ROUTINE ITEMS

WCESD BOARD OF TRUSTEES

ITEM NO. IV.A
DATE: August 14, 2018

SUBJECT TITLE: APPROVE AGENDA

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Approve agenda for the August 14, 2018 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
Gary Chavez, President
Bob Dack, Clerk

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

Secretary
Jesus Cruz, Superintendent/Principal

Regular Meeting AGENDA

Tuesday, August 14, 2018, 6:30 p.m.

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

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

REASONABLE ACCOMODATION FOR ANY INDIVIDUAL WITH A DISABILITY

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

I. Call to Order

II. Roll Call

III. Pledge of Allegiance

IV. Routine Items

A. Approve Agenda

Approve agenda for the August 14, 2018 Regular Board Meeting.

B. Adopt Minutes

1. June 26, 2018 Regular Board Meeting

C. Public Comment/Board Comment

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

D. Correspondence

V. Reports/Discussion/Information

A. Administration/Business/Governance

1. Board History – J. Cruz

2. Financial Report(s)*

3. Quarterly Report on Williams Uniform Complaints*

4. Easton Community Water System Authority Project Update**

5. Superintendent's Report*

a) Professional Development Plan 2018 – 19**
b) Prop 39 Final Project Completion Report Update 2018**
c) Bus Replacement Grant/North Coast Pollution Control District Update**

6. LOCAL CONTROL AND ACCOUNTABILITY PLAN REVIEW 1**

B. Personnel/Students

1. ADA/Enrollment Report*

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

VI. Action Items

A. Administration/Business/Governance

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

Adopt Resolution No. 18/19-01 to establish temporary inter-fund transfers of special or restricted fund moneys.

2. Warrants

Review and Ratify Warrants paid for the period June 1 – June 30, 2018 and July 1– July 31, 2018.

3. Contract/Service Agreements

a) FCSS Library Services and Support Agreement, 2018-19

Approve contract between Fresno County Superintendent of Schools (FCSS) and the Washington Colony Elementary School District for Library Services and Support for the 2018-2019 school year.

b) Independent Contractor Services Agreement: Presence Learning Online Speech Services, 2018-19

Ratify Agreement between Presence Learning and Washington Colony Elementary School District for Online Speech Services for the 2018-2019 school year.

c) AALRR Legal Service Agreement, 2018-19

Ratify contract between Atkinson, Andelson, Loya, Ruud, & Romo and the Washington Colony Elementary School District for Legal Services for the 2018-2019 school year.

d) AMS.Net Technology Solutions Provider Services 2018-2021

Approve contract between AMS. Net Technology Solutions and the Washington Colony Elementary School District for hardware and support services to upgrade the Firewall for the security of District technology for a 3 –year bundle 2018-2021 school years.

4. Rural School Bus Pilot Project Application

Approve the submission of the WCESD Rural School Bus Project Application to the North Coast Unified Air Quality Management District (NCUAQMD).

5. Conference Attendance

Consider authorizing attendance participation to Superintendent/Principal Mr. Cruz to attend the CLSBA Unity Conference 2018; San Diego, October 4 - 7, 2018.

6. Surplus Equipment/Obsolete Textbooks

Approve disposal of obsolete technology equipment and obsolete instructional equipment.

B. Personnel/Students

1. Offer of Employment for 5th Grade Teacher

Ratify offer of employment for Sara Gonzalez – 5th Grade Multiple Subject Teacher on the basis of a Provisional Internship Permit at Washington Colony Elementary School.

2. Offer of Employment for Literacy ELA/ELD Coach

Ratify offer of employment for Amy S. Aragon – Literacy ELA/ELD Coach (FTE Position).

3. Contract for Certificated Management Employee

Ratify contract of employment for Evelyn Diaz – Assistant Principal.

4. Resignation

Ratify Superintendent's acceptance of resignation from Nancy Alvarez – Library Aide (Part - Time Position).

5. Interdistrict Attendance Permits

Ratify action on Interdistrict Attendance Permit for the 2018-19 school year.

C. Curriculum/Instruction/Assessment

1. Fresno County Cradle to Career C2C

Approve the Fresno County Cradle to Career Washington Colony School District annual membership for the 2018-19 school year.

2. FCSS ELA Professional Development Services Agreement

(ELA-Early Literacy, Visual & Performing Arts (VAPA), STEM/Math, Leadership C & I Coaching Support and Instructional Technology for the 2018-2019 school year)
Ratify the ELA Professional Development Services Agreement with Fresno County Office of Education for the 2018-19 school year.

VII. Closed Session

The Board will meet in closed session pursuant to:

PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: Superintendent

VIII. Reconvene

IX. Adjournment

WCESD BOARD OF TRUSTEES

ITEM NO. IV.B.1
DATE: August 14, 2018

SUBJECT TITLE: ADOPT MINUTES

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Adopt minutes of the June 26, 2018 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
Gary Chavez, President
Bob Dack, Clerk

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

Secretary
Jesus Cruz, Superintendent/Principal

Regular Meeting MINUTES

Tuesday, June 26, 2018, 6:30 p.m.

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

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I. Call to Order

The June 26, 2018 Regular Board Meeting was called to order at 6:31 p.m. by Gary Chavez, Board President.

II. Roll Call

Members Present: Gary Chavez, Bob Dack, Liz Faccinto, Pete Mathew (came in at 6:46pm), Rene Mendoza;
member(s) absent: None

III. Pledge of Allegiance

The Pledge of Allegiance was led by Crystal Gomez.

IV. Routine Items

A. Approve Agenda

The agenda for the June 26, 2018 Regular Board Meeting was approved on a motion by Bob Dack, seconded by Liz Faccinto. (Ayes: Chavez, Dack, Faccinto, Mendoza; Noes: None; Abstentions: None; Absent: Mathew)

B. Adopt Minutes

1. June 12, 2018 Regular Board Meeting

The minutes of the June 12, 2018 Regular Board Meeting were adopted on a motion by Rene Mendoza, seconded by Liz Faccinto. (Ayes: Chavez, Dack, Faccinto, Mendoza; Noes: None; Abstentions: None; Absent: Mathew)

2. May 8, 2018 Regular Board Meeting

The minutes of the May 8, 2018 Regular Board Meeting were adopted on a motion by Liz Faccinto, seconded by Bob Dack. (Ayes: Chavez, Dack, Faccinto, Mendoza; Noes: None; Abstentions: None; Absent: Mathew)

C. Public Comment/Board Comment

Public Comment: None
Board Comment:
Bob Dack: Wanted to know the status of the Fire Hydrants.
Mr. Cruz: Indicated there was a meeting this week with ECWSA but got rescheduled until July 12, 2018. Mr. will provide update at next board meeting.
Mr. Chavez: Welcomed Crystal Gomez, Administrative Assistant to Washington Colony.

D. Correspondence

Mr. Cruz: Provided copy of the FCSS Resolution No 2018-24 Notice of Order of Elections. Mr. Cruz also provided to the Board Mrs. Hawkins retirement letter.

V. Reports/Discussion/Information

A. Administration/Business/Governance

1. Board History – J. Cruz

The Board reviewed excerpts from the minutes of meetings held June 11, 1968 and June 14, 1943.

2. Financial Report(s)*

Cash and County Treasury Report for May 2018 – Written Report

3. Renewal of Final Plan Approval for New Buildings Update**

Mr. Cruz: Presented a letter from the California Department of Education related to the Subject: Renewal Final Plan Approval – New Buildings dated November 14, 2012 and extends final DSA approval for two calendar years from the date of this letter. This letter was forwarded to Michael Scott at Mangini's Architects and Owen Alvarez at SchoolWorks. Inc. Owen Alvarez has indicated that this is good news. As soon as DSA approves the project the district will be ready for OPSC to review and approve the project. The district should receive a communication from OPSC shortly that requests an update to the new construction eligibility

and financial hardship eligibility. SchoolWorks can get started on the new construction eligibility enrollment for 2016 and 2017 by grade level. It was also discussed that there is also a chance that the current eligibility is not equal to or greater than your eligibility in 2014; due to a decrease of SDC student enrollment. If this is the case, SchoolWorks will submit an appeal to the State Allocation Board requesting funding based on the original eligibility.

4. Superintendent's Report**

a) E-Rate Program Category 2 Application process 2018-19**

Mr. Cruz: shared with the Board the Infinity's E-Rate Category 2 Preliminary Project Design Estimate. The estimate is a preliminary budget only of $154,000 for project total. E-rate will allow a maximum pre-discount of amount limited to $156.23 per ADA. Therefore, based on this estimate the total cost of the Network Electronics upgrade for the district is about $111,509.48. The district needs to purchase the Firewall already since it is failing due to the life span of 6 years and increase in network technology, as more chromebooks are available on site. With the purchase of the firewall hardware, the total cost of this project will be reduced. The district will prioritize what network electronics can be replaced with the available E-rate funding. If the district is granted the E-Rate Category 2 funding, this project will be completed next fall 2019. However, the district is in need of the Firewall and cannot wait. At some point it will be the cost of the district. The district will need to apply for the E-rate Category 2 funding around September 2018. The district can utilize this E-rate Category 2 funding and complete part of the Network electronic priority needs and therefore, apply for the next year E-Rate C2 cycle and complete the rest of the project. This is a starting point and the district can get advantage of this E-Rate Category 2 funding and update our technology network electronics.

B. Personnel/Students

1. Summer School Program 2018 Update

Mrs. Diaz: shared that it was a successful summer school with ELA/ELD/Reading/Writing and Math interventions. Washington Colony summer school program staff worked together with the After School summer school program staff and planned activities, raffles, BBQs and field trips.

2. ADA/Enrollment Report*

The Enrollment for the period ending June 24, 2018 was 435.

3. Suspension Report*

None to report

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

VI. Action Items

A. Administration/Business/Governance

1. Local Control and Accountability Plan and Annual Update

The Board adopted the Local Control and Accountability Plan (LCAP) and Annual Update for 2018-2019 on a motion by Bob Dack, seconded by Pete Mathew. (Ayes: Chavez, Dack, Mathew, Faccinto, Mendoza; Noes: None; Abstentions: None; Absent: None)

2. 2018-2019 Proposed Budget

The Board adopted the proposed budget for the Fiscal Year 2018-2019 on a motion by Liz Faccinto, seconded by Rene Mendoza. (Ayes: Chavez, Dack, Mathew, Faccinto, Mendoza; Noes: None; Abstentions: None; Absent: None)

3. 2018-19 Education Protection Account

The Board adopted Resolution No. 17/18-11 in the matter of the Education Protection Account (EAP) expenditures for Fiscal Year 2018-19 on a motion by Liz Faccinto, seconded by Bob Dack. (Ayes: Chavez, Dack, Mathew, Faccinto, Mendoza; Noes: None; Abstentions: None; Absent: None)

4. 2018-2019 Child Development Contract

The Board adopted Resolution No. 17/18-12 certifying approval to enter into a transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2018-19, on a motion by Bob Dack, seconded by Pete Mathew. (Ayes: Chavez, Dack, Mathew, Faccinto, Mendoza; Noes: None; Abstentions: None; Absent: None)

5. Inter-Fund Transfer to the Deferred Maintenance Fund

The Board adopted Resolution No. 17/18-13 to establish a transfer to the Deferred Maintenance Fund For Major Repair/Replacement Projects on a motion by Bob Dack, seconded by Liz Faccinto. (Ayes: Chavez, Dack, Mathew, Faccinto, Mendoza; Noes: None; Abstentions: None; Absent: None)

6. Inter-Fund Transfer to the Pupil Transportation Fund

The Board adopted Resolution No. 17/18-14 to establish a transfer to the Pupil Transportation Fund for Capital Outlay Purchases on a motion by Bob Dack, seconded by Liz Faccinto. (Ayes: Chavez, Dack, Mathew, Faccinto, Mendoza; Noes: None; Abstentions: None; Absent: None)

7. Inter-Fund Transfer to the Post Employment Fund

The Board adopted Resolution No. 17/18-15 to establish a transfer to the Post Employment Fund for Post Employee Benefits on a motion by Bob Dack, seconded by Liz Faccinto. (Ayes: Chavez, Dack, Mathew, Faccinto, Mendoza; Noes: None; Abstentions: None; Absent: None)

8. Inter-Fund Transfer to the Special Reserve Fund

The Board adopted Resolution No. 17/18-16 to establish a transfer to the Special Reserve Fund for Capital Outlay Projects on a motion by Bob Dack, seconded by Liz Faccinto. (Ayes: Chavez, Dack, Mathew, Faccinto, Mendoza; Noes: None; Abstentions: None; Absent: None)

9. Warrants

The Board reviewed and ratified the Warrants paid for the period May 1 – May 31, 2018 on a motion by Liz Faccinto, seconded by Pete Mathew. (Ayes: Chavez, Dack, Mathew, Faccinto, Mendoza; Noes: None; Abstentions: None; Absent: None)

10. Standards for 8th Grade Promotion

The Board approved the revised Standards for 8th Grade Promotion on a motion by Bob Dack, seconded by Liz Faccinto. (Ayes: Chavez, Dack, Mathew, Faccinto, Mendoza; Noes: None; Abstentions: None; Absent: None)

11. Contract/Service Agreements

a) FCSS Legal Service Agreement, 2018-2020

b) FCSS Parent Training Services Agreement, 2018-19

c) FCSS Desktop Support Services Agreement, 2018-19

The Board ratified and approved FCSS Contract Service Agreements 11.a – 11. c on a motion by Pete Mathew, seconded by Bob Dack. (Ayes: Chavez, Dack, Mathew, Faccinto, Mendoza; Noes: None; Abstentions: None; Absent: None)

d) GoodFellow Independent Contractor, Occupational Therapy Services Agreement, 2018-19

The Board approved GoodFellow Independent Contractor, Occupational Therapy Services Agreement, 2018-19 on a motion by Bob Dack, seconded by Rene Mendoza. (Ayes: Chavez, Dack, Mathew, Faccinto, Mendoza; Noes: None; Abstentions: None; Absent: None)

e) Renaissance Learning Renewal Services Agreement, 2018-19

The Board approved the Renaissance Learning Renewal Services Agreement 2018-19 on a motion by Pete Mathew, seconded by Liz Faccinto. (Ayes: Chavez, Dack, Mathew, Faccinto, Mendoza; Noes: None; Abstentions: None; Absent: None)

12. Fresno County Committee on School District Organization

Recommend Qualify Individual to serve on Committee (FCCSDO). No Action Taken.

13. Fresno County Child Care Subsidy Pilot Participation Agreement

The Board Ratified the Subsidy Pilot Participation Agreement between the Fresno County Child Care & Development Local Planning Council (LPC) and Participating Fresno County CDE-EESD Contractor and Washington Colony Elementary School District Preschool Program CSPP on a motion by Rene Mendoza, seconded by Pete Mathew. (Ayes: Chavez, Dack, Mathew, Faccinto, Mendoza; Noes: None; Abstentions: None; Absent: None)

14. Surplus Equipment/Obsolete Textbooks

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

B. Personnel/Students

1. Interdistrict Attendance Permits

The Board ratified action on Interdistrict Attendance Permit for the 2018-19 school year on a motion by Liz Faccinto, seconded by Rene Mendoza. (Ayes: Chavez, Dack, Mathew, Faccinto, Mendoza; Noes: None; Abstentions: None; Absent: None)

2. Job Description

The Board approved the job description for a Full-time Literacy ELA/ELD Coach position on a motion by Rene Mendoza, seconded by Liz Faccinto. (Ayes: Chavez, Dack, Mathew, Faccinto, Mendoza; Noes: None; Abstentions: None; Absent: None)

3. Retirement

The Board ratified acceptance of retirement from Wallene Hawkins (5th Grade Teacher) on a motion by Bob Dack, seconded by Liz Faccinto. (Ayes: Chavez, Dack, Mathew, Faccinto, Mendoza; Noes: None; Abstentions: None; Absent: None)

C. Curriculum/Instruction/Assessment

1. Consolidated Application and Reporting System 2018-19

The Board approved the Submission of the 2018-19 Consolidated Application and Reporting System Application on a motion by Bob Dack, seconded by Pete Mathew. (Ayes: Chavez, Dack, Mathew, Faccinto, Mendoza; Noes: None; Abstentions: None; Absent: None)

2. LEAP District Budget for Federal Programs 2018-19

The Board approved the LEAP District Budget for Federal and State Programs for 2018-19 on a motion by Liz Faccinto, seconded by Rene Mendoza. (Ayes: Chavez, Dack, Mathew, Faccinto, Mendoza; Noes: None; Abstentions: None; Absent: None)

VII. Adjournment

The meeting was adjourned at 7:32 p.m. on a motion by Bob Dack seconded by Pete Mathew. (Ayes: Chavez, Dack, Faccinto, Mathew, Mendoza; Noes: None; Abstentions: None; Absent: None

Gary Chavez, President

Robert E. Dack, Clerk

WCESD BOARD OF TRUSTEES

ITEM NO. IV.C
DATE: August 14, 2018

SUBJECT TITLE: PUBLIC COMMENT/BOARD COMMENT

Action _____ Discussion ___√___ Information _____

BACKGROUND

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

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

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

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

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

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

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

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

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

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

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

REPORTS
DISCUSSION
INFORMATION

WCESD BOARD OF TRUSTEES

ITEM NO. V.A.1
DATE: August 14, 2018

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

"Fellow citizens, we cannot escape history"~ Abraham Lincoln

Excerpts from the minutes of meetings held August 10, 1993 and August 1, 1968; follow for your review.

WASHINGTON COLONY SCHOOL DISTRICT

Regular Board Meeting Minutes
August 10, 1993

I. Call to Order

The meeting was called to order at 6:40 p.m. by Board President, Paul Demant.

II. Roll Call

Members present: Ted Davis, Paul Demant, Pete Mathew, Joyce Quiroz, Sue Ruiz, and Dale Drew, Superintendent/Secretary to the Board.

III. Pledge of Allegiance

The Pledge of Allegiance was led by Ted Davis.

IV. Routine Business

A. Agenda

The agenda was approved on a motion by Pete Mathew, seconded by Joyce Quiroz. (Unanimous)

B. Minutes

The corrected minutes of the July 13, 1993, Regular Board Meeting were adopted on a motion by Pete Mathew, seconded by Joyce Quiroz. (Unanimous)

Correction: VIII.C - A motion was made by Ted Davis, seconded by Sue Ruiz, to allow the Superintendent to hire a *full-time* P.E. Intern through the CSUF Intern Program. (Ayes: Paul Demant, Sue Ruiz, Ted Davis; Noes: Pete Mathew; Abstention: Joyce Quiroz)

C. Board Recognitions

None

D. Public Comment

None

E. Board Comment

None

F. Correspondence

None

V. Reports/Discussion/Information

A. Curriculum and Instruction

Projected Enrollment - Written report

B. Administration and Business

Copyright of Yearbook Photos by Yearbook Advisor - Letter from Stroupe & de Goede dated July 29, 1993.

Resolution in Opposition to the Parental Choice in Education (Voucher) Initiative - The Board discussed a sample resolution in opposition to the voucher initiative. Consensus was reached to neither support nor oppose the initiative as a Board.

Superintendent's Use of Sick Leave and Vacation Days - Written report

Budget Report (July 1 - July 30, 1993) - Written report

C. Committees/Councils/Clubs/Activities
None

D. Transportation and Maintenance
None

E. Cafeteria
None

F. Facilities
None

G. Personnel
None

H. Policy Review
The following Board Policies and Administrative Regulations were reviewed for proposed adoption at the September meeting: BP 3513.3 *Tobacco-Free Schools/Smoking,* BP 4112.4 *Health Examinations,* BP 5141.1 *Accidents,* BP/AR 5141.22 *Infectious Diseases,* BP/AR 5141.23 *Infectious Disease Prevention,* AR 5141.32 *Child Health and Disability Prevention Program,,* BP/AR 5145.12 *Search and Seizure,* BP 5145.7 *Sexual Harassment*

VI. Closed Session
The Governing Board entered closed session at 6:40 p.m. to discuss matters of personnel pursuant to Government Code sections 54950 et. seq. on a motion by Pete Mathew, seconded by Joyce Quiroz. (Unanimous) The Board returned to open session at 7:32 p.m. on a motion by Ted Davis, seconded by Joyce Quiroz. (Unanimous).

VII. Action Items

A. Interdistrict Attendance Agreements
The Board accepted Interdistrict Attendance Agreement Requests for the 1993-94 School Year (See Appendix A) on a motion by Sue Ruiz, seconded by Ted Davis. (Unanimous)

B. Resignation
The Board ratified the resignation of Phil Alfano on a motion by Pete Mathew, seconded by Joyce Quiroz. (Unanimous)

C. Resignation (G.A.T.E. Position)
The Board ratified the resignation of Helen Cunha from her G.A.T.E. Position on a motion by Sue Ruiz, seconded by Joyce Quiroz. (Unanimous)

D. Ratification of Offer of Employment
The Board ratified an offer of employment for Bobbi Eldridge, Financial Secretary, on a motion by Pete Mathew, seconded by Joyce Quiroz. (Unanimous)

E. Ratification of Offer of Employment
The Board ratified an offer of employment for Jeannette Brown, 8th-grade English-Language Arts/History-Social Science Teacher, on a motion by Joyce Quiroz, seconded by Sue Ruiz. (Unanimous)

F. SIP Day
The Board designated Monday, October 11, 1993, instead of Monday, October 5, 1993, as a SIP Day for the purpose of staff attendance at the *It's Elementary!* Conference at the Holiday Inn, Centre Plaza (Fresno), on a motion by Joyce Quiroz, seconded by Sue Ruiz.

G. Central Valley Trust Renewal 1993-94

The Board approved continuation of the Service Agreement and Participation Agreement with Central Valley Schools Health and Welfare Trust in accordance with the terms of Certificated and Classified Bargaining Agreements on a motion by Pete Mathew, seconded by Ted Davis. (Unanimous)

H. ALWS's Challenge to Inadequate Funding

The Board approved a contribution in the amount of $500.00 (over a two-year period) in support of the ABC Unified et al vs. The State of California Lawsuit on a motion by Pete Mathew, seconded by Joyce Quiroz. (Unanimous)

I. Milk Bids

The Board approved Foster Farms Dairy (low bidder) as the supplier of milk products for the 1993-94 School Year on a motion by Pete Mathew, seconded by Joyce Quiroz. (Unanimous)

J. Board Policies - Adoption

The Board adopted BP 1422 *Student Teachers/University Interns* on a motion by Sue Ruiz, seconded by Ted Davis. (Unanimous)

K. Warrants

The Board approved warrants for the period July 1 - July 30, 1993, on a motion by Sue Ruiz, seconded by Pete Mathew. (Unanimous)

VIII. Adjournment

The meeting was adjourned at 8:55 p.m. on a motion by Ted Davis, seconded by Sue Ruiz. (Unanimous)

Paul Demant, President

Pete Mathew, Clerk

WASHINGTON COLONY SCHOOL
BOARD OF TRUSTEES
BUDGET HEARING AND REGULAR MEETING
August 1, 1968
5:30 P.M.

Meeting was called to order in the library of Washington Colony School with all members present except Mr. Henry Salwasser and Mr. Art Jensen. Others present were Secretary of Board, Mr. Massie and guest Mr. Earl Giacolini.

MINUTES OF REGULAR MEETING, July 2 were read and approved by motion of Bruce Blacksill, seconded by Bud Barberich.

ACTING CLERK: The Board appointed Mr. Bud Barberich to be Acting Clerk in the absence of Mr. Henry Salwasser.

MAINTENANCE REGISTER NO. 22 and Warrants, nos. 310 to 317 were signed after they were approved by motion of Bruce Blacksill, seconded by Bud Barberich.

CLASS SIZE: Mr. Earl Giacolini was interested in finding out the possible class sizes of our intermediate and upper grades and especially the 6th grad

BUDGET REVIEW AND APPROVAL: The proposed budget was adopted by motion by Bud Barberic and seconded by Bruce Blacksill. Mr. Massie notified the Finance Office of the Department of Education that the Board of Trustees would like to reaffirm their resolution of March 12, 1968 on the tax override of approximately 15¢ (originally thought to be 20¢) or equal to approximately $3800 in order that the district be able to take advantage of the State Supplemental Aid Program in the amount of approximately $12,000. The Board felt the district to be indire need of the additional finances. The exact amount is to be set by County Superintendent of Schools with agreement of the School Administrator.

TEACHERS STATUS: Mr. Massie informed the Board that he had been in touch with Mrs. Frances Feaver, and she stated to him that the Medical Specialist had informed her that there was no reason why she could not continue teaching as long as she progressed as she has been.

CLASS ENROLLMENT: Mr. Massie discussed class enrollment with the Board and also the offer employment of Mrs. Louise Sussman of Greeley, Colorado, at a salary of $6,000. It was decided that because of the size of the 1st grade and 6th grade that Mr. Massie should seek to employ a half time teacher in each of these areas. It was also felt that due to the fact that we need two female teachers in the upper gradés and a male teacher in the intermediate grades, Mr. Massie should ask Mrs. Lucille Kramer to teach the 6th grade and Mr. Norman Carlson to teach the 5th grade.

ADJOURMENT: was by motion of Bud Barberich, seconded by Bruce Blacksill

Respectfully submitted:

James G. Massie,
Secretary to the Board

Approved by:

John Moran, President

WCESD BOARD OF TRUSTEES

ITEM NO. V.A.2
DATE: August 14, 2018

SUBJECT TITLE: FINANCIAL REPORTS

Action _____ Discussion _____ Information ___√___

BACKGROUND

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

CONSIDERATION

The *Cash in County Treasury Report* for June 2018 and July 2018 follows for your review.

