**Washington Colony ESD**
Published: May 10, 2019 04:24 PM
**REGULAR BOARD MEETING May 14, 2019 Board Packet**
Tuesday, May 14, 2019
Open Session: 6:30 PM | Closed Session:
Washington Colony Elementary School District
130 E. Lincoln Avenue, M-5, 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 BOARD 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 May 14, 2019 Regular Board Meeting.*

B. **Adopt Minutes**

1. **April 9, 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. **Math Club- Presentation****

2. **Board History*- J. Cruz**

3. **Financial Report(s)***

4. **WC New Building Project Timeline update** M. Scott**

5. **Preschool- Agency Annual Report****

6. **Superintendent's Report****

**Quick Summary/Abstract:**

*a) Bus Replacement update***
*b) Easton Community Water System Authority Project Update***

B. **Personnel/Students**

1. **ADA/Enrollment Report***

2. **Suspension Report**- E. Diaz**

3. **8th Grade Promotion Ceremony Update**- J. Cruz**

**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. **Warrants**

**Quick Summary/Abstract:**

*Review and Ratify Warrants paid for the period April 1 – April 30, 2019.*

2. **Contract/ FCSS School Psychologist Services Agreement, 2019-20**

**Quick Summary/Abstract:**

Approve the FCSS School Psychologist Services Agreement for 2019-20.

3. **Contract/ FCSS Behavioral Health Services Agreement, 2019-21**

**Quick Summary/Abstract:**

*Approve the FCSS Behavioral Health Services Agreement for 2019-20.*

4. **Contract/ Goodfellow Occupational Therapy, Inc. Service Agreement 2019-20**

**Quick Summary/Abstract:**

*Approve the Goodfellow Occupational Services Agreement for special education services and occupational therapy.*

5. **Contract/ 6th Grade Camp- Sierra Outdoor School 2019-20**

**Quick Summary/Abstract:**

*Approve the 6th grade Camp-Sierra Outdoor proposal agreement 2019-20.*

6. **Contract/ SchoolPointe Website Provider Services Agreement 2019-22**

**Quick Summary/Abstract:**

*Approve SchoolPointe services agreement for the school website provider*

7. **Regular Board Meeting for July 2019**

**Quick Summary/Abstract:**

*Cancel the July 9, 2019 Regular Board Meeting.*

B. **Personnel/Students**

1. **Retirement**

**Quick Summary/Abstract:**

*Ratify Superintendent's acceptance of retirement from Loanna Kozera; Instructional Aide (Part- time).*

2. **Interdistrict Attendance Permits**

**Quick Summary/Abstract:**

*Ratify action on Interdistrict Attendance Permit for the 2019-20 school year.*

C. **Curriculum/Instruction/Assessment**

1. **Adoption of Science Textbook Materials**

**Quick Summary/Abstract:**

*Consider Adoption of K-8 Textbook Materials for Science CA NGSS Standards.*

2. **Summer School Program**

**Quick Summary/Abstract:**

*Approve the two-week Summer School Program; June 10 – 21, 2019.*

3. **Illuminate Education**

**Quick Summary/Abstract:**

*Approve the Illuminate Education Contract for 2019-2022.*

VII. **Closed Session**

**Quick Summary/Abstract:**

The Board will meet in closed session pursuant to:

*Government Code* section 54957
**PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
**Title: Superintendent**

VIII. **Reconvene**

IX. **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 May 14, 2019
Tuesday, May 14, 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 May 14, 2019
Tuesday, May 14, 2019
Open Session: 6:30 PM | Closed Session:
Washington Colony Elementary School District
**II Roll Call**

**Type:**
Procedural

**Washington Colony ESD**
REGULAR BOARD MEETING May 14, 2019
Tuesday,  May 14, 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 May 14, 2019
Tuesday,  May 14, 2019
Open Session: 6:30 PM | Closed Session:
Washington Colony Elementary School District
**IV Routine Items**

**Type:**

**Washington Colony ESD**
REGULAR BOARD MEETING May 14, 2019
Tuesday, May 14, 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 May 14, 2019 Regular Board Meeting.*

**Attachments:**
1. Approved Agenda- May

**WCESD BOARD OF TRUSTEES**

ITEM NO. IV.A
DATE: May 14, 2019

**SUBJECT TITLE:** APPROVE AGENDA

Action ___√___ Discussion _____ Information _____

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**RECOMMENDATION**
Approve agenda for the May 14, 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 May 14, 2019
Tuesday, May 14, 2019
Open Session: 6:30 PM | Closed Session:
Washington Colony Elementary School District
**IV.B Adopt Minutes**

**Type:**
Action

**Attachments:**

1. Adopt Minutes- May
2. Adopt Minutes

**WCESD BOARD OF TRUSTEES**

ITEM NO. IV.B.1
DATE: May 14, 2019

**SUBJECT TITLE:** ADOPT MINUTES

Action ___√___ Discussion _____ Information _____

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**RECOMMENDATION**

Adopt minutes of the April 9, 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: Apr 05, 2019 05:36 PM

**Minutes for REGULAR BOARD MEETING April 9, 2019**

Tuesday, April 9, 2019

Open Session: 6:30 PM | Closed Session:

Washington Colony Elementary School District

**Attendance:**

| Attendees | Present/Absent | Arrival | Departure |
|---|---|---|---|
| **Board Members** | | | |
| Gary Chavez | Present | 6:30 PM | 8:57 PM |
| Pete Mathew | Present | 6:30 PM | 8:57 PM |
| Rene Mendoza | Present | 6:30 PM | 8:57 PM |
| Stephanie Martinez Morris | Present | 6:30 PM | 8:57 PM |
| James Dack | Present | 6:30 PM | 8:57 PM |

I. Call to Order

**Minutes:**

Mr. Cruz, the Superintendent, Mrs. Diaz Administration Principal, and Miss. Rodriguez Financial Director.

**Votes:**

Motion: Call meeting to Order at 6:30 pm by Board President, Gary Chavez.

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

II. Roll Call
**Minutes:**
All Board members present.

**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:**
Led by: Rene Mendoza

IV. Routine Items

A. Approve Agenda
**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

B. Adopt Minutes
**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

1. March 12, 2019 Regular Board Meeting

C. Public Comment/Board Comment
**Minutes:**
There where no public comments.
Board Comments:
Rene Mendoza: He like the new set up of the board tables facing the smart board.
Mr. Cruz: Added that new Chromebooks for board members during the meeting were provided. Mr. Cruz added that the new set up was Gary's idea.

D. Correspondence
**Minutes:**

There where no Correspondence.

V. Reports/Discussion/Information

A. Administration/Business/Governance

1. Board History- J. Cruz
**Minutes:**
The board reviewed excerpts from the minutes of meetings held April 8, 1969, and April 12, 1994

2. Financial Report(s)*
**Minutes:**
Cash and County Treasury Report for March 2019- Written Report

3. WC New Building Project Timeline update** M. Scott
**Minutes:**
The presenter is Mike Scott, The funding for the new construction, the district's grant was agreed for the facilities, the district is to receive 1.26 million, unfortunately, the district has gone back and forth with the state, and the district is not eligible for full amount a break down of site is developed. It was suggested to go out to get bids to see what the cost are and determine what district would have to pay. A timeline was developed to help the district, and the application was done and submitted in January, this determined who was going to be selected. The first item is full-day kindergarten, and the announcement for funding is April/ May. There is a 1.8 million from state bond coming up in April/ May. It is recommended for the district to start getting bid's Mid May so construction can begin in the summer (August) and be completed in May of next school year. Bids are good for 90 days. This is just a guideline for the next few months. Per Mr. Chavez, a special board meeting in July if the board is in agreement, it will need to be discussed further. Per Mike Scott my office is eager to get bids, the lowest bidder is the one district should go with on construction.

4. Quarterly Report on Williams Uniform Complaints*
**Minutes:**
The quarterly report is for April with no complaints reported.

5. Superintendent's Report**

**Minutes:**

LCAP Input Presentation: There are 3 goals

1. Strategic Plan ELA/Math/ELD,
2. School Climate and Maintenance Facilities.
3. Stakeholder Engagement for Parents.

There where meetings held with all the stakeholders, DELAC, Classified and teachers, school site council members, Leadership committee, and student council members. Progress has been made in Math and ELA. Overall Washington Colony is the 2nd highest growth in ELA and Math out of 32 districts. Today there was a SBAC Rally for 3rd-8th students to get motivated for testing after spring break and those students who scored Met or exceeded from last year's score received a certificate, T-Shirt and those who exceeded received a medal, a banner with the students name of those who met or exceeded in ELA/ Math it will displayed in the cafeteria. The area of growth is absenteeism, informing parents and teachers the importance of coming to school. In the dashboard if a district is red for two years in a row the district becomes CSI status. There are color apples green: 9 or less absences, Orange apples; 10 to 17 absences and Red apples with 18 or more absences. The excused and unexcused absences, the red absences Mrs. Diaz and truancy officer do home visits and set SARB meetings. We have a music and PE teacher, chromebooks district wide, a library with bilingual books for students, White and smart boards in every classroom, PD for teachers. Coaching is here side by side with the teachers and they modeled for teachers. Parent workshop/ EL students recognition update is tomorrow at 6:00 pm, these students have been reclassified .

Easton Community Water System Authority Project Update: The big well construction has been completed at Washington USD. The water lines are being chlorinated and replacing the pump line. Once the pump gets installed in Washington Colony they will connect with Washington USD.

6. Behavioral Health Services Information**

**Minutes:**

This is service that will be provided for our families by FCOE clinicians for mental health for all 32 districts a program called " All For Youth" This is where children's behavioral health needs are met. They will be working with the schools to provide support for students at the homes, school parents and even during summer break. The only requirement for schools is to provide space for confidentiality. They are paid through Medi-Cal insurance. This will be presented to parents at open house and back to school night.

7. Summer School Program Update**

**Minutes:**

Summer school for this school year will start June 10th- June 21st which this year After- School Program will have the same dates as summer school. The focus will be ELA/ Math / AR/ Technology, there will be 7 teachers and 1 instructional aide the funding will be out of Title 1.

B. Personnel/Students

1. ADA/Enrollment Report**

**Minutes:**

464 ADA for this year

2. Suspension Report*

**Minutes:**

None to report.

VI. Action Items

A. Administration/Business/Governance

1. Warrants

**Minutes:**

Review and Ratify Warrants paid for the period March 1- March 31, 2019

**Votes:**

Motion:

Motion By: Rene Mendoza Seconded By: Stephanie Martinez Morris

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

Result: PASSED

2. Policy Adoption
**Minutes:**
BP 5030 Student Wellness

**Votes:**
Motion:

Motion By: Stephanie Martinez Morris Seconded By: Rene Mendoza

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

Result: PASSED

3. Contract/ Decorator Draperies Services Proposal Stage Curtains
**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

4. Grant Agreement
**Minutes:**
Minutes:
OPSC, Washington Colony New Construction

**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

5. CSBA Delegate Assembly Elections for Subregion 10-B
**Minutes:**
There is a runoff and the person selected is Vang from Sanger.

**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

B. Personnel/Students

1. Resignation

**Minutes:**

This is very hard to see Mrs. Ervin leave Washington Colony but she will be near home and closer to her family.

**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

2. Interdistrict Attendance Permits

**Votes:**

Motion:

Motion By: Rene Mendoza Seconded By: Stephanie Martinez Morris

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

Result: PASSED

C. Curriculum/Instruction/Assessment

1. Declaration of Need for Fully Qualified Educators
**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

VII. Closed Session
**Minutes:**
The Board met in closed session beginning at 8:34 pm pursuant to:

**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

VIII. Reconvene

**Minutes:**

The board reconvened at 8:57 pm

Minutes: Nothing to Report out.

**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

IX. Adjournment

**Minutes:**

The meeting was adjoured at 8:58 pm.

**Votes:**

Motion:

Motion By: Rene Mendoza Seconded By: Stephanie Martinez Morris

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

Result: PASSED

**Washington Colony ESD**
REGULAR BOARD MEETING May 14, 2019
Tuesday, May 14, 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- May

**WCESD BOARD OF TRUSTEES**

ITEM NO. IV.C
DATE: May 14, 2019

**SUBJECT TITLE:** PUBLIC COMMENT/BOARD COMMENT

Action _____ Discussion ___√___ Information _____

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**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 May 14, 2019
Tuesday, May 14, 2019
Open Session: 6:30 PM | Closed Session:
Washington Colony Elementary School District
**IV.D Correspondence**

**Type:**
Informational

**Washington Colony ESD**
REGULAR BOARD MEETING May 14, 2019
Tuesday, May 14, 2019
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Washington Colony Elementary School District
**V Reports/Discussion/Information**

**Type:**

**Washington Colony ESD**
REGULAR BOARD MEETING May 14, 2019
Tuesday,  May 14, 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 May 14, 2019
Tuesday,  May 14, 2019
Open Session: 6:30 PM | Closed Session:
Washington Colony Elementary School District
**V.A.1 Math Club- Presentation****

**Type:**

**Washington Colony ESD**
REGULAR BOARD MEETING May 14, 2019
Tuesday, May 14, 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 May
2. May 1994- History
3. May 1969- History

**WCESD BOARD OF TRUSTEES**

ITEM NO. V.A.2
DATE: May 14, 2019

**SUBJECT TITLE:** BOARD HISTORY

Action _____ Discussion _____ Information ___√___

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## 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

"It is important for all of us to appreciate where we come from and how that history has really shaped us in ways that we might not understand."

~Sonia Sotomayor

Excerpts from the minutes of meeting held May 13, 1969 and May 10 1994; follow for your review.

# WASHINGTON COLONY SCHOOL DISTRICT

**REGULAR BOARD MEETING**
Tuesday, May 10, 1994
Library - 7:00 p.m.

**MINUTES**

## 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 of the May 10, 1994 Regular Board Meeting was approved on a motion by Pete Mathew, seconded by Ted Davis. (Unanimous)

### *4.2. Adopt Minutes*

The minutes of the April 12, 1994 Regular Board Meeting were approved on a motion by Liz Faccinto, seconded by Ted Davis. (Unanimous)

### *4.3. Board Recognitions*

The Board recognized Wallene Hawkins for passing the MSAT and Roxanne Garrigus, Gayle Peterson, Annie Lokrantz, and Jeannette Brown for completing the California Literature Project.

### *4.4. Public Comment*

None.

### *4.5. Board Comment*

Pete Mathew requested that there be more detail in the reports/discussion/information section of the minutes.

### *4.6. Correspondence*

Letter from Rick Martin, Director, District Financial Services, dated May 5, 1994; Subject: Positive Certification

Thank you note from Sue Ruiz

## 5. Reports/Discussion/Information (Blue Section)

### *5.1. Curriculum and Instruction*

#### 5.1.1. California Literature Project (Staff Presentation)

Gayle Peterson, Annie Lokrantz, and Jeannette Brown made a presentation to the Board outlining their experiences in the California Literature Project. The CLP is designed to provide strategies for improving delivery of instruction in the classroom. Samples of activities designed to involve students in literature were shared.

