward the new contract.

CONSIDERATION:

The Superintendent has been in contact with PG&E and has asked to re-run the contract in order to update the cost and credit the monies already paid. In addition, FCOE Legal Counsel has reviewed the old PG&E Contract, cancelation documents for the old contract and the new proposed PG&E contract with the scope of electrical work. Consider of Approval of Gas and Electric Extension Agreement with Pacific Gas and Electric Company relating to Washington Colony Pump Project. The attached information follows for your review.

FINANCIAL IMPACT:

Electric: $48,635.08 minus Advance: $26,275.64 **Total Due: $22,359.44**

FUNDING SOURCE:

General Fund (0100)

Moved by _____ Second _____

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

JESUS CRUZ
WASHINGTON COLONY SCHOOL DISTRICT
130 E LINCOLN AVE
FRESNO CA 93706

Customer Payment Coupon

For Internal Use	
Notification #	106581476
Contract #	1158520
E-PM #	30987321
G-PM #	
E-Prior MLX/PM#	1960
G-Prior MLX/PM#	
Customer #	1004299

WASHINGTON COLONY SCHOOL DISTRICT, A Government Agency

130 E LINCOLN AVE
FRESNO CA 93706

Customer Payment Summary

130 E LINCOLN AVE PMP METER# 100386, FRESNO, 93706

Please pay the total amount due that corresponds to the option you select on page two of the enclosed extension agreement and enclose payment.

Payment Options		Total Due
10-Year Refundable Advance Option Gas and Electric	$22,359.44	**$22,359.44**
Non-Refundable 50 percent Discount Option for Gas and Electric	-$918.21	**-$918.21**
10-Year Refundable Advance Option for Gas and Non-Refundable 50 percent Discount Option for Electric	-$918.21	**-$918.21**
Non-Refundable 50 percent Discount Option for Gas and 10-Year Refundable Advance Option for Electric	$22,359.44	**$22,359.44**

Please pay the total amount due that corresponds to the option you select on page two of the enclosed extension agreement.

Important Payment Information

To complete your contract ONLINE

- Follow the instructions provided with your electronic contract
- Submit payment at **pge.com/contractpayments**

To complete your contract BY MAIL

- Please make check payable to: **PG&E** or **Pacific Gas and Electric**
- Complete, sign and return the enclosed agreement(s), the SACAC form and this customer payment coupon with your payment
- **Remit payment and SACAC form to**:
  PG&E CFM/PPC Department
  PO BOX 997340
  Sacramento, CA 95899-7340

IMPORTANT MESSAGE

Please review the enclosed information and total due.

If you complete your contract ONLINE, a copy will be saved to your Customer Connections Online (CCO) account at **pge.com/cco**.

To learn more about PG&E's gas and electric safety initiatives and resources please visit **pge.com/safety.**

Have Questions?
Please Call 1-800-422-0436

106581476E

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Gas and Electric Extension Agreement*

For Internal Use	
Notification #	106581476
Contract #	1158520
E-PM #	30987321
G-PM #	
E-Prior MLX/PM#	1960
G-Prior MLX/PM	
Customer #	1004299

June 21, 2017

WASHINGTON COLONY SCHOOL DISTRICT, A Government Agency

130 E LINCOLN AVE
FRESNO CA 93706

Re: 130 E LINCOLN AVE PMP METER# 100386, FRESNO, 93706

Dear JESUS CRUZ

We are writing to let you know Pacific Gas and Electric Company (PG&E) will extend its facilities to provide the requested gas and electric service to the project address listed above. PG&E's costs have been developed based on the choices and information provided in your application and may change if you make changes. This letter, including PG&E's tariffs, which are incorporated by reference below, will serve as our contract. As required by the California Public Utilities Commission (CPUC), special facilities will be handled in a separate contract. Please complete the following four steps to execute this contract.