Cash In County Treasury
Aggregate

From 6/1/2018 thru 6/30/2018
Fund: 0100 (6150 60001) General Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 6/1/2018							$2,551,954.14
6/7/2018	TF -181846	17-18 TEETER 3RD	$14,340.30	$0.00	$8,099,766.71	$5,533,472.27	$2,566,294.44
6/11/2018	TF -181918	17-18 2ND HOA	$1,317.20	$0.00	$8,101,083.91	$5,533,472.27	$2,567,611.64
6/20/2018	APY -20186	Accounts Payable 6/20/2018	$0.00	$31,589.02	$8,101,083.91	$5,565,061.29	$2,536,022.62
6/21/2018	TF -181915	JV#1368 JAN-JUNE`18 HLTH SVCS FORMS	$0.00	$26.99	$8,101,083.91	$5,565,088.28	$2,535,995.63
6/21/2018	TF -181916	JV#1369 JAN-JUNE`18 CONTR NURSING SVCS	$0.00	$2,854.50	$8,101,083.91	$5,567,942.78	$2,533,141.13
6/22/2018	APY -20171	Cancel Warrant #512064679	$38.63	$0.00	$8,101,122.54	$5,567,942.78	$2,533,179.76
6/22/2018	APY -20186	Accounts Payable 6/22/2018	$0.00	$19,222.51	$8,101,122.54	$5,587,165.29	$2,513,957.25
6/22/2018	CA -40324	408683 FACC INS RE	$6,263.72	$0.00	$8,107,386.26	$5,587,165.29	$2,520,220.97
6/22/2018	CA -40324	408683 MAY INS RE	$9,472.60	$0.00	$8,116,858.86	$5,587,165.29	$2,529,693.57
6/22/2018	CA -40324	408683 MEND INS	$1,522.74	$0.00	$8,118,381.60	$5,587,165.29	$2,531,216.31
6/22/2018	CA -40324	408683 ZOO TRIP RE	$65.00	$0.00	$8,118,446.60	$5,587,165.29	$2,531,281.31
6/22/2018	TF -181925	JV#1377 17-18 EPA 4TH QTR APPT-JUNE 2018	$164,052.00	$0.00	$8,282,498.60	$5,587,165.29	$2,695,333.31
6/22/2018	TF -181950	JV#1389 17-18 4TH APPT FOR TITLE I; ESSA	$13,123.00	$0.00	$8,295,621.60	$5,587,165.29	$2,708,456.31
6/26/2018	TF -181936	#1365 FICA CHARGES-6/30/2018 PAYROLL	$0.00	$4,387.48	$8,295,621.60	$5,591,552.77	$2,704,068.83
6/26/2018	TF -181941	# MEDICARE CHRGS FOR 6/30/2015 PAYROLL	$0.00	$3,614.86	$8,295,621.60	$5,595,167.63	$2,700,453.97
6/26/2018	TF -181948	#1371 PERS DIST CHRGS-JUNE 2018 REG PAYR	$0.00	$6,713.58	$8,295,621.60	$5,601,881.21	$2,693,740.39
6/26/2018	TF -181954	#1372 STRS DIST CHRGS-JUNE 2018 REG PAYR	$0.00	$24,727.37	$8,295,621.60	$5,626,608.58	$2,669,013.02
6/26/2018	TF -181989	17-18 3RD QTR-2ND INTEREST DISTRIBUTION	$9,470.05	$0.00	$8,305,091.65	$5,626,608.58	$2,678,483.07
6/29/2018	TF -181986	JV#1417 17-18 3RD QTR. LOTTERY	$26,270.89	$0.00	$8,331,362.54	$5,626,608.58	$2,704,753.96
6/29/2018	TF -181997	JV#1426 17-18 P2 APPORTIONMENT	$235,924.00	$2,531.00	$8,567,286.54	$5,629,139.58	$2,938,146.96
6/29/2018	TF -182001	JV#1428 17-18 JUNE STATE APPT	$10,066.00	$0.00	$8,577,352.54	$5,629,139.58	$2,948,212.96
6/29/2018	TF -182006	17-18 JUNE ERAF-SB 1096 VLF	$10,588.61	$0.00	$8,587,941.15	$5,629,139.58	$2,958,801.57
6/29/2018	TF -182007	17-18 P11 CURRENT SECURED SUPP	$840.86	$0.00	$8,588,782.01	$5,629,139.58	$2,959,642.43
6/29/2018	PAY -62918	PAYROLL 6/29/2018	$112,684.04	$326,388.25	$8,701,466.05	$5,955,527.83	$2,745,938.22
6/30/2018	LB -180000	Liabilities Setup	$72.34	$72.34	$8,701,538.39	$5,955,600.17	$2,745,938.22
6/30/2018	LB -180001	Liabilities Setup	$72.34	$72.34	$8,701,610.73	$5,955,672.51	$2,745,938.22
6/30/2018	LB -180002	Liabilities Setup	$87.44	$87.44	$8,701,698.17	$5,955,759.95	$2,745,938.22
6/30/2018	LB -180003	Liabilities Setup	$87.44	$87.44	$8,701,785.61	$5,955,847.39	$2,745,938.22
6/30/2018	LB -180004	Liabilities Setup	$87.44	$87.44	$8,701,873.05	$5,955,934.83	$2,745,938.22
6/30/2018	LB -180005	Liabilities Setup	$96.08	$96.08	$8,701,969.13	$5,956,030.91	$2,745,938.22
6/30/2018	LB -180006	Liabilities Setup	$96.08	$96.08	$8,702,065.21	$5,956,126.99	$2,745,938.22
6/30/2018	LB -180012	Liabilities UpdateNew	$72.34	$72.34	$8,702,137.55	$5,956,199.33	$2,745,938.22
6/30/2018	LB -180013	Liabilities Setup	$296.09	$296.09	$8,702,433.64	$5,956,495.42	$2,745,938.22
6/30/2018	LB -180013	Liabilities UpdateNew	$130.55	$130.55	$8,702,564.19	$5,956,625.97	$2,745,938.22
6/30/2018	LB -180013	Liabilities UpdateOld	$296.09	$296.09	$8,702,860.28	$5,956,922.06	$2,745,938.22
6/30/2018	LB -180014	Liabilities Setup	$1,745.46	$1,745.46	$8,704,605.74	$5,958,667.52	$2,745,938.22
6/30/2018	LB -180015	Liabilities Setup	$2,504.25	$2,504.25	$8,707,109.99	$5,961,171.77	$2,745,938.22

Cash In County Treasury
Aggregate

From 6/1/2018 thru 6/30/2018
Fund: 0100 (6150 60001) General Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
6/30/2018	LB -180016	Liabilities Setup	$323.37	$323.37	$8,707,433.36	$5,961,495.14	$2,745,938.22
6/30/2018	LB -180017	Liabilities Setup	$2,436.09	$2,436.09	$8,709,869.45	$5,963,931.23	$2,745,938.22
6/30/2018	LB -180019	Liabilities Setup	$1.62	$1.62	$8,709,871.07	$5,963,932.85	$2,745,938.22
6/30/2018	LB -180020	Liabilities Setup	$37.74	$37.74	$8,709,908.81	$5,963,970.59	$2,745,938.22
6/30/2018	LB -180021	Liabilities Setup	$73.69	$73.69	$8,709,982.50	$5,964,044.28	$2,745,938.22
6/30/2018	LB -180022	Liabilities Setup	$150.49	$150.49	$8,710,132.99	$5,964,194.77	$2,745,938.22
6/30/2018	LB -180023	Liabilities Setup	$50.93	$50.93	$8,710,183.92	$5,964,245.70	$2,745,938.22
6/30/2018	LB -180024	Liabilities Setup	$475.00	$475.00	$8,710,658.92	$5,964,720.70	$2,745,938.22
6/30/2018	LB -180025	Liabilities Setup	$927.42	$927.42	$8,711,586.34	$5,965,648.12	$2,745,938.22
6/30/2018	LB -180026	Liabilities Setup	$616.54	$616.54	$8,712,202.88	$5,966,264.66	$2,745,938.22
6/30/2018	LB -180027	Liabilities Setup	$917.79	$917.79	$8,713,120.67	$5,967,182.45	$2,745,938.22
6/30/2018	LB -180028	Liabilities Setup	$124.18	$124.18	$8,713,244.85	$5,967,306.63	$2,745,938.22
6/30/2018	LB -180029	Liabilities Setup	$519.79	$519.79	$8,713,764.64	$5,967,826.42	$2,745,938.22
6/30/2018	LB -180030	Liabilities Setup	$1,079.75	$1,079.75	$8,714,844.39	$5,968,906.17	$2,745,938.22
6/30/2018	LB -180031	Liabilities Setup	$27,993.84	$27,993.84	$8,742,838.23	$5,996,900.01	$2,745,938.22
6/30/2018	LB -180032	Liabilities Setup	$12,000.00	$12,000.00	$8,754,838.23	$6,008,900.01	$2,745,938.22
6/30/2018	LB -180034	Liabilities Setup	$4,575.00	$4,575.00	$8,759,413.23	$6,013,475.01	$2,745,938.22
6/30/2018	LB -180035	Liabilities Setup	$280.00	$280.00	$8,759,693.23	$6,013,755.01	$2,745,938.22
6/30/2018	LB -180036	Liabilities Setup	$3,520.00	$3,520.00	$8,763,213.23	$6,017,275.01	$2,745,938.22
6/30/2018	LB -180037	Liabilities Setup	$1,503.00	$1,503.00	$8,764,716.23	$6,018,778.01	$2,745,938.22
6/30/2018	LB -180038	Liabilities Setup	$14,665.30	$14,665.30	$8,779,381.53	$6,033,443.31	$2,745,938.22
6/30/2018	LB -180042	Liabilities Setup	$375.00	$375.00	$8,779,756.53	$6,033,818.31	$2,745,938.22
6/30/2018	LB -180043	Liabilities Setup	$61.57	$61.57	$8,779,818.10	$6,033,879.88	$2,745,938.22
6/30/2018	LB -180047	Liabilities Setup	$49.00	$49.00	$8,779,867.10	$6,033,928.88	$2,745,938.22
6/30/2018	LB -180048	Liabilities Setup	$351.21	$351.21	$8,780,218.31	$6,034,280.09	$2,745,938.22
6/30/2018	LB -180049	Liabilities Setup	$678.38	$678.38	$8,780,896.69	$6,034,958.47	$2,745,938.22
6/30/2018	LB -180050	Liabilities Setup	$525.00	$525.00	$8,781,421.69	$6,035,483.47	$2,745,938.22
6/30/2018	LB -180051	Liabilities Setup	$139.28	$139.28	$8,781,560.97	$6,035,622.75	$2,745,938.22
6/30/2018	LB -180052	Liabilities Setup	$871.46	$871.46	$8,782,432.43	$6,036,494.21	$2,745,938.22
6/30/2018	LB -180053	Liabilities Setup	$112.30	$112.30	$8,782,544.73	$6,036,606.51	$2,745,938.22
6/30/2018	LB -180054	Liabilities Setup	$6.40	$6.40	$8,782,551.13	$6,036,612.91	$2,745,938.22
6/30/2018	LB -180055	Liabilities Setup	$946.16	$946.16	$8,783,497.29	$6,037,559.07	$2,745,938.22
6/30/2018	LB -180056	Liabilities Setup	$346.57	$346.57	$8,783,843.86	$6,037,905.64	$2,745,938.22
6/30/2018	LB -180057	Liabilities Setup	$545.15	$545.15	$8,784,389.01	$6,038,450.79	$2,745,938.22
6/30/2018	PAY -71018	PAYROLL 6/30/2018	$23,831.01	$23,831.01	$8,808,220.02	$6,062,281.80	$2,745,938.22
	Total Activity		$722,793.61	$528,809.53			
	Ending Balance				$8,808,220.02	$6,062,281.80	$2,745,938.22

Cash In County Treasury
Aggregate

From 6/1/2018 thru 6/30/2018
Fund: 1200 (6150 60012) Child Development Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 6/1/2018							$124,634.31
6/20/2018	APY -20186	Accounts Payable 6/20/2018	$0.00	$39.36	$296,287.28	$171,692.33	$124,594.95
6/22/2018	APY -20186	Accounts Payable 6/22/2018	$0.00	$488.69	$296,287.28	$172,181.02	$124,106.26
6/22/2018	CA -40324	408683 PRESC HLT INS	$414.28	$0.00	$296,701.56	$172,181.02	$124,520.54
6/22/2018	CA -40324	408683 PRESCH APTMNT	$15,631.00	$0.00	$312,332.56	$172,181.02	$140,151.54
6/26/2018	TF -181948	#1371 PERS DIST CHRGS-JUNE 2018 REG PAYR	$0.00	$386.81	$312,332.56	$172,567.83	$139,764.73
6/26/2018	TF -181954	#1372 STRS DIST CHRGS-JUNE 2018 REG PAYR	$0.00	$659.74	$312,332.56	$173,227.57	$139,104.99
6/26/2018	TF -181989	17-18 3RD QTR-2ND INTEREST DISTRIBUTION	$443.18	$0.00	$312,775.74	$173,227.57	$139,548.17
6/29/2018	PAY -62918	PAYROLL 6/29/2018	$2,931.24	$16,195.93	$315,706.98	$189,423.50	$126,283.48
6/30/2018	LB -180007	Liabilities Setup	$13.12	$13.12	$315,720.10	$189,436.62	$126,283.48
6/30/2018	LB -180008	Liabilities Setup	$13.12	$13.12	$315,733.22	$189,449.74	$126,283.48
6/30/2018	LB -180009	Liabilities Setup	$13.12	$13.12	$315,746.34	$189,462.86	$126,283.48
6/30/2018	LB -180010	Liabilities Setup	$13.12	$13.12	$315,759.46	$189,475.98	$126,283.48
6/30/2018	LB -180011	Liabilities Setup	$13.12	$13.12	$315,772.58	$189,489.10	$126,283.48
6/30/2018	LB -180012	Liabilities Setup	$13.12	$13.12	$315,785.70	$189,502.22	$126,283.48
6/30/2018	LB -180012	Liabilities UpdateOld	$13.12	$13.12	$315,798.82	$189,515.34	$126,283.48
	Total Activity		$19,511.54	$17,862.37			
	Ending Balance				$315,798.82	$189,515.34	$126,283.48

Cash In County Treasury
Aggregate

From 6/1/2018 thru 6/30/2018
Fund: 1300 (6150 60008) Cafeteria Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 6/1/2018							$155,791.42
6/8/2018	CA -40206	407959 ad mls 6/8	$46.25	$0.00	$486,663.41	$330,825.74	$155,837.67
6/14/2018	CA -40260	408270 ad mls 6/14	$125.00	$0.00	$486,788.41	$330,825.74	$155,962.67
6/20/2018	APY -20186	Accounts Payable 6/20/2018	$0.00	$7,987.64	$486,788.41	$338,813.38	$147,975.03
6/22/2018	APY -20186	Accounts Payable 6/22/2018	$0.00	$6,756.67	$486,788.41	$345,570.05	$141,218.36
6/22/2018	CA -40324	408683 APR ADLT MLS	$529.50	$0.00	$487,317.91	$345,570.05	$141,747.86
6/22/2018	CA -40324	408683 apr fed bk re	$6,151.66	$0.00	$493,469.57	$345,570.05	$147,899.52
6/22/2018	CA -40324	408683 apr fed lun r	$22,300.60	$0.00	$515,770.17	$345,570.05	$170,200.12
6/22/2018	CA -40324	408683 apr fed reim	$369.60	$0.00	$516,139.77	$345,570.05	$170,569.72
6/22/2018	CA -40324	408683 apr fed sn re	$3,178.56	$0.00	$519,318.33	$345,570.05	$173,748.28
6/22/2018	CA -40324	408683 apr st bk rei	$681.19	$0.00	$519,999.52	$345,570.05	$174,429.47
6/22/2018	CA -40324	408683 apr st lun re	$1,581.92	$0.00	$521,581.44	$345,570.05	$176,011.39
6/26/2018	TF -181948	#1371 PERS DIST CHRGS-JUNE 2018 REG PAYR	$0.00	$1,271.02	$521,581.44	$346,841.07	$174,740.37
6/26/2018	TF -181989	17-18 3RD QTR-2ND INTEREST DISTRIBUTION	$590.53	$0.00	$522,171.97	$346,841.07	$175,330.90
6/29/2018	PAY -62918	PAYROLL 6/29/2018	$2,898.25	$16,273.52	$525,070.22	$363,114.59	$161,955.63
6/30/2018	LB -180018	Liabilities Setup	$285.00	$285.00	$525,355.22	$363,399.59	$161,955.63
6/30/2018	LB -180033	Liabilities Setup	$15.36	$15.36	$525,370.58	$363,414.95	$161,955.63
6/30/2018	LB -180039	Liabilities Setup	$94.25	$94.25	$525,464.83	$363,509.20	$161,955.63
6/30/2018	LB -180040	Liabilities Setup	$83.02	$83.02	$525,547.85	$363,592.22	$161,955.63
6/30/2018	LB -180041	Liabilities Setup	$81.05	$81.05	$525,628.90	$363,673.27	$161,955.63
6/30/2018	LB -180044	Liabilities Setup	$347.39	$347.39	$525,976.29	$364,020.66	$161,955.63
6/30/2018	LB -180045	Liabilities Setup	$35.54	$35.54	$526,011.83	$364,056.20	$161,955.63
6/30/2018	LB -180046	Liabilities Setup	$1,578.50	$1,578.50	$527,590.33	$365,634.70	$161,955.63
6/30/2018	LB -180058	Liabilities Setup	$205.00	$205.00	$527,795.33	$365,839.70	$161,955.63
6/30/2018	PAY -71018	PAYROLL 6/30/2018	$1,204.34	$1,204.34	$528,999.67	$367,044.04	$161,955.63
	Total Activity		$42,382.51	$36,218.30			
	Ending Balance				$528,999.67	$367,044.04	$161,955.63

Cash In County Treasury
Aggregate

From 6/1/2018 thru 6/30/2018
Fund: 1400 (6150 60005) Deferred Maintenance Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 6/1/2018							$85,611.33
6/22/2018	APY -20186	Accounts Payable 6/22/2018	$0.00	$10,445.93	$102,152.93	$26,987.53	$75,165.40
6/26/2018	TF -181989	17-18 3RD QTR-2ND INTEREST DISTRIBUTION	$395.80	$0.00	$102,548.73	$26,987.53	$75,561.20
	Total Activity		$395.80	$10,445.93			
	Ending Balance				$102,548.73	$26,987.53	$75,561.20

Cash In County Treasury
Aggregate

From 6/1/2018 thru 6/30/2018
Fund: 1500 (6150 60010) Pupil Transportation Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 6/1/2018							$46,830.76
6/26/2018	TF -181989	17-18 3RD QTR-2ND INTEREST DISTRIBUTION	$187.69	$0.00	$47,018.45	$0.00	$47,018.45
	Total Activity		$187.69	$0.00			
	Ending Balance				$47,018.45	$0.00	$47,018.45

Cash In County Treasury
Aggregate

From 6/1/2018 thru 6/30/2018
Fund: 1700 (6150 60020) Special Reserve Fund for Other Than Capital Outlay Projects

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 6/1/2018							$106,653.01
6/26/2018	TF -181989	17-18 3RD QTR-2ND INTEREST DISTRIBUTION	$427.46	$0.00	$107,080.47	$0.00	$107,080.47
	Total Activity		$427.46	$0.00			
	Ending Balance				$107,080.47	$0.00	$107,080.47

Cash In County Treasury
Aggregate

From 6/1/2018 thru 6/30/2018
Fund: 2000 (6150 60078) Special Reserve Fund for Postemployment Benefits

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 6/1/2018							$287,620.70
6/26/2018	TF -181989	17-18 3RD QTR-2ND INTEREST DISTRIBUTION	$1,152.76	$0.00	$288,773.46	$0.00	$288,773.46
	Total Activity		$1,152.76	$0.00			
	Ending Balance				$288,773.46	$0.00	$288,773.46

Cash In County Treasury
Aggregate

From 6/1/2018 thru 6/30/2018
Fund: 2100 (6150 65069) Building Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 6/1/2018							$320.23
6/26/2018	TF -181989	17-18 3RD QTR-2ND INTEREST DISTRIBUTION	$1.28	$0.00	$321.51	$0.00	$321.51
	Total Activity		$1.28	$0.00			
	Ending Balance				$321.51	$0.00	$321.51

Cash In County Treasury
Aggregate

From 6/1/2018 thru 6/30/2018
Fund: 2500 (6150 60006) Capital Facilities Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 6/1/2018							$14,294.19
6/26/2018	TF -181989	17-18 3RD QTR-2ND INTEREST DISTRIBUTION	$57.29	$0.00	$14,351.48	$0.00	$14,351.48
	Total Activity		$57.29	$0.00			
	Ending Balance				$14,351.48	$0.00	$14,351.48

Cash In County Treasury
Aggregate

From 6/1/2018 thru 6/30/2018
Fund: 3500 (6150 60066) County School Facilities Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 6/1/2018							$14,306.67
6/26/2018	TF -181989	17-18 3RD QTR-2ND INTEREST DISTRIBUTION	$57.34	$0.00	$14,364.01	$0.00	$14,364.01
	Total Activity		$57.34	$0.00			
	Ending Balance				$14,364.01	$0.00	$14,364.01

Cash In County Treasury
Aggregate

From 6/1/2018 thru 6/30/2018
Fund: 4000 (6150 60015) Special Reserve Fund for Capital Outlay Projects

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 6/1/2018							$13,542.75
6/26/2018	TF -181989	17-18 3RD QTR-2ND INTEREST DISTRIBUTION	$54.28	$0.00	$13,597.03	$0.00	$13,597.03
	Total Activity		$54.28	$0.00			
	Ending Balance				$13,597.03	$0.00	$13,597.03

Cash In County Treasury
Aggregate

From 6/1/2018 thru 6/30/2018
Fund: 5100 (6150 65070) Bond Interest and Redemption Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of 6/1/2018							$21,847.11
6/7/2018	TF -181846	17-18 TEETER 3RD	$1,312.81	$0.00	$52,337.28	$29,177.36	$23,159.92
6/11/2018	TF -181918	17-18 2ND HOA	$232.13	$0.00	$52,569.41	$29,177.36	$23,392.05
6/26/2018	TF -181989	17-18 3RD QTR-2ND INTEREST DISTRIBUTION	$47.37	$0.00	$52,616.78	$29,177.36	$23,439.42
6/29/2018	TF -182007	17-18 P11 CURRENT SECURED SUPP	$49.24	$0.00	$52,666.02	$29,177.36	$23,488.66
	Total Activity		$1,641.55	$0.00			
	Ending Balance				$52,666.02	$29,177.36	$23,488.66

Cash In County Treasury
Aggregate

From 7/1/2018 thru 7/31/2018
Fund: 0100 (6150 60001) General Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
7/1/2018	BB -0	BeginningBalanceRollover	$4,391,936.75	$1,645,998.53	$4,391,936.75	$1,645,998.53	$2,745,938.22
7/1/2018	TF -190177	17-18 4TH QTR-1ST INTEREST DISTRIBUTION	$1,122.20	$0.00	$4,393,058.95	$1,645,998.53	$2,747,060.42
7/5/2018	TF -190009	#0008 STRS DIST CONT - JULY 2018 SUPP PAYI	$0.00	$1,636.38	$4,393,058.95	$1,647,634.91	$2,745,424.04
7/5/2018	TF -190010	#0009 PERS DIST CHRGS-JULY 10, 2018 PAYRO	$0.00	$700.30	$4,393,058.95	$1,648,335.21	$2,744,723.74
7/5/2018	TF -190014	#0006 FICA CHRGS-7/10/2018 PAYROLL	$0.00	$406.39	$4,393,058.95	$1,648,741.60	$2,744,317.35
7/5/2018	TF -190015	#0007 MEDICARE CHRGS-7/10/18 PAYROLL	$0.00	$261.31	$4,393,058.95	$1,649,002.91	$2,744,056.04
7/5/2018	TF -190018	JV#14 FR 0100 TO 1400 PER RES 17/18-13	$0.00	$42,000.00	$4,393,058.95	$1,691,002.91	$2,702,056.04
7/5/2018	TF -190019	JV#15 FR 0100 TO 1500 PER RES 17/18-14	$0.00	$38,605.00	$4,393,058.95	$1,729,607.91	$2,663,451.04
7/5/2018	TF -190020	JV#16 FR 0100 TO 2000 PER RES 17/18-15	$0.00	$138,999.00	$4,393,058.95	$1,868,606.91	$2,524,452.04
7/5/2018	TF -190021	JV#17 FR 0100 TO 4000 PER RES 17/18-16	$0.00	$11,705.00	$4,393,058.95	$1,880,311.91	$2,512,747.04
7/6/2018	TF -190022	#0020 SUI CHARGES 2ND QUARTER 2018	$0.00	$374.55	$4,393,058.95	$1,880,686.46	$2,512,372.49
7/10/2018	PAY -71018	PAYROLL 7/10/2018	$3,411.40	$20,419.61	$4,396,470.35	$1,901,106.07	$2,495,364.28
7/11/2018	APY -20187	Accounts Payable 7/11/2018	$0.00	$52,942.27	$4,396,470.35	$1,954,048.34	$2,442,422.01
7/16/2018	TF -190040	JV#0034 4TH QTR LIVE SCAN CHGS	$0.00	$20.00	$4,396,470.35	$1,954,068.34	$2,442,402.01
7/18/2018	APCP-20184	Cancel Warrant #512105070	$599.16	$0.00	$4,397,069.51	$1,954,068.34	$2,443,001.17
7/18/2018	APY -20187	Accounts Payable 7/18/2018	$0.00	$144.68	$4,397,069.51	$1,954,213.02	$2,442,856.49
7/18/2018	LB -201871	Accounts Payable 7/18/2018	$0.00	$7,811.22	$4,397,069.51	$1,962,024.24	$2,435,045.27
7/25/2018	TF -190107	JV#64 17-18 4TH APPT FOR TITLE III, PART A; I	$3,577.00	$0.00	$4,400,646.51	$1,962,024.24	$2,438,622.27
7/26/2018	TF -190099	#0058 PERS DIST CHRGS-JULY 2018 REG PAYR	$0.00	$4,112.69	$4,400,646.51	$1,966,136.93	$2,434,509.58
7/26/2018	TF -190100	#0059 STRS DIST CONT FOR JULY 2018 REG RE	$0.00	$1,990.73	$4,400,646.51	$1,968,127.66	$2,432,518.85
7/26/2018	TF -190105	#0040 FICA CHARGES-JULY 2018 PAYROLL	$0.00	$1,504.90	$4,400,646.51	$1,969,632.56	$2,431,013.95
7/26/2018	TF -190108	#0041 MEDICARE CHRGS-JULY 2018 REG PAYI	$0.00	$530.34	$4,400,646.51	$1,970,162.90	$2,430,483.61
7/27/2018	APY -20187	Accounts Payable 7/27/2018	$0.00	$88,575.16	$4,400,646.51	$2,058,738.06	$2,341,908.45
7/27/2018	LB -201872	Accounts Payable 7/27/2018	$0.00	$74,519.56	$4,400,646.51	$2,133,257.62	$2,267,388.89
7/27/2018	TF -190131	JV#71 18-19 ADV. PRINC. APPORT-JULY 2018	$180,014.00	$0.00	$4,580,660.51	$2,133,257.62	$2,447,402.89
7/27/2018	TF -190133	JV#73 18-19 ST. APPORTIONMENT SPEC ED- J	$5,641.00	$0.00	$4,586,301.51	$2,133,257.62	$2,453,043.89
7/31/2018	PAY -73118	PAYROLL 7/31/2018	$9,084.57	$162,555.28	$4,595,386.08	$2,295,812.90	$2,299,573.18
	Total Activity		$4,595,386.08	$2,295,812.90			
	Ending Balance				$4,595,386.08	$2,295,812.90	$2,299,573.18

Cash In County Treasury
Aggregate

From 7/1/2018 thru 7/31/2018
Fund: 1200 (6150 60012) Child Development Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
7/1/2018	BB -0	BeginningBalanceRollover	$136,814.56	$10,531.08	$136,814.56	$10,531.08	$126,283.48
7/1/2018	TF -190177	17-18 4TH QTR-1ST INTEREST DISTRIBUTION	$56.41	$0.00	$136,870.97	$10,531.08	$126,339.89
7/11/2018	APY -20187	Accounts Payable 7/11/2018	$0.00	$1,591.65	$136,870.97	$12,122.73	$124,748.24
7/18/2018	APCP-20184	Cancel Warrant #512105071	$65.60	$0.00	$136,936.57	$12,122.73	$124,813.84
7/18/2018	LB -201871	Accounts Payable 7/18/2018	$0.00	$65.60	$136,936.57	$12,188.33	$124,748.24
7/26/2018	TF -190099	#0058 PERS DIST CHRGS-JULY 2018 REG PAYR	$0.00	$60.93	$136,936.57	$12,249.26	$124,687.31
7/31/2018	PAY -73118	PAYROLL 7/31/2018	$69.84	$433.15	$137,006.41	$12,682.41	$124,324.00
	Total Activity		$137,006.41	$12,682.41			
	Ending Balance				$137,006.41	$12,682.41	$124,324.00

Cash In County Treasury
Aggregate

From 7/1/2018 thru 7/31/2018
Fund: 1300 (6150 60008) Cafeteria Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
7/1/2018	BB -0	BeginningBalanceRollover	$161,955.63	$0.00	$161,955.63	$0.00	$161,955.63
7/1/2018	TF -190177	17-18 4TH QTR-1ST INTEREST DISTRIBUTION	$68.26	$0.00	$162,023.89	$0.00	$162,023.89
7/5/2018	TF -190010	#0009 PERS DIST CHRGS-JULY 10, 2018 PAYRO	$0.00	$74.58	$162,023.89	$74.58	$161,949.31
7/10/2018	PAY -71018	PAYROLL 7/10/2018	$96.46	$1,107.88	$162,120.35	$1,182.46	$160,937.89
7/11/2018	APY -20187	Accounts Payable 7/11/2018	$0.00	$891.23	$162,120.35	$2,073.69	$160,046.66
7/26/2018	TF -190099	#0058 PERS DIST CHRGS-JULY 2018 REG PAYR	$0.00	$198.55	$162,120.35	$2,272.24	$159,848.11
7/27/2018	APY -20187	Accounts Payable 7/27/2018	$0.00	$2,074.00	$162,120.35	$4,346.24	$157,774.11
7/27/2018	LB -201872	Accounts Payable 7/27/2018	$0.00	$2,725.11	$162,120.35	$7,071.35	$155,049.00
7/31/2018	PAY -73118	PAYROLL 7/31/2018	$227.57	$1,411.50	$162,347.92	$8,482.85	$153,865.07
	Total Activity		$162,347.92	$8,482.85			
	Ending Balance				$162,347.92	$8,482.85	$153,865.07

Cash In County Treasury
Aggregate

From 7/1/2018 thru 7/31/2018
Fund: 1400 (6150 60005) Deferred Maintenance Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
7/1/2018	BB -0	BeginningBalanceRollover	$75,561.20	$0.00	$75,561.20	$0.00	$75,561.20
7/1/2018	TF -190177	17-18 4TH QTR-1ST INTEREST DISTRIBUTION	$36.35	$0.00	$75,597.55	$0.00	$75,597.55
7/5/2018	TF -190018	JV#14 FR 0100 TO 1400 PER RES 17/18-13	$42,000.00	$0.00	$117,597.55	$0.00	$117,597.55
	Total Activity		$117,597.55	$0.00			
	Ending Balance				$117,597.55	$0.00	$117,597.55

Cash In County Treasury
Aggregate

From 7/1/2018 thru 7/31/2018
Fund: 1500 (6150 60010) Pupil Transportation Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
7/1/2018	BB -0	BeginningBalanceRollover	$47,018.45	$0.00	$47,018.45	$0.00	$47,018.45
7/1/2018	TF -190177	17-18 4TH QTR-1ST INTEREST DISTRIBUTION	$20.13	$0.00	$47,038.58	$0.00	$47,038.58
7/5/2018	TF -190019	JV#15 FR 0100 TO 1500 PER RES 17/18-14	$38,605.00	$0.00	$85,643.58	$0.00	$85,643.58
	Total Activity		$85,643.58	$0.00			
	Ending Balance				$85,643.58	$0.00	$85,643.58

Cash In County Treasury
Aggregate

From 7/1/2018 thru 7/31/2018
Fund: 1700 (6150 60020) Special Reserve Fund for Other Than Capital Outlay Projects

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
7/1/2018	BB -0	BeginningBalanceRollover	$107,080.47	$0.00	$107,080.47	$0.00	$107,080.47
7/1/2018	TF -190177	17-18 4TH QTR-1ST INTEREST DISTRIBUTION	$45.84	$0.00	$107,126.31	$0.00	$107,126.31
	Total Activity		$107,126.31	$0.00			
	Ending Balance				$107,126.31	$0.00	$107,126.31

Cash In County Treasury
Aggregate

From 7/1/2018 thru 7/31/2018
Fund: 2000 (6150 60078) Special Reserve Fund for Postemployment Benefits

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
7/1/2018	BB -0	BeginningBalanceRollover	$288,773.46	$0.00	$288,773.46	$0.00	$288,773.46
7/1/2018	TF -190177	17-18 4TH QTR-1ST INTEREST DISTRIBUTION	$123.62	$0.00	$288,897.08	$0.00	$288,897.08
7/5/2018	TF -190020	JV#16 FR 0100 TO 2000 PER RES 17/18-15	$138,999.00	$0.00	$427,896.08	$0.00	$427,896.08
	Total Activity		$427,896.08	$0.00			
	Ending Balance				$427,896.08	$0.00	$427,896.08

Cash In County Treasury
Aggregate

From 7/1/2018 thru 7/31/2018
Fund: 2100 (6150 65069) Building Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
7/1/2018	BB -0	BeginningBalanceRollover	$321.51	$0.00	$321.51	$0.00	$321.51
7/1/2018	TF -190177	17-18 4TH QTR-1ST INTEREST DISTRIBUTION	$0.14	$0.00	$321.65	$0.00	$321.65
	Total Activity		$321.65	$0.00			
	Ending Balance				$321.65	$0.00	$321.65

Cash In County Treasury
Aggregate

From 7/1/2018 thru 7/31/2018
Fund: 2500 (6150 60006) Capital Facilities Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
7/1/2018	BB -0	BeginningBalanceRollover	$14,351.48	$0.00	$14,351.48	$0.00	$14,351.48
7/1/2018	TF -190177	17-18 4TH QTR-1ST INTEREST DISTRIBUTION	$6.14	$0.00	$14,357.62	$0.00	$14,357.62
	Total Activity		$14,357.62	$0.00			
	Ending Balance				$14,357.62	$0.00	$14,357.62

Cash In County Treasury
Aggregate

From 7/1/2018 thru 7/31/2018
Fund: 3500 (6150 60066) County School Facilities Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
7/1/2018	BB -0	BeginningBalanceRollover	$14,364.01	$0.00	$14,364.01	$0.00	$14,364.01
7/1/2018	TF -190177	17-18 4TH QTR-1ST INTEREST DISTRIBUTION	$6.15	$0.00	$14,370.16	$0.00	$14,370.16
	Total Activity		$14,370.16	$0.00			
	Ending Balance				$14,370.16	$0.00	$14,370.16

Cash In County Treasury
Aggregate

From 7/1/2018 thru 7/31/2018
Fund: 4000 (6150 60015) Special Reserve Fund for Capital Outlay Projects

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
7/1/2018	BB -0	BeginningBalanceRollover	$13,597.03	$0.00	$13,597.03	$0.00	$13,597.03
7/1/2018	TF -190177	17-18 4TH QTR-1ST INTEREST DISTRIBUTION	$5.82	$0.00	$13,602.85	$0.00	$13,602.85
7/5/2018	TF -190021	JV#17 FR 0100 TO 4000 PER RES 17/18-16	$11,705.00	$0.00	$25,307.85	$0.00	$25,307.85
	Total Activity		$25,307.85	$0.00			
	Ending Balance				$25,307.85	$0.00	$25,307.85

Cash In County Treasury
Aggregate

From 7/1/2018 thru 7/31/2018
Fund: 5100 (6150 65070) Bond Interest and Redemption Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
7/1/2018	BB -0	BeginningBalanceRollover	$23,488.66	$0.00	$23,488.66	$0.00	$23,488.66
7/1/2018	TF -190177	17-18 4TH QTR-1ST INTEREST DISTRIBUTION	$8.99	$0.00	$23,497.65	$0.00	$23,497.65
7/12/2018	TF -190061	JV#0001828137 GO BOND PMTS	$0.00	$21,529.79	$23,497.65	$21,529.79	$1,967.86
	Total Activity		$23,497.65	$21,529.79			
	Ending Balance				$23,497.65	$21,529.79	$1,967.86

WCESD BOARD OF TRUSTEES

ITEM NO. V.A.3
DATE: August 14, 2018

SUBJECT TITLE: Quarterly Report on Williams Uniform Complaints

Action _____ Discussion ___√___ Information _____

BACKGROUND

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

CONSIDERATION

The Quarterly Report on Williams Uniform Complaints for the period ending July 31, 2018, follows for your review.