### 5.1.2. Orton-Gillingham Phonics (Staff Presentation)

The Board reviewed a recommendation for implementation of the Orton-Gillingham Phonics Program for the 1994-95 school year. Linda Demant and Sue Ruiz addressed issues and concerns regarding the program. Staff training will take place during the summer. The adoption of the Program will be formalized through a resolution to be presented to the Board at a future meeting.

### 5.1.3. Chapter 1 Summer School (Staff Presentation)

A Chapter 1 Summer School Program will be offered to students in grades 1-3. Priscilla Dack, Charlene Pestorich, and Becky Mitchell will utilize a multi-aged grouping format for instruction.

### 5.1.4. Trimester Reporting Periods (Staff Presentation)

The Board discussed a proposal to utilize trimester (12-week) reporting periods for grades 6-8 during the 1994-95 school year.

### 5.1.5. Enrollment Report

Written report.

## *5.2. Administration and Business*

### 5.2.1. Superintendent/Principal's Evaluation (P. Demant)

Mr. Demant discussed the Superintendent/Principal's Evaluation which was included as a written report.

### 5.2.2. Budget/Cash in County Treasury Reports

Written report.

### 5.2.3. Student Accounts Report

Written report.

## *5.3. Personnel/Students*

### 5.3.1. Suspension Report

Written report.

## *5.4. Committees/Councils/Clubs/Activities*

### 5.4.1. Leadership Club

None.

### 5.4.2. Student Council

Written report.

### 5.4.3. School Site Council

Written report

### 5.4.4. Parent-Teacher Club

None.

### 5.5. Transportation and Maintenance
None

### 5.6. Cafeteria
None.

### 5.7. Facilities
None.

### 5.8. Policy Review
The Board reviewed the following Board Policies, Administrative Regulations, and Exhibits: BP/AR 1220 *Citizen Advisory Committees,* BP/AR 1321 *Solicitation of Funds From and By Students,* BP/AR 3100 *Budget*, BP/AR 3300 *Expenditures/Expending Authority*, BP/AR 3460 *Financial Accountability and Reports, BP* 3554 *Other Food Sales*, AR 4158 *Employee Security*, AR 4253 *Overtime Pay/Compensatory Time Off*, BP/AR 5119 *Students Expelled from Other Districts*, AR 5125 *Student Records*, BP/AR 5131.7 *Weapons and Dangerous Instruments*, BP/AR 5136 *Gangs*, BP 5142.3 *Student Use of Bicycles*, AR 5144.1 *Suspension and Expulsion/Due Process*, BP/E 5145.6 *Notifications Required by Law*, BB 9130 *Board Committees*, BB 9200 *Board Members*, BB/E 9320 *Meetings and Notices*, BB 9321 *Closed Session Purposes and Agendas*, BB 9321.1 *Closed Session Conduct and Reports*, BB 9322 *Agenda/Meeting Materials*, BB 9323 *Meeting Conduct*, BB 9323.2 *Actions by the Board*, BB 9324 *Minutes and Recordings*

## 6. Action Items (Green Section)

### 6.1. Board Policy - Adoption
The Board adopted BP 4117.13 *Early Retirement Option* on a motion by Pete Mathew, seconded by Liz Faccinto. (Unanimous)

### 6.2. Resolution for Credentialed Employee Retirement
After discussion regarding alternatives that may be more beneficial to a retiring employee, the Board voted to table adoption of Resolution No. 93-08 In the Matter of Credentialed Employee Retirement (Golden Handshake Additional Service Credit for STRS Members Authorized by Senate Bill 858 (Chapter 20, Statutes of 1994)) on a motion by Pete Mathew, seconded by Liz Faccinto. (Unanimous)

### 6.3. Application for School Breakfast Program
After discussion and consideration of concerns expressed by Linda Demant and Sue Ruiz regarding the school taking responsibility for parents, the Board approved participation in the School Breakfast Program for three years, with annual reports to the Board, on a motion by Bob Dack, seconded by Liz Faccinto. (Ayes: Bob Dack, Ted Davis, Liz Faccinto, Pete Mathew; Noes: Paul Demant; Abstentions: None)

### 6.4. Board Policy - Adoption
The Board adopted BP/AR 6146.5 *Elementary School Graduation Requirements/Standards of Proficiency*, BP/AR 5127 *Graduation Ceremonies and Activities* on a motion by Ted Davis, seconded by Pete Mathew. (Unanimous)

### 6.5. Conference Attendance

#### 6.5.1. Creating an Educational Vision - Superintendent/Board
The Board approved attendance for the Superintendent and Board at the WUHS Area Workshop (Creating an Educational Vision) on a motion by Liz Faccinto, seconded by Pete Mathew. (Unanimous)

### 6.5.2. ASCD Summer Series - Dale Drew

The Board approved attendance for the Superintendent at the ASCD San Francisco Summer Institute Series on a motion by Liz Faccinto, seconded by Pete Mathew. (Unanimous)

### *6.6. 1994-95 School Calendar*

The Board adopted the Calendar for the 1994-95 School Year, with trimester reporting periods for grades 6-8, on a motion by Liz Faccinto, seconded by Ted Davis. (Unanimous)

### *6.7. SIP Days for 1994-95*

The Board designated 9/19/94, 10/24/94, 11/23/94, 3/20/95, and 5/8/95 as SIP Days for the 1994-95 School Year on a motion by Ted Davis, seconded by Liz Faccinto. These are in addition to 8/23/94 and 6/9/95 which were designated through adoption of the 1994-95 School Calendar above. (Unanimous)

### *6.8. Repaving of Basketball Courts*

The Board approve repaving of basketball courts utilizing the Deferred Maintenance Program on a motion by Bob Dack, seconded by Ted Davis. (Unanimous)

### *6.9. Resolution for Fund Transfer*

A resolution for this particular fund transfer is not required; therefore, no action was taken.

### *6.10. Warrants*

The Board approved warrants for the period April 1 - April 30, 1994 (Inclusive) on a motion by Liz Faccinto, seconded by Ted Davis. (Unanimous)

## 7. Closed Session

The Governing Board met in closed session at 9:30 p.m. to discuss the employment of personnel pursuant to Government Code Section 54957.6 (Conference with Labor Negotiator). The Board returned to open session at 10:19 p.m.

On a motion by Pete Mathew, seconded by Liz Faccinto, the Board voted to offer the Superintendent/Principal a new three(3)-year contract and a salary increase of $2,500 for the 1994-95 school year.

## 8. Adjournment

The meeting was adjourned at 10:20 p.m. on a motion by Bob Dack, seconded by Pete Mathew. (Unanimous)

Paul Demant, President

Pete Mathew, Clerk

WASHINGTON COLONY SCHOOL
BOARD OF TRUSTEES
MINUTES OF REGULAR MEETING

May 13, 1969

Meeting was called to order in the library of Washington Colony School at 7:30 p.m. with all members present except Bud Barberich. Also present was James Massie, secretary to the Board.

MINUTES OF APRIL 8 REGULAR MEETING were read and were approved as read after a motion of Bruce Blacksill, seconded by Art Jensen.

MAINTENANCE REGISTERS No. 14 & 15 and Warrants Nos. 218-240 were approved for payment by motion of Henry Salwasser, seconded by Bruce Blacksill. They were then signed by members of the board.

1969/70 SCHOOL CALENDAR: The Board reviewed the Washington Union High School Calendar for 1969/70, and it was the decision, upon motion of Bruce Blacksill, seconded by Art Jensen that Washington Colony should adopt the attached calendar to co-incide with theirs.

TAX RATE INCREASE RESOLUTION: Upon motion of Bruce Blacksill, seconded by Art Jensen, the Board voted to adopt the attached resolution requesting an increased tax rate for the 1969-70 School year in order to qualify the district to receive supplemental State Aid. (The increase will amount to 15¢ per $100 of assessed valuation, or a tax rate, determined to be necessary at the Budget hearing in August to qualify us to receive additional State Supplemental Aid.

CHANGE OF JUNE BOARD MEETING DATE: Henry Salwasser made a motion, seconded by Art Jensen that the Board Meeting date for June be changed from the second Tuesday (10th) to the first Tuesday (3rd) due to the fact that June 10 is the night set for the 8th Grade Graduation Exercises.

SIGNATURES ON DIPLOMAS OF GRADUATION: The members of the Board signed the 8th Grade diplomas of graduation.

RESIGNATIONS OF TEACHERS: Mr. Massie read to the Board the letters of resignation from Mrs. Esther Reed and Mrs. Winifred Larson who are retiring after 27 years of service to Washington Colony School and from Mrs. Louise Sussman and Mrs. Ellen Toole who are transferring to other school districts for next year. With some regret, the Board voted to accept these resignations.

TEACHER APPLICANTS: The board reviewed the applications and placement papers, references, etc. of the teachers who are applying for positions in our school for next year. They instructed Mr. Massie to go ahead and try to employ the teachers with the best records.

FEDERAL PROGRAM, ESEA, Title I Changes: Mr. Massie explained to the Board the changes received from the State Department of Education in regards to next year's ESEA, Title I Federal program. He also explained to them that it will be necessary for us to enter into a cooperative program with the Fresno County Schools Office along with all schools in the County whose allocation for the program amounts to less than $25,000.00.

BIKE RACK: After a discussion on the matter, the Board instructed Mr. Massie, that due to the fact that a number of bicycles have been stolen from our bike racks, the racks should be moved to a less vulnerable position on the school grounds.

MAYDAY: The Board discussed some of the problems that occurred during the Mayday celebration on May 2 at the Washington Union High School stadium. Future Mayday activities and participation were discussed and individual opinions expressed but no formal recommendations were made.

ADJOURNMENT: was by motion of Art Jensen, seconded by Henry Salwasser

Respectfully submitted:

James G. Massie,
Secretary to the Board

John G. Moran, President
(John G. Moran)

Acting
Clerk
(Henry Salwasser)

**Washington Colony ESD**
REGULAR BOARD MEETING May 14, 2019
Tuesday, May 14, 2019
Open Session: 6:30 PM | Closed Session:
Washington Colony Elementary School District
**V.A.3 Financial Report(s)***

**Type:**

**Attachments:**

1. Financial Report May
2. APRIL CASH IN COUNTY TREASURY REPORT

**WCESD BOARD OF TRUSTEES**

ITEM NO. V.A.3
DATE: May 14, 2019

**SUBJECT TITLE:** FINANCIAL REPORTS

Action _____ Discussion _____ Information ___√___

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## 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 April 2019 follows for your review.

# Cash In County Treasury
# Aggregate



From 4/1/2019 thru 4/30/2019
Fund: 0100 (6150 60001) General Fund

| Date | Reference | Description | Debit | Credit | Total Debits | Total Credits | Balance |
|---|---|---|---|---|---|---|---|
| Balance Forward as of | | 4/1/2019 | | | | | $3,019,138.06 |
| 4/2/2019 | TF -191551 | 19-CURRENT UNSECURED SUPP-MAIN | $115.12 | $0.00 | $7,876,324.26 | $4,857,071.08 | $3,019,253.18 |
| 4/3/2019 | APY -20194 | Accounts Payable 4/3/2019 | $0.00 | $47,923.03 | $7,876,324.26 | $4,904,994.11 | $2,971,330.15 |
| 4/3/2019 | TF -191429 | JV# 1044 18-19 3RD APPT TITLE III, PART A | $10,044.00 | $0.00 | $7,886,368.26 | $4,904,994.11 | $2,981,374.15 |
| 4/5/2019 | CA -42170 | 421814 BUS WES REIM | $128.72 | $0.00 | $7,886,496.98 | $4,904,994.11 | $2,981,502.87 |
| 4/5/2019 | CA -42170 | 421814 DR WORK COM | $296.66 | $0.00 | $7,886,793.64 | $4,904,994.11 | $2,981,799.53 |
| 4/5/2019 | CA -42170 | 421814 MAR CVT INS | $12,399.00 | $0.00 | $7,899,192.64 | $4,904,994.11 | $2,994,198.53 |
| 4/5/2019 | CA -42170 | 421814 SUB FIN FEE | $69.00 | $0.00 | $7,899,261.64 | $4,904,994.11 | $2,994,267.53 |
| 4/5/2019 | TF -191453 | #1049 SUI CHARGES 1ST QUARTER 2019 | $0.00 | $386.05 | $7,899,261.64 | $4,905,380.16 | $2,993,881.48 |
| 4/10/2019 | APY -20194 | Accounts Payable 4/10/2019 | $0.00 | $18,267.86 | $7,899,261.64 | $4,923,648.02 | $2,975,613.62 |
| 4/12/2019 | TF -191539 | 18-19 CURR SEC SUPP 8TH | $1,567.56 | $0.00 | $7,900,829.20 | $4,923,648.02 | $2,977,181.18 |
| 4/16/2019 | TF -191514 | 1819 3RD QTR-1ST INT DIST | $1,104.52 | $0.00 | $7,901,933.72 | $4,923,648.02 | $2,978,285.70 |
| 4/17/2019 | TF -191500 | #1082 WF FEE-TAX DEPOSIT ACCT JAN-MAR 2 | $0.00 | $0.28 | $7,901,933.72 | $4,923,648.30 | $2,978,285.42 |
| 4/17/2019 | TF -191503 | 18-19 TEETER 2ND | $135,591.95 | $0.00 | $8,037,525.67 | $4,923,648.30 | $3,113,877.37 |
| 4/17/2019 | TF -191513 | 19-ERAF FOR VLF SWAP 2ND | $0.00 | $18,970.55 | $8,037,525.67 | $4,942,618.85 | $3,094,906.82 |
| 4/25/2019 | TF -191522 | #1098 PERS DISTRICT CHRGS-APR 2019 REG P | $0.00 | $9,875.20 | $8,037,525.67 | $4,952,494.05 | $3,085,031.62 |
| 4/25/2019 | TF -191523 | #1095 MEDICARE CHRGS - 4/30/19 PAYROLL | $0.00 | $3,567.27 | $8,037,525.67 | $4,956,061.32 | $3,081,464.35 |
| 4/25/2019 | TF -191525 | #1093 FICA CHARGES -4/30/19 PAYROLL | $0.00 | $4,596.16 | $8,037,525.67 | $4,960,657.48 | $3,076,868.19 |
| 4/25/2019 | TF -191533 | #1100 STRS DIST CONT-APRIL 2019 REG PAYRO | $0.00 | $29,512.43 | $8,037,525.67 | $4,990,169.91 | $3,047,355.76 |
| 4/25/2019 | TF -191549 | 19-CURRENT UNSECURED 18-19 | $12,901.48 | $0.00 | $8,050,427.15 | $4,990,169.91 | $3,060,257.24 |
| 4/26/2019 | APY -20194 | Accounts Payable 4/26/2019 | $0.00 | $60,278.08 | $8,050,427.15 | $5,050,447.99 | $2,999,979.16 |
| 4/26/2019 | TF -191526 | JV#1101 1819 P-1 APRIL PRINCIPAL APPORTIONM | $374,512.00 | $1,159.00 | $8,424,939.15 | $5,051,606.99 | $3,373,332.16 |
| 4/26/2019 | TF -191531 | JV#1106 1819 APR STATE APPORT-SPEC ED | $12,230.00 | $0.00 | $8,437,169.15 | $5,051,606.99 | $3,385,562.16 |
| 4/30/2019 | PAY -43019 | PAYROLL 4/30/2019 | $125,192.71 | $342,569.73 | $8,562,361.86 | $5,394,176.72 | $3,168,185.14 |
| | Total Activity | | $686,152.72 | $537,105.64 | | | |
| | Ending Balance | | | | $8,562,361.86 | $5,394,176.72 | $3,168,185.14 |