1 Review the following work responsibilities and cost information.

Work To Be Done By	GAS MAIN		GAS SERVICE		ELECTRIC DISTRIBUTION			ELECTRIC SERVICE		
	Trench	Pipe	Trench	Pipe	Trench	Substr.	Facilities	Trench	Substr.	Facilities
PG&E										X
Customer								X	X	

		GAS		ELECTRIC
Total non-refundable project costs		**$0.00**		**$2,079.78**
Refundable extension costs		**$0.00**		**$51,049.62**
Allowances (credit)	-	$0.00	-	$4,494.31
Net refundable amount	=	**$0.00**	=	**$46,555.30**
10 YEAR REFUNDABLE OPTION				
Net refundable amount		**$0.00**		**$46,555.30**
Credit for value of design and/or facilities provided by applicant	-	$0.00	-	$0.00
Total non-refundable project costs	+	**$0.00**	+	**$2,079.78**
Total (if you select this option)	=	**$0.00**	=	**$48,635.08**
NON-REFUNDABLE 50% DISCOUNT OPTION				
Net refundable amount		**$0.00**		**$46,555.30**
Discount: 50% of Net refundable amount	-	$0.00	-	$23,277.65
Credit for value of design and/or facilities provided by applicant	-	$0.00	-	$0.00
Total non-refundable project costs	+	**$0.00**	+	**$2,079.78**
Total (if you select this option)	=	**$0.00**	=	**$25,357.43**
Potential refund per residential lot/unit		**$0.00**		**$0.00**
Potential reimbursement per service completion				
Pressurized or energized system		$0.00		$0.00
Not pressurized or energized system		$0.00		$0.00
Reimbursement for other work performed		**$0.00**		**$0.00**

All amounts include the Income Tax Component of Contribution (ITCC) PG&E is required to charge customers, where applicable.

DEFINITIONS AND EXPLANATION OF TERMS

(For more detail see rules 15 and 16):

Total non-refundable project costs include costs for work such as electric trench and excavation, conduits, inspections, streetlights, conversion from overhead to underground and contract processing.

Refundable extension costs include costs for facilities such as electric conductor, transformers and poles; gas pipe, gas share of distribution trench and regulators; and meters.

Allowances are a credit against refundable extension costs. They are based upon the number of residential units expected to be connected within the first six months and the expected annual non-residential net (distribution) revenue from your project.

Allowances granted under either option are subject to **deficiency billing** if the number of residential units connected or the annual non-residential net revenue falls below the forecast used to calculate the allowances.

Net refundable amount is the portion of overall costs eligible for refund to you based upon additional residential meters being set or upon increases in non-residential annual net (distribution) revenue. A cost-of-ownership charge is assessed against the Net refundable amount (except for individual residential applicants) per Rule 15.

Potential refund per residential lot/unit is for those lots/units for which you did not already receive an allowance (i.e., units not expected to be connected in the first six months). Any refunds may be decreased or eliminated by cost-of-ownership charges assessed under the provisions of Rule 15.

Potential reimbursement per service completion is the amount to which a customer may be entitled for performing certain service connection work PG&E would otherwise perform when installing service extensions and are not to be confused with refunds.

Reimbursement for other work performed is the amount to which a customer may be entitled for performing certain work (other than service completions) that normally is PG&E's responsibility.

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106581476E

* Automated document, Preliminary Statement, Part A

Form 79-1169
Advice 3579-G/4607-E
March 2015

Gas and Electric Extension Agreement*

2 Select one of the following payment options.

	Gas		Electric		Advance		Total Due
[X] 10-Year Refundable Option for Gas and Electric	$0.00	+	$48,635.08	-	$26,275.64	=	$22,359.44
[ ] Non-Refundable 50 Percent Discount Option for Gas and Electric	$0.00	+	$25,357.43	-	$26,275.64	=	-$918.21
N/A 10-Year Refundable Option for Gas and Non-Refundable 50 Percent Discount Option for Electric	N/A	+	N/A	-	N/A	=	N/A
N/A Non-Refundable 50 Percent Discount Option for Gas and 10-Year Refundable Option for Electric	N/A	+	N/A	-	N/A	=	N/A

3 Review these important terms and conditions.

This Gas and Electric Extension Agreement is controlled by, and incorporates by reference, PG&E's tariffs, including Gas and Electric rules 2, 15, and 16; the Distribution and Service Extension Agreement-Provisions (Form 62-0982) and the General Terms & Conditions for Gas and Electric Extension & Service Construction by Applicant (Form 79-716), all as approved and authorized by the CPUC. This agreement at all times shall be subject to such modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

You can view PG&E's tariffs online at pge.com/tariffs or contact the PG&E representative listed below. Additional details underlying the amounts shown in this agreement, as well as the calculation of allowances, refunds or deficiency bills can also be provided by your local PG&E representative.