Quarterly Report on Williams Uniform Complaints

[Education Code § 35186]

District: Washington Colony Elementary

Person completing this form: Jesus Cruz Title: Superintendent

Quarterly Report Submission Date: (*check one*)

- ☐ April 2018
- ☒ July 2018
- ☐ October 2018
- ☐ January 2019

Date for information to be reported publicly at governing board meeting: August 14, 2018

Please check the box that applies:

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

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

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

Jesus Cruz

Print Name of District Superintendent

Jesus B. Cruz

Signature of District Superintendent

8/14/2018

Date

WCESD BOARD OF TRUSTEES

ITEM NO. V.A.4
DATE: August 14, 2018

SUBJECT TITLE: Easton Community Water System Authority Project Update

Action _____ Discussion __√__ Information _____

BACKGROUND

The Easton Community Water System Authority has been formed a joint powers authority between Washington Union High School and Washington Colony School in order to connect a new pipeline for potable water. Proposition 84 Grant funded the study and design of a project to construct a new well on the WUHS campus and provide a pipeline connection to the nearby existing Washington Colony School District (WCSD) well. Therefore, as a result an agreement was entered into between WUHS and WCSD jointly manage the water from the two newly connected wells in order to provide redundancy and water reliability for both schools.

CONSIDERATION

The pipeline connection project has been completed. Contractors are working on the final permanent pavement along Lincoln Avenue. In addition, the three fire hydrants have been installed two weeks ago along Lincoln Avenue (one at the corner of Lotus street and the other one by the bus barn driveway and the third one right at the corner of Lily and Lincoln). According to Jeff Dronyk based on the regular meetings he attends with the contractors for this pipeline project, contractors will be communicating with Jeff about doing the upgraded pump install at Washington Colony. There is no exact date yet but this will be done for sure in the next couple of months. This will require them to shut Washington Colony's water during this process. Jeff will make sure that the off duration of water is as short as possible. Therefore, according to Jeff, a lot needs to be done with this change over. It could be from just 1 day if no issues to several. We are expecting that this change over is completed during a school break.

WCESD BOARD OF TRUSTEES

ITEM NO. V.A.5
DATE: August 14, 2018

SUBJECT TITLE: Superintendent's Report

Action _____ Discussion _____ Information ___√___

BACKGROUND

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

CONSIDERATION

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

1) Professional Development Plan 2018 – 19** (attached for your review)
2) Prop 39 Final Project Completion Report Update 2018** (attached for your review)
3) Bus Replacement Grant/North Coast Pollution Control District Update** (attached for your review)

1) Professional Development Plan 2018 – 19** (attached for your review)

Washington Colony Elementary School
Professional Development Plan
2018-2019

2018-2019 Focus:

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

- Focus on Writing Across Curriculum, especially development of volume and stamina for increased rigor
- Standards-based instruction and increase in rigor (Literacy ELA-ELD Coach on site support)
- **Continue the Literacy Support**--Guided Reading systemic support grades K-5
- Continue the **Intervention Program/Supports and Reading Lab structures**
- **Closing the achievement gap for the following student groups: Special Education and English Learners**
- **Creating ELA/MATH/SCIENCE Assessments and Managing Data** in order to drive instruction around **Technology Integration**
- Full implementation of **Accelerated Reader (AR)** and expand reading selections.

K-5 Literacy

- Content:
  - Foundations of Reading
  - Co-teaching and Co-planning Guided Reading Lessons
  - Instructional planning using Literacy Assessments
  - Responding to struggling readers
  - Grade Level of In-Class coaching

6-8 Literacy

- Content:
  - Writing Across the Curriculum
  - Using the new Assessment Model to identify and plan for rigorous writing instruction and production.
  - Developing Writing Benchmark
  - Calibrate scoring and instructional planning using adopted ELA curriculum
- Coaching support for ELA/ELD cycles of coaching in classrooms
- Work with grades 6-8 on examining IABs, discussing instructional implications of results, developing writer's workshop practices in classroom, gathering of relevant and substantial student work for shared discussion

Visual and Performing Arts (VAPA): Professional Learning and Coaching

- Arts Integration PL & Coaching
- In class demonstration, observation, Co-Teaching Co-planning Lessons,
- Family Arts Night (F.A.N.) planning and support
- FCSS VAPA Consultant will develop a selection of interactive art experiences for students and parents which will be presented to staff at an early released session

- Teachers will complete the interactive art experience during this early release time and select which ones to include in the upcoming F.A.N.

Instructional Technology Services

- Content:
- Continue work with the focus being TK-5 teachers supporting the use of digital tools and online resources to support instruction. Three cycles of five days which include one day of PL (Mondays) and follow up support.
- Provide Instructional Support for the new SmartBoard Technology and Software integration.

STEM/MATH

- Writing Performance Tasks
  - 3rd - 5th grades only: Work on persevering through performance task: 10 days for working with 3rd – 5th grade math teachers on use of performance tasks, group work, communicating in math and scoring math work on a rubric.
- Reviewing the Standards for Mathematical Practice
- Curriculum Mapping – backwards mapping from the assessments (Block Assessments from SBAC) Pacing and supplemental resources that need to be in place.
- Coaching to CPM mathematics. Content-specific support instruction, curriculum and implementation and Benchmark development.
- Science: Teachers will attend NGSS workshops

ELD Focus

- ELD Standards implementation
- What is ELD? Exploring "Integrated" & "Designated"
- Exploring Classroom Practice
- Components of ELD Instruction
- ELD Interventions
- Monitoring implementation of ELD strategies in the classroom
- PL for Universal Design (UDL)

Systems and Leadership

Based on research systematic change occurs when leadership is involved in the learning, support and follow-up to new instructional initiatives. During this time, the district leadership team will engage in reflective conversations regarding communication, expectations, and follow-up of instructional initiatives as well as walk classrooms to look for evidence of implementation and student impact. Regular check-in/coaching with Superintendent/Principal and Vice Principal around systems and structures related to current status including the identification and refinement of assessment system in order to identify gaps and create action plans to address; including Instructional Rounds-type model.

2) Prop 39 Final Project Completion Report Update 2018**
(attached for your review)

IES Indoor Environmental Services

Your Partner for Green Facilities, Sustainability and Clean Technologies

FINAL PROJECT COMPLETION REPORT

Washington Colony Elementary School

130 East Lincoln Avenue

Fresno, CA 93706

P: (559) 233-0706

PREPARED FOR:

California Energy Commission

Energy Division

Local Assistance and Financing Office, MS-23

1516 Ninth Street

Sacramento, Ca 95814

PREPARED ON:
8/8/2018

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Section 1: Facility Background

Washington Colony Elementary School

Washington Colony Elementary School is located at 130 East Lincoln Avenue in Fresno, CA 93706. It is an elementary school serving approximately 427 students ranging from grades K-8 and provides instruction using 7 permanent buildings and 4 portable buildings. The total amount of occupied space is 37,956.

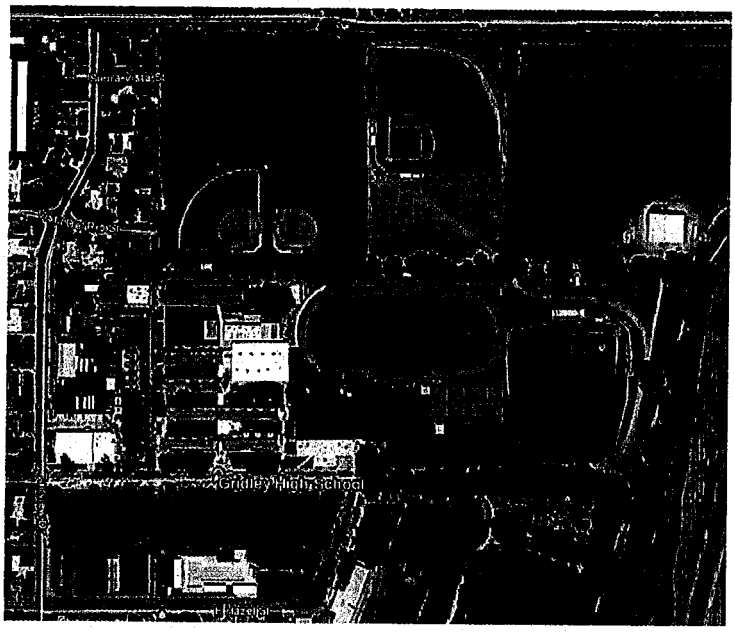


Figure 1: Aerial View

Utility Costs and Rate Schedules

The Washington Colony Elementary School facilities receive electricity services from Pacific Gas and Electric Company (PG&E) and gas services from Pacific Gas and Electric Company (PG&E). Monthly utility data is considered separately for each utility meter and each energy type (electricity, natural gas, propane, diesel, and water).

The following is a list of the meters associated with each energy type utilized at Washington Colony Elementary School:

Table 1: Electric Meter Numbers and Rate Schedules

Service Account Number	Meter Number	Rate Schedule
1490282160	1006408235	A1X
8865284707	1005722903	A1X
8906951829	1003872921	A10SX
8948617161	1003869506	A1X
9073617846	1009910205	A10SX

Table 2: Gas or Propane Meter Numbers and Rate Schedules

Service Account Number	Meter Number	Rate Schedule
8990284005	25950331	GNR1
9031951005	60869202	GNR1

The baseline utility data was submitted as part of the original Energy Expenditure Plan (EEP) and contained utility usage data from each of these meters during the fiscal period of July, 2014 to June, 2015. The utility data provided in the final utility analysis uses the data recovered from each of these meters during the period of May, 2017 to April, 2018.

Benchmarking

After a detailed audit of Washington Colony Elementary School , it is found that Washington Colony Elementary School is a prime candidate for a lighting and HVAC system retrofit. As part of the site evaluation we determined the Energy Utilization Analysis (EUA) to provide important information about the energy usage of the school. Listed in the table below is the Benchmarking Report for Washington Colony Elementary School :

Energy Use Data annual Summary								
Facility:	Washington Colony Elementary							
Utility (Electric):	PGE							
Utility (Gas):	PGE							
School Square Footage:	37,956							
		Electricity				Gas		Total Energy Costs
	Year	Average Peak Demand (KW)	Utility Energy Use (kWh)	Total Energy Use (kWh)	Electric Charge ($)	Total Gas Used (Therms)	Natural Gas Charges ($)	Total Charges ($)
Baseline:	**7/14-6/15**	**80**	**292,278**	**292,278**	**$62,176**	**7,992**	**$9,164**	**$71,340**
Final Total:	**5/17-4/18**	**146**	**262,465**	**262,465**	**$64,491**	**7,696**	**$9,155**	**$73,646**

The main purpose of this report is to document the installed project and assess the energy usage of Washington Colony Elementary School approximately 12 months after the project was completed compared to the baseline year. The Baseline Energy Utilization Analysis (EUA) report compiles the monthly energy data from all meters on site for the District fiscal year prior to the project start and was used for the Energy Expenditure Plan (EEP). The Final EUA was calculated for the same meters over the past 12 months to capture the most recent project savings. These EUAs are useful in identifying critical energy consuming benchmarks like kWh/SF, kBtu/SF, and Cost/SF for each fuel type and individual school site. The baseline and final Benchmark Reports are tabulated below:

	Benchmarking Report					
	Annual Electricity (kWh)		Annual Natural Gas (Therms)		Energy Costs/ sq.ft./ year	kbtu/ sq.ft./ year
Baseline:	kWh/sq. ft.	**7.70**	Therms/sq. ft.	**0.21**		
	Cost/sq. ft.	**$1.64**	Cost/sq. ft.	**$0.24**	**$1.88**	**103.57**
Final:	kWh/sq. ft.	**6.91**	Therms/sq. ft.	**0.20**		
	Cost/sq. ft.	**$1.70**	Cost/sq. ft.	**$0.24**	**$1.94**	**94.38**

Washington Colony Elementary School had a baseline energy use intensity of 103.57 ktbu/SF/yr and since decreased to 94.38 ktbu/SF/yr. The site experienced a 10% decrease in electric utility energy and a 4 % decrease in gas utility usage.

- The cost of kWh/sq. ft. increased from $1.64 under the baseline review to $1.70 under the final review. The total electric usage decreased from 292,278 kWh to 262,465 kWh; for a 10% decrease.

- The cost of Therms/sq. ft. decreased from $0.21 under the baseline review to $0.20 under the final review. The total gas usage decreased from 7,992 therms to 7,696 therms; for a 4% decrease.

Washington Colony Elementary School experienced a 25% increase in heating degree days (HDD) from baseline to final, which partially explains why energy savings were not fully achieved as expected. With a portion of the HVAC system at this site including heat pumps, the increase in colder weather caused the electric energy to increase, as the HVAC system was used more to counteract the colder ambient temperatures. This site also experienced a change in one of their electric meters associated with the schools water pump. During baseline review the school had 2 water pumps, one for school use which was accounted for in the energy analysis and another pump used for irrigation that was not a part of the energy analysis as it was not located on school site. After completion of baseline energy analysis, the irrigation well collapsed, causing the irrigation pump to fail, thus the staff decided to use the other pump located at the school site for both school use and irrigation; causing the usage of this pump to dramatically increase from baseline to final. This irrigation pump was not included in the PG&E electric meter accounts and was not reflected in the baseline analysis. The meter associated with the water pump was the only meter to increase in consumption from baseline to final and it increased from 4,907 kWh during baseline to 11,209 kWh during final. This further proves that the expected savings were not fully achieved due to weather trends and increased usage of the water pump experienced at this site.

Section 2: Energy Efficiency Measure (EEM) Summaries

Energy savings are based on the difference between annual energy use under existing conditions and annual energy use under proposed conditions. These annual energy savings, and the corresponding annual energy cost savings, are used to determine the cost–effectiveness of the projects. Demand savings are calculated as the different between the electricity demand of the existing equipment and electricity demand of proposed equipment. The table below shows the Energy Efficiency Measures proposed and the corresponding savings associated with them.

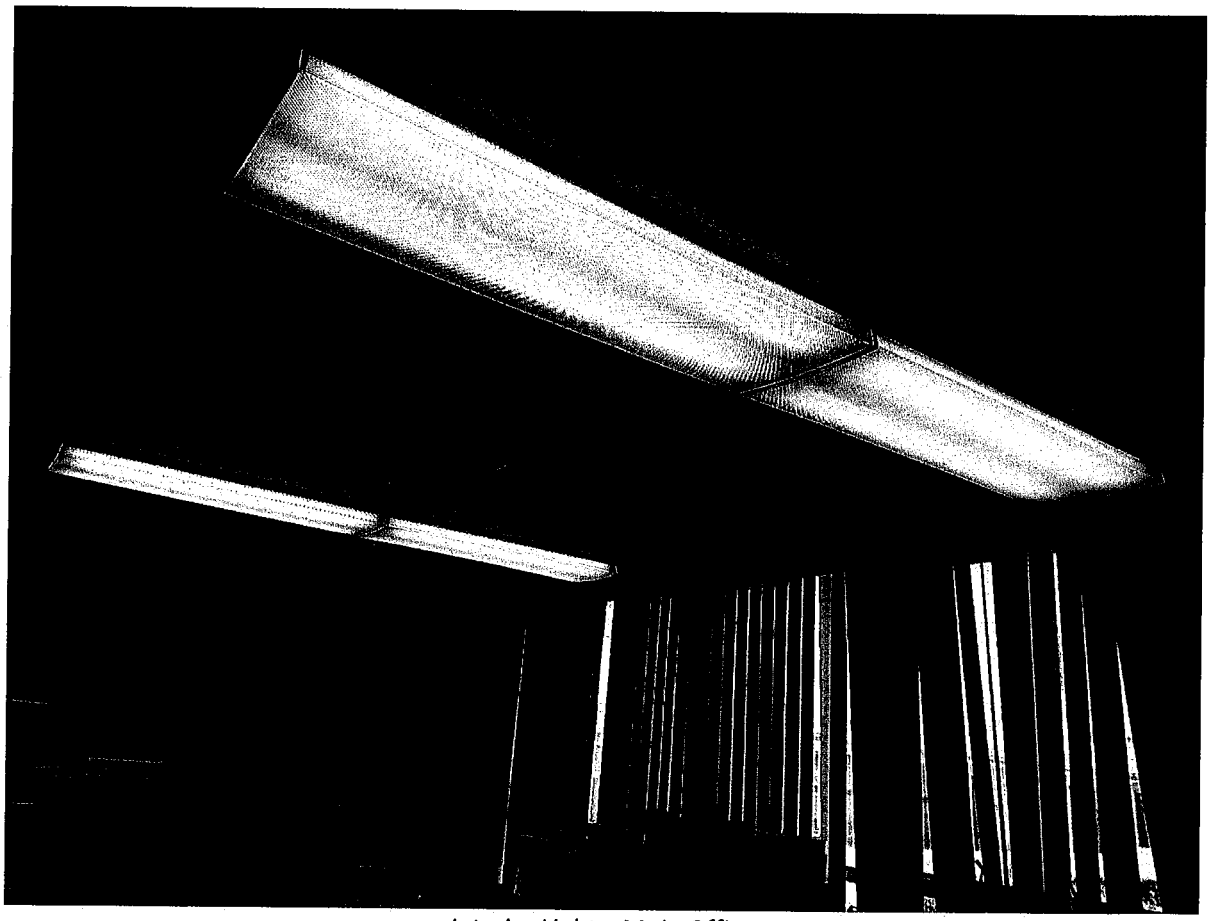
EEM #	Energy Efficiency Measure	Demand Savings (kW)	Electricity Savings (kWh/yr)	Natural Gas or Fuel Savings (therms or gal/yr)	Annual Cost Savings ($)	Rebates and Grants ($)	Installed Measure Cost ($)
Lighting	Lighting – Interior Fixture Retrofit	13	23,522	0	$5,007.00	0	$63,454.00
Lighting	Lighting – Exterior Fixture Retrofit	3	12,038	0	$2,567.00	0	$38,969.00
Lighting	Lighting – LED Exit Signs	0	456	0	$97.00	0	$1,635.00
Lighting	Lighting – Retrofit Interior Lamps to LED	1	1,057	0	$225.00	0	$3,604.00
EEM #1	HVAC Controls – Energy Management System	0	16,133	416	$3,699.00	0	$101,632.00
EEM #2	HVAC – (4) Packaged Unit Replacement	0	6,676	0	$1,422.00	$11,041.00	$44,164.00
EEM #3	HVAC – (12) Programmable/Smart Thermostats	(1)	2280	216	$635.00	0	$8,991.00
	Totals	16	62,162	632	$13,652.00	$11,041.00	$262,449.00

Lighting Systems Retrofit

The previous interior lighting systems in the Washington Colony Elementary School buildings consisted of T-12, 1st generation T-8, and compact fluorescent lamps. Following examination of the data collected, a full retrofit of the lighting system with 4th generation T-8 and LED lamps along with LED exit signs was completed.

The previous exterior lighting systems in the Washington Colony Elementary School buildings consisted of compact fluorescent, high pressure sodium, mercury vapor, and metal halide lamps. Following examination of the data collected, a full retrofit of the lighting system LED lamps was completed.

Lighting Systems Retrofit Sample Pictures:



