

Washington Colony ESD
Published: Feb 08, 2019 04:26 PM
REGULAR BOARD MEETING February 12, 2019 Board Packet
Tuesday, February 12, 2019
Open Session: 6:30 PM | Closed Session:
Washington Colony Elementary School District
130 E. Lincoln Avenue, M-5, Fresno, United States

Board of Trustees
Gary Chavez, President
Pete Mathew, Clerk
Rene Mendoza, Member
Stephanie Martinez-Morris, Member
James Dack, Member
Secretary
Jesus Cruz, Superintendent/Principal

REGULAR MEETING AGENDA

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

Quick Summary/Abstract:

Approve agenda for the February 12, 2019 Regular Board Meeting.

B. Adopt Minutes

1. January 8, 2019 Regular Board Meeting

C. Public Comment/Board Comment

Quick Summary/Abstract:

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. 6th Grade Camp Trip Presentation**

2. Board History- J. Cruz

3. Financial Reports(s)*

4. Superintendent's Report**

Quick Summary/Abstract:

a) Facilities Projects and Repairs Update **
b) WC New Building Project update**

B. Personnel/Students

1. ADA/ Enrollment Report*

2. Suspension Report*

Quick Summary/Abstract:

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. Audit Report

Quick Summary/Abstract:

Under separate cover and available for public inspection is the Independent Auditor's Report as of and for the year ended June 30, 2018. The Board will review the annual district audit for the prior year, any audit exceptions identified, the recommendations or findings of any management letter issued, and any description of correction or plans to correct any exceptions or issue raised in the management letter.

2. Warrants

Quick Summary/Abstract:

Review and Ratify Warrants paid for the period January 1 – January 31, 2019.

3. Contract/Strategic Mechanical Inc. Proposal Agreement

Quick Summary/Abstract:

Approve proposal agreement with Strategic Mechanical Inc. for the Hydronic Heating Boiler Installation.

4. Contract/Alert Medical Training

Quick Summary/Abstract:

Ratify the Purchase of the onsite Automated External Defibrillator (AED) unit.

5. Contract/Dellavalle Laboratory, Inc. – Distribution Operator Service

Quick Summary/Abstract:

Approve agreement with Dellavalle Laboratory, Inc. to perform the duties of Distribution Operator for the period beginning January 1, 2019 and ending December 31, 2019

6. Contract/NetXperts, Inc. All Net, All the time Service Provider Agreement

Quick Summary/Abstract:

Approve the Service Provider Agreement between NetXperts Inc. and Washington Colony ESD to establish E-Rate pricing for network switches and modules under the E-Rate Category 2 program.

7. School Safety Plan

Quick Summary/Abstract:

Adopt the 2018-19 Washington Colony Comprehensive School Safety Plan.

8. CSBA Delegate Assembly Elections for Subregion 10-B

Quick Summary/Abstract:

Consider completing the ballot and vote for the number of vacancies within geographical subregion 10-B.

B. Personnel/Students

1. Interdistrict Attendance Permits

Quick Summary/Abstract:

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

C. Curriculum/Instruction/Assessment

1. Low-Performing Students Block Grant Plan

Quick Summary/Abstract:

Approve the Low-Performing Students Block Grant Plan.

VII. Adjournment

For more information concerning this agenda, please contact Jesus Cruz, Superintendent, Washington Colony Elementary School District at 130 E. Lincoln Avenue, Fresno, CA 93706; telephone (559) 233-0706; fax (559) 233-9583.

Washington Colony ESD
REGULAR BOARD MEETING February 12, 2019
Tuesday, February 12, 2019
Open Session: 6:30 PM | Closed Session:
Washington Colony Elementary School District
I Call to Order

Type:
Procedural

Washington Colony ESD
REGULAR BOARD MEETING February 12, 2019
Tuesday, February 12, 2019
Open Session: 6:30 PM | Closed Session:
Washington Colony Elementary School District
II Roll Call

Type:
Procedural

Washington Colony ESD
REGULAR BOARD MEETING February 12, 2019
Tuesday, February 12, 2019
Open Session: 6:30 PM | Closed Session:
Washington Colony Elementary School District
III Pledge of Allegiance

Type:
Procedural

Washington Colony ESD
REGULAR BOARD MEETING February 12, 2019
Tuesday, February 12, 2019
Open Session: 6:30 PM | Closed Session:
Washington Colony Elementary School District
IV Routine Items

Type:

Washington Colony ESD
REGULAR BOARD MEETING February 12, 2019
Tuesday, February 12, 2019
Open Session: 6:30 PM | Closed Session:
Washington Colony Elementary School District
IV.A Approve Agenda

Type:
Action

Quick Summary/Abstract:
Approve agenda for the February 12, 2019 Regular Board Meeting.

Attachments:
1. Approve Agenda 2019

WCESD BOARD OF TRUSTEES

ITEM NO. IV.A
DATE: February 12, 2019

SUBJECT TITLE: APPROVE AGENDA

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Approve agenda for the February 12, 2019 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 ESD
REGULAR BOARD MEETING February 12, 2019
Tuesday, February 12, 2019
Open Session: 6:30 PM | Closed Session:
Washington Colony Elementary School District
IV.B Adopt Minutes

Type:
Action

Attachments:

1. Adopt Minutes
2. Adopt January 8, 2019

SUBJECT TITLE: QUALIFIED SCHOOL CONSTRUCTION BOND ITEM NO. V.A.1

WCESD BOARD OF TRUSTEES

ITEM NO. IV.B.1
DATE: February 12, 2019

SUBJECT TITLE: ADOPT MINUTES

Action √ Discussion _____ Information _____

RECOMMENDATION

Adopt minutes of the January 8, 2019 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:_____

Published: Jan 04, 2019 04:22 PM

Minutes for REGULAR BOARD MEETING January 8, 2019

Tuesday, January 8, 2019

Open Session: 6:30 PM | Closed Session:

Washington Colony Elementary School District

Attendance:

Attendees	Present/Absent	Arrival	Departure
Board Members			
Gary Chavez	Present	6:33 PM	7:58 PM
Pete Mathew	Present	6:33 PM	7:58 PM
Rene Mendoza	Present	6:33 PM	7:58 PM
Stephanie Martinez Morris	Present	6:33 PM	7:58 PM
James Dack	Present	6:33 PM	7:58 PM

I. Call to Order

Minutes:

Attendance: Mr. Cruz, Mrs. Diaz, Maria Rodriguez, Crystal Gomez

Votes:

Motion:

Motion By: Gary Chavez Seconded By: Gary Chavez

Gary Chavez	YES
Pete Mathew	YES
Rene Mendoza	YES

Stephanie Martinez Morris	YES
James Dack	YES

Result: PASSED

II. Roll Call
Minutes:
All present (Chavez, Mathew, Mendoza, Martinez-Morris, Dack)

Votes:
Motion:

Motion By: Gary Chavez Seconded By: Gary Chavez

Gary Chavez	YES
Pete Mathew	YES
Rene Mendoza	YES
Stephanie Martinez Morris	YES
James Dack	YES

Result: PASSED

III. Pledge of Allegiance
Minutes:
The pledge of Allegiance was led by Stephanie Martinez- Morris

IV. Routine Items

A. Approve Agenda
Votes:
Motion:

Motion By: Stephanie Martinez Morris Seconded By: James Dack

Gary Chavez	YES

Pete Mathew	YES
Rene Mendoza	YES
Stephanie Martinez Morris	YES
James Dack	YES

Result: PASSED

B. Adopt Minutes
Votes:
Motion:

Motion By: Pete Mathew Seconded By: James Dack

Gary Chavez	YES
Pete Mathew	YES
Rene Mendoza	YES
Stephanie Martinez Morris	YES
James Dack	YES

Result: PASSED

1. December 11, 2018 Regular Board Meeting

C. Public Comment/Board Comment
Minutes:
Mrs. Davis, want to thank you (Mr. Dack/ Mrs. Martinez- Morris) for winning the elections sorry I was not here to say good-bye to Liz and Bob.

D. Correspondence
Minutes:
Flyer provided for a Board training Feb 19th 5:30 to 8:30 let me know so we can register you ahead of time, Brown Act Book provided to all Board members.. A CDE approval letter was provided by Mr. Cruz regarding the new construction of the 4 classrooms . The two Kindergarten class, one SDC and one GE classroom

this based on funding and four classrooms per discussed this will not let us lose our place. The state approved maybe in the spring and may be a need to modify LCAP. Also, a training let Mr. Cruz know the dates per Mr. Chavez.

V. Reports/Discussion/Information

A. Administration/Business/Governance

1. Board History- J. Cruz
Minutes:
The board reviewed excerpts from the minutes of meetings held January 14, 1969 and January 11, 1994.

2. Financial Report(s)*
Minutes:
Cash and County Treasury Report for December 2018- Written Report.

3. Quarterly Report on Williams Uniform Complaints*
Minutes:
No complaints for teacher vacancy, facilitates and textbooks.

4. Superintendent's Report/ New Construction Project Update/ Full-Day Kindergarten Facilities Grant Program Update**
Minutes:
Updates new construction what you saw on the letter, it was approved the four classroom and the resolution and kindergarten 3.5 million for new building . Betty stated we can use the funding by the LCAP for one classroom, and the rest finance so we do not finance the whole amount. The district, need to meet with the stakeholders to adjust the LCAP and their is possibility the resolution and Kindergarten through the school works which will be submitted. This is only for facilities and LCAP and LCFF can include for furniture desk and technology. One of the classroom will be a reading lab for everyone, 2 Kindergarten class's and one SPED classroom.

B. Personnel/Students

1. ADA/Enrollment Report*
Minutes:

Minutes: Enrollment for the period of December and ending January, 2014 was 457.

2. Suspension Report
Minutes:
No Suspension to report.

3. 6th Grade Camp update**
Minutes:
Mr. Cruz provided information regarding the 2019 Sierra Outdoor School 6th grade camp next week, 16th - 18th this should be fun.

VI. Action Items

A. Administration/Business/Governance

1. Resolution for the Full Day Kindergarten Facility Grant Program Application
Votes:
Motion:

Motion By: Pete Mathew Seconded By: Rene Mendoza

Gary Chavez	YES
Pete Mathew	YES
Rene Mendoza	YES
Stephanie Martinez Morris	YES
James Dack	YES

Result: PASSED

2. Application for Funding for Full Day Kindergarten Facilities Grant Program
Minutes:
Has been submitted

Votes:
Motion:

Motion By: James Dack Seconded By: Stephanie Martinez Morris

Gary Chavez	YES
Pete Mathew	YES
Rene Mendoza	YES
Stephanie Martinez Morris	YES
James Dack	YES

Result: PASSED

3. Policy Adoption
Minutes:
Right now the cafeteria is under review it may need to make changes but will bring next board meeting.

Votes:
Motion:

Motion By: Rene Mendoza Seconded By: Pete Mathew

Gary Chavez	YES
Pete Mathew	YES
Rene Mendoza	YES
Stephanie Martinez Morris	YES
James Dack	YES

Result: PASSED

4. Warrants
Votes:
Motion:

Motion By: Rene Mendoza Seconded By: James Dack

Gary Chavez	YES
Pete Mathew	YES
Rene Mendoza	YES
Stephanie Martinez Morris	YES
James Dack	YES

Result: PASSED

5. Contract /SchoolWorks, Inc. Professional Services Agreement
Minutes:
Contract to monitor the grants, visit to Sacramento for submitting Kindergarten schoolworks manage the whole program.

Votes:
Motion:

Motion By: James Dack Seconded By: Stephanie Martinez Morris

Gary Chavez	YES
Pete Mathew	YES
Rene Mendoza	YES
Stephanie Martinez Morris	YES
James Dack	YES

Result: PASSED

6. Contract /SPURR Renewal Services Agreement 2019-2024
Votes:
Motion:

Motion By: Pete Mathew Seconded By: Stephanie Martinez Morris

Gary Chavez	YES
Pete Mathew	YES
Rene Mendoza	YES
Stephanie Martinez Morris	YES
James Dack	YES

Result: PASSED

B. Personnel/Students

1. Interdistrict Attendance Permits
Votes:
Motion:

Motion By: Rene Mendoza Seconded By: Pete Mathew

Gary Chavez	YES
Pete Mathew	YES
Rene Mendoza	YES
Stephanie Martinez Morris	YES
James Dack	YES

Result: PASSED

C. Curriculum/Instruction/Assessment

1. 2017-18 School Accountability Report Card
Minutes:
It is similar to a mini dashboard but with more specifics.

Votes:
Motion:

Motion By: Rene Mendoza Seconded By: James Dack

Gary Chavez	YES
Pete Mathew	YES
Rene Mendoza	YES
Stephanie Martinez Morris	YES
James Dack	YES

Result: PASSED

VII. Closed Session

Minutes:

Time for close session 7:25 pm

The board met in closed session beginning at 7:25 pm pursuant to government code section 54957 Public Employee Performance Evacuation

Title: Superintendent

Votes:

Motion:

Motion By: Rene Mendoza Seconded By: Pete Mathew

Gary Chavez	YES
Pete Mathew	YES
Rene Mendoza	YES
Stephanie Martinez Morris	YES
James Dack	YES

Result: PASSED

VIII. Reconvene

Minutes:

The Board reconvened at 7:57 pm. Nothing to report out.

Votes:

Motion: Reconvened

Motion By: Pete Mathew Seconded By: Stephanie Martinez Morris

Gary Chavez	YES
Pete Mathew	YES
Rene Mendoza	YES
Stephanie Martinez Morris	YES
James Dack	YES

Result: PASSED

IX. Adjournment

Minutes:

Meeting Adjourned at 7:58pm

Votes:

Motion:

Motion By: Rene Mendoza Seconded By: Pete Mathew

Gary Chavez	YES
Pete Mathew	YES
Rene Mendoza	YES
Stephanie Martinez Morris	YES
James Dack	YES

Result: PASSED

Washington Colony ESD
REGULAR BOARD MEETING February 12, 2019
Tuesday, February 12, 2019
Open Session: 6:30 PM | Closed Session:
Washington Colony Elementary School District
IV.B.1 January 8, 2019 Regular Board Meeting

Type:

Washington Colony ESD
REGULAR BOARD MEETING February 12, 2019
Tuesday, February 12, 2019
Open Session: 6:30 PM | Closed Session:
Washington Colony Elementary School District
IV.C Public Comment/Board Comment

Type:

Quick Summary/Abstract:
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.

Attachments:
1. Public Comment/Board Comment

WCESD BOARD OF TRUSTEES

ITEM NO. IV.C
DATE: February 12, 2019

SUBJECT TITLE: PUBLIC COMMENT/BOARD COMMENT

Action _____ Discussion ___√___ Information _____

BACKGROUND

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

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

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

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

been substantially changed since the committee heard it, the Board will provide an opportunity for the public to speak.

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

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

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

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

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

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

Washington Colony ESD
REGULAR BOARD MEETING February 12, 2019
Tuesday, February 12, 2019
Open Session: 6:30 PM | Closed Session:
Washington Colony Elementary School District
IV.D Correspondence

Type:
Informational

Washington Colony ESD
REGULAR BOARD MEETING February 12, 2019
Tuesday, February 12, 2019
Open Session: 6:30 PM | Closed Session:
Washington Colony Elementary School District
V Reports/Discussion/Information

Type:
Informational

Washington Colony ESD
REGULAR BOARD MEETING February 12, 2019
Tuesday, February 12, 2019
Open Session: 6:30 PM | Closed Session:
Washington Colony Elementary School District
V.A Administration/Business/Governance

Type:

Washington Colony ESD
REGULAR BOARD MEETING February 12, 2019
Tuesday, February 12, 2019
Open Session: 6:30 PM | Closed Session:
Washington Colony Elementary School District
V.A.1 6th Grade Camp Trip Presentation**

Type:

Washington Colony ESD
REGULAR BOARD MEETING February 12, 2019
Tuesday, February 12, 2019
Open Session: 6:30 PM | Closed Session:
Washington Colony Elementary School District
V.A.2 Board History- J. Cruz

Type:

Attachments:

1. Board History
2. February 11, 1969
3. February 8, 1994

SUBJECT TITLE: QUALIFIED SCHOOL CONSTRUCTION BOND ITEM NO. V.A.1

WCESD BOARD OF TRUSTEES

ITEM NO. V.A.2
DATE: February 12, 2019

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

"There are still many causes worth sacrificing for, so much history yet to be made."

- Michelle Obama

Excerpts from the minutes of meetings held February 8, 1994 and February 11, 1969 follow for your review.

Moved by Second

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

WASHINGTON COLONY SCHOOL
BOARD OF TRUSTEES
MINUTES OF REGULAR MEETING
February 11, 1969

Meeting was called to order in the library of Washington Colony School at 7:00 p.m. by President of the Board, John Moran, with all members present and James Massie, Secretary to the Board.

MINUTES OF REGULAR MEETING, JANUARY 14 were read and were approved upon motion of Bruce Blacksill, sec onded by Henry Salwasser.

MAINTENANCE REGISTER NO. 12 and Warrants Nos. 163-177 were signed by members of the Board after they were approved for payment by motion of Henry Salwasser, seconded by Art Jensen.

PROPERTY TO BE NEEDED BY DIVISION OF HIGHWAYS FOR FREEWAY: This matter was discussed, but no decision was reached at this time, asthe Board felt they needed more time to determine the cost of moving backstops, drinking fountains, sprinklers, etc.

DISPOSITION OF BUS #13: After some discussion, it was the decision of the Board (following a motion by Bud Barberich, seconded by Art Jensen) that, since the cost of bringing the bus up to the specifications required by the California Highway Patrol Office, it would bot be feasible to retain the bus as a "standby." Therfore, Mr. Massie was instructed by the Board to try to sell the bus for not more than $199.00.

WASHINGTON UNION HIGH SCHOOL CALENDAR FOR 1969-70: Mr. Massie presented to the Board a copy of the calendar for the high school for next school term. There was some discussion on the matter as relates to our school canendar, but no decisions were reached at this meeting.

POLICY IN REGARDS TO NARCOTICS AND DRUG USE: This matter was discussed, and Mr. Massie was instructed to draw up a policy for the Board's consideration at the March 11 board meeting.

POLICY ON GOVERNING BOARD-SUPERINTENDENT-CERTIFICATED PERSONNEL RELATIONS: After discussion of this matter, the Board instructed Mr. Massie to try to formulate a policy in regards to Certificated Employees' organizations.

MEETING OF HIGH SCHOOL STUDY COMMITTEE ON UNIFICATION: Mr. Massie announced to the Board that there will be a meeting of this study committee on February 26 at 7:30 p.m. in the Wachingon Colony School Cafeteria.

ADJOURNMENT was by motion of Bud Barberich, seconded by Art Jensen

Respectfully submitted:

James G. Massie,
Secretary to the Board

Bruce Blacksill, Acting President
(John G. Moran)

Henry L. Salwasser, Clerk
(Henry L. Salwasser)

WASHINGTON COLONY SCHOOL DISTRICT

Regular Board Meeting Minutes
February 8, 1994

1. Call to Order
The meeting was called to order at 7:00 p.m. by Board President, Paul Demant.

2. Roll Call
Members Present: Bob Dack, Ted Davis, Paul Demant, Liz Faccinto, Pete Mathew, and Dale Drew, Superintendent/Secretary to the Board.

3. Pledge of Allegiance
The Pledge of Allegiance was led by Bob Dack.

4. Routine Business (Yellow Section)

4.1. Approve Agenda
The agenda was approved on a motion by Ted Davis, seconded by Liz Faccinto. (Unanimous)

4.2. Adopt Minutes
The minutes of the January 11, 1994 Regular Board Meeting were adopted on a motion by Bob Dack, seconded by Pete Mathew. (Unanimous)

4.3. Board Recognitions
Roxanne Garrigus for passing the LDS Examination and Sal Gonzales, Jr. for his dedication to and leadership of the Boys' "A" Basketball Team.

4.4. Public Comment
None.

4.5. Board Comment
Paul Demant requested information regarding changing Board elections to coincide with Local, State and National elections in the even-numbered years. Paul Demant also expressed the Board's intent to honor past board members Joyce Quiroz and Sue Ruiz at a Board dinner. Bob Dack requested the Superintendent to follow-up with the District insurance carrier in the matter of the stolen vehicle which crashed into the chain link fencing.

4.6. Correspondence
4.6.1. Letter from Steve Magarian, Sheriff, and Lt. Robert McDonald, Area 3 Commander, dated January 11, 1994; Subject: Letter of Introduction from Deputy Stacey Thomas, Juvenile Liaison/Crash Officer

4.6.2. Letter from Rick Martin, Director, District Financial Services dated February 1, 1994; Subject: First Interim Report Positive Certification

5. Reports/Discussion/Information (Blue Section)

5.1. Curriculum and Instruction
5.1.1. Basketball Team Philosophy - Sal Gonzales, Jr.
Sal Gonzales, Jr. addressed the Board regarding his team philosophy and the accomplishments of his players, both athletically and academically.

5.1.2. G.A.T.E. Program - Roxanne Garrigus
Roxanne Garrigus updated the Board on the status of the G.A.T.E. program and her intent to expand identification and participation of students in the program.

5.1.3. Alternative Class - Dale Drew
Information regarding the Alternative Class at Orange Center was presented to the Board. Assignment to the class may be offered as an alternative to parents whose child is at-risk of expulsion.

5.1.4. Enrollment Report
Written report.

5.2. Administration and Business

5.2.1. AB 19 - Interdistrict Attendance - Dale Drew
The Board reviewed information regarding AB 19-Interdistrict Attendance. The consensus of the Board was that existing interdistrict policies are adequately meeting the needs of students, parents, and the district.

5.2.2. Budget Briefing - Dale Drew
The Board was presented with information regarding the themes & priorities of the Governor's budget proposal for 1994-95. The Board also discussed the "assumptions" upon which this budget is based.

5.2.3. Budget Report/Cash in County Treasury Report
Written report.

5.3. Personnel/Students

5.3.1. Teacher/Administrator Intern Program - Dale Drew
Information regarding Teacher/Administrator Intern Program Options through California State University, Fresno was presented.

5.3.2. Scholastic Crime Stoppers (Pilot Program) - Marjorie Silva
Marjorie Silva presented a report of the Scholastic Crime Stoppers Pilot Program.

5.3.3. Suspension Report
Written Report.

5.4. Committees/Councils/Clubs/Activities

5.4.1. Leadership Club
Written Report.

5.4.2. Student Council
Written Report.

5.4.3. SSC
Written Report.

5.4.4. PTC
None.

5.5. Transportation and Maintenance

None.

5.6. Cafeteria

None.

5.7. Policy Review

The following Board Policies were reviewed for proposed adoption at the March board meeting: BP/AR 0420 *School Site Councils,*, BP/AR 1330 *Use of School Facilities*, BP/AR/E 3541.1 *School-Related Trips*, BP/AR 4161.2 *Personal Leaves*, BP/AR 5144 *Discipline*, BP 6141 *Curriculum Development and Evaluation*, AR 6146.5 *Elementary School Promotion/Standards of Proficiency*, AR 6158 *Independent Study*, BP/AR 6162.7 *Use of Technology in Instruction*

6. Action Items (Green Section)

6.1. Public Disclosure Requirements, AB 1200

The Board noted the contents of the Summary of Tentative Agreement with the Washington Colony Teachers Association and the Washington Colony School District Classified Employees for the Board Minutes as an information item only, as required by AB 1200 on a motion by Pete Mathew, seconded by Liz Faccinto. (Unanimous)

6.2. Certificated Bargaining Agreement

The Board approved changes to the Certificated Bargaining Agreement by and between Washington Colony Teachers Association and Washington Colony School District on a motion by Pete Mathew, seconded by Liz Faccinto. (Ayes: Ted Davis, Paul Demant, Liz Faccinto, Pete Mathew; Nos: 0; Abstentions: Bob Dack)

6.3. Memorandum of Understanding

The Board approved the Memorandum of Understanding by and between Washington Colony School District and its Classified Employees on a motion by Bob Dack, seconded by Ted Davis. (Unanimous)

6.4. Proposal to Extend Leadership Academy Services

The Board approved aproposal to extend Leadership Academy services for the remainder of the school year on a motion by Liz Faccinto, seconded by Ted Davis. (Unanimous)

6.5. Conference Attendance - NSTA National Convention

The Board approved a request for John Partin to attend the Science Teachers Association National Conference on a motion by Bob Dack, seconded by Pete Mathew. (Unanimous)

6.6. Board Policies - Adoption

The Board adopted BP 2300 Conflict of Interest Code: Designated Personnel, BP/AR 3260 Fees and Charges, AR 3515.1 Crime Data Reporting, BP/AR 3541.2 Transportation for Students with Disabilities or Handicaps, BP 3541.5 Alternative Transportation Arrangements, BP/AR 4117.5 Termination Agreements, AR 4217.3 Layoff/Rehire, BP 5131.5 Vandalism, Theft and Graffiti, BP 5141 Health Care and Emergencies, BP/AR 6145.2 Interscholastic Competition, BP/AR 6158 Independent Study, BP/AR 6172 Gifted and Talented Student Program, BP/AR 6177 Summer School on a motion by Liz Faccinto, seconded by Pete Mathew. (Unanimous)

6.7. Warrants

The Board approve Warrants for the Period January 1 - January 31, 1994 (Inclusive) on a motion by Ted Davis, seconded by Liz Faccinto. (Unanimous)

7. Closed Session

The Board met in closed session beginning at 8:46 p.m. to review the Board's position and instruct its representatives on collective bargaining pursuant to Government Code Section 54957. The Board returned to open session at 9:18 p.m. The Board again entered closed session at 9:30 p.m. to discuss the Superintendent/Principal's Evaluation and to discuss the employment of personnel pursuant to Government Code Section 54957. The Board returned to open session at 10:15 p.m.

8. Adjournment

The meeting was adjourned at 10:40 p.m. on a motion by Bob Dack, seconded by Liz Faccinto. (Unanimous)

Paul Demant, President

Pete Mathew, Clerk

Washington Colony ESD
REGULAR BOARD MEETING February 12, 2019
Tuesday, February 12, 2019
Open Session: 6:30 PM | Closed Session:
Washington Colony Elementary School District
V.A.3 Financial Reports(s)*

Type:

Attachments:

1. Financial Reports
2. JANUARY CASH IN COUNTY TREASURY REPORT

SUBJECT TITLE: QUALIFIED SCHOOL CONSTRUCTION BOND ITEM NO. V.A.1

WCESD BOARD OF TRUSTEES

ITEM NO. V.A.3
DATE: February 12, 2019

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 January 2019 follows for your review.

Moved by Second

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

Cash In County Treasury
Aggregate

From 1/1/2019 thru 1/31/2019
Fund: 0100 (6150 60001) General Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of		1/1/2019					$2,537,077.38
1/1/2019	TF -190971	18-19 CURRENT SEC SUPP 4TH	$742.05	$0.00	$5,793,824.92	$3,256,005.49	$2,537,819.43
1/7/2019	TF -190926	JV#679 18-19 ESSA 2ND APPORT TITLE IV, PAR	$2,923.00	$0.00	$5,796,747.92	$3,256,005.49	$2,540,742.43
1/7/2019	TF -190948	JV#699 18-19 ESSA 2ND APPORT TITLE I PART	$72,870.00	$0.00	$5,869,617.92	$3,256,005.49	$2,613,612.43
1/7/2019	TF -190956	JV#705 18-19 1ST APPORT CLASSIFIED EMP P	$2,567.00	$0.00	$5,872,184.92	$3,256,005.49	$2,616,179.43
1/9/2019	APY -20191	Accounts Payable 1/9/2019	$0.00	$86,860.62	$5,872,184.92	$3,342,866.11	$2,529,318.81
1/9/2019	TF -190978	#0711SUI CHARGES 4TH QTR 2018	$0.00	$392.92	$5,872,184.92	$3,343,259.03	$2,528,925.89
1/15/2019	TF -191003	JV#0724 AUG-DEC`18 CONT NURSING SVCS	$0.00	$3,558.00	$5,872,184.92	$3,346,817.03	$2,525,367.89
1/16/2019	TF -191015	JV#0733 18-19 1ST QTR. LOTTERY	$22,756.98	$0.00	$5,894,941.90	$3,346,817.03	$2,548,124.87
1/16/2019	TF -191129	18-19 2ND QTR-1ST INTEREST DISTRIBUTION	$1,017.51	$0.00	$5,895,959.41	$3,346,817.03	$2,549,142.38
1/18/2019	APY -20191	Accounts Payable 1/18/2019	$0.00	$37,404.99	$5,895,959.41	$3,384,222.02	$2,511,737.39
1/18/2019	TF -191149	18-19 HOMEOWNER`S PROP TAX 1ST	$1,322.34	$0.00	$5,897,281.75	$3,384,222.02	$2,513,059.73
1/23/2019	TF -191037	JV#0751 18-19 QTR 2 LIVESCAN BILLING	$0.00	$60.00	$5,897,281.75	$3,384,282.02	$2,512,999.73
1/24/2019	TF -191052	JV#0762 17/18 3310 REIM 1-3	$102,085.00	$0.00	$5,999,366.75	$3,384,282.02	$2,615,084.73
1/25/2019	TF -191069	#0773 PERS COLLECTS - DEC 2018	$0.00	$255.75	$5,999,366.75	$3,384,537.77	$2,614,828.98
1/28/2019	TF -191047	#0745 FICA CHRGS-1/31/2019 PAYROLL	$0.00	$4,145.78	$5,999,366.75	$3,388,683.55	$2,610,683.20
1/28/2019	TF -191048	#0746 MEDICARE CHRGS-1/31/2019 PAYROLL	$0.00	$3,406.29	$5,999,366.75	$3,392,089.84	$2,607,276.91
1/28/2019	TF -191049	#0748 STRS DIST CONT-JAN 2019 PAYROLL	$0.00	$28,883.12	$5,999,366.75	$3,420,972.96	$2,578,393.79
1/28/2019	TF -191050	#0760 PERS DIST CHRGS-JAN 2019 PAYROLL	$0.00	$8,836.86	$5,999,366.75	$3,429,809.82	$2,569,556.93
1/28/2019	TF -191094	JV#798 18-19 2ND APPT FOR TITLE III, PART A	$3,739.00	$0.00	$6,003,105.75	$3,429,809.82	$2,573,295.93
1/29/2019	TF -191083	JV#787 18-19 ADV PRINC APPORT-JAN 2019	$324,025.00	$0.00	$6,327,130.75	$3,429,809.82	$2,897,320.93
1/29/2019	TF -191088	JV#791 18-19 ST APPORT-JAN 2019	$10,153.00	$0.00	$6,337,283.75	$3,429,809.82	$2,907,473.93
1/30/2019	APY -20191	Accounts Payable 1/30/2019	$0.00	$79,092.97	$6,337,283.75	$3,508,902.79	$2,828,380.96
1/30/2019	CA -41704	418900 6 camp pymnt	$697.00	$0.00	$6,337,980.75	$3,508,902.79	$2,829,077.96
1/30/2019	CA -41704	418900 asp reim	$338.83	$0.00	$6,338,319.58	$3,508,902.79	$2,829,416.79
1/30/2019	CA -41704	418900 chavez ins	$469.37	$0.00	$6,338,788.95	$3,508,902.79	$2,829,886.16
1/30/2019	CA -41704	418900 dec emp ins	$12,399.00	$0.00	$6,351,187.95	$3,508,902.79	$2,842,285.16
1/30/2019	CA -41704	418900 dro work comp	$4,231.04	$0.00	$6,355,418.99	$3,508,902.79	$2,846,516.20
1/30/2019	TF -191130	JV#808 18-19 MANDATED COST REIMB	$38,414.00	$0.00	$6,393,832.99	$3,508,902.79	$2,884,930.20
1/30/2019	TF -191137	19-SECURED INTEREST IST	$13.76	$0.00	$6,393,846.75	$3,508,902.79	$2,884,943.96
1/31/2019	PAY -13119	PAYROLL 1/31/2019	$120,329.80	$326,964.68	$6,514,176.55	$3,835,867.47	$2,678,309.08
	Total Activity		$721,093.68	$579,861.98			
	Ending Balance				$6,514,176.55	$3,835,867.47	$2,678,309.08

Cash In County Treasury
Aggregate

From 1/1/2019 thru 1/31/2019
Fund: 1200 (6150 60012) Child Development Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of		1/1/2019					$119,244.17
1/9/2019	APY -20191	Accounts Payable 1/9/2019	$0.00	$1,681.71	$218,872.54	$101,310.08	$117,562.46
1/16/2019	TF -191129	18-19 2ND QTR-1ST INTEREST DISTRIBUTION	$60.75	$0.00	$218,933.29	$101,310.08	$117,623.21
1/18/2019	APY -20191	Accounts Payable 1/18/2019	$0.00	$111.41	$218,933.29	$101,421.49	$117,511.80
1/28/2019	TF -191049	#0748 STRS DIST CONT-JAN 2019 PAYROLL	$0.00	$801.12	$218,933.29	$102,222.61	$116,710.68
1/28/2019	TF -191050	#0760 PERS DIST CHRGS-JAN 2019 PAYROLL	$0.00	$367.63	$218,933.29	$102,590.24	$116,343.05
1/30/2019	APY -20191	Accounts Payable 1/30/2019	$0.00	$1,909.44	$218,933.29	$104,499.68	$114,433.61
1/30/2019	CA -41704	418900 dec presc ins	$559.37	$0.00	$219,492.66	$104,499.68	$114,992.98
1/30/2019	CA -41704	418900 presch aptmnt	$20,203.00	$0.00	$239,695.66	$104,499.68	$135,195.98
1/31/2019	PAY -13119	PAYROLL 1/31/2019	$2,969.76	$14,619.61	$242,665.42	$119,119.29	$123,546.13
	Total Activity		$23,792.88	$19,490.92			
	Ending Balance				$242,665.42	$119,119.29	$123,546.13

Cash In County Treasury
Aggregate

From 1/1/2019 thru 1/31/2019
Fund: 1300 (6150 60008) Cafeteria Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of		1/1/2019					$163,761.36
1/9/2019	APY -20191	Accounts Payable 1/9/2019	$0.00	$17,598.84	$334,911.24	$188,748.72	$146,162.52
1/16/2019	TF -191129	18-19 2ND QTR-1ST INTEREST DISTRIBUTION	$65.12	$0.00	$334,976.36	$188,748.72	$146,227.64
1/18/2019	APY -20191	Accounts Payable 1/18/2019	$0.00	$5,812.13	$334,976.36	$194,560.85	$140,415.51
1/28/2019	TF -191050	#0760 PERS DIST CHRGS-JAN 2019 PAYROLL	$0.00	$1,592.95	$334,976.36	$196,153.80	$138,822.56
1/30/2019	APY -20191	Accounts Payable 1/30/2019	$0.00	$8,232.05	$334,976.36	$204,385.85	$130,590.51
1/30/2019	CA -41704	418900 ad ml 1/14	$67.50	$0.00	$335,043.86	$204,385.85	$130,658.01
1/30/2019	CA -41704	418900 ad ml 1/7	$94.75	$0.00	$335,138.61	$204,385.85	$130,752.76
1/30/2019	CA -41704	418900 dec adl mls	$309.50	$0.00	$335,448.11	$204,385.85	$131,062.26
1/31/2019	PAY -13119	PAYROLL 1/31/2019	$3,244.18	$13,947.65	$338,692.29	$218,333.50	$120,358.79
	Total Activity		$3,781.05	$47,183.62			
	Ending Balance				$338,692.29	$218,333.50	$120,358.79