# Cash In County Treasury
# Aggregate



From 4/1/2019 thru 4/30/2019
Fund: 1200 (6150 60012) Child Development Fund

| Date | Reference | Description | Debit | Credit | Total Debits | Total Credits | Balance |
|---|---|---|---|---|---|---|---|
| Balance Forward as of | | 4/1/2019 | | | | | $142,706.29 |
| 4/3/2019 | APY -20194 | Accounts Payable 4/3/2019 | $0.00 | $28.04 | $297,095.54 | $154,417.29 | $142,678.25 |
| 4/5/2019 | CA -42170 | 421814 MAR PRES REI | $559.37 | $0.00 | $297,654.91 | $154,417.29 | $143,237.62 |
| 4/5/2019 | CA -42170 | 421814 PRESCH APTM | $50,865.00 | $0.00 | $348,519.91 | $154,417.29 | $194,102.62 |
| 4/5/2019 | CA -42170 | 421814 PRESCH APTMN | $13,042.00 | $0.00 | $361,561.91 | $154,417.29 | $207,144.62 |
| 4/10/2019 | APY -20194 | Accounts Payable 4/10/2019 | $0.00 | $14.02 | $361,561.91 | $154,431.31 | $207,130.60 |
| 4/16/2019 | TF -191514 | 1819 3RD QTR-1ST INT DIST | $53.64 | $0.00 | $361,615.55 | $154,431.31 | $207,184.24 |
| 4/25/2019 | TF -191522 | #1098 PERS DISTRICT CHRGS-APR 2019 REG P | $0.00 | $408.27 | $361,615.55 | $154,839.58 | $206,775.97 |
| 4/25/2019 | TF -191533 | #1100 STRS DIST CONT-APRIL 2019 REG PAYRO | $0.00 | $801.12 | $361,615.55 | $155,640.70 | $205,974.85 |
| 4/26/2019 | APY -20194 | Accounts Payable 4/26/2019 | $0.00 | $1,714.82 | $361,615.55 | $157,355.52 | $204,260.03 |
| 4/30/2019 | PAY -43019 | PAYROLL 4/30/2019 | $3,015.85 | $14,888.03 | $364,631.40 | $172,243.55 | $192,387.85 |
| | Total Activity | | $67,535.86 | $17,854.30 | | | |
| | Ending Balance | | | | $364,631.40 | $172,243.55 | $192,387.85 |

# Cash In County Treasury
# Aggregate



From 4/1/2019 thru 4/30/2019
Fund: 1300 (6150 60008) Cafeteria Fund

| Date | Reference | Description | Debit | Credit | Total Debits | Total Credits | Balance |
|---|---|---|---|---|---|---|---|
| Balance Forward as of | | 4/1/2019 | | | | | $116,708.62 |
| 4/3/2019 | APY -20194 | Accounts Payable 4/3/2019 | $0.00 | $8,513.79 | $396,706.76 | $288,511.93 | $108,194.83 |
| 4/5/2019 | CA -42166 | 421817 AD meals | $48.50 | $0.00 | $396,755.26 | $288,511.93 | $108,243.33 |
| 4/5/2019 | CA -42170 | 421814 AD ML 3/18 | $46.00 | $0.00 | $396,801.26 | $288,511.93 | $108,289.33 |
| 4/5/2019 | CA -42170 | 421814 AD ML 3/25 | $35.75 | $0.00 | $396,837.01 | $288,511.93 | $108,325.08 |
| 4/5/2019 | CA -42170 | 421814 JAN FED BKF R | $4,744.92 | $0.00 | $401,581.93 | $288,511.93 | $113,070.00 |
| 4/5/2019 | CA -42170 | 421814 JAN FED LUN | $450.84 | $0.00 | $402,032.77 | $288,511.93 | $113,520.84 |
| 4/5/2019 | CA -42170 | 421814 JAN FED LUN R | $21,048.62 | $0.00 | $423,081.39 | $288,511.93 | $134,569.46 |
| 4/5/2019 | CA -42170 | 421814 JAN FED SNA R | $3,188.64 | $0.00 | $426,270.03 | $288,511.93 | $137,758.10 |
| 4/5/2019 | CA -42170 | 421814 MAR ADLT MLS | $435.75 | $0.00 | $426,705.78 | $288,511.93 | $138,193.85 |
| 4/5/2019 | CA -42170 | 421814 PROD REIMB | $2,392.69 | $0.00 | $429,098.47 | $288,511.93 | $140,586.54 |
| 4/10/2019 | APY -20194 | Accounts Payable 4/10/2019 | $0.00 | $8,091.35 | $429,098.47 | $296,603.28 | $132,495.19 |
| 4/16/2019 | TF -191514 | 1819 3RD QTR-1ST INT DIST | $53.61 | $0.00 | $429,152.08 | $296,603.28 | $132,548.80 |
| 4/25/2019 | TF -191522 | #1098 PERS DISTRICT CHRGS-APR 2019 REG P | $0.00 | $1,578.68 | $429,152.08 | $298,181.96 | $130,970.12 |
| 4/26/2019 | APY -20194 | Accounts Payable 4/26/2019 | $0.00 | $5,778.63 | $429,152.08 | $303,960.59 | $125,191.49 |
| 4/30/2019 | PAY -43019 | PAYROLL 4/30/2019 | $3,236.61 | $14,213.50 | $432,388.69 | $318,174.09 | $114,214.60 |
| | Total Activity | | $35,681.93 | $38,175.95 | | | |
| | Ending Balance | | | | $432,388.69 | $318,174.09 | $114,214.60 |

# Cash In County Treasury
# Aggregate



From 4/1/2019 thru 4/30/2019
Fund: 1400 (6150 60005) Deferred Maintenance Fund

| Date | Reference | Description | Debit | Credit | Total Debits | Total Credits | Balance |
|---|---|---|---|---|---|---|---|
| Balance Forward as of | | 4/1/2019 | | | | | $57,705.85 |
| 4/16/2019 | TF -191514 | 1819 3RD QTR-1ST INT DIST | $24.51 | $0.00 | $118,963.36 | $61,233.00 | $57,730.36 |
| | Total Activity | | $24.51 | $0.00 | | | |
| | Ending Balance | | | | $118,963.36 | $61,233.00 | $57,730.36 |

# Cash In County Treasury
# Aggregate



From 4/1/2019 thru 4/30/2019
Fund: 1500 (6150 60010) Pupil Transportation Fund

| Date | Reference | Description | Debit | Credit | Total Debits | Total Credits | Balance |
|---|---|---|---|---|---|---|---|
| Balance Forward as of | | 4/1/2019 | | | | | $86,699.83 |
| 4/16/2019 | TF -191514 | 1819 3RD QTR-1ST INT DIST | $35.99 | $0.00 | $86,735.82 | $0.00 | $86,735.82 |
| | Total Activity | | $35.99 | $0.00 | | | |
| | Ending Balance | | | | $86,735.82 | $0.00 | $86,735.82 |

# Cash In County Treasury
# Aggregate



From 4/1/2019 thru 4/30/2019
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 | | 4/1/2019 | | | | | $108,662.69 |
| 4/16/2019 | TF -191514 | 1819 3RD QTR-1ST INT DIST | $45.10 | $0.00 | $108,707.79 | $0.00 | $108,707.79 |
| | Total Activity | | $45.10 | $0.00 | | | |
| | Ending Balance | | | | $108,707.79 | $0.00 | $108,707.79 |

# Cash In County Treasury
# Aggregate



From 4/1/2019 thru 4/30/2019
Fund: 2000 (6150 60078) Special Reserve Fund for Postemployment Benefits

| Date | Reference | Description | Debit | Credit | Total Debits | Total Credits | Balance |
|---|---|---|---|---|---|---|---|
| Balance Forward as of | | 4/1/2019 | | | | | $433,413.50 |
| 4/16/2019 | TF -191514 | 1819 3RD QTR-1ST INT DIST | $179.90 | $0.00 | $433,593.40 | $0.00 | $433,593.40 |
| | Total Activity | | $179.90 | $0.00 | | | |
| | Ending Balance | | | | $433,593.40 | $0.00 | $433,593.40 |

# Cash In County Treasury Aggregate



From 4/1/2019 thru 4/30/2019
Fund: 2100 (6150 65069) Building Fund

| Date | Reference | Description | Debit | Credit | Total Debits | Total Credits | Balance |
|---|---|---|---|---|---|---|---|
| Balance Forward as of | | 4/1/2019 | | | | | $326.27 |
| 4/16/2019 | TF -191514 | 1819 3RD QTR-1ST INT DIST | $0.14 | $0.00 | $326.41 | $0.00 | $326.41 |
| | Total Activity | | $0.14 | $0.00 | | | |
| | Ending Balance | | | | $326.41 | $0.00 | $326.41 |

# Cash In County Treasury
# Aggregate



From 4/1/2019 thru 4/30/2019
Fund: 2500 (6150 60006) Capital Facilities Fund

| Date | Reference | Description | Debit | Credit | Total Debits | Total Credits | Balance |
|---|---|---|---|---|---|---|---|
| Balance Forward as of | | 4/1/2019 | | | | | $13,110.44 |
| 4/3/2019 | APY -20194 | Accounts Payable 4/3/2019 | $0.00 | $7,500.00 | $21,659.24 | $16,048.80 | $5,610.44 |
| 4/16/2019 | TF -191514 | 1819 3RD QTR-1ST INT DIST | $5.44 | $0.00 | $21,664.68 | $16,048.80 | $5,615.88 |
| | Total Activity | | $5.44 | $7,500.00 | | | |
| | Ending Balance | | | | $21,664.68 | $16,048.80 | $5,615.88 |

# Cash In County Treasury
# Aggregate



From 4/1/2019 thru 4/30/2019
Fund: 3500 (6150 60066) County School Facilities Fund

| Date | Reference | Description | Debit | Credit | Total Debits | Total Credits | Balance |
|---|---|---|---|---|---|---|---|
| Balance Forward as of | | 4/1/2019 | | | | | $14,576.26 |
| 4/16/2019 | TF -191514 | 1819 3RD QTR-1ST INT DIST | $6.05 | $0.00 | $14,582.31 | $0.00 | $14,582.31 |
| | Total Activity | | $6.05 | $0.00 | | | |
| | Ending Balance | | | | $14,582.31 | $0.00 | $14,582.31 |

# Cash In County Treasury
# Aggregate



From 4/1/2019 thru 4/30/2019
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 | | 4/1/2019 | | | | | $25,618.67 |
| 4/16/2019 | TF -191514 | 1819 3RD QTR-1ST INT DIST | $10.63 | $0.00 | $25,629.30 | $0.00 | $25,629.30 |
| | Total Activity | | $10.63 | $0.00 | | | |
| | Ending Balance | | | | $25,629.30 | $0.00 | $25,629.30 |

# Cash In County Treasury
# Aggregate



From 4/1/2019 thru 4/30/2019
Fund: 5100 (6150 65070) Bond Interest and Redemption Fund

| Date | Reference | Description | Debit | Credit | Total Debits | Total Credits | Balance |
|---|---|---|---|---|---|---|---|
| Balance Forward as of | | 4/1/2019 | | | | | $8,906.91 |
| 4/2/2019 | TF -191551 | 19-CURRENT UNSECURED SUPP-MAIN | $29.92 | $0.00 | $37,404.64 | $28,467.81 | $8,936.83 |
| 4/12/2019 | TF -191539 | 18-19 CURR SEC SUPP 8TH | $145.18 | $0.00 | $37,549.82 | $28,467.81 | $9,082.01 |
| 4/16/2019 | TF -191514 | 1819 3RD QTR-1ST INT DIST | $4.53 | $0.00 | $37,554.35 | $28,467.81 | $9,086.54 |
| 4/17/2019 | TF -191503 | 18-19 TEETER 2ND | $11,949.68 | $0.00 | $49,504.03 | $28,467.81 | $21,036.22 |
| 4/25/2019 | TF -191549 | 19-CURRENT UNSECURED 18-19 | $204.24 | $0.00 | $49,708.27 | $28,467.81 | $21,240.46 |
| | Total Activity | | $12,333.55 | $0.00 | | | |
| | Ending Balance | | | | $49,708.27 | $28,467.81 | $21,240.46 |

**Washington Colony ESD**
REGULAR BOARD MEETING May 14, 2019
Tuesday, May 14, 2019
Open Session: 6:30 PM | Closed Session:
Washington Colony Elementary School District
**V.A.4 WC New Building Project Timeline update** M. Scott**

**Type:**

**Attachments:**

1. WC New Building Project Timeline- May
2. WC New Building Project Timeline- May 2019

**WCESD BOARD OF TRUSTEES**

ITEM NO. V.A.4
DATE: May 14, 2019

**SUBJECT TITLE:** WC New Building Project Timeline update

Action _____ Discussion _____ Information ___√___

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## BACKGROUND

The district has submitted the GRANT AGREEMENT from the State of California School Facility Program and Office of Public Construction (OPSC) regarding the Washington Colony Elementary new construction application (50/62513-00-001) that is in line to build a total of 4 classrooms. The new DSA plans have been approved. The plans show 1 SDC, 1 standard CR for the SFP project and then 2 Kinder CR for the kinder program.
The State Grant Agreement Amount is: $1,832,227.07 for the new construction and the Full-Day Kindergarten Facilities Grant Program (FDKFGP) is expected to be around $1,256,620. Therefore, once the FDKFGP grant is approved, Kindergarten money would be available as early as May first selection or August second selection.

Based on the projected Budget for New Construction State Funds and the FDKFGP projected grant amount, at the bottom of the Project Budget Summary sheet you will find the $3,992,000 down as the total project budget. There is an OPSC grant Agreement project funding of $1,832,227.07 and combining this with the potential FDKFGP of $1,256,620 for the Kindergarten program the district would have a projected state share of $3,088,847. Therefore, According to Mangini's and SchoolWorks, it is recommended that the district accepts the Grant Agreement, and expect the FDKFGP grant funding to be approved in May 2019.
In addition, Betty Thompson, CBO consultant has indicated that the district has options to cover the cost district match of around $500,000. She has indicated that the district can go through the finance options. However, in addition, the other option is to look into the district's general fund one-time Mandated Cost Reimbursement funding ($468,242.70). According to Betty, this funding of mandated cost reimbursement could be relocated from Unrestrictive to Restrictive as the expense for the new building project.

## CONSIDERATION

The district has accepted the Grant Agreement and Expect the Kindergarten funds to be received in August 2019. Michael Scott from Mangini's Architect will be present at the May 14, 2019 regular Board meeting in order to explain the proposed timeline for the new construction project indicating State Funding Program Fund Available (in Fall 2019), Bids Advertisement, Board meeting for consideration of Approval and Notice to proceed with construction project based on hard bids and district funds available. In addition, the Priority Fund Letter from OPSC has been received.