Interior Lights- Main Office



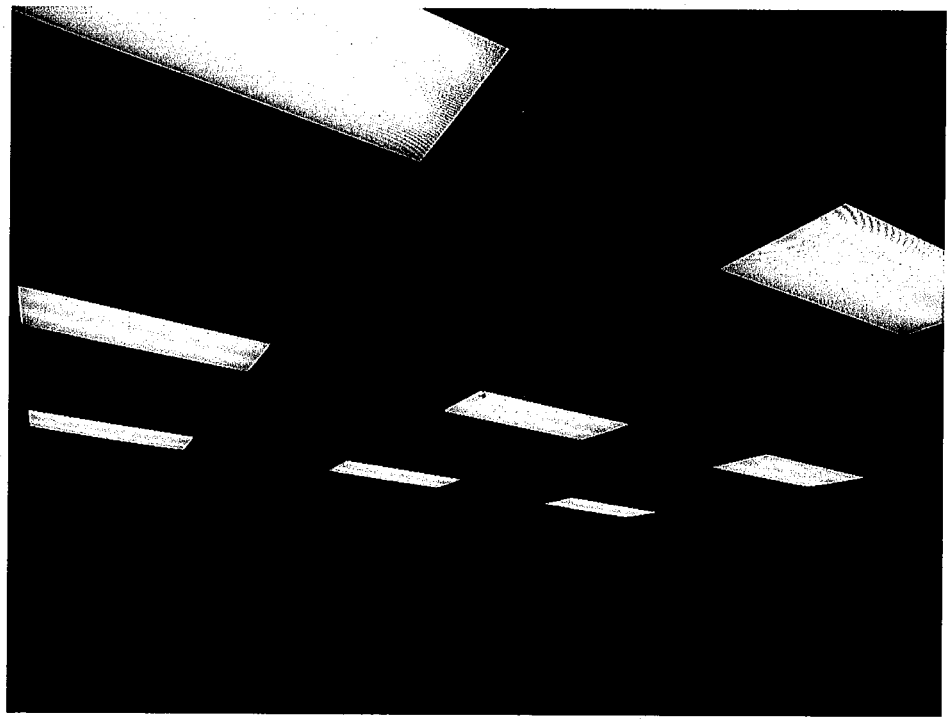
Interior Lights- Classroom 13



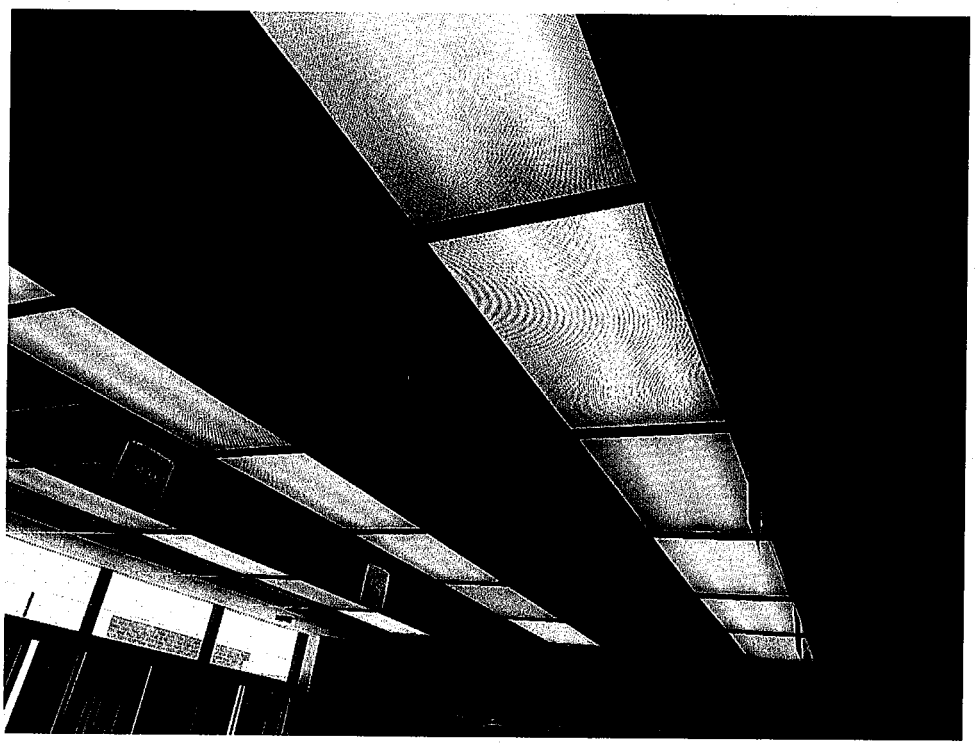
Interior Lights- Classroom 15



Interior Lights - Gymnasium



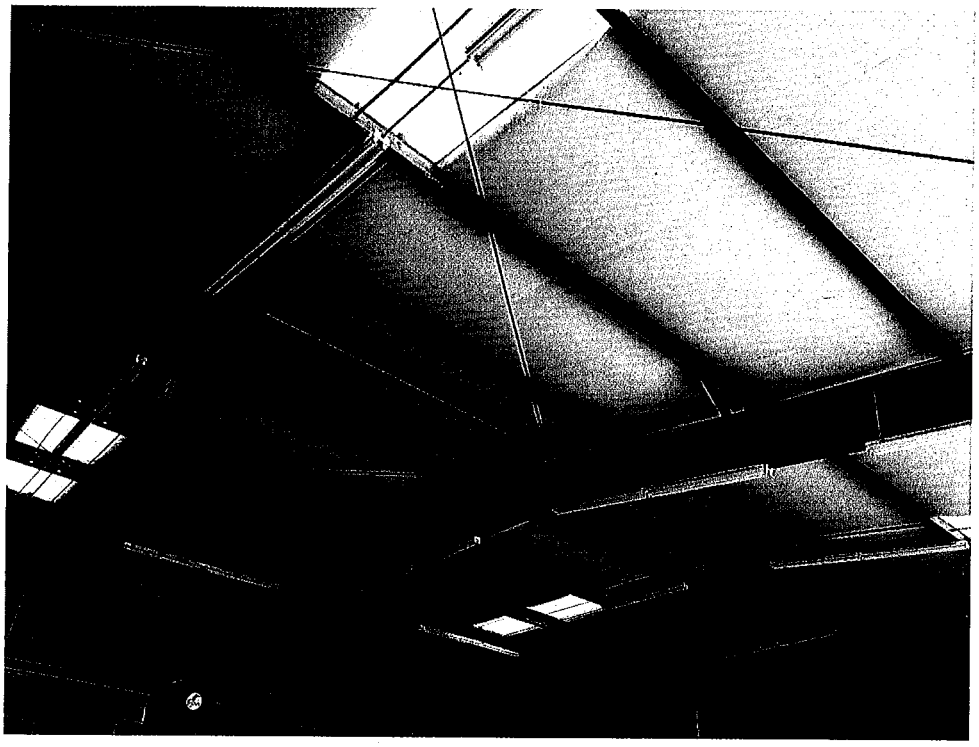
Interior Lights- Classroom M10



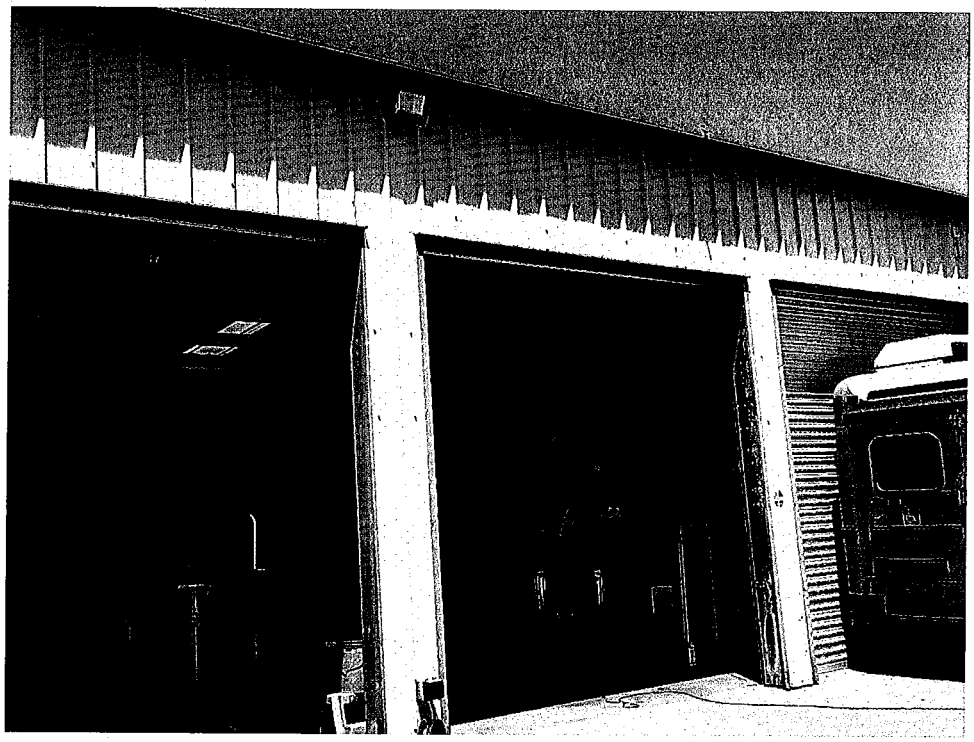
Interior Lights- Classroom M6



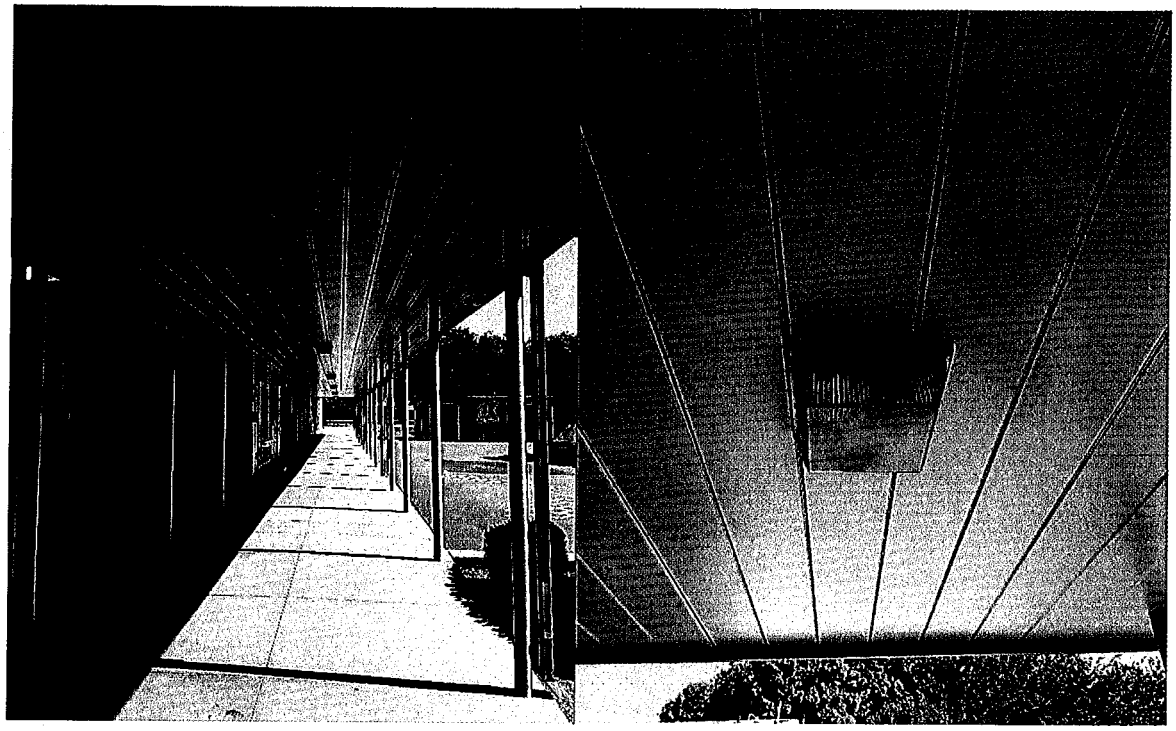
EXIT Sign- Main Office



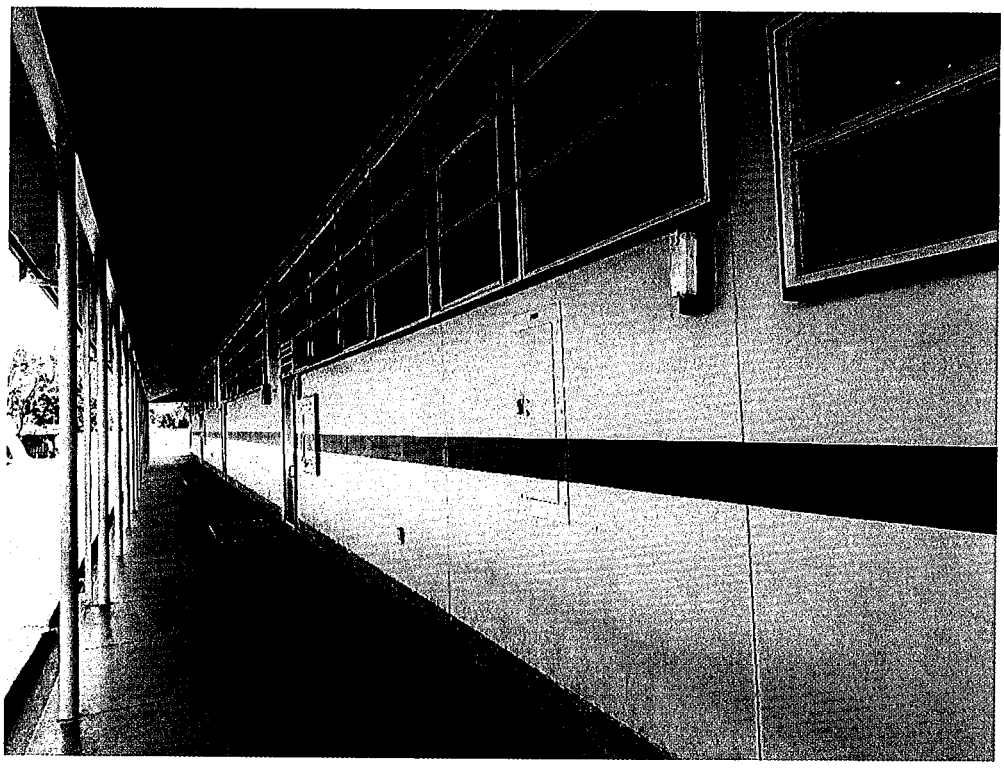
Interior Lights- Bus Barn



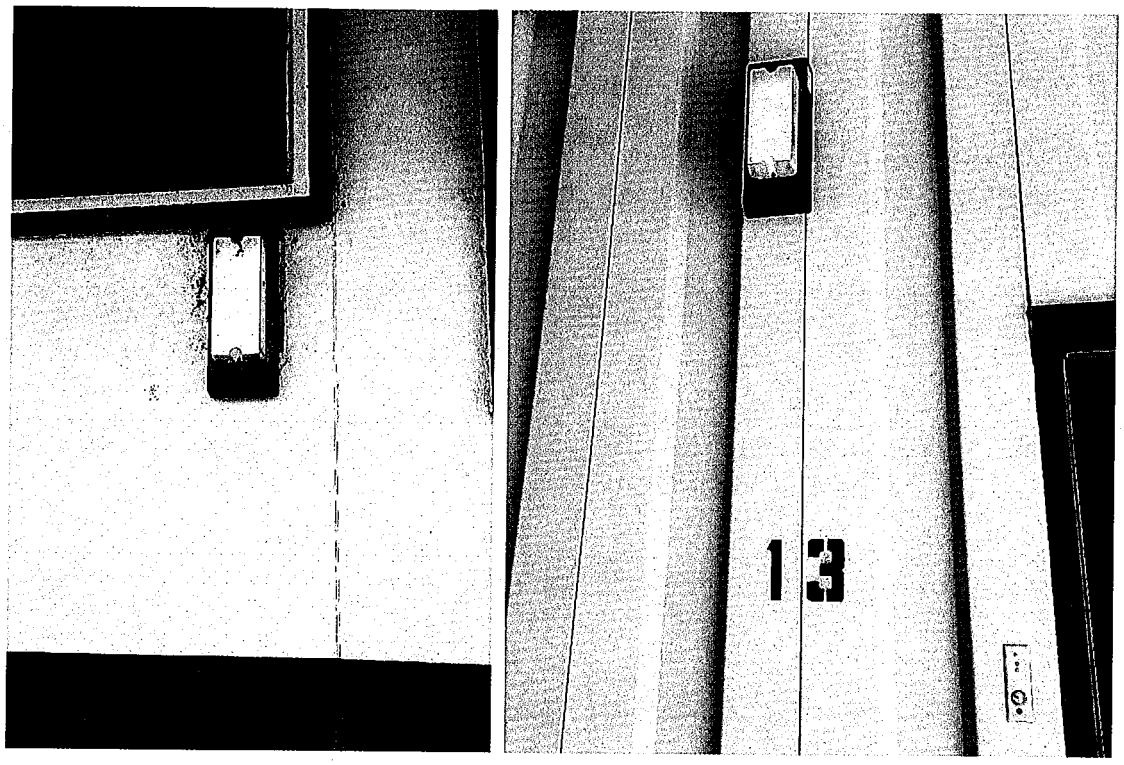
Exterior Lights- Bus Barn



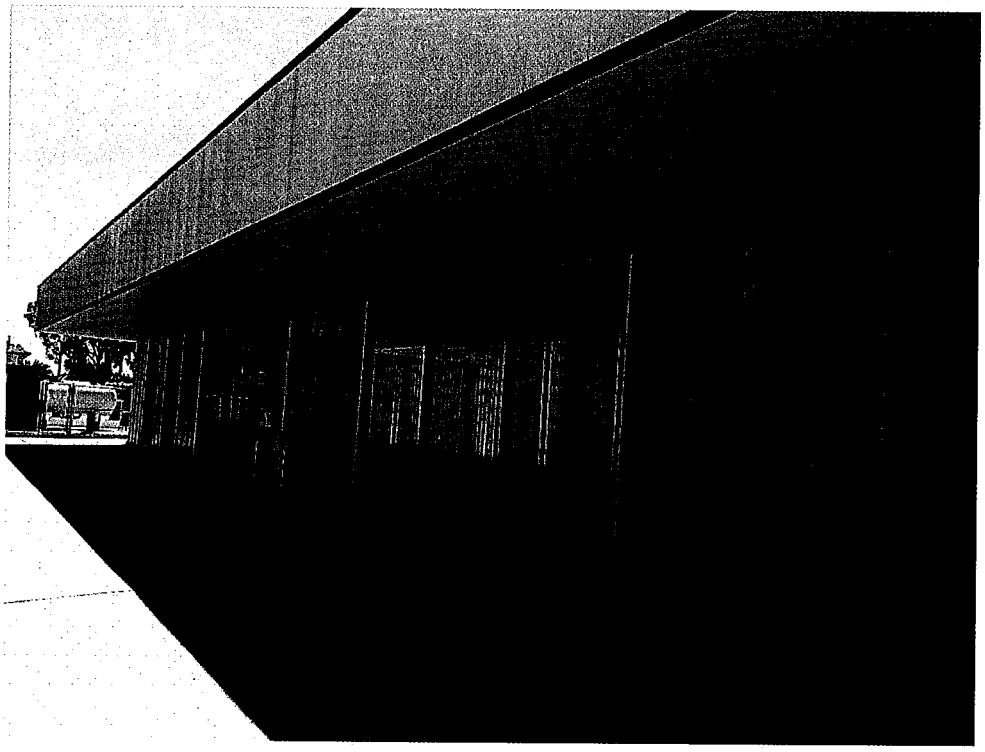
Exterior Lights – Overhang Mount



Exterior Lights – Wall Mount



Exterior Lights – Wall Mount

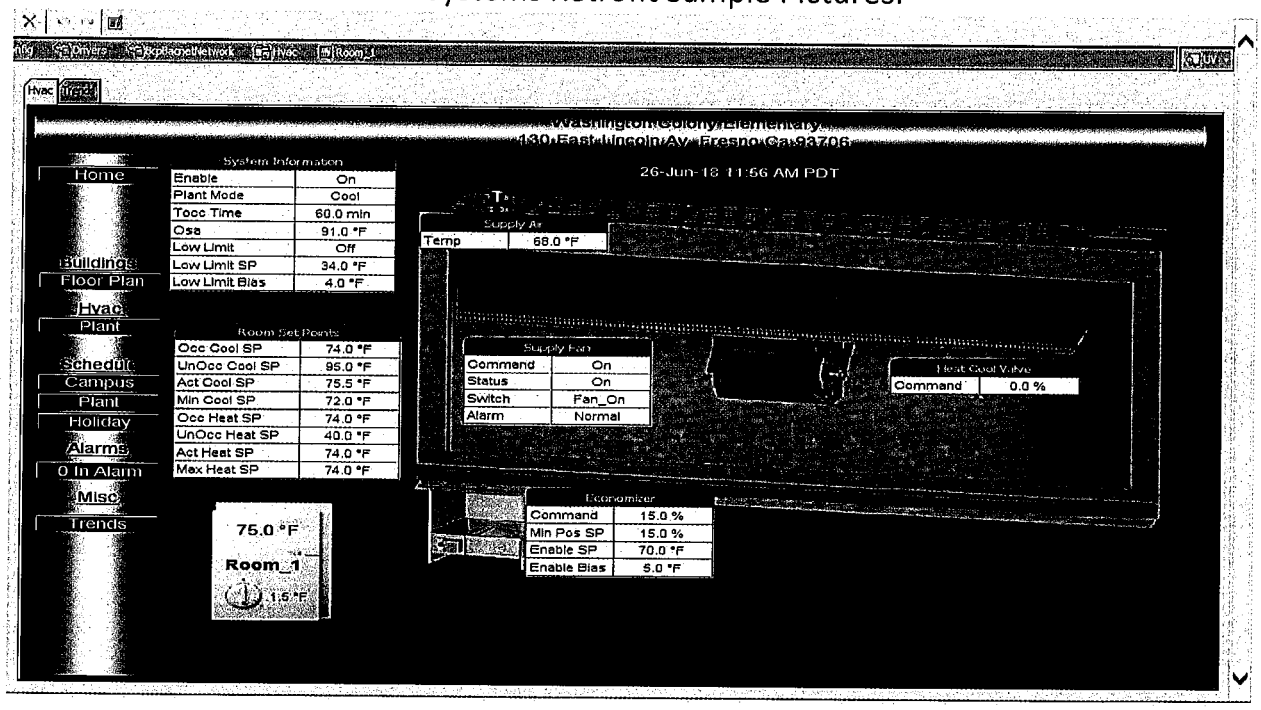


Exterior Lights – Wall Mount

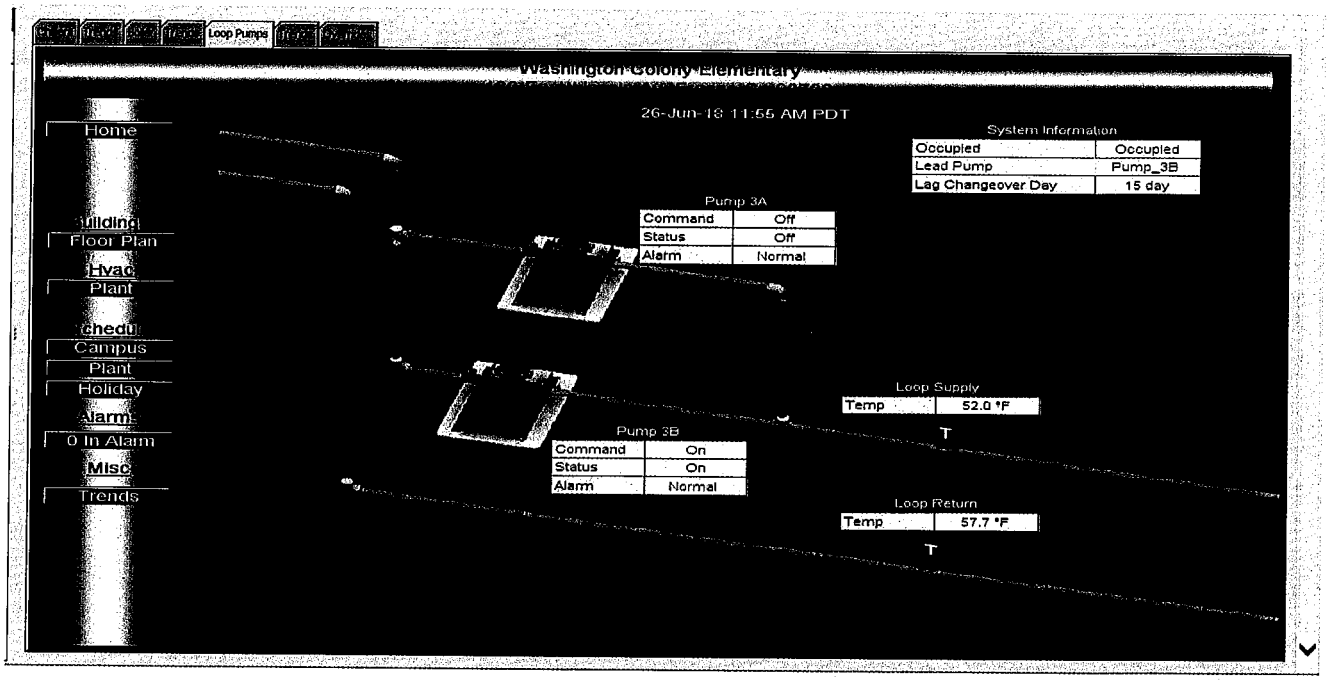
EEM #1: HVAC Packaged Unit Replacement

The North Campus (classrooms # 1-12) of Washington Colony Elementary School are served by the Chilled/Hot Water Central plant which was previously controlled by the failing and outdated JCI Metasys front end. The system was utilizing outdated pneumatic controls which had numerous leaks and was unreliable. Preexisting HVAC equipment previously ran from 6:30 AM to 5 PM every day, no Holidays programmed off. A new EMS system was fully installed and the schedule was programmed to run from 7:00 AM to 4:00 PM to closely match bell schedules; equipment will be shut off on national holidays and off days per District's Annual Calendar.

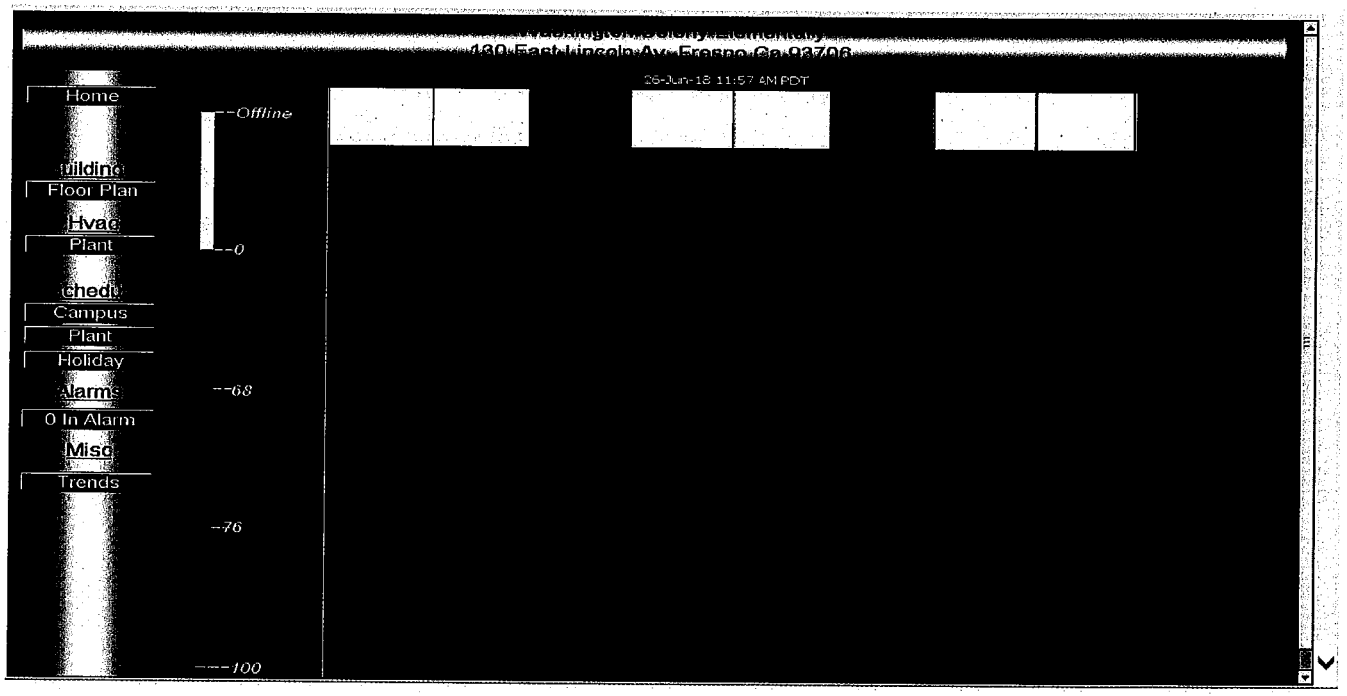
EEM#1 Systems Retrofit Sample Pictures:



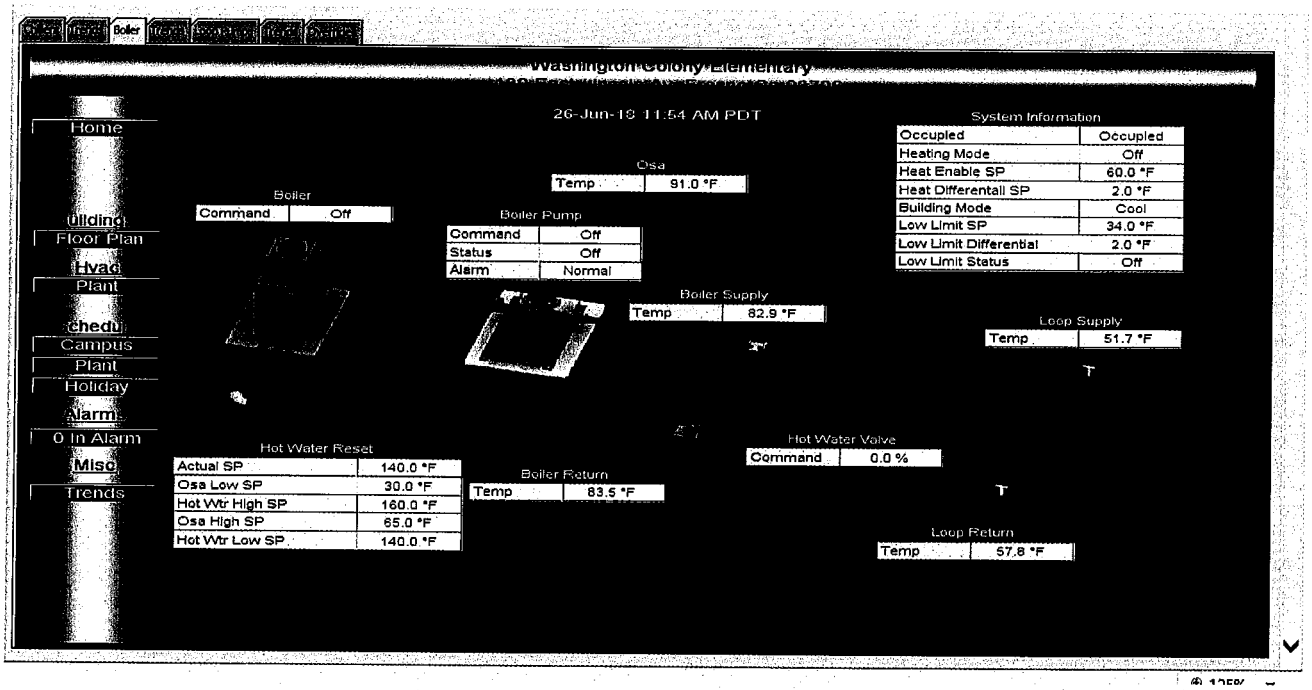
Room 1 Temperature Set Points



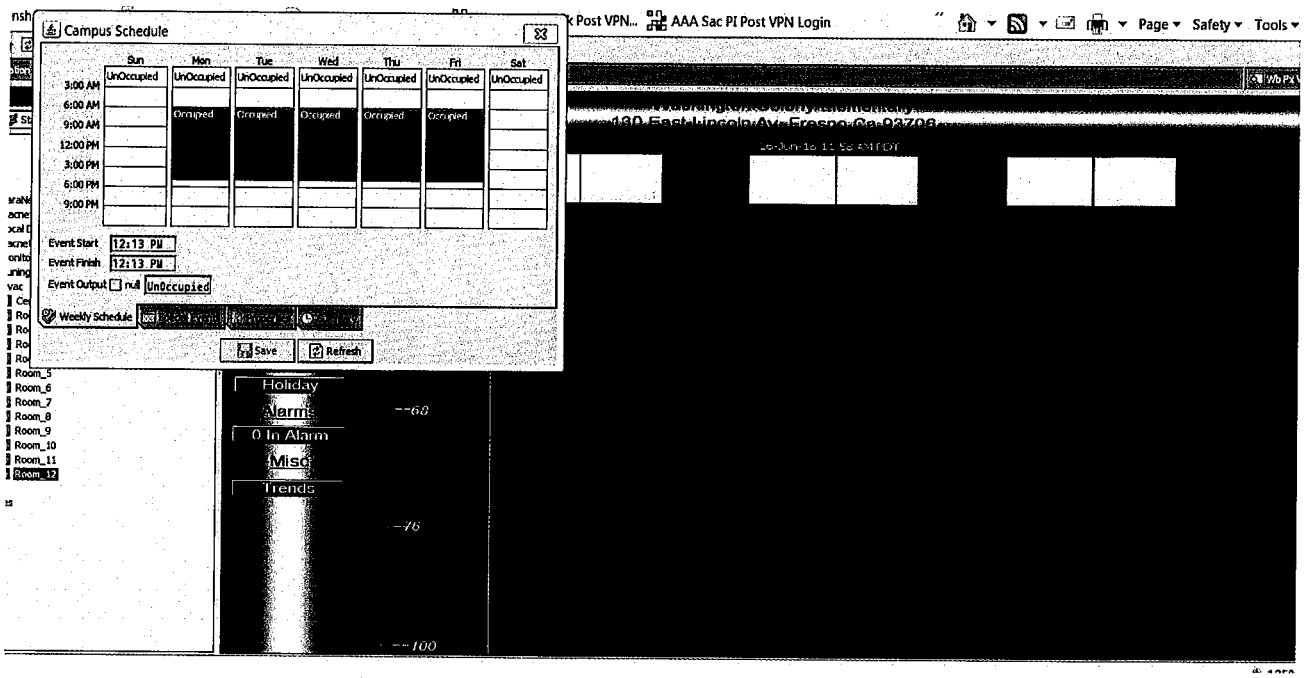
Pump with Control Loops



Controls Floor Plan



Boiler Controls

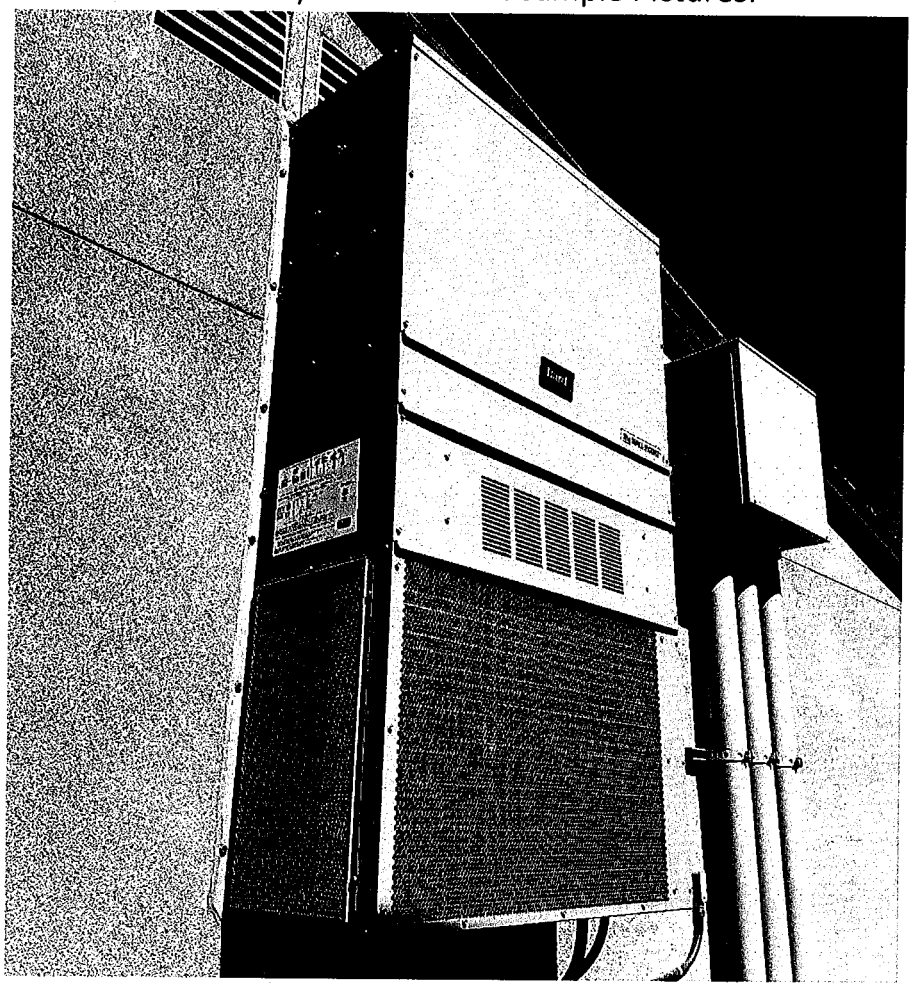


Campus Schedule

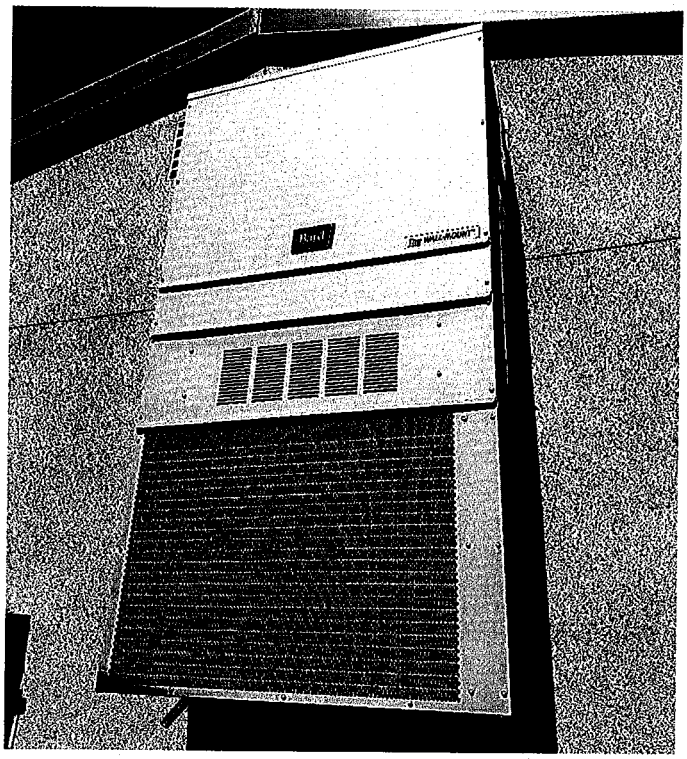
EEM #2: HVAC Packaged Unit Replacement

The HVAC units previously serving rooms #15, M10, M11, and M12 were over 19 years old (originally installed between 1993-97) and had exceeded their useful life expectancy of 15 years. They included 4 electric cooling and heating packaged units totaling 13.5 tons (3 at 3.5 tons/each and 1 at 1 ton). These units were replaced with more efficient units of equivalent tonnage. In general, the units' operation hours are consistent with the school Bell Schedule. However, occasionally the units run after normal operation hours depending on school activities.

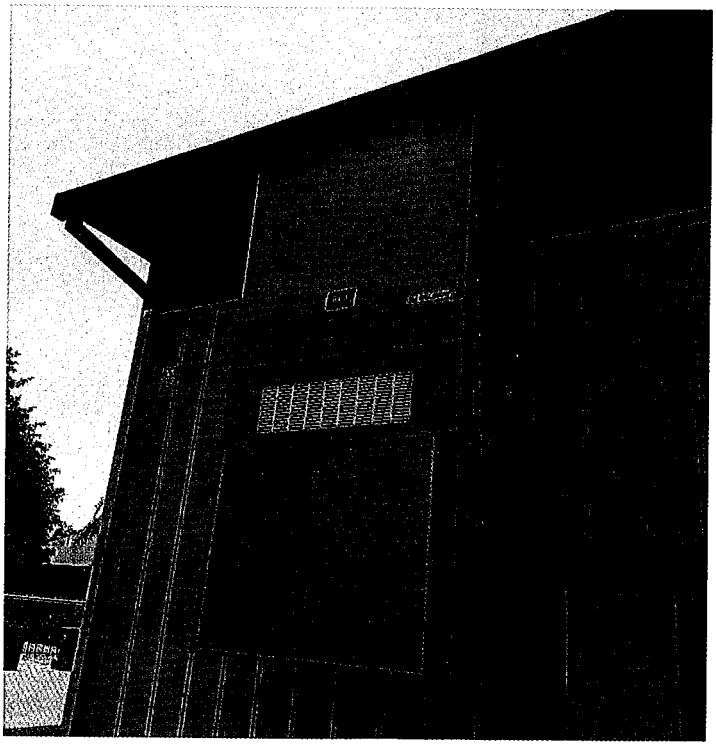
EEM#2 Systems Retrofit Sample Pictures:



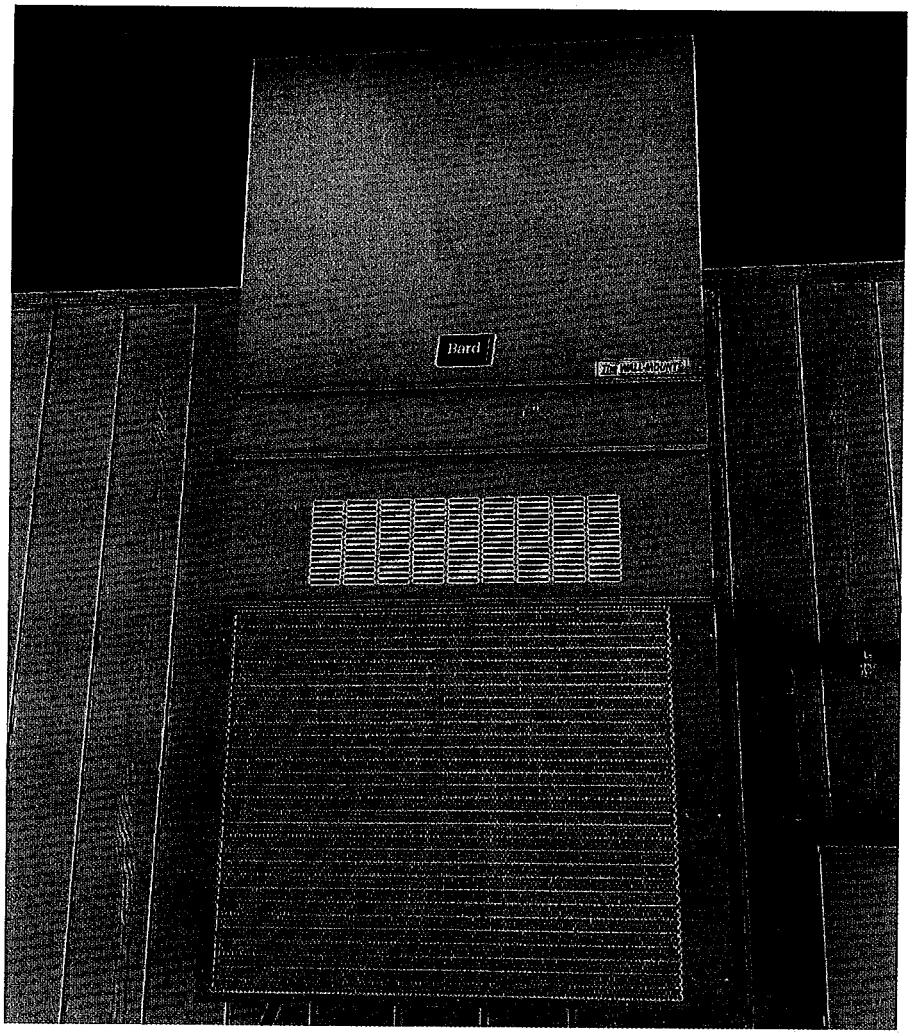
BARD Package Unit Room M15



BARD Package Unit Room M15



BARD Package Unit Room M11

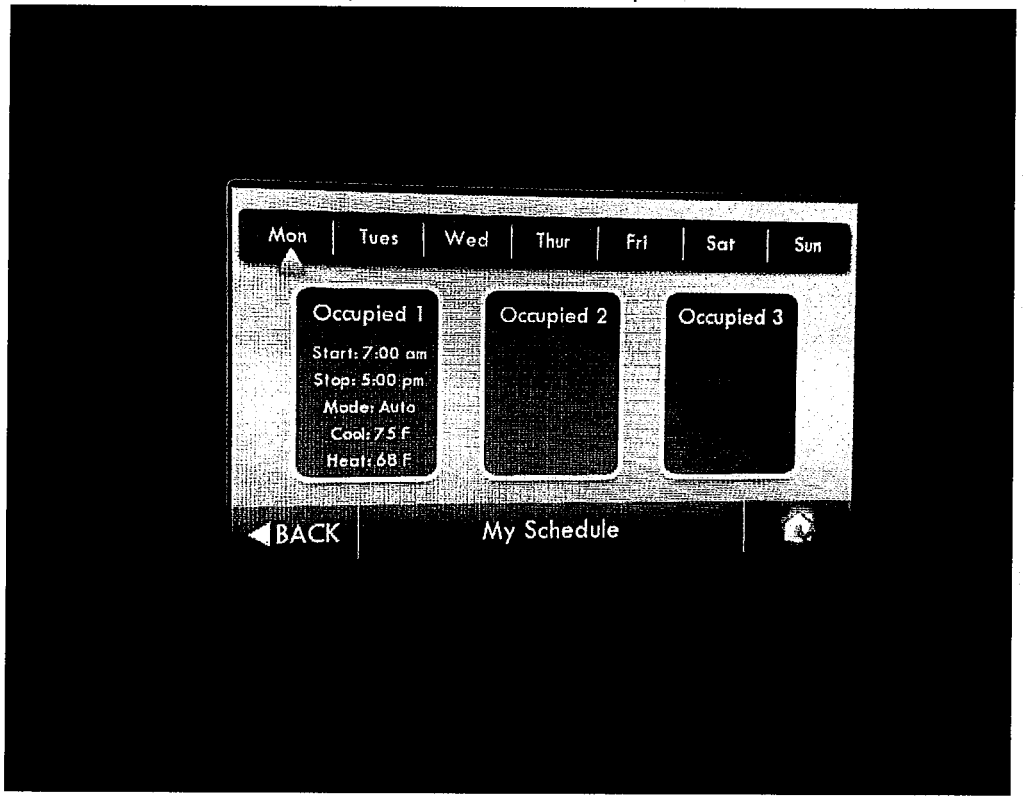


BARD Package Unit Room M12

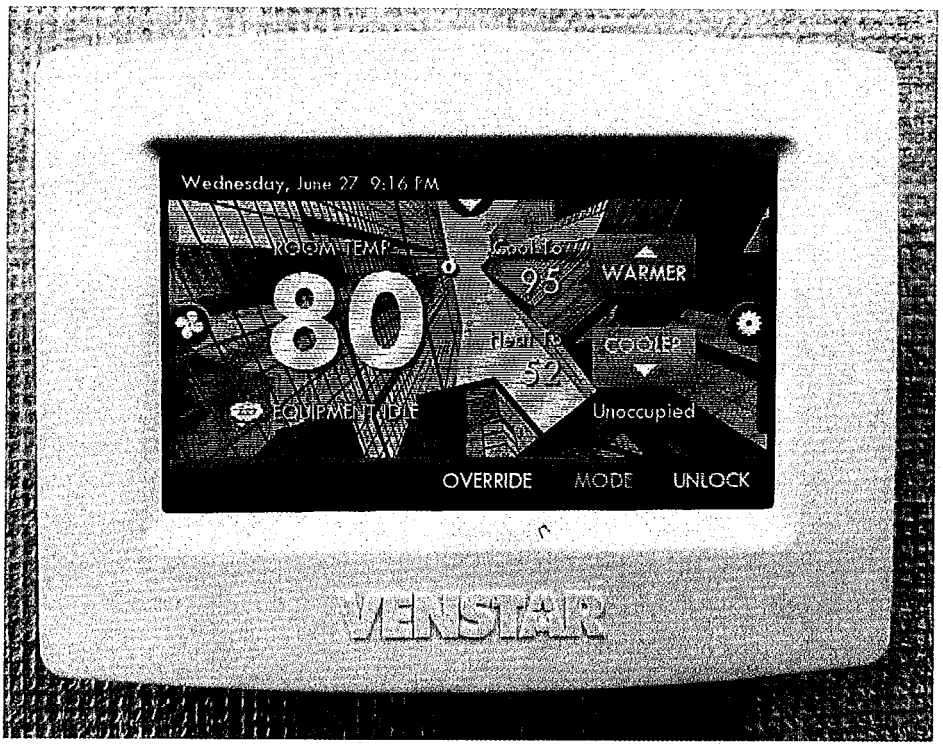
EEM #3: HVAC Controls Systems Retrofit

(12) manual thermostats were replaced with Title-24 compliant 365-day programmable Wi-Fi thermostats which are programmed based to the specific operational Bell Schedules and school calendar as well as temperatures based on Title-24 required 5-degree dead bands.

EEM#3 Systems Retrofit Sample Pictures:



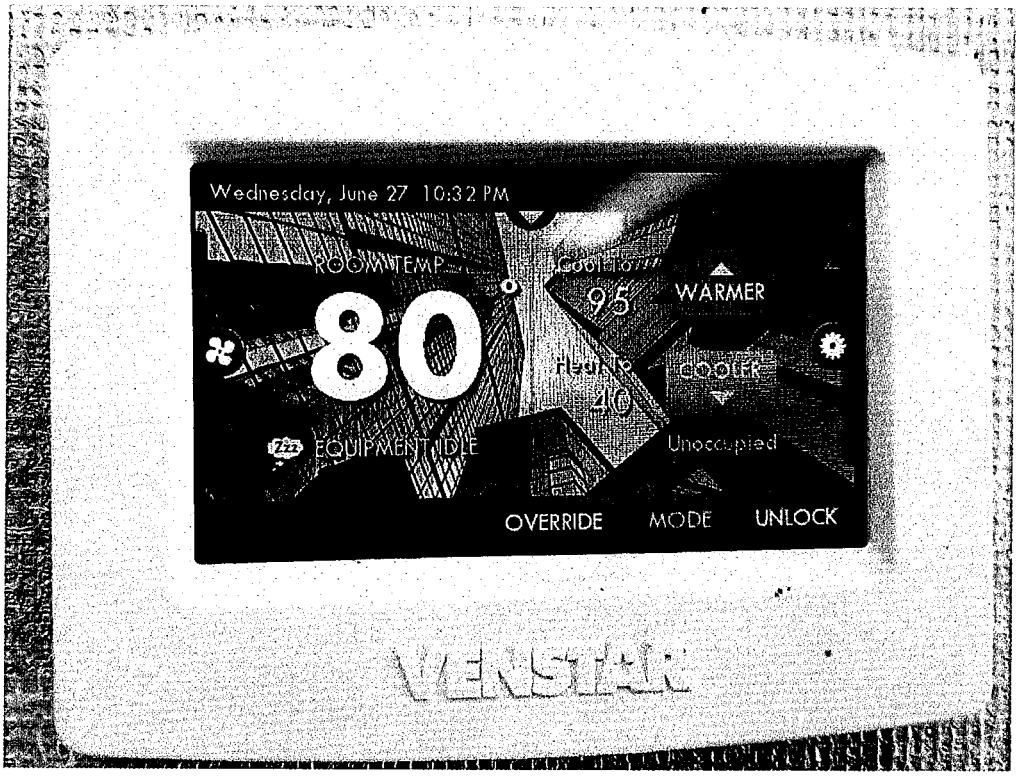
Thermostat- Main Office



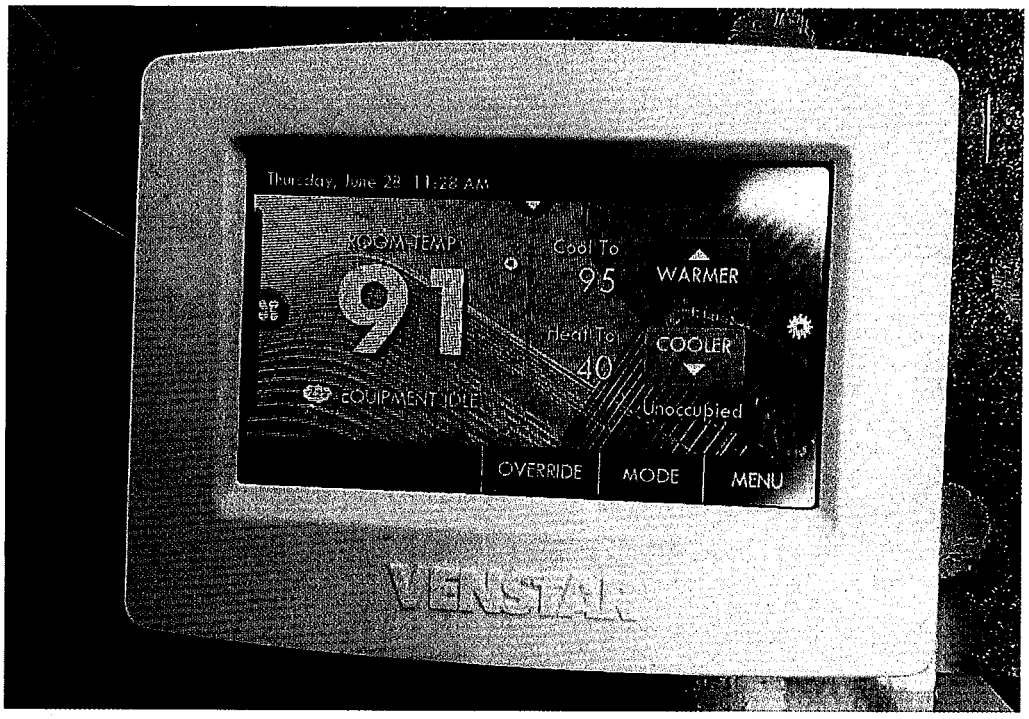
Thermostat- Classroom 13



Thermostat- Preschool Room

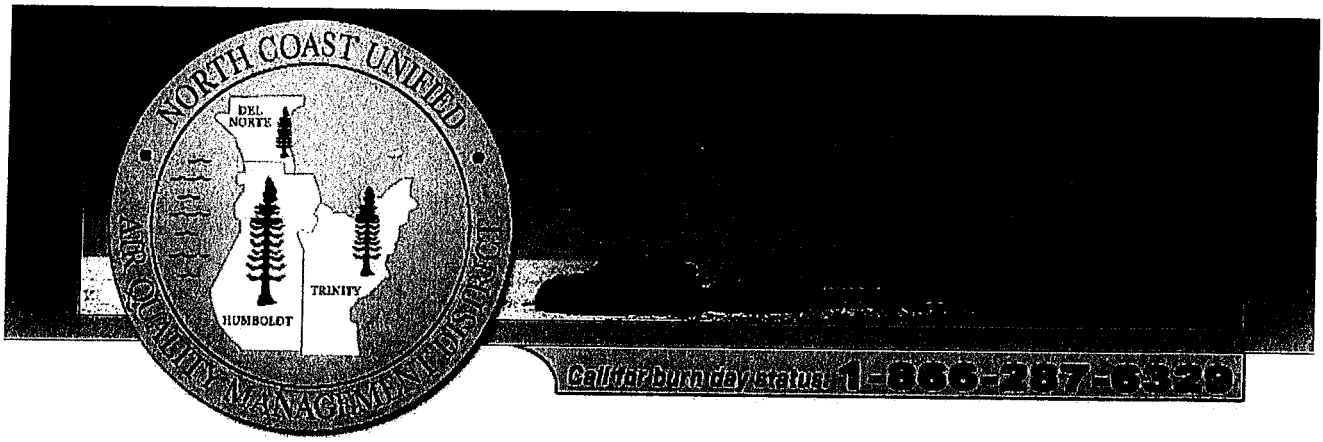


Thermostat- Classroom M6



Thermostat- Classroom M9

3) Bus Replacement Grant/North Coast Pollution Control District Update** (attached for your review)



DISTRICT INFORMATION

DISTRICT BOARDS

PUBLIC NOTICES

NEWS & ADVISORIES

RULES & REGULATIONS

AIR QUALITY

BURN PERMITS

FORMS & APPLICATIONS

GRANTS & INCENTIVES

Carl Moyer Grant Program

VIP Grant Program

TIMBER Grant Program

Rural School Bus Pilot Project

Wood Stove Replacement

Woodsmoke Reduction Pilot

Lower Emission School Bus

Annual Reporting

PLANNING & CEQA

PERMITTED SOURCES

MOBILE SOURCES & VEHICLES

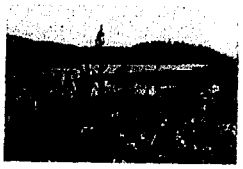
REGISTRATIONS

COMPLIANCE & ENFORCEMENT

ASBESTOS REGULATIONS

WILDFIRE SMOKE

COMMUNITY RESOURCES



Custom Search

Rural School Bus Pilot Project

Click here to apply. The application period will be open June 20, 2018-August 10, 2018.



Through a partnership with Senator Mike McGuire and the California Air Resources Board (CARB) the District has been asked to administer the Rural School Bus Pilot Project for the State of California. The main goal of this grant program is accelerating the turnover of California school bus fleets to lower carbon transportation choices, especially in rural school districts who have less access to other funding sources.

Traditionally, small and rural school districts have the oldest and worst polluting fleets, that historically have not had the opportunity or ability to receive funds for replacement or upgrade projects. According the US EPA, more than half of today's school buses have been in service for over a decade. These older buses emit twice as much pollution per mile as a semi-truck. Consequently, health risks for students, especially younger children, increase significantly because their respiratory systems are still developing.

Current Information for All 3 Zones
Today: Wednesday August 8th
For burn day status call
1-866-287-6329

Did You Know?

A typical diesel fired bulldozer engine emits as much particulate matter as over 500 cars.

Helpful Links & Additional Information
Air Resources Board
CA Air Districts
EPA Compliance Center
EPA Region 9
Humboldt County
Trinity County
Del Norte County
CAL FIRE
CAL FIRE Humboldt-Del Norte
Guide to the Clean Air Act
Fire Adapted Communities

Connect with us on Facebook

Make an Invoice Payment

CLICK TO PAY NOW

North Coast Unified Air Quality Management District
707 L Street
Eureka, CA 95501

Office (707) 443-3093
Fax (707) 443-3099

Office Hours:
Mon-Fri 9am- 12pm, 1-4pm

Burn Day Information
(707) 443-7665 or
(866) BURN-DAY
[866-287-6329]

Complaint Hotline
(707) 444-2233

Eligible Participants

All California schools, meeting one of the following Eligible Applicant types will be invited to apply:

- Public School District
- Public Charter School
- County Office of Education
- Joint Power Authorities (JPA)
- Division of State Special Schools of the State Department of Education

Private schools, private transportation companies and non-profit agencies will not be eligible to apply.

Project Types

Applicants will select from one of the following project types:

- School bus replacement utilizing Zero-Emission Vehicle Technology
- School bus replacement utilizing Hybrid or Internal Combustion Engine Technology, using Renewable Fuel Types

Applicants may apply for up to 12 projects, in either project category. A separate application (Part A) is required for each old bus. Applicants may be awarded a maximum of three Zero-Emission projects per funding year. Hybrid or Internal Combustion Engine school bus replacement projects are limited to one award per funding year.

Applicants will need to identify and provide information about their baseline or "old bus" as part of each initial application. Even though Zero-Emission projects allow for fleet expansion and do not require a bus to be replaced, Applicants must select a bus currently in their fleet to be used for ranking purposes. Zero-Emission projects will have the option to keep their "old bus" and limit its usage as a back-up vehicle, or destroying, per program guidelines.

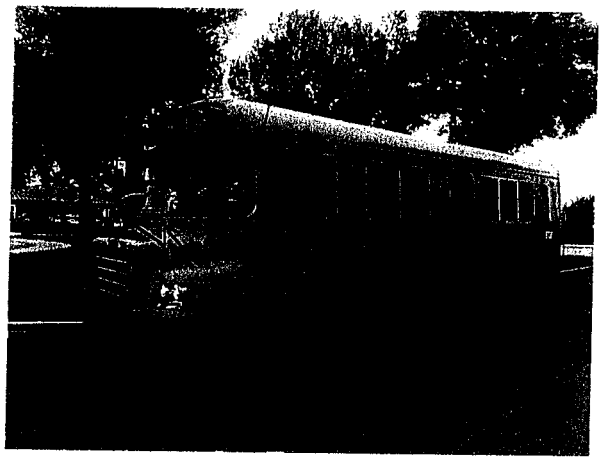
Old Bus Requirements:

- Chassis must be 20 years old or older to receive funding
- Gross Vehicle Weight Rating (GVWR) must be 14,000 pounds or greater
- Bus must have current CHP Certification
- Must be Applicant owned

The new school bus will need to be the current model year available and meet one of the following conditions:

- Zero-Emission (battery electric or fuel cell)
- Hybrid or Internal Combustion Engine (diesel, compressed natural gas, propane) using renewable fuel and meeting 0.20 grams per brake horse power-hour (g/bhp-hr) oxides of nitrogen emission standard and 0.01 g/bhp-hr particulate matter standard. It will be the

applicants responsibility to determine if renewable fuel is available in their area.



Project Selection

Applications will be ranked first by the size of the air district they are in, then by age, and finally by mileage. Funding priority will be given to applicants that are located in a Small Air District, as defined by CAPCOA. Each application will be evaluated separately and must include information about a unique "old bus" in your fleet.

The application process will be broken into two parts, A and B. Part A of the application will collect information about school district, the old bus, and desired new bus technology type. Part B of the application will be sent only to Applicants selected for funding after the initial ranking, based on the information provided in Part A. The Applicants will then be required to submit more detailed information about the new bus, provide an estimate for the new bus, and demonstrate renewable fuel availablity, if applicable. Should Part B demonstrate a project is ineligible, another project will be selected from the list.

Funding Levels

- Zero-Emission school bus - $400,000
- Electric school bus infrastructure - $5,000
- Hybrid/Internal Combustion Engine school bus and incremental renewable fuel costs - $165,000

The grant award cannot exceed the purchase price of the new school bus, taxes, incremental renewable fuel costs and/or infrastructure costs (eligible projects costs). The funding levels above reflect the maximum funding levels allowed under this grant. Applicants are encouraged to check with their local Air District for potential co-funding opportunities. However, total grant funding cannot exceed eligible project costs.

Applications and Forms

- Application Package - Part A
- Online Application Portal

- School Board Resolution Template
- Reimbursement Request Form (Attachment B)
- Dismantle Certification Form (Attachment C)
- Old Bus Designation Form (Attachment D)
  Zero-emission projects only

Year 2 Application Workshop - June 13, 2018

- Year 2 Application Workshop
- Workshop Slides

Additional Resources

- Frequently Asked Questions
- Air Quality Improvement Program (AQIP) and Low Carbon Transportation Investments (LCTI) from Greenhouse Gas Emission Reduction Fund Rural School Bus Pilot Project (RSBPP) Grant Agreement
- CEC's School Bus Replacement Program
- Zero-Emission School Bus Webinar (recorded June 20, 2016)
- Financial Opportunities for California School Buses
- School Bus Fleet Webinar (recorded April 20, 2018)
- Year 1 Applicant Webinar (recorded February 16, 2017)
- Webinar Q&A - Grant Specifics
- Webinar Q&A - Electric Bus
- Low Carbon Fuel Standard
- Alternative Fuels Data Center
- Definitions of School Bus Vehicles

Questions?

For more information about this grant please contact us at (707) 443-3093 or by email.

Year 1 Selected Projects

- May 1, 2017 Selection
- September 5, 2017 Selection
- February 15, 2018 Selection



This project was supported by the "California Climate Investments"(CCI) program.