Cash In County Treasury
Aggregate

From 1/1/2019 thru 1/31/2019
Fund: 1400 (6150 60005) Deferred Maintenance Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of		1/1/2019					$73,516.10
1/9/2019	APY -20191	Accounts Payable 1/9/2019	$0.00	$16,235.00	$118,514.10	$61,233.00	$57,281.10
1/16/2019	TF -191129	18-19 2ND QTR-1ST INTEREST DISTRIBUTION	$38.13	$0.00	$118,552.23	$61,233.00	$57,319.23
	Total Activity		$38.13	$16,235.00			
	Ending Balance				$118,552.23	$61,233.00	$57,319.23

Cash In County Treasury
Aggregate

From 1/1/2019 thru 1/31/2019
Fund: 1500 (6150 60010) Pupil Transportation Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of		1/1/2019					$86,261.94
1/16/2019	TF -191129	18-19 2ND QTR-1ST INTEREST DISTRIBUTION	$39.31	$0.00	$86,301.25	$0.00	$86,301.25
	Total Activity		$39.31	$0.00			
	Ending Balance				$86,301.25	$0.00	$86,301.25

Cash In County Treasury
Aggregate

From 1/1/2019 thru 1/31/2019
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		1/1/2019					$108,113.92
1/16/2019	TF -191129	18-19 2ND QTR-1ST INTEREST DISTRIBUTION	$49.26	$0.00	$108,163.18	$0.00	$108,163.18
	Total Activity		$49.26	$0.00			
	Ending Balance				$108,163.18	$0.00	$108,163.18

Cash In County Treasury
Aggregate

From 1/1/2019 thru 1/31/2019
Fund: 2000 (6150 60078) Special Reserve Fund for Postemployment Benefits

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of		1/1/2019					$431,224.53
1/16/2019	TF -191129	18-19 2ND QTR-1ST INTEREST DISTRIBUTION	$196.49	$0.00	$431,421.02	$0.00	$431,421.02
	Total Activity		$196.49	$0.00			
	Ending Balance				$431,421.02	$0.00	$431,421.02

Cash In County Treasury
Aggregate

From 1/1/2019 thru 1/31/2019
Fund: 2100 (6150 65069) Building Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of		1/1/2019					$324.62
1/16/2019	TF -191129	18-19 2ND QTR-1ST INTEREST DISTRIBUTION	$0.15	$0.00	$324.77	$0.00	$324.77
	Total Activity		$0.15	$0.00			
	Ending Balance				$324.77	$0.00	$324.77

Cash In County Treasury
Aggregate

From 1/1/2019 thru 1/31/2019
Fund: 2500 (6150 60006) Capital Facilities Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of		1/1/2019					$13,043.96
1/16/2019	TF -191129	18-19 2ND QTR-1ST INTEREST DISTRIBUTION	$5.97	$0.00	$21,598.73	$8,548.80	$13,049.93
	Total Activity		$5.97	$0.00			
	Ending Balance				$21,598.73	$8,548.80	$13,049.93

Cash In County Treasury
Aggregate

From 1/1/2019 thru 1/31/2019
Fund: 3500 (6150 60066) County School Facilities Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of		1/1/2019					$14,502.64
1/16/2019	TF -191129	18-19 2ND QTR-1ST INTEREST DISTRIBUTION	$6.61	$0.00	$14,509.25	$0.00	$14,509.25
	Total Activity		$6.61	$0.00			
	Ending Balance				$14,509.25	$0.00	$14,509.25

Cash In County Treasury
Aggregate

From 1/1/2019 thru 1/31/2019
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		1/1/2019					$25,489.27
1/16/2019	TF -191129	18-19 2ND QTR-1ST INTEREST DISTRIBUTION	$11.62	$0.00	$25,500.89	$0.00	$25,500.89
	Total Activity		$11.62	$0.00			
	Ending Balance				$25,500.89	$0.00	$25,500.89

Cash In County Treasury
Aggregate

From 1/1/2019 thru 1/31/2019
Fund: 5100 (6150 65070) Bond Interest and Redemption Fund

Date	Reference	Description	Debit	Credit	Total Debits	Total Credits	Balance
Balance Forward as of		1/1/2019					$14,708.84
1/1/2019	TF -190971	18-19 CURRENT SEC SUPP 4TH	$42.10	$0.00	$37,084.12	$22,333.18	$14,750.94
1/16/2019	TF -191129	18-19 2ND QTR-1ST INTEREST DISTRIBUTION	$1.84	$0.00	$37,085.96	$22,333.18	$14,752.78
1/18/2019	TF -191149	18-19 HOMEOWNER`S PROP TAX 1ST	$199.30	$0.00	$37,285.26	$22,333.18	$14,952.08
1/30/2019	TF -191137	19-SECURED INTEREST IST	$1.32	$0.00	$37,286.58	$22,333.18	$14,953.40
1/31/2019	TF -191122	JV#0001852895 MULITIPLE GO BOND PAYMENT	$0.00	$6,134.63	$37,286.58	$28,467.81	$8,818.77
	Total Activity		$244.56	$6,134.63			
	Ending Balance				$37,286.58	$28,467.81	$8,818.77

Washington Colony ESD
REGULAR BOARD MEETING February 12, 2019
Tuesday, February 12, 2019
Open Session: 6:30 PM | Closed Session:
Washington Colony Elementary School District
V.A.4 Superintendent's Report**

Type:

Quick Summary/Abstract:
a) Facilities Projects and Repairs Update **
b) WC New Building Project update**

Description:
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.***

Attachments:
1. Superintendent's Report

WCESD BOARD OF TRUSTEES

ITEM NO. V.A.4
DATE: February 12, 2019

SUBJECT TITLE: Superintendent's Report

Action _____ Discussion _____ Information ___√___

BACKGROUND

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

CONSIDERATION

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

a) Facility Projects and Repairs Update **
b) WC New Building Project Update **

The Resolution for the Full-Day Kindergarten Facility Grant Program and the Application for Funding for the Full Day Kindergarten Facilities Grant Application have been forwarded to Owen Alvarez from SchoolWorks and it has been submitted to OPSC office in January 2019. Michael Scott has provided to OPSC electronic copies of the plans and specifications recently approved for Classroom 1-6 (1); Kindergarten Classrooms (2); and for a Non-severe Special Education classroom (1) with a total of four classrooms. The district is expecting any additional correspondence from OPSC and will continue to maintain contact with SchoolWorks and Mangini's.

Washington Colony ESD
REGULAR BOARD MEETING February 12, 2019
Tuesday, February 12, 2019
Open Session: 6:30 PM | Closed Session:
Washington Colony Elementary School District
V.B Personnel/Students

Type:

Washington Colony ESD
REGULAR BOARD MEETING February 12, 2019
Tuesday, February 12, 2019
Open Session: 6:30 PM | Closed Session:
Washington Colony Elementary School District
V.B.1 ADA/ Enrollment Report*

Type:

Attachments:

1. ADA/ Enrollment Report
2. February 2019 ADA/ Enrollment

WCESD BOARD OF TRUSTEES

ITEM NO. V.B.1
DATE: February 12, 2019

SUBJECT TITLE: ADA/ENROLLMENT REPORT (report generated 2/08/19)

Action _____ Discussion _____ Information ___√___

BACKGROUND

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

CONSIDERATION

The WCESD report for the January ADA 2018-19 school year follows for your review.

Enrollment by Teacher
Period Ending 2/8/2019
Month 7

Teacher	Grade Level(s)	# of Students	YTD ADA
Davis	K	21	19.83
Smith	TK	17	15.78
Morales	K	21	20.06
Partlow	1	27	26.39
Schaffer	1	26	25.06
Pallas	2	23	22.56
Sweet	2	24	23.44
Espinosa	3	24	22.00
Hefley	3	24	23.33
Owens	4	20	19.50
Obeid	4	21	20.78
Smith, B.	5	32	31.28
Gonzalez	5	33	32.39
Martinez	6	26	25.50
Gray	6	26	24.89
Green	7	24	23.61
Showalter	7	25	24.39
Marquez	8	23	22.28
Silva	8	22	21.78
Taylor	K-8 SDC	5	4.50
TOTALS:		464	449.35



Washington Colony ESD
REGULAR BOARD MEETING February 12, 2019
Tuesday, February 12, 2019
Open Session: 6:30 PM | Closed Session:
Washington Colony Elementary School District
V.B.2 Suspension Report*

Type:
Closed Session
Informational

Quick Summary/Abstract:
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.***

Washington Colony ESD
REGULAR BOARD MEETING February 12, 2019
Tuesday, February 12, 2019
Open Session: 6:30 PM | Closed Session:
Washington Colony Elementary School District
VI Action Items

Type:

Washington Colony ESD
REGULAR BOARD MEETING February 12, 2019
Tuesday, February 12, 2019
Open Session: 6:30 PM | Closed Session:
Washington Colony Elementary School District
VI.A Administration/Business/Governance

Type:
Action

Washington Colony ESD
REGULAR BOARD MEETING February 12, 2019
Tuesday, February 12, 2019
Open Session: 6:30 PM | Closed Session:
Washington Colony Elementary School District
VI.A.1 Audit Report

Type:
Action

Quick Summary/Abstract:
Under separate cover and available for public inspection is the Independent Auditor's Report as of and for the year ended June 30, 2018. The Board will review the annual district audit for the prior year, any audit exceptions identified, the recommendations or findings of any management letter issued, and any description of correction or plans to correct any exceptions or issue raised in the management letter.

Attachments:
1. Audit Report

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

DATE: February 12, 2019

SUBJECT TITLE: Audit Report

Action ___√___ Discussion _____ Information _____

RECOMMENDATION:

Accept the Independent Auditor's Report for the period July 1, 2017 – June 30, 2018

BACKGROUND

By April 1 of each year, the Governing Board must provide for an audit of all district accounts, any other funds which are administered pursuant to a joint powers agreement, and attendance procedures. To conduct this audit, the board must select a certified public accountant or public accountant licensed by the State Board of Accountancy. The audit must be conducted in accordance with General Accounting Office standards for financial and compliance audits.

The audit must identify all expenditures by source of funds and must contain:

1. A statement that the audit was conducted pursuant to standards and procedures established in the audit guides developed by the State Controller.
2. A summary of audit exceptions and management improvement recommendations.
3. A description of the specific actions that are planned or that have been taken to correct any problem identified by the auditor.

By January 31 of each year, the Board must review, at an open meeting, the annual district audit for the prior year, any audit exceptions identified in that audit, the recommendations or findings of any management letter issued by the auditor, and any description of correction or plans to correct any exceptions or any issue raised in a management letter.

CONSIDERATION:

Gary Shrum, Linger, Peterson, Shrum & Co., will present the audit report for the year ending June 30, 2018 for the Board's consideration.

Moved by Second

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

Washington Colony ESD
REGULAR BOARD MEETING February 12, 2019
Tuesday, February 12, 2019
Open Session: 6:30 PM | Closed Session:
Washington Colony Elementary School District
VI.A.2 Warrants

Type:
Action

Quick Summary/Abstract:
Review and Ratify Warrants paid for the period January 1 – January 31, 2019.

Attachments:
1. Warrants
2. JANUARYACCOUNTS PAYABLE WARRANTS

WCESD BOARD OF TRUSTEES

ITEM NO. VI.A.2
DATE: February 12, 2019

SUBJECT TITLE: WARRANTS

Action ___√___ Discussion _____ Information _____

RECOMMENDATION
Review and ratify warrants paid for the period January 1 – January 31, 2019.

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

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

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

Moved by Second

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

Paid Date(s) From: 1/1/2019 To: 1/31/2019

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id		Amount
1563-A&J TRUCK & AUTO REPAIR INC	512176808	PV-190128	VAN REPAIR	0100-07230-0-0000-3600-560005-000-00		2,161.98
					Warrant Total:	**2,161.98**
					Vendor Total:	**2,161.98**
1271-ABSOLUTE URETHANE INC	512176809	PO-190201	REMOVAL OF A 7FT WIDE GA	0100-09000-0-0000-8500-620000-000-00		4,800.00
					Warrant Total:	**4,800.00**
					Vendor Total:	**4,800.00**
387-AMERIPRIDE UNIFORM SERVICE IN	512173812	PO-190023	2018-2019 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00		93.29
		PO-190023	2018-2019 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00		78.87
		PO-190023	2018-2019 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00		93.29
		PO-190023	2018-2019 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00		80.62
		PO-190023	2018-2019 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00		102.25
		PO-190023	2018-2019 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00		78.87
					Warrant Total:	**527.19**
	512173813	PO-190202	2018-2019 OPEN PURCHASE OR	1200-61050-0-0000-8100-550005-000-00		14.02
		PO-190202	2018-2019 OPEN PURCHASE OR	1200-61050-0-0000-8100-550005-000-00		14.02
		PO-190202	2018-2019 OPEN PURCHASE OR	1200-61050-0-0000-8100-550005-000-00		14.02
					Warrant Total:	**42.06**
	512176810	PO-190023	2018-2019 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00		78.87
		PO-190023	2018-2019 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00		78.87
		PO-190023	2018-2019 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00		93.29
		PO-190023	2018-2019 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00		93.29
					Warrant Total:	**344.32**
	512176811	PO-190202	2018-2019 OPEN PURCHASE OR	1200-61050-0-0000-8100-550005-000-00		14.02
		PO-190202	2018-2019 OPEN PURCHASE OR	1200-61050-0-0000-8100-550005-000-00		14.02
					Warrant Total:	**28.04**
	512179905	PO-190023	2018-2019 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00		102.25
		PO-190023	2018-2019 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00		78.87
		PO-190023	2018-2019 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00		78.87
		PO-190023	2018-2019 OPEN PURCHASE OR	0100-81500-0-0000-8100-550005-000-00		93.29
					Warrant Total:	**353.28**
	512179906	PO-190202	2018-2019 OPEN PURCHASE OR	1200-61050-0-0000-8100-550005-000-00		14.02
		PO-190202	2018-2019 OPEN PURCHASE OR	1200-61050-0-0000-8100-550005-000-00		14.02
					Warrant Total:	**28.04**
					Vendor Total:	**1,322.93**
1391-APPLE INC.	512176812	PO-190265	MQDY2LL/A 10.5 INCH IPAD P	0100-33200-0-5730-1110-430000-000-00		856.30

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id		Amount
					Warrant Total:	**856.30**
	512179907	PO-190265	MQDY2LL/A 10.5 INCH IPAD P	0100-33200-0-5730-1110-430000-000-00		128.49
		PO-190274	MD504LL/A APPLE MAGSAFE T	0100-00000-0-1110-1000-430000-000-00		10.79
					Warrant Total:	**139.28**
					Vendor Total:	**995.58**
523-AT&T	512173814	PO-190114	2018-2019 OPEN PURCHASE OR	0100-81500-0-0000-8100-590004-000-00		197.75
		PO-190114	2018-2019 OPEN PURCHASE OR	0100-81500-0-0000-8100-590004-000-00		35.04
		PO-190114	2018-2019 OPEN PURCHASE OR	0100-81500-0-0000-8100-590004-000-00		67.42
		PO-190114	2018-2019 OPEN PURCHASE OR	0100-81500-0-0000-8100-590004-000-00		69.69
					Warrant Total:	**369.90**
	512176813	PO-190277	2018-2019 OPEN PURCHASE OR	0100-81500-0-0000-8100-590004-000-00		67.46
		PO-190277	2018-2019 OPEN PURCHASE OR	0100-81500-0-0000-8100-590004-000-00		35.06
					Warrant Total:	**102.52**
	512179908	PO-190277	2018-2019 OPEN PURCHASE OR	0100-81500-0-0000-8100-590004-000-00		69.61
		PO-190277	2018-2019 OPEN PURCHASE OR	0100-81500-0-0000-8100-590004-000-00		194.77
					Warrant Total:	**264.38**
					Vendor Total:	**736.80**
1642-AUTISM COMMUNITY STORE	512176814	PO-190246	SI-CRCO-SNK CREATURE COMM	0100-33200-0-5730-1110-430000-000-00		228.55
					Warrant Total:	**228.55**
					Vendor Total:	**228.55**
1365-BSN SPORTS INC	512173815	PO-190262	SNBBN288Y BRUTE BASKETBA	0100-11000-0-1110-1000-430000-000-00		136.73
		PO-190223	HF322730 PURP/WHT GENESIS J	0100-09000-0-1135-4200-430000-000-00		986.54
					Warrant Total:	**1,123.27**
					Vendor Total:	**1,123.27**
1417-BUSWEST LLC	512173816	PV-190117	BUS SUPPLIES	0100-07230-0-0000-3600-430024-000-00		339.37
					Warrant Total:	**339.37**
	512176815	PV-190129	BUS SUPPLIES	0100-07230-0-0000-3600-430024-000-00		128.72
		PV-190130	BUS SUPPLIES	0100-07230-0-0000-3600-430024-000-00		113.58
		PV-190131	BUS SUPPLIES	0100-07230-0-0000-3600-430024-000-00		18.45
					Warrant Total:	**260.75**
	512179909	PV-190135	BUS SUPPLIES	0100-07230-0-0000-3600-430024-000-00		33.83
		PV-190136	BUS SUPPLIES	0100-07230-0-0000-3600-430024-000-00		128.72
					Warrant Total:	**162.55**

Paid Date(s) From: 1/1/2019 To: 1/31/2019

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id		Amount
					Vendor Total:	**762.67**
314-CALIFORNIA DEPARTMENT OF	512176816	PO-190240	001795 FAMILY PARTNERSHIP	1200-61050-0-0001-1000-430000-000-00		83.37
					Warrant Total:	**83.37**
	512179910	PO-190139	2018-2019 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00		188.10
					Warrant Total:	**188.10**
					Vendor Total:	**271.47**
375-CALIFORNIA'S VALUED TRUST	512173817	PV-190127	JAN SUPT	0100-00010-0-0000-0000-951400-000-00		1,376.81
		PV-190127	JAN CLASSFD	0100-00010-0-0000-0000-951400-000-00		7,456.83
		PV-190127	TRUSTEES	0100-00010-0-0000-0000-951400-000-00		5,036.43
		PV-190127	JAN CERT	0100-00010-0-0000-0000-951400-000-00		38,530.87
		PV-190127	JAN MGMNT	0100-00010-0-0000-0000-951400-000-00		1,103.81
					Warrant Total:	**53,504.75**
	512173818	PV-190127	JAN PRE AID	1200-00010-0-0000-0000-951400-000-00		6.84
		PV-190127	JAN PRES TEACH	1200-00010-0-0000-0000-951400-000-00		1,632.81
					Warrant Total:	**1,639.65**
	512173819	PV-190127	JAN CAFE	1300-00010-0-0000-0000-951400-000-00		925.23
					Warrant Total:	**925.23**
	512179911	PV-190140	SUPT	0100-00010-0-0000-0000-951400-000-00		1,376.81
		PV-190140	TRUSTEES	0100-00010-0-0000-0000-951400-000-00		5,036.43
		PV-190140	CLASSIFIED	0100-00010-0-0000-0000-951400-000-00		7,456.83
		PV-190140	CERTIFICATED	0100-00010-0-0000-0000-951400-000-00		38,530.87
		PV-190140	MGMNT	0100-00010-0-0000-0000-951400-000-00		1,103.81
					Warrant Total:	**53,504.75**
	512179912	PV-190140	PRES AIDES	1200-00010-0-0000-0000-951400-000-00		6.84
		PV-190140	PRESCH	1200-00010-0-0000-0000-951400-000-00		1,632.81
					Warrant Total:	**1,639.65**
	512179913	PV-190140	CAFETERIA	1300-00010-0-0000-0000-951400-000-00		925.23
					Warrant Total:	**925.23**
					Vendor Total:	**112,139.26**
1629-CASTECH PEST SERVICES	512173820	PO-190115	2018-2019 OPEN PURCHASE OR	0100-81500-0-0000-8100-550006-000-00		140.00
					Warrant Total:	**140.00**
					Vendor Total:	**140.00**
614-CDW GOVERNMENT LLC	512179914	PO-190276	5333062 SMART LEARNING SU	0100-09000-0-1110-1000-430000-000-00		3,270.10
					Warrant Total:	**3,270.10**

Paid Date(s) From: 1/1/2019 To: 1/31/2019

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id		Amount
					Vendor Total:	**3,270.10**
544-CIT	512173821	PO-190155	2018-2019 OPEN PURCHASE OR	0100-00000-0-0000-7200-560008-000-86		616.54
					Warrant Total:	**616.54**
	512179915	PO-190155	2018-2019 OPEN PURCHASE OR	0100-00000-0-0000-7200-560008-000-86		616.54
					Warrant Total:	**616.54**
					Vendor Total:	**1,233.08**
1208-CULLIGAN INC.	512173822	PO-190050	2018-2019 OPEN PURCHASE OR	1300-53100-0-0000-8100-560000-000-00		82.00
					Warrant Total:	**82.00**
					Vendor Total:	**82.00**
11-DATAVAULT INC	512173823	PV-190118	shred service	0100-00000-0-0000-2700-580000-000-00		15.00
					Warrant Total:	**15.00**
					Vendor Total:	**15.00**
404-EASTON AUTO PARTS	512173824	PV-190119	TRANSP SUPPLIES	0100-07230-0-0000-3600-430024-000-00		48.99
		PV-190120	TRANSP SUPPLIES	0100-07230-0-0000-3600-430024-000-00		11.53
		PV-190121	TRANSP SUPPLIES	0100-07230-0-0000-3600-430024-000-00		11.24
					Warrant Total:	**71.76**
					Vendor Total:	**71.76**
419-FCSIG	512176817	PO-190052	2018/19 WORKERS COMPENSATI	0100-00000-0-0000-0000-951600-000-00		13,475.00
					Warrant Total:	**13,475.00**
					Vendor Total:	**13,475.00**
1421-FOLLETT SCHOOL SOLUTIONS IN	512173825	PO-190241	AR LIBRARY BOOKS AS PER Q	0100-09000-0-1110-2420-420000-000-00		1,177.49
		PO-190241	AR LIBRARY BOOKS AS PER Q	0100-09000-0-1110-2420-420000-000-00		324.42
					Warrant Total:	**1,501.91**
					Vendor Total:	**1,501.91**
127-FRESNO COUNTY SUPERINTENDEN	512173826	PO-190181	2018-2019 OPEN PURCHASE OR	0100-09000-0-0000-2420-580010-000-92		3,497.50
					Warrant Total:	**3,497.50**
	512179916	PO-190181	2018-2019 OPEN PURCHASE OR	0100-09000-0-0000-2420-580010-000-92		2,883.75
		PV-190134	FINGPRINT FEE	0100-00000-0-1110-1000-580015-000-00		69.00
					Warrant Total:	**2,952.75**
					Vendor Total:	**6,450.25**
131-FRESNO OXYGEN INC.	512173827	PO-190252	2018-2019 OPEN PURCHASEORDE	0100-81500-0-0000-8100-560000-000-00		56.31
					Warrant Total:	**56.31**

Paid Date(s) From: 1/1/2019 To: 1/31/2019

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id		Amount
					Vendor Total:	**56.31**
587-FRESNO PRODUCE INC	512176818	PO-190140	2018-2019 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00		297.96
		PO-190140	2018-2019 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00		166.52
		PO-190140	2018-2019 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00		524.72
					Warrant Total:	**989.20**
	512179917	PO-190140	2018-2019 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00		19.25
		PO-190140	2018-2019 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00		334.20
		PO-190140	2018-2019 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00		193.55
		PO-190140	2018-2019 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00		38.50
					Warrant Total:	**585.50**
					Vendor Total:	**1,574.70**
135-G W SCHOOL SUPPLY	512176819	PO-190238	SUPPLIES FOR STUDENTS FOR	0100-90140-0-1110-1000-430000-000-00		187.85
					Warrant Total:	**187.85**
					Vendor Total:	**187.85**
141-GLACIER REFRIGERATION & AIR	512173828	PV-190122	DRAIN LINE REPAIR	1300-53100-0-0000-8100-560000-000-00		682.47
					Warrant Total:	**682.47**
	512176820	PV-190133	BOILER REPAIR	0100-81500-0-0000-8100-560003-000-00		1,137.02
					Warrant Total:	**1,137.02**
	512176821	PV-190132	REFRIGERATION REPAIR	1300-53100-0-0000-8100-560000-000-00		880.88
					Warrant Total:	**880.88**
					Vendor Total:	**2,700.37**
1427-GOODYEAR COMMERCIAL TIRE	512173829	PV-190123	BUS REPAIR	0100-07230-0-0000-3600-560005-000-00		226.38
					Warrant Total:	**226.38**
					Vendor Total:	**226.38**
608-INFINITY COMMUNICATIONS	512173830	PO-190055	2018-2019 YEAR 22 CATEGORY	0100-00000-0-0000-7200-580000-000-97		875.00
					Warrant Total:	**875.00**
	512176822	PO-190055	2018-2019 YEAR 22 CATEGORY	0100-00000-0-0000-7200-580000-000-97		875.00
		PO-190278	ERATE RFP MANGEMENT SER	0100-00000-0-0000-7200-580000-000-97		2,000.00
		PO-190278	ERATE RFP MANGEMENT SER	0100-00000-0-0000-7200-580000-000-97		1,500.00
					Warrant Total:	**4,375.00**
					Vendor Total:	**5,250.00**
1381-JW PEPPER AND SON INC	512179918	PO-190267	10700047 ARABIAN DREAMS R	0100-09000-0-1155-1000-430000-000-75		147.88
					Warrant Total:	**147.88**

Paid Date(s) From: 1/1/2019 To: 1/31/2019

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id		Amount
					Vendor Total:	**147.88**
1447-KAMRAN AND COMPANY INC	512173831	PO-190249	GS/25SC SOUTHBEND MODEL C	1300-53100-0-0000-3700-430008-000-00		357.28
		PO-190249	GS/25SC SOUTHBEND MODEL C	1300-53100-0-0000-3700-650000-000-00		10,790.16
					Warrant Total:	**11,147.44**
					Vendor Total:	**11,147.44**
195-LINGER PETERSON & SHRUM	512173832	PO-190122	2018-2019 FEE FOR AUDITING S	0100-00000-0-0000-7191-580005-000-00		2,700.00
					Warrant Total:	**2,700.00**
					Vendor Total:	**2,700.00**
205-MANGINI ASSOCIATES INC	512173833	PV-190124	ARC FEE NEW CONST	0100-90400-0-0000-8500-620002-000-18		8.78
					Warrant Total:	**8.78**
					Vendor Total:	**8.78**
220-MISSION LINEN SUPPLY INC.	512176823	PO-190141	2018-2019 OPEN PURCHASE OR	1300-53100-0-0000-8100-550005-000-00		90.62
		PO-190141	2018-2019 OPEN PURCHASE OR	1300-53100-0-0000-8100-550005-000-00		90.62
					Warrant Total:	**181.24**
	512179919	PO-190141	2018-2019 OPEN PURCHASE OR	1300-53100-0-0000-8100-550005-000-00		90.62
		PO-190141	2018-2019 OPEN PURCHASE OR	1300-53100-0-0000-8100-550005-000-00		90.62
					Warrant Total:	**181.24**
					Vendor Total:	**362.48**
1534-MULTI TECH	512179920	PV-190137	BUS 2 REPAIRS	0100-07230-0-0000-3600-560005-000-00		2,568.00
					Warrant Total:	**2,568.00**
					Vendor Total:	**2,568.00**
1558-NATIONAL ASSOCIATION FOR MUS	512179921	PO-190280	MEMBERSHIP RENEWAL FOR C	0100-31500-0-1110-1000-530000-000-00		149.00
					Warrant Total:	**149.00**
					Vendor Total:	**149.00**
377-OFFICE DEPOT	512179922	PO-190284	CLASSROOM SUPPLIES FOR M	0100-00000-0-1110-1000-430000-100-65		69.07
		PO-190284	CLASSROOM SUPPLIES FOR M	0100-11000-0-1110-1000-430000-000-00		42.64
		PO-190284	CLASSROOM SUPPLIES FOR M	0100-11000-0-1110-1000-430000-000-00		41.99
		PO-190284	CLASSROOM SUPPLIES FOR M	0100-09000-0-1110-1000-430000-000-77		24.28
		PO-190284	CLASSROOM SUPPLIES FOR M	0100-00000-0-1110-1000-430000-200-70		8.53
		PO-190284	CLASSROOM SUPPLIES FOR M	0100-11000-0-1110-1000-430000-000-00		120.86
		PO-190284	CLASSROOM SUPPLIES FOR M	0100-11000-0-1110-1000-430000-000-00		56.84
		PO-190284	CLASSROOM SUPPLIES FOR M	0100-00000-0-1110-1000-430000-200-69		43.62
		PO-190284	CLASSROOM SUPPLIES FOR M	0100-00000-0-0000-2700-430013-000-00		13.43

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id		Amount
	512179922	PO-190284	CLASSROOM SUPPLIES FOR M	0100-00000-0-0000-2700-430013-000-00		23.11
		PO-190284	CLASSROOM SUPPLIES FOR M	0100-00000-0-0000-2700-430013-000-00		15.05
					Warrant Total:	**459.42**
	512179923	PO-190284	CLASSROOM SUPPLIES FOR M	1200-61050-0-0001-1000-430000-000-00		26.25
		PO-190284	CLASSROOM SUPPLIES FOR M	1200-61050-0-0001-1000-430000-000-00		45.54
					Warrant Total:	**71.79**
					Vendor Total:	**531.21**
1280-P & R PAPER SUPPLY COMPANY I	512173834	PO-190136	2018-2019 OPEN PURCHASE OR	1300-53100-0-0000-3700-430008-000-00		373.40
					Warrant Total:	**373.40**
	512176824	PO-190136	2018-2019 OPEN PURCHASE OR	1300-53100-0-0000-3700-430008-000-00		345.21
					Warrant Total:	**345.21**
	512179924	PO-190136	2018-2019 OPEN PURCHASE OR	1300-53100-0-0000-3700-430008-000-00		391.51
					Warrant Total:	**391.51**
					Vendor Total:	**1,110.12**
385-PACIFIC GAS & ELECTRIC INC	512173835	PO-190124	2018-2019 OPEN PURCHASE OR	0100-81500-0-0000-8100-550001-000-00		128.47
		PO-190124	2018-2019 OPEN PURCHASE OR	0100-81500-0-0000-8100-550001-000-00		615.23
		PO-190124	2018-2019 OPEN PURCHASE OR	0100-81500-0-0000-8100-550001-000-00		1,419.77
		PO-190124	2018-2019 OPEN PURCHASE OR	0100-81500-0-0000-8100-550001-000-00		38.01
		PO-190124	2018-2019 OPEN PURCHASE OR	0100-81500-0-0000-8100-550001-000-00		1,161.95
					Warrant Total:	**3,363.43**
	512179925	PO-190124	2018-2019 OPEN PURCHASE OR	0100-81500-0-0000-8100-550001-000-00		143.66
		PO-190124	2018-2019 OPEN PURCHASE OR	0100-81500-0-0000-8100-550001-000-00		756.49
		PO-190124	2018-2019 OPEN PURCHASE OR	0100-81500-0-0000-8100-550001-000-00		1,290.77
		PO-190124	2018-2019 OPEN PURCHASE OR	0100-81500-0-0000-8100-550001-000-00		39.17
		PO-190124	2018-2019 OPEN PURCHASE OR	0100-81500-0-0000-8100-550001-000-00		1,148.24
					Warrant Total:	**3,378.33**
					Vendor Total:	**6,741.76**
1403-PRESCENCE LEARNING INC	512179926	PO-190288	2018 FLAT RATE ADDITIONAL	0100-33200-0-5730-1110-580000-000-00		1,480.56
					Warrant Total:	**1,480.56**
					Vendor Total:	**1,480.56**
258-PRODUCERS DAIRY FOOD INC.	512173836	PO-190138	2018-2019 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00		211.33
					Warrant Total:	**211.33**
	512176825	PO-190138	2018-2019 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00		149.77
		PO-190138	2018-2019 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00		524.20

Paid Date(s) From: 1/1/2019 To: 1/31/2019

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id		Amount
					Warrant Total:	**673.97**
	512179927	PO-190138	2018-2019 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00		361.88
		PO-190138	2018-2019 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00		511.66
					Warrant Total:	**873.54**
					Vendor Total:	**1,758.84**
1312-ROBERT V. JENSEN INC.	512173837	PO-190158	2018-2019 OPEN PURCHASE OR	0100-07230-0-0000-3600-430009-000-00		812.89
		PO-190158	2018-2019 OPEN PURCHASE OR	0100-07230-0-0000-3600-430009-000-00		408.34
					Warrant Total:	**1,221.23**
	512179928	PO-190158	2018-2019 OPEN PURCHASE OR	0100-07230-0-0000-3600-430009-000-00		429.64
					Warrant Total:	**429.64**
					Vendor Total:	**1,650.87**
1566-ROSETTA STONE LTD INC	512173838	PO-190264	ROSETTA STONE FOUNDATIO	0100-09000-0-0000-2495-580000-000-00		5,610.00
					Warrant Total:	**5,610.00**
	512176826	PO-190263	ROSETTA STONE ADVANTAG	0100-31500-0-0000-2495-580000-000-00		6,426.00
					Warrant Total:	**6,426.00**
					Vendor Total:	**12,036.00**
1459-SCHOLASTIC INC	512173839	PO-190242	NTS803533 GUIDED READING S	0100-09000-0-1110-1000-430000-000-00		3,982.48
					Warrant Total:	**3,982.48**
					Vendor Total:	**3,982.48**
1362-SCHOOL FOOD CONSULTANTS GRO	512173840	PO-190128	2018-2019 OPEN PURCHASE OR	1300-53100-0-0000-3700-580000-000-85		940.50
					Warrant Total:	**940.50**
					Vendor Total:	**940.50**
376-SCHOOL SPECIALTY INC	512173841	PV-190126	MORALES CLASS SUPPLIES	0100-00000-0-1110-1000-430000-100-60		13.80
					Warrant Total:	**13.80**
	512179929	PO-190279	9-0674725-460 FILE SENTENCE S	0100-00000-0-1110-1000-430000-100-57		80.07
					Warrant Total:	**80.07**
					Vendor Total:	**93.87**
304-SONITROL INC	512173842	PO-190062	2018-2019 QUARTERLY MONITOR	0100-07230-0-0000-3600-580029-000-00		297.00
		PO-190062	2018-2019 QUARTERLY MONITOR	0100-11000-0-0000-2700-580029-000-00		1,050.00
		PO-190062	2018-2019 QUARTERLY MONITOR	0100-81500-0-0000-8100-580029-000-00		306.00
		PO-190062	2018-2019 QUARTERLY MONITOR	0100-81500-0-0000-8100-580029-000-00		51.00
					Warrant Total:	**1,704.00**