MANGINI | ARCHITECTURE INGENUITY
McLAIN BARENG MORRELLI

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

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

Classroom Addition at Washington Colony Elementary School
**Project Bid Schedule (Public Hard Bid) – Revised 4.29.19**
Project No. 1242

| | |
|---|---|
| **Current Probable Construction Cost** | $3,000,000.00 |
| **DSA Approval Date**<br>Application # | 8.22.18 |
| **Publication #1** (Public Hard Bid)<br>(Invitation to Bid and District MEP pre-qualification) | 7.30.19 |
| **Publication #2** (Public Hard Bid)<br>(Invitation to Bid and District MEP pre-qualification) | 8.6.19 |
| **Pre-bid Meeting**<br>(PCC 6610 - 6 or more calendar days after Publication #1)<br>(10 days prior to Bid Opening to allow for DVBE advertisement) | 8.7.19 9:00 am |
| **Bidder Pre-qualification Package Submittal**<br>(10 days prior to bid opening) | N/A |
| **District Notification of Pre-qualified Bidders**<br>(5 days prior to bid opening) | N/A |
| **Bid Opening**<br>(non-DVBE - 1 week after Publication #2)<br>(DVBE - 2 weeks after Publication #2) | 8.27.19 3:00 pm |
| **Bid Review Meeting with District (Optional)** | T.B.D. |
| **Bid Information to the Board**<br>(1 to 2 weeks prior to Board Information Date) | 9.3.19 |
| **Board Action Date** | 9.10.19 |
| **Notice of Award** | T.B.D. |
| **Pre-construction Meeting** | T.B.D. |
| **SJVAPCD Notice**<br>(10-14 calendar days prior to start of abatement work) | T.B.D. |
| **Notice to Proceed**<br>(5 - 10 calendar days after Notice of Award) | T.B.D.<br>(Possibly 9.30.19) |
| **Contract Time**<br>(duration in calendar days) | 270 calendar days |
| **Completion Date** | T.B.D.<br>(Possibly 6.26.20) |

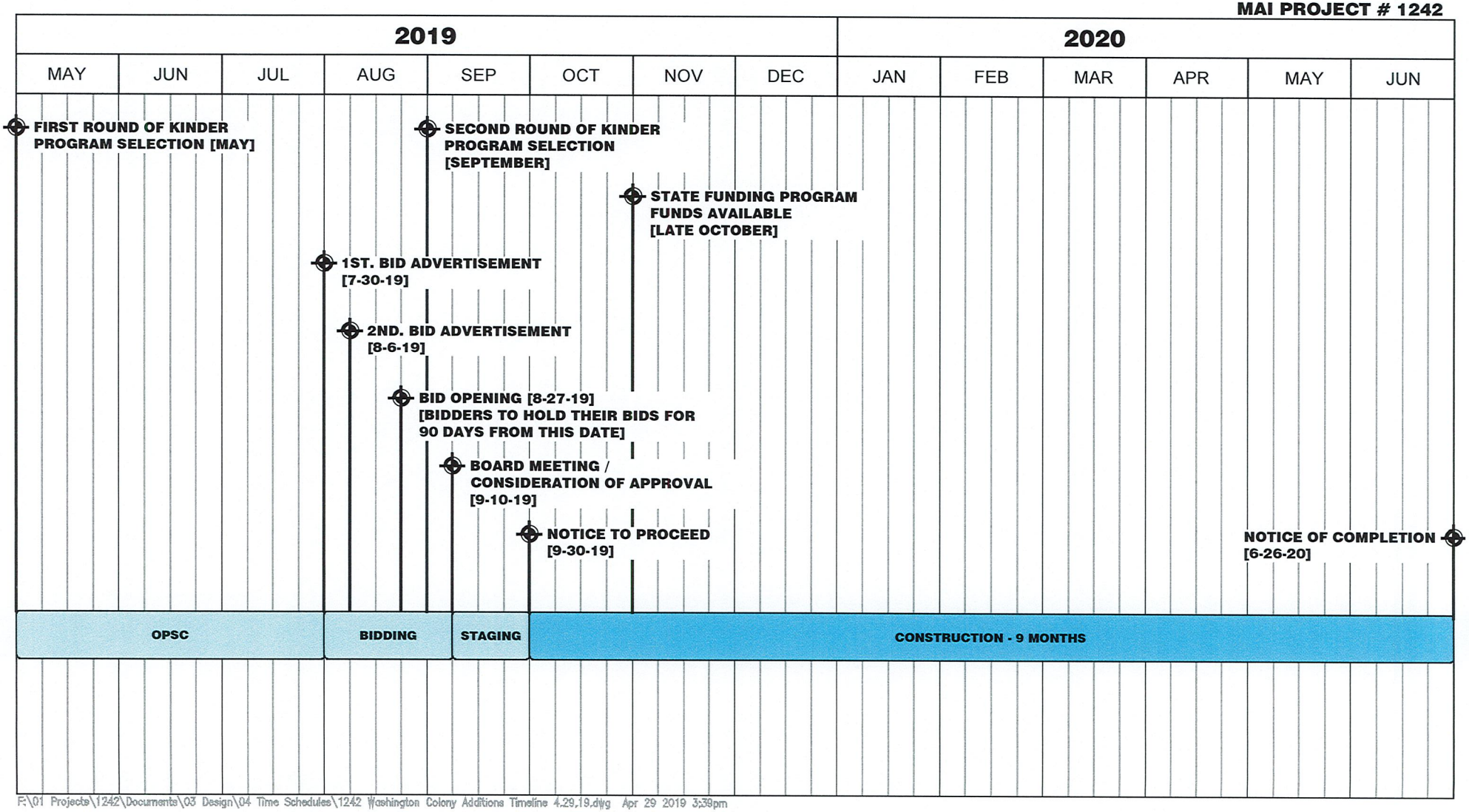
# PROPOSED PROJECT TIMELINE

4-29-2019

# WASHINGTON COLONY ELEMENTARY CLASSROOM ADDITIONS

## WASHINGTON COLONY SCHOOL DISTRICT

MAI PROJECT # 1242




F:\01 Projects\1242\Documents\03 Design\04 Time Schedules\1242 Washington Colony Additions Timeline 4.29.19.dwg Apr 29 2019 3:39pm

# WASHINGTON COLONY ELEMENTARY SCHOOL DISTRICT

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


May 8, 2019


RECEIVED
OFFICE OF PUBLIC
SCHOOL CONSTRUCTION
2019 MAY -8 PM 3:48
MAIL ROOM


Office of Public School Construction
Subject: Priority Funding Round
707 3rd Street
West Sacramento, California 95605

Re: Priority Funding Round

Dear OPSC Project Manager:

This letter is a request to convert the unfunded approval to an apportionment for Washington Colony Elementary, Fresno County project(s):

| Application | School Site | Program | Approval |
|---|---|---|---|
| 50/62513-00-001 | Washington Colony Elementary | New Construction | G |

The District certifies it will comply with the following items:

- The District understands that the time limit on fund release shall be no more than 90 days from the date of Apportionment.
- The District acknowledges that failure to submit a completed Fund Release Authorization (Form SAB 50-05) within the 90-day period will result in the project being rescinded without further Board action. A rescinded application will revert back to an unfunded approval at the bottom of the unfunded list and can not be guaranteed bonding authority. The application will receive a new Unfunded Approval date equivalent to the due date of the Form SAB 50-05. In the case that multiple rescissions are made by the Board, each separate application will be placed at the bottom of the unfunded approvals list in the order of the original unfunded approval date. The District will not be required to re-submit the application and no further application review will be required.
- The District acknowledges that by participating in the priority funding round, the district is waiving its right to a standard 18-month timeline for fund release submittal.
- The District Acknowledges that a Grant Agreement must be submitted pursuant to Section 1859.90.4 and physically received by OPSC prior to, or concurrently with, the Form SAB 50-05

If you have any questions or need further information, please give me a call.

Sincerely,

Jesus H. Cruz

Mr. Jesus Cruz
Superintendent, Washington Colony Elementary


Jesus Cruz, Superintendent/Principal ~ Evelyn Diaz, Assistant Principal
Jeff Dronyk, Transportation & Maintenance Supervisor ~ Crystal Gomez, Administrative Assistant ~ Maria C. Rodriguez, Financial Manager
Board of Trustees: Gary Chavez ~ Peter L. Mathew ~ Rene Mendoza ~ Stephanie Martinez Morris ~ James Dack

**Washington Colony ESD**
REGULAR BOARD MEETING May 14, 2019
Tuesday, May 14, 2019
Open Session: 6:30 PM | Closed Session:
Washington Colony Elementary School District
**V.A.5 Preschool- Agency Annual Report****

**Type:**

**Attachments:**

1. Preschool Agency Annual Report

**WCESD BOARD OF TRUSTEES**

ITEM NO. V.A.5
DATE: May 14, 2019

**SUBJECT TITLE:** Preschool – Agency Annual Report

Action _____ Discussion _____ Information ___√___

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## BACKGROUND

Preschool Annual Report

## CONSIDERATION

According to the Fresno County Early Stars and results of the annual ratings review, Washington Colony Preschool has received the highest rating of 5 out of 5 of the Quality Elements. The Preschool Annual report for 2018-19 will be presented by Leah Welch; Preschool Teacher/Site Supervisor during the Board Meeting.

Fresno County Early Stars

*Bright Futures Begin Today*

# QRIS Tier

## Washington Colony Preschool

# 5

# 35 Points

# Fresno County Early Stars

*Bright Futures Begin Today*

**QRIS Tier 5**
**35 Points**

Washington Colony
Elementary School District
Washington Colony Preschool
Fresno County Early Stars Rating
Site Visit Date:
Certified Date:

Program Director: Jesus Cruz
Site Supervisor: Leah Welch
Matrix Rater: Elvie Atkinson

| Quality Element | Maximum Possible Points | Rating Points |
|---|---|---|
| Element 1. Child Observation | 5 | 5 |
| Element 2. Developmental and Health Screenings | 5 | 5 |
| Element 3. Education Qualifications for Lead Teacher/FCCH | 5 | 5 |
| Element 4. Effective Teacher Child Interactions CLASS Assessments | 5 | 5 |
| Element 5. Ratios and Group Size (Centers Only) | 5 | 5 |
| Element 6. Environmental Rating Scales (ERS) | 5 | 5 |
| Element 7. Director Qualifications (Centers Only) | 5 | 5 |
| **Total Points** | 35 | **35** |

**TOTAL POINT RANGES**

| | Common-Tier 1 | Local-Tier 2[1] | Common-Tier 3 | Common-Tier 4 | Local-Tier 5[2] |
|---|---|---|---|---|---|
| **Centers**<br>7 Elements for 35 points | **Blocked**<br>(No Point Value) - Must Meet All Elements | **Point Range**<br>8 to 19 | **Point Range**<br>20 to 25 | **Point Range**<br>26 to 31 | **Point Range**<br>32 and above |
| **FCCHs**<br>5 Elements for 25 points | **Blocked**<br>(No Point Value) - Must Meet All Elements | **Point Range**<br>6 to 13 | **Point Range**<br>14 to 17 | **Point Range**<br>18 to 21 | **Point Range**<br>22 and above |

[1] Local-Tier 2: Local decision if Blocked or Points and if there are additional elements
[2] Local-Tier 5: Local decision if there are additional elements included
California Department of Education, February 2014 Updated May 28, 2015; Effective July 1, 2015

**Summary of Quality Rating**

Please keep your Quality Rating summary for your records. The programs rating will be valid for two years from the time rating is assigned (04/30/19). Your site will continue to receive on-going monitoring/ unannounced visits from your assigned Early Stars Specialist during your two year rating status. This will ensure that your program continue to develop quality improvements and meet the criteria for your level of rating.

**FYI, the program must remain in "good standing" with licensing and you must report to FCSS Early Stars any licensing deficiencies or violations immediately.**

I will make an appointment with you (Program Director and/or Site Supervisor) in August 2019 for the Post Rating Visit. This visit will consist of putting an action plan in place for the next 2 years, based on the results from the external assessments and general improvement from each element of the CA QRIS Matrix.

**Washington Colony ESD**
REGULAR BOARD MEETING May 14, 2019
Tuesday, May 14, 2019
Open Session: 6:30 PM | Closed Session:
Washington Colony Elementary School District
**V.A.6 Superintendent's Report****

**Type:**

**Quick Summary/Abstract:**
*a) Bus Replacement update***
*b) Easton Community Water System Authority Project Update***

**Attachments:**
1. Superintendent's Report

**WCESD BOARD OF TRUSTEES**

ITEM NO. V.A.6
DATE: May 14, 2019

**SUBJECT TITLE:** Superintendent's Report

Action _____ Discussion _____ Information ___√___

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## BACKGROUND

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

## CONSIDERATION

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

1) Bus Replacement Update**
2) Easton Community Water System Authority Project Update**

The Easton Community Water System Authority has been formed a joint powers authority between Washington Union High School and Washington Colony School in order to connect a new pipeline for potable water. Proposition 84 Grant funded the study and design of a project to construct a new well on the WUHS campus and provide a pipeline connection to the nearby existing Washington Colony School District (WCSD) well. Therefore, as a result an agreement was entered into between WUHS and WCSD jointly manage the water from the two newly connected wells in order to provide redundancy and water reliability for both schools.
The pipeline connection project is completed and the installation of a new pump for the Washington Colony's well is currently in progress. The WUHS well is operating and fully functioning. There was an issue with the water testing during April new pump exchange. The samples of water showed the presence of a bacteria. The water lines were chlorinated as needed for several weeks and the CA Water Boards was informed and procedures of notifications were followed. As a result the WC water system received a citation from the CA Water Boards.

**Bus Replacement Information: May 14, 2019**
Bus 2 engine failure: Recommending Bus replacement due to age of bus 2 (on its 28th year, 200,000 miles)

Bus 2 Engine has started to fail. There is too much blow by causing extreme black exhaust (Piston rings starting to loose their compression)This causes the emissions to be out of compliance. The emission controls on this bus which is the DPF(Diesel particulate filter) clogs up very quickly with too much diesel particulate matter. (Just a note,The DPF on this bus some say can cause shorter engine life due to increased back pressures in the engine over years of run time.)
This engine has 200,000 miles on it and this bus is on its 28th year of service.
This bus can (as long as it runs ok) still be used as a backup bus as long as it doesn't exceed 1,000 miles per calendar year according to the pollution control district. It can no longer be used as a daily route bus.
Engine replacement is really not an option for a chassis that's 28 years old. If the pollution control district and the bus manufacture allows for a replacement we would be talking + $30,000 for a engine and new emissions that meet current standards. Other components (transmission, rear end and suspension will obviously start to fail soon.

**Important:** So for now we have only two transit busses with no operational back up bus in service. To be clear if either one of the other busses need a repair there is no spare bus to use on the routes. We can try to contact other agencies to see if anyone has and would lets us borrow a bus. In the past the most agencies won't lend out busses anymore due to internal policies and insurance. I've contacted Southwest transportation, they will help but only by **leasing a bus and a driver** to do the routes. (This practice is done according to their internal policies)

Other information about our fleet to understand: We have three transit busses and one wheel chair bus.