WCESD BOARD OF TRUSTEES

ITEM NO. V.A.6
DATE: August 14, 2018

SUBJECT TITLE: LOCAL CONTROL AND ACCOUNTABILITY PLAN REVIEW 1 UPDATE**

Action _____ Discussion ___√___ Information _____

RECOMMENDATION

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

BACKGROUND

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

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

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

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

A public hearing to solicit recommendations and comments of the public regarding the specific actions and expenditures proposed to be included in the LCAP was held on Tuesday, June 12, 2018. The budget hearing required pursuant to Education Code 42127 and AR 3100 *Budget* was held at the same meeting. The LCAP and Budget were approved at the Tuesday, June 26, 2018 Regular Board Meeting.

CONSIDERATION

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

LOCAL CONTROL ACCOUNTABILITY PLAN SUMMARY 2018-19

LCAP Highlights

Washington Colony has expanded its supplemental resources. Goal 1 Actions and Activities address all areas for student academic achievement in ELA/ Math and ELD; and how to increase level of English Proficiency for English Learners. This year's LCAP highlights the following initiatives that are targeted for student academic achievement including the new Math, ELA/ELD adoption, technology integration with Chromebook to student ratio of 1:1 school-wide and a full installation of SMARTBoards in all K-8 classrooms and Higher Internet speed, Reading Lab, (Full time Music teacher, Full time PE teacher in order to create additional PLC and Collaboration time for research-based best practices) a new redesigned Reading Lab with two part-time teachers, two additional bilingual Instructional aides; Early Literacy resources and staff support, a robust professional development plan, Accelerated Reader (AR) Program and a successful Positive Behavior Intervention & Supports (PBIS) program; SILVER Model School Award 2016-17 and GOLD Model School Award in 2017-18 school year.

Goals & Actions

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

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

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

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

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

3a.) Washington Colony will provide additional instructional support personnel at early primary grades and will hire 2 Part-time Intervention Teachers and 2 Bilingual Instructional Aides for the Reading Lab

and additional EL support including a Library Aide. In addition, Special Ed Teachers will create a Collaborative Intervention model with Regular Teachers and Reading Lab Intervention Teachers that includes teaching strategies, intervention materials and data analysis every four weeks.

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

5a.) Provide 21st Century learning skills and environment by updating, upgrade and replace technology, e.g. network bandwidth and Wi-Fi connectivity hardware and software, chromebook carts with classroom furniture, computers, Interactive White Boards, wireless access and security required to enhance critical thinking and the use of research-based best practices in instruction. It is our expectation that these services will result in increased performance of unduplicated pupils, English learners and Students with Disabilities on the ELA/MATH CAASPP over the course of the next three years..

6a.) Provide To address this need, Washington Colony will provide teachers with professional development focus on ELA/ELD/MATH, including progress of Benchmark Assessments; Accelerated Reader program, including a hiring of a new Full time Literacy ELA/ELD coach, additional contracted staff PD time focused on ELA/ELD, coaching to support the full implementation of CCSS and Intervention Reading Program; provide substitutes and extra time; Contract for District Technology Instructional Coach to assist classroom teachers with embedding technology; Provide data system licenses and contracts. It is our expectation that all these services will target the academic areas in ELA/ELD/MATH resulting in increased performance of EL, SED, SPED students on the ELA/MATH CAASPP over the course of the next three years

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

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

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

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

3a. Create an attendance weekly monitoring system and provide supplemental materials, supplies and a series of attendance incentives for classroom daily 100% attendance. Additional playground supplies and

equipment and maintain quantity and quality of student co- curricular and extra-curricular activities including trips, clubs and district-wide events to improve positive school climate and culture.

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

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

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

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

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

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

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

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

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

Estimated Supplemental and Concentration Grant Funds: $1,114,468 Improved Services: 33.76%

WCESD BOARD OF TRUSTEES

ITEM NO. V.B.1
DATE: August 14, 2018

SUBJECT TITLE: ADA/ENROLLMENT REPORT (report generated 8/10/18)

Action _____ Discussion _____ Information ___√___

BACKGROUND

Washington Colony Elementary School August Enrollment Report for the school year 2018-2019.

CONSIDERATION

The WCESD enrollment report for August; 2018-19 school year follows for your review.

Enrollment by Teacher
Period Ending 08/10/2018

Teacher	*Grade Level(s)*	*# of Students*	*YTD ADA*
Davis	K	20	
Smith	TK	9	
Morales	K	19	
Partlow	1	26	
Schaffer	1	26	
Pallas	2	24	
Sweet	2	23	
Espinosa	3	23	
Hefley	3	23	
Owens	4	23	
Obeid	4	20	
Smith, B.	5	31	
Gonzalez	5	30	
Martinez	6	27	
Gray	6	23	
Green	7	23	
Showalter	7	24	
Marquez	8	22	
Silva	8	24	
Taylor	K-8 SDC	6	
TOTALS:		446	

ACTION ITEMS

WCESD BOARD OF TRUSTEES

ITEM NO. VI.A.1
DATE: August 14, 2018

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

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Adopt Resolution No. 18/19-01 to establish temporary inter-fund transfers of special or restricted fund moneys.

BACKGROUND

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

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

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

CONSIDERATION

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

Approve Resolution No. 18/19-01 *Resolution to Establish Temporary Interfund Transfers of Special or Restricted Moneys*

Moved by _____ Second _____

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

WASHINGTON COLONY ELEMENTARY SCHOOL DISTRICT

RESOLUTION NO. 18/19-01

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

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

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

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

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

NOW THEREFORE, BE IT RESOLVED that the Governing Board of the Washington Colony Elementary School, in accordance with the provisions of Education Code section 42603 adopts the following authorization for fiscal year 2018-2019 to temporarily transfer funds between District funds provided that all transfers are approved by the Superintendent or his designee.

PASSED AND ADOPTED by the Governing Board on August 14th, 2018, by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA;

COUNTY OF FRESNO;

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

WITNESSED my hand this 14th day of August, 2018.

_____

Bob Dack, Clerk of the Governing Board

WCESD BOARD OF TRUSTEES

ITEM NO. VI.A.2
DATE: August 14, 2018

SUBJECT TITLE: WARRANTS

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Review and ratify warrants paid for the period June 1 – June 30, 2018 and July 1 – July 31, 2018.

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
387-AMERIPRIDE UNIFORM SERVICE IN	512123565	PO-180065	2017-2018 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	72.34
		PO-180065	2017-2018 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	87.44
		PO-180065	2017-2018 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	72.34
		PO-180065	2017-2018 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	87.44
		PO-180065	2017-2018 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	87.44
		PO-180065	2017-2018 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	72.34
				Warrant Total:	**479.34**
	512123566	PO-180358	2017-2018 OPEN PURCHASE OR	1200-61050-0-0000-8100-550005-000-00	13.12
		PO-180358	2017-2018 OPEN PURCHASE OR	1200-61050-0-0000-8100-550005-000-00	13.12
		PO-180358	2017-2018 OPEN PURCHASE OR	1200-61050-0-0000-8100-550005-000-00	13.12
				Warrant Total:	**39.36**
	512125864	PO-180065	2017-2018 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	72.34
		PO-180065	2017-2018 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	87.44
		PO-180065	2017-2018 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	72.34
		PO-180065	2017-2018 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	87.44
		PO-180065	2017-2018 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	72.34
		PO-180065	2017-2018 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	96.08
				Warrant Total:	**487.98**
	512125865	PO-180358	2017-2018 OPEN PURCHASE OR	1200-61050-0-0000-8100-550005-000-00	13.12
		PO-180358	2017-2018 OPEN PURCHASE OR	1200-61050-0-0000-8100-550005-000-00	13.12
		PO-180358	2017-2018 OPEN PURCHASE OR	1200-61050-0-0000-8100-550005-000-00	13.12
				Warrant Total:	**39.36**
				Vendor Total:	**1,046.04**
523-AT&T	512123567	PO-180387	2017-2018 OPEN PURCHASE OR	0100-81500-0-0000-8100-590004-000-00	145.16
		PO-180387	2017-2018 OPEN PURCHASE OR	0100-81500-0-0000-8100-590004-000-00	26.15
		PO-180387	2017-2018 OPEN PURCHASE OR	0100-81500-0-0000-8100-590004-000-00	50.97
		PO-180387	2017-2018 OPEN PURCHASE OR	0100-81500-0-0000-8100-590004-000-00	48.86
		PO-180387	2017-2018 OPEN PURCHASE OR	0100-81500-0-0000-8100-590004-000-00	25.85
				Warrant Total:	**296.99**
				Vendor Total:	**296.99**
81-CALIFORNIA SCHOOL BOARDS	512125866	PO-180402	POLICY DEVELPMENT WORKS	0100-11000-0-0000-7110-520000-000-00	4,643.91
				Warrant Total:	**4,643.91**
				Vendor Total:	**4,643.91**
428-CHILDS AND COMPANY INC	512123568	PV-180240	maint supplies	0100-81500-0-0000-8100-430018-000-00	77.41
				Warrant Total:	**77.41**

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
				Vendor Total:	**77.41**
544-CIT	512125867	PO-180125	2017-2018 OPEN PURCHASE OR	0100-00000-0-0000-7200-560008-000-86	616.54
				Warrant Total:	**616.54**
				Vendor Total:	**616.54**
66-CLASSROOM DIRECT	512123569	PO-180385	CLASSROOM SUPPLIES FOR M	0100-00000-0-1110-1000-430000-100-57	222.01
				Warrant Total:	**222.01**
				Vendor Total:	**222.01**
1337-CTL - SEE'S INC	512125868	PO-180399	UPDATED SOIL INVESTIGATI	0100-90400-0-0000-8500-580039-000-18	800.00
				Warrant Total:	**800.00**
				Vendor Total:	**800.00**
1208-CULLIGAN INC.	512123570	PO-180070	2017-2018 OPEN PURCHASE OR	1300-53100-0-0000-8100-560000-000-00	78.00
				Warrant Total:	**78.00**
				Vendor Total:	**78.00**
922-CURRAN, LINDA	512123571	PV-180242	CURRAN READING LAB SUPP	0100-09000-0-1110-1000-430000-000-77	23.35
				Warrant Total:	**23.35**
				Vendor Total:	**23.35**
1608-DIAZ, EVELYN	512125869	PV-180252	PARENTING PARTNERS CONF	0100-11000-0-0000-2700-520000-000-41	507.02
				Warrant Total:	**507.02**
				Vendor Total:	**507.02**
114-ENVIROCLEAN INC	512125870	PV-180257	CUSTODIAL SUPPLIES	0100-81500-0-0000-8100-430006-000-00	179.24
				Warrant Total:	**179.24**
				Vendor Total:	**179.24**
122-FOCUS PACKAGING AND SUPPLY I	512125871	PV-180244	CUSTODIAL SUPPLIES	0100-81500-0-0000-8100-430006-000-00	38.87
				Warrant Total:	**38.87**
				Vendor Total:	**38.87**
128-FRESNO COUNTY SHERIFF'S OFFIC	512123572	PO-180352	LAW ENFORCEMENT SECURI	0100-11000-0-0000-2700-580029-000-00	423.01
				Warrant Total:	**423.01**
				Vendor Total:	**423.01**
127-FRESNO COUNTY SUPERINTENDEN	512123573	PO-180368	FEE FOR THE ADDITONAL PA	0100-09000-0-0000-2495-580000-000-00	2,000.00
		PO-180246	2017-2018 OPEN PURCHASE OR	0100-09000-0-1110-3130-580010-000-87	412.29
		PO-180338	2018-2019 OPEN PURCHASE OR	0100-09000-0-0000-2420-580010-000-92	4,500.00

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
				Warrant Total:	**6,912.29**
	512125872	PO-180369	REGISTRATION FEE FOR LIND	0100-31500-0-1110-1000-520000-000-00	150.00
		PO-180369	REGISTRATION FEE FOR LIND	0100-31500-0-1110-1000-520000-000-00	150.00
				Warrant Total:	**300.00**
				Vendor Total:	**7,212.29**
131-FRESNO OXYGEN INC.	512123574	PO-180073	2017-2018 OPEN PURCHASE OR	0100-81500-0-0000-8100-560000-000-00	50.53
				Warrant Total:	**50.53**
				Vendor Total:	**50.53**
587-FRESNO PRODUCE INC	512123575	PO-180121	2017-2018 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	349.09
		PO-180121	2017-2018 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-07	40.50
		PO-180121	2017-2018 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	233.75
				Warrant Total:	**623.34**
	512125873	PO-180398	17-18 OPEN PURCHASE ORDE	1300-53100-0-0000-3700-470001-600-00	111.75
				Warrant Total:	**111.75**
				Vendor Total:	**735.09**
141-GLACIER REFRIGERATION & AIR	512125874	PV-180251	SERVICE KITECH REFRIG & I	1300-53100-0-0000-8100-560000-000-00	2,327.59
				Warrant Total:	**2,327.59**
	512125875	PV-180250	WEST CONDENSER NOT COO	1400-00000-0-0000-8100-560012-000-00	10,445.93
				Warrant Total:	**10,445.93**
				Vendor Total:	**12,773.52**
1356-GOODFELLOW OCCUPATIONAL TH	512123576	PO-180250	2017-2018 OPEN PURCHASE OR	0100-33100-0-5770-1190-580000-000-79	525.00
				Warrant Total:	**525.00**
				Vendor Total:	**525.00**
1427-GOODYEAR COMMERCIAL TIRE	512125876	PV-180245	BUS 3 REPAIR	0100-07230-0-0000-3600-560005-000-00	1,242.97
				Warrant Total:	**1,242.97**
				Vendor Total:	**1,242.97**
1515-GUITAR CENTER STORES INC	512123577	PO-180382	HPM1000 BEHRINGER HEADPH	0100-09000-0-1155-1000-430000-000-75	64.25
				Warrant Total:	**64.25**
				Vendor Total:	**64.25**
1537-HATLER, SUSAN	512125877	PV-180246	STAFF APRRECIATION SUPPLI	0100-11000-0-1110-1000-430000-000-00	141.37
				Warrant Total:	**141.37**
				Vendor Total:	**141.37**

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
1497-HERNANDEZ, JESUS C	512123578	PV-180241	PARKING	0100-11000-0-0000-2700-520000-000-76	3.50
		PV-180241	PARKING	0100-11000-0-0000-7150-520000-000-76	1.50
		PV-180241	PARKING	0100-11000-0-0000-7150-520000-000-76	1.50
		PV-180241	PARKING	0100-11000-0-0000-2700-520000-000-76	3.50
				Warrant Total:	**10.00**
				Vendor Total:	**10.00**
1552-INDOOR ENVIRONMENTAL SERVIC	512125878	PO-180403	PROP39 ENERGY MANAGER	0100-62300-0-0000-8500-620000-000-00	6,200.00
				Warrant Total:	**6,200.00**
				Vendor Total:	**6,200.00**
195-LINGER PETERSON & SHRUM	512123579	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**
205-MANGINI ASSOCIATES INC	512123580	PO-180184	2017-2018 ARCHITECT FEE TO	0100-90400-0-0000-8500-620002-000-18	43.16
				Warrant Total:	**43.16**
				Vendor Total:	**43.16**
220-MISSION LINEN SUPPLY INC.	512123581	PO-180122	2017-2018 OPEN PURCHASE OR	1300-53100-0-0000-8100-550005-000-00	81.05
		PO-180122	2017-2018 OPEN PURCHASE OR	1300-53100-0-0000-8100-550005-000-00	81.05
				Warrant Total:	**162.10**
				Vendor Total:	**162.10**
1534-MULTI TECH	512123582	PO-180334	INSTALL CHILD SAFETY ALER	0100-07230-0-0000-3600-430024-000-00	923.18
		PO-180334	INSTALL CHILD SAFETY ALER	0100-07230-0-0000-3600-430024-000-00	923.18
		PO-180334	INSTALL CHILD SAFETY ALER	0100-07230-0-0000-3600-430024-000-00	923.18
		PO-180334	INSTALL CHILD SAFETY ALER	0100-07230-0-0000-3600-430024-000-00	923.18
				Warrant Total:	**3,692.72**
				Vendor Total:	**3,692.72**
377-OFFICE DEPOT	512125879	PO-180400	ALVAREZ LIBRARY SUPPLIES	0100-09000-0-1110-1000-430000-000-77	30.17
		PO-180400	ALVAREZ LIBRARY SUPPLIES	0100-09000-0-1110-1000-430000-000-00	31.11
		PO-180400	ALVAREZ LIBRARY SUPPLIES	0100-09000-0-1110-1000-430000-000-00	11.33
		PO-180400	ALVAREZ LIBRARY SUPPLIES	0100-09000-0-1110-1000-430000-000-00	14.24
		PO-180384	CLASSROOM SUPPLIES FOR M	0100-00000-0-1110-1000-430000-100-57	52.84
		PO-180384	CLASSROOM SUPPLIES FOR M	0100-00000-0-1110-1000-430000-100-57	43.06
		PO-180400	ALVAREZ LIBRARY SUPPLIES	0100-00000-0-1110-1000-430000-100-00	49.24
		PO-180400	ALVAREZ LIBRARY SUPPLIES	0100-00000-0-1110-1000-430000-100-00	604.44
		PO-180400	ALVAREZ LIBRARY SUPPLIES	0100-09000-0-1110-2420-430000-000-54	54.38

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
	512125879	PO-180400	ALVAREZ LIBRARY SUPPLIES	0100-09000-0-1110-1000-430000-000-00	52.13
		PO-180400	ALVAREZ LIBRARY SUPPLIES	0100-09000-0-1110-1000-430000-000-00	55.26
		PO-180400	ALVAREZ LIBRARY SUPPLIES	0100-09000-0-1110-1000-430000-000-00	26.55
		PO-180400	ALVAREZ LIBRARY SUPPLIES	0100-09000-0-1110-1000-430000-000-00	15.11
		PO-180400	ALVAREZ LIBRARY SUPPLIES	0100-09000-0-1110-1000-430000-000-00	106.58
		PO-180400	ALVAREZ LIBRARY SUPPLIES	0100-00000-0-0000-2700-430014-000-41	21.91
		PO-180400	ALVAREZ LIBRARY SUPPLIES	0100-00000-0-0000-7150-430014-000-43	33.29
		PO-180400	ALVAREZ LIBRARY SUPPLIES	0100-00000-0-0000-7150-430014-000-43	40.39
				Warrant Total:	**1,242.03**
	512125880	PO-180400	ALVAREZ LIBRARY SUPPLIES	1200-61050-0-0001-1000-430000-000-00	449.33
				Warrant Total:	**449.33**
				Vendor Total:	**1,691.36**
1280-P & R PAPER SUPPLY COMPANY I	512123583	PO-180118	2017-2018 OPEN PURCHASE OR	1300-53100-0-0000-3700-430008-000-00	297.42
		PO-180394	17-18 OPEN PURCHASE ORDE	1300-53100-0-0000-3700-470001-000-00	487.79
				Warrant Total:	**785.21**
				Vendor Total:	**785.21**
385-PACIFIC GAS & ELECTRIC INC	512123584	PO-180058	2017-2018 OPEN PURCHASE OR	0100-81500-0-0000-8100-550001-000-00	165.54
		PO-180058	2017-2018 OPEN PURCHASE OR	0100-81500-0-0000-8100-550001-000-00	1,278.14
		PO-180058	2017-2018 OPEN PURCHASE OR	0100-81500-0-0000-8100-550001-000-00	2,216.85
		PO-180058	2017-2018 OPEN PURCHASE OR	0100-81500-0-0000-8100-550001-000-00	278.71
		PO-180058	2017-2018 OPEN PURCHASE OR	0100-81500-0-0000-8100-550001-000-00	2,110.10
				Warrant Total:	**6,049.34**
				Vendor Total:	**6,049.34**
1622-PARTY CITY	512123585	PO-180391	SUMMER SCHOOL REWARD S	0100-09000-0-1110-1000-430000-000-00	118.24
				Warrant Total:	**118.24**
				Vendor Total:	**118.24**
1403-PRESCENCE LEARNING INC	512123586	PO-180396	EVALUATION FOR SPEECH SE	0100-33100-0-5770-3150-580000-000-78	1,750.00
				Warrant Total:	**1,750.00**
				Vendor Total:	**1,750.00**
258-PRODUCERS DAIRY FOOD INC.	512123587	PO-180120	2017-2018 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	416.05
		PO-180120	2017-2018 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	332.09
		PO-180120	2017-2018 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	280.35
				Warrant Total:	**1,028.49**

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
				Vendor Total:	**1,028.49**
1312-ROBERT V. JENSEN INC.	512123588	PO-180187	2017-2018 OPEN PURCHASE OR	0100-07230-0-0000-3600-430009-000-00	1,409.65
				Warrant Total:	**1,409.65**
	512125881	PO-180401	BUS FUEL	0100-07230-0-0000-3600-430009-000-00	524.07
				Warrant Total:	**524.07**
				Vendor Total:	**1,933.72**
284-SCHOLASTIC BOOK CLUBS INC	512123589	PO-180386	2097 CAPTAIN UNDERPANTS C	0100-31500-0-1172-1000-430000-000-00	36.00
		PO-180386	2097 CAPTAIN UNDERPANTS C	0100-31500-0-1172-1000-430000-000-00	25.00
				Warrant Total:	**61.00**
				Vendor Total:	**61.00**
1362-SCHOOL FOOD CONSULTANTS GR(	512123590	PO-180057	2017-2018 OPEN PURCHASE OR	1300-53100-0-0000-3700-580000-000-85	1,692.57
				Warrant Total:	**1,692.57**
				Vendor Total:	**1,692.57**
376-SCHOOL SPECIALTY INC	512123591	PO-180390	669692 LAMINATING FILM 25X	0100-11000-0-1110-1000-430000-000-00	48.22
				Warrant Total:	**48.22**
				Vendor Total:	**48.22**
1263-SPARKLETTS	512123592	PO-180084	2017-2018 OPEN PURCHASE OR	0100-81500-0-0000-8100-550009-000-00	142.92
				Warrant Total:	**142.92**
				Vendor Total:	**142.92**
308-SPURR	512123593	PO-180111	2017-2018 OPEN PURCHASE OR	0100-81500-0-0000-8100-550003-000-00	470.86
				Warrant Total:	**470.86**
				Vendor Total:	**470.86**
1578-STRATEGICMECHANICAL INC	512125882	PV-180247	MAINT REPAIR	0100-81500-0-0000-8100-560003-000-00	889.09
				Warrant Total:	**889.09**
				Vendor Total:	**889.09**
203-SYSCO FOOD SERVICE OF CENTRA	512123594	PO-180088	2017-2018 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	1,997.99
		PO-180088	2017-2018 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	98.31
		PO-180088	2017-2018 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	596.80
		PO-180088	2017-2018 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	413.64
		PO-180088	2017-2018 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-07	244.09
		PO-180088	2017-2018 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-07	207.33
		PO-180088	2017-2018 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00	59.77

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
				Warrant Total:	**3,617.93**
	512125883	PO-180397	17-18 OPEN PURCHASE ORDE	1300-53100-0-0000-3700-470001-600-00	1,674.12
		PO-180397	17-18 OPEN PURCHASE ORDE	1300-53100-0-0000-3700-470001-600-00	835.22
		PO-180393	17-18 OPEN PURCHASE ORDE	1300-53100-0-0000-3700-470001-000-00	1,807.99
				Warrant Total:	**4,317.33**
				Vendor Total:	**7,935.26**
332-THE HOME DEPOT CREDIT SERVICE	512123595	PV-180243	MAINT	0100-81500-0-0000-8100-430018-000-00	6.98
				Warrant Total:	**6.98**
				Vendor Total:	**6.98**
1170-THE HORN SHOP	512123596	PO-180392	GEMEINHARDT FLUTE	0100-09000-0-1155-1000-430000-000-75	1,476.47
		PO-180392	GEMEINHARDT FLUTE	0100-90150-0-1155-1000-430000-000-00	818.00
				Warrant Total:	**2,294.47**
				Vendor Total:	**2,294.47**
1283-THOMPSON, BETTY W	512123597	PO-180089	2017-2018 OPEN PURCHASE OR	0100-00000-0-0000-7300-580000-000-00	756.00
		PO-180089	2017-2018 OPEN PURCHASE OR	0100-00000-0-0000-7300-580000-000-00	756.00
				Warrant Total:	**1,512.00**
				Vendor Total:	**1,512.00**
136-TOSHIBA AMERICA BUSINESS SOLU	512123598	PO-180127	2017-2018 OPEN PURCHASE OR	0100-11000-0-1110-1000-560008-200-84	736.39
				Warrant Total:	**736.39**
				Vendor Total:	**736.39**
1129-U.S. BANK NATIONAL ASSOCIATIO	512125884	PV-180248	ELA/ELD SUPPLIES	0100-42030-0-1110-1000-430000-000-00	144.96
		PV-180249	SUPPLIES	0100-11000-0-1110-1000-430000-000-00	14.94
		PV-180248	STAFF APPRECIATION	0100-11000-0-1110-1000-430000-000-00	399.51
				Warrant Total:	**559.41**
				Vendor Total:	**559.41**
1568-VALERO FLEET SERVICES INC	512123599	PO-180257	2017-2018 OPEN PURCHASE OR	0100-07230-0-0000-3600-430009-000-00	1.35
				Warrant Total:	**1.35**
				Vendor Total:	**1.35**
1377-VERIZON WIRELESS	512123600	PO-180113	2017-2018 OPEN PURCHASE OR	0100-00000-0-0000-8100-590006-000-00	5.03
				Warrant Total:	**5.03**
				Vendor Total:	**5.03**
362-WASHINGTON COLONY	512125885	PV-180253	DOWNING 1ST GR TRIP	0100-09000-0-1110-1000-580014-000-00	260.50

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
	512125885	PV-180254	KINDER TO ZOO	0100-09000-0-1110-1000-580014-000-00	261.00
		PV-180255	REWARD TRIP	0100-09000-0-1110-1000-580014-000-00	310.51
		PV-180256	PARENT LETTER	0100-00000-0-0000-7200-590010-000-00	18.00
				Warrant Total:	**850.01**
				Vendor Total:	**850.01**
967-WASTE MANAGEMENT/USA WAST	512123601	PO-180091	2017-2018 OPEN PURCHASE OR	0100-81500-0-0000-8100-550008-000-00	513.85
				Warrant Total:	**513.85**
				Vendor Total:	**513.85**
785-WELLS FARGO FINANCIAL LEASIN	512123602	PO-180092	2017-2018 OPEN PURCHASE OR	0100-11000-0-1110-1000-560008-100-82	553.15
				Warrant Total:	**553.15**
				Vendor Total:	**553.15**
373-ZOOM IMAGING SOLUTIONS INC	512123603	PO-180128	2017-2018 OPEN PURCHASE OR	0100-11000-0-1110-1000-430000-200-84	323.88
		PO-180095	2017-2018 OPEN PURCHASE OR	0100-11000-0-1110-1000-430000-100-82	946.16
		PO-180094	2017-2018 OPEN PURCHASE OR	0100-00000-0-0000-7200-430014-000-86	555.47
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				Vendor Total:	**1,825.51**

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Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
1460-ADVANCED EMISSION	512132284	LB-180024	JUNE BILLING	0100-07230-0-0000-3600-560005-000-00	475.00
		LB-180025	JUNE BILLING	0100-07230-0-0000-3600-560005-000-00	927.42
				Warrant Total:	**1,402.42**
				Vendor Total:	**1,402.42**
901-AERIES SOFTWARE	512132285	PO-190048	SOFTWARE LICENSE/SUPPOR	0100-00000-0-0000-3130-580000-000-00	5,975.50
				Warrant Total:	**5,975.50**
				Vendor Total:	**5,975.50**
655-ALL VALLEY ENVIRONMENTAL IN	512132286	LB-180018	JUNE BILLING	1300-53100-0-0000-8100-550008-000-00	285.00
				Warrant Total:	**285.00**
				Vendor Total:	**285.00**
1554-ALVAREZ, NANCY	512132287	LB-180019	AWARD SUPPLIES	0100-31500-0-1172-1000-430000-000-00	1.62
				Warrant Total:	**1.62**
				Vendor Total:	**1.62**
387-AMERIPRIDE UNIFORM SERVICE IN	512129640	PO-190023	2018-2019 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	72.34
		PO-190023	2018-2019 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00	72.34
		LB-180000	17-18 INVOICE	0100-81500-0-0000-8100-550005-000-00	72.34
		LB-180001	17-18 INVOICE	0100-81500-0-0000-8100-550005-000-00	72.34
		LB-180002	17-18 INVOICES	0100-81500-0-0000-8100-550005-000-00	87.44
		LB-180003	17-18 INVOICES	0100-81500-0-0000-8100-550005-000-00	87.44
		LB-180004	17-18 INVOICES	0100-81500-0-0000-8100-550005-000-00	87.44
		LB-180005	17-18 INVOICES	0100-81500-0-0000-8100-550005-000-00	96.08
		LB-180006	17-18 INVOICES	0100-81500-0-0000-8100-550005-000-00	96.08
		LB-180012	17-18 INVOICES	0100-81500-0-0000-8100-550005-000-00	72.34
				Warrant Total:	**816.18**
	512129641	LB-180007	17-18 INVOICES	1200-61050-0-0000-8100-550005-000-00	13.12
		LB-180008	17-18 INVOICES	1200-61050-0-0000-8100-550005-000-00	13.12
		LB-180009	17-18 INVOICES	1200-61050-0-0000-8100-550005-000-00	13.12
		LB-180010	17-18 INVOICES	1200-61050-0-0000-8100-550005-000-00	13.12
		LB-180011	17-18 INVOICES	1200-61050-0-0000-8100-550005-000-00	13.12
				Warrant Total:	**65.60**
				Vendor Total:	**881.78**
523-AT&T	512132288	LB-180020	JUNE BILLING	0100-81500-0-0000-8100-590004-000-00	37.74
		LB-180021	JUNE BILLING	0100-81500-0-0000-8100-590004-000-00	73.69
		LB-180022	JUNE BILLING	0100-81500-0-0000-8100-590004-000-00	150.49