Paid Date(s) From: 1/1/2019 To: 1/31/2019

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id		Amount
					Vendor Total:	**1,704.00**
1263-SPARKLETTS	512173843	PO-190130	2018-2019 OPEN PURCHASE OR	0100-81500-0-0000-8100-550009-000-00		72.14
					Warrant Total:	**72.14**
					Vendor Total:	**72.14**
308-SPURR	512173844	PO-190131	2018-2019 OPEN PURCHASE OR	0100-81500-0-0000-8100-550003-000-00		945.92
					Warrant Total:	**945.92**
	512176827	PO-190131	2018-2019 OPEN PURCHASE OR	0100-81500-0-0000-8100-550003-000-00		1,400.63
					Warrant Total:	**1,400.63**
					Vendor Total:	**2,346.55**
1453-STATE WATER RESOURCES CONTRO	512173845	PO-190266	2018-2019 NONTRANSIENT NON	0100-81500-0-0000-8100-550009-000-00		1,100.00
					Warrant Total:	**1,100.00**
					Vendor Total:	**1,100.00**
1578-STRATEGIC MECHANICAL INC	512173846	PO-190247	RAYPAK HI DELTA H3-752B B	1400-00000-0-0000-8500-650000-000-00		16,235.00
					Warrant Total:	**16,235.00**
	512179930	PO-190289	REPAIR DUE TO WATER LEAK	0100-81500-0-0000-8100-560003-000-00		2,123.52
					Warrant Total:	**2,123.52**
					Vendor Total:	**18,358.52**
810-SUNBELT RENTALS INC	512173847	PV-190125	TRASH PMP RENTAL	0100-81500-0-0000-8100-560011-000-00		242.71
					Warrant Total:	**242.71**
					Vendor Total:	**242.71**
203-SYSCO FOOD SERVICE OF CENTRA	512173848	PO-190137	2018-2019 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-07		438.00
		PO-190137	2018-2019 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00		2,358.49
		PO-190137	2018-2019 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00		439.98
					Warrant Total:	**3,236.47**
	512176828	PO-190183	2018-2019 OPEN PURCHASE OR	0100-00000-0-0000-7110-430014-000-00		108.56
					Warrant Total:	**108.56**
	512176829	PO-190137	2018-2019 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00		2,364.48
		PO-190137	2018-2019 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-07		377.15
					Warrant Total:	**2,741.63**
	512179931	PO-190137	2018-2019 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00		2,033.36
		PO-190137	2018-2019 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-07		138.89
		PO-190137	2018-2019 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-07		486.62
		PO-190137	2018-2019 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00		68.67

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id		Amount
	512179931	PO-190137	2018-2019 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00		81.00
		PO-190137	2018-2019 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00		1,808.77
		PO-190137	2018-2019 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-07		89.92
		PO-190137	2018-2019 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-07		344.19
		PO-190137	2018-2019 OPEN PURCHASE OR	1300-53100-0-0000-3700-470001-000-00		35.51
					Warrant Total:	**5,086.93**
					Vendor Total:	**11,173.59**
331-THE HERMITAGE ART COMPANY I	512179932	PV-190138	GRAD SUPPLIES	0100-00000-0-0000-2700-430013-000-00		61.79
					Warrant Total:	**61.79**
					Vendor Total:	**61.79**
1170-THE HORN SHOP	512179933	PO-190281	RICO TSAX REEDS FOR ERVIN	0100-09000-0-1155-1000-430000-000-75		123.85
		PO-190281	RICO TSAX REEDS FOR ERVIN	0100-09000-0-1155-1000-560000-000-75		80.00
					Warrant Total:	**203.85**
					Vendor Total:	**203.85**
136-TOSHIBA AMERICA BUSINESS SOLU	512173849	PO-190064	2018-2019 OPEN PURCHASE OR	0100-11000-0-1110-1000-560008-200-84		736.39
					Warrant Total:	**736.39**
	512179934	PO-190064	2018-2019 OPEN PURCHASE OR	0100-11000-0-1110-1000-560008-200-84		736.39
					Warrant Total:	**736.39**
					Vendor Total:	**1,472.78**
1284-TULARE COUNTY OFFICE OF ED	512176830	PO-190269	REGISTRATION FEE FOR AMY	0100-31500-0-1110-1000-520000-000-00		500.00
					Warrant Total:	**500.00**
					Vendor Total:	**500.00**
1129-U.S. BANK NATIONAL ASSOCIATIO	512179935	PV-190139	STUDENT SUPPLIES	0100-11000-0-1110-1000-430000-000-00		8.75
		PV-190139	TEACHER SUPPLIES	0100-11000-0-1110-1000-430000-000-00		23.97
		PV-190139	BROWN ACT	0100-00000-0-0000-7150-430013-000-00		85.89
		PV-190139	BROWN ACT	0100-00000-0-0000-7110-430014-000-00		143.20
		PV-190139	CHAVEZ CSBA CONF HTL	0100-11000-0-0000-7110-520000-000-00		1,013.10
		PV-190139	CRUZ CSBA HTL	0100-11000-0-0000-2700-520000-000-76		709.17
		PV-190139	CRUZ CSBA HTL	0100-11000-0-0000-7150-520000-000-76		303.93
		PV-190139	MATHEW CSBA HTL	0100-11000-0-0000-7110-520000-000-00		1,248.55
		PV-190139	MENDOZA CSBA HTL	0100-11000-0-0000-7110-520000-000-00		853.24
		PV-190139	DACK CSBA HTL	0100-11000-0-0000-7110-520000-000-00		1,350.80
		PV-190139	CSBA	0100-11000-0-0000-7110-520000-000-00		2.00
					Warrant Total:	**5,742.60**

Paid Date(s) From: 1/1/2019 To: 1/31/2019

Vendor	Warrant No	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Id		Amount
	512179936	PV-190139	WELCH BOOKS	1200-61050-0-0001-1000-430000-000-00		5.93
		PV-190139	WELCH BOOKS	1200-61050-0-0001-1000-430000-000-00		11.94
		PV-190139	WELCH BOOKS	1200-61050-0-0001-1000-430000-000-00		7.24
		PV-190139	WELCH BOOKS	1200-61050-0-0001-1000-430000-000-00		5.77
		PV-190139	WELCH BOOKS	1200-61050-0-0001-1000-430000-000-00		20.11
		PV-190139	WELCH SUPPLIES	1200-61050-0-0001-1000-430000-000-00		104.02
		PV-190139	WELCH BOOKS	1200-61050-0-0001-1000-430000-000-00		14.95
					Warrant Total:	**169.96**
					Vendor Total:	**5,912.56**
1568-VALERO FLEET SERVICES INC	512176831	PO-190132	2017-2018 OPEN PURCHASE OR	0100-07230-0-0000-3600-430009-000-00		161.69
					Warrant Total:	**161.69**
					Vendor Total:	**161.69**
1377-VERIZON WIRELESS	512173850	PO-190133	2018-2019 OPEN PURCHASE OR	0100-00000-0-0000-8100-590006-000-00		9.05
					Warrant Total:	**9.05**
	512176832	PO-190133	2018-2019 OPEN PURCHASE OR	0100-00000-0-0000-8100-590006-000-00		1.78
					Warrant Total:	**1.78**
					Vendor Total:	**10.83**
967-WASTE MANAGEMENT/USA WAST	512173851	PO-190065	2018-2019 OPEN PURCHASE OR	0100-81500-0-0000-8100-550008-000-00		517.98
					Warrant Total:	**517.98**
					Vendor Total:	**517.98**
785-WELLS FARGO FINANCIAL LEASIN	512176833	PO-190066	2018-2019 OPEN PURCHASE OR	0100-11000-0-1110-1000-560008-100-82		553.17
					Warrant Total:	**553.17**
					Vendor Total:	**553.17**
373-ZOOM IMAGING SOLUTIONS INC	512173852	PO-190135	2018-2019 OPEN PURCHASE OR	0100-11000-0-1110-1000-430000-100-82		402.01
		PO-190134	2018-2019 OPEN PURCHASE OR	0100-11000-0-1110-1000-430000-100-82		1,097.53
		PO-190068	2018-2019 OPEN PURCHASE OR	0100-00000-0-0000-7200-430014-000-86		268.29
					Warrant Total:	**1,767.83**
	512176834	PO-190067	2018-2019 OPEN PURCHASE OR	0100-11000-0-1110-1000-430000-200-84		323.87
					Warrant Total:	**323.87**
	512179937	PO-190068	2018-2019 OPEN PURCHASE OR	0100-00000-0-0000-7200-430014-000-86		268.29
					Warrant Total:	**268.29**
					Vendor Total:	**2,359.99**

Paid Date(s) From: 1/1/2019 To: 1/31/2019

Total # of Warrants:	**101**	**Grand Total:**	**254,939.16**

Washington Colony ESD
REGULAR BOARD MEETING February 12, 2019
Tuesday, February 12, 2019
Open Session: 6:30 PM | Closed Session:
Washington Colony Elementary School District
VI.A.3 Contract/Strategic Mechanical Inc. Proposal Agreement

Type:
Action

Quick Summary/Abstract:
Approve proposal agreement with Strategic Mechanical Inc. for the Hydronic Heating Boiler Installation.

Attachments:
1. Contract/Strategic Mechanical Inc. Proposal Agreement
2. Proposal Agreement

WCESD BOARD OF TRUSTEES

ITEM NO. VI.A.3
DATE: February 12, 2019

SUBJECT TITLE: CONTRACTS/SERVICE AGREEMENTS

Action ___√___ Discussion _____ Information _____

RECOMMENDATION:

Approve Proposal agreement with Strategic Mechanical Inc. for the Hydronic Heating Boiler Installation.

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 School Facilities are of continuous repairs due to the age of the buildings (over 60 years old). Based on the assessment to the current Heating Boiler, it was noted that it needs replacement since it is over 30 years old. The Hydronic Heating Boiler has been purchased in December 2018. Therefore, it is the district's plan to have the boiler installed in order to avoid any unforeseen emergency situations with its function. Therefore, Strategic Mechanical is providing the quote to replace the heating boiler. The work will include to install the Raypak boiler, expansion tank, boiler pump and 3-way thermostatic valve that was purchased in December 2018. All labor, materials, taxes are listed on the scope of work section of the proposal.

FINANCIAL IMPACT:

$24,513.00 Labor and Materials

FUNDING SOURCE:

General Fund (0100)

Moved by Second

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

STRATEGICMECHANICAL
Mechanical Electrical Plumbing

February 6, 2019

Attn: Jeff Dronyk
Washington Colony School
130 E, Lincoln Ave
Fresno CA 93706

RE: Hydronic Heating Boiler Installation

Strategic Mechanical is pleased to provide you with this quote to replace the failing Peerless hydronic heating boiler. SMI to install the Raypak boiler, expansion tank, boiler pump and 3 Way Thermostic valve that was purchased in December 2018. We propose the following.

Scope of work:

1. Shut off power and water to existing boiler and drain down
2. Disconnect and remove the failing Peerless boiler, piping and dispose
3. Install the new **Raypak HI Delta H3-752B Boiler**
4. Install the new **3 Way Thermostatic Valve**
5. Install the new **Expansion tank**
6. Install the new **Pressure regulating valve**
7. Provide piping material as needed and reconnect to existing water piping from system
8. Provide new gas isolation valve and reconnect to existing gas piping
9. Insulate the new water piping as needed with 1 ½" fiberglass insulation
10. Provide and install (2) new temperature sensors for boiler control
11. Provide and install new control and power wiring from junction boxes to the new boiler
12. Reconnect to existing flue piping
13. Open water valves and turn on power
14. Leak check water and gas piping
15. Startup boiler and pump and check boiler for proper operation
16. Run system and log all pressures, temperatures and set boiler parameters.
17. **All work done during normal business hours.**

Our price includes: All labor, material and taxes listed in the above scope.

Scope of Work Exclusions unless specifically listed above;

1. **Permits and fees.**
2. **All building upgrades of any kind required by any authority having jurisdiction**
3. **All domestic potable water systems.**
4. **All heating and cooling hydronic systems.**
5. **All electrical work of any kind.**
6. **Asbestos identification, testing, and abatement.**

7. **Lead identification, testing, and mitigation.**
8. **Any work not listed in the above scope of work.**

This quote is valid for 30 days from the above date.

TOTAL COST	**$24,513**
If Bond is needed for project add	**1.25%**

Authorized Signature	Date	P.O. #

Please feel free to contact me if you have any questions or concerns. If you wish to proceed please sign, date and add your P.O. # if you use them. Either fax or email me a copy of the quote and we will schedule the work.

Sincerely
STRATEGIC MECHANICAL, INC.

Mark Stoeckle
Service Estimating

mstoeckle@strategicmech.com

Washington Colony ESD
REGULAR BOARD MEETING February 12, 2019
Tuesday, February 12, 2019
Open Session: 6:30 PM | Closed Session:
Washington Colony Elementary School District
VI.A.4 Contract/Alert Medical Training

Type:
Action

Quick Summary/Abstract:
Ratify the Purchase of the onsite Automated External Defibrillator (AED) unit.

Attachments:
1. Contract/Alert Medical Training
2. Alert Medical Training

WCESD BOARD OF TRUSTEES

ITEM NO. VI.A.4
DATE: February 12, 2019

SUBJECT TITLE: CONTRACTS/SERVICE AGREEMENTS

Action ___√___ Discussion _____ Information _____

RECOMMENDATION
Ratify the purchase of the onsite Automated External Defibrillator (AED) Unit.

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

CONSIDERATION
Ratify the purchase of the onsite Automated External Defibrillator (AED) Unit. Alert Medical recommended the purchase of this (AED) Defibrillator unit. On October 8, 2018, Alert Medical training team provided training for Basic CPR/FA/AED to participants (administration and classified staff) to obtain CPR and First Aid. The AED unit will be stored in the front office nurse's room.

FINANCIAL IMPACT:
AED Unit Cost: ($1,626.57)

FUNDING SOURCE:
General Fund (0100)

Moved by Second

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

Invoice

Alert Medical Training
2750 N. Clovis Ave., Ste. 105
Fresno, CA 93727
559-456-6006
info@alertmedicaltraining.com
www.alertmedicaltraining.com

Alert Medical Training Inc.
Saving lives one day at a time

BILL TO
Evelyn Diaz
Washington Colony Elementary
130 E. Lincoln
Fresno, CA 93706

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
7813	01/31/2019	$1,626.57	02/01/2019	Due on receipt	

ACTIVITY	QTY	RATE	AMOUNT
Products Phillips Heartstart OnSite Defibrillator (HSI) Unit	1	968.15	968.15T
Products HeartStart HS1 Ready-Pack (Includes: Standard carrying case, spare adult smart pads-M5071A)	1	99.95	99.95T
Products Infant/Child SMART Pads Cartridge, HS1	1	68.35	68.35T
Products Fast Response Kit	1	30.00	30.00T
Products Basic Alarmed Cabinet with included 3D AED Wall Sign	1	180.89	180.89T
Products AED Inspection Tag	1	2.00	2.00T
Products AED Demo CD Philips	1	1.50	1.50T
Products AED Window Decals	1	1.50	1.50T
Products Medical Direction - Documents	1	80.00	80.00T
Service Handling/Delivery	1	80.00	80.00

SUBTOTAL	1,512.34
TAX (7.975%)	114.23
TOTAL	1,626.57
BALANCE DUE	**$1,626.57**

Washington Colony ESD
REGULAR BOARD MEETING February 12, 2019
Tuesday, February 12, 2019
Open Session: 6:30 PM | Closed Session:
Washington Colony Elementary School District
VI.A.5 Contract/Dellavalle Laboratory, Inc. – Distribution Operator Service

Type:
Action

Quick Summary/Abstract:
Approve agreement with Dellavalle Laboratory, Inc. to perform the duties of Distribution Operator for the period beginning January 1, 2019 and ending December 31, 2019

Attachments:
1. Contract/Dellavalle Laboratory, Inc. – Distribution Operator Service
2. Dellavalle Laboratory, Inc.

WCESD BOARD OF TRUSTEES

ITEM NO. VI.A.5
DATE: February 12, 2019

SUBJECT TITLE: CONTRACTS/SERVICE AGREEMENTS

Action ___√___ Discussion _____ Information _____

RECOMMENDATION:

Approve the Domestic Water Service Agreement with Dellavalle Laboratory Inc. for the period January 1, 2019 through December 31, 2019.

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:

Dellavalle Laboratory will maintain and update water quality testing for the district's well system and schedule future testing. Dellavalle Laboratory will be the primary contact for the Health Department. The service includes an annual visit to examine the water system for any changes in the well seals, plumbing, pressure tank, etc. and will include monthly coliform testing, annual water report summary & CCR, quarterly DBCP, Gorss Alpha, Total Radium, Uranium and DEPH, and annual nitrate testing.

FINANCIAL IMPACT:

Annual Cost: $3,293.00

FUNDING SOURCE:

Resource 81500 (General Fund - Ongoing and Major Maintenance)

Moved by Second

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

DELLAVALLE®
Laboratory, Inc.
Chemists and Consultants

January 10, 2019

Jesus Cruz
Washington Colony Elem School #14460
103 E Lincoln Ave
Easton, CA 93706

Dear Jesus:

Enclosed is the Domestic Water Service Agreement for January through December 2019.

The contract includes all monitoring requirements due for 2019 with exceptions. For example, not included are Copper/Lead First Draw samples, tests required due to regulations or non-compliant results (e.g. positive coliforms) and costs for system treatment. These items will be billed separately, should they occur.

Please feel free to call or make corrections if you have any concerns about this proposal. If it is acceptable, please sign and return one copy; the other is for your files. An addressed return envelope is enclosed for your convenience.

Thank you for the opportunity to continue to be of service.

Sincerely,

Keith M. Backman, CPH, CCA
MS Pomologist
Consultant Manager

KMB: gmp

Enclosures

1910 W. McKinley, Suite 110 • Fresno, CA 93728-1298 • (559) 233-6129
www.dellavallelab.com

DELLAVALLE®
Laboratory, Inc.
Chemists and Consultants

REQUEST FOR DOMESTIC WATER TESTING SERVICE

The undersigned requests that Dellavalle Laboratory collect water samples from the water systems listed below at the specified intervals and/or act as their Distribution Operator (DO) for a period beginning January 1, 2019 and ending December 31, 2019.

Water Sampling:
Each water sample will be collected by Dellavalle and tested in accordance with your testing requirements per the California Department of Health or other regulatory agency as applicable. Copies of reports will be sent to Washington Colony Elementary School #14460/21 and SWRCB – Fresno.

Distribution Operator Services:
If Dellavalle is specified as Distribution Operator (DO), Dellavalle will be your primary contact for the Health Department. You are **required** to contact the Dellavalle Distribution Operator with all written and verbal communications from your regulatory agency. Your DO must also be notified if your system has any water quality problem, plumbing change or significant pressure loss. The DO will conduct an annual inspection of your facility.

Water Testing Program (January through December 2019)

Analyte	Frequency	Amt. per Sample	No. of Samples/items	sub-total
Distribution System				
Coliform, E. coli + Cl2	Monthly	$33.00	12	$396.00
System #1000285-053 (Primary Well)				
Inorganics (Nitrate included)	Annually	$229.00	1	$229.00
EPA 507(Alachlor,Atrazine,Simazine)	Every 3 yrs	$162.00	1	$162.00
EPA 524 (VOC's)	Every 3 yrs	$166.00	1	$166.00
Miscellaneous				
Distribution Operator Service	Yearly	$800.00	1	$800.00
Annual Water Summary & CCR	July 1st	$340.00	1	$340.00
Sampling, Tracking and Scheduling	Monthly	$100.00	12	$1,200.00
			Total	$3,293.00

Payment Schedule:

The Client agreed to pay Dellavalle Laboratory, Inc. for its services an agreed amount of $3,293.00. Payment to be made in a lump sum of $3,293.00 commencing on the first day of March 2019.

1910 W. McKinley, Suite 110 • Fresno, CA 93728-1298 • (559) 233-6129
www.dellavallelab.com

Additional tests required due to regulatory changes and/or non-compliant results will be billed separately.

Unless listed above this service does not include the compilation of an annual report or Consumer Confidence Report (CCR).

Liquidated damages by way of a late charge will be computed at a periodic rate of 2% per month, which is an annual percentage rate of 24%, and will be applied to any unpaid balance commencing 30 days after the date of the original invoice.

Agreement Terms:

Dellavalle shall render the services contracted for in good faith and with due diligence. It is expressly understood that the Client assumes the risk of the application or implementation of all recommendations and indemnifies and holds Dellavalle harmless form same. Dellavalle makes no warranties expressed or implied with respect to any services other than those set forth herein, or as to any materials or equipment utilized in connection recommendations of Dellavalle Laboratory Inc.

In the event of a legitimate dispute, we agree to submit the dispute to mediation, and if not resolved by mediation, then submit to binding arbitration. If the mediator declares that no legitimate dispute exists other than the inability, failure or delay in payment, then debtor will pay all the cost of mediation and arbitration and in the event of arbitration Dellavalle Laboratory's reasonable attorney fees and costs.

ACCEPTED BY:	REQUESTED BY:
DELLAVALLE LABORATORY, INC	WASHINGTON COLONY ELEM SCH #14460
Keith M Backman	
BY:	BY:
Keith M Backman	Jesus H. Cruz, Superintendant
Water Distribution Operator, Grade D1, Cert No. 27436	
DATE: January 10, 2019	DATE:

1910 W. McKinley, Suite 110 · Fresno, CA 93728-1298 · (559) 233-6129
www.dellavallelab.com

DELLAVALLE®
Laboratory, Inc.
Chemists and Consultants

REQUEST FOR DOMESTIC WATER TESTING SERVICE

The undersigned requests that Dellavalle Laboratory collect water samples from the water systems listed below at the specified intervals and/or act as their Distribution Operator (DO) for a period beginning January 1, 2019 and ending December 31, 2019.

Water Sampling:
Each water sample will be collected by Dellavalle and tested in accordance with your testing requirements per the California Department of Health or other regulatory agency as applicable. Copies of reports will be sent to Washington Colony Elementary School #14460/21 and SWRCB – Fresno.

Distribution Operator Services:
If Dellavalle is specified as Distribution Operator (DO), Dellavalle will be your primary contact for the Health Department. You are required to contact the Dellavalle Distribution Operator with all written and verbal communications from your regulatory agency. Your DO must also be notified if your system has any water quality problem, plumbing change or significant pressure loss. The DO will conduct an annual inspection of your facility.

Water Testing Program (January through December 2019)

Analyte	Frequency	Amt. per Sample	No. of Samples/items	sub-total
Distribution System				
Coliform, E. coli + Cl2	Monthly	$33.00	12	$396.00
System #1000285-053 (Primary Well)				
Inorganics (Nitrate included)	Annually	$229.00	1	$229.00
EPA 507(Alachlor,Atrazine,Simazine)	Every 3 yrs	$162.00	1	$162.00
EPA 524 (VOC's)	Every 3 yrs	$166.00	1	$166.00
Miscellaneous				
Distribution Operator Service	Yearly	$800.00	1	$800.00
Annual Water Summary & CCR	July 1st	$340.00	1	$340.00
Sampling, Tracking and Scheduling	Monthly	$100.00	12	$1,200.00
			Total	$3,293.00

Payment Schedule:

The Client agreed to pay Dellavalle Laboratory, Inc. for its services an agreed amount of $3,293.00. Payment to be made in a lump sum of $3,293.00 commencing on the first day of March 2019.

1910 W. McKinley, Suite 110 • Fresno, CA 93728-1298 • (559) 233-6129
www.dellavallelab.com

Additional tests required due to regulatory changes and/or non-compliant results will be billed separately.

Unless listed above this service does not include the compilation of an annual report or Consumer Confidence Report (CCR).

Liquidated damages by way of a late charge will be computed at a periodic rate of 2% per month, which is an annual percentage rate of 24%, and will be applied to any unpaid balance commencing 30 days after the date of the original invoice.

Agreement Terms:

Dellavalle shall render the services contracted for in good faith and with due diligence. It is expressly understood that the Client assumes the risk of the application or implementation of all recommendations and indemnifies and holds Dellavalle harmless form same. Dellavalle makes no warranties expressed or implied with respect to any services other than those set forth herein, or as to any materials or equipment utilized in connection recommendations of Dellavalle Laboratory Inc.

In the event of a legitimate dispute, we agree to submit the dispute to mediation, and if not resolved by mediation, then submit to binding arbitration. If the mediator declares that no legitimate dispute exists other than the inability, failure or delay in payment, then debtor will pay all the cost of mediation and arbitration and in the event of arbitration Dellavalle Laboratory's reasonable attorney fees and costs.

ACCEPTED BY:	REQUESTED BY:
DELLAVALLE LABORATORY, INC	WASHINGTON COLONY ELEM SCH #14460
Keith M Backman	
BY:	BY:
Keith M Backman	Jesus H. Cruz, Superintendant
Water Distribution Operator, Grade D1, Cert No. 27436	
DATE: January 10, 2019	DATE:

Washington Colony ESD
REGULAR BOARD MEETING February 12, 2019
Tuesday, February 12, 2019
Open Session: 6:30 PM | Closed Session:
Washington Colony Elementary School District
VI.A.6 Contract/NetXperts, Inc. All Net, All the time Service Provider Agreement

Type:
Action

Quick Summary/Abstract:
Approve the Service Provider Agreement between NetXperts Inc. and Washington Colony ESD to establish E-Rate pricing for network switches and modules under the E-Rate Category 2 program.

Attachments:
1. Contract/NetXperts, Inc. All Net, All the time Service Provider Agreement
2. NetXperts, Inc. All Net Contract
3. NetXperts, Inc. All Net Contract- Extra Attachment

WCESD BOARD OF TRUSTEES

ITEM NO. VI.A.6
DATE: February 12, 2019

SUBJECT TITLE: CONTRACTS/SERVICE AGREEMENTS

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Approve the Service Provider Agreement between NetXperts Inc. and Washington Colony ESD to establish E-Rate pricing for network switches and modules under the E-Rate Category 2 program.

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 has contracted Infinity Communications and Consulting, Inc (Infinity) to provide professional services for E-rate Consulting and Design Services. Per our agreement, Infinity has prepared documents necessary to solicit competitive bidding and to undertake the work, in conformity with FCC/E-rate funding requirements. The following statement is a recap of the process that has been instituted specifically for the above titled project:

- A Request for Proposal (RFP) document was prepared.
- As required by E-Rate, to achieve maximum competitive results, a "Project Notice" was posted through the Internet, in the form of filing an FCC E-rate form 470 (on-line posting of bid).
- The project was posted on Infinity Communications' E-rate project website.
- Sixteen (16) prospective bidders downloaded the RFP from the Infinity website.
- Bids were due on Tuesday, January 22, 2018 at 1:00pm.

Four (4) Bid responses were received:

Contract Award:	The District recommends award of contract to the bidder with the highest evaluated ranking bid response, **NetXperts Inc.**
Contract Amount:	The District recommends that the board approve the Base Bid and Contingency Fee, for a sum total of **$51,734.31**

Infinity recommends that the Board gives the District Superintendent signing authority for this contract to be able to meet the E-rate's Form 471 "Funding Request" filing deadline, March 27, 2019.

The District recommends to award **NetXperts Inc**. as the lower Bidder provider for the Technology Equipment.

FINANCIAL IMPACT:

Provider Service Contract Amount= $51,734.31

FUNDING SOURCE:

General Fund (0100)/E-Rate Category 2 Funding Available: $58,430.02

Moved by Second

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

Moved by Second

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

INFINITY
COMMUNICATIONS AND CONSULTING

BID EVALUATION LETTER

PROJECT: Year 22 (2019-2020) E-rate Project for Washington Colony Elementary School District

BID/RFP No.: 0046-18C.1 Washington Colony Elementary School District - Network Electronics

REPORT DATE: 01/22/2019

Washington Colony Elementary School District has contracted Infinity Communications and Consulting, Inc (Infinity) to provide professional services for E-rate Consulting and Design Services. Per our agreement, Infinity has prepared documents necessary to solicit competitive bidding and to undertake the work, in conformity with FCC/E-rate funding requirements. The following statement is a recap of the process that has been instituted specifically for the above titled project:

- A Request for Proposal (RFP) document was prepared.
- As required by E-Rate, to achieve maximum competitive results, a "Project Notice" was posted through the Internet, in the form of filing an FCC E-rate form 470 (on-line posting of bid).
- The project was posted on Infinity Communications' E-rate project website.
- Sixteen (16) prospective bidders downloaded the RFP from the Infinity website.
- Bids were due on Tuesday, January 22, 2018 at 1:00pm.
- Four (4) Bid responses were received:

Project Overview

Base Bid price includes the Network Electronics.

Contingency Fee price includes a 10% "Contingency Fee" * for the Base Bid portion only.

*The above specified "Contingency Fee" can be used for ads, moves and changes that meet the intent of the original project scope, requested by the Owner during the construction process, ***only***. All unused "Contingency Fee" funds ***must*** be returned to the E-rate program.

Bid Results

Contractor Name	Base Bid	Contingency Fee	Total Bid Price
NetXperts Inc.	$51,734.31	$0.00	$51,734.31
Gigakom	$60,817.03	$3,073.75	$63,890.78
AAA Network Solutions	$51,482.73	$5,148.27	$56,631.00
AMS.net	$60,788.63	$6,078.00	$66,866.63

The District's Recommendation

Contract Award: The District recommends award of contract to the bidder with the highest evaluated ranking bid response, **NetXperts Inc.**

Contract Amount: The District recommends that the board approve the Base Bid and Contingency Fee, for a sum total of **$51,734.31**

Infinity recommends that the Board gives the District Superintendent signing authority for this contract to be able to meet the E-rate's Form 471 "Funding Request" filing deadline, March 27, 2019.

Final discounts for E-rate eligibility will be calculated at the time of the 471 filing. Eligible components are estimated by the vendor and are subject to final determination by the SLD.

PO BOX 6069 • BAKERSFIELD, CA. • 93386 • PH: 661.716.1840 • FX: 661.716.1841 • WWW.INFINITYCOMM.COM

Per the requirements of the E-rate program and their Document Retention policy please sign, date, and return the attached E-Rate Bid Assessment Worksheet along with the Vendor contract and return a copy to Infinity at your earliest convenience. If the District intends to request funding for a vendor other that Infinity's above recommendation please revise the E-Rate Bid Assessment Worksheet and return a signed and dated copy to our office.

The Form 471 with the funding request for this service will be sent to the District for final approval and certification with in the next 10 business days. Since E-rate rules require the District to keep copies of all documentation for five years after the end of service, we will be scanning in the above proposals for our files and then sending the originals to you for you to keep.

PO BOX 6069 • BAKERSFIELD, CA. • 93386 • PH: 661.716.1840 • FX: 661.716.1841 • WWW.INFINITYCOMM.COM



Network Electronics ERATE 22
Project # 0046-18C.1

NETXPERTS INC.
ALL NET, ALL THE TIME

Confidential | 1777 Botelho Dr. Suite 102 Walnut Creek, CA 94596
Jeremy Redman
925-806-0800 x 163

NETXPERTS INC.
All Net, All the Time

January 22, 2019

Infinity Communications and Consulting
ATTN: Ray Valenzuela
4909 Calloway Dr.
Bakersfield CA 93312
661-716-1840

Re: Washington Colony Elementary School District – Network Electronics ERATE 22

NetXperts, Inc. received the request for proposal and has read, fully understands, and will comply with all criteria outlined in RFP Washington Colony Elementary School District Network Electronics, due Tuesday, January 22 by 1:00 PM. NetXperts agrees to the terms and conditions regarding a one-year manufacturing warranty on all hardware. NetXperts will align with Washington Colony Elementary School Districts strategic vision to establish E-rate pricing for network switches and modules.

- NetXperts CMAS Contract# 3-17-70-0622S
- NetXperts SPIN#143031867
- NetXperts FRN# 0008302077
- NetXperts Seller's Permit is #SR-CHA-97-517755
- We hold California Contractor's License C-7 and C-10 license, #869161
- NetXperts will meet all prevailing wage requirements; our DIR Registration is #1000003207
- RCDD Certificate will be provided upon award of RFP

NetXperts is one of a limited number of Cisco Gold Certified service providers that is focused on delivering high profile projects in the San Francisco Bay Area. We have the ability to provide a complete "Soup to Nuts" solution, including an in-house cabling team without the need to subcontract services. NetXperts also has local offices in San Francisco and Walnut Creek to offer the most responsive service. Some examples of high exposure projects that we've recently completed include:

- Oakland Unified School District
- Pittsburg Unified School District
- West Contra Costa Unified School District
- Eastside Unified School District
- Jefferson Union High School District

NetXperts professional services experience is extensive in the areas of planning, design, security assessments, installation, deployment, troubleshooting, monitoring, 24x7 NOC and support. Key relationships with industry security leaders enable our engineers to receive training and hands-on experience in the latest technology solutions. We are able to take this knowledge and provide our clients with personalized attention that is designed to provide rapidly increasing productivity and ROI. Not only do we provide these services from our Walnut Creek and Ontario CA office via a team of highly-skilled engineers and project managers; we also partner with our customers to form and maintain strategic, long-lasting relationships to the benefit of our customers.

We are happy to answer any questions regarding our proposal. We look forward to the opportunity to serve as your trusted technical Advisor and Partner.

Your key contact for this project will be:

Carol Ann Nordine, President – NetXperts Inc.
P: (925) 806-0800 x145
C: (925) 382-9724
cnordine@netxperts.com

Sincerely.



Carol Ann Nordine

Qualifications and NetXperts Overview

Since 1996, NetXperts' team of Certified Professionals have developed and consulted to a wide host of clients on the West Coast ranging from schools, state and local governments, libraries, airports, hospitals, and Fortune 500 companies. NetXperts employs over 75 full time employees, most of which are Senior Certified Network Engineers, with headquarters located at 1777 Botelho Drive, Ste 102, CA 94596. Additional offices are located in San Francisco, Sacramento, and Ontario, California. NetXperts is an "S" Corporation within the State of California.

NetXperts, is a Cisco Gold Certified Partner that has built a reputation as a leader in network solutions and we have a large team of experienced professionals to success for our clients. Some specific areas of our expertise includes:

- Internet of Things
- Software Defined Networks
- Enterprise Routing & Switching
- Wireless LAN Design
- Low Voltage Cabling
- Fiber Optics
- Unified Communications, WebEx & Video Conferencing
- Security and Threat Defense
- Data Center Design and Configuration
- Video Surveillance & Distribution
- Core Infrastructure Design and Implementation
- Managed Services/Network Support

Additionally, NetXperts operates a 24x7 Network Operation Center (NOC) from our headquarters and provides redundant services from our Ontario, California office. We can provide 24 x 7 x 365 monitoring and managed services after the project is complete. Our Network Operation Center Engineers work daily with the Cisco Technical Teams to ensure the best customer service.

As a Cisco Gold partner we also have the ability to maintain replacement parts, which allows us to provide on-site parts rapidly in the event of a failure. NetXperts also works with Cisco SMARTnet team to ensure all SMARTnet contracts are updated and TAC cases are completed.

Industry Leading Technology

NetXperts is a leader in high technology solutions and one of few companies capable of offering a full spectrum of products, systems, and support services that help customers achieve their business goals. As a full-service integrator, we provide a single point of contact for turnkey technology solutions.