- Bus 1 is on its 9th year of daily service. It has 51,000 miles on it as of today. No issues with this bus. Has modern emissions on this engine.
- Bus 2 (see above) 28th year of daily service, 200,000 miles on it as of today. This bus has after market emissions required by the pollution control district
- Bus 3 is on its 20th year of daily service it has 180,000 miles on it as of today. This bus is getting more and more difficult to keep up. Expenses on this bus this year and last have been astronomical. This bus has after market emission required by the pollution control district the same as bus 2
- Bus 4 wheel chair bus. Minimal use for preschool. Has 88,000 miles on it. Bought this one used. Oil leaks starting to be a ongoing nuisance and expense.

**Attached is one quote I received for a new replacement bus. I'll be getting a second from a different manufacturer. This is to just give you the dollar amount it takes to replace a school bus.**
**We will need to discuss this replacement and hopefully get one ordered ASAP. The lead time to get a new bus is about 4 -5 months.**

**Sincerely**
**Jeff**

**Washington Colony ESD**
REGULAR BOARD MEETING May 14, 2019
Tuesday,  May 14, 2019
Open Session: 6:30 PM | Closed Session:
Washington Colony Elementary School District
**V.B Personnel/Students**

**Type:**

**Washington Colony ESD**
REGULAR BOARD MEETING May 14, 2019
Tuesday, May 14, 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- May
2. ADA/ Enrollment

**WCESD BOARD OF TRUSTEES**

ITEM NO. V.C.1
DATE: May 14, 2019

**SUBJECT TITLE:** ADA/ENROLLMENT REPORT (report generated 5/10/19)

Action _____ Discussion _____ Information ___√___

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**BACKGROUND**

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

**CONSIDERATION**

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

# Enrollment by Teacher
# Period Ending 5/10/2019
# Month 10

| Teacher | Grade Level(s) | # of Students | YTD ADA |
|---|---|---|---|
| Davis | K | 21 | 20.42 |
| Smith | TK | 16 | 16.27 |
| Morales | K | 21 | 20.42 |
| Partlow | 1 | 27 | 26.21 |
| Schaffer | 1 | 27 | 26.53 |
| Pallas | 2 | 24 | 23.11 |
| Sweet | 2 | 25 | 24.63 |
| Espinosa | 3 | 24 | 23.47 |
| Hefley | 3 | 24 | 23.05 |
| Owens | 4 | 20 | 19.47 |
| Obeid | 4 | 21 | 20.47 |
| Smith, B. | 5 | 33 | 32.47 |
| Gonzalez | 5 | 33 | 32.37 |
| Martinez | 6 | 26 | 24.79 |
| Gray | 6 | 27 | 25.84 |
| Green | 7 | 25 | 24.68 |
| Showalter | 7 | 25 | 24.32 |
| Marquez | 8 | 23 | 22.47 |
| Silva | 8 | 22 | 21.37 |
| Taylor | K-8 SDC | 5 | 4.37 |
| **TOTALS:** | | 469 | 456.73 |

**Washington Colony ESD**
REGULAR BOARD MEETING May 14, 2019
Tuesday, May 14, 2019
Open Session: 6:30 PM | Closed Session:
Washington Colony Elementary School District
**V.B.2 Suspension Report**- E. Diaz**

**Type:**

**Attachments:**

1. Suspension Report May.pdf

**WCESD BOARD OF TRUSTEES**

ITEM NO. V.C.2
DATE: May 14, 2019

**SUBJECT TITLE:** Suspension Report

Action _____ Discussion _____ Information ___√___

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## BACKGROUND

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

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

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

## CONSIDERATION

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

**Washington Colony ESD**
REGULAR BOARD MEETING May 14, 2019
Tuesday, May 14, 2019
Open Session: 6:30 PM | Closed Session:
Washington Colony Elementary School District
**V.B.3 8th Grade Promotion Ceremony Update**- J. Cruz**

**Type:**

**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.***

**Attachments:**

1. 8th Grade Promotion Update- May

**WCESD BOARD OF TRUSTEES**

ITEM NO. V.C.3
DATE: May 14, 2019

**SUBJECT TITLE:** 8th Grade Promotion Ceremony Update

Action _____ Discussion _____ Information __√__

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## BACKGROUND

8th Grade Promotion Ceremony Guidelines and Activities Information.

## CONSIDERATION

Washington Colony School uses Standards to determine each child's eligibility for 8th grade promotions. It is the district's intent that each child participates in the promotion ceremony and end of the year activities. All 8th grade requirements must be met in order to participate in any of the activities. Parents and students use as reference Page 9 of the Parent/Student Handbook. The 8th grade promotion information and End of the Year Activities follows for your review.

# WASHINGTON COLONY SCHOOL
# 8TH GRADE END OF YEAR ACTIVITIES

## Dates and Information

**Tuesday, May 28** Promotion practice – school cafeteria
9:00 a.m. – 10:30 a.m.

**Thursday, May 30** 8th Grade Dinner / Dance
Immanuel Lutheran Social Hall
5955 S. Elm
6:00 p.m. – 8:00 p.m.

Promotion Tickets Distributed. Each graduate will receive 10 tickets.

**8th grade Field Trip- Monday, June 3, 2019**
**Six Flags Magic Mountain, Valencia, CA**
-Leaving from Washington Colony @ 6:00 a. m.
- Arriving at Six Flags @ 10:00 a.m.
- Departing Six Flags @ 4:00 p.m.

**Wednesday, June 5** 8th Grade Promotion Practice
WUHS
9:00am – 11:00am
(Mandatory Practice)

**Wednesday, June 5** 8th Grade Promotion
WUHS Auditorium
7:00 p.m. (Doors open at 6:30 p.m.)
*Tickets must be presented at the door

*ALL 8th grade requirements must be met in order to participate in any of the activities
**Please refer **to Page 9 of your Parent/Student Handbook** for additional requirement

**Washington Colony ESD**
REGULAR BOARD MEETING May 14, 2019
Tuesday,  May 14, 2019
Open Session: 6:30 PM | Closed Session:
Washington Colony Elementary School District
**VI Action Items**

**Type:**

**Washington Colony ESD**
REGULAR BOARD MEETING May 14, 2019
Tuesday,  May 14, 2019
Open Session: 6:30 PM | Closed Session:
Washington Colony Elementary School District
**VI.A Administration/Business/Governance**

**Type:**

**Washington Colony ESD**
REGULAR BOARD MEETING May 14, 2019
Tuesday, May 14, 2019
Open Session: 6:30 PM | Closed Session:
Washington Colony Elementary School District
**VI.A.1 Warrants**

**Type:**
Action

**Quick Summary/Abstract:**

*Review and Ratify Warrants paid for the period April 1 – April 30, 2019.*

**Attachments:**
1. Warrants May
2. APRIL ACCOUNTS PAYABLE BOARD REPORT

**WCESD BOARD OF TRUSTEES**

ITEM NO. VI.A.1
DATE: May 14, 2019

**SUBJECT TITLE:** WARRANTS

Action √ Discussion _____ Information _____

---

**RECOMMENDATION**

Review and ratify warrants paid for the period April 1 – April 30, 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: 4/1/2019 To: 4/30/2019

| Vendor | Warrant No | Reference | Description | Fu---Re----Y-Gl---Fn---Ob-----Si--Id | | Amount |
|---|---|---|---|---|---|---|
| 1271-ABSOLUTE URETHANE INC | 512197485 | PO-190333 | REPLACING 4 WIDE ACCESS G | 0100-09000-0-0000-8500-620000-000-00 | | 5,800.00 |
| | | | | | **Warrant Total:** | **5,800.00** |
| | | | | | **Vendor Total:** | **5,800.00** |
| 1460-ADVANCED EMISSION | 512197486 | PV-190204 | BUS 2 REPAIR | 0100-07230-0-0000-3600-430024-000-00 | | 4,347.58 |
| | | | | | **Warrant Total:** | **4,347.58** |
| | | | | | **Vendor Total:** | **4,347.58** |
| 901-AERIES SOFTWARE INC | 512197487 | PO-190291 | REGISTRATION FEE FOR STAF | 0100-11000-0-0000-2700-520000-000-44 | | 525.00 |
| | | | | | **Warrant Total:** | **525.00** |
| | | | | | **Vendor Total:** | **525.00** |
| 655-ALL VALLEY ENVIRONMENTAL IN | 512199402 | PO-190142 | 2018-2019 OPEN PURCHASE OR | 1300-53100-0-0000-8100-550008-000-00 | | 285.00 |
| | | | | | **Warrant Total:** | **285.00** |
| | | | | | **Vendor Total:** | **285.00** |
| 387-AMERIPRIDE UNIFORM SERVICE IN | 512197488 | PO-190023 | 2018-2019 OPEN PURCHASE OR | 0100-81500-0-0000-8100-550005-000-00 | | 93.99 |
| | | 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 | | 79.61 |
| | | | | | **Warrant Total:** | **345.76** |
| | 512197489 | PO-190334 | 2018-2019 OPEN PURCHASE OR | 1200-61050-0-0000-8100-550005-000-00 | | 14.02 |
| | | PO-190334 | 2018-2019 OPEN PURCHASE OR | 1200-61050-0-0000-8100-550005-000-00 | | 14.02 |
| | | | | | **Warrant Total:** | **28.04** |
| | 512199403 | PO-190023 | 2018-2019 OPEN PURCHASE OR | 0100-81500-0-0000-8100-550005-000-00 | | 93.99 |
| | | PO-190023 | 2018-2019 OPEN PURCHASE OR | 0100-81500-0-0000-8100-550005-000-00 | | 79.61 |
| | | | | | **Warrant Total:** | **173.60** |
| | 512199404 | PO-190334 | 2018-2019 OPEN PURCHASE OR | 1200-61050-0-0000-8100-550005-000-00 | | 14.02 |
| | | | | | **Warrant Total:** | **14.02** |
| | | | | | **Vendor Total:** | **561.42** |
| 1651-ARAGON, AMY | 512197490 | PV-190205 | READ ACROSS AMERICA | 0100-11000-0-1110-1000-430000-000-00 | | 32.20 |
| | | | | | **Warrant Total:** | **32.20** |
| | | | | | **Vendor Total:** | **32.20** |
| 523-AT&T | 512197491 | 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 | | 200.36 |
| | | | | | **Warrant Total:** | **269.97** |

Paid Date(s) From: 4/1/2019 To: 4/30/2019

| Vendor | Warrant No | Reference | Description | Fu---Re----Y-Gl---Fn---Ob-----Si--Id | | Amount |
|---|---|---|---|---|---|---|
| | | | | | **Vendor Total:** | **269.97** |
| 1265-ATKINSON ANDELSON LOYA RUU | 512197492 | PO-190335 | FEBRUARY LEGAL FEES | 0100-00000-0-0000-7200-580018-000-00 | | 387.19 |
| | | | | | **Warrant Total:** | **387.19** |
| | | | | | **Vendor Total:** | **387.19** |
| 375-CALIFORNIA'S VALUED TRUST | 512203862 | PV-190228 | CERTIFICATED | 0100-00010-0-0000-0000-951400-000-00 | | 38,530.87 |
| | | PV-190228 | TAB | 0100-00010-0-0000-0000-951400-000-00 | | 921.81 |
| | | PV-190228 | MANAGMENT | 0100-00010-0-0000-0000-951400-000-00 | | 1,103.81 |
| | | PV-190228 | SUPERINT | 0100-00010-0-0000-0000-951400-000-00 | | 1,376.81 |
| | | PV-190228 | TRUSTEE | 0100-00010-0-0000-0000-951400-000-00 | | 5,036.43 |
| | | PV-190228 | CLASSIFIED | 0100-00010-0-0000-0000-951400-000-00 | | 7,456.83 |
| | | | | | **Warrant Total:** | **54,426.56** |
| | 512203863 | PV-190228 | PRESC AID | 1200-00010-0-0000-0000-951400-000-00 | | 6.84 |
| | | PV-190228 | PRESCHOOL | 1200-00010-0-0000-0000-951400-000-00 | | 1,632.81 |
| | | | | | **Warrant Total:** | **1,639.65** |
| | 512203864 | PV-190228 | CAFETERIA | 1300-00010-0-0000-0000-951400-000-00 | | 925.23 |
| | | | | | **Warrant Total:** | **925.23** |
| | | | | | **Vendor Total:** | **56,991.44** |
| 1629-CASTECH PEST SERVICES | 512199405 | 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** |
| 544-CIT | 512197493 | PO-190155 | 2018-2019 OPEN PURCHASE OR | 0100-00000-0-0000-7200-560008-000-86 | | 616.54 |
| | | | | | **Warrant Total:** | **616.54** |
| | | | | | **Vendor Total:** | **616.54** |
| 1208-CULLIGAN INC. | 512199406 | 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 | 512199407 | PV-190215 | BOXES | 0100-81500-0-0000-8100-430018-000-00 | | 226.74 |
| | | PV-190216 | SHRED DOCUMENTS | 0100-00000-0-0000-2700-580000-000-00 | | 15.00 |
| | | | | | **Warrant Total:** | **241.74** |
| | | | | | **Vendor Total:** | **241.74** |
| 516-DELL MARKETING L.P. | 512199408 | PO-190314 | CHROMEBOOK 14 3400 FOR B | 0100-00000-0-0000-7110-440002-000-00 | | 1,429.99 |
| | | | | | **Warrant Total:** | **1,429.99** |