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
	512132288	LB-180023	JUNE BILLING	0100-81500-0-0000-8100-590004-000-00	50.93
				Warrant Total:	**312.85**
				Vendor Total:	**312.85**
81-CALIFORNIA SCHOOL BOARDS	512132289	PO-190049	2018-2019 GAMUT ONLINE REN	0100-11000-0-0000-7200-430020-000-00	1,425.00
				Warrant Total:	**1,425.00**
				Vendor Total:	**1,425.00**
375-CALIFORNIA'S VALUED TRUST	512128189	PV-190001	MGMNT	0100-00010-0-0000-0000-951400-000-00	1,603.62
		PV-190001	TRUSTEES	0100-00010-0-0000-0000-951400-000-00	8,033.05
		PV-190001	CLASSIFIED	0100-00010-0-0000-0000-951400-000-00	7,155.54
		PV-190001	CERTIFICATED	0100-00010-0-0000-0000-951400-000-00	36,150.06
				Warrant Total:	**52,942.27**
	512128190	PV-190001	PRESCH INS	1200-00010-0-0000-0000-951400-000-00	1,584.81
		PV-190001	PRESCH AIDES	1200-00010-0-0000-0000-951400-000-00	6.84
				Warrant Total:	**1,591.65**
	512128191	PV-190001	CAFETERIA	1300-00010-0-0000-0000-951400-000-00	891.23
				Warrant Total:	**891.23**
				Vendor Total:	**55,425.15**
614-CDW GOVERNMENT LLC	512132290	LB-180027	JUNE BILLING	0100-09000-0-1110-1000-440000-000-00	917.79
		LB-180028	JUNE SUPPLIES	0100-09000-0-1110-1000-440000-000-00	124.18
		LB-180029	JUNE SUPPLIES	0100-09000-0-1110-1000-440000-000-00	519.79
		LB-180030	JUNE SUPPLIES	0100-09000-0-1110-1000-440000-000-00	1,079.75
		LB-180031	JUNE SUPPLIES	0100-09000-0-1110-1000-440000-000-00	27,993.84
		LB-180032	JUNE SUPPLIES	0100-09000-0-1110-1000-440000-000-00	12,000.00
				Warrant Total:	**42,635.35**
				Vendor Total:	**42,635.35**
428-CHILDS AND COMPANY INC	512132291	PV-190002	MAINT SUPPLIES	0100-81500-0-0000-8100-430018-000-00	64.79
				Warrant Total:	**64.79**
				Vendor Total:	**64.79**
1624-CHOWCHILLA ELEMENTARY SCHC	512132292	LB-180033	COOP BILLING	1300-53100-0-0000-3700-580000-000-00	15.36
				Warrant Total:	**15.36**
				Vendor Total:	**15.36**
544-CIT	512132293	LB-180026	JUNE BILLING	0100-00000-0-0000-7200-560008-000-86	616.54
				Warrant Total:	**616.54**

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
				Vendor Total:	**616.54**
1474-CPM EDUCATIONAL PROGRAM IN	512132294	PO-190016	9781603280945 CPM CORE CON	0100-00000-0-1110-1000-410001-000-00	92.56
				Warrant Total:	**92.56**
				Vendor Total:	**92.56**
1208-CULLIGAN INC.	512132295	PO-190050	2018-2019 OPEN PURCHASE OR	1300-53100-0-0000-8100-560000-000-00	78.00
				Warrant Total:	**78.00**
				Vendor Total:	**78.00**
1363-DOCUMENT TRACKING SERVICES	512132296	PO-190051	2018-2019 DOCUMENT TRACKI	0100-31500-0-0000-2700-580000-000-00	1,529.00
				Warrant Total:	**1,529.00**
				Vendor Total:	**1,529.00**
114-ENVIROCLEAN INC	512132297	PV-190003	CUSTODIAL SUPPLIES	0100-81500-0-0000-8100-430006-000-00	281.76
				Warrant Total:	**281.76**
				Vendor Total:	**281.76**
419-FCSIG	512132298	PO-190052	2018/19 WORKERS COMPENSA	0100-00000-0-0000-0000-951600-000-00	26,950.00
		LB-180037	WORK COMP BILLING	0100-00000-0-0000-0000-951600-000-00	1,503.00
				Warrant Total:	**28,453.00**
				Vendor Total:	**28,453.00**
1127-FES LLC INC	512132299	PO-190061	2018-2019 SOCS WEB HOSTING	0100-00000-0-0000-2700-580000-000-00	2,052.00
				Warrant Total:	**2,052.00**
				Vendor Total:	**2,052.00**
127-FRESNO COUNTY SUPERINTENDEN	512132300	LB-180034	MAY BILLING TECH	0100-09000-0-0000-2420-580010-000-92	4,575.00
		LB-180035	IT BILLING	0100-09000-0-0000-2420-580010-000-92	280.00
		LB-180036	JUNE IT BILLING	0100-09000-0-0000-2420-580010-000-92	3,520.00
				Warrant Total:	**8,375.00**
				Vendor Total:	**8,375.00**
587-FRESNO PRODUCE INC	512132301	LB-180039	JUNE SUMM SCH BILL	1300-53100-0-0000-3700-470001-600-00	94.25
				Warrant Total:	**94.25**
				Vendor Total:	**94.25**
135-G W SCHOOL SUPPLY	512132302	PO-190005	CLASSROOM SUPPLIES FOR M	0100-00000-0-1110-1000-430000-100-52	192.66
				Warrant Total:	**192.66**
				Vendor Total:	**192.66**

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
141-GLACIER REFRIGERATION & AIR	512132303	LB-180057	COMPUTER ROOM REPAIR	0100-81500-0-0000-8100-560003-000-00	545.15
				Warrant Total:	**545.15**
	512132304	LB-180058	WALK IN REPARI	1300-53100-0-0000-8100-560000-000-00	205.00
				Warrant Total:	**205.00**
				Vendor Total:	**750.15**
1509-HEARTLAND SCHOOL SOLUTIONS	512132305	PO-190053	2018-2019 SUP: NK DIRECTOR M	1300-53100-0-0000-3700-580000-000-00	249.00
				Warrant Total:	**249.00**
				Vendor Total:	**249.00**
160-HOBART	512132306	PO-190054	2018-2019 WAREWASHER RENI	1300-53100-0-0000-8100-560000-000-00	1,747.00
				Warrant Total:	**1,747.00**
				Vendor Total:	**1,747.00**
608-INFINITY COMMUNICATIONS	512132307	PO-190055	2018-2019 YEAR 22 CATEGORY	0100-00000-0-0000-7200-580000-000-97	875.00
				Warrant Total:	**875.00**
				Vendor Total:	**875.00**
1192-JORGENSEN COMPANY INC	512132308	PV-190006	MAINT FIRE PROTCN	0100-81500-0-0000-8100-550002-000-00	205.40
				Warrant Total:	**205.40**
				Vendor Total:	**205.40**
1330-METEOR	512132309	LB-180038	SUPPLIES	0100-00000-0-1110-1000-410001-000-00	14,665.30
				Warrant Total:	**14,665.30**
				Vendor Total:	**14,665.30**
220-MISSION LINEN SUPPLY INC.	512132310	LB-180041	JUNE BILLING	1300-53100-0-0000-8100-550005-000-00	81.05
				Warrant Total:	**81.05**
				Vendor Total:	**81.05**
1591-NATIONAL SCIENCE TEACHERS AS	512132311	PO-190056	2018-2019 ANNUAL MEMBERSI	0100-31500-0-1110-1000-530000-000-00	79.00
				Warrant Total:	**79.00**
				Vendor Total:	**79.00**
393-ORGANIZATION OF SELF INSURED	512132312	PO-190057	2018-2019 RENEWAL OF PROPE	0100-00000-0-0000-7200-545000-000-00	33,718.00
				Warrant Total:	**33,718.00**
				Vendor Total:	**33,718.00**
385-PACIFIC GAS & ELECTRIC INC	512129642	LB-180013	JUNE BILLING	0100-81500-0-0000-8100-550001-000-00	130.55
		LB-180014	JUNE BILLING	0100-81500-0-0000-8100-550001-000-00	1,745.46

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
	512129642	LB-180015	JUNE BILLING	0100-81500-0-0000-8100-550001-000-00	2,504.25
		LB-180016	JUNE BILLING	0100-81500-0-0000-8100-550001-000-00	323.37
		LB-180017	JUNE BILLING	0100-81500-0-0000-8100-550001-000-00	2,436.09
				Warrant Total:	**7,139.72**
				Vendor Total:	**7,139.72**
1522-PALM MEDICAL GROUP INC	512132313	PO-190058	2018-2019 DOT/CMV EXAMINA	0100-07230-0-0000-3600-580025-000-00	89.00
				Warrant Total:	**89.00**
				Vendor Total:	**89.00**
1403-PRESCENCE LEARNING INC	512132314	LB-180042	JUNE BILLING	0100-33100-0-5770-3150-580000-000-78	375.00
				Warrant Total:	**375.00**
				Vendor Total:	**375.00**
258-PRODUCERS DAIRY FOOD INC.	512132315	LB-180040	JUNE SUM SCH BILL	1300-53100-0-0000-3700-470001-600-00	83.02
				Warrant Total:	**83.02**
				Vendor Total:	**83.02**
508-PURCHASE POWER INC	512132316	PO-190059	2018-2019 REFILL POSTAGE M	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	512132317	PO-190060	ACCELERATED READER SUB	0100-09000-0-1110-1000-580000-000-00	6,851.50
				Warrant Total:	**6,851.50**
				Vendor Total:	**6,851.50**
591-SAN JOAQUIN COUNTY OFFICE OF	512132318	PO-190047	2018-2019 EDJOIN ACCOUNT F	0100-00000-0-0000-7200-580000-000-00	450.00
				Warrant Total:	**450.00**
				Vendor Total:	**450.00**
1362-SCHOOL FOOD CONSULTANTS GR(	512132319	LB-180046	JUNE BILLING	1300-53100-0-0000-3700-580000-000-85	1,578.50
				Warrant Total:	**1,578.50**
				Vendor Total:	**1,578.50**
304-SONITROL	512132320	PO-190062	2018-2019 QUARTERLY MONIT	0100-07230-0-0000-3600-580029-000-00	297.00
		PO-190062	2018-2019 QUARTERLY MONIT	0100-11000-0-0000-2700-580029-000-00	1,050.00
		PO-190062	2018-2019 QUARTERLY MONIT	0100-81500-0-0000-8100-580029-000-00	306.00
		PO-190062	2018-2019 QUARTERLY MONIT	0100-81500-0-0000-8100-580029-000-00	51.00
				Warrant Total:	**1,704.00**
				Vendor Total:	**1,704.00**

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
1263-SPARKLETTS	512132321	LB-180043	JUNE BILLING	0100-81500-0-0000-8100-550009-000-00	61.57
				Warrant Total:	**61.57**
				Vendor Total:	**61.57**
308-SPURR	512132322	LB-180048	JUNE BILLING	0100-81500-0-0000-8100-550003-000-00	351.21
				Warrant Total:	**351.21**
				Vendor Total:	**351.21**
1193-SSDA INC	512132323	PO-190063	2018-2019 DISTRICT MEMBERS	0100-00000-0-0000-7300-530000-000-00	600.00
				Warrant Total:	**600.00**
				Vendor Total:	**600.00**
316-STATE OF CALIFORNIA	512132324	LB-180047	GOMEZ FINGPRNTS	0100-00000-0-0000-2700-580015-000-00	49.00
				Warrant Total:	**49.00**
				Vendor Total:	**49.00**
203-SYSCO FOOD SERVICE OF CENTRA	512132325	LB-180044	JUNE BILLING	1300-53100-0-0000-3700-470001-600-00	347.39
		LB-180045	JUNE BILLING	1300-53100-0-0000-3700-470001-600-00	35.54
				Warrant Total:	**382.93**
				Vendor Total:	**382.93**
392-TERMINAL AIR BRAKE SUPPLY INC	512132326	PV-190005	BUS 3 REPAIR	0100-07230-0-0000-3600-560005-000-00	699.54
				Warrant Total:	**699.54**
				Vendor Total:	**699.54**
1227-THE MOWERS EDGE	512132327	PV-190004	MAINT SUPPLIES	0100-81500-0-0000-8100-430010-000-00	297.80
		LB-180049	JUNE BILLING	0100-81500-0-0000-8100-430010-000-00	678.38
				Warrant Total:	**976.18**
				Vendor Total:	**976.18**
136-TOSHIBA AMERICA BUSINESS SOLU	512132328	PO-190064	2018-2019 OPEN PURCHASE OR	0100-11000-0-1110-1000-560008-200-84	736.39
				Warrant Total:	**736.39**
				Vendor Total:	**736.39**
1284-TULARE COUNTY OFFICE OF ED	512132329	LB-180050	ELD CONF	0100-42030-0-1110-1000-520000-000-00	525.00
				Warrant Total:	**525.00**
				Vendor Total:	**525.00**
1129-U.S. BANK NATIONAL ASSOCIATIO	512132330	LB-180051	MAINT SUPPLIES	0100-81500-0-0000-8100-430018-000-00	139.28
		LB-180052	CLASS SUPPLIES	0100-09000-0-1110-1000-440000-000-00	871.46

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id	Amount
				Warrant Total:	**1,010.74**
				Vendor Total:	**1,010.74**
1568-VALERO FLEET SERVICES INC	512132331	LB-180053	JUNE BILLING	0100-07230-0-0000-3600-430009-000-00	112.30
				Warrant Total:	**112.30**
				Vendor Total:	**112.30**
1377-VERIZON WIRELESS	512132332	LB-180054	JUNE BILLING	0100-00000-0-0000-8100-590006-000-00	6.40
				Warrant Total:	**6.40**
				Vendor Total:	**6.40**
967-WASTE MANAGEMENT/USA WAST	512132333	PO-190065	2018-2019 OPEN PURCHASE OR	0100-81500-0-0000-8100-550008-000-00	510.86
				Warrant Total:	**510.86**
				Vendor Total:	**510.86**
785-WELLS FARGO FINANCIAL LEASIN	512132334	PO-190066	2018-2019 OPEN PURCHASE OR	0100-11000-0-1110-1000-560008-100-82	553.15
				Warrant Total:	**553.15**
				Vendor Total:	**553.15**
373-ZOOM IMAGING SOLUTIONS INC	512132335	PO-190067	2018-2019 OPEN PURCHASE OR	0100-11000-0-1110-1000-430000-200-84	323.88
		LB-180055	JUNE BILLING	0100-11000-0-1110-1000-430000-100-82	946.16
		LB-180056	JUNE BILLING	0100-11000-0-1110-1000-430000-100-82	346.57
		PO-190068	2018-2019 OPEN PURCHASE OR	0100-00000-0-0000-7200-430014-000-86	318.37
				Warrant Total:	**1,934.98**
				Vendor Total:	**1,934.98**

Total # of Warrants: **58** **Grand Total:** **231,340.48**

WCESD BOARD OF TRUSTEES

ITEM NO. VI.A. 3.a
DATE: August 14, 2018

SUBJECT TITLE: FCSS District Library Service and Support Services Agreement

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Approve District Library Service and Support Services Agreement between the Fresno County Superintendent of Schools ("FCSS") and the Washington Colony Elementary School District ("District") for the 2018-19 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 school library media centers support the educational program by providing access to a variety on instructional resources.

FINANCIAL IMPACT:

$4.50 per district enrollment (17-18 CBED (441))

Contract Amount ($1,984.50)

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 School District **("Agency")** Attn: Jesus Cruz, Superintendent/Principal 130 E. Lincoln Ave. Fresno, CA 93656 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) **"Effective Date":** September 1, 2018 **"Termination Date":** June 30, 2019	TERMINATION DURING CONTRACT TERM (see § 3.2) 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 $1984.50, 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 (17-18 CBED)

$4.50 x 441 = $1984.50.

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 the cost of one registration fee for one (1) District Library Media Technician or Teacher Librarian to participate in one of the following Professional Development options: a) the eight week blended course titled "Instructional Media Resource Assistant" (IMRA) certification; b) a one day Follett / Destiny sponsored training offered in conjunction with FCSS – Library Services Department; c) or any one day workshop offered by the ITS department (excludes workshops with include a device with attendance).

6) Provide technical assistance, consulting or library grant-writing in support of the District and/or School Library. Hours provided will vary based on 2017-18 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, 2018 – June 30, 2019. 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: _____
Print Name: Jesus Cruzl
Title: Superintendent/Principal
//

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) 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, 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.3.b
DATE: August 14, 2018

SUBJECT TITLE: CONTRACTS/SERVICE AGREEMENTS

Action ___√___ Discussion _____ Information _____

RECOMMENDATION:

Ratify agreement between the Presence Learning and Washington Colony Elementary School for Online Speech and Language and related services for a group of students for 2018-2019 school year.

BACKGROUND:

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

CONSIDERATION:

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

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

FINANCIAL IMPACT:

Flat Rate per Student= $1,875.00 per a number of 19 students

Service Total: $35,625.00

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

FUNDING SOURCE:

General Fund (0100)

Moved by _____ Second _____

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

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PresenceLearning

Service Order Form

LEA Name and Contact Information

Name: Washington Colony Elementary School District - CA
Address: 130 E LINCOLN AVE FRESNO, CA

LEA Primary Point of Contact

Name: Evelyn Diaz
Email Address: evelyndiaz@washingtoncolony.org

LEA Secondary Point of Contact

Name:
Email Address:

PresenceLearning Contact Information

Name: Kendall Sommer
Email Address: kendall@presencelearning.com

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Service Order Form

1. Services

Service	Student Quantity	Service Rate	Service Total
Service License - SLP	19	$1,875.00	$35,625.00
Service License - OT	0	$1,875.00	$0.00
Service License - BMH	0	$1,875.00	$0.00

2. Assessments

Service	Student Quantity	Service Rate	Service Total
SLP Assessment	0	$375.00	$0.00
OT Assessment	0	$375.00	$0.00
BMH Assessment	0	$500.00	$0.00
Assessment Bilingual SLP/OT	0	$500.00	$0.00
Screenings by SLP	0	$55.90	$0.00
Screenings by OT	0	$55.90	$0.00
Screenings by MHP	0	$55.90	$0.00
Screenings by SLP BI	0	$100.90	$0.00
Evaluation Review of Records by SLP	0	$357.90	$0.00
Evaluation Review of Records by OT	0	$357.90	$0.00
Evaluation Review of Records by BMH	0	$357.90	$0.00

3. Psychoeducational Assessments

Service	Student Quantity	Service Rate	Service Total
Evaluation Coordination and Reporting	0	$200.90	$0.00
Review of Records by School Psychologist	0	$250.90	$0.00
Cognitive Selected Index	0	$125.90	$0.00
Neuro Processing Selected Index	0	$125.90	$0.00
Achievement Selected Index	0	$125.90	$0.00
Rating Scale Assessment	0	$125.90	$0.00
Classroom Observation	0	$100.90	$0.00
Achievement Standard Battery	0	$250.90	$0.00
Cognitive Standard Battery	0	$250.90	$0.00
Additional Assessment by School Psychologist	0	$250.90	$0.00
Standard Neuro Processing Battery	0	$250.90	$0.00
Additional Requested Meetings	0	$100.90	$0.00
School Psych Consultation	0	$90.00	$0.00

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Service Order Form

Assessments Commitment	4
Psychoeducational Assessment Commitment	$0.00
Minimum Fees Per Service Order	$35,625.00
Flat Rate Assumptions	Assumed Average Therapy Prescription: 30 minutes Assumed Average Scheduled Group Size: 1.3 students
Document Camera	$85.00 (each)
Term	July 1, 2018 through June 30, 2019

Modified Terms
The terms of the Master Services Agreement or Master Contract applicable to services through June 30, 2018 shall apply for the Term set forth herein.

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Service Order Form

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

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of July 1, 2018 (Effective Date).

PresenceLearning, Inc.		LEA	
By:	DocuSigned by: Jack Phillips 2EBD21BEDF4145A...	By:	DocuSigned by: Jesus H Cruz 8C18980D42AA4AA...
Name:	Jack Phillips	Name:	Jesus Cruz
Title:	VP, Customer Success	Title:	Superintendent
Date:	2018-06-22	Date:	2018-06-29

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NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2018-2019

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MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA WASHINGTON COLONY ELEMENTARY SCHOOL DISTRICT

Contract Year 2018-2019

_____ Nonpublic School

_____ Nonpublic Agency

Type of Contract:

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

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

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

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

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2018-2019 **CONTRACT NUMBER:**

LOCAL EDUCATION AGENCY: Washington Colony Elementary School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: _____

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into on July 1, 2018, between Washington Colony Elementary School District, hereinafter referred to as the local educational agency ("LEA"), a member of the Fresno County Office of Education SELPA and PresenceLearning (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq*. and Title 5 of the California Code of Regulations section 3000 *et seq*., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider's license, certification and/or credential. A current copy of CONTRACTOR's nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification. Total student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

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

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

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2018 to June 30, 2019 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2019. In the event the contract is not renegotiated by June 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION

OR TERMINATION

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

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

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

6. INDIVIDUAL SERVICES AGREEMENT

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

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

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

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

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

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

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

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

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

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

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

f. "Parent" means a biological or adoptive parent, unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

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

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

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

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

ADMINISTRATION OF CONTRACT

8. NOTICES

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

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

9. MAINTENANCE OF RECORDS

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

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the student's record. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall

maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, and reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

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

12. VENUE AND GOVERNING LAW

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

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

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

14. TERMINATION

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

15. INSURANCE

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

PART I

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. INDEMNIFICATION AND HOLD HARMLESS

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

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

expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

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

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

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

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

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

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of

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

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

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

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

20. NON-DISCRIMINATION

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

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

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

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for students, as specified in the student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings,

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

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

22. GENERAL PROGRAM OF INSTRUCTION

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

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

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

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. Licensed Children's

Institution (LCI) CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained Behavior Intervention Manager or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

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

23. INSTRUCTIONAL MINUTES

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

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

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

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

24. CLASS SIZE

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

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

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

25. CALENDARS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable

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

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

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

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

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

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide all data related to any and all sections of this contract and requested by and in the format required by the LEA. It is understood that all nonpublic school and agencies shall utilize the Special Education Information System (SEIS) or comparable system approved by the LEA and SELPA for all IEP development and progress reporting. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING

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

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

29. MANDATED ATTENDANCE AT LEA MEETINGS

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

30. POSITIVE BEHAVIOR INTERVENTIONS

CONTRACTOR shall comply with the requirements of Education Code section 56521.1 and 56521.2. LEA students who exhibit serious behavioral challenges must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and it's implementing regulations. If the Individualized Education Program ("IEP") team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within six (6) days of any new hire.

CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. Training includes certification with an approved SELPA crisis intervention program.

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

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

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

31. STUDENT DISCIPLINE

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

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

32. IEP TEAM MEETINGS

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

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

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

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

[redacted]



34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

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

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

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

CONTRACTOR shall complete academic or other assessment of the student one month prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional

assessment. Any assessment costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

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

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

37. TRANSCRIPTS

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

38. STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF STUDENT FROM PROGRAM

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

40. PARENT ACCESS

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

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR

and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA.

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

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

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

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

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

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

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

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

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9, Health and Safety Code section 1501.1(b), AB 1858, AB490 (Chapter 862, Statutes of 2003) and the procedures set forth in the LEA Procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code section 56000, et seq.; amended and reorganized by the Individuals

with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., title 5, section 3001 et seq., Cal. Code Regs., title 2, section 60100 et seq. regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs.

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

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

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

43. STATE MEAL MANDATE

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

44. MONITORING

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

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

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

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

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

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

PERSONNEL

45. CLEARANCE REQUIREMENTS

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

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

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

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

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

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

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

47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

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

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

48. STAFF ABSENCE

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

circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

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

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

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

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

HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY

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

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

51. FACILITIES AND FACILITIES MODIFICATIONS

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

52. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication

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

53. INCIDENT/ACCIDENT REPORTING

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

54. CHILD ABUSE REPORTING

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

55. SEXUAL HARASSMENT

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

56. REPORTING OF MISSING CHILDREN

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

FINANCIAL

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

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

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

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

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

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

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

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

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

58. RIGHT TO WITHHOLD PAYMENT

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

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

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

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

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

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

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

59. PAYMENT FROM OUTSIDE AGENCIES

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

60. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

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

NONPUBLIC AGENCY STAFF ABSENCE

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

NONPUBLIC AGENCY STUDENT ABSENCE

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

61. INSPECTION AND AUDIT

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

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

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

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

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

62. RATE SCHEDULE

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

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

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

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

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

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2018 and terminates at 5:00 P.M. on June 30, 2019, unless sooner terminated as provided herein.

CONTRACTOR	LEA
_____ Nonpublic School/Agency	WASHINGTON COLONY ESD
By: _____ Signature Date	By: _____ Signature Date
_____ Name and Title of Authorized Representative	_____ Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:	Notices to LEA shall be addressed to:
	JESUS CRUZ-SUPERINTENDENT
Name and Title	Name and Title WASHINGTON COLONY ESD
Nonpublic School/Agency/Related Service Provider	LEA
Address	130 E. Lincoln Avenue Address
City State Zip	Fresno CA 93706 City State Zip
Phone Fax	(559) 233-0706 (559) 233-9583 Phone Fax
Email	jesuscruz@washingtoncolony.org Email

Additional LEA Notification
(Required if completed)

Name and Title
Address
City State Zip
Phone Fax
Email

EXHIBIT A: 2018-2019 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: _____
The CONTRACTOR CDS NUMBER: _____

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

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

a. General Program Tuition Rate

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

2) Related Services

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

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

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

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

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

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

Address _____ City _____ State/Zip _____

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

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

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

AGREEMENT TERMS:

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

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

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

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

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

   B. RELATED SERVICES:

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

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

ESTIMATED MAXIMUM RELATED SERVICES COST (C)$ _____

D. SPECIALIZED EQUIPMENT/SUPPLIES _____ $ _____

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

4. Other Provisions/Attachments:

_____

_____

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

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

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON

_____

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

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

WCESD BOARD OF TRUSTEES

ITEM NO. VI.A.3.c
DATE: August 14, 2018

SUBJECT TITLE: CONTRACTS/SERVICE AGREEMENTS

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

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

BACKGROUND

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

CONSIDERATION

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

FINANCIAL IMPACT:

Standard Hourly Rate Services: $185.00 - $295.00 per hour, billable in .25 of an hour increments (see Terms and Conditions).

FUNDING SOURCE:

General Fund (0100)

Moved by _____ Second _____

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

AGREEMENT FOR SPECIAL SERVICES

I. PARTIES

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

II. PURPOSE

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

III. TERMS AND CONDITIONS

A. Fees for Services

1. Standard Hourly Rate Services

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

Senior Partners	$295
Partners/Senior Counsel	$270
Senior Associates	$260
Associates	$250
Non-Legal Consultants	$220
Senior Paralegals/Law Clerks	$195
Paralegals/Legal Assistants	$185

2. Fixed Fee Services

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

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

3. Fee Arrangements for Specialized Legal Services

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

4. Costs and Expenses

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

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

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

B. Billing Practices

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

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

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

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

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

C. Termination of Representation on a Particular Matter

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

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

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

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

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

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

D. Consent to Joint Representation

The District acknowledges that from time to time Law Firm may be asked to perform legal services on a matter affecting two or more public education local agencies. In such situations before proceeding with representation, Law Firm shall seek separate written consent to

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

E. Client Cooperation.

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

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

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

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

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

G. Consent to Law Firm Communication

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

H. Miscellaneous

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

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

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

IV. BINDING ARBITRATION

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

V. DURATION

This Agreement shall commence July 1, 2018 and terminate on June 30, 2019 and shall thereafter continue from month to month at the then current rate schedules until modified in writing by agreement between the Law Firm and the District up to a maximum of five (5) years duration per Education Code section 17596.

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

"Law Firm"

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Dated: 7.25.18

By: Mary Beth de Goede

Mary Beth de Goede

"District"

WASHINGTON COLONY ELEMENTARY SCHOOL DISTRICT

Dated: 7/26/18

By: Jesus H. Cruz

Jesus H. Cruz, Superintendent

WCESD BOARD OF TRUSTEES

ITEM NO. VI.A.3.d
DATE: August 14, 2018

SUBJECT TITLE: CONTRACTS/SERVICE AGREEMENTS

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Approve contract between AMS. Net Technology Solutions and the Washington Colony Elementary School District for hardware and support services to upgrade the Firewall for the security of District technology for a 3 –year bundle 2018-2021 school years.

BACKGROUND

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

CONSIDERATION

Approve AMS. Net Technology Solutions for hardware and support services to upgrade the Firewall for the security of District technology for a 3 –year bundle 2018-2021.