- **Procurement**: NetXperts holds partnerships agreements with many leading technology and distribution partners. This gives us access to wide range of technology solutions at a competitive price with unmatched availability.
- **Professional Services**: We combine the industry's finest technology solutions with virtually unmatched technical expertise and support, through every stage of your communications and network lifecycle including; planning, design, implementation, and long-term maintenance and upgrades.
- **Network Operations Center and Vendor Support**: Our post-deployment services enable our customers to reduce operational costs, provide the flexibility to work from anywhere and enjoy peace of mind knowing you are supported by the best in the Industry. NetXperts' 24x7 NOC allows us to identify and handle issues within minutes; allowing our engineers to be onsite within 30 minutes upon dispatch. As a Cisco Gold Partner for 22 years, we are given unlimited resources to benefit our valued customers day to day.

- **On-site Services**: NetXperts has engineers located in various locations throughout the Bay Area that can be deployed to provide on-site services as needed. These resources can provide assistance with projects, hardware replacement, or to assist with issues than can't be resolved remotely.

The NetXperts Advantage

Gary Nordine's business philosophy as CEO of NetXperts has always been to stay ahead of the Industry by having all of his engineers constantly learning, training, and obtaining the most current industry certifications.

- **Cisco Gold Certification:** NetXperts is known as the Cisco "Go To" Senior Partner when it comes to complex Wireless LAN design and deployments. NetXperts' full time Routing/Switching & Data Center Certified Engineers are known as being the best in the industry, providing turnkey robust designs and providing "clean up", correcting problem deployments. With 5 Cisco CCIE's on staff, we can provide the best design and build short and long term technical standards with our customers. As a valued Technical Advisor, NetXperts has designed, deployed, and managed over 3000 sites in California.
- **Customer Service Excellence**: NetXperts received the Customer Service Award from Cisco due to our ability to solve customer issues the same day. NetXperts is dedicated to every customer to meet and exceed the expectations for high-level customer service and will ensure that we will perform in that manner at all times to include the pre and post project deployment phases.
- **Dedicated Project Manager**: Upon award, NetXperts shall provide a dedicated Project Manager (PM), which oversees all service and project requests, and adhere to the delivery process for the county. The PM will be the single point-of-contact during the contract, which will streamline communications and provide quick response to the needs of the County of Sonoma. The NetXperts PM will work with the County of Sonoma staff to customize, plan, aggregate, integrate, and implement the network components to meet or exceed the project plan.

The following section is a preliminary Statement of Work (SOW) based on our current understanding of the requirements for the RFP. NetXperts will work closely with your staff to update the document to ensure all requirements and captured from beginning to end.

2 - PROPOSAL FORM

PROJECT: **0046-18C.1 NETWORK ELECTRONICS**

OWNER: **WASHINGTON COLONY ELEMENTARY SCHOOL DISTRICT**

Pursuant to Request For Proposal (RFP) and related documents, **the undersigned bidder**, having familiarized himself/herself with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the location where the work will be performed, and the Contract Documents, **proposes and agrees to perform**, within the time stipulated, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with **0046-18C.1 – Network Electronics** all in strict conformity with the Specifications, and other Contract Documents, including Addendum No.'s _____, _____, _____, _____, _____, _____, _____, _____. Copies of Addenda are obtainable from the Owner's Representative (Infinity Communications and Consulting, Inc.).

BASE BID – Network Electronics

The Bidder agrees to perform all work noted above, as described in the RFP and Project Documents for the lump sum of:

FIFTY ONE THOUSAND SEVEN HUNDRED THIRTY FOUR AND 31/100 Dollars ($ 51,734.31)

(Amount Shall Be Shown In Both Words And Figures. In Case Of A Discrepancy, The Amount Shown In Words Will Govern).

Bidder shall breakout the above Base Bid cost by Site for E-rate Program funding allocation purposes:

Site Name	
Washington Colony Elementary School	$ 26146.71
Washington Colony Middle School	$ 25,587.60

Basic Maintenance – If applicable

The Bidder agrees to provide a cost for any Basic Maintenance components required for the work noted above, as described in the RFP and Project Documents for the sum of:

_____ Dollars ($ Ø)

(Amount Shall Be Shown In Both Words And Figures. In Case Of A Discrepancy, The Amount Shown In Words Will Govern).

Contingency Fee – If applicable per form 3A

The Bidder agrees to negotiate in good faith with the Owner on future additional work not to exceed 10% of the Base Bid for the sum of:

_____ Dollars ($ Ø)

(Amount Shall Be Shown In Both Words And Figures. In Case Of A Discrepancy, The Amount Shown In Words Will Govern).

Project will be awarded based on the evaluation criteria set forth herein. Price will be evaluated based on the sum total of the Base Bid, Basic Maintenance, and all Additive Alternates.

The bidder agrees that upon receipt of Owner's "**Notice to Proceed**", he/she will provide all required documents within **ten (10) calendar days** after the documents are presented for execution.

The bidder has carefully examined the RFP documents and specifications for this project that were prepared and furnished by the OWNER and acknowledges their sufficiency.

It is understood and agreed that the work under the contract shall be commenced by the bidder, if awarded the contract, on the date to be stated in the OWNER'S **Notice to Proceed**.

NAME OF BIDDER: NetXperts, Inc

FULL NAME OF ALL Carol Ann Nordine

PARTNERS OR LEGAL NAME OF CORPORATION: Netxperts, Inc
(TYPE OR PRINT)

AUTHORIZED CONTACT / BID PREPARER / SALES REPRESENTATIVE: Carol Ann Nordine

BUSINESS ADDRESS: 1777 Botelho #102 Walnut Creek, CA 94596
(TYPE OR PRINT)

TELEPHONE: 925-806-0800 x 145

EMAIL: cnordine@netxperts.com

BY: Carol Ann
(SIGNATURE IN INK)

Carol Ann Nordine President
(TYPE OR PRINT NAME OF TITLE AND SIGNATURE)

"I declare, under penalty of perjury, that the information provided and representations made in this bid are true and current and that this declaration was executed on 1/17/19 (date) at WALNUT CREEK, California."

PRESIDENT OF CORPORATION: Pr Carol Ann Nordine Jan 17 2019
(SIGNATURE IN INK) DATE

President Carol Ann Nordine
(TYPE OR PRINT NAME AND TITLE OF SIGNATURE)

SECRETARY OF CORPORATION: Jan 17, 2019
(SIGNATURE IN INK) DATE

Gary E. Nordine CEO
(TYPE OR PRINT NAME AND TITLE OF SIGNATURE)

CALIFORNIA STATE CONTRACTOR'S LICENSE NO.: 869161

FEDERAL I.D. NO: 68-0409173

LICENSE EXPIRATION DATE: 12/31/19

TYPE OF LICENSE: C7 & C10

LICENSE IN THE NAME OF: Netxperts, Inc
(TYPE OR PRINT NAME)

CORPORATE SEAL:
(IF APPLICABLE)

Board Packet Page 103 of 203

WASHINGTON COUNTY MIDDLE SCHOOL

Category Two - Internal Connections - Version 19.0

Reference Number	Type of Internal Connection	Installation Included in Price?	Type of Product	Make	Enter the Make (If Other)	Model	Lease or Non-Purchase Agreement?	Identify the Monthly Costs				
								Monthly Recurring Unit Costs	Monthly Recurring Unit Ineligible Costs	Estimated Monthly Recurring Unit Eligible Costs	Monthly Quantity	Units
For Reference only - Not Imported	Required	Required	Required	Required	Required if "Other" is selected as Make	Required	Required	Required	Required	For Reference only - Not Imported	Required	Required
	Module	No	Module	Cisco Systems		CATALYST 3850 48 PT FULL POE IP BASE K12	No					
	Module	No	Module	Cisco Systems		CATALYST 3850 48 PT FULL POE IP BASE K12	No					
	Module	No	Module	Cisco Systems		CATALYST 3850 48 PT FULL POE IP BASE K12	No					
	Module	No	Module	Cisco Systems		CATALYST 3850 2 X 10GE NTWK MOD	No					
	Module	No	Module	Cisco Systems		CATALYST 3850 2 X 10GE NTWK MOD	No					
	Module	No	Module	Cisco Systems		CATALYST 3850 2 X 10GE NTWK MOD	No					
	Module	No	Module	Cisco Systems		CATALYST 3850 2 X 10GE NTWK MOD	No					
	Module	No	Module	Cisco Systems		CATALYST 3850 24PT POE IP BASE K12	No					
	Racks	No	Racks	Cisco Systems		1M TYPE 1 STACKING CBL	No					
	Racks	No	Racks	Cisco Systems		1M TYPE 1 STACKING CBL	No					
						Sales Tax						
						Shipping						

			Identify the One-time Costs						
Estimated Total Monthly Eligible Recurring Costs	Estimated Months of Service	Estimated Total Eligible Recurring Costs	One-time Unit Costs	One-time Unit Ineligible Costs	Estimated One-time Unit Eligible Costs	One-time Quantity	Estimated Total Eligible One-time Costs	Estimated Pre-Discount Extended Eligible Line Item Costs	Do any of these conditions apply?
For Reference only - Not Imported	Required	For Reference only - Not Imported	Required	Required	For Reference only - Not Imported	Required	For Reference only - Not Imported	For Reference only - Not Imported	Required. Option "A" only applicable if you are a library system or a school district that is not ESA
			$5,424.00	$0.00		1			
			$5,424.00	0		1			
			$5,424.00	0		1			
			$1,020.00	0		1			
			$1,020.00	0		1			
			$1,020.00	$0.00		1			
			$1,020.00	0		1			
			$3,076.00	0		1			
			$88.00	0		1			
			$88.00	0		1			
			$1,883.60						
			$100.00						

WASHINGTON COLONY ELEMENTARY

Category Two - Internal Connections - Version 19.0

Reference Number	Type of Internal Connection	Installation Included in Price?	Type of Product	Make	Enter the Make (If Other)	Model	Lease or Non-Purchase Agreement?	Identify the Monthly Costs				
								Monthly Recurring Unit Costs	Monthly Recurring Unit Ineligible Costs	Estimated Monthly Recurring Unit Eligible Costs	Monthly Quantity	Units
For Reference only - Not Imported	Required	Required	Required	Required	Required if "Other" is selected as Make	Required	Required	Required	Required	For Reference only - Not Imported	Required	Required
	Module	No	Module	Cisco Systems		CATALYST 3850 48 PT FULL POE IP BASE K12	No					
	Module	No	Module	Cisco Systems		CATALYST 3850 48 PT FULL POE IP BASE K12	No					
	Module	No	Module	Cisco Systems		CATALYST 3850 48 PT FULL POE IP BASE K12	No					
	Module	No	Module	Cisco Systems		CATALYST 3850 48 PT FULL POE IP BASE K12	No					
	Module	No	Module	Cisco Systems		CAT 3850 2X10 GE NTWK MOD	No					
	Module	No	Module	Cisco Systems		CAT 3850 2X10 GE NTWK MOD	No					
	Racks	No	Racks	Cisco Systems		1M TYPE 1 STACKING CBL	No					
	Racks	No	Racks	Cisco Systems		1M TYPE 1 STACKING CBL	No					
	Racks	No	Racks	Cisco Systems		1M TYPE 1 STACKING CBL	No					
	Racks	No	Racks	Cisco Systems		1M TYPE 1 STACKING CBL	No					
						Sales Tax						
						Shipping						

			Identify the One-time Costs						
Estimated Total Monthly Eligible Recurring Costs	Estimated Months of Service	Estimated Total Eligible Recurring Costs	One-time Unit Costs	One-time Unit Ineligible Costs	Estimated One-time Unit Eligible Costs	One-time Quantity	Estimated Total Eligible One-time Costs	Estimated Pre-Discount Extended Eligible Line Item Costs	Do any of these conditions apply?
For Reference only - Not Imported	Required	For Reference only - Not Imported	Required	Required	For Reference only - Not Imported	Required	For Reference only - Not Imported	For Reference only - Not Imported	Required. Option "A" only applicable if you are a library system or a school district that is not ESA
			$5,424.00	$0.00		1			
			$5,424	0		1			
			$5,424.00	0		1			
			$5,424.00	0		1			
			$1,054.00	0		1			
			$1,054.00	$0.00		1			
			$80.00	0		1			
			$80.00	0		1			
			$80.00	0		1			
			$80.00	0		1			
			1922.71						
			100						

NETXPERTS INC.
All Net, All the Time

NetXperts Inc.
1777 Botelho Drive
Walnut Creek, CA 94596
925-806-0800 Tel
925-806-0899 Fax

QUOTE

Quote # NETQ17785
Date 01/17/19
Sales Rep. ngretowski

Quote To:
Washington Colony Elementary
Jesus Cruz
130 East Lincoln Ave.
Fresno
CA 93706
559-233-0706
jesuscruz@washingtoncolony.org

Bill To:
Washington Colony Elementary
Jesus Cruz
130 East Lincoln Ave.
Fresno
CA 93706
559-233-0706

Qty	Part Number	Description	Unit Price	Ext. Price
		Washington Cology Elementary School - 0046-18C.1		
		Contact: Jesus Cruz		
3	EDU-C3850-48P-S	Cisco Catalyst 3850 48 Port Full PoE IP Base for K12	$5,424.00	$16,272.00
3	C3850-SPWR-NONE	No Stack Power Cable Selected	$0.00	$0.00
3	CAB-TA-NA	North America AC Type A Power Cable	$0.00	$0.00
3	PWR-C1-715WAC	715W AC Config 1 Power Supply	$0.00	$0.00
3	C3850-NM-2-10G	Cisco Catalyst 3850 2 x 10GE Network Module	$1,020.00	$3,060.00
3	C3850-STACK-NONE	No Stack Cable Selected	$0.00	$0.00
3	S3850UK9-166	UNIVERSAL	$0.00	$0.00
1	EDU-C3850-24P-S	Cisco Catalyst 3850 24 Port PoE IP Base K12	$3,076.00	$3,076.00
1	CAB-TA-NA	North America AC Type A Power Cable	$0.00	$0.00
1	S3850UK9-166	UNIVERSAL	$0.00	$0.00
1	C3850-NM-2-10G	Cisco Catalyst 3850 2 x 10GE Network Module	$1,020.00	$1,020.00
1	PWR-C1-715WAC	715W AC Config 1 Power Supply	$0.00	$0.00
1	C3850-SPWR-NONE	No Stack Power Cable Selected	$0.00	$0.00
1	C3850-STACK-NONE	No Stack Cable Selected	$0.00	$0.00
2	STACK-T1-1M=	1M Type 1 Stacking Cable	$88.00	$176.00
4	EDU-C3850-48P-S	Cisco Catalyst 3850 48 Port Full PoE IP Base for K12	$5,424.00	$21,696.00
4	PWR-C1-715WAC	715W AC Config 1 Power Supply	$0.00	$0.00
4	S3850UK9-166	UNIVERSAL	$0.00	$0.00
4	STACK-T1-1M	1M Type 1 Stacking Cable	$80.00	$320.00
4	CAB-TA-NA	North America AC Type A Power Cable	$0.00	$0.00
4	C3850-SPWR-NONE		$0.00	$0.00

Qty	Part Number	Description	Unit Price	Ext. Price
		No Stack Power Cable Selected		
2	C3850-NM-2-10G=	Cisco Catalyst 3850 2 x 10GE Network Module	$1,054.00	$2,108.00
			SubTotal	$47,728.00
			Sales Tax	$3,806.31
			Shipping	$200.00
			Total	**$51,734.31**

Terms & Conditions of this Proposal: All orders will be placed upon receipt of signed purchase order or a signed contract between NetXperts, Inc. and customer. Such purchase order or contract will be subject to any governing law. All hardware is warranted per manufacturer's published warranty only, unless an NetXperts Service Contract has been purchased. This order may be subject to: sales tax, VAT, duty and freight charges even if not noted on this quote. A 5% fee will be applied for all Credit Card purchases. Terms for Hardware, Software are Net 45. NetXperts Inc. - Confidential and Proprietary. This quote is valid for 60 days

6 - NONCOLLUSION AFFIDAVIT

PROJECT: 0046-18C.1 NETWORK ELECTRONICS
OWNER: WASHINGTON COLONY ELEMENTARY SCHOOL DISTRICT

(Public Contract Code Section 7106)

State of California)
) ss
County Of CONTRA COSTA)

CAROL ANN NORDINE, being first duly sworn, deposes and says that ~~he or~~ she is PRESIDENT of NETXPERTS, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Carol Ann Nordine
(SIGNATURE OF BIDDER)

NOTARY FOR NONCOLLUSION AFFIDAVIT

Subscribed and sworn to (or affirmed) before me this day JANUARY 15, 20 19.

Olin Howard Covington
(SIGNATURE OF NOTARY)

[SEAL OF NOTARY]

OLIN HOWARD COVINGTON
(TYPED NAME OF NOTARY)

OLIN HOWARD COVINGTON
Notary Public - California
Contra Costa County
Commission # 2233541
My Comm. Expires Mar 8, 2022

7 – STATE MASTER CONTRACT FORM

PROJECT: 0046-18C.1
OWNER: Washington Colony Elementary School District

Please provide the following information concerning the State Master Contract being used for the Year 22 E-rate Project for the **Washington Colony Elementary School District.**

State Master Contract No. (Provide Contract Numbers for all components listed on the Form 471 Attachment Sheet)

(1) 3-17-70-06225

(2) _____

(3) _____

(4) _____

(5) _____

Please attach a copy of the State Master Contract that includes all eligible products listed on the Form 471 Attachment Sheet.

"E-RATE ATTACHMENT to SERVICE AGREEMENT"

for

PROJECT 0046-18C.1 Network Electronics for Washington Colony Elementary School District

THIS ATTACHMENT, hereafter referred to as "Attachment", is entered into by and between the Washington Colony Elementary School District, hereinafter called "Owner", and NetXperts, Inc, hereinafter called "Service Provider", and is an attachment to the Agreement provided by the Service Provider, hereafter referred to as "Agreement". Owner and Service Provider are sometimes individually referred to as "Party" and collectively as "Parties." The terms and conditions set forth in this Attachment shall take precedent over any other agreement between the Parties.

NOW, THEREFORE, the Parties, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. Scope of Work. The Service Provider agrees to furnish all services and/or equipment necessary to perform and complete, in a good workmanlike manner, the work in strict accordance with the **Request for Proposal No.** 0046-18C.1 Network Electronics for Washington Colony Elementary School District.
2. Contingency. The Service Provider understands that the Agreement is contingent on the Owner's receipt of federal and/or state funds for the work covered under the Agreement. If the Owner does not receive adequate federal and/or state funds, the Agreement shall be null and void. In the event that the Agreement is rendered void, the Owner will not be liable for any costs incurred by the Service Provider prior to the issuance of a Notice to Proceed.
3. Total Contract Price. As full consideration for the faithful performance of the agreement, District shall pay to Contractor, subject to any additions or deductions as provided in the Contract Documents, the sum of:

   Total sum of Base Bid

   _____ Dollars ($_____).

   Total sum of Alternate #1

   _____ Dollars ($_____).

   Contingency amount (if applicable)

   _____ Dollars ($_____).

   CONTRACTOR LEAVE BLANK TO BE FILLED IN BY THE OWNER

   Total sum of Base Bid + Contingency and Additive Alternates #1____, #2____, #3____, #4 ____, #5 ____,

   _____Dollars ($_____).

4. Payment. The payment method for the agreed upon service shall be USAC's Service Provider Invoicing (SPI). Service Provider agrees to invoice the Owner for the undiscounted amount of the service only and shall be responsible to prepare and submit the Form 474 for the reimbursement of the discounted amount from USAC. The Service Provider agrees that prior to submitting the Form 472,

   a. Service Provider has performed the services that reimbursement is being requested for, and

   b. Service Provider has submitted a discounted invoice to the Owner for the reimbursement amount being requested for.

   In the event that the Owner authorizes the Service Provider to begin service prior to filing a Form 486 (Receipt of Service Confirmation Form), the Owner agrees to pay the Service Provider in full

for the discounted and undiscounted amount of the accepted service(s) received. The Owner shall, at their sole discretion, seek reimbursement for the discounted amount of the service provided from USAC. The Owner shall do so by preparing and submitting a Form 472 Billed Entity Applicant Reimbursement (BEAR) to USAC. Service Provider agrees to remit any and all reimbursement payments received by the Service Provider as a result of a Form 472 filed by the Owner, within 20 business days after receipt of funds released by USAC.

5. Service Delivery. In compliance with the E-rate program rules, Parties agrees that the service(s) under the Agreement will not begin prior to **July 1, 2019**, or extend beyond **September 30, 2020,** without prior approval of USAC. Parties agree that no service(s) may commence until the Service Provider has received a duly authorized written Notice to Proceed from the Owner.
6. Growth Clause. The Parties agree that during the term of the Agreement the Owner may increase the scope of the agreed upon service(s) in whatever manner that best meet the interest of the Owner. No change to the Agreement shall be enforceable unless agreed upon in writing by both Parties.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the Effective Date set forth in the introductory paragraph above.

"OWNER"	**"SERVICE PROVIDER"**
Washington Colony Elementary School District	NetXperts, Inc.
By:	By: Carol Nardini
Name:	Name: Carol Ann Nordine
Title:	Title: President
Date:	Date: Jan 10, 2019

DGS CALIFORNIA DEPARTMENT OF GENERAL SERVICES

Governor Edmund G. Brown Jr.

09/07/2017

Mr. Gary Nordine
NetXperts Inc.
1777 Botelho Drive, Suite 102
Walnut Creek, CA 94596

Subject: NetXperts Inc.'s California Multiple Award Schedule (CMAS)

CMAS Contract No.:	**3-17-70-0622S**
CMAS Contract Term:	**September 7, 2017 through July 31, 2021**
Base GSA Schedule No.:	**GS-35F-0349S**

The State of California is pleased to accept your firm's offer to establish a California Multiple Award Schedule (CMAS) contract, which we have assigned the CMAS contract number and term identified above. This contract number must be shown on each invoice rendered. Additionally, this letter shall not be construed as a commitment to purchase any or all of the State's requirements from your firm. Prior approval is required from the State for all news releases regarding this contract.

It is your firm's responsibility to furnish, upon request, a copy of this CMAS contract to State and local government agencies. A complete CMAS contract includes the following: **1)** this acceptance letter, **2)** CMAS cover pages (which includes the signature page, ordering instructions and special provisions, and any attachments or exhibits as prepared by the CMAS Unit), **3)** CMAS terms and conditions, **4)** Federal GSA (or Non-GSA) terms and conditions, and **5)** product/service listing and prices. The CMAS Unit strongly recommends that government agencies place orders with Contractors who provide ALL of the contract elements described above.

To manage this contract, Contractors are directed to the "CMAS Contract Management and Information Guide", which can be accessed at www.dgs.ca.gov/pd/programs/leveraged/cmas.aspx, then select the "For Suppliers/Contractors" link. This guide covers topics such as CMAS Quarterly Reports, amendments, extensions, renewals, Contractor's change of address or contact person, company name change requests, and marketing your CMAS contract.

It is the Contractor's responsibility to submit on a timely basis detailed CMAS Quarterly Reports (along with any applicable incentive fees).

THE NEXT QUARTERLY REPORT DUE FOR THIS CONTRACT IS Q3-2017 (JUL-SEPT) DUE BY OCT 15, 2017.

The "Approved CMAS Contractor" logo is only available to CMAS contract holders for display at conferences or on other marketing material. A login and password is required to download the logo. Go to http://www.dgs.ca.gov/pd/Resources/FormsResourcesLibrary.aspx , then select "Reference Material"; click on "CMAS Logos" under the heading "Marketing Tools". At the prompt, enter the login: "cmassupplier" and the password: "cmas010194".

Should you have any questions regarding this contract, please contact me at (916) 376-3840. Thank you for your continued cooperation and support of the CMAS Program.

Andrew Reel

ANDREW REEL, Program Analyst
California Multiple Award Schedules Unit

DGS CALIFORNIA DEPARTMENT OF GENERAL SERVICES

Procurement Division
707 Third Street, 2nd Floor, MS #2-202
West Sacramento, CA 95605-2811

State of California

MULTIPLE AWARD SCHEDULE

NetXperts Inc.

CONTRACT NUMBER:	**3-17-70-0622S**
CMAS CONTRACT TERM:	09/07/2017 through 07/31/2021
CONTRACT CATEGORY:	Information Technology Goods & Services
APPLICABLE TERMS & CONDITIONS:	September 8, 2014
MAXIMUM ORDER LIMIT:	$500,000
FOR USE BY:	State & Local Government Agencies
BASE GSA SCHEDULE NO.:	GS-35F-0349S
BASE SCHEDULE HOLDER:	Avnet Government Solutions, LLC

This contract provides for the purchase, warranty and installation of hardware, software, and software maintenance as a product only. (See page 2 for the specific brands and restrictions applicable to this contract.)

NOTICE: Products and/or services on this CMAS may be available on a Mandatory Statewide Contracts. If this is the case, the use of this CMAS is restricted unless the State agency has an approved exemption as explained in the Statewide Contract User Instructions. Information regarding Statewide Contracts can be obtained at the website: http://www.documents.dgs.ca.gov/pd/contracts/contractindexlisting.pdf. This requirement is not applicable to local government entities.

The most current Ordering Instructions and Special Provisions and CMAS Terms and Conditions, products and/or services and pricing are included herein. All purchase orders issued under this contract incorporate the following Ordering Instructions and Special Provisions and CMAS Terms and Conditions dated September 8, 2014.

ANY REFERENCE TO A SPECIFIC MANUFACTURER'S OR PUBLISHER'S WARRANTY OR TERMS AND CONDITIONS AS SHOWN IN THE BASE GS-35F-0349S GSA SCHEDULE ARE NOT APPLICABLE TO THIS CMAS CONTRACT.

Agency non-compliance with the requirements of this contract may result in the loss of delegated authority to use the CMAS program.

Contractor non-compliance with the requirements of this contract may result in contract termination.

jow _____ Effective Date: **09/07/2017**

ANDREW REEL, Program Analyst, California Multiple Award Schedules Unit

DELIVERY

30 days after receipt of order, or as negotiated between agency and contractor and included in the purchase order, or as otherwise stipulated in the contract.

SHIPPING INSTRUCTIONS

F.O.B. (Free On Board) Destination. Seller pays the freight charges.

PURCHASING AUTHORITY DOLLAR THRESHOLD

No CMAS order may be executed by a State agency that exceeds that agency's CMAS purchasing authority threshold or the CMAS maximum order limit, whichever is less.

HOW TO USE CMAS CONTRACTS

Agencies must adhere to the detailed requirements in the State Contracting Manual (SCM) when using CMAS contracts. The requirements for the following bullets are in the SCM, Volume 2, Chapter 6 (for non-IT) and the SCM, Volume 3, Chapter 6 (for IT):

- Develop a Request for Offer, which includes a Scope of Work (SOW), and Bidder Declaration form. For information on the Bidder Declaration requirements, see the SCM, Volume 2, Section 3.5.7 and Volume 3, Section 3.4.7.
- Search for potential CMAS contractors at www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx, select "Find a CMAS Contract".
- Solicit offers from a minimum of 3 CMAS contractors including one small business and/or DVBE, if available, who are authorized to sell the products and/or services needed.
- If soliciting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Std. 843) in the Request for Offer. This declaration must be completed and returned by the DVBE prime contractor and/or any DVBE subcontractors. (See the SCM Volumes 2 and 3, Chapter 3).
- This is not a bid transaction, so the small business preference, DVBE participation goals, protest language, intents to award, evaluation criteria, advertising, etc., are not applicable.

- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers solicited did not respond with an offer.
- Assess the offers received using best value methodology, with cost as one of the criteria.
- Issue a Purchase Order to the selected contractor.
- For CMAS transactions under $5,000 only one offer is required if the State agency can establish and document that the price is fair and reasonable.

Local governments set their own order limits, and are not bound by the order limits on the cover page of this contract.

SPLITTING ORDERS

Splitting orders to avoid any monetary limitations is prohibited.

Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders (PCC § 10329).
Splitting a project into small projects to avoid either fiscal or procedural controls is prohibited (SAM 4819.34).

MINIMUM ORDER LIMITATION

There is no minimum dollar value limitation on orders placed under this contract.

ORDERING PROCEDURES

1. **Order Form**

   State agencies shall use a Contract/Delegation Purchase Order (Std. 65) for purchases and services.

   Local governments shall, in lieu of the State's Purchase Order (Std. 65), use their own purchase order document.

   Electronic copies of the State Standard Forms can be found at the Office of State Publishing website. The site provides information on the various forms and use with the Adobe Acrobat Reader. Beyond the Reader capabilities, Adobe Acrobat advanced features may be utilized if you have Adobe Business Tools or Adobe Acrobat 4.0 installed on your computer. Direct link to the Standard Form 65:
   http://www.dgs.ca.gov/dgs/ProgramsServices/Forms/FMC/Search.aspx

2. **Purchase Orders**

   State and Local Government agencies are required to send a copy of each CMAS purchase order to:

   Department of General Services
   Procurement Division, Data Management Unit
   PO Box 989052, MS #2-203
   West Sacramento, CA 95798-9052
   (or via Interagency Mail Service #Z-1)

2. The Contractor will provide an ordering agency with the following information at the time the order is quoted:

   a. The Contractor will state that, as the prime Contractor, it shall be responsible for the overall execution of the fulfillment of the order.

   b. The Contractor will indicate to the ordering agency how the order meets the small business or DVBE goal, as follows:

   - List the name of each company that is certified by the Office of Small Business and DVBE Certification that it intends to subcontract a commercially useful function to; and
   - Include the small business or DVBE certification number of each company listed, and attach a copy of each certification; and
   - Indicate the dollar amount of each subcontract with a small business or DVBE that may be claimed by the ordering agency towards the small business or DVBE goal; and
   - Indicate what commercially useful function the small business or DVBE subcontractor will be providing towards fulfillment of the order.

3. The ordering agency's purchase order must be addressed to the prime Contractor, and the purchase order must reference the information provided by the prime Contractor as outlined above.

NEW EQUIPMENT REQUIRED

The State will procure new equipment. All equipment must be new (or warranted as newly manufactured) and the latest model in current production. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.

Where Federal Energy Management Program (FEMP) standards are available, all State agencies shall purchase only those products that meet the recommended standards. All products displaying the Energy Star label meet the FEMP standards.

SPECIAL MANUFACTURED GOODS

Any contract for goods to be manufactured by the contractor specifically for the State and not suitable for sale to others may require progress payments.

For Non-IT goods contracts, see the CMAS contract Non-IT Commodities Terms & Conditions, Provision 69, Progress Payments.

PRODUCT INSTALLATION

The contractor is fully responsible for all installation services performed under the CMAS contract. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications.

The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project.

ELECTRONIC WASTE RECYCLING

The Electronic Waste Recycling Act of 2003 requires retailers to collect a recycling fee from consumers on covered electronic devices starting January 1, 2005. California Public Resources Code, Section 42463(f) defines a "covered electronic device" as a video display device containing a screen greater than four inches measured diagonally. See the code identified above for more information and exceptions to this definition.

The Integrated Waste Management Board is implementing this new legislation, and the Board of Equalization is responsible for collecting these recycling fees from retailers. See the following two websites for more information on this topic:

www.ciwmb.ca.gov/Electronics/Act2003/

www.boe.ca.gov/sptaxprog/ewaste.htm

The electronic waste recycling fee must be shown as a line item on the agency purchase order before the Contractor can include it on their invoice.

PUBLIC WORKS (INSTALLATION SERVICES ONLY)

A public works contract is defined as an agreement for "the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind" in accordance with the Public Contract Code (PCC) Section 1101. State agencies planning these types of projects need to review the SCM, Volume 1, Chapters 10 and 11 for applicable guidelines and regulations. Also, the Department of General Services (DGS), Real Estate Services Division (RESD) can be contacted at (916) 376-1748, if you have questions about these types of transactions.

Agency CMAS purchase orders may allow for public works installation only when it is incidental to the total purchase order amount. **The total dollar value of all public works services included in the purchase order must not exceed the dollar value of the products.**

4. Maximum Order Limitation: For orders $250,000, or less, the total dollar value of all NSP items included in a purchase order shall not exceed $5,000. For orders exceeding $250,000, and at the option of the contractor, the total dollar value of all NSP items in a purchase order shall not exceed 5% of the total cost of the order, or $25,000 whichever is lower.

5. An NSP item included in an order issued against a contract is subject to all of the terms and conditions set forth in the contract.

6. Trade-ins, upgrades, involving the swapping of boards, are permissible, where the contract makes specific provisions for this action. In those instances where it is permitted, the purchase order must include the replacement item and a notation that the purchase involves the swapping of a board.

The following NSP items ARE SPECIFICALLY EXCLUDED from any order issued under this contract:

1. Items not intended for use in directly supporting the priced items included in the same order. An NSP item must be subordinate to the specifically priced item that it is supporting. For example, a cable, which is not otherwise specifically priced in the contract, is subordinate to a specifically priced printer or facsimile machine, and is eligible to be an NSP item subject to that cable meeting the remaining NSP requirements. However, a printer or facsimile machine, which is not otherwise specifically priced in the contract, is not subordinate to a specifically priced cable, and is not eligible to be an NSP item.

2. Supply type items, except for the minimum amount necessary to provide initial support to the priced items included in the same order.

3. Items that do not meet the Productive Use Requirements for information technology products, per the SCM, Volume 3, Chapter 2, Section 2.B6.2.

4. Any other item or class of items specifically excluded from the scope of this contract.

5. Public Works components NOT incidental to the total purchase order amount.

6. Products or services the contractor is NOT factory authorized or otherwise certified or trained to provide.

7. Follow-on consultant services that were previously recommended or suggested by the same contractor.

The contractor is required to reject purchase orders containing NSP items that do not conform to the above requirements. The contractor will promptly notify the agency issuing the non-conforming order of its non-acceptance and the reasons for its non-acceptance.

STATE AND LOCAL GOVERNMENTS CAN USE CMAS

State and local government agency use of CMAS contracts is optional. A local government is any city, county, city and county, district, or other local governmental body or corporation, including UC, CSU, K-12 schools and community colleges empowered to expend public funds. While the State makes this contract available, each local government agency should make its own determination whether the CMAS program is consistent with their procurement policies and regulations.

UPDATES AND/OR CHANGES

A CMAS amendment is not required for updates and/or changes once the update and/or change becomes effective for the federal GSA schedule, except as follows:

- A CMAS amendment is required when the contract is based on products and/or services from another contractor's multiple award contract and the contractor wants to add a new manufacturer's products and/or services.

- A CMAS amendment is required for new federal contract terms and conditions that constitute a material difference from existing contract terms and conditions. A material change has a potentially significant effect on the delivery, quantity or quality of items provided, the amount paid to the contractor or on the cost to the State.
- A CMAS amendment is required for changes to contracts that require California Prison Industry Authority (CALPIA) approval.

A CMAS amendment is required to update and/or change terms and conditions and/or products and services based on a non-federal GSA multiple award contract.

SELF-DELETING FEDERAL GSA TERMS AND CONDITIONS

Instructions, or terms and conditions that appear in the Special Items or other provisions of the federal GSA and apply to the purchase, license, or rental (as applicable) of products or services by the U.S. Government in the United States, and/or to any overseas location shall be self-deleting. (Example: "Examinations of Records" provision).