4 After completing steps 1, 2 and 3 and having checked one, but only one, of the four payment options above, please complete and return the following items to PG&E.

- Sign and return this contract as indicated below.
- Submit the Payment Coupon with Total Due based on your option selected.
- Sign and return the enclosed Statement of Applicant's Contract Anticipated Costs (SACAC) [Form 79-1003] (explanation in box to the right).

Please provide your payment and required forms within 90 days from 21-JUN-17.

PG&E is not bound by the costs set forth above if payment and the signed forms are not received by PG&E within 90 days.

If you have any questions, please contact Robert J. Howard at **263-7543** or by email at **R3HD@pge.com**

ADDITIONAL INFORMATION

What is the SACAC form

Under PG&E's rules 15 and 16 you have a choice:you can perform the work yourself, hire a qualified contractor to perform the work or hire PG&E to do the work. We are required by the CPUC to provide you with PG&E's costs.

This form identifies our cost for the refundable service that is PG&E's responsibility to install. PG&E's costs were developed based on your choices within the application and may change if you change that choice.

How do I fill out the SACAC?

If you want to do this work yourself or have a qualified contractor do this work, please enter your estimated costs in the section of the SACAC form entitled "Applicant Costs" or check the box in the section entitled "Applicant's Election Not To Provide Costs," sign and return to PG&E. PG&E will send you a revised agreement by return mail only if you choose to provide your estimated costs.

If you want PG&E to do this work, please check the section "Applicant's Election Not to Provide Costs," sign and return the SACAC form along with a check for the Total Due based on the option you selected above.

You must return the completed SACAC form to PG&E regardless of who you choose to do the work.

Please follow payment instructions found on your Payment Coupon.

Pacific Gas and Electric Company

This contract has been reviewed and approved by:

BRIAN KIRCHNER

BRIAN KIRCHNER
Service Planning Supervisor

Customer

Agreed and accepted by:

WASHINGTON COLONY SCHOOL DISTRICT, A Government Agency

Authorized Signatory JESUS CRUZ

Title SUPERINTENDENT

Signature

Date

106581476E

* Automated document, Preliminary Statement, Part A

Form 79-1169
Advice 3579-G/4607-E
March 2015

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STATEMENT OF APPLICANT'S CONTRACT ANTICIPATED COSTS.*

Project Name: WASHINGTON COLONY PUMP

Project Location: 130 E LINCOLN AVE PMP METER# 100386, FRESNO, 93706

Notification Number: 106581476

PM Number(s): (Gas) (Electric) 30987321

APPLICANT COSTS

The following statement must only include the contracted anticipated installed costs of facilities installed by the Applicant that are refundable and that are PG&E's responsibility under its tariffs.

The costs provided by the Applicant must be taken from the Applicant's contract with its contractor. If the Applicant will be performing the work itself, the Applicant must also complete and sign this form.

The Applicant's statement of costs will be compared with PG&E's estimated installed costs of the same facilities, the lower of which will be used to determine the amount subject to allowances and refunds in accordance with the provisions of PG&E's Gas and Electric Rules 15 and 16.

If the Applicant chooses not to provide its costs, it must complete the last section of this form. Until the Applicant either provides the refundable cost from its contract with its contractor (or its own cost, if applicable), or returns this form indicating that it will not do so, PG&E will not proceed with any work on the Applicant's project.

GAS	ELECTRIC
Residential Service Facilities:	**Residential Service Facilities:**
Applicant: $ _____	**Applicant:** $ _____
PG&E: $0.00	**PG&E:** $0.00
Number of gas service: 0 **Stubs:** 0	**Number of Electric service:** 0

- Applicant's statement of costs include: overhead or underground service conductors, poles, service transformers, connection fittings, service pipe, valves, service connections, and other PG&E-owned service equipment, as detailed in Gas and Electric Rule 16.
- Applicant's statement of costs DOES NOT include: inspection fees, nonresidential service costs, regulators, or PG&E-owned metering equipment.