Paid Date(s) From: 4/1/2019 To: 4/30/2019

| Vendor | Warrant No | Reference | Description | Fu---Re----Y-Gl---Fn---Ob-----Si--Id | | Amount |
|---|---|---|---|---|---|---|
| | | | | | **Vendor Total:** | **1,429.99** |
| 1579-DUERR EVALUATION RESOURCES | 512203865 | PO-190344 | CALIFORNIA HEALTHY KIDS O | 0100-00000-0-1110-1000-430000-100-00 | | 88.50 |
| | | PO-190344 | CALIFORNIA HEALTHY KIDS O | 0100-00000-0-1110-1000-430000-200-00 | | 246.30 |
| | | | | | **Warrant Total:** | **334.80** |
| | | | | | **Vendor Total:** | **334.80** |
| 404-EASTON AUTO PARTS | 512197494 | PV-190206 | TRANSP SUPPLIES | 0100-07230-0-0000-3600-430024-000-00 | | 50.53 |
| | | PV-190214 | transp supplies | 0100-07230-0-0000-3600-430024-000-00 | | 138.02 |
| | | | | | **Warrant Total:** | **188.55** |
| | | | | | **Vendor Total:** | **188.55** |
| 1556-EKC ENTERPRISES INC | 512199409 | PV-190217 | REPAIR | 0100-81500-0-0000-8100-560003-000-00 | | 230.00 |
| | | | | | **Warrant Total:** | **230.00** |
| | | | | | **Vendor Total:** | **230.00** |
| 122-FOCUS PACKAGING AND SUPPLY I | 512197495 | PV-190207 | CUSTODIAL SUPPLIES | 0100-81500-0-0000-8100-430006-000-00 | | 289.05 |
| | | | | | **Warrant Total:** | **289.05** |
| | | | | | **Vendor Total:** | **289.05** |
| 125-FRESNO COUNTY CLERK /REGISTR | 512199410 | PO-190342 | NOVEMBER 6 2018 STATEWI | 0100-00000-0-0000-7110-580013-000-00 | | 1,444.37 |
| | | | | | **Warrant Total:** | **1,444.37** |
| | 512203866 | PO-190351 | STATEWIDE GENERAL ELECT | 0100-00000-0-0000-7110-580013-000-00 | | 1,432.10 |
| | | PO-190351 | STATEWIDE GENERAL ELECT | 0100-00000-0-0000-7110-580013-000-00 | | 1,443.26 |
| | | | | | **Warrant Total:** | **2,875.36** |
| | | | | | **Vendor Total:** | **4,319.73** |
| 127-FRESNO COUNTY SUPERINTENDEN | 512197496 | PO-190338 | 2018-2019 TEACHER INDUCTIO | 0100-40350-0-1110-1000-520000-000-00 | | 4,000.00 |
| | | PO-190323 | REGISTRATION FEE FOR CARL | 0100-31500-0-1110-1000-520000-000-00 | | 20.00 |
| | | PO-190337 | 2018-2019 CALIFORNIA HEALTH | 0100-09000-0-1110-1000-580010-200-15 | | 3,700.00 |
| | | PO-190336 | 2018-2019 TRUANCY INTERVENT | 0100-09000-0-1110-3130-580010-000-87 | | 774.58 |
| | | | | | **Warrant Total:** | **8,494.58** |
| | | | | | **Vendor Total:** | **8,494.58** |
| 1652-FRESNO NEON SIGN COMPANY | 512197497 | PO-190315 | MANUFACTURE AND INSTA | 0100-09000-0-0000-2495-640000-000-00 | | 18,885.15 |
| | | | | | **Warrant Total:** | **18,885.15** |
| | | | | | **Vendor Total:** | **18,885.15** |
| 131-FRESNO OXYGEN INC. | 512197498 | PO-190252 | 2018-2019 OPEN PURCHASEORDE | 0100-81500-0-0000-8100-560000-000-00 | | 56.31 |
| | | | | | **Warrant Total:** | **56.31** |

Paid Date(s) From: 4/1/2019 To: 4/30/2019

| Vendor | Warrant No | Reference | Description | Fu---Re----Y-Gl---Fn---Ob-----Si--Id | | Amount |
|---|---|---|---|---|---|---|
| | | | | | **Vendor Total:** | **56.31** |
| 587-FRESNO PRODUCE INC | 512197499 | PO-190140 | 2018-2019 OPEN PURCHASE OR | 1300-53100-0-0000-3700-470001-000-00 | | 57.00 |
| | | PO-190332 | 2018-2019 OPEN PURCHASE OR | 1300-53100-0-0000-3700-470001-000-00 | | 438.81 |
| | | PO-190140 | 2018-2019 OPEN PURCHASE OR | 1300-53100-0-0000-3700-470001-000-00 | | 526.91 |
| | | | | | **Warrant Total:** | **1,022.72** |
| | 512199411 | PO-190332 | 2018-2019 OPEN PURCHASE OR | 1300-53100-0-0000-3700-470001-000-00 | | 405.55 |
| | | | | | **Warrant Total:** | **405.55** |
| | 512203867 | PO-190332 | 2018-2019 OPEN PURCHASE OR | 1300-53100-0-0000-3700-470001-000-00 | | 377.62 |
| | | | | | **Warrant Total:** | **377.62** |
| | | | | | **Vendor Total:** | **1,805.89** |
| 135-G W SCHOOL SUPPLY | 512197500 | PO-190311 | OPEN PURCHASE ORDER FOR P | 0100-90140-0-1110-1000-430000-000-00 | | 149.67 |
| | | | | | **Warrant Total:** | **149.67** |
| | | | | | **Vendor Total:** | **149.67** |
| 141-GLACIER REFRIGERATION & AIR | 512199412 | PV-190218 | DISHWASHER REPAIR | 1300-53100-0-0000-8100-560000-000-00 | | 881.70 |
| | | PV-190219 | PM SERVICE ON REFRIG | 1300-53100-0-0000-8100-560000-000-00 | | 1,506.28 |
| | | | | | **Warrant Total:** | **2,387.98** |
| | | | | | **Vendor Total:** | **2,387.98** |
| 1356-GOODFELLOW OCCUPATIONAL TH | 512199413 | PO-190209 | 2018-2019 OPEN PURCHASE OR | 0100-33100-0-5770-1190-580000-000-79 | | 247.50 |
| | | | | | **Warrant Total:** | **247.50** |
| | | | | | **Vendor Total:** | **247.50** |
| 830-GRAINGER INC | 512197501 | PV-190209 | MAINT SUPPLIES | 0100-81500-0-0000-8100-430018-000-00 | | 101.73 |
| | | | | | **Warrant Total:** | **101.73** |
| | | | | | **Vendor Total:** | **101.73** |
| 1658-GRAY, CHARDAY | 512197502 | PV-190208 | CREDENTIAL | 0100-00000-0-0000-2700-580000-000-00 | | 100.00 |
| | | | | | **Warrant Total:** | **100.00** |
| | | | | | **Vendor Total:** | **100.00** |
| 1552-INDOOR ENVIRONMENTAL SERVIC | 512199414 | PO-190343 | PROP 39 SERVICE CONTRACT | 0100-62300-0-0000-8500-580000-000-00 | | 6,200.00 |
| | | | | | **Warrant Total:** | **6,200.00** |
| | | | | | **Vendor Total:** | **6,200.00** |
| 426-JOE'S BATTERY SERVICE | 512197503 | PV-190210 | TRANSP SUPPLIES | 0100-07230-0-0000-3600-430024-000-00 | | 729.54 |
| | | | | | **Warrant Total:** | **729.54** |

Paid Date(s) From: 4/1/2019 To: 4/30/2019

| Vendor | Warrant No | Reference | Description | Fu---Re----Y-Gl---Fn---Ob-----Si--Id | | Amount |
|---|---|---|---|---|---|---|
| | | | | | **Vendor Total:** | **729.54** |
| 931-J'S COMMUNICATIONS INC. | 512199415 | PV-190220 | RADIO PARTS | 0100-81500-0-0000-8100-430018-000-00 | | 106.36 |
| | | | | | **Warrant Total:** | **106.36** |
| | | | | | **Vendor Total:** | **106.36** |
| 427-LEISLE ELECTRIC INC | 512199416 | PV-190221 | BUS REPAIR | 0100-07230-0-0000-3600-560005-000-00 | | 726.37 |
| | | | | | **Warrant Total:** | **726.37** |
| | | | | | **Vendor Total:** | **726.37** |
| 205-MANGINI ASSOCIATES INC | 512199417 | PV-190222 | NEW CONST | 0100-90400-0-0000-8500-620002-000-18 | | 46.57 |
| | | | | | **Warrant Total:** | **46.57** |
| | | | | | **Vendor Total:** | **46.57** |
| 220-MISSION LINEN SUPPLY INC. | 512197504 | PO-190141 | 2018-2019 OPEN PURCHASE OR | 1300-53100-0-0000-8100-550005-000-00 | | 91.92 |
| | | PO-190141 | 2018-2019 OPEN PURCHASE OR | 1300-53100-0-0000-8100-550005-000-00 | | 91.92 |
| | | | | | **Warrant Total:** | **183.84** |
| | 512199418 | PO-190141 | 2018-2019 OPEN PURCHASE OR | 1300-53100-0-0000-8100-550005-000-00 | | 91.92 |
| | | | | | **Warrant Total:** | **91.92** |
| | 512203868 | PO-190141 | 2018-2019 OPEN PURCHASE OR | 1300-53100-0-0000-8100-550005-000-00 | | 91.92 |
| | | | | | **Warrant Total:** | **91.92** |
| | | | | | **Vendor Total:** | **367.68** |
| 1534-MULTI TECH | 512197505 | PV-190211 | BUS 1 REPAIR | 0100-07230-0-0000-3600-560005-000-00 | | 530.09 |
| | | | | | **Warrant Total:** | **530.09** |
| | | | | | **Vendor Total:** | **530.09** |
| 377-OFFICE DEPOT | 512203869 | PO-190350 | CAFETERIA SUPPLIES - SEE A | 0100-09000-0-1110-1000-430000-000-77 | | 200.90 |
| | | PO-190350 | CAFETERIA SUPPLIES - SEE A | 0100-11000-0-1110-1000-430000-000-00 | | 59.44 |
| | | PO-190350 | CAFETERIA SUPPLIES - SEE A | 0100-00000-0-1110-1000-430000-100-65 | | 58.08 |
| | | PO-190350 | CAFETERIA SUPPLIES - SEE A | 0100-00000-0-1110-1000-430000-100-65 | | 18.13 |
| | | PO-190350 | CAFETERIA SUPPLIES - SEE A | 0100-00000-0-1110-1000-430000-100-65 | | 78.88 |
| | | PO-190350 | CAFETERIA SUPPLIES - SEE A | 0100-11000-0-1110-1000-430000-000-00 | | 56.97 |
| | | PO-190350 | CAFETERIA SUPPLIES - SEE A | 0100-11000-0-1110-1000-430000-000-00 | | 22.62 |
| | | PO-190350 | CAFETERIA SUPPLIES - SEE A | 0100-00000-0-1110-1000-430000-100-63 | | 90.15 |
| | | PO-190350 | CAFETERIA SUPPLIES - SEE A | 0100-00000-0-1110-1000-430000-100-63 | | 11.22 |
| | | PO-190350 | CAFETERIA SUPPLIES - SEE A | 0100-00000-0-1110-1000-430000-100-00 | | 345.41 |
| | | PO-190350 | CAFETERIA SUPPLIES - SEE A | 0100-00000-0-1110-1000-430000-200-00 | | 345.41 |
| | | PO-190350 | CAFETERIA SUPPLIES - SEE A | 0100-11000-0-1110-1000-430000-000-00 | | 129.33 |

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| Vendor | Warrant No | Reference | Description | Fu---Re----Y-Gl---Fn---Ob-----Si--Id | | Amount |
|---|---|---|---|---|---|---|
| | 512203869 | PO-190350 | CAFETERIA SUPPLIES - SEE A | 0100-11000-0-1110-1000-430000-000-00 | | 44.33 |
| | | PO-190350 | CAFETERIA SUPPLIES - SEE A | 0100-11000-0-1110-1000-430000-000-00 | | 66.29 |
| | | PO-190350 | CAFETERIA SUPPLIES - SEE A | 0100-90140-0-1110-1000-430000-000-00 | | 232.30 |
| | | PO-190350 | CAFETERIA SUPPLIES - SEE A | 0100-90140-0-1110-1000-430000-000-00 | | 35.39 |
| | | PO-190350 | CAFETERIA SUPPLIES - SEE A | 0100-90140-0-1110-1000-430000-000-00 | | 27.74 |
| | | PO-190350 | CAFETERIA SUPPLIES - SEE A | 0100-00000-0-1110-1000-430000-200-69 | | 43.62 |
| | | PO-190350 | CAFETERIA SUPPLIES - SEE A | 0100-00000-0-0000-2700-430013-000-00 | | 21.23 |
| | | PO-190350 | CAFETERIA SUPPLIES - SEE A | 0100-00000-0-0000-2700-430013-000-00 | | 17.51 |
| | | PO-190350 | CAFETERIA SUPPLIES - SEE A | 0100-00000-0-0000-2700-430013-000-00 | | 9.78 |
| | | PO-190350 | CAFETERIA SUPPLIES - SEE A | 0100-00000-0-0000-2700-430013-000-00 | | 117.56 |
| | | PO-190350 | CAFETERIA SUPPLIES - SEE A | 0100-00000-0-0000-2700-430013-000-00 | | 81.35 |
| | | PO-190350 | CAFETERIA SUPPLIES - SEE A | 0100-00000-0-0000-2700-430013-000-00 | | 29.14 |
| | | PO-190350 | CAFETERIA SUPPLIES - SEE A | 0100-00000-0-0000-2700-430013-000-00 | | 32.19 |
| | | | | | **Warrant Total:** | **2,174.97** |
| | 512203870 | PO-190350 | CAFETERIA SUPPLIES - SEE A | 1200-61050-0-0001-1000-430000-000-00 | | 46.41 |
| | | PO-190350 | CAFETERIA SUPPLIES - SEE A | 1200-61050-0-0001-1000-430000-000-00 | | 28.76 |
| | | | | | **Warrant Total:** | **75.17** |
| | 512203871 | PO-190350 | CAFETERIA SUPPLIES - SEE A | 1300-53100-0-0000-3700-430008-000-00 | | 83.13 |
| | | PO-190350 | CAFETERIA SUPPLIES - SEE A | 1300-53100-0-0000-3700-430008-000-00 | | 53.71 |
| | | | | | **Warrant Total:** | **136.84** |
| | | | | | **Vendor Total:** | **2,386.98** |
| 1280-P & R PAPER SUPPLY COMPANY I | 512197506 | PO-190136 | 2018-2019 OPEN PURCHASE OR | 1300-53100-0-0000-3700-430008-000-00 | | 553.84 |
| | | | | | **Warrant Total:** | **553.84** |
| | 512203872 | PO-190136 | 2018-2019 OPEN PURCHASE OR | 1300-53100-0-0000-3700-430008-000-00 | | 474.44 |
| | | | | | **Warrant Total:** | **474.44** |
| | | | | | **Vendor Total:** | **1,028.28** |
| 385-PACIFIC GAS & ELECTRIC INC | 512197507 | PO-190124 | 2018-2019 OPEN PURCHASE OR | 0100-81500-0-0000-8100-550001-000-00 | | 133.28 |
| | | PO-190124 | 2018-2019 OPEN PURCHASE OR | 0100-81500-0-0000-8100-550001-000-00 | | 1,605.81 |
| | | PO-190124 | 2018-2019 OPEN PURCHASE OR | 0100-81500-0-0000-8100-550001-000-00 | | 715.26 |
| | | PO-190124 | 2018-2019 OPEN PURCHASE OR | 0100-81500-0-0000-8100-550001-000-00 | | 50.04 |
| | | PO-190124 | 2018-2019 OPEN PURCHASE OR | 0100-81500-0-0000-8100-550001-000-00 | | 1,336.47 |
| | | | | | **Warrant Total:** | **3,840.86** |
| | | | | | **Vendor Total:** | **3,840.86** |
| 1622-PARTY CITY | 512197508 | PO-190312 | OPEN PURCHASE ORDER FOR P | 0100-90140-0-1110-1000-430000-000-00 | | 145.14 |
| | | | | | **Warrant Total:** | **145.14** |