2. Payee Data Record (Std. 204)

Each State accounting office must have a copy of the Contractor's Payee Data Record (Std. 204) in order to process payment of invoices. Contractors are required to provide a copy of their Std. 204 upon request from an agency customer. Agencies should forward a copy of the Std. 204 to their accounting office. Without the Std. 204, payment may be unnecessarily delayed.

3. DGS Administrative and Incentive Fees

Orders from State Agencies:

The Department of General Services (DGS) will bill each State agency directly an administrative fee for use of CMAS contracts. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS. This administrative fee is waived for CMAS purchase orders issued to California certified small businesses.

See the current administrative fees in the DGS Price Book at: http://www.dgs.ca.gov/ofs/Pricebook.aspx.

Orders from Local Government Agencies:

Effective for CMAS orders dated 1/1/2010 or later, CMAS contractors, who are not California certified small businesses, are required to remit to the DGS an incentive fee equal to 1% of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS contract(s). This incentive fee is in lieu of local government agencies being billed the above referenced DGS administrative fee.

This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit along with the applicable Quarterly Report. See the provision in this contract entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

4. Contractor Invoices

Unless otherwise stipulated, the contractor must send their invoices to the agency address set forth in the purchase order. Invoices shall be submitted in triplicate and shall include the following:

- Contract number
- Agency purchase order number
- Agency Bill Code
- Line item number
- Unit price
- Extended line item price
- Invoice total

State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

The company name on the CMAS contract, purchase order and invoice must match or the State Controller's Office will not approve payment.

5. Advance Payments

Advance payment is allowed for services only under limited, narrowly defined circumstances, e.g., between specific departments and certain types of non-profit organizations, or when paying another government agency (GC 11256 – 11263 and 11019).

It is NOT acceptable to pay in advance, except software maintenance and license fees, which are considered a subscription, may be paid in advance if a provision addressing payment in advance is included in the purchase order.

Software warranty upgrades and extensions may also be paid for in advance, one time.

6. Credit Card

NetXperts Inc. does not accept the State of California credit card (CAL-Card).

7. Lease/Purchase Analysis

State agencies must complete a Lease/Purchase Analysis (LPA) to determine best value when contemplating a lease/rental, and retain a copy for future audit purposes (SAM 3700). Approval by the Department of General Services is not required.

- New contracts, contract renewals or extensions, and contract modifications will be approved only if the contractor has submitted all required quarterly reports and incentive fees.

CMAS Quarterly Business Activity Reports are due in the CMAS Unit within two weeks after the end of each quarter as shown below:

Quarter 1	Jan 1 to Mar 31	Due Apr 15
Quarter 2	Apr 1 to Jun 30	Due Jul 15
Quarter 3	Jul 1 to Sep 30	Due Oct 15
Quarter 4	Oct 1 to Dec 31	Due Jan 15

CONTRACTOR QUARTERLY INCENTIVE FEES

CMAS contractors who are not California certified small businesses must remit to the DGS an incentive fee equal to 1% of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS contract(s). This incentive fee is in lieu of local government agencies being billed the above referenced DGS administrative fee.

CMAS contractors cannot charge local government agencies an additional 1% charge on a separate line item to cover the incentive fee. The contractor must include the 1% incentive fee in the price of the products or services offered, and the line item prices must not exceed the applicable GSA prices.

A local government agency is any city, county, district, or other local governmental body, including the California State University (CSU) and University of California (UC) systems, K-12 public schools and community colleges empowered to expend public funds.

This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit along with the applicable Quarterly Report. See the provision in this contract entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

CONTRACTOR PROVIDES COPY OF THE CONTRACT AND SUPPLEMENTS

CMAS contractors are required to provide the entire contract that consists of the following:

- Cover pages with DGS logo and CMAS analyst's signature, and Ordering Instructions and Special Provisions.
- California CMAS Terms and Conditions.
- Federal GSA Terms and Conditions (unless otherwise stipulated in the CMAS contract).
- Federal GSA products, services, and price list (unless otherwise stipulated in the CMAS contract).
- Supplements, if applicable.

It is important for the agency to confirm that the required products, services, and prices are included in the contract and are at or below contract rates. To streamline substantiation that the needed items are in the contract, the agencies should ask the contractor to identify the specific pages from the contract that include the required products, services, and prices. Agencies should save these pages for their file documentation.

CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED

When a subcontractor ultimately provides all of the products or performs all of the services that a contractor has agreed to provide, and the prime contractor only handles the invoicing of expenditures, then the prime contractor's role becomes that of a fiscal agent because it is merely administrative in nature, and does not provide a Commercially Useful Function (CUF). It is unacceptable to use fiscal agents in this manner because the agency is paying unnecessary administrative costs.

AGENCY RESPONSIBILITY

Agencies must contact contractors to obtain copies of the contracts and compare them for a best value purchasing decision.

Each agency is responsible for its own contracting program and purchasing decisions, including use of the CMAS program and associated outcomes.

This responsibility includes, but is not necessarily limited to, ensuring the necessity of the services, securing appropriate funding, complying with laws and policies, preparing the purchase order in a manner that safeguards the State's interests, obtaining required approvals, and documenting compliance with Government Code 19130.b (3) for outsourcing services.

It is the responsibility of each agency to consult as applicable with their legal staff and contracting offices for advice depending upon the scope or complexity of the purchase order.

If you do not have legal services available to you within your agency, the DGS Office of Legal Services is available to provide services on a contractual basis.

CONFLICT OF INTEREST

Agencies must evaluate the proposed purchase order to determine if there are any potential conflict of interest issues. See the attached CMAS Terms and Conditions, Conflict of Interest, for more information.

ATTACHMENT A

ADA NOTICE

Procurement Division (State Department of General Services)
AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE
POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

To meet and carry out compliance with the nondiscrimination requirements of the Americans With Disabilities Act (ADA), it is the policy of the Procurement Division (within the State Department of General Services) to make every effort to ensure that its programs, activities, and services are available to all persons, including persons with disabilities.

For persons with a disability needing a reasonable accommodation to participate in the Procurement process, or for persons having questions regarding reasonable accommodations for the Procurement process, please contact the Procurement Division at (916) 375-4400 (main office); the Procurement Division TTY/TDD (telephone device for the deaf) or California Relay Service numbers which are listed below. You may also contact directly the Procurement Division contact person who is handling this procurement.

IMPORTANT: TO ENSURE THAT WE CAN MEET YOUR NEED, IT IS BEST THAT WE RECEIVE YOUR REQUEST AT LEAST 10 WORKING DAYS BEFORE THE SCHEDULED EVENT (i.e., MEETING, CONFERENCE, WORKSHOP, etc.) OR DEADLINE DUE-DATE FOR PROCUREMENT DOCUMENTS.

The Procurement Division TTY telephone numbers are:

Sacramento Office:	(916) 376-1891
Fullerton Office:	(714) 773-2093

The California Relay Service Telephone Numbers are:

Voice	1-800-735-2922 or 1-888-877-5379
TTY:	1-800-735-2929 or 1-888-877-5378
Speech-to-Speech:	1-800-854-7784

ATTACHMENT B

CMAS QUARTERLY BUSINESS ACTIVITY REPORT

Instructions for completing the CMAS Quarterly Business Activity Report

1. Complete the top of the form with the appropriate information for your company.
2. **Agency Name** - Identify the State agency or Local Government agency that issued the order.
3. **Purchase Order Number** - Identify the purchase order number (and amendment number if applicable) on the order form. This is not your invoice number. This is the number the State agency or Local Government agency assigns to the order.
4. **Purchase Order Date** - Identify the date the purchase order was issued, as shown on the order. This is not the date you received, accepted, or invoiced the order.
5. **Agency Billing Code** - Identify the State agency billing code. This is a five-digit number identified on the upper right hand corner of the Std. 65 purchase order form. You must identify this number on all purchases made by State of California agencies. Billing codes are not applicable to Local Government agencies.
6. **Total Dollars Per PO** - Identify the total dollars of the order excluding tax and freight. Tax must NOT be included in the quarterly report, even if the agency includes tax on the purchase order. The total dollars per order should indicate the entire purchase order amount (less tax and freight) regardless of when you invoice order, perform services, deliver product, or receive payment.
7. **Agency Contact** - Identify the ordering agency's contact person on the purchase order.
8. **Agency Address** - Identify the ordering agency's address on the purchase order.
9. **Phone Number** - Identify the phone number for the ordering agency's contact person.
10. **Total State Sales & Total Local Sales** - Separately identify the total State dollars and/or Local Government agency dollars (pre-tax) for all orders placed in quarter.
11. **1% Remitted to DGS** - Identify 1% of the total Local Government agency dollars reported for the quarter. This is the amount to be remitted to DGS by contractors who are not California certified small businesses.
12. **Grand Total** - Identify the total of all State and Local Government agency dollars reported for the quarter.

Notes:

- A report is required for each CMAS contract, each quarter, even when there are no new orders for the quarter.
- Quarterly reports are due two weeks after the end of the quarter.

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)
GENERAL PROVISIONS - INFORMATION TECHNOLOGY

1. **DEFINITIONS:** Unless otherwise specified in the Statement of Work the following terms shall be given the meaning shown, unless context requires otherwise.
   a) **"Acceptance Tests"** means those tests performed during the Performance Period which are intended to determine compliance of Equipment and Software with the specifications and all other Attachments incorporated herein by reference and to determine the reliability of the Equipment.
   b) **"Application Program"** means a computer program which is intended to be executed for the purpose of performing useful work for the user of the information being processed. Application programs are developed or otherwise acquired by the user of the Hardware/Software system, but they may be supplied by the Contractor.
   c) **"Attachment"** means a mechanical, electrical, or electronic interconnection to the Contractor-supplied Machine or System of Equipment, manufactured by other than the original Equipment manufacturer, that is not connected by the Contractor.
   d) **"Business entity"** means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability company, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute.
   e) **"Buyer"** means the State's authorized contracting official.
   f) **"Commercial Hardware"** means Hardware developed or regularly used that: (i) has been sold, leased, or licensed to the general public; (ii) has been offered for sale, lease, or license to the general public; (iii) has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this Contract; or (iv) satisfies criterion expressed in (i), (ii), or (iii) above and would require only minor modifications to meet the requirements of this Contract.
   g) **"Commercial Software"** means Software developed or regularly used that: (i) has been sold, leased, or licensed to the general public; (ii) has been offered for sale, lease, or license to the general public; (iii) has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this Contract; or (iv) satisfies a criterion expressed in (i), (ii), or (iii) above and would require only minor modifications to meet the requirements of this Contract.
   h) **"Contract"** means this Contract or agreement (including any purchase order), by whatever name known or in whatever format used.
   i) **"Custom Software"** means Software that does not meet the definition of Commercial Software.
   j) **"Contractor"** means the Business Entity with whom the State enters into this Contract. Contractor shall be synonymous with "supplier", "vendor" or other similar term.
   k) **"Data Processing Subsystem"** means a complement of Contractor-furnished individual Machines, including the necessary controlling elements (or the functional equivalent), Operating Software and Software, if any, which are acquired to operate as an integrated group, and which are interconnected entirely by Contractor-supplied power and/or signal cables; e.g., direct access controller and drives, a cluster of terminals with their controller, etc.
   l) **"Data Processing System (System)"** means the total complement of Contractor-furnished Machines, including one or more central processors (or instruction processors), Operating Software which are acquired to operate as an integrated group.
   m) **"Deliverables"** means Goods, Software, Information Technology, telecommunications technology, Hardware, and other items (e.g. reports) to be delivered pursuant to this Contract, including any such items furnished incident to the provision of services.
   n) **"Designated CPU(s)"** means for each product, if applicable, the central processing unit of the computers or the server unit, including any associated peripheral units. If no specific "Designated CPU(s)" are specified on the Contract, the term shall mean any and all CPUs located at the site specified therein.
   o) **"Documentation"** means manuals and other printed materials necessary or useful to the State in its use or maintenance of the Equipment or Software provided hereunder. Manuals and other printed materials customized for the State hereunder constitute Work Product if such materials are required by the Statement of Work.
   p) **"Equipment"** is an all-inclusive term which refers either to individual Machines or to a complete Data Processing System or subsystem, including its Hardware and Operating Software (if any).
   q) **"Equipment Failure"** is a malfunction in the Equipment, excluding all external factors, which prevents the accomplishment of the Equipment's intended function(s). If microcode or Operating Software residing in the Equipment is necessary for the proper operation of the Equipment, a failure of such microcode or Operating Software which prevents the accomplishment of the Equipment's intended functions shall be deemed to be an Equipment Failure.
   r) **"Facility Readiness Date"** means the date specified in the Statement of Work by which the State must have the site prepared and available for Equipment delivery and installation.

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)
GENERAL PROVISIONS - INFORMATION TECHNOLOGY

including without limitation any department, agency, or other unit of the government of the State of California.

nn) **"System"** means the complete collection of Hardware, Software and services as described in this Contract, integrated and functioning together, and performing in accordance with this Contract.

oo) **"U.S. Intellectual Property Rights"** means intellectual property rights enforceable in the United States of America, including without limitation rights in trade secrets, copyrights, and U.S. patents.

2. **CONTRACT FORMATION:** If this Contract results from a Letter of Offer, then Contractor's offer is deemed a firm offer and this Contract document is the State's acceptance of that offer.

3. **COMPLETE INTEGRATION:** This Contract, including any documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of the Contract.

4. **SEVERABILITY:** The Contractor and the State agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.

5. **INDEPENDENT CONTRACTOR:** Contractor and the agents and employees of Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.

6. **APPLICABLE LAW:** This Contract shall be governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this Contract shall be in Sacramento County, Sacramento, California. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.

7. **COMPLIANCE WITH STATUTES AND REGULATIONS:**
   a) The State and the Contractor warrants and certifies that in the performance of this Contract, it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of California. The Contractor agrees to indemnify the State against any loss, cost, damage or liability by reason of the Contractor's violation of this provision.
   b) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
   c) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.
   d) If this Contract is in excess of $554,000, it is subject to the requirements of the World Trade Organization (WTO) Government Procurement Agreement (GPA).
   e) To the extent that this Contract falls within the scope of Government Code Section 11135, Contractor hereby agrees to respond to and resolve any complaint brought to its attention, regarding accessibility of its products or services.

8. **CONTRACTOR'S POWER AND AUTHORITY:** The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the State harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the State under this Contract.
   a) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
   b) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)
GENERAL PROVISIONS - INFORMATION TECHNOLOGY

14. **DELIVERY:** The Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If the Contractor delivers in excess of the quantities specified herein, the State shall not be required to make any payment for the excess Deliverables, and may return them to Contractor at Contractor's expense or utilize any other rights available to the State at law or in equity.

15. **SUBSTITUTIONS:** Substitution of Deliverables may not be tendered without advance written consent of the Buyer. Contractor shall not use any specification in lieu of those contained in the Contract without written consent of the Buyer.

16. **INSPECTION, ACCEPTANCE AND REJECTION:** Unless otherwise specified in the Statement of Work:
    a) When acquiring Commercial Hardware or Commercial Software, the State shall rely on Contractor's existing quality assurance system as a substitute for State inspection and testing. For all other acquisitions, Contractor and its subcontractors will provide and maintain a quality assurance system acceptable to the State covering Deliverables and services under this Contract and will tender to the State only those Deliverables that have been inspected and found to conform to this Contract's requirements. The Contractor will keep records evidencing inspections and their result, and will make these records available to the State during Contract performance and for three years after final payment. The Contractor shall permit the State to review procedures, practices, processes, and related documents to determine the acceptability of Contractor's quality assurance System or other similar business practices related to performance of the Contract.
    b) All Deliverables may be subject to inspection and test by the State or its authorized representatives.
    c) The Contractor and its subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the State. The Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.
    d) Subject to subsection 16 (e) above, all Deliverables may be subject to final inspection, test and acceptance by the State at destination, notwithstanding any payment or inspection at source.
    e) The State shall give written notice of rejection of Deliverables delivered or services performed hereunder within a reasonable time after receipt of such Deliverables or performance of such services. Such notice of rejection will state the respects in which the Deliverables do not substantially conform to their specifications. If the State does not provide such notice of rejection within fifteen (15) days of delivery for purchases of Commercial Hardware or Commercial Software or thirty (30) days of delivery for all other purchases, such Deliverables and services will be deemed to have been accepted. Acceptance by the State will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that the State might have at law or by express reservation in this Contract with respect to any nonconformity.

17. **SAMPLES:**
    a) Samples of items may be required by the State for inspection and specification testing and must be furnished free of expense to the State. The samples furnished must be identical in all respects to the products offered and/or specified in the Contract.
    b) Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at Contractor's expense.

18. **CMAS – WARRANTY:** The following warranty language is in addition to the warranty language provided in the federal GSA Multiple Award Schedule or other base Contract used to establish this CMAS Contract. When there is a conflict between the language, the following warranty language overrides.
    a) Unless otherwise specified in the Statement of Work, the warranties in this subsection a) begin upon delivery of the goods or services in question and end one (1) year thereafter. The Contractor warrants that (i) Deliverables and services furnished hereunder will substantially conform to the requirements of this Contract (including without limitation all descriptions, specifications, and drawings identified in the Statement of Work), and (ii) the Deliverables will be free from material defects in materials and workmanship. Where the parties have agreed to design specifications (such as a Detailed Design Document) and incorporated the same or equivalent in the Statement of Work directly or by reference, the Contractor will warrant that its Deliverables provide all material functionality required thereby. In addition to the other warranties set forth herein, where the Contract calls for delivery of Commercial Software, the Contractor warrants that such Software will perform in accordance with its license and accompanying Documentation. The State's approval of designs or specifications furnished by Contractor shall not relieve the Contractor of its obligations under this warranty.
    b) The Contractor warrants that Deliverables furnished hereunder (i) will be free, at the time of delivery, of

TRANSPORTATION TO CONTRACTOR'S NEAREST FACILITY AND FOR REIMBURSEMENT TO THE CONTRACTOR FOR EXPENSES INCURRED FOR THEIR ASSISTANCE IN SUCH PACKING AND CRATING.

22. TERMINATION FOR THE CONVENIENCE OF THE STATE:
   a) The State may terminate performance of work under this Contract for its convenience in whole or, from time to time, in part, if the Department of General Services, Deputy Director Procurement Division, or designee, determines that a termination is in the State's interest. The Department of General Services, Deputy Director, Procurement Division, or designee, shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof.
   b) After receipt of a Notice of Termination, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:
      (i) Stop work as specified in the Notice of Termination.
      (ii) Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continuing portion of the Contract.
      (iii) Terminate all subcontracts to the extent they relate to the work terminated.
      (iv) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts;
   c) After termination, the Contractor shall submit a final termination settlement proposal to the State in the form and with the information prescribed by the State. The Contractor shall submit the proposal promptly, but no later than 90 days after the effective date of termination, unless a different time is provided in the Statement of Work or in the Notice of Termination.
   d) The Contractor and the State may agree upon the whole or any part of the amount to be paid as requested under subsection (c) above.
   e) Unless otherwise set forth in the Statement of Work, if the Contractor and the State fail to agree on the amount to be paid because of the termination for convenience, the State will pay the Contractor the following amounts; provided that in no event will total payments exceed the amount payable to the Contractor if the Contract had been fully performed:
      (i) The Contract price for Deliverables or services accepted or retained by the State and not previously paid for, adjusted for any savings on freight and other charges; and
      (ii) The total of:
         A) The reasonable costs incurred in the performance of the work terminated, including initial costs and preparatory expenses allocable thereto, but excluding any cost attributable to Deliverables or services paid or to be paid;
         B) The reasonable cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Contract; and
         C) Reasonable storage, transportation, demobilization, unamortized overhead and capital costs, and other costs reasonably incurred by the Contractor in winding down and terminating its work.
   f) The Contractor will use generally accepted accounting principles, or accounting principles otherwise agreed to in writing by the parties, and sound business practices in determining all costs claimed, agreed to, or determined under this clause.

23. TERMINATION FOR DEFAULT:
   a) The State may, subject to the clause titled "Force Majeure" and to sub-section d) below, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:
      i) Deliver the Deliverables or perform the services within the time specified in the Contract or any amendment thereto;
      ii) Make progress, so that the lack of progress endangers performance of this Contract; or
      iii) Perform any of the other provisions of this Contract.
   b) The State's right to terminate this Contract under sub-section a) above, may be exercised only if the failure constitutes a material breach of this Contract and if the Contractor does not cure such failure within the time frame stated in the State's cure notice, which in no event will be less than fifteen (15) days, unless the Statement of Work calls for a different period.
   c) If the State terminates this Contract in whole or in part pursuant to this Section, it may acquire, under terms and in the manner the Buyer considers appropriate, Deliverables or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those Deliverables and services, including without limitation costs third party vendors charge for Manufacturing Materials (but subject to the clause entitled "Limitation of Liability"). However, the Contractor shall continue the work not terminated.
   d) If the Contract is terminated for default, the State may require the Contractor to transfer title, or in the case of licensed Software, license, and deliver to the State, as directed by the Buyer, any:

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)
GENERAL PROVISIONS - INFORMATION TECHNOLOGY

Contractor's negligence or willful misconduct; or (iv) to costs or attorney's fees that the State becomes entitled to recover as a prevailing party in any action.

c) The State's liability for damages for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the Purchase Price, as that term is defined in subsection a) above. Nothing herein shall be construed to waive or limit the State's sovereign immunity or any other immunity from suit provided by law.

d) In no event will either the Contractor or the State be liable for consequential, incidental, indirect, special, or punitive damages, even if notification has been given as to the possibility of such damages, except (i) to the extent that Contractor's liability for such damages is specifically set forth in the Statement of Work or (ii) to the extent that Contractor's liability for such damages arises out of sub-section b)(i), b)(ii), or b)(iv) above.

27. CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:

a) The Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the State, employees of the State, persons designated by the State for training, or any other person(s) other than agents or employees of the Contractor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Deliverables either at the Contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor.

b) The Contractor shall not be liable for damages arising out of or caused by an alteration or an Attachment not made or installed by the Contractor, or for damage to alterations or Attachments that may result from the normal operation and maintenance of the Deliverables provided by the Contractor during the Contract.

28. INDEMNIFICATION: The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses due to the injury or death of any individual, or the loss or damage to any real or tangible personal property, resulting from the willful misconduct or negligent acts or omissions of the Contractor or any of its affiliates, agents, subcontractors, employees, suppliers, or laborers furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract. Such defense and payment will be conditional upon the following:

a) The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and

b) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

29. INVOICES: Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted in triplicate and shall include the Contract number; release order number (if applicable); item number, unit price, extended item price and invoice total amount. State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

30. REQUIRED PAYMENT DATE: Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of Deliverables or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

31. TAXES: Unless otherwise required by law, the State of California is exempt from Federal excise taxes. The State will only pay for any State or local sales or use taxes on the services rendered or Goods supplied to the State pursuant to this Contract.

32. NEWLY MANUFACTURED GOODS: All Goods furnished under this Contract shall be newly manufactured Goods or certified as new and warranted as new by the manufacturer; used or reconditioned Goods are prohibited, unless otherwise specified.

33. CONTRACT MODIFICATION: No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.

34. CONFIDENTIALITY OF DATA: All financial, statistical, personal, technical and other data and information relating to

competitive, irrespective of their similarity to materials which might be delivered to the State pursuant to this Contract.

38. SOFTWARE LICENSE: Unless otherwise specified in the Statement of Work, the Contractor hereby grants to the State and the State accepts from the Contractor, subject to the terms and conditions of this Contract, a perpetual, irrevocable, royalty-free, non-exclusive, license to use the Software Products in this Contract (hereinafter referred to as "Software Products").
    a) The State may use the Software Products in the conduct of its own business, and any division thereof
    b) The license granted above authorized the State to use the Software Products in machine-readable form on the Computer System located at the site(s) specified in the Statement of Work. Said Computer System and its associated units (collectively referred to as CPU) are as designated in the Statement of Work. If the designated CPU is inoperative due to malfunction, the license herein granted shall be temporarily extended to authorize the State to use the Software Products, in machined-readable form, on any other State CPU until the designated CPU is returned to operation.
    c) By prior written notice, the State may redesignate the CPU in which the Software Products are to be used provided that the redesignated CPU is substantially similar in size and scale at no additional cost. The redesignation shall not be limited to the original site and will be effective upon the date specified in the notice of redesignation.
    d) Acceptance of Commercial Software (including third party Software) and Custom Software will be governed by the terms and conditions of this Contract.

39. PROTECTION OF PROPRIETARY SOFTWARE AND OTHER PROPRIETARY DATA: The State agrees that all material appropriately marked or identified in writing as proprietary, and furnished hereunder are provided for State's exclusive use for the purposes of this Contract only. All such proprietary data shall remain the property of the Contractor. The State agrees to take all reasonable steps to insure that such proprietary data are not disclosed to others, without prior written consent of the Contractor, subject to the California Public Records Act. The State will insure, prior to disposing of any media, that any licensed materials contained thereon have been erased or otherwise destroyed. The State agrees that it will take appropriate action by instruction, agreement or otherwise with its employees or other persons permitted access to licensed software and other proprietary data to satisfy its obligations under this Contract with respect to use, copying, modification, protection and security of proprietary software and other proprietary data.

40. RIGHT TO COPY OR MODIFY:
    a) Any Software Product provided by the Contractor in machine-readable form may be copied, in whole or in part, in printed or machine-readable form for use by the State with the designated CPU, to perform one-time benchmark tests, for archival or emergency restart purposes, to replace a worn copy, to understand the contents of such machine-readable material, or to modify the Software Product as provided below; provided, however, that no more than the number of printed copies and machine-readable copies as specified in the Statement of Work will be in existence under this Contract at any time without prior consent of the Contractor. Such consent shall not be unreasonably withheld by the Contractor. The original, and any copies of the Software Product, in whole or in part, which are made hereunder shall be the property of the Contractor.
    b) The State may modify any non-personal computer Software Product, in machine-readable form, for its own use and merge it into other program material. Any portion of the Software Product included in any merged program material shall be used only on the designated CPUs and shall be subject to the terms and conditions of the Contract.

41. FUTURE RELEASES: Unless otherwise specifically provided in the Contract, or the Statement of Work, if improved versions, e.g., patches, bug fixes, updates or releases, of any Software Product are developed by the contractor, and are made available to other licensees, they will be made available to the State at no additional cost only if such are made available to other licensees at no additional cost. If the Contractor offers new versions or upgrades to the Software Product, they shall be made available to the State at the State's option at a price not greater than the Contract price plus a price increase proportionate to the increase from the list price of the original version to that of the new version, if any. If the Software Product has no list price, such price increase will be proportionate to the increase in average price from the original to the new version, if any, as estimated by the Contractor in good faith.

42. ENCRYPTION/CPU ID AUTHORIZATION CODES:
    a) When Encryption/CPU Identification (ID) authorization codes are required to operate the Software Products, the Contractor will provide all codes to the State with delivery of the Software.
    b) In case of an inoperative CPI, the Contractor will provide a temporary encryption/CPU ID authorization code to the State for use on a temporarily authorized CPU until the designated CPU is returned to operation.
    c) When changes in designated CPUs occur, the State will notify the Contractor via telephone and/or facsimile/e-mail of such change. Upon receipt of such notice, the Contractor will issue via telephone and/or facsimile/e-

reflects the Contract adjustment for which Contractor believes the State is liable. The contracting Department Director or designee shall have 30 days after receipt of Contractor's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of contractor's demand, it shall be deemed a decision adverse to the Contractor's contention. If the Contractor is not satisfied with the decision of the Department Director or designee, the Contractor may appeal the decision, in writing, within 15 days of its issuance (or the expiration of the 30 day period in the event no decision is rendered by the contracting department), to the Department of General Services, Deputy Director, Procurement Division, who shall have 45 days to render a final decision. If the Contractor does not appeal the decision of the contracting Department Director or designee, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Contractor's administrative remedies.

b) Pending the final resolution of any dispute arising under, related to or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of Goods or providing of services in accordance with the State's instructions regarding this Contract. Contractor's failure to diligently proceed in accordance with the State's instructions regarding this Contract shall be considered a material breach of this Contract.

c) Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Deputy Director, Procurement Division if an appeal was made. If the Deputy Director, Procurement Division fails to render a final decision within 45 days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

d) For disputes involving purchases made by the Department of General Services, Procurement Division, the Contractor shall submit to the Department Director or designee a written demand for a final decision, which shall be fully supported in the manner described in the subsection a above. The Department Director or designee shall have 30 days to render a final decision. If a final decision is not rendered within 30 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contention. The final decision shall be conclusive and binding regarding the dispute unless the Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later. The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

45. STOP WORK:

a) The State may, at any time, by written Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period up to 45 days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of 45 days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:
   (i) Cancel the Stop Work Order; or
   (ii) Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of this Contract.

b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:
   (i) The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Contract; and
   (ii) The Contractor asserts its right to an equitable adjustment within 60 days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.

c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for the Convenience of the State, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.

harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. The Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. The Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

b) The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

51. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: The Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, PCC Section 10296.

52. ASSIGNMENT OF ANTITRUST ACTIONS: Pursuant to Government Code Sections 4552, 4553, and 4554, the following provisions are incorporated herein:

a) In submitting an offer to the State, the supplier offers and agrees that if the offer is accepted, it will assign to the State all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of Goods, material or other items, or services by the supplier for sale to the State pursuant to the solicitation. Such assignment shall be made and become effective at the time the State tenders final payment to the supplier.

b) If the State receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the State any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the State as part of the offer price, less the expenses incurred in obtaining that portion of the recovery.

c) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and

(i) the assignee has not been injured thereby, or

(ii) the assignee declines to file a court action for the cause of action.

53. DRUG-FREE WORKPLACE CERTIFICATION: The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

b) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:

(i) the dangers of drug abuse in the workplace;

(ii) the person's or organization's policy of maintaining a drug-free workplace;

(iii) any available counseling, rehabilitation and employee assistance programs; and,

(iv) penalties that may be imposed upon employees for drug abuse violations.

c) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting Contract:

(i) will receive a copy of the company's drug-free policy statement; and,

(ii) will agree to abide by the terms of the company's statement as a condition of employment on the Contract.

54. FOUR-DIGIT DATE COMPLIANCE: Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date Compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)
GENERAL PROVISIONS - INFORMATION TECHNOLOGY

awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b) If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

64. LOSS LEADER: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 12104.5(b).).

ADDITIONAL CMAS TERMS AND CONDITIONS

65. CMAS – CONTRACTOR'S LICENSE REQUIREMENTS: Contracts that include installation or the wording "Furnish and Install" require at the time of Contract award that Contractors possess a valid California State Contractor's License. If sub-Contractors are used, they must also possess a valid California State Contractor's License. All businesses which construct or alter any building, highway, road, parking facility, railroad, excavation, or other structure in California must be licensed by the California State License Board (CSLB) if the total cost (labor and materials) of the project is $500.00 or more. Failure to be licensed or to keep the license current and in good standing shall be grounds for Contract revocation.

66. CMAS – PUBLIC WORKS REQUIREMENTS (LABOR/INSTALLATION):

a) Prior to the commencement of performance, the Contractor must obtain and provide to the State, a payment bond, on Standard Form 807, when the Contract involves a public works expenditure (labor/installation costs) in excess of $5,000. Such bond shall be in a sum not less than one hundred percent (100%) of the Contract price.

b) In accordance with the provisions of Section 1773 of the California Labor Code, the Contractor shall, conform and stipulates to the general prevailing rate of wages, including employer benefits as defined in Section 1773.1 of the California Labor Code, applicable to the classes of labor to be used for public works such as at the delivery site for the assembly and installation of the equipment or materials under the purchase order. Pursuant to Section 1770 of the California Labor Code, the Department of Industrial Relations has ascertained the general prevailing rate of wages in the county in which the work is to be done, to be as listed in the booklet entitled General Prevailing Wage Rates. The booklet is compiled monthly and copies of the same are available from the Department of Industrial Relations, Prevailing Wage Unit at www.dir.ca.gov (select Statistics & Research) or (415) 703-4774. The booklet is required to be posted at the job site.

c) The Contractor hereby certifies by signing this Contract that:

i) Contractor has met or will comply with the standards of affirmative compliance with the Non-Discrimination Clause Requirements included herein;

ii) Contractor is aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor will comply with such provisions before commencing the performance of the work of the purchase order.

d) Laws to be Observed

i) Labor

Pursuant to Section 1775 of the California Labor Code the Contractor shall, as a penalty to the State or Political subdivision on whose behalf the purchase order is made or awarded, forfeit not more than fifty ($50.00) for each calendar day, or portions thereof, for each worker paid by him or subcontractor under him, less than the prevailing wage so stipulated; and in addition, the Contractor further agrees to pay to each workman the difference between the actual amount paid for each calendar day, or portions thereof, and the stipulated prevailing wage rate for the same. This provision shall not apply to properly indentured apprentices.

Pursuant to Sections 1810-1815 of the California Labor Code, inclusive, it is further agreed that the maximum hours a worker is to be employed is limited to eight hours a day and forty hours a week and the Contractor shall forfeit, as a penalty to the State, twenty-five ($25) for each worker employed in the execution of the purchase order for each calendar day during which a workman is required or permitted to labor more than eight hours in any calendar day or more than forty hours in any calendar week, in

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)
GENERAL PROVISIONS - INFORMATION TECHNOLOGY

employee may enter into a Contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Contract while employed in any capacity by any State agency.

ii) For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a Contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed Contract within the twelve-month period prior to his or her leaving State service.

72. CMAS -- SUBCONTRACTING REQUIREMENTS:
Any subcontractor that the CMAS supplier chooses to use in fulfilling the requirements of this Contract (order), and which is expected to receive more than ten (10) percent of value of the Contract/purchase order, must also meet all Contractual, administrative, and technical requirements of the Contract (order), as applicable.

73. CMAS -- RENTAL AGREEMENTS:

The State does not agree to:

- Indemnify a Contractor;
- Assume responsibility for matters beyond its control;
- Agree to make payments in advance;
- Accept any other provision creating a contingent liability against the State; or
- Agree to obtain insurance to protect the Contractor.

The State's responsibility for repairs and liability for damage or loss is restricted to that made necessary by or resulting from the negligent act or omission of the State or its officers, employees, or agents.

If the Contractor maintains the equipment, the Contractor must keep the equipment in good working order and make all necessary repairs and adjustments without qualification. The State may terminate for default or cease paying rent should the Contractor fail to maintain the equipment properly.

Personal property taxes are not generally reimbursed when leasing equipment (SAM 8736).

74. CMAS -- LEASE (Lease $Mart ™): If an agency desires to lease through Lease $Mart ™, the Contractor agrees to sell to lessor the assets at the same price as they agree to sell to the State.

75. CMAS -- PROGRESS PAYMENTS & RISK ASSESSMENT: In accordance with PCC 12112 agencies are required to withhold not less than 10 percent of the Contract price until final delivery and acceptance of the Goods or services, for any Contract that provides for progress payments in a Contract for IT Goods or services to be manufactured or performed by a Contractor especially for the State and not suitable for sale to others in the ordinary course of the Contractor's business.