106581476E

* Automated document, Preliminary Statement, Part A

Form 79-1003
Tariffs and Compliance
Advice 2458-G-C/2379-E
Decision 03-03-032
Effective: July 1, 2004

GAS

Gas Distribution Facilities and Non-Residential Service Services:

Applicant: $ _____

PG&E: **$0.00**

ELECTRIC

Electric Distribution Facilities and Non-Residential Service Services:

Applicant: $ _____

PG&E: **$20,184.49**

GAS DISTRIBUTION TRENCH

Applicant: $ _____

PG&E: **$0.00**

- Applicant's statement of costs include: cables, switches, transformers, distribution main, valves, regulators, nonresidential service costs, and other distribution facilities required to complete the distribution line extension, as detailed in Gas and Electric Rule 15 as PG&E's responsibility.
- Applicant's statement of costs DOES NOT include: inspection fees, tie-in of system by PG&E, distribution substructures, electric trench, conduits, feeder conduits, or protective structures, as detailed in Gas and Electric Rule 15.

I declare under penalty of perjury that the foregoing is true and correct.

☒ **APPLICANT'S ELECTION NOT TO PROVIDE COSTS:** (if this option selected, box must be checked)

I choose not to provide to the utility my refundable costs for this project as taken from my contract with my contractor, or as performed by myself, and acknowledge that PG&E will use its estimate of the refundable costs for this project in the contract between it and me.

Executed on #signDate9ACAC# _____ (Date) at **FRESNO, CA** (City)

By:

Print Applicant Name: **JESUS CRUZ**

Signed: #sig9ACAC# _____

Title: **SUPERINTENDENT**

106581476E

WCESD BOARD OF TRUSTEES

ITEM NO. VI.A.8
DATE: SEPTEMBER 12, 2017

SUBJECT TITLE: CONFERENCE ATTENDANCE

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Consider authorizing attendance participation to Board Trustee Dack, Trustee Mathew, Trustee Chavez, Trustee Mendoza and Superintendent/Principal Mr. Cruz to attend the CSBA Annual Education Conference 2017 in San Diego, California November 30 – December 2, 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.B.1
DATE: September 12, 2017

SUBJECT TITLE: Offer of Employment for Temporary Part Time Intervention Support Teacher (Reading Lab Teacher)

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Ratify of Offer of employment to Kimberly Crow – Part Time Intervention Support Teacher (Reading Lab 5.5 hours/149 days).

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 Kimberly Crow who meets all qualifications established by law and the Board for the Part Time Intervention Support Teacher (Reading Lab 5.5 hours/149 days) position for 2017-18 school year.

Moved by _____ Second _____

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

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

DATE: September 12, 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 district

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

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

Moved by _____ Second _____

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

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

DATE: September 12, 2017

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

Action ___√___ Discussion _____ Information _____

RECOMMENDATION:

Adopt Resolution No. 17/18-03 *Resolution Regarding Sufficiency or Insufficiency of Instructional Materials.* Certify that as of this date, each pupil in the district has been provided with a standards-aligned textbook or basic instructional materials in History/Social Science, Mathematics, Reading/Language Arts, and Science.

BACKGROUND:

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

EC 60199 requires that each governing board:

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

Moved by _____ Second _____

Vote:

Ayes:_____ Noes_____ Abstentions:_____ Absent:_____

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

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

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

FINANCIAL IMPACT:
Not Applicable

FUNDING SOURCE:
Not Applicable

Moved by _____ Second _____

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

BEFORE THE BOARD OF TRUSTEES
OF THE WASHINGTON COLONY ELEMENTARY SCHOOL DISTRICT

COUNTY OF FRESNO, STATE OF CALIFORNIA

RESOLUTION NO. 17/18-03

RESOLUTION REGARDING SUFFICIENCY OR INSUFFICIENCY OF INSTRUCTIONAL MATERIALS

WHEREAS, the governing board of Washington Colony Elementary School, in order to comply with the requirements of *Education Code* Section 60119 held a public hearing on September 12, 2017, at 6:30 p.m., which is on or before the eighth week of school (between the first day that students attend school and the end of the eighth week from that day) and which did not take place during or immediately following school hours, and;