Paid Date(s) From: 4/1/2019 To: 4/30/2019

| Vendor | Warrant No | Reference | Description | Fu---Re----Y-Gl---Fn---Ob-----Si--Id | | Amount |
|---|---|---|---|---|---|---|
| | | | | | **Vendor Total:** | **145.14** |
| 1655-PIXEL8 PRINTS | 512199419 | PO-190319 | SPORT GREY SHIRTS W/2 COL | 0100-09000-0-1110-1000-430000-000-00 | | 3,158.27 |
| | | PO-190324 | PERSONIZED T SHIRTS FOR S | 0100-11000-0-1110-1000-430000-000-00 | | 1,036.56 |
| | | | | | **Warrant Total:** | **4,194.83** |
| | | | | | **Vendor Total:** | **4,194.83** |
| 258-PRODUCERS DAIRY FOOD INC. | 512197509 | PO-190138 | 2018-2019 OPEN PURCHASE OR | 1300-53100-0-0000-3700-470001-000-00 | | 488.35 |
| | | PO-190138 | 2018-2019 OPEN PURCHASE OR | 1300-53100-0-0000-3700-470001-000-00 | | 411.22 |
| | | | | | **Warrant Total:** | **899.57** |
| | 512199420 | PO-190138 | 2018-2019 OPEN PURCHASE OR | 1300-53100-0-0000-3700-470001-000-00 | | 473.83 |
| | | | | | **Warrant Total:** | **473.83** |
| | 512203873 | PO-190138 | 2018-2019 OPEN PURCHASE OR | 1300-53100-0-0000-3700-470001-000-00 | | 358.61 |
| | | | | | **Warrant Total:** | **358.61** |
| | | | | | **Vendor Total:** | **1,732.01** |
| 1312-ROBERT V. JENSEN INC. | 512199421 | PO-190158 | 2018-2019 OPEN PURCHASE OR | 0100-07230-0-0000-3600-430009-000-00 | | 668.63 |
| | | | | | **Warrant Total:** | **668.63** |
| | | | | | **Vendor Total:** | **668.63** |
| 284-SCHOLASTIC BOOK CLUBS INC | 512203874 | PV-190225 | SUPPLIES | 0100-00000-0-1110-1000-430000-000-00 | | 26.00 |
| | | PV-190226 | CLASS SUPPLIES | 0100-00000-0-1110-1000-430000-000-00 | | 177.00 |
| | | PV-190227 | CLASS SUPPLIES | 0100-00000-0-1110-1000-430000-000-00 | | 25.00 |
| | | | | | **Warrant Total:** | **228.00** |
| | | | | | **Vendor Total:** | **228.00** |
| 1362-SCHOOL FOOD CONSULTANTS GRO | 512199422 | PO-190128 | 2018-2019 OPEN PURCHASE OR | 1300-53100-0-0000-3700-580000-000-85 | | 1,383.25 |
| | | | | | **Warrant Total:** | **1,383.25** |
| | | | | | **Vendor Total:** | **1,383.25** |
| 701-SCHOOLWORKS INC | 512197510 | PO-190339 | ASSISTANCE AND GUIDANCE F | 2500-00000-0-0000-7200-580000-000-00 | | 7,500.00 |
| | | | | | **Warrant Total:** | **7,500.00** |
| | | | | | **Vendor Total:** | **7,500.00** |
| 304-SONITROL INC | 512199423 | 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** |

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| Vendor | Warrant No | Reference | Description | Fu---Re----Y-Gl---Fn---Ob-----Si--Id | | Amount |
|---|---|---|---|---|---|---|
| | | | | | **Vendor Total:** | **1,704.00** |
| 1263-SPARKLETTS | 512199424 | PO-190130 | 2018-2019 OPEN PURCHASE OR | 0100-81500-0-0000-8100-550009-000-00 | | 85.86 |
| | | | | | **Warrant Total:** | **85.86** |
| | | | | | **Vendor Total:** | **85.86** |
| 203-SYSCO FOOD SERVICE OF CENTRA | 512197511 | PV-190212 | BOOK CLUB SUPPLIES | 0100-11000-0-1110-1000-430000-000-00 | | 54.92 |
| | | | | | **Warrant Total:** | **54.92** |
| | 512197512 | PO-190137 | 2018-2019 OPEN PURCHASE OR | 1300-53100-0-0000-3700-470001-000-00 | | 82.49 |
| | | PO-190310 | 2018-2019 OPEN PURCHASE OR | 1300-53100-0-0000-3700-470001-000-07 | | 412.90 |
| | | PO-190137 | 2018-2019 OPEN PURCHASE OR | 1300-53100-0-0000-3700-470001-000-00 | | 2,508.29 |
| | | PO-190137 | 2018-2019 OPEN PURCHASE OR | 1300-53100-0-0000-3700-470001-000-00 | | 2,497.70 |
| | | PO-190310 | 2018-2019 OPEN PURCHASE OR | 1300-53100-0-0000-3700-470001-000-07 | | 352.44 |
| | | | | | **Warrant Total:** | **5,853.82** |
| | 512199425 | PO-190137 | 2018-2019 OPEN PURCHASE OR | 1300-53100-0-0000-3700-470001-000-00 | | 43.00 |
| | | PO-190137 | 2018-2019 OPEN PURCHASE OR | 1300-53100-0-0000-3700-470001-000-00 | | 2,028.78 |
| | | PO-190310 | 2018-2019 OPEN PURCHASE OR | 1300-53100-0-0000-3700-470001-000-07 | | 360.56 |
| | | PO-190310 | 2018-2019 OPEN PURCHASE OR | 1300-53100-0-0000-3700-470001-000-07 | | 549.48 |
| | | | | | **Warrant Total:** | **2,981.82** |
| | 512203875 | PO-190137 | 2018-2019 OPEN PURCHASE OR | 1300-53100-0-0000-3700-470001-000-00 | | 3,057.85 |
| | | PO-190310 | 2018-2019 OPEN PURCHASE OR | 1300-53100-0-0000-3700-470001-000-07 | | 356.12 |
| | | | | | **Warrant Total:** | **3,413.97** |
| | | | | | **Vendor Total:** | **12,304.53** |
| 392-TERMINAL AIR BRAKE SUPPLY INC | 512197513 | PV-190213 | BUS SUPPLIES | 0100-07230-0-0000-3600-430024-000-00 | | 22.83 |
| | | | | | **Warrant Total:** | **22.83** |
| | | | | | **Vendor Total:** | **22.83** |
| 332-THE HOME DEPOT CREDIT SERVICE | 512199426 | PV-190223 | MAINT SUPPLIES | 0100-81500-0-0000-8100-430018-000-00 | | 74.89 |
| | | | | | **Warrant Total:** | **74.89** |
| | | | | | **Vendor Total:** | **74.89** |
| 1283-THOMPSON, BETTY W | 512197514 | PO-190145 | 2018-2019 OPEN PURCHASE OR | 0100-00000-0-0000-7300-580000-000-00 | | 756.00 |
| | | | | | **Warrant Total:** | **756.00** |
| | | | | | **Vendor Total:** | **756.00** |
| 136-TOSHIBA AMERICA BUSINESS SOLU | 512197515 | PO-190064 | 2018-2019 OPEN PURCHASE OR | 0100-11000-0-1110-1000-560008-200-84 | | 736.39 |
| | | | | | **Warrant Total:** | **736.39** |
| | | | | | **Vendor Total:** | **736.39** |

Paid Date(s) From: 4/1/2019 To: 4/30/2019

| Vendor | Warrant No | Reference | Description | Fu---Re----Y-Gl---Fn---Ob-----Si--Id | | Amount |
|---|---|---|---|---|---|---|
| 1129-U.S. BANK NATIONAL ASSOCIATIO | 512203876 | PV-190224 | office supplies | 0100-00000-0-0000-2700-430013-000-00 | | 21.72 |
| | | PV-190224 | office supplies | 0100-00000-0-0000-2700-430013-000-00 | | 21.66 |
| | | PV-190224 | office supplies | 0100-00000-0-0000-2700-430013-000-00 | | 9.99 |
| | | PV-190224 | cpr training | 0100-07230-0-0000-3600-520000-000-00 | | 60.00 |
| | | | | | **Warrant Total:** | **113.37** |
| | | | | | **Vendor Total:** | **113.37** |
| 1568-VALERO FLEET SERVICES INC | 512203877 | PO-190132 | 2017-2018 OPEN PURCHASE OR | 0100-07230-0-0000-3600-430009-000-00 | | 125.02 |
| | | | | | **Warrant Total:** | **125.02** |
| | | | | | **Vendor Total:** | **125.02** |
| 967-WASTE MANAGEMENT/USA WAST | 512197516 | 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 | 512199427 | PO-190066 | 2018-2019 OPEN PURCHASE OR | 0100-11000-0-1110-1000-560008-100-82 | | 553.15 |
| | | | | | **Warrant Total:** | **553.15** |
| | | | | | **Vendor Total:** | **553.15** |

Paid Date(s) From: 4/1/2019 To: 4/30/2019

**Total # of Warrants:** **74** **Grand Total:** **158,109.62**

**Washington Colony ESD**
REGULAR BOARD MEETING May 14, 2019
Tuesday, May 14, 2019
Open Session: 6:30 PM | Closed Session:
Washington Colony Elementary School District
**VI.A.2 Contract/ FCSS School Psychologist Services Agreement, 2019-20**

**Type:**
Action

**Quick Summary/Abstract:**
Approve the FCSS School Psychologist Services Agreement for 2019-20.

**Attachments:**
1. Contracts Service Agreement/ Psychologist Services- May

**WCESD BOARD OF TRUSTEES**

ITEM NO. VI.A.2
DATE: May 14, 2019

**SUBJECT TITLE:** CONTRACTS/SERVICE AGREEMENTS

Action ___√___ Discussion _____ Information _____

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## RECOMMENDATION

Approve School Psychologist Services Agreement between the Fresno County Superintendent of Schools ("FCSS") and the Washington Colony Elementary School District ("District") for the 2019-20 school year.

## BACKGROUND

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

## CONSIDERATION

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

## FINANCIAL IMPACT:

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

Contract Amount ($102,850.00)

## FUNDING SOURCE:

General Fund (0100) – Special Education.

Moved by _____ Second _____

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

**SCHOOL PSYCHOLOGIST SERVICES AGREEMENT ("Agreement")**

Legal Doc./Contract No. of this signed Agreement *(Legal Services use only)*: 113969

**COVER**

| AGENCY |
|---|
| WASHINGTON COLONY ELEMENTARY SCHOOL DISTRICT **("Agency")**<br>Attn: Jesus Cruz, Superintendent<br>130 E. Lincoln Ave.<br>Fresno, Calif. 93706<br>Phone: (559) 233-0706 Fax: (559) 233-9583<br>Email: jesuscruz@washingtoncolony.org |
| FCSS |
| Fresno County Superintendent of Schools **("FCSS")**<br>Attn: Trish Small, Director<br>Dept.: Pupil Personnel Services<br>Fresno County Office of Education<br>1111 Van Ness Avenue<br>Fresno, CA 93721-2000<br>Phone: (559) 265-3001<br>Email: tsmall@fcoe.org |
| CONTRACT TERM (see § 3.1) |
| **"Effective Date":** July 1, 2019<br>**"Termination Date":** June 30, 2020 |

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

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

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

2. PAYMENT METHOD AND SCHEDULE: Agency shall pay the Contract Amount to FCSS as designated below *(mark one)*:

   XX *Automatic Transfer*: FCSS will transfer the Contract Amount from Agency's account to FCSS' account on or about March 1 during the Contract Term.

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

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

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

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

REQUIRED DOCUMENTS. Each Party, upon the other Party's request, shall provide written proof that the following insurance is in effect during the Contract Term, such proof referred to as **"Required Document"** (see Art. 4):

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

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

AGENCY

By: _____
Print Name: JESUS CRUZ
Title: Superintendent

FCSS

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

## GENERAL TERMS AND CONDITIONS

These General Terms and Conditions contain the following Articles:


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


ARTICLE 1 SCOPE OF SERVICES AND OBLIGATIONS.

SECTION 1.1 RECITALS. Agency requires credentialed school psychologist services and FCSS provides such services. By this Agreement, the Parties desire to set forth the terms and conditions regarding FCSS' provision of Paid Services and/or Direct Services, as stated on the Cover of this Agreement, to Agency and Agency's compensation of FCSS for Paid Services. Agency acknowledges and understands that: (i) FCSS is providing similar services to other agencies and FCSS' departments; (ii) that FCSS' provision of the Paid Services and/or Direct Services to Agency under this Agreement are coordinated with and subject to the availability of FCSS' credentialed school psychologists based on services scheduled with other agencies and FCSS' departments; and (iii) that FCSS' provision of the Paid and/or Direct Services to Agency is conditioned on Agency providing suitable confidential office space, acceptable to FCSS, for FCSS to carry out the credentialed school psychologist services being provided. At FCSS's sole discretion, the provision of Paid Services and/or Direct Services under this agreement may also include FCSS providing assistance to Agency in the organization and review of Agency records for Agency students.

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

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

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

ARTICLE 1A ADDITIONAL REQUIREMENTS.

SECTION 1A.1 COMPLIANCE WITH APPLICABLE LAW AND GRANT. Each Party shall comply with all laws and related regulations applicable to its performance of this Agreement, and all laws and related regulations for which it agrees to comply under this Agreement (collectively and separately referred to as **"Applicable Law"** and shall include any amendment thereto and laws and related regulations that are effective as of the Effective Date or that become effective during the Contract Term). Each Applicable Law is deemed inserted herein; however, if any conflict or inconsistency exists between a provision in this Agreement and a provision in an Applicable Law, the provision in this Agreement shall govern except where the provision in this Agreement is specifically prohibited or void by the Applicable Law in which case the

provision in the Applicable Law shall govern to the extent provided in the Applicable Law. Each Party shall comply with the terms and conditions of each grant (if any) that provides funding for this Agreement and all applicable laws, regulations, and requirements.

SECTION 1A.2 WORK PRODUCTS AND RIGHTS THERETO. The provisions in this Section shall survive the termination of this Agreement and apply to any Work that a Party prepares for or provides to the other Party pursuant to this Agreement. Each Party's Work shall remain its property and that Party shall have all interests and rights thereto. Each Party grants to the other Party a limited license during the Contract Term to use and reproduce those portions of the other Party's Work necessary for the Party's performance of this Agreement. Upon termination of this Agreement and upon a Party's request, the other Party shall return any or all Work that belongs to the requesting Party. **"Work"** means any data, document, display, drawing, report, material, invention, work, and discovery, including any copyright, right, and interest therein or thereto and whether written, recorded, or electronically stored.

SECTION 1A.3 CONFIDENTIAL RECORDS AND INFORMATION.

1.4.1 CONFIDENTIAL MATERIAL. If any documents and/or information (for example and not as a limitation, employee or student record) that is subject to nondisclosure or protection under federal and/or California laws (collectively and separately **"Confidential Material"**) are provided to or created by a Party for or pursuant to this Agreement, each Party shall: (A) not release, disseminate, publish, or disclose the Confidential Material, except as required by law or a court order or as this Agreement may permit; (B) unless specifically permitted by applicable laws, not use the Confidential Materials for any purpose not related to a Party's performance of this Agreement; (C) protect and secure the Confidential Material, including Confidential Material saved or stored in an electronic form, to ensure that it is safe from theft, loss, destruction, erasure, alteration, and unauthorized viewing, duplication, and use; (D) acknowledge that any Confidential Material related to students shall be the property of and under the control of the Party whose student it relates to, notwithstanding any use authorized under this Agreement or its status as Work; and (E) not retain any Confidential Material related to a student of the other Party upon the expiration of this Agreement, which shall be accomplished by either the return of or the destruction of such Confidential Material. The provisions of this Subsection shall survive the termination of this Agreement.