Interim Risk Assessment guidelines and financial protection measures are detailed in PCC 12112 for agencies to use to determine their applicability to agency projects.

76. CMAS -- QUARTERLY REPORTS: Contractors are required to submit quarterly business activity reports, as specified in this Contract, even when there is no activity. A separate report is required for each Contract, as differentiated by alpha suffix.

77. CMAS -- CONTRACTOR EVALUATION: In accordance with PCC 10367 and 10369, performance of the Contractor under orders issued against this Contract will be evaluated. The ordering agency shall complete a written evaluation, and if the Contractor did not satisfactorily perform the work specified, a copy of the evaluation will be sent to the DGS, Office of Legal Services.

3) Network compromise, network intrusion, hacks, introduction of viruses, disabling devices, malware and other forms of attack that can disrupt access to Contractor's server, to the extent such attack would have been prevented by Contractor taking reasonable industry standard precautions;
4) Power outages or other telecommunications or Internet failures, to the extent such outages were within Contractor's direct or express control.

c) If Data monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), for three (3) or more months in a rolling twelve-month period, the State may terminate the contract for material breach in accordance with the Termination for Default provision in the General Provisions – Information Technology.

4. SaaS and DATA SECURITY:

a) In addition to the Compliance with Statutes and Regulations provision set forth in the General Provisions – Information Technology, Contractor shall certify to the State:
1) The sufficiency of its security standards, tools, technologies and procedures in providing SaaS under this Contract;
2) Compliance with the following:
I. The California Information Practices Act (Civil Code Sections 1798 et seq.);
II. Security provisions of the California State Administrative Manual (Chapters 5100 and 5300) and the California Statewide Information Management Manual (Sections 58C, 58D, 66B, 5305A, 5310A and B, 5325A and B, 5330A, B and C, 5340A, B and C, 5360B);
III. Undergo an annual Statement on Standards for Attestation Engagements (SSAE) No. 16 Service Organization Control (SOC) 2 Type II audit. Audit results and Contractor's plan to correct any negative findings shall be made available to the State upon request; and
IV. Privacy provisions of the Federal Privacy Act of 1974;
3) Compliance with applicable industry standards and guidelines, including but not limited to relevant security provisions of the Payment Card Industry (PCI) Data Security Standard (PCIDSS) including the PCIDSS Cloud Computing Guidelines.

b) Contractor shall implement and maintain all appropriate administrative, physical, technical and procedural safeguards in accordance with section a) above at all times during the term of this Contract to secure such Data from Data Breach, protect the Data and the SaaS from hacks, introduction of viruses, disabling devices, malware and other forms of malicious or inadvertent acts that can disrupt the State's access to its Data.

c) Contractor shall allow the State reasonable access to SaaS security logs, latency statistics, and other related SaaS security data that affect this Contract and the State's Data, at no cost to the State.

d) Contractor assumes responsibility for the security and confidentiality of the Data under its control.

e) No Data shall be copied, modified, destroyed or deleted by Contractor other than for normal operation or maintenance of SaaS during the Contract period without prior written notice to and written approval by the State.

f) Remote access to Data from outside the continental United States, including remote access to Data by authorized SaaS support staff in identified support centers, is prohibited unless approved in advance by the State Chief Information Security Officer.

5) ENCRYPTION: Confidential, sensitive or personal information shall be encrypted in accordance with California State Administrative Manual 5350.1 and California Statewide Information Management Manual 5305-A.

6) DATA LOCATION: Unless otherwise stated in the Statement of Work and approved in advance by the State Chief Information Security Officer, the physical location of Contractor's data center where the Data is stored shall be within the continental United States.

7) RIGHTS TO DATA: The parties agree that as between them, all rights, including all intellectual property rights, in and to Data shall remain the exclusive property of the State, and Contractor has a limited, non-exclusive license to access and use the Data as provided to Contractor solely for performing its obligations under the Contract. Nothing herein shall be construed to confer any license or right to the Data, including user tracking and exception Data within the system, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third party. Unauthorized use of Data by Contractor or third parties is prohibited. For the purposes of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security or service delivery analysis that is not explicitly authorized.

b) Contractor shall restore continuity of SaaS, restore Data in accordance with the RPO and RTO as set forth in the SLA, restore accessibility of Data, and repair SaaS as needed to meet the performance requirements stated in the SLA. Failure to do so may result in the State exercising its options for assessing damages or other remedies under this Contract.

c) Contractor shall conduct an investigation of the disaster or catastrophic failure and shall share the report of the investigation with the State. The State and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Contractor shall cooperate fully with the State, its agents and law enforcement.

11) EXAMINATION AND AUDIT: In addition to the Examination and Audit provision set forth in the General Provisions - Information Technology, unless otherwise stated in the Statement of Work:

a) Upon advance written request, Contractor agrees that the State or its designated representative shall have access to Contractor's SaaS, operational documentation, records and databases, including online inspections, that relate to the SaaS purchased by the State.

b) The online inspection shall allow the State, its authorized agents, or a mutually acceptable third party to test that controls are in place and working as intended. Tests may include, but not be limited to, the following:
   1) Operating system/network vulnerability scans,
   2) Web application vulnerability scans,
   3) Database application vulnerability scans, and
   4) Any other scans to be performed by the State or representatives on behalf of the State.

c) After any significant Data loss or Data Breach or as a result of any disaster or catastrophic failure, Contractor will at its expense have an independent, industry-recognized, State-approved third party perform an information security audit. The audit results shall be shared with the State within seven (7) days of Contractor's receipt of such results. Upon Contractor receiving the results of the audit, Contractor will provide the State with written evidence of planned remediation within thirty (30) days and promptly modify its security measures in order to meet its obligations under this Contract.

12) DISCOVERY: Contractor shall promptly notify the State upon receipt of any requests which in any way might reasonably require access to the Data of the State or the State's use of the SaaS. Contractor shall notify the State by the fastest means available and also in writing, with additional notification provided to the Chief Information Security Officer or designee of the contracting agency, unless prohibited by law from providing such notification. Contractor shall provide such notification within forty-eight (48) hours after Contractor receives the request. Contractor shall not respond to subpoenas, service of process, Public Records Act requests, and other legal requests directed at Contractor regarding this Contract without first notifying the State unless prohibited by law from providing such notification. Contractor agrees to provide its intended responses to the State with adequate time for the State to review, revise and, if necessary, seek a protective order in a court of competent jurisdiction. Contractor shall not respond to legal requests directed at the State unless authorized in writing to do so by the State.

Washington Colony ESD
REGULAR BOARD MEETING February 12, 2019
Tuesday, February 12, 2019
Open Session: 6:30 PM | Closed Session:
Washington Colony Elementary School District
VI.A.7 School Safety Plan

Type:
Action

Quick Summary/Abstract:
Adopt the 2018-19 Washington Colony Comprehensive School Safety Plan.

Attachments:
1. School Safety Plan
2. School Safety Plan

WCESD BOARD OF TRUSTEES

ITEM NO. VI.A.7
DATE: February 12, 2019

SUBJECT TITLE: 2018-2019 Comprehensive School Safety Plan

Action ___√___ Discussion _____ Information _____

RECOMMENDATION:

Approve the 2018-2019 Comprehensive School Safety Plan.

BACKGROUND:

The California Education Code (sections 32280-32288) outlines the requirements of all schools operating any kindergarten and any grades 1-12, inclusive, to write and develop a school safety plan relevant to the needs of that particular school.

The comprehensive safety plan requirement was enacted in 1997 and remains in effect due to legislation in 1999. Districts are required to review and update the Plan by March 1st of each year. The vision of this requirement is to ensure that districts maintain a safe school environment that is critical to success and is everyone's responsibility. A copy of the plan will be made available to the staff and public in the Washington Colony Elementary School office. In 2004, the Legislature and Governor recast and renumbered the Comprehensive School Safety Plan provisions in SB 719 and AB 115. It is the intent of the Legislature in enacting the provisions to support California Public Schools as they develop their mandated comprehensive safety school plans that are the result of a systematic planning process, that include strategies aimed at the prevention of, and education about, potential incidents involving crime and violence on school campuses.

CONSIDERATION:

The Board will consider the annual approval of the 2018-19 Comprehensive School Safety Plan.

Moved by Second

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

Comprehensive School Safety Plan
SB 187 Compliance Document

2018/2019
School Year

School: Washington Colony Elementary School

CDS Code: 10625136007405

District: Washington Colony Elementary School District

Address: 130 East Lincoln Ave.
Fresno, CA 93706-6043

Date of Adoption: February 12th, 2019

Approved by:

Name	Title	Signature	Date
Gary Chavez	Board President		
Pete Mathew	Board Clerk		
James Dack	Board Member		
Stephanie Martinez-Morris	Board Member		
Rene Mendoza	Board Member		

Table of Contents

Senate Bill 187: Comprehensive School Safety Plan Purpose 4

Safety Plan Vision 4

Components of the Comprehensive School Safety Plan (EC 32281) 5

(A) Child Abuse Reporting Procedures (EC 35294.2 [a] [2]; PC 11166) 5

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100) 6

(C) School Suspension, Expulsion and Mandatory Expulsion Guidelines 6

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079) 6

(E) Sexual Harassment Policies (EC 212.6 [b]) 6

(F) School-wide Dress Code Relating to Gang-Related Apparel (EC 35183) 6

(G) Procedure for Safe Ingress and Egress of Pupils, Parents, and Staff to and from School (EC 35294.2) 6

(H) A Safe and Orderly School Environment Conducive to Learning (EC 35294.2) 6

(I) School Discipline Rules and Consequences (EC 35291 and EC 35291.5) 10

(J) Hate Crime Reporting Procedures and Policies 13

Safety Plan Review, Evaluation and Amendment Procedures 14

Safety Plan Appendices 15

Emergency Contact Numbers 16

Safety Plan Review, Evaluation and Amendment Procedures 17

Washington Colony Elementary School Incident Command System 18

Incident Command Team Responsibilities 19

Emergency Response Guidelines 20

Step One: Identify the Type of Emergency 20

Step Two: Identify the Level of Emergency 20

Step Three: Determine the Immediate Response Action 20

Step Four: Communicate the Appropriate Response Action 20

Types of Emergencies & Specific Procedures 21

Aircraft Crash 21

Animal Disturbance 21

Armed Assault on Campus 22

Biological or Chemical Release....24
Bomb Threat/ Threat Of violence....26
Bus Disaster....31
Disorderly Conduct....32
Earthquake....33
Explosion or Risk Of Explosion....33
Fire in Surrounding Area....35
Fire on School Grounds....36
Flooding....36
Loss or Failure Of Utilities....38
Motor Vehicle Crash....41
Psychological Trauma....41
Suspected Contamination of Food or Water....42
Unlawful Demonstration or Walkout....42
Emergency Evacuation Map....43

Senate Bill 187: Comprehensive School Safety Plan Purpose

The California Education Code (sections 32280-32288) outlines the requirements of all schools operating any kindergarten and any grades 1 to 12, inclusive, to write and develop a school safety plan relevant to the needs and resources of that particular school.

In 2004, the Legislature and Governor recast and renumbered the Comprehensive School Safety Plan provisions in SB 719 and AB 115. It is the intent ofthe Legislature in enacting the provisions to support California public schools as they develop their mandated comprehensive safety plans that are the result of a systematic planning process, that include strategies aimed at the prevention of, and education about, potential incidents involving crime and violence on school campuses.

The historical requirement of the Comprehensive School Safety Plan was presented in Senate Bill 187, which was approved by the Governor and chaptered in 1997. This legislation contained a sunset clause that stated that this legislation would remain in effect only until January I, 2000. Senate Bill 334 was approved and chaptered in 1999 and perpetuated this legislation under the requirement of the initial legislation.

Comprehensive School Safety Plans are required under SB 719 & AB 115 and contains the following elements:

Assessment of school crime committed on school campuses and at school-related functions

- Child abuse reporting procedures
- Disaster procedures
- Suspension and expulsion policies
- Procedures to notify teachers of dangerous pupils
- Discrimination and harassment policies
- School wide dress code policies
- Procedures for safe ingress and egress
- Policies enacted to maintain a safe and orderly environment
- Rules and procedures on school discipline
- Hate crime reporting procedures

The Comprehensive School Safety Plan will be reviewed and updated by March 1st every year. In July of every year, the school will report on the status of its school safety plan including a description of its key elements in the annual school accountability report card.

A copy of the Comprehensive School Safety Plan is available for review at Washington Colony Elementary School's office.

Safety Plan Vision

Washington Colony Elementary School District is committed to provide a safe learning environment that supports academic achievement. School safety requires collaboration between the neighboring schools, emergency response agencies, parents and the community. Students and staff will have a safe and secure campus where they are free from physical and psychological harm. The principal and staff are committed to maximizing school safety and to creating a positive learning environment that teaches strategies for violence prevention and emphasizes high expectations for student conduct, responsible behavior, and respect for others.

Components of the Comprehensive School Safety Plan (EC 32281)

Washington Colony Elementary School Safety Committee
Jesus Cruz, Evelyn Diaz, Becky Mitchell, Katlin Kaundart and Jeff Dronyk

Assessment of School Safety
1. Regular review and assessment of the current safety needs will be conducted regularly.

Strategies and Programs to Provide and Maintain a High Level of Safety (EC 32281(a)1, items A-J)
2. Appropriate strategies and programs that will provide or maintain a high level of school safety and address the school's procedures for complying with existing laws related to school safety, which shall include the development of all of the following:
a. Child abuse reporting procedures consistent with Penal Code 11164
b. Routine and emergency disaster procedures
c. Policies pursuant to Education Code 48915(c) and other school-designated serious acts which would lead to suspension, expulsion or mandatory expulsion recommendations
d. Procedures to notify teachers of dangerous students pursuant to Education Code 49079
e. A discrimination and harassment policy consistent with the prohibition against discrimination pursuant to Education Code 200-262.4
f. If the school has adopted a dress code prohibiting students from wearing "gang-related apparel," the provisions of that dress code and the definition of "gang-related apparel"
g. Procedures for safe ingress and egress of students, parents/guardians and employees to and from school
h. A safe and orderly environment conducive to learning at the school
i. The rules and procedures on school discipline adopted pursuant to Education Code 35291 and 35291.5
j. Procedures for reporting school crimes, including hate crimes, on the California Safe Schools Assessment
k. Suicide Prevention Plan and Emergency Phone Tree.

(A) Child Abuse Reporting Procedures (EC 35294.2 [a] [2]; PC 11166)
All district employees and teacher candidates must be trained annually in child abuse identification, prevention, and reporting procedures, along with identification, prevention and reporting of staff-to-student sexual conduct. District guidelines for this training: All district employees must complete all the mandatory training's to include the Child Abuse Prevention , substitutes and new hires must complete the mandatory training's . Mandated reporters include, but are not limited to, teachers; instructional aides; teacher's aides or assistants; classified employees;certificated student personnel employees; administrative officers; athletic coaches,administrators, and directors; administrators and Head Start teachers; district police licensed nurses or health care providers; and administrators, presenters, (Penal Code 11165.7).
1. Initial Telephone Report
Immediately or as soon as practicable after knowing or observing suspected child abuse or neglect, a mandated reporter shall make an initial report by telephone to any police department, sheriff's. (Penal Code 11165.9, 11166)
When the initial telephone report is made, the mandated reporter shall note the name of the official contacted, the date and time contacted, and any instructions or advice received.
2. Written Report
Within 36 hours of knowing or observing the information concerning the incident, the mandated reporter shall then prepare and either send, fax, or electronically submit to the appropriate agency a written follow-up report, which includes a completed Department of Justice form (SS 8572). (Penal Code 11166, 11168)

Reports of suspected child abuse or neglect shall include, if known: (Penal Code 11167)
a. The name, business address, and telephone number of the person making the report and the capacity that makes the person a mandated reporter
b. The child's name and address, present location, and, where applicable, school, grade, and class
c. The names, addresses, and telephone numbers of the child's parents/guardians
d. The name, address, telephone number, and other relevant personal information about the person who might have abused or neglected the child
e. The information that gave rise to the reasonable suspicion of child abuse or neglect and the source(s) of that information

The mandated reporter shall make a report even if some of this information is not known or is uncertain to him/her. (Penal Code 11167)
The mandated reporter may give to an investigator from an agency investigating the case, including a licensing agency, any information relevant to an incident of child abuse or neglect or to a report made for serious emotional damage pursuant to Penal Code 11166.05. (Penal Code 11167)
3. Internal Reporting
The mandated reporter shall not be required to disclose his/her identity to his/her supervisor, the principal, or the Superintendent or designee. (Penal Code 11166). Reporting child abuse or neglect to an appropriate agency are encouraged,

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

Disaster Plan (See Appendix C-F)
Board Policy 3526
Located in the District Office

Public Agency Use ofSchool Buildings for Emergency Shelters
Washington Colony School is available to governmental agencies such as law enforcement and fire as directed and needed.

(C) School Suspension, Expulsion and Mandatory Expulsion Guidelines
Board Policy 5144.1 Suspension and Expulsion/Due Process
Located in the District Office

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)
Board Policy 5148
Available in the District Office

(E) Sexual Harassment Policies (EC 212.6 [b])
Board Policy 5145.7 Sexual Harassment
Available in the District Office

(F) School-wide Dress Code Relating to Gang-Related Apparel (EC 35183)
Board Policy 5132 Dress and Grooming
Available in the District Office

(G) Procedure for Safe Ingress and Egress of Pupils, Parents, and Staff to and from School (EC 35294.2)
Board Policy 5142 Procedures for Safe Ingress and Egress
Available in the District Office

(H) A Safe and Orderly School Environment Conducive to Learning (EC 35294.2)

Component:
Component 1: Safe Physical Environment

Element:
Creating a physical environment that ensures school-wide safety.

Opportunity for Improvement:
Update the procedures and address physical environmental needs to ensure a safe school environment .

Objectives	Action Steps	Resources	Lead Person	Evaluation
Maintain a current safety plan to ensure school-wide safety.	Update Safety Plan	Current Plan	Jesus Cruz/Evelyn Diaz/ Becky Mitchell	18/19
Update procedures and communicate the school-wide safety systems to increase awareness of safety procedures for all staff and students.	Update Procedures	Current Plan	Jesus Cruz/Evelyn Diaz	18/19
Increase student safety by adding additional safety locks to doors that lock from the outside also installed front gates entrance and locked gates at the middle school	Confirm that each door has locks from the outside and front gates installed in front of the school entrance.	Maintenance	Jeff Dronyk/ Jesus Cruz	completed
Ensure student safety by practicing initial action drills with students and staff on a regular basis.	Conduct Initial Action Drills: Duck and Cover, Shelter in Place, Lock Down, and Evacuation/Fire Drill.	Safety Plan	Jesus Cruz/Jeff Dronyk	18/19
Update and maintain acceptable levels of emergency supplies on campus to be used in case of a major disaster or shelter in place/lockdown situation.	Purchase Emergency Kits and Supplies	Safety Plan and First Aide	Jesus Cruz/Maria Rodriguez	completed
Procedure on a Suicide Prevention Plan and Emergency Phone Tree. If emergency occurs an administrator will be notified	A phone tree has been developed in case of an emergency, Administrator will be notified first and proceed to next person on the phone tree	Safety Plan	Jesus Cruz/ Evelyn Diaz/ Katlin Kaundart	Completed
Increased student safety by adding cameras at the elementary and middles school campus, also a camera screen in the front office with Nine monitors	Cameras were placed on the elementary and middle school campus with four monitors in the front office	Safety Plan	Jeff Dronyk/ Jesus Cruz	Completed
Instructional aides, front office and cafeteria, staff, bus drivers and administration	First aide and CPR certification by Alert Medical Training	First aide, Safety Plan	Jesus Cruz, Evelyn Diaz	Completed
Onsite Defibrillator was purchased will be kept in the front office	Training of Staff and administration was completed	First aide and Safety Plan	Jesus Cruz, Evelyn Diaz	Completed

Objectives	Action Steps	Resources	Lead Person	Evaluation
Surviving an active Killer Training for Administrator and Maintenance to presented to teachers and staff	Training was held for basic understanding and awareness.	Safe School Environment	Jeff Dronyk/ Evelyn Diaz	Completed

Component:
Component 2: School Culture

Element:
Creating a positive atmosphere for learning.

Opportunity for Improvement:
Increase school spirit and pride. Work with stakeholders (students, staff, parents, and the community) in creating a positive learning environment that emphasizes high expectations of student conduct, responsible behavior, and respect for others.

Objectives	Action Steps	Resources	Lead Person	Evaluation
Increase Parent Communication	Maintain: Website Marquee Patriot Press (Parent Newsletter) Blackboard Connect Robo Calls Home Visits		Jesus Cruz, Crystal Gomez , Evelyn Diaz	2018/2019
Working with Stakeholders in creating the LCAP for Washington Colony School.	Community Meetings		Jesus Cruz	2018/2019
Positive Behavior Intervention System (PBIS) to establish the social culture and the behavioral supports needed for all children in school to achieve both social and academic success	Students are given Patriot tickets for school spirit, pride, and character counts, PBIS store, perfect attendance by grade and teacher, Passport Day to review behavior, school spirit and pride		Katlin Kaundart, Susan Hatler	2018/2019
Student of Month for Character Trait and Trimester Awards for academic success	Students are given a certificate, for demonstrating the character trait and trimester awards for perfect attendance, honor role, improvement of behavior or grades		Teachers	2018/2019

Component:
Component 3: Personal Characteristics of Student and Staff

Element:
Traits that students, teachers, administrators, and other school personnel bring to campus.

Opportunity for Improvement:
Ensuring students, teachers, administrators, and other school personnel receive ongoing in-service training to meet the changing needs of the student body.

Objectives	Action Steps	Resources	Lead Person	Evaluation
Improve student behavior and success.	Provide Parent Workshops, PBIS and Student Study Teams	FCOE: PBIS Parenting Partners	Jesus Cruz Katlin Kaundart/Stephen Taylor, Evelyn Diaz,and Lillie Espinoza	2017/2018
Provide professional development for teachers, administrators, and other school personnel.	Provide Professional Development	FCOE	Jesus Cruz/ Becky Mitchell	2017/2018
Implement PBIS Tier 3 Gold Level	Create a PBIS Team to plan an organize the implementation of PBIS and PBIS Store	FCOE Cohort VI Training	Evelyn Diaz/ Katlin Kaundart, Susan Hatler, Martha Green, and Elise Hefley	2017/2018

(I) School Discipline Rules and Consequences (EC 35291 and EC 35291.5)

Washington Colony Elementary School Student Conduct Code
Standards of Behavior
At Washington Colony School we believe that every student has a right to an education and every student has a responsibility for learning; this right can be forfeited by failure to accept this responsibility. In support of this belief, the Board of Trustees has adopted the following standards of behavior (examples follow each rule):

1. FOLLOW DIRECTIONS
Follow directions at any school sponsored function. Follow playground rules.
Follow rules in the classroom required by each of your teachers.
Follow rules while traveling between classes and while in lines.
Follow rules on the bus and in the cafeteria.
Follow directions of person in charge. Do it the first time. Be a good listener.

2. SHOW RESPECT
Be polite to everyone.
Use self-control; do not lose control of your temper. Keep your school clean and litter free. Respect the property of others.
Treat others the way you want to be treated.
Absolutely no disrespectful back-talk to adults.
Address adults politely using their titles (Mr./Mrs./Ms./Dr./,Pastor/etc.) No aggressive touching/fighting/pushing.
No cursing or bad language; use positive, appropriate language. No ethnic/racial slurs.
Respond respectfully and appropriately when spoken to by adults. Listen when someone else is talking. No mean spirited teasing.
No Display of Affection and Physical contact among students.

3. BE PREPARED

Have necessary supplies: books, pencils, paper. Have your own work done and ready. Have homework completed when due. Be in your seat ready to work on time.
Wear clothing appropriate for school activities. Enter the classroom quietly. Work on assigned tasks.
Be willing to work cooperatively with everyone.

4. BE SAFE
No aggressive touching (shoving, pushing, fighting, hitting, etc.)
Leave medication in the office or at home (if not needed at school).
No weapons or dangerous items of any kind on campus.
No fighting (verbal or physical).
Do not lose control of your temper.
Follow all rules (classroom, yard, cafeteria, bus,etc.)
No inappropriate throwing of anything (e.g., trash, food, gum, etc.)
Notify any staff member of unsafe behavior.

5. BE RESPONSIBLE
Being Responsible has been added to the student expectation in 2015/2016 as part of implementing PBIS. Students are to complete assignments, care for school supplies and facilities, turn in books and work.

SEE DISCIPLINE MATRIX

Conduct Code Procedures
EXPLANATIONS - CONSEQUENCES OF STUDENT MISBEHAVIOR

Detention
Detention is the assignment of a student to a supervised area for a specified time before or after school, during recess, or during lunch. Supervision must be assigned to a certificated employee. The student shall be given adequate time to use the rest, get a drink or eat lunch.

School Attendance review Board (SARB)
School Attendance Review Board (SARB) reviews student attendance and disruptive behav- ior. Students may be referred to SARB for habitual truancy or irregular attendance. SARB may direct a student to take part in community services. SARB may involve the District At- torney, County Probation Department, Sheriff's Department, and County Health and Human Services in a student's case. SARB may transfer the student to another school or to an alter- native education program.

The Search and Seizure Policy
The Search and Seizure Policy governs the district's authority to search individual students and their property. School officials may search when there is a reasonable suspicion the search will uncover evidence that the student is violating the law or the rules of the district or school.

Suspension
Suspension is the removal of a student from the classroom for disciplinary reasons for a de- fined period of time by a teacher or a school administrator. A principal or a designee may suspend from school for up to five consecutive days. A teacher may suspend for the remain- der of the class in which the misbehavior occurred and for the next day's class. A suspension may be extended under certain conditions. There are two kinds of suspension: On-campus suspension and out of school suspension. Students placed on home suspension are not per- mitted on or near Washington Colony Elementary School Campus, nor are they allowed to participate in any school activities during the period of suspension. They may, however, be required to complete assignments and tests which will be made available to them through an intermediary. Students assigned on-campus suspension will not be allowed to participate in any school activities during the period of on-campus suspension, nor stay for the After School Program (if enrolled in the program).

Expulsion

Expulsion is the removal of a student from Washington Colony School District for violating the California Education Code as ordered by the Board of Education. The expulsion is for a defined period of time, but an application for re-admission must be considered within a speci- fied time period. State law provides for full due process and rights to appeal any order of expulsion.

State law mandates the Board of Education expel students for:

Possession, sale, or furnishing of a firearm;
Brandishing a knife;
Sale of Drugs
Committing or attempting to commit sexual assault or battery; Possession of explosives.
California Education Code requires a school administrator to recommend expulsion if a student commits one of the following offenses:

Causing serious physical injury to another person except in self-defense;
Possession of any knife, explosive, or other dangerous object of no reasonable use to the pupil;
Unlawful possession of any drug except for the first time offense of possession of not more than one ounce of marijuana;
Robbery or extortion;
Assault or battery upon a school employee.

A pupil shall not be disciplined, suspended, or recommended for expulsion unless the Superintendent, a designee or the principal of the school in which the student is enrolled determines the pupil has violated one or more parts of the Standards of Behavior. (Education Code 48900).

A pupil may be disciplined, suspended for a maximum of five consecutive days, or expelled for acts specified in the Standards of Behavior that are related to school activity or school attendance occurring at any district school or within any school district, including, but not limited to, any of the following.

While on school grounds
While going to and from school
During the lunch period whether on or off campus
During, going to, or coming from a school-sponsored activity.

Discipline Matrix available in the Student Handbook

STEP SYSTEM
When a student reaches Step 5 and is referred to the Principal or designee, the steps below will be followed. Once a student reaches the office for dis- cipline, any successive trips are cumulative.

1st Discipline Notice: Parent/Student conference with Principal or designee

2nd Discipline Notice: In-school Suspension/Campus Beautification 1 Day

3rd Discipline Notice: In-school Suspension/Campus Beautification 2 Days

4th Discipline Notice: Parent/principal or Designee Conference In-school Suspension/Campus Beautification 3 Days

5th Discipline Notice: Out-of-School Suspension - 2 Days, Referral to S.A.R.B. (School Attendance Review Board)

6th Discipline Notice: Out-of-School Suspension- 3 Days

7th Discipline Notice: Out-of-School Suspension - 5 Days

8th Discipline Notice: Out-of-School Suspension - 5 Days Hearing before Board of Trustees to consider Expulsion from school.

(J) Hate Crime Reporting Procedures and Policies
Board Policy 1312 Uniform Complaint Procedures
Available in the District Office

Safety Plan Review, Evaluation and Amendment Procedures

The Governing Board recognizes that students and staff have the right to a safe and secure campus where they are free from physical and psychological harm. The Board is fully committed to maximizing school safety and to creating a positive learning environment that teaches strategies for violence prevention and emphasizes high expectations for student conduct, responsible behavior and respect for others.

The Superintendent/Principal or designee oversees the development of a comprehensive districtwide safety plan that identifies major safety concerns as well as the district's goals and priorities for safe schools. The plan includes violence prevention strategies and actions to be taken in the event of a crisis.

The school safety plan is reviewed and updated annually in March of each year.

The Board approves the plan at a regularly scheduled meeting of the Board and the adoption of the plan is not be a consent item. At a minimum, the Board discusses both of the following:

1. How the safety plan addresses the needs of the school and students within that school
2. How the school site council or safety planning committee considered the "three essential components" when writing the plan, including assuring each student a safe physical environment; assuring each student a safe, respectful, accepting and emotionally nurturing environment; and providing each student resiliency skills

The Board reviews the comprehensive districtwide safety plan in order to ensure compliance with state law, Board policy and administrative regulation.

The Superintendent/Principal ensures that an updated file of all safety-related plans and materials is readily available for inspection by the public.

Safety Plan Appendices

Emergency Contact Numbers

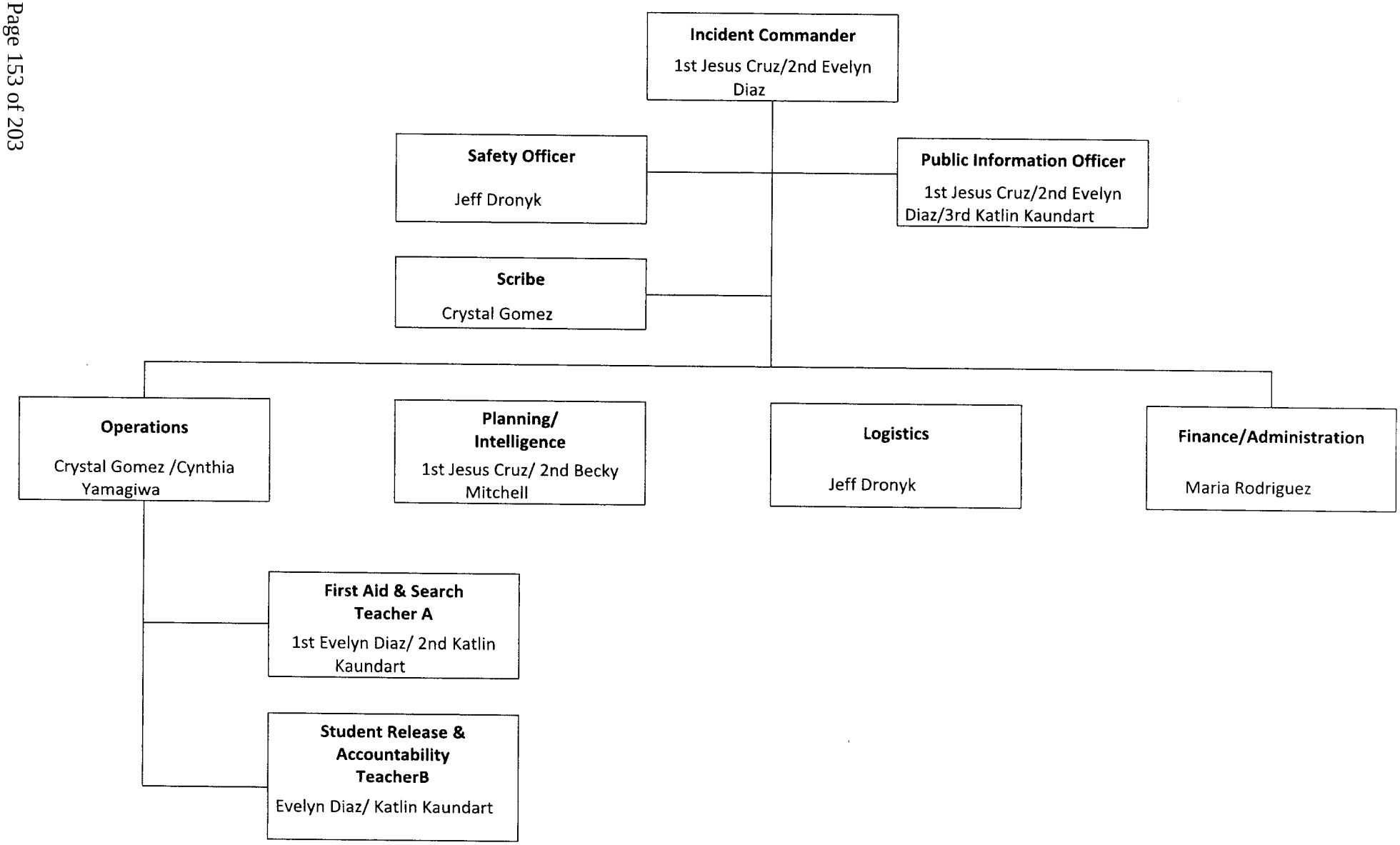
Utilities, Responders and Communication Resources

Type	Vendor	Number	Comments
School District	Washington Colony School	(559) 233-0706	
Law Enforcement/Fire/Paramedic	Emergency #	911	
Law Enforcement/Fire/Paramedic	Sheriff Dept.	559 488-3111	
Other	Poison Control	1 (800) 222-1222	
Public Utilities	PG & E	1-800-743-5000	
Other	Air Quality Control District	(559) 230-6000	
Other	Department of Public Health	(559) 600-3200	

Safety Plan Review, Evaluation and Amendment Procedures

Activity Description (i.e. review steps, meetings conducted, approvals, etc)	**Date and Time**	**Attached Document** (description and location)
Training Update/Posters Distributed /Safety Procedures Review	9/11/2018	Online, email and school grounds
Child Abuse Reporting for Educator Training Module	8/15/2018	complete
Injury & Illness Prevention Program Staff Training	8/15/2018	Online
Injury & Illness Prevention Program Board Adoption	9/11/2018	Online
School Safety Survey	TBD	District Wide/Online
Administrative Review of Plan	8-7-2018	District Office
Board Update & Review of Safety Plan	2-12-2019	WCSD RM M5

Washington Colony Elementary School Incident Command System



Incident Command Team Responsibilities

Standardized Emergency Response Management System Overview

The California Standardized Emergency Management System (SEMS) is designed to centralize and coordinate emergency response through the use of standardized terminology and processes. This greatly facilitates the flow of information and resources among the agencies participating in response to an emergency. SEMS consists of five functions:
School Incident Command roles are assigned with alternates included in the absence of any position. Positions are filled as needed, based on size and scope of the emergency.