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

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

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

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

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

- Mathematics – Houghton Mifflin Harcourt; Math Expressions Common Core (K-5); CPM Core Connections; CPM Educational Program (6-8)
- Science – Harcourt School Publishers (K-5); Holt Rinehart & Winston (6-8)
- History-Social Science – Pearson Scott Foresman (K-5); Glencoe/McGraw Hill (6-8)
- English/language arts/ELD, K-5: School Education Reading Wonders (McGraw Hill) 6-8: California Collections 2017 (Houghton Mifflin Harcourt)

THEREFORE, it is resolved that for the 2017-2018 school year, the Washington Colony Elementary School District has provided each pupil with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

Robert E. Dack, President

Gary Chavez, Clerk

NOTICE OF PUBLIC HEARING
WASHINGTON COLONY ELEMENTARY SCHOOL DISTRICT
BOARD OF TRUSTEES

Pursuant to Education Code Section 60119, the governing board is required to hold a public hearing at which the governing board shall encourage participation by parents, teachers, members of the community interested in the affairs of the school district, and bargaining unit leaders, and shall make a determination through a resolution, as to whether each pupil in each school in the district has sufficient textbooks or instructional materials, or both, in each of the following subjects, as appropriate, that are consistent with the content and cycles of the curriculum framework adopted by the state board:

i. Mathematics

ii. Science

iii. History-social science

iv. English/language Arts, including the English language development component of an adopted program.

As part of the hearing required pursuant to this section, the governing board shall also make a written determination as to whether each pupil enrolled in a foreign language or health course has sufficient textbooks or instructional materials that are consistent with the content and cycles of the curriculum frameworks adopted by the state board for those subjects.

The Board of Trustees' hearing to determine the sufficiency of textbooks or instructional materials, or both, in each of the above named subjects/courses will be at 6:30 p.m. (or as soon thereafter as possible) on Tuesday, September 12, 2017, in Room M-5 at Washington Colony School, 130 E. Lincoln Avenue, Fresno, CA.

For further information contact Jesus Cruz, Superintendent, Washington Colony Elementary School District, 130 E. Lincoln Avenue, Fresno, CA 93706, Phone: (559) 233-0706.

AVISO SOBRE LA AUDIENCIA PÚBLICA
DISTRITO ESCOLAR PRIMARIO WASHINGTON COLONY
JUNTA DIRECTIVA

En cumplimiento con la Sección 60119 del Código de Educación, la junta directiva tiene que llevar a cabo una audiencia pública en la cual la junta directiva deberá animar la participación de los padres, maestros, miembros de la comunidad interesados en los asuntos del distrito escolar y de los líderes de las unidades de negociación, y deberá tomar una determinación mediante una resolución, sobre la pregunta si cada alumno en cada escuela en el distrito tiene suficientes libros de texto o materiales instructivos, o ambos en cada una de las siguientes materias, según sea apropiado, que son consistentes con el contenido y con los ciclos de las pautas de currículo adoptadas por la junta directiva:

i. Matemáticas

ii. Ciencias

iii. Historia – ciencias sociales

iv. Inglés/artes del lenguaje, incluyendo los componentes de desarrollo del lenguaje inglés de un programa adoptado.

Como parte de la audiencia requerida en cumplimiento con esta sección, la junta directiva también deberá hacer una determinación escrita sobre si cada alumno matriculado en un idioma extranjero o en un curso de salud tiene suficientes libros o materiales instructivos que son consistentes con el contenido y con los ciclos de las pautas de currículo adoptadas por la junta directiva para esas materias.

La audiencia de la Junta Directiva para determinar la suficiencia de los libros de texto o de materiales instructivos, o de ambos, en cada una de las materias/cursos mencionados anteriormente será a las 6:30 p.m. (o lo más pronto posible después de esa hora) el martes 12 de septiembre del 2017, en el salón M-5 en la Escuela Washington Colony, 130 E. Lincoln Avenue, Fresno, CA.

Para mayor información comuníquense con el Superintendente Jesus Cruz, Distrito Escolar Primario Washington Colony, 130 E. Lincoln Avenue, Fresno, CA 93706, Teléfono: (559) 233-0706.

Posted: 8/24/2017