FINANCIAL IMPACT:

Contract Amount = $8,647.46

FUNDING SOURCE:

General Fund (0100)- Supplemental and Concentration Grants

Moved by _____ Second _____

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

AMS.NET, Inc.
502 Commerce Way, Livermore, CA 94551
925-245-6100 · 925-245-6150 Fax
www.ams.net

Customer Price Quote

Customer

Washington Colony Elementary School District
130 E Lincoln Ave
Fresno CA, 93706-6043 US
ATTN: Jesus Cruz

Ship To

Washington Colony Elementary School District
130 E Lincoln Ave
Fresno, CA 93706-6043
ATTN: Jesus Cruz

Quote Description

Washington Colony Elementary School- Fortinet FG-201E Bundle - 3 Year

Quote #	**#Q-00028399**
Project #	87547
Modified	8/7/2018
Account Mgr.	Drew Ekizian
AM Phone	(559) 547-2866
AM Email	dekizian@ams.net
Inside Account Mgr.	Chris Gosset
IAM Phone	(925) 245-6159
IAM Email	cgosset@ams.net
Quote Exp.	11/5/2018

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
1	**FG-201E-BDL-900-36** FORTIGATE 201E PLUS 3YR 8X5 UTMPERP BNDL	Fortinet	1.00	$7,985.60	$7,985.60
2	**AMS-FREIGHT-DROPSHIP** Freight	None	1.00	$25.00	$25.00

Order Summary

Subtotal	$8,010.60
Adjustment	$0.00
Estimated Taxes	$636.86
Total	**$8,647.46**

AMS.NET
Technology Solution Provider

AMS.NET, Inc.
502 Commerce Way, Livermore, CA 94551
925-245-6100 • 925-245-6150 Fax
www.ams.net

Terms and Conditions

1. AMS.NET will require a Purchase Order referencing this Quote # or if a Purchase order is not provided, an authorized representative must sign this quote.

2. Payment terms are Net 30. An interest charge of 1.5% per month will be applied to all accounts past due, plus all costs of collection and reasonable attorneys fees. AMS.NET accepts all major credit cards. A convenience fee of 3.5% will be assessed. Customer agrees to accept multiple invoices for projects that cover multiple sales. In the event that a site's readiness is delayed by the customer, customer agrees to accept and pay invoices that reflect equipment and services already received.

3. Items sold by AMS.NET, Inc. and shipped to destinations in California are subject to sales tax. If an item is subject to sales tax in the state to which the order is shipped, tax is generally calculated on the total selling price of each individual item. In accordance with state tax laws, the total selling price of an order will generally include shipping and handling charges and item-level discounts. The amount of tax charged on your order will depend upon many factors including, but not limited to, the type of item(s) purchased, and the source and destination of the shipment. Factors can change between the time you place an order and the time an invoice is sent, which could affect the calculation of sales taxes. The amount appearing on your proposal as 'Estimated Sales Tax' may differ from the sales taxes ultimately charged. Shipping charges and sales tax will be added to this order when invoiced and the customer agrees to pay these charges.

4. All companies with tax exemption must present a valid Tax Exempt form. If Customer is tax exempt or if tax exempt form is not provided then customer agrees to pay all applicable taxes.

5. All shipments are FOB Origin or Pre-paid and shipped to Dock. Any Special shipping requirements must be clearly stated on all PO's (i.e. inside delivery). If inside Delivery or Lift-gate is required it must be specified and additional fees will incur. Shipping charges that appear on this quote are an estimate, AMS.NET will invoice and the customer will pay the actual shipping charge when identified.

6. Upon delivery of equipment, customer agrees to open all shipments and visually inspect equipment for physical damages. All damages must be reported to AMS.NET within 24 hours of delivery.

7. Returns will be accepted at AMS.NET discretion and are subject to manufacturer returns policies as well. For returns to be approved all merchandise must be in an unopened box and the customer agrees to pay a restocking fee of 15% of the purchase price. Returns must be made within 15 Days of receipt. All shipments must have a valid RMA number from AMS.NET before returning. For RMA requests please contact our Customer Service Department at (800) 893-3660 Ext. 6111. Email RMA requests should be directed to service@ams.net A copy of AMS.NET's full RMA policy is available for review online at www.ams.net/services/procurement-and-financing/

8. The laws of the State of California will apply to this sale.

9. The term "installation date" means the first business day on which installation of the system is complete. Minor omissions or variances in performance of the System that do not materially or adversely affect the operation of the system, shall not be deemed to have postponed the Installation Date. Seller shall use its best efforts to make timely delivery and installation. However, all stated delivery and installation dates are approximate and except as expressly provided in this agreement, Seller shall, under no circumstance, be deemed to be in default hereunder or be liable for consequential, incidental or special damages or commercial loss resulting from delays in delivery or installation.

10. Warranties. AMS warrants to Customer that it has good title to the equipment being sold to Customer under this Agreement, and the right to sell such equipment to Customer free of liens or encumbrances. AMS further warrants to Customer that the equipment being sold to Customer hereunder shall be free from defects in workmanship for a warranty period of thirty (30) days commencing on the later date the equipment is delivered to Customer or the date upon which AMS completes performance of the services to be performed under this agreement (this warranty being hereinafter referred to as an "Installation Warranty"). Except as expressly set forth in this paragraph, AMS does not make, and hereby disclaims, any and all representations or warranties, express or implied, with respect to the equipment or services being provided under this agreement, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, satisfactory quality, against infringement, or arising from a course of dealing, usage or trade practice. AMS shall reasonably cooperate and assist Customer in enforcing any manufacturer warranties with respect to the equipment being sold to Customer under this Agreement. AMS hereby advises Customer, and Customer acknowledges that in the event Customer desires to procure from AMS any warranty protection beyond the warranty of title and the Installation Warranty provided under this Paragraph, Customer may do so by entering into a separate Service Agreement with AMS.

Manufacturer's warranty that is guaranteed is whatever is published by the manufacturer at the time of purchase.

AMS.NET Tax ID: 94-3291629

C7 License: 763508

AMS.NET
Technology Solution Provider

AMS.NET, Inc.
502 Commerce Way, Livermore, CA 94551
925-245-6100 • 925-245-6150 Fax
www.ams.net

Please fax signed Quotation or Purchase Order to your AMS.NET account manager or to 925.245.6150. Full terms and conditions can be viewed on our website at www.ams.net/services/procurement-and-financing/

Authorized Signature: Jesus B. Cruz Date: 8/8/18

Print Name: Jesus Cruz Print Title: Superintendent

WCESD BOARD OF TRUSTEES

ITEM NO. VI.A.4
DATE: August 14, 2018

SUBJECT TITLE: Rural School Bus Pilot Project Application

Action ___√___ Discussion _____ Information _____

RECOMMENDATION:

Approve the submission of the WCESD Rural School Bus Project **Application Part A** to the North Coast Unified Air Quality Management District (NCUAQMD).

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:

Washington Colony Elementary School District is taking the opportunity to apply for a bus replacement project sponsored by the North Coast Unified Air Quality Management District. According to the US EPA, more than half of today's buses have been in service for over a decade. These older school buses emit twice as much pollution per mile as a simi-truck.

According to the criteria required and researched by our maintenance director, Washington Colony meets the criteria (baseline or 'old bus") for this Rural School Bus Pilot project. Our district owns and operates with an old bus that is over 20 years old, and has its current CHP certification. The main goal of this grant program is accelerating the turnover of California school bus fleets to lower carbon transportation choices, especially in rural school district that have less access to other funding sources. The new school bus will need to be current model year available meeting conditions of Zero-Emission (battery electric or fuel cell). If selected for funding, applicants will be required to complete **Application Part B** within 30 days, with additional documentation (Board Resolution) and submit it to NCUAQMD.

FINANCIAL IMPACT:

Total Grant Funding Requested: $434,831 (Matching funds depend on price of diesel bus)

FUNDING SOURCE:

General Fund (0100)

Moved by _____ Second _____

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

Rural School Bus Pilot Project
Application Part A

Applicant Information

School District or JPA: WASHINGTON COLONY SCHOOL DISTRICT	Contact Name, Title: JEFF DRONYK DIRECTOR M, O+T	
Mailing address: 130 E. LINCOLN AVE.		
City: FRESNO	State: CA.	Zip Code: 93706
Physical address: 130 E. LINCOLN AVE.		
City: FRESNO	State: CA.	Zip Code: 93706
School or JPA Phone: 559-233-0706	Contact Phone: 559-417-5442	
Local Air District: SAN JOAQUIN VALLEY	Email Address: JEFFDRONYK@WASHINGTONCOLONY.ORG	
Type of Applicant: ☒ Public School District ☐ Charter School District ☐ JPA ☐ County Office of Education ☐ Division of State Special Schools of the State Department of Education		

New School Bus Technology Type

Technology Type applying for : ☒ Zero-Emission ☐ Hybrid or Internal Combustion Engine Using Renewable Fuel
Zero-Emission Projects Only: Are you applying for infrastructure costs: ☒ Yes ☐ No Have you verified this technology will work for your route: ☒ Yes ☐ No
Hybrid or Internal Combustion Engine Projects Only: What Fuel type will you be applying for: ☐ Diesel ☐ CNG ☐ Propane Have you verified the availability of RENEWABLE FUEL: ☐ Yes ☐ No
Total Grant Funding Requested: $ # 434,831

Funding Disclosure

Has the engine or vehicle in this application been considered for or awarded replacement or retrofit funding? ☐ Yes ☒ No
If Yes, please give the agency name, status of application or agreement and funding amount requested/awarded:

Baseline School Bus ("old school bus")

Vehicle Identification Number (VIN): 1T75T4B20R1120670			School Bus Type: ☐ A ☐ B ☐ C ☒ D
Vehicle Manufacturer: THOMAS	Model: SAF-T-LINER	Year: 1994	
Gross Vehicle Weight Rating (GVWR): 37,400	License Plate Number: E002176	Fuel Type: DIESEL	
Name of Registered Owner: WASHINGTON COLONY SCHOOL DISTRICT		Horse power: 300	
Engine Manufacturer: CUMMINS	Engine Model: C8.3-300	Engine Year: 1993	
Engine Serial Number: 44873005	Current Odometer Reading: 196,740	Is this school bus currently CHP Certified: ☒ Yes ☐ No	
School Bus Storage Address: 130 E. LINCOLN AVE. FRESNO, CA. 93706			
Miles Traveled Last School Year: 7,126	Has the engine ever been replaced in this bus: ☐ Yes ☒ No	Has the odometer ever been replaced in this bus: ☒ Yes ☐ No	
Total Engine Mileage: 196,740	**Please Note:** Project ranking is determined by the total mileage of the "old school bus" (chassis). Total engine mileage is collected for informative purposes only. If the odometer or engine has been replaced the Applicant must provide records to demonstrate old school bus mileage, should they be selected for funding. Only mileage that is verifiable will be accepted.		
Total "old school bus" mileage: 196,740			

Total Number of Applications being submitted, including this application (must be 12 or less): 1

I hereby certify that all information provided in this application are true and correct. I understand that this application is for evaluation purposes only and does not guarantee project funding. I certify that to the best of my knowledge, the information contained in this application and in any documentation accompanying this application or submitted in furtherance of this application is true and accurate. I certify that I have the legal authority to apply for funding on behalf of the applicant entity and that I am authorized to sign this application on behalf of applicant.

Printed name of representative:	Title:
JEFF DRONYK	Director M, O + T
Signature of representative:	Date:
Jeff Dronyk	7/2/18

2

RURAL SCHOOL BUS PILOT APPLICATION CHECKLIST

Part A

- Eligibility Criteria and Requirements:
  - ☑ Chassis must be 20 years or older
  - ☑ Must be owned by applicant (no lien holder on the registration)
  - ☑ GVWR must be greater than 14,000 pounds
  - ☑ Current CHP certification

Copy

- Items needed in order to execute Part A of Application process:
  - ☐ Current CHP Safety Certification and Current DMV Registration for the bus (es) to be replaced
  - ☑ School Bus Storage Address
  - ☑ Information regarding your oldest buses in fleet:
    1. Vehicle Model year (as listed on DMV registration)
    2. Vehicle make and model
    3. Vin
    4. GVWR
    5. License Plate Number
    6. Fuel type
    7. Registered Owner
    8. Engine Year
    9. Engine make and model
    10. Engine Serial Number.
    11. Current Odometer reading
    12. Miles traveled last school year
    13. Total Engine Mileage
    14. Total "Old School Bus" mileage
    15. Has the engine ever been replaced in this bus? No
    16. Has the odometer ever been replaced in this bus? Yes

2

RURAL SCHOOL BUS PILOT APPLICATION CHECKLIST

Part A

- Hybrid and Internal Combustion project requirements:
  - ☐ The old school bus is required to be dismantled

- Zero-Emission project requirements:
  - ☒ The old school bus is required to be a designated back up school bus or dismantled
    - If designated as back up no more than 1,000 miles can be driven each school year

yes →

- The Application is divided into 2 parts:
  - Part A- Requires basic information about the applicant, old school bus and desired technology.
  - Part B- Only for applicants initially selected for funding (notified by 9/28/2018). Requires submission of supporting documentation for the old school bus, vendor estimates and school board resolutions. (Due within 30 days from the execution of the contract)

→

***Projects that receive co funding cannot exceed allowable projects costs**

***An allowable number of 12 applications can be submitted**

****Applications are due on August 10, 2018 prior to 5:00 P.M.**

RESOLUTION No. _____

BEFORE THE _____
AUTHORIZING PARTICIPATION IN THE RURAL SCHOOL BUS PILOT PROJECT

WHEREAS, on _____, 2018, the Board of Directors of the _____ _____ met in regular session; and

WHEREAS, California Climate Investments are funded by the State proceeds from Cap-and-Trade auctions. These funds provide an opportunity for the State to invest in projects that help achieve our climate goals and provide benefits to disadvantaged communities; and

WHEREAS, the California Air Resources Board (CARB) created the Rural School Bus Pilot Project (RSBPP), and has allocated funding from the California Climate Investments; and

WHEREAS, the North Coast Unified Air Quality Management District (NCUAQMD) has been selected to administer the RSBPP on behalf of CARB; and

WHEREAS, the NCUAQMD requires the submission of information, on standardized forms (application forms), to determine eligibility and to rank proposed projects; and

WHEREAS, if selected to receive funding, in order to participate in the RSBPP, the grantee is required to enter into an agreement with the NCUAQMD wherein the fulfillment of terms and conditions is required in order to receive the funding.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the _____ _____ authorizes the submission of applications for Rural School Bus Pilot Project grants; and

BE IT FURTHER RESOLVED, that _____ is authorized to implement and administer the grant program.

On motion of_____, Seconded by_____, the foregoing resolution is hereby PASSED and ADOPTED BY the _____ Governing Board on this _____, 2018 by the following votes:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____ School District

_____

, Chair

ATTEST:

_____

Clerk of the Board,

Rural School Bus Application Part A Bus Worksheet

School District Name: _____

Mailing Address: _____

Old School Bus info (use registration for year)

Vin #	Bus Type	Vehicle Make	Vehicle Model	Vehicle Year	GVWR	License Plate Number	Fuel Type	Horse power	Is this bus CHP certified?	Are you the registered owner?	Engine Manufacturer	Engine Model	Engine Year	Engine Serial Number	Current Odometer reading	Miles traveled last year	Total engine mileage	Total "old school bus" mileage	Has the engine ever been replaced on this bus?	Has the odometer ever been replaced on this bus?

New Bus Technology Specific Questions

Are you applying for Zero-Emission or Hybrid/Internal Combustine engine?	If zero emission are you applying for infrastructure costs? If so, have you verified technology will work for your route?	If Hybrid/Internal Combustion Engine what type of fuel are you applying for? Have you verified the availability of renewable fuel?

WCESD BOARD OF TRUSTEES

ITEM NO. VI.A.5
DATE: August 14, 2018

SUBJECT TITLE: CONFERENCE ATTENDANCE

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Consider authorizing attendance participation to Superintendent/Principal Mr. Cruz to attend the CLSBA Unity Conference 2018; San Diego, October 4 - 7, 2018.

BACKGROUND

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

Moved by _____ Second _____

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

WCESD BOARD OF TRUSTEES

ITEM NO. VI.A.6
DATE: August 14, 2018

SUBJECT TITLE: SURPLUS EQUIPMENT/OBSOLETE TEXTBOOKS

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

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

BACKGROUND

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

CONSIDERATION

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

Moved by _____ Second _____

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

WASHINGTON COLONY SCHOOL DISTRICT

Surplus Equipment/Obsolete Textbook Form

Date 08-01-2018 Site M-05

Form Completion Instruction. In Description block provide the following:

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

Description	Recommended Disposition
Dell Optiplex 740 ST= 8TCTPL1	ASSET TAG # 010004 E-WASTE

_____For additional items check here and attach list.

Site Administrator Approval Jesus H. Cruz 8/2/18

Signature Date

Disposition:

WCESD BOARD OF TRUSTEES

ITEM NO. VI.B.1
DATE: August 14, 2018

SUBJECT TITLE: Offer of Employment for 5th grade Teacher

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Ratify offer of employment for Sara Gonzalez – 5th Grade Multiple Subject Teacher on the basis of a Provisional Internship Permit at Washington Colony Elementary School.

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 Sara Gonzalez who meets all qualifications as 5th Grade Multiple Subject Teacher on the basis of a Provisional Internship Permit established by law and the Board for the 5th Grade Teaching Position.

Moved by _____ Second _____

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

WCESD BOARD OF TRUSTEES

ITEM NO. VI.B.1
DATE: August 14, 2018

SUBJECT TITLE: Offer of Employment for Literacy ELA/ELD Coach

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Ratify Offer of Employment for Amy S. Aragon for the Literacy ELA/ELD Coach (FTE Position).

BACKGROUND

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

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

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

CONSIDERATION

I am recommending for employment Amy S. Aragon who meets all qualifications established by law and the Board for the Literacy ELA/ELD Coach position.

Moved by _____ Second _____

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

WCESD BOARD OF TRUSTEES

ITEM NO. VI.B.3
DATE: August 14, 2018

SUBJECT TITLE: Contract for Certificated Management Employee

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Ratify Contract of Employment for Evelyn Diaz for the Certificated Management Assistant Principal Position for the 2018-19 school year.

BACKGROUND

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

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

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

CONSIDERATION

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

Moved by _____ Second _____

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

WASHINGTON COLONY SCHOOL DISTRICT

EMPLOYMENT CONTRACT FOR ASSITANT PRINCIPAL

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

I. Term

District hereby employs Evelyn Diaz Andrews as Assistant Principal for a term of one (1) year beginning August 1, 2018 and concluding June 30, 2019, and she accepts such employment.

II. Salary

For said services as Assistant Principal, Evelyn Diaz Andrews shall be paid an annual salary of $95,878 payable in eleven installments each year, on the last working day of each month, commencing August 1, 2018.

III Fringe Benefits

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

IV. Work Year

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

V. Changes In Or Termination of Contract

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

VI. Application of Laws/Rules

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

VII. Professional Organizations/Meetings

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

VIII. Credential

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

Dated: 8/02/18

WASHINGTON COLONY SCHOOL DISTRICT

Jesus B. Cruz

Jesus Cruz, Superintendent

ACCEPTANCE OF OFFER

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

Dated: 8/6/18

Evelyn Diaz-Andrews

Evelyn Diaz Andrews

Approved by the Board of Trustees
On :
8/14/18

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

WCESD BOARD OF TRUSTEES

ITEM NO. VI.B.4
DATE: August 14, 2018

SUBJECT TITLE: RESIGNATION

Action ___√___ Discussion _____ Information _____

RECOMMENDATION:

Ratify Superintendent's acceptance of resignation from Nancy Alvarez, - Library Aide (Part – Time position).

BACKGROUND:

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

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

CONSIDERATION:

Nancy Alvarez, Library Aide is resigning her position effective July 29, 2018.

Moved by _____ Second _____

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

Nancy Alvarez
7356 s. Cherry Ave
Fresno CA , 93725
(559)273-3458
Mommynani@gmail.com

16th July 2018

Evelyn Diaz
Washington Colony
130 e. Lincoln Ave
Fresno CA 93725

J.C.

Dear Mrs. Diaz

Please accept this formal letter of resignation as a resignation form as the library aide effective July 29th, 2018.

I am no longer to continue with my duties as the school Librarian at Washington Colony Elementary School.

I am not able to continue my position due to my childcare provider no longer being able to watch my children because she will be going back to school and I will thus be unable to adequately focus the appropriate time and energy in the library environment.

Its has been a pleasure to serve as the librarian for the past two years. Working with all staff and most importantly children in making reading a priority. I am beyond grateful for the opportunity that I was blessed with. I am willing to give support when and where need from me through the transition period.

Thank you so much for the amazing support .

Wish all students and staff the best in the years to come

Sincerely,

Nancy Alvarez

WASHINGTON COLONY ELEMENTARY SCHOOL DISTRICT

130 E. LINCOLN AVENUE, FRESNO, CA 93706
PHONE: (559) 233-0706 FAX: (559) 233-9583

July 18, 2018

Nancy Alvarez
Library Aide
Washington Colony Elementary

Dear Nancy,

This is to confirm receipt and acceptance of your letter of resignation, dated July 16, 2018, for the position of Library Aide, which is to be effective immediately as the receipt of your letter of resignation (last day of work 7/29/18).

It has been a pleasure having you as one of our employees and we wish you success in your future undertakings. Thank you for your service to the Washington Colony Elementary School District.

Best regards,

Jesus Cruz
Superintendent/Principal

Jesus Cruz, Superintendent/Principal ~ Evelyn Diaz, Assistant Principal
Jeff Dronyk, Transportation & Maintenance Supervisor ~ Crystal Gomez, Administrative Assistant ~ Maria C. Rodriguez, Financial Manager
Board of Trustees: Gary Chavez ~ Robert E. Dack ~ Liz Escobedo ~ Peter L. Mathews ~ Rose Mendez

WCESD BOARD OF TRUSTEES

ITEM NO. VI.B.5
DATE: August 14, 2018

SUBJECT TITLE: INTERDISTRICT ATTENDANCE PERMITS

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Ratify action on Interdistrict Attendance Permit request for the 2018-19 school year.

BACKGROUND

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

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

CONSIDERATION

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

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

Moved by _____ Second _____

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

district

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

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

Moved by _____ Second _____

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

WCESD BOARD OF TRUSTEES

ITEM NO. VI.C.1
DATE: August 14, 2018

SUBJECT TITLE: Fresno County Cradle to Career C2C

Action ___√___ Discussion _____ Information _____

RECOMMENDATION:

Approve the Fresno County Cradle to Career Washington Colony School District annual membership for the 2018-19 school year.

BACKGROUND

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

CONSIDERATION

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

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

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

FINANCIAL IMPACT:

Total Amount $500 per year (2018-19)

FUNDING SOURCE:

General Fund (0100)

Moved by _____ Second _____

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

CRADLE TO CAREER
FRESNO COUNTY

July 24, 2018

Invoice #00216

Washington Colony Elementary School
Attn: Jesus Cruz

2018-2019	**Cradle to Career Fresno County annual membership fee**	$500.00
	Washington Colony Elementary School	

Payable and mail to:

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

Date: June 13, 2018

To: District Superintendents

From: Eric Cederquist
Jim Yovino

Subject: Cradle to Career (C2C) Fees – Budget for 2018/2019

I am sending this email on behalf of Jim Yovino and myself. Annual membership fees for Cradle to Career services, networks, collaborations, etc. will remain the same in 2018/2019 as last year. The impact and value of C2C continues to grow as strong networks are developed with the various agencies and sectors throughout Fresno County (mental health initiative between the Department of Behavioral Health and FCSS is just one example). C2C continues to access funds and services to benefit students and families in Fresno County school districts. The See2Succeed vision program has expanded into more districts and a transformative Individual Learning Plan project is underway in Washington Unified, as a result of a successful C2C grant application in partnership with Washington Unified. From preconception to career, C2C is making a difference for all children in Fresno County.

I will continue to be involved with C2C and advocate for rural districts by being a "voice" for districts at the C2C Leadership Council meetings. Attached are the membership fees for 2018/2019. Invoices will be sent out sometime after July 1st for the 2018/2019 fiscal year from Erica Ybarra of C2C. Please feel free to contact me at 647-5334 if you have any questions. In addition, you may also reach me at this email address or at eric.cederquist@aol.com.
Have a great summer!

WCESD BOARD OF TRUSTEES

ITEM NO. VI.C.2
DATE: August 14, 2018

SUBJECT TITLE: (ELA-Early Literacy, Visual & Performing Arts (VAPA), STEM/Math, Leadership C & I Coaching Support and Instructional Technology for the 2018-2019 school year)

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Ratify the ELA Professional Development Services Agreement between the Fresno County Superintendent of Schools ("FCSS") and the Washington Colony Elementary School District ("District") for the 2018-19 school year.

BACKGROUND

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

CONSIDERATION

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

FINANCIAL IMPACT:

Total Contract Amount = $57,000.00

FUNDING SOURCE:

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

Moved by _____ Second _____

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

PROFESSIONAL LEARNING/TRAINING AGREEMENT
("Agreement")

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

COVER

Program/Event: Washington Colony Elementary School District

AGENCY	FCSS
Washington Colony Elementary School District **("Agency")** Attn: Mr. Jesus Cruz, Superintendent/Principal 130 E. Lincoln Avenue Fresno, CA 93706 Phone: 559-233-0706 Email: jesuscruz@washingtoncolony.org	Fresno County Superintendent of Schools **("FCSS")** Attn: Diane Leonardo, Senior Director Dept.: Curriculum & Instruction Fresno County Office of Education 1111 Van Ness Ave. Fresno, CA 93721 Phone: (559) 265-3098 Email: dleonardo@fcoe.org
CONTRACT TERM (see § 3.1) **"Effective Date"**: August 1, 2018 **"Termination Date"**: May 30, 2019	TERMINATION DURING CONTRACT TERM (see § 3.2) Ground for termination: With or without cause **"Notice Period"**: At least 30 before the effective date of termination of this Agreement

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

1. *Description of Professional Learning/Training:* FCSS shall provide the following professional learning/ training:
    - English Language Arts/English Learner Development Professional Learning and Coaching: 25 days at $950 per day = $23,750
    - Mathematics Professional Learning and Coaching: 11 days at $950 per day = $10,450
    - Systems and Leadership Coaching: 8 days at $950 per day = $7,600
    - Instructional Technology Professional Learning and Coaching: 10 days at $950 per day = $9,500
    - Visual and Performing Arts Professional Learning and Coaching: 6 days at $950 per day = $5,700
2. *Date(s) of Professional Learning/Training*: The Parties' staff will coordinate and schedule the particular date(s) on which FCSS will conduct the professional learning/training, which date(s) shall be within the Contract Term.
3. *Location of Professional Learning/Training*: The Parties' staff will coordinate and determine the location(s) of the professional learning/training.

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)***:

"Contract Amount" of $57,000 , the breakdown of which is set forth above under FCSS OBLIGATIONS. FCSS shall submit each invoice for payment to Agency as follows: November 2018 and May 2019 . 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 for such Services.

AGENCY OBLIGATIONS. Agency shall perform all obligations required of Agency as set forth elsewhere in this Agreement and the following:

Communicate and coordinate with FCSS staff regarding the professional learning/training referenced above.

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

NOTE – ELECTRONIC SIGNATURE: While FCSS will accept digital signatures on contracts and amendments, they must be validated by a reliable Certificate Authority, and if a digital signature is used to execute any such document, the signature page thereof must be provided to FCSS in the electronic format it was signed in.

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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 agrees 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. 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.

1.4.1 CONFIDENTIAL MATERIAL. If any documents 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 or as this Agreement may permit; (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; (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; (D) acknowledge that any Confidential Material related to students shall be the property of and under the control of the Party whose student it relates to, notwithstanding any use authorized under this Agreement; and (E) not retain any Confidential Material related to a student of the other Party upon the expiration of this Agreement, which shall be accomplished by either the return of or the destruction of such Confidential Material. The provisions of this Subsection shall survive the termination of this Agreement.

1.4.2 SCHOOL OFFICIAL DESIGNATION. To the extent FCSS' provision of the Services under this Agreement will entail FCSS staff to view, handle, create, or receive Confidential Material consisting of student records of Agency's students (**"Pupil Records"**) that are subject to the Family Educational Rights and Privacy Act (**"FERPA"**), FCSS acknowledges and agrees, for the purposes of this Agreement, that FCSS is hereby designated as a "school official" with "legitimate educational interests" in the Pupil Records, as those terms are defined under FERPA and its implementing regulations. FCSS agrees to abide by the FERPA limitations and requirements imposed by 34 CFR 99.33(a) on school officials, including that FCSS will not disclose Pupil Records to any other party without the prior written consent of each pupil's parent or eligible pupil.

ARTICLE 2 PAYMENT. As full consideration and compensation for FCSS' performance of this Agreement, Agency shall pay FCSS the Contract Amount in accordance with the Payment Schedule stated on the Cover.

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; RIGHTS AND OBLIGATIONS UPON TERMINAITON. During the Contract Term, a Party, with or without cause, may terminate this Agreement by giving the other Party written notice for the Notice Period stated on the Cover. Upon termination of this Agreement, 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 Section shall survive the termination of this Agreement.

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

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***: FCSS 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.

/ /