Management

During an emergency, the Incident Commander directs response actions from a designated Command Post. To effectively do this, the Incident Commander must constantly assess the situation, and develop and implement appropriate strategies. The Incident Commander must be familiar with the available resources, accurately document all response actions, and effectively communicate response strategies to others participating in the response. This function is typically filled by the school principal. The principal is assisted in carrying out this function by a Public Information & Liaison Officer and Safety Officer.

Planning & Intelligence

Planning and Intelligence involves the use of various methods to efficiently gather information, weigh and document the information for significance, and actively assess the status of the emergency. This understanding and knowledge about the situation at hand is vital to the effective management of a response. These activities are performed by a single person who reports directly to the Incident Commander.

Operations

All response actions are implemented under by Operations. This includes staff performing first aid, crisis intervention, search and rescue, site security, damage assessment, evacuations, and the release of students.

Logistics

Logistics supports the response by coordinating personnel; assembling and deploying volunteers; providing supplies, equipment, and services; and facilitating communications among emergency responders.

Finance & Administration

Finance & Administration involves the purchasing of all necessary materials, tracking financial records, timekeeping for emergency responders, and recovering school records following an emergency. These activities are performed by a single person who reports directly to the Incident Commander.

Emergency Response Guidelines

Step One: Identify the Type of Emergency
Identification of the emergency is determined by the Incident Commander.

Step Two: Identify the Level of Emergency
Following the identification of the emergency, the Incident Commander will determine the level of emergency.

Step Three: Determine the Immediate Response Action
The level of the emergency is identified.
Following the determination, a response is identified according to our Safety Plan.

Regardless of the type of emergency that occurs, the initial response by staff and students will almost always include one or more of these four basic "INITIAL ACTIONS:"
1. Duck and Cover
2. Evacuate Building(s)
3. Shelter-In-Place
4. Lock-Down
5. Drop, Cover and Hold-On

Step Four: Communicate the Appropriate Response Action
Appropriate actions and response procedures are communicated to staff and individuals using the School Incident Command Organizational Chart and following the Safety Plan.

Regardless of the type of emergency that occurs, the initial response by staff and students will almost always include one or more of these four basic "INITIAL ACTIONS:"
1. Duck and Cover
2. Evacuate Building(s)
3. Shelter-In-Place
4. Lock-Down

When there is a sudden loud noise, or other indication that something bad is happening, instinctively the first reaction should be to "Duck and Cover." Then, once the situation becomes clearer, one of the other "Initial Actions" may be implemented.
Although these four basic Initial Actions will suffice for the vast majority of campus emergencies, some emergencies may prompt the school Incident Commander to follow these with additional emergency procedures. Examples of other potential actions include the total evacuation of staff and students to an off-site location, or the release of students to parents. When it is necessary to implement these other actions, the school Incident Commander will provide direction in person or by other means as necessary. Recommended additional actions for some specific emergencies are included in Section V of this Crisis response Plan.
Detailed Duck and Cover, Evacuate, Shelter In Place and Lock Down procedures, and a sample Initial Actions Poster are located in Appendix C – Initial Actions.

Types of Emergencies & Specific Procedures

Aircraft Crash
Initial Action:

DUCK AND COVER ACTION

To be used as the Initial reaction to any sudden event such as gunfire, earthquake, explosion, etc. This action may be followed by "Lock-Down", "Shelter-In-Place" or "Evacuate Building" actions.

The DUCK and COVER action should also be used during a LOCK DOWN, if gunfire, explosions or similar threats are occurring.

Teachers will:

- If outside, direct students to drop to ground, tuck head between knees and cover head and face with arms and hands
- If inside, direct students away from widows, bookshelves and carts
- Direct students to duck under desks, tables etc. and cover heads and faces with arms and hands
- Remind students not to lie down, they should crouch and remain mobile
- Assume the same Duck and Cover position as students
- Await further instructions or "All Clear" signal
- After the "All Clear", take roll and determine the condition of all students
- Report injuries or other immediate safety concerns

Students will:

- Move quickly away from windows, bookshelves or anything that might fall
- If possible, duck under desk or table
- Do not lie down, remain mobile and quiet
- Once positioned, kneel with head resting at knees, arms covering back of head
- Remain in place until given the "All Clear" signal

School Incident Commander will:

- Determine the level of response required for the incident
- Establish an Incident Command Post (ICP)
- Notify appropriate School District officials if needed (District Emergency Manager/Staff)
- Convene Student Release team if needed (Operations)
- Prepare incident status report for emergency response personnel if needed

Action is rescinded when:

- It is deemed safe by the Incident Commander (Principal or other official)
- Teachers are given the "All Clear" or other instructions

Animal Disturbance
Initial Action:
SHELTER-IN-PLACE
To be used in the event of:
Animal threat on campus – bees, dogs, etc.

Teachers will:
Report to their rooms if possible
Get everyone inside their rooms, including students and staff seeking shelter
Close all doors and windows to exclude outside air if necessary!
Take roll, and document the names of all students present
Await further instructions from Incident Command staff or "All Clear" signal

Students will:
Report to the nearest classroom, common room or office area
Identify themselves to the teacher or staff member in charge
Sit calmly and quietly and await further instructions from teacher or staff member

Incident Command staff will:
Determine the level of response required for the incident
Establish an Incident Command Post (ICP)
Notify appropriate School District officials (District Emergency Manager/Staff)
Convene Student Release team if needed (Operations)
Prepare incident status report for emergency response personnel
Be prepared to assist with building access for emergency responders
Be prepared to shut down all HVAC systems, stop outside air intrusion!

Action is rescinded when:
It is deemed safe by the Incident Commander (Principal or other official) ? Teachers are given the "All Clear" or other instructions

Armed Assault on Campus
Initial Action:

LOCK-DOWN

To be used in the event of:

- Civil Disturbance
- Gunfire/Police action in vicinity
- Armed Intruder/Hostage situation on campus
- Hostage Crisis
- Other threat situation as appropriate

Teachers will:

- Immediately lock their classroom door
- Instruct students to move away from doors and windows, implement DUCK AND

COVER unless directed otherwise.

- Close all windows, blinds and curtains
- Turn off all lights
- Instruct students to remain silent
- Await further instruction from Incident Command staff or Police

Students will:

- Move away from doors or windows
- Assume DUCK AND COVER if directed by teacher
- Remain silent
- Await further instructions from teacher

Incident Command staff will:

- Determine the level of response required for the incident
- Establish an Incident Command Post (ICP)
- Notify appropriate School District officials (District Emergency Manager/Staff)
- Convene Student Release team if needed (Operations)
- Prepare incident status report for emergency response personnel (Plans/Intel)

- Be prepared to assist with building access for emergency responders (Logisitics) -Direct any buses enroute with students to an alternate location.

Action is rescinded when:

- It is deemed safe by the Incident Commander (Principal or other official)
- Teachers are given the "All Clear" or other instructions

INTRUDER ON CAMPUS PROCEDURE

When an unknown person (intruder) is found on school property:

Notify school office/Incident Commander.

- Ask another staff person to accompany you before approaching person.
- Politely greet person and identify yourself.
- Ask the purpose of the visit, and inform person all visitors must register at the office. ? If intruder's purpose is not legitimate, ask person to accompany you to office or exit.
- If intruder refuses to go to office or leave, or you become aware that intruder is armed:
- Walk away from intruder and maintain visual contact from a safe distance, while other staff member notifies school office/Incident Commander:
- Provide a description of the intruder.
- Provide last known location.
- School office/Incident Commander will initiate an immediate school "LOCK DOWN".Initial Action:

LOCK-DOWN

To be used in the event of:

- Civil Disturbance
- Gunfire/Police action in vicinity
- Armed Intruder/Hostage situation on campus
- Hostage Crisis
- Other threat situation as appropriate

Teachers will:

- Immediately lock their classroom door
- Instruct students to move away from doors and windows, implement DUCK AND

COVER unless directed otherwise.

- Close all windows, blinds and curtains
- Turn off all lights
- Instruct students to remain silent
- Await further instruction from Incident Command staff or Police

Students will:

- Move away from doors or windows
- Assume DUCK AND COVER if directed by teacher
- Remain silent
- Await further instructions from teacher

Incident Command staff will:

- Determine the level of response required for the incident
- Establish an Incident Command Post (ICP)
- Notify appropriate School District officials (District Emergency Manager/Staff)
- Convene Student Release team if needed (Operations)

- Prepare incident status report for emergency response personnel (Plans/Intel)
- Be prepared to assist with building access for emergency responders (Logisitics) Direct any buses enroute with students to an alternate location.

Action is rescinded when:

- It is deemed safe by the Incident Commander (Principal or other official)
- Teachers are given the "All Clear" or other instructions
- School Incident Commander (or designee) will call 9-1-1 and:
- Identify the school and location.
- Provide description of the intruder, and whether intruder is known to be armed. ? Provide last known location of intruder.
- Describe actions being taken to safeguard staff and students.
- Advise of the location of the school Incident Command Post.
- If possible, maintain surveillance of intruder and update law enforcement upon arrival.
- Maintain "LOCK DOWN" until situation is resolved.

IF YOU DISCOVER A HOSTAGE SITUATION:

If hostage taker is unaware of your presence, do not intervene.

Notify the school office/incident Commander.

School Incident Commander will initiate immediate "LOCK DOWN".

School Incident Commander (or designee) will call 9-1-1 and:

Identify the school and location.

Provide description of the intruder, and whether intruder is known to be armed.

Provide last known location of intruder.

Describe actions being taken to safeguard staff and students.

Advise of the location of the school Incident Command Post.

If possible, maintain surveillance of intruder and update law enforcement upon arrival.

Maintain "LOCK DOWN" until situation is resolved.

If taken hostage:

Treat the hostage taker as normally as possible and follow his/her instructions.

Do not panic and calm students if they are present.

Be respectful to hostage taker, ask to speak and do not argue or make suggestions.

If hostage taker becomes violent initiate "ACTIVE SHOOTER" action – RUN, HIDE, FIGHT!

Biological or Chemical Release

HAZARDOUS MATERIAL RELEASE PROCEDURE

A Hazardous Material (HazMat) release is the discharge or spill of a biological or chemical substance including release of radioactive materials. HazMat incidents most commonly involve liquids, powders, or vapors. On-campus HazMat incidents most often occur in school laboratory or vocational training areas, or in school maintenance areas. Off-campus HazMat incidents may involve chemical releases from rail cars, trucks or industrial sites near campus. On-Campus and Off-Campus releases may both pose threats that require prompt action by school officials.

FOR ON-CAMPUS RELEASES WITHIN A BUILDING: Administration:

- The school Incident Commander (or first staff member to recognize the release), should

initiate an EVACUATION of that building only.

- If possible exterior doors should be closed (but not locked), and air moving

systems shut down as the building is vacated.

- If a substantial vapor cloud is present, efforts should be made to evacuate to an

area upwind of the affected building.

- The school Incident Commander should initiate a "SHELTER-IN-PLACE" action for other buildings on campus. This will help avoid exposing students or staff to potential vapors, or contamination from persons who have evacuated the immediate area of the release.
- The School Incident Commander (or designee) will call 9-1-1 and:
- Identify the school and location.
- Describe the nature of the emergency (fire, smoke, building collapse, etc.) Describe actions being taken to safeguard staff and students
- Provide the exact location of the problem.
- Advise of the location of the school Incident Command Post.
- The Incident Commander will direct staff to secure the area around the chemical spill.
- The Incident Commander will establish a school Incident Command Post, upwind and

out of the immediate danger area.

- The Incident Commander will confirm with Accountability Team Leaders that roll has been taken of those evacuated and that all students are accounted for.
- Until emergency responders can arrive and assist, the Incident Commander must then assess the situation and consider these questions:
- Could a Search and Rescue Group safely look for missing students?
- Should other buildings be evacuated?
- Should evacuees be moved to a safer indoor location (Shelter-In-Place)?
- Are any evacuees contaminated, and should they be separated from others?
- Can First-Aid be started on injured persons without contaminating others?
- Should a "Student Release" or "Off-Campus Evacuation" be started?
- The Incident Commander will brief emergency responders when they arrive, and

promote full cooperation between them and the school's staff.

Teachers:

- Implement "Evacuation" or "Shelter-In-Place" procedures as directed.

ON-CAMPUS RELEASES OUTSIDE BUILDING OR RELEASE THREAT FROM OFF-CAMPUS:

The most appropriate initial action for this type of release is Shelter-In-Place.

- The school Incident Commander will initiate a campus-wide "SHELTER-IN-PLACE" action and ensure all students and staff outside buildings are quickly moved indoors.
- The Incident Commander should remind staff to turn off air handling/ventilation

systems, close all windows and doors and turn off fans and air conditioners.

- School Incident Commander (or designee) will call 9-1-1 and:
- Identify the school and location.
- Describe the nature of the emergency (fire, smoke, building collapse, etc.) Describe actions being taken to safeguard staff and students
- Provide the exact location of the problem.
- Advise of the location of the school Incident Command Post.
- The Incident Commander should consider initiating an immediate parent notification.
- At this point parents should NOT come to the school and risk being exposed to the chemical release!
- The Incident Commander will ensure that any buses enroute to the school with students are re-directed to the school's off-campus evacuation site to await further instructions.
- The school will remain in SHELTER-IN-PLACE until the Incident Commander and emergency response officials can further assess the situation to determine the best next course of action:
- Continue "Shelter-In-Place"
- Notify parents and initiate the "Student Release" procedure.
- Initiate an immediate "Off-Campus Evacuation" procedure.
- Issue an "ALL CLEAR" signal and resume normal school operations.

Bomb Threat/ Threat Of violence

BOMB THREAT PROCEDURE

(Response Procedure may also be applied to "Suspicious Objects")

This BOMB THREAT PROCEDURE is a compilation of guidance material and forms. Portions of it, including the forms, have been formatted as stand-alone documents that may be extracted, duplicated and distributed to school staff as needed before or during a bomb threat incident.

TOPICS:

- Introduction
- Assessing A Bomb Threat
- Call Taker Instructions/Telephone Bomb Threat Report
- Response Procedures
- Bomb Search Procedures

INTRODUCTION

Receipt of a bomb threat (or discovery of a suspected explosive device) is a situation school staff must be prepared to handle in a calm and professional manner. It is extremely rare for a person who builds and plants a bomb to call and alert the target before the bomb goes off. However, even though most bomb threats are pranks, they must all be taken seriously to ensure the safety of school students, staff and visitors.

Bomb threats may be written, e-mailed, posted online or communicated verbally, but the vast majority are made by telephone. Even though the procedures in this document refer primarily to telephoned bomb threats, the same principles will apply regardless of how the threats are received. Additionally, the actions taken in "response" to a bomb threat call, will also apply should an actual or suspected explosive device be discovered.

Perhaps the most important thing school employees can do when they receive a telephoned bomb threat is to get, and write down, as much useful information as possible from, and about, the caller. The "CALL TAKER INSTRUCTIONS" sheet and "TELEPHONE BOMB THREAT REPORT" form, found at the back of this Bomb Threat Procedure, have been developed for this purpose. They should both be printed and kept immediately available near all primary school telephones. Every staff member should also be trained in their use.

ASSESSING THE BOMB THREAT

Contrary to popular belief, schools should not immediately activate the fire alarm and evacuate school buildings every time a bomb threat is received.

BOMB THREAT PROCEDURE

When a bomb threat occurs, the school Incident Commander must quickly assess the situation and look at the big picture before selecting a course of action. For example, the caller might claim that he placed bombs in three different classrooms last night, or that he put two in restrooms this afternoon. But if the school has good fencing, good visitor procedures, cameras, after hours building alarms or other good security measures in place, how realistic are his claims? On the other hand, if he said he jumped the fence last night and hid a bomb on the playground near a flag pole or other landmark that really exists, you may have a credible threat.

The "Telephone Bomb Threat Report" is designed to assist school staff in gathering information during the call that will help identify the caller, and help gauge whether the threat is real, or simply a prank. As described below, the general tone of the call will allow it to be classified as a LOW LEVEL or MEDIUM LEVEL threat, and therefore almost certainly a prank, or classified as a HIGH LEVEL threat, which means it must be taken seriously:

- LOW LEVEL - The probable motive is to cause disruption: The caller is vague in his/her threat, merely stating that there is a bomb at the school, he/she provides no specifics and hangs up quickly. Caller is often young, and lacks skill at crafting a credible prank message.
- MEDIUM LEVEL - The probable motive is to cause disruption: The caller gives details such as the size, location, or type of bomb. The caller stays on the line longer and states a motive for the bomb, but stumbles when asked to repeat or be more specific. Caller may be teen-aged and better able to embellish a prank message.
- HIGH LEVEL – May be driven by conscience or other reason to issue warning: The caller is very detailed and describes the type, power, location or time of detonation. The caller stays on the line longer or makes multiple calls. The caller may exhibit advanced knowledge of bombs. In addition, the caller may make demands such as publicity, money, etc. Caller is likely older and must be taken seriously!

Additionally, bomb threats that come after termination of an employee, or suspension or expulsion of a student, should be looked at carefully. This is particularly true if there are clues (such as familiar voice) that indicate this may be the person calling, otherwise person is threats were made during the disciplinary action, and/or the person is known to have violent tendencies.

Quickly assessing the threat will ultimately help the school Incident Commander determine if it would be best to evacuate buildings and do a very thorough search of the entire campus, Shelter-In-Place and do a cursory sweep, or take some other combination of actions, all based on how credible the threat is considered.

BOMB THREAT

RESPONSE PROCEDURE – Part 1

CAUTION: There is a slight risk that an explosive device could be detonated by radio waves. The school Incident Commander, in concert with emergency response officials, must weigh this risk based on their THREAT LEVEL ASSESSMENT. When the threat level is perceived as "High", unless absolutely necessary to facilitate urgent communications, two-way radios and cell phones should not be used within 300 feet of buildings or other areas suspected of containing an explosive device. Runners should be used to deliver messages within this 300 foot zone.

ADMINISTRATION (School Incident Commander/Designee)

CALL 9-1-1 and provide information about the emergency:

Confirm address of school.

Provide threat details – Supposed bomb location, Supposed detonation time, etc.

Provide location of school Incident Command post.

Describe best access for emergency responders – driveway/gate.

If possible, remain on line to provide updates.

Conduct Threat Assessment – Then either evacuate buildings or Shelter-In-Place:

If evacuating, announce any needed changes in evacuation routes and assembly

areas based on potential bomb location.

If Shelter-In-Place, be sure playgrounds are clear. Move all students inside.

Establish a school Incident Command Post

Be certain to take the school Crisis Response Box.

If threat is deemed credible:

Establish a command post at least 400 feet from campus buildings.

Establish Unified Command with arriving emergency response officials, and determine next course of action based on continued Threat Assessment:

Conduct building /site search.

Cancel school and notify parents to pick up students from campus.

Evacuate students to an off-campus site for pick-up by parents.

Announce "All Clear" if and when it is deemed safe to do so.

Ensure that it is away from automobiles, refuse containers or mailboxes. ? Conduct a scan of the area for any suspicious items.

Employ runners to communicate.

BOMB THREAT

RESPONSE PROCEDURE – Part 2

CAUTION: There is a slight risk that an explosive device could be detonated by radio waves. The school Incident Commander, in concert with emergency response officials, must weigh this risk based on their THREAT LEVEL ASSESSMENT. When the threat level is perceived as "High", unless absolutely necessary to facilitate urgent communications, two-way radios and cell phones should not be used within 300 feet of buildings or other areas suspected of containing an explosive device. Runners should be used to deliver messages within this 300 foot zone.

TEACHERS/STAFF

Initiate "BUILDING EVACUATION" or "SHELTER-IN-PLACE" - as directed.

IF EVACUATING - follow normal Evacuation and Student Accountability procedures, but ADD THESE ACTIONS:

Have everyone in the room take their personal belongings with them. This will speed the "building search" process later.

Tell Students to turn off their cell phones - and leave them off - for safety.

While evacuating, perform a quick visual scan of the room and evacuation path to

detect unusual, out of place, or suspicious objects.

Report suspicious objects to the school Incident Commander as soon as possible.

As assembly area is approached, scan for unusual, out of place, or suspicious objects.

If anything seems out of the ordinary, move students to another location.

If possible, keep students at least 300 feet away from buildings.

Students should be in open areas away from cars, outbuildings, trash cans, etc.

If you relocate, report your new location and reason for move as soon as possible. Use Teacher Buddy system as needed to free staff to be "runners" to communicate

with the school Incident Commander and other staff.

Await further instructions or an "ALL CLEAR" announcement.

IF SHELTER-IN-PLACE is ordered:

Follow normal Shelter-In-Place procedures.

If a suspicious object is found, initiate an immediate Building Evacuation AND notify the school Incident Commander.

Take all other steps outlined in the section "IF EVACUATING" above.

Conduct a visual scan of the room to detect unusual, out of place, or suspicious objects. Do not move or touch any suspicious item.

BOMB THREAT PROCEDURE – continued

The person most qualified to search a given area is the person who is most familiar with that area! If familiar with an area, a person can quickly scan it and answer these critical questions:

1. Is there anything unusual?

2. Is there anything out of place?

3. Is there anything that looks suspicious?

So, what does a bomb look like? The only sure answer to that question is that the bomb WILL NOT resemble the familiar black ball with a fuse! A homemade bomb is called an "Improvised Explosive Device" or simply an "IED". "Improvised" means it is a person's own improvisation, and an IED is almost always concealed in an ordinary object. They can look like a backpack, briefcase, lunch box, pressure cooker or any other common container available to mankind.

That is why the most important aspect of searching for an IED is to LOOK FOR AN OBJECT THAT DOES NOT BELONG. Again, that is best done by someone very familiar with the search area.

For the reasons stated above, school staff should expect emergency officials to solicit their assistance in conducting a search of the school facility during a bomb threat event.

COORDINATING THE FACILITY SEARCH

The school Incident Commander will coordinate the efforts of school staff with those of the emergency response officials. It is suggested that staff be paired with emergency responders and search as follows:

TEACHERS: Classrooms.

LIBRARIANS: Library, storage rooms, and any associated areas.

CAFETERIA PERSONNEL: Kitchen, cafeteria, and storage areas.

CUSTODIAL/MAINTENANCE PERSONNEL: Custodial/maintenance storage and equipment areas, restrooms, stairwells, assembly rooms (auditorium, etc.) building perimeters and school grounds, including trash cans.

BUS DRIVERS: Buses and any bus related facilities on campus.

ADMINISTRATIVE PERSONNEL: Administrative offices/areas, hallways, and empty classrooms. Check hallways to identify unchecked areas.

It is recommended that the school facility be divided into areas with one individual assigned to monitor and report the search progress and findings in each area.

BOMB THREAT

ROOM SEARCH PROCEDURE

Search teams should be comprised of two people whenever possible.

FIRST SEARCH: Divide room into two levels. First search the floor and all areas up to window sill height or three feet from floor.

SECOND SEARCH: Search areas from three feet to top of head. Move in circular motion around room to starting point.

THIRD SEARCH: Search top of head to ceiling.

FOURTH SEARCH: Search ceiling, structural supports, window A/C units, and light fixtures.

At the completion of a room search where no suspicious item is found, the person who searched the room will report to the school Incident Commander or designee for further instructions or assignment.

Before declaring the search complete, the school Incident Commander or designee will check for "X" papers to confirm that each room on campus has been searched.

IF A SUSPICIOUS ITEM IS FOUND:

1. DO NOT APPROACH, MOVE, OR TOUCH ANY SUSPICIOUS ITEM.

2. Immediately report the exact location and an accurate description of the object to the school Incident Commander.

3. The school Incident Commander, in consultation with emergency response officials, will determine the next course of action. This may include the immediate evacuation of all staff and emergency response personnel from the building.

BOMB THREAT PROCEDURE – continued CALL TAKER INSTRUCTIONS

Use the "Telephone Bomb Threat Report" form as a guide while talking with the caller.

Attempt to ask Questions 1 through 9, IN ORDER, and document key points of answers. Listen closely to detect other information about the caller:

Try to detect items in "Description of Caller" and "Other Clues" section of form.

Signal co-workers that you are receiving a bomb threat call.

If possible, have one pick up a phone and listen in, while another notifies the school Incident Commander and relays call information as you write it down.

Stay calm and indicate your desire to cooperate with the caller. ? DO NOT antagonize or challenge the caller.

Ask caller to repeat or explain anything you did not understand. ? Prolong the conversation as long as possible.

Obtain as much information as possible.

Special Note: As part of the educational process, schools may provide opportunities for students to gain job experience working in the school office. Students tasked with answering phones should be instructed to follow these steps if they answer a "bomb threat" call:

1. Remain calm and politely advise the caller:

"I am a student. Please hold while I get an adult to talk to you."

2. Immediately signal any nearby adult staff member to come to the phone. Don't yell.

3. If no adult is near, lay the phone down and quickly go find one to take the call.

4. DO NOT HANG UP or ask the person to call back!

Name of person receiving the call:

TELEPHONE BOMB THREAT REPORT FORM

Bus Disaster

BUS ACCIDENT PROCEDURE

Bus Driver:

- Protect student passengers from injuries and the bus from further damage.
- Turn off the ignition, remove the key and activate the hazard lights.
- Check for conditions that could cause a fire.
- If conditions are safer outside the bus than inside, evacuate the bus.
- Do not leave students unattended or unsupervised.
- Notify the appropriate law enforcement agency by calling 9-1-1.
- Inform them a school bus was involved, exact location, number of injured and type of injuries, school district or bus company name and remain on the phone to provide updates until emergency responders arrive.
- Contact the school and provide a situation report, including names of any injured students and advise of any immediate needs.
- Do not discuss details of the accident with media.
- Do not release any students to anyone unless told to do so by school district administration or law enforcement.
- If you are directed by law enforcement to remove student passengers from the scene, be sure to follow their directions and/or school district/bus company policy and procedures for removal and transport.

- If there are no injuries, follow school district/bus company policy and instructions on moving, returning or delivering students.

School Incident Commander (Principal or designee):

- Dispatch a school representative to the accident location.
- School representative at the scene will access level of support needed and convey this to the school Incident Commander.
- School representative at the scene will report the names of student passengers, their conditions, and location(s)

where injured were taken to the district office so parent notifications can be made.

- As needed, direct a school official(s) to accompany or meet injured student(s) at the hospital. If multiple hospitals are used, send a representative to each hospital.
- Ensure any special health information or medication for any injured student is sent to the hospital.
- Notify the parents/guardians of involved students, and if injured, the name/location of the hospital where the student was taken.
- Assess counseling needs of victim(s) or witness(s) and implement post-crisis procedures.
- Initiate preparation of a media release and parent letter of explanation for the same day distribution, if possible.

Disorderly Conduct

Initial Action:
LOCK-DOWN
To be used in the event of:
Civil Disturbance
Gunfire/Police action in vicinity
Armed Intruder/Hostage situation on campus
Hostage Crisis
Other threat situation as appropriate

Teachers will:
Immediately lock their classroom door
Instruct students to move away from doors and windows, implement DUCK AND COVER unless directed otherwise.
Close all windows, blinds and curtains
Turn off all lights
Instruct students to remain silent
Await further instruction from Incident Command staff or Police

Students will:
Move away from doors or windows
Assume DUCK AND COVER if directed by teacher
Remain silent
Await further instructions from teacher

Incident Command staff will:
Determine the level of response required for the incident
Establish an Incident Command Post (ICP)
Notify appropriate School District officials (District Emergency Manager/Staff)
Convene Student Release team if needed (Operations)
Prepare incident status report for emergency response personnel (Plans/Intel)
Be prepared to assist with building access for emergency responders (Logisitics)
Direct any buses enroute with students to an alternate location.
Action is rescinded when:
It is deemed safe by the Incident Commander (Principal or other official)
Teachers are given the "All Clear" or other instructions

Earthquake

EARTHQUAKE PROCEDURE

Earthquakes generally occur without warning and may cause minor to serious ground shaking, damage to building and injuries.
The Initial Action for any earthquake will be "Duck, Cover" and "Hold-On".
School Commander (Principal or designee):
If necessary, call 9-1-1 to report damage and/or injuries
After the shaking stops, initiate an EVACUATE BUILDING alert.
If necessary, initiate parent notification procedures.
If necessary, establish an Incident Command post and activate appropriate Incident

Command functions. Consider need for:
First Aid Group
Utility Group
Security Group
Others, as needed.
Consider need to dismiss school due to power loss, building damage or other factors.
Consider need to evacuate staff and students to off-campus evacuation site.
Implement parent notification and Student Release procedures as necessary.
As needed, consult with emergency management and public safety officials to determine if school buildings are safe to reoccupy.

Teachers and staff:
Upon the first indication of an earthquake, teachers should direct students to DUCK and COVER, seek shelter under desks and move away from windows and overhead hazards.
If outdoors, teachers should direct students to move away from buildings, gas, electrical lines and tall playground equipment
If EVACUATION is ordered, teachers will bring their student roster and classroom emergency kit if deemed necessary (for example, if building is obviously damaged, and may be unsafe to re-enter).
Take attendance at the Assembly Area, and report any missing or injured students.
Initiate first-aid if needed.
Await further instructions from the school Incident Commander.

Explosion or Risk Of Explosion

Initial Action:

EVACUATE BUILDING (Fire Alarm)

To be used in the event of:

Fire in building (on campus)

Chemical release in building

Gas leak in building

After significant earthquake

Building failure/potential failure due to damage or other condition

Or anytime building(s) must be immediately evacuated for any reason

Teachers will:

Secure their roll books

Escort their students out of the building by the assigned (or safest) route to the

room's assigned fire drill location

Turn off light

Close and lock classroom door after insuring that all students are out of the room

Take roll once all students have arrived at the assigned area

Await further instructions from Incident Command staff

Students will:

File out of classrooms in a quiet orderly manner as directed by teachers

Assemble in the designated fire drill area for their classroom

Permit the teacher to take roll in a quiet and orderly manner

Await further instructions from their teacher

School Incident Commander will:

Determine the level of response required for the incident

Establish an Incident Command Post (ICP)

Notify appropriate School District officials (District Emergency Manager/Staff)

Convene Student Release team if needed (Operations)

Prepare incident status report for emergency response personnel

Be prepared to assist with building access for emergency responders

Action is rescinded when:

It is deemed safe by the Incident Commander (Principal or other official)

Teachers are given the "All Clear" or other instructions

FIRE/EXPLOSION/BUILDING COLLAPSE

Fire, explosion and/or building collapse may result from earthquakes, severe weather, vehicle accidents, structural defects or many other reasons. Remember - Smoke is just as dangerous as fire. Most fire deaths are due to smoke inhalation.

Administration (School Incident Commander/Designee)

- CALL 9-1-1 and provide information about the emergency:
- Confirm address of school.

- Provide exact location of fire, explosion or collapse.
- Describe current situation, including damage and estimated number of injured. ? Provide location of school Incident Command post.
- Describe best access for emergency responders – driveway/gate.
- If possible, remain on line to provide updates.
- Ensure fire alarm has been sounded
- If needed, announce changes in evacuation routes due to incident location.
- Establish a school Incident Command Post
- Assess situation and begin activating needed ICS functions, for example:
- First-Aid, Accountability, Utility and Security Groups
- Safety Officer, Public Information Officer, Operations Chief positions
- Meet arriving fire and police personnel
- Be certain to take school Crisis Response Box.
- Identify the location of fire, smoke, explosion or gas smell. Advise locations of injured or trapped persons.
- Provide last known location of any missing persons.
- Establish Unified Command with emergency response officials.
- Determine if it is necessary to:
- Cancel school and notify parents to pick up students from campus.
- Evacuate students to an off-campus site for pick-up by parents.
- Announce "All Clear" if and when it is safe to re-enter the buildings.

Teachers/Staff

Upon discovery of a fire, explosion or building collapse, activate the fire alarm.

- Implement Evacuation procedures
- Use a secondary route if the primary route is blocked or hazardous
- Close, but do not lock, doors when leaving
- Inform the school office/school Incident Commander of the emergency
- Following evacuation:
- Account for all students and check for injuries
- Immediately report any missing, extra or injured students
- Wait for additional instructions

Fire in Surrounding Area
Initial Action:

EVACUATE BUILDING (Fire Alarm)

To be used in the event of:

- Fire in building (on campus)

Teachers will:

- Secure their roll books
- Escort their students out of the building by the assigned (or safest) route to the room's assigned fire drill location
- Turn off light
- Close and lock classroom door after insuring that all students are out of the room
- Take roll once all students have arrived at the assigned area
- Await further instructions from Incident Command staff

Students will:

- File out of classrooms in a quiet orderly manner as directed by teachers ? Assemble in the designated fire drill area for their classroom

- Permit the teacher to take roll in a quiet and orderly manner
- Await further instructions from their teacher

School Incident Commander will:

- Determine the level of response required for the incident
- Establish an Incident Command Post (ICP)
- Notify appropriate School District officials (District Emergency Manager/Staff) ? Convene Student Release team if needed (Operations)
- Prepare incident status report for emergency response personnel
- Be prepared to assist with building access for emergency responders

Action is rescinded when:

- It is deemed safe by the Incident Commander (Principal or other official) ? Teachers are given the "All Clear" or other instructions

Fire on School Grounds

Initial Action:
EVACUATE BUILDING (Fire Alarm)
To be used in the event of:
Fire in building (on campus)

Teachers will:
Secure their roll books
Escort their students out of the building by the assigned (or safest) route to the room's assigned fire drill location
Turn off lights
Close and lock classroom door after insuring that all students are out of the room
Take roll once all students have arrived at the assigned area
Await further instructions from Incident Command staff

Students will:
File out of classrooms in a quiet orderly manner as directed by teachers ? Assemble in the designated fire drill area for their classroom
Permit the teacher to take roll in a quiet and orderly manner
Await further instructions from their teacher

School Incident Commander will:
Determine the level of response required for the incident
Establish an Incident Command Post (ICP)
Notify appropriate School District officials (District Emergency Manager/Staff) ? Convene Student Release team if needed (Operations)
Prepare incident status report for emergency response personnel
Be prepared to assist with building access for emergency responders

Action is rescinded when:
It is deemed safe by the Incident Commander (Principal or other official) ? Teachers are given the "All Clear" or other instructions

Flooding

Initial Action:

SHELTER-IN-PLACE

To be used in the event of:

Severe weather event:

Heat, Cold

Wind, Thunderstorm

Flood

Teachers will:

- Report to their rooms if possible
- Get everyone inside their rooms, including students and staff seeking shelter
- Close all doors and windows to exclude outside air if necessary
- Take roll, and document the names of all students present
- Await further instructions from Incident Command staff or "All Clear" signal

Students will:

- Report to the nearest classroom, common room or office area
- Identify themselves to the teacher or staff member in charge
- Sit calmly and quietly and await further instructions from teacher or staff member

Incident Command staff will:

- Determine the level of response required for the incident
- Establish an Incident Command Post (ICP)
- Notify appropriate School District officials (District Emergency Manager/Staff)
- Convene Student Release team if needed (Operations)
- Prepare incident status report for emergency response personnel
- Be prepared to assist with building access for emergency responders
- Be prepared to shut down all HVAC systems, stop outside air intrusion!

Action is rescinded when:

- It is deemed safe by the Incident Commander (Principal or other official)
- Teachers are given the "All Clear" or other instructions

SEVERE WEATHER PROCEDURE

For the purposes of this procedure "Severe Weather" is defined as a severe windstorm, hail storm, lightning storm or other weather event that could result in damage to school facilities or injuries to students or staff.

If a "Severe Weather Watch" has been issued by the National Weather Service:

- Monitor NOAA Weather Stations (National Weather Service, Weather Channel, etc.)
- Bring all persons inside building(s).
- Be prepared to move students from mobile classrooms into permanent buildings.
- Close facility doors, windows and blinds or curtains.
- Review severe weather drill procedures and location of safe areas. Severe weather safe areas are under desks, in hallways and interior rooms away from windows.
- Review "Duck and Cover" procedures with students.
- Avoid gyms and cafeterias with wide free-span roofs and large areas of glass windows.

If a "Severe Weather Warning" has been issued in the school area, or if severe weather is being observed at or near the school:

- The school Incident Commander will initiate a "SHELTER-IN-PLACE".
- If flying debris or hail is creating a risk of broken windows, etc. the school Incident Commander will further direct staff to implement "Duck and Cover" procedures until the threat subsides.

- The school Incident Commander should also be prepared to provide shelter to parents who may arrive to pick up children during the storm, until such time as it is safe to formally release the students without posing undue risk to staff or other students.

After passage of the storm:

- The school Incident Commander will rescind the "Duck and Cover" order. o Shelter-In-Place should temporarily be continued.
- The school Incident Commander should deploy staff to do a preliminary damage assessment of campus buildings and facilities, to identify issues that need to be immediately addressed before students and staff are released to move about.
- Based on this assessment the school Incident Commander will:
- Continue "Shelter-In-Place" until campus can be made safe.
- Give the "ALL CLEAR" signal and resume normal school operations.
- Notify parents and initiate the "Student Release" procedure.
- Initiate an the "Off-Campus Evacuation" procedure.

Loss or Failure Of Utilities

UTILITY LOSS OR DAMAGE PROCEDURE

Loss of electricity is the most common utility problem. However, loss of gas, water or sewage disposal may also occur. Utility systems may also suffer damage or failure of related components on the school campus.

LOSS OF UTILITIES

Most often the loss of utilities is a result of failure or damage of utility company infrastructure located off-campus. Interruptions are normally brief, and though inconvenient, result in only minimal disruption of normal school operations. However, some outages can be extensive, so it is important to contact the utility company as soon as failure occurs to find out how long they anticipate an outage might last.

When it appears the outage will not end in a reasonable amount of time, school officials must weigh their options for closing school and sending the students home.

UTILITY SYSTEM DAMAGE OR FAILURE ON CAMPUS

Utility failure or damage on campus can pose serious threats to students or staff:

- Gas leaks may require only a spark to set off an explosion.
- A broken water pipe may cause extensive flood damage to buildings and property.
- Electrical failures cause disruption of needed heating, ventilation, and air conditioning.
- Electrical failure may also result in loss of well water and sewage disposal.
- Broken electrical lines or components may pose a shock hazard to staff or students.

The initial response to any problem with utility systems on campus is to try to identify the source of the problem, isolate the area, and shut off the supply of water, gas or electricity to the affected system component or building. The other, but less desired, approach is to shut down the gas, water or electrical supply to the entire campus.

For these reasons, the school should develop detailed maps that indicate not only the main campus utility shut offs, but shut-offs for individual buildings as well as mechanical equipment such as heating, ventilation, and air conditioning units. These maps should be kept readily available in the school Crisis Response Box.

It is important to recognize that most schools within communities have natural gas piped in from the utility company's underground system. Rural schools, however, may use propane or butane, (also referred to as "bottled gas") which is supplied from a tank on the school campus. In general, there is no difference in emergency procedures for shutting off natural gas versus bottled gas, except that the main shut-off for the bottled gas is located on top of the tank, instead of at a natural gas valve or meter typically supplied through a pipe from the street.

The school Incident Commander and other key school personnel must know which type of system supplies the school and how to shut it off.

UTILITY LOSS OR DAMAGE

EMERGENCY PROCEDURES

Gas Leak - INDOOR:

Upon detecting gas odor, staff shall initiate EVACUATIONof the affected building.

If the fire alarm uses mechanical bells, versus a speaker system, avoid using the fire

alarm as it may create an explosive spark.

DO NOT turn off lights or other electrical equipment which may cause a spark.

Leave doors open to provide ventilation of the building.

The school Incident Commander/designee will call 9-1-1:

Give school name and address.

Give location of gas leak – what building and what's leaking, if known.

Describe best UPWIND access point for emergency responders – driveway/gate.

Indicate that evacuation is underway and stay on the line to provide updates.

The school Incident Commander/designee will notify the natural gas company or bottled gas provider, describe the problem and request a response if appropriate.

The school Incident Commander will determine whether to evacuate other buildings.

Shelter in place may be most appropriate if leak is small and contained to other

building, weather is inclement, etc.

If sheltering in place, SHUT DOWN HVAC systems to keep gas out of buildings!

The school Incident Commander will activate the Utilities Group, or otherwise direct staff to attempt to shut down gas at main shut-off or building shut-off.

Do not reenter the building(s) until fire or utility officials say it is safe Gas Leak - OUTDOOR:

Upon detecting gas odor, staff shall initiate EVACUATIONof the immediate area

Move everyone UPWIND, at least 100', more if leak is major

Post staff to prevent entry to the area

Prevent vehicles, including school service carts, etc. from entering area

Notify the school office/school Incident Commander

The school Incident Commander/designee will call 9-1-1:

Give school name and address.

Give location of gas leak – what area of campus and what's leaking, if known.

Describe best UPWIND access point for emergency responders – driveway/gate.

Request 9-1-1 operator to call Gas Company (they have rapid access).

Stay on the line to provide updates.

The school Incident Commander will determine whether to evacuate buildings.

Shelter in place may be most appropriate way to protect, unless gas is filling

buildings. In that case get everyone moved out and well upwind of leak.

If sheltering in place, SHUT DOWN HVAC systems to keep gas out of buildings!

The school Incident Commander will activate the Utilities Group, or otherwise direct staff to attempt to shut down gas at main shut-off or building shut-off.

Do not allow anyone to reenter the building(s) until fire or utility officials say it is safe!

UTILITY LOSS OR DAMAGE PROCEDURE - continued Electrical System Damage or Failure:

If problem is in, or on, a school building and there is smoke or threat of fire:

Evacuate the building(s).

Close, but do not lock doors.

Notify the school office/Incident Commander.

The school Incident Commander/designee will call 9-1-1:

Give school name and address.

Give location and nature of the electrical problem.

Describe best access point for emergency responders – driveway/gate. ? Indicate if evacuation is underway.

Request 9-1-1 operator to call Electric Company (they have rapid access).

Stay on the line to provide updates.

Incident Commander will determine need to evacuate buildings, if not already done.

Incident Commander will activate the Utilities Group, or otherwise direct staff to attempt to shut down electrical at main shut-off or building shut-off.

Do not reenter the building(s) until fire or utility officials say it is safe.

If problem is outdoors, Incident Commander will direct staff to isolate the area and

stand watch until the power can be shut down.

If school's electrical system is involved, school will be responsible for shutting down power and calling an electrician.

If Utility Company line/equipment is involved, the Utility Company will effect shut-down and repair as needed.

Water/Sewer Line Break

If water leak is in attic or other area where weight or effect of water may cause ceiling or building to collapse, EVACUATE the building.

Notify the school office/school Incident Commander.

The school Incident Commander will activate the Utilities Group, or otherwise direct

staff to attempt to shut down water at main shut-off or building shut-off.

The school Incident Commander will assess situation and determine next step:

Whether to evacuate buildings, if not already done.

Need to remove water, and/or cover/remove contents to protect. ? Need to contact plumber, water removal specialists or others.

Do not allow anyone to reenter the building(s) until fire or utility officials say it is safe!

If problem is outdoors, Incident Commander will direct staff to isolate the area and

stand watch until the leak can be shut down.

Motor Vehicle Crash

Appropriate actions and response procedures are communicated to staff and individuals using the School Incident Command Organizational Chart and following the Safety Plan.

Regardless of the type of emergency that occurs, the initial response by staff and students will almost always include one or more of these four basic "INITIAL ACTIONS:"

1. Duck and Cover
2. Evacuate Building(s)
3. Shelter-In-Place
4. Lock-Down

When there is a sudden loud noise, or other indication that something bad is happening, instinctively the first reaction should be to "Duck and Cover." Then, once the situation becomes clearer, one of the other "Initial Actions" may be implemented.

Although these four basic Initial Actions will suffice for the vast majority of campus emergencies, some emergencies may prompt the school Incident Commander to follow these with additional emergency procedures. Examples of other potential actions include the total evacuation of staff and students to an off-site location, or the release of students to parents. When it is necessary to implement these other actions, the school Incident Commander will provide direction in person or by other means as necessary. Recommended additional actions for some specific emergencies are included in Section V of this Crisis response Plan.

Detailed Duck and Cover, Evacuate, Shelter In Place and Lock Down procedures, and an Initial Actions Poster are located in all rooms – Initial Actions.

Psychological Trauma

In case of psychological trauma, the situation would be evaluated and assessment will be done to determine the appropriate steps would be followed The school psychologist would be involved any type of incident.

Suspected Contamination of Food or Water
The situation would be evaluated by maintenance and superintendent then the appropriate steps would follow according to the safety needs of the students.

Unlawful Demonstration or Walkout
The situation would be evaluated and then the appropriate steps would follow in order to keep all students safe.
Initial Action: Shelter in Place and/or Lock Down, Evacuation/Relocation as needed.

Emergency Evacuation Map

Washington Colony ESD
REGULAR BOARD MEETING February 12, 2019
Tuesday, February 12, 2019
Open Session: 6:30 PM | Closed Session:
Washington Colony Elementary School District
VI.A.8 CSBA Delegate Assembly Elections for Subregion 10-B

Type:
Action

Quick Summary/Abstract:
Consider completing the ballot and vote for the number of vacancies within geographical subregion 10-B.

Attachments:
1. CSBA Delegate Assembly Elections for Subregion 10-B
2. CSBA Delegate Assembly Elections for Subregion 10-B- Contract

WCESD BOARD OF TRUSTEES

ITEM NO. VI.A.8
DATE: February 12, 2019

SUBJECT TITLE: NOMINATIONS FOR CSBA DELEGATE ASSEMBLY

Action ___√___ Discussion _____ Information _____

RECOMMENDATION

Consider completing the ballot and vote for the number of vacancies for CSBA Delegate Assembly within geographical subregion 10-B.

BACKGROUND

CSBA's Delegate Assembly is a vital link in the Association's governance structure. The Delegate Assembly sets the general policy direction for the Association. Working with local districts, county offices, the Board of directors and Executive Committee, Delegates ensure that the Association reflects the interests of school districts and county office of education throughout the state.

The Delegate Assembly is made up of approximately 270+ Delegates who are elected by local board members in 21 geographic regions throughout the state. Some geographic regions have been further divided into subregions.

Delegates serve one-year term beginning April 1, 2018 through March 31, 2019. They meet twice a year to conduct business, and may also meet with the other Delegates and the Director within their region. Furthermore, they participate in CSBA events and they maintain contact with local boards in their region.

CSBA's Region 10 includes the counties of Fresno, Kings, and Madera.

CONSIDERATION

Any CSBA member board is eligible to nominate board members within their geographical region or subregion. Each board may nominate as many individuals as it chooses by using the nomination form or submitting a letter of nomination. All nominees must submit a biographical sketch along with their nomination form; an optional one-page, one-sided resume may also be submitted, but cannot be substituted for the sketch. All nomination materials were postmarked no later than Sunday, January 6, 2019.

The Board will vote for the number of vacancies for CSBA Delegate Assembly within geographical subregion 10-B. (Red Ballot and List of current Delegates attached for your review)

Moved by _____ Second _____

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

Moved by Second

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

California School Boards Association

REQUIRES BOARD ACTION

Due: Fri. Mar. 15 return ballot in enclosed envelope

January 31, 2019

MEMORANDUM

To: All Board Presidents and Superintendents — CSBA Member Boards – **SUBREGION 10-B**
From: Emma Turner, CSBA President
Re: 2019 Ballot for CSBA Delegate Assembly — **U.S. Postmark Deadline is Fri. March 15**

Enclosed is the ballot material for election to CSBA's Delegate Assembly from your region or subregion. It consists of: 1) the ballot (on red paper), the reverse side of which contains the names of ALL current members of the Delegate Assembly from your region or subregion; and 2) the required candidate biographical sketch form and, if submitted, a resume, which will be on the reverse side of the biographical sketch form. In addition, provided is a copy of the ballot on white paper to include with your board agenda. **Only the ballot on red paper is to be completed and returned. It must be postmarked by the U.S. Post Office on or before Friday, March 15, 2019.** ***No exceptions.***

Your Board may vote for up to the number of vacancies in the region or subregion as indicated on the ballot. For example, if there are three vacancies, the Board may vote for up to three candidates. However, your Board may cast no more than one vote for any one candidate. (The ballot also contains a provision for write-in candidates; their name and district must be clearly printed in the space provided.)

The ballot must be signed by the Superintendent or Board Clerk and returned in the enclosed envelope; if the envelope is misplaced, you may use your district's stationery. Please write **DELEGATE ELECTION** prominently on the envelope along with the region or subregion number on the bottom left corner of the envelope (this number appears at the top of the ballot).

If there is a tie vote, a run-off election will be held. All re-elected and newly elected Delegates will serve two-year terms beginning April 1, 2019 – March 31, 2021. The next meeting of the Delegate Assembly takes place on Saturday, May 18 and Sunday, May 19 at the Hyatt Regency in Sacramento. The names of all Delegates will be available on CSBA's website no later than Monday, April 1. Please do not hesitate to contact CSBA's Executive Office at (800) 266-3382 should you have any questions.

Encs: Ballot on red paper and watermarked "copy" of ballot on white paper
List of all current Delegates on reverse side of ballot (red paper and white paper)
Candidate(s)' required Biographical Sketch Forms and resumes, if provided
CSBA-addressed envelope to send back ballots

REQUIRES BOARD ACTION

This complete, ORIGINAL Ballot must be SIGNED by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked no later than Friday, MARCH 15, 2019. Only ONE Ballot may be cast. Exercise votes by placing an "X" in the box.

REGION 10 – 15 Delegates (11 elected/4 appointed◈)

REQUIRES BOARD ACTION

This complete, **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the post office No later than **FRIDAY, MARCH 15, 2019**. Only ONE Ballot per Board. Be sure to mark your vote "X" in the box.
A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.

OFFICIAL 2019 DELEGATE ASSEMBLY BALLOT
SUBREGION 10-B
(Fresno County)

Number of vacancies: 4 (Vote for no more than 4 candidates)

Delegates will serve two-year terms beginning April 1, 2019 - March 31, 2021

**denotes incumbent*

☐ Daniel Babshoff (Kerman USD)*

☐ William (Bill) Johnson (Clay Joint ESD)*

☐ Connie Kee Schlaefer (Sierra USD)

☐ Kathy Spate (Caruthers USD)*

☐ G. Brandon Vang (Sanger USD)

_____ _____
Provision for Write-in Candidate Name *School District*

_____ _____
Signature of Superintendent or Board Clerk *Title*

_____ _____
School District Name *Date of Board Action*

See reverse side for list of all current Delegates in your Region.

REGION 10 – 15 Delegates (11 elected/4 appointed◈)

Director: Susan Markarian (Pacific Union ESD)

Below is a list of all the current Delegates with expired terms from this Region.

Subregion10-A (Madera, Mariposa)
Barbara Bigelow (Chawanakee USD), term expires 2019

Subregion10-B (Fresno)
Daniel Babshoff (Kerman USD), term expires 2019
Darrell Carter (Washington USD), term expires 2020
Gilbert Coelho (Firebaugh-Las Deltas USD), term expires 2020
Valerie Davis (Fresno USD)◈, appointed term expires 2019
Brian Heryford (Clovis USD)◈, appointed term expires 2021
William (Bill) Johnson (Clay ESD), term expires 2019
Carol Mills (Fresno USD)◈, appointed term expires 2020
Elizabeth (Betsy) Sandoval (Clovis USD)◈, appointed term expires 2020
Kathy Spate (Caruthers USD), term expires 2019
Vacant, term expires 2019
Vacant, term expires 2020
Vacant, term expires 2020

Subregion10-C (Kings)
Teresa Carlos-Contreras (Kings River-Hardwick Union ESD), term expires 2020

County Delegate:
Sara Wilkins (Madera COE), term expires 2020

Counties

Madera, Mariposa (Subregion A)
Fresno (Subregion B)
Kings (Subregion C)

2019 Delegate Assembly Candidate Biographical Sketch Form

DUE: Monday, January 7, 2019 – no late submissions accepted

Please complete, sign, and date this required ONE-page candidate biographical sketch form. An optional, ONE-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and do not re-type this form. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: D – C RU Babshoff ***Date:*** 12/09/2018

Name: Daniel Babshoff CSBA Region & subregion #: 10-B

District or COE: Kerman Unified School District Years on board: 8

Profession: Small Business Owner Contact Number (please √ ☒ Cell ☐ Home ☐ Bus.): 559-246-8507

*Primary E-mail: daniel.babshoff@kermanusd.com

(*Communications from CSBA will be sent to primary email)*

Are you an incumbent Delegate? ☒ Yes ☐ No | If yes, year you became Delegate: 2013

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly. (Character count limit: 700)

As a Delegate for the past 6 years, it is pivotal to continue working diligently within the foundation that CSBA has laid, to use what we have learned and persevere through the challenges that lie ahead to keep public education at the forefront. I want to be a Delegate Member because it gives me great strength within my district to be able to represent not only my district but children for decades to come. I am active within the Delegate Assembly and not just a body in a seat. I am vocal and help motivate those that need that extra push to advocate for our kids. I have great relationships with my elected officials and help them understand how their actions impact public education.

Please describe your activities and involvement on your local board, community, and/or CSBA. (Character count limit: 700)

I am a member of the Fresno County School Trustees Association and serve as an officer. I am a member on the Fresno County Committee on School District Organization. I am involved with Kerman's Facilities Committee, the Kerman Unified Education Foundation, FFA and 4H. I mentor groups for young children and volunteer for sports boosters, community events and church activities. I am visible throughout our community.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it? (Character count limit: 700)

In my opinion, the biggest challenge facing governing boards is finance. To be the 5th largest economy in the world and the 41st in per pupil funding is certainly upside down thinking. Yet Prop 39 has become a ceiling not a floor. If you could imagine what school districts could do with an increase in Local Control Funding and consistent, equitable funding, how much our kids would excel and how healthy our schools would be. CSBA can address it, however, it goes further to have communities rise up and not only let our elected officials know what our needs are but help them understand those needs and how they can help. CSBA has started Grass Roots Legislature and we need to be the voice of it.

E-mail: nominations@csba.org, or fax to (916) 371-3407, or US Mail to: CSBA | Attn: Executive Office | 3251 Beacon Blvd., West Sacramento, CA 95691. Please only submit biosketch form via one of these modes only; do not send multiple times. If you have any questions, please contact the Executive Office at (800) 266-3382.

2019 Delegate Assembly Candidate Biographical Sketch Form

DUE: Monday, January 7, 2019 – no late submissions accepted

Please complete, sign, and date this required ONE-page candidate biographical sketch form. An optional, ONE-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and do not re-type this form. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: William E Johnson ***Date:*** 12/11/2018

Name: William Johnson

CSBA Region & subregion #: 10 B

District or COE: Clay Joint Elementary School District

Years on board: 16

Profession: Retired Educator Contact Number (please √ ■ Cell ☐ Home ☐ Bus.): 559-352-6288

*Primary E-mail: wejohnson2012@gmail.com

(*Communications from CSBA will be sent to primary email)*

Are you an incumbent Delegate? ■ Yes ☐ No | If yes, year you became Delegate: 2017

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly. (Character count limit: 700)

I have devoted 35 years as an educator for the youth of both Kern and Fresno Counties. First in a secondary education, 20 years as a teacher in the fields of Industrial Arts, Special Education and coaching. For the last 15 years I have been an Administrator for Court and Community schools for the Fresno County Superintendent of Schools as a Director for At-Risk Youth. I have been fortunate to have worked with great County Superintendents such as Dr. Mehas, Larry Powell, and Jim Yovino. Under the Administration of these men, I have been assigned Directorships of the FCSS's ROP for Court and Community, State and Federal Categorical, Title I funds; along with additional resposibilities.

Please describe your activities and involvement on your local board, community, and/or CSBA. (Character count limit: 700)

I have served as Trustee for the Clay Joint Elementary School Dsitrict for the past 16 years and on the Clay School Foundation Commitee since it's inception in 1997. We as a school board have had the priviledge of attending every Annual State Board Conference. I am a graduate of the Masters in Governance sponcered by CSBA.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it? (Character count limit: 700)

Career Tech. Education, school budgets, facilities, safety, technology, parent involvement, Special Education, Foster Youth and At-Risk Youth of our communities.

E-mail: nominations@csba.org, or fax to (916) 371-3407, or US Mail to: CSBA | Attn: Executive Office | 3251 Beacon Blvd., West Sacramento, CA 95691. Please only submit biosketch form via one of these modes only; do not send multiple times. If you have any questions, please contact the Executive Office at (800) 266-3382.

csba
California School Boards Association

2019 Delegate Assembly Candidate Biographical Sketch Form

DUE: Monday, January 7, 2019 – no late submissions accepted

Please complete, sign, and date this required ONE-page candidate biographical sketch form. An optional, ONE-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and do not re-type this form. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: C. Schlaefer ***Date:*** Dec 3, 2018

Name: Connie Kee Schlaefer

CSBA Region & subregion #: 10-B

District or COE: Sierra Unified School District

Years on board: 6

Profession: Retired Military Contact Number (please √ ■ Cell ☐ Home ☐ Bus.): 559-905-8372

*Primary E-mail: cschlaefer@sierrausd.org

(*Communications from CSBA will be sent to primary email)*

Are you an incumbent Delegate? ☐ Yes ■ No | If yes, year you became Delegate:

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly. (Character count limit: 700)

I have been impressed by what CSBA does to help school board members do a better job. From advocacy at the state level, to professional development, to policy help, the impact that CSBA has had on our district has been tremendous. I would like to be a more active part of this mission, helping to represent our Fresno region.

Please describe your activities and involvement on your local board, community, and/or CSBA. (Character count limit: 700)

In my six years on the board, I have served as board president, vice president, governance sub-committee member, and CTE subcommittee member. I have also been a part of CCEE/CSBA's Professional Learning Network focused on helping board members understand and effectively use the LCAP process. This experience, working with other districts, has been enlightening and rewarding, and I would like to further that learning and engagement by getting involved as a delegate.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it? (Character count limit: 700)

The biggest challenge is keeping up with an accelerating need for 21st Century citizens. Practically speaking, this becomes a matter of keeping aware of where our students are headed, and being able to match the resources to get our students prepared. CSBA has done a tremendous job of illustrating the need for full and fair funding, keeping the focus strong on this issue, and providing tools to help us make this case locally. Keeping our members up to date on this next change in state administration will be another vital service from CSBA during the next year in particular. Communication will be key!

E-mail: nominations@csba.org, or fax to (916) 371-3407, or US Mail to: CSBA | Attn: Executive Office | 3251 Beacon Blvd., West Sacramento, CA 95691. Please only submit biosketch form via one of these modes only; do not send multiple times. If you have any questions, please contact the Executive Office at (800) 266-3382.



Connie Kee Schlaefer

Trustee, Sierra Unified School District

Prather, CA

Objective: To serve as a representative of local schools at the state level, and to bring a greater knowledge of state happenings back to the local level.

Skills and Abilities: I served for 24+ years in the Air Force, primarily as an engineer in space systems. During that time, I managed multi-million dollar facilities and budgets, so I developed a strong sense of resource management and attention to detail. I have educational experience as an Air Force Academy faculty member—teaching and mentoring tomorrow's leaders. I am a reader, a planner, and a researcher. I place a lot of value on listening before speaking. I have a strong technical background, and a passion for K-12 education.

Contact Info:

cschlaefer@sierrausd.org

559-905-8372

Career Highlights:

- Member, SUSD Board of Trustees
- Homemaker and full-time Mom to twin daughters
- Deputy Head, Dept. of Engineering Mechanics, USAF Academy
- Commander, Edwards Research Site, Propulsion Directorate, AF Research Lab
- Executive Officer, 377 Air Base Wing, Kirtland AFB, NM
- Chief, Space Launch Range Oper. Test & Eval, HQ AFOTEC, Kirtland AFB, NM
- Spacecraft Launch Controller, 2nd Space Launch Sqdn, Vandenberg AFB

Education:

- Ph.D., Engineering Science & Mechanics, The Pennsylvania State University, 2003
- M.S., Mechanical Engineering, UC Santa Barbara, 1993
- B.S., Engineering Mechanics, Minor: Russian, USAF Academy, 1988

Volunteer Activities:

- Secretary, SES and FES Boosters
- Secretary, SES and FES School Site Councils
- Tutor, SHS Learning Center
- Database Manager, Volunteers in Public Service (VIPS)
- Chair, Yes for Measure O school bond campaign
- Board member, The Sierra Foundation
- Board member and Treasurer, Friends of the Auberry Library (FOAL)
- Co-Host, Foothill Elementary Rocketry Club
- Host, Foothill Elementary Computer Club

2019 Delegate Assembly Candidate Biographical Sketch Form

DUE: Monday, January 7, 2019 – no late submissions accepted

Please complete, sign, and date this required ONE-page candidate biographical sketch form. An optional, ONE-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and do not re-type this form. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: Kathy Spate ***Date:*** Nov. 13/2018

Name: Kathy Spate

CSBA Region & subregion #: 10B

District or COE: Caruthers Unified School District

Years on board: 22

Profession: Retired

Contact Number (please √ ☐ Cell ■ Home ☐ Bus.): 559-896-1197

*Primary E-mail: kbspate@hotmail.com

(*Communications from CSBA will be sent to primary email)*

Are you an incumbent Delegate? ■ Yes ☐ No | If yes, year you became Delegate: 2005

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly. (Character count limit: 700)

I would like to continue to serve as a Delegate for Region 10. During my time as a Delegate I have strived to represent the students in our Region. Recently I did this by serving on CSBA's Nominating Committee as a member and then as the Chair. The important work done by this committee helps set the criteria for the leaders of CSBA. I plan to continue to share the needs and concerns of our Region's districts with my fellow Delegates and advocate with our legislators for full and fair funding for our schools.

Please describe your activities and involvement on your local board, community, and/or CSBA. (Character count limit: 700)

Caruthers High School: **Board Member** - 1996 to 1998
Caruthers Unified School District: **Board Member** - 1998 to present -- Board Clerk - 1998 to 2005, 2013- present -- President - 2006 -2007
Fresno County Trustees Association: **Member** - 1996 to present -- **Board of Directors** - 1998 to present - President - 2004 - 2005 - 2014
CSBA: **Delegate**: 2005- present -- Annual Conference Committee: 2011, 2012, 2013 -- Nominating Committee: Member 2016 - Chair 2017
Golden Bell Award Validator - Small Schools Council - Masters in Governance - Attendee

What do you see as the biggest challenge facing governing boards and how can CSBA help address it? (Character count limit: 700)

The biggest challenge for every governing board is lack of funding. Across the state districts do amazing things with the limited funding we receive, but district need more. Our students deserve funding that matches California's robust economy. CSBA can continue to advocate for additional funding by encouraging Delegates and board members across the state to lobby our local representatives in Sacramento regarding increased funding.

E-mail: nominations@csba.org, or fax to (916) 371-3407, or US Mail to: CSBA | Attn: Executive Office | 3251 Beacon Blvd., West Sacramento, CA 95691. Please only submit biosketch form via one of these modes only; do not send multiple times. If you have any questions, please contact the Executive Office at (800) 266-3382.

2019 Delegate Assembly Candidate Biographical Sketch Form

DUE: Monday, January 7, 2019 – no late submissions accepted

Please complete, sign, and date this required ONE-page candidate biographical sketch form. An optional, ONE-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and do not re-type this form. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: _____ **Date:** January 4, 2019

Name: G. Brandon Vang

CSBA Region & subregion #: 10B

District or COE: Sanger Unified School District

Years on board: 2

Profession: Farmer

Contact Number (please √ ☐ Cell ☒ Home ☐ Bus.): 559-369-7429

*Primary E-mail: brandon_vang@sanger.k12.ca.us

(*Communications from CSBA will be sent to primary email)

Are you an incumbent Delegate? ☐ Yes ☒ No | If yes, year you became Delegate: ____

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

As a member of the Delegate Assembly, I will be representing my region's interests in setting statewide policies affecting all school districts and county of education offices. I will be a voice for all Central Valley school districts, students, and parents.

Having won a competitive school board election two years ago has given me an understanding and appreciation of the critical educational issues affecting this area. Furthermore, as a Trustee and a parent of 2 recent high school graduates and 3 current students, I have first-hand knowledge budget shortfalls and surpluses and how it can impact local school district's ability to provide a comprehensive financial plan.

Please describe your activities and involvement on your local board, community, and/or CSBA.

Having 3 current students enrolled in the local school district which I served has given me a unique insight as a Trustee. Every decision I made have and will continue to affect every employee, parent, and student in this district. Therefore, I tried to engage parents every opportunity I have and asked them for their opinions as to their vision and direction of the district. Additionally, annual parent survey results are helpful as to how parents feel about the status of the district. Lastly, the personal training I received and the shared training experiences of my colleagues through CSBA courses has greatly enhanced my understanding to govern locally, while anticipating future directions of CSBA and budget dynamics of the governor's office.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

There are many challenges facing public education in this state in today's 21st century. However, the biggest challenge I see facing local governing school boards and public education is the lack of funding for early education or grammar school. I believed if CA is going to continue to be the 6th largest economy in the world, it will have to prepare and produce the workforce necessary to sustain this economy. This means we must invest much more in early childhood education and continue to give each student the training and support, in terms of finance and curriculum choices, necessary to compete in today's global market economy.

E-mail: nominations@csba.org, or fax to (916) 371-3407, or US Mail to: CSBA | Attn: Executive Office | 3251 Beacon Blvd., West Sacramento, CA 95691. Please only submit biosketch form via one of these modes only; do not send multiple times. If you have any questions, please contact the Executive Office at (800) 266-3382.

Washington Colony ESD
REGULAR BOARD MEETING February 12, 2019
Tuesday, February 12, 2019
Open Session: 6:30 PM | Closed Session:
Washington Colony Elementary School District
VI.B Personnel/Students

Type:
Action

Washington Colony ESD
REGULAR BOARD MEETING February 12, 2019
Tuesday, February 12, 2019
Open Session: 6:30 PM | Closed Session:
Washington Colony Elementary School District
VI.B.1 Interdistrict Attendance Permits

Type:
Action

Quick Summary/Abstract:
Ratify action on Interdistrict Attendance Permit for the 2018-19 school year.

Attachments:
1. Interdistrict Attendance Permits

WCESD BOARD OF TRUSTEES

ITEM NO. VI.B.1
DATE: February 12, 2019

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 district
8. When the student will be living out of the district for one year or less

Moved by Second

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

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:_____

Washington Colony ESD
REGULAR BOARD MEETING February 12, 2019
Tuesday, February 12, 2019
Open Session: 6:30 PM | Closed Session:
Washington Colony Elementary School District
VI.C Curriculum/Instruction/Assessment

Type:
Action

Attachments:
1. Curriculum/Instruction/Assessment

WCESD BOARD OF TRUSTEES

ITEM NO. VI.C.1
DATE: February 12, 2019

SUBJECT TITLE: CURRICULUM/INSTRUCTION/ASSESSMENT

Action ___√___ Discussion _____ Information _____

RECOMMENDATION
Approve the Low-Performing Students Block Grant Plan.

BACKGROUND
Late in 2018, the CDE released the first apportionment of the funds for recipients of the Low-Performing Students Block Grant. This grant is available to local educational agencies (LEAs) with students identified as low-performing on the 2016-17 administration of the California Assessment of Student Performance and Progress (CAASPP) and who are not otherwise identified for supplemental grant funding under the Local Control Funding Formula or eligible for Special Education services.

CONSIDERATION
All LEAs using funds from the Low-Performing Students Block Grant must adopt a plan that describes how the funds will be used to increase the academic performance of students that generated the funds and how the effectiveness of services will be measured. Funds shall be used for-evidence-based services that directly support pupil academic achievement, such as professional development activities for certificated staff, instructional materials or additional supports for pupils (LPSBG Plan is attached for your review)

FINANCIAL IMPACT:

Grant Amount: $15,808.16

Moved by Second

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

Moved by Second

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

Washington Colony ESD
REGULAR BOARD MEETING February 12, 2019
Tuesday, February 12, 2019
Open Session: 6:30 PM | Closed Session:
Washington Colony Elementary School District
VI.C.1 Low-Performing Students Block Grant Plan

Type:
Action

Quick Summary/Abstract:
Approve the Low-Performing Students Block Grant Plan.

Attachments:
1. Low-Performing Students Block Grant Plan

Washington Colony Elementary School
Low-Performing Students Block Grant Plan
2019-2020
2020-2021

2019-2021 Focus:

1. LCAP 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)

Summary for funds implementation:

- Training and Support for the Full implementation and purchase of online Software License **STAR Math** and **Accelerated Math (AM) Supplemental programs including equipment, instructional materials and supplies**
- Compensation for Teachers for after school tutoring and developing Backwards mapping of Units with existing Benchmark Assessments **Strengthen Math Support**-- systemic support grades 3rd – 8th
- Teacher and Administrators Training in Mathematics and Conference Attendance in order to Strengthen **Math Tutoring Program/Supports and Intervention Program**
- **Closing the achievement gap for the following student groups: Low-Performing Students not identified for supplemental grant or Special Education Services**
- **Creating MATH Assessments and Managing Data** Training with Illuminate ED management tool in order to drive instruction around **Technology Integration**

STAR MATH and Accelerated Math Effectiveness to be measured by Evidence –Based Services:

- STAR MATH Baseline Diagnostic Assessments administered beginning of the school year 2019-20
- Administer STAR MATH Assessment at the End of Each Trimester.
- Provide Daily AM Supplemental Classroom Instructional Intervention Opportunities to fill in the Math Skills gaps and Math Concept Development
- 2019, 2020 and 2021 CAASPP Data will be evaluated in order to measure Low-Performing students Growth in Mathematics

MATH Support

- Support Low-Performing Math Students-Writing Performance Tasks
  - 3rd - 8th grades only: Work on persevering through performance task: working with 3rd – 8th 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 (Interim Block Assessments from SBAC) Pacing and supplemental resources that need to be in place.
- Coaching for mathematics teachers and identify Math Conference Attendance. Content-specific support instruction, curriculum and implementation and Benchmark development.

Washington Colony ESD
REGULAR BOARD MEETING February 12, 2019
Tuesday, February 12, 2019
Open Session: 6:30 PM | Closed Session:
Washington Colony Elementary School District
VII Adjournment

Type:
Action