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

ARTICLE 2 PAYMENT.

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

ARTICLE 3 TERM AND TERMINATION OF AGREEMENT.

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

SECTION 3.2 GROUND FOR TERMINATION. This Agreement shall terminate upon expiration of the Contract Term. During the Contract Term, a Party may terminate this Agreement only upon the other Party's material breach of one or more provisions of this Agreement and after the non-breaching Party has provided the breaching Party with at least 30 days written notice before the effective termination date and an

opportunity within those 30 days to cure the material breach and to notify the other Party in writing when such cure has been completed; if the material breach has not been cured upon expiration of the 30 days, this Agreement shall terminate without any further notice or action by any Party.

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

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

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

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

ARTICLE 4 INSURANCE.

Each Party, at its cost and during the Contract Term, shall maintain in effect insurance or self-insurance providing the coverage listed on the Cover that complies, at a minimum, with the following requirements, and shall provide written proof of such insurance to the other Party upon the other Party's request: (A) *commercial general liability* with limits of not less than $1,000,000 per occurrence and $2,000,000 general aggregate and with coverage for property damage, bodily injury, and personal and advertising injury; (B) w*orkers compensation* with limits of not less than $1,000,000 or as required by California laws, whichever is greater; and *employer's liability insurance* of not less than $1,000,000; and (C) c*ommercial automobile liability* covering, at a minimum, all owned, non-owned, and hired autos or any auto, with a combined single limit of not less than $1,000,000 per accident.

ARTICLE 5 INDEMNITY.

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

director, officer, employee, or agent of Agency; (C) an officer, employee, or agent of FCSS; or (D) contracted with (whether directly or through a subcontract of any level) or otherwise retained by a Party to act for or on the Party's behalf. **"Final Determination"** means any judgment, order, or decision, each a **"Determination,"** by a court of competent jurisdiction or a governmental entity with jurisdiction to render the Determination where the Determination is not subject to appeal or the period for an appeal has expired.

ARTICLE 6 DISPUTE RESOLUTION.

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

ARTICLE 7 GENERAL PROVISIONS.

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

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

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

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

SECTION 7.5 NOTICES. Except as may be stated otherwise in this Agreement in which case such provision shall govern to the extent provided therein, each Party shall give any notices, demands, and all other communications required or permitted under this Agreement in writing and by one of the following

methods to the other Party at its address and/or email stated on the Cover, delivery to be effective upon receipt thereof by the other Party: (A) hand delivery; (B) sent by a reputable overnight courier service that tracks the delivery; (C) sent by certified mail, return receipt requested, postage prepaid; or (D) sent by regular mail *and* transmitted by e-mail; and, ***if to FCSS, a copy of any notice and demand by email to***: FCSS Legal Services at legalservices@fcoe.org. A Party may change its contact person and/or contact information stated on the Cover by notifying the other Party of the particular change and the effective date thereof in accordance with this Section. The provisions of this Section shall survive the termination of this Agreement.

/ /

**Washington Colony ESD**
REGULAR BOARD MEETING May 14, 2019
Tuesday, May 14, 2019
Open Session: 6:30 PM | Closed Session:
Washington Colony Elementary School District
**VI.A.3 Contract/ FCSS Behavioral Health Services Agreement, 2019-21**

**Type:**
Action

**Quick Summary/Abstract:**

*Approve the FCSS Behavioral Health Services Agreement for 2019-20.*

**Attachments:**

1. Contracts Service Agreement- Behavioral Health Services

**WCESD BOARD OF TRUSTEES**

ITEM NO. VI.A.2
DATE: May 14, 2019

**SUBJECT TITLE:** CONTRACTS/SERVICE AGREEMENTS

Action ___√___ Discussion _____ Information _____

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## RECOMMENDATION

Approve Behavioral Health Services Agreement between the Fresno County Superintendent of Schools ("FCSS") and the Washington Colony Elementary School District ("District") for the 2019-21 school years.

## BACKGROUND

The County Superintendent previously entered into an Agreement with the County of Fresno on June 5, 2018, for the provision of behavioral health services (the "Services") to the students of school Districts within Fresno County ("Master Agreement"). The District educates students, some of whom would benefit from behavioral health services.

County Superintendent Service Providers will provide crisis support in situations that a student expresses desire to harm himself/herself or a desire to harm others, as circumstances permit through the "All 4 Youth Program". A school clinician for Mental Health will be available at school site.

The All 4 Youth is a partnership program between the Fresno County Department of Behavioral Health and Fresno County Superintendent of Schools for children and youth ages 0-22 years old experiencing difficulties that affect them at school and at home.
All 4 Youth is designed to enable youth and their families to access behavioral health services at school, in the community or in home. The goal of All 4 Youth is to remove barriers and increase access to a positive healthy environment in which to live and learn.

## CONSIDERATION

Washington Colony is a recipient to have a Mental Health clinician for the 2019-21 school years. The school has to provide a location for the clinician to meet with students. Consider the approval of the Behavioral Health Services agreement.

## FINANCIAL IMPACT:

Based on Family need from Services provided by Behavioral Health Partnership/All 4 Youth

Moved by _____ Second _____

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

# AGREEMENT

# BETWEEN WASHINGTON COLONY ELEMENTARY SCHOOL DISTRICT AND FRESNO COUNTY SUPERINTENDENT OF SCHOOLS FOR BEHAVIORAL HEALTH SERVICES

## 1. AGREEMENT

This Agreement is entered into this 1st day of July 2019, between the WASHINGTON COLONY ELEMENTARY SCHOOL DISTRICT (hereinafter referred to as "District") and the FRESNO COUNTY SUPERINTENDENT OF SCHOOLS (hereinafter referred to as "County Superintendent") for the purpose of providing behavioral health services to the students of the District.

The County Superintendent previously entered into an Agreement with the County of Fresno on June 5, 2018, for the provision of behavioral health services (the "Services") to the students of school Districts within Fresno County ("Master Agreement"). The District educates students, some of whom would benefit from behavioral health services. District wishes to engage County Superintendent to provide behavioral health services to its students in need. District and County Superintendent, intending to be legally bound, therefore agree as follows:

## 2. SCOPE OF SERVICES

The scope of the Services to be provided to the students of the District by service providers employed by the County Superintendent (hereinafter "Service Providers") during the agreement term are set forth in the Scope of Services attached hereto and incorporated herein as Exhibit A.

County Superintendent Service Providers will provide crisis support in situations that a student expresses desire to harm himself/herself or a desire to harm others, as circumstances permit.

County Superintendent Service Providers, as circumstances permit, will provide support in the form of consultation and collaboration for crisis situations that are non-life threatening or that do not involve threats of harm to self or others (this may not include direct intervention).

## 3. TERM OF AGREEMENT

The term of this Agreement shall be from July 1, 2019 to June 30, 2021. Neither District nor County Superintendent are required to renew this Agreement in subsequent Agreement years. However, the parties acknowledge that any subsequent Agreement is to be renegotiated prior to June 30, 2021. If a subsequent Agreement has not been executed prior to June 30, 2021 and if the Parties intend to continue the relationship, then this Agreement shall remain in force and effect until terminated as provided herein or a new Agreement is executed.

## 4. INTEGRATION/CONTINUANCE OF AGREEMENT FOLLOWING EXPIRATION OR TERMINATION

This Agreement supersedes any prior or contemporaneous written or oral understanding or agreement/ with respect to the terms set forth in this Agreement. This Agreement may be amended only by written amendment executed by both parties.

Either party may terminate this Agreement with or without cause by providing 60 days' prior written notice.

## 5. CERTIFICATION AND LICENSES

Service Providers employed by the County Superintendent who are required to be licensed or board certified will be registered with the applicable board according to their area of specialty (i.e. Board of Behavioral Sciences or Board of Psychology or Medical Board of California) and are in good standing under the laws of the State of California.

## ADMINISTRATION OF AGREEMENT

## 6. NOTICES

All notices provided for by this Agreement shall be in writing. Notices shall be submitted in electronic transmission or mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to District shall be addressed to:

Name: Jesus Cruz

District: Washington Colony Elementary District

Address: 130 E. Lincoln Avenue

City, State Zip: Fresno, CA 93706

Superintendent Email Address: jesuscruz@washingtoncolony.org

His or Her Administrative Assistant Email Address: crystalgomez@washingtoncolony.org

Notices to County Superintendent shall be addressed to:

Name: Trina Frazier

Provider: Behavioral Health Partnership/All 4 Youth

Address: 1111 Van Ness Ave.

City, State Zip: Fresno, California 93721

County Superintendent Email Address: tfrazier@fcoe.org

His or Her Administrative Assistant Email Address: lwascher@fcoe.org

## 7. SEVERABILITY CLAUSE

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

## 8. SUCCESSORS IN INTEREST

Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.

## 9. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this Agreement with venue in the Superior Court for the State of California, County of Fresno.

## 10. MODIFICATIONS AND AMENDMENTS

This Agreement may only be modified or amended in a writing agreed to by the Parties.

## 11. INSURANCE

County Superintendent shall for the duration of the Agreement be permissibly self-insured against claims for injuries to persons or damages to property, which may arise from or in connection with performance under this Agreement by County Superintendent, Service Providers, its agents, representatives, or employees.

Prior to final approval of this Agreement, County Superintendent shall deliver to the District documentation for each required coverage and additional insured endorsements for the comprehensive general liability and comprehensive automobile liability coverages. If at any time said coverages lapse or become canceled, this Agreement shall become void. The acceptance by District of the above-required coverages does not serve to limit the liability or responsibility of the insurer or County Superintendent.

For all coverage procured by County Superintendent, the following terms apply:

A. County Superintendent shall maintain limits of coverage no less than:

1. Commercial General Liability: $2,000,000 per occurrence for bodily injury and property damage, personal injury and completed operations.

2. Automobile Liability: $1,000,000 combined single limit.

3. Professional Liability/Errors and Omissions coverage, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability Insurance: $2,000,000 per occurrence/ $2,000,000 aggregate.

4. Worker's Compensation Insurance, with Employer's Liability limits not less than $2,000,000 each accident.

B. The general liability and automobile liability coverages are to contain, or be endorsed to contain, the following provisions:

1. The District, its subsidiaries, officials and employees are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of County Superintendent; products and completed operations of County Superintendent; premises owned, occupied or used by County Superintendent; or automobiles owned, hired or borrowed by County Superintendent. The coverage shall contain no special limitations on the scope of protection afforded to the District, its subsidiaries, officials, and employees.

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

3. Each coverage required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

C. County Superintendent shall furnish the District with original or photocopies of endorsements effecting coverage required by this clause. All Certificates of Insurance shall reference the Agreement number, the name of school or agency submitting the Agreement number, the name of school or agency submitting the certificate, and the location of the agency submitting the certificate.

D. Should any of the required coverages lapse during the term of this Agreement, the District may terminate this Agreement effective on the date of lapse.

E. If District or County Superintendent determines that change in coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

F. District represents that it is self-insured in compliance with the laws of the state of California, that the self-insurance covers District employees acting within the

course and scope of their respective duties, and that its self-insurance covers District's indemnification obligations under this Agreement.

## 12. INDEMNIFICATION

County Superintendent shall indemnify and defend District and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("District Indemnitees") against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Agreement or its performance, to the extent that such loss, expense, damage or liability was proximately caused by sole gross negligence or willful misconduct of County Superintendent, including, without limitation, its Service Providers, agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding District and District Indemnitees).

District shall indemnify and hold County Superintendent and its Board Members, administrators, employees, Service Providers, agents, attorneys, and subcontractors ("County Superintendent's Indemnitees") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Agreement or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the gross negligence or willful act of District, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding County Superintendent and/or any County Superintendent's Indemnitees).

## 13. INDEPENDENT CONTRACTOR

This Agreement is by and between two independent entities that have an independent Agreement relationship. County Superintendent shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee between the District and County Superintendent and any of its employees, agents, affiliates or other representatives, or between the District and any individual assigned by County Superintendent, to perform any services for the District. County Superintendent shall provide all services under this Agreement as an independent contractor, and neither shall have the authority to bind or make any commitment on behalf of the other.

County Superintendent shall be the sole employer of the individuals selected as Service Providers. County Superintendent shall be solely responsible for directing its staff, making staffing decisions.

The Parties agree that the District is not to assume, nor shall it assume by this Agreement, any liability under the California Workers' Compensation Insurance and Safety Act for, by, or on behalf of any County Superintendent employees, while said employees are on the premises of District or while performing any duty whatsoever under this Agreement, or

while going to or from any of the services described herein. County Superintendent shall provide written notice to its employees of this clause in this Agreement.

## 14. NON-DISCRIMINATION

County Superintendent and District shall not unlawfully discriminate on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation, in employment or operation of programs pursuant to this Agreement.

## 15. MAINTENANCE OF RECORDS/PROPRIETARY INFORMATION OF DISTRICT

County Superintendent understands and agrees that, in connection with this Agreement, County Superintendent may have access to proprietary or confidential information which may be owned or controlled by District, and that such information may contain proprietary details, the disclosure of which to third parties may be damaging to the District, its employees, or students. County Superintendent also understands and agrees that the disclosure of such information may violate state and/or federal law and may be subject County Superintendent to civil liability. Consequently, County Superintendent agrees that all information disclosed by the District to County Superintendent shall be held in strict confidence and used only in performance of this Agreement, unless disclosure is required by law or court order. County Superintendent shall exercise the same standard of care to protect such information as is used to protect its own proprietary or confidential information.

All behavioral health records generated pursuant to this Agreement regarding students shall be maintained by County Superintendent as required by state and federal laws and regulations under Health Information Portability Accountability Act of 1996.

County Superintendent shall maintain its HIPAA compliant behavioral health records in a secure location to ensure confidentiality and prevent unauthorized access.

County Superintendent shall comply as applicable with the requirements of the Family Educational Records Privacy Act ("FERPA") and relevant state law regarding the confidentiality and handling of pupil records, including but not limited to, California Education Code section 49073 et seq.

County Superintendent shall comply at all times with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law, 111-0005 ("HITECH"), and regulations promulgated thereunder by the US Department of Health and Human Services and other applicable laws.

County Superintendent shall have access to confidential student information when it is in legitimate behavioral health interest related to for performing County Superintendent duties on behalf of the youth under this Agreement, County Superintendent shall not use confidential student data for any purposes, other than providing services or reflecting on outcomes pursuant to this Agreement. County Superintendent shall not re-disclose

confidential student information to any third party without the prior written consent of the confidential rights holder and/or in a manner otherwise consistent with state law and any release shall at all times be consistent with state and federal law.

The County Superintendent and District shall develop policies and protocols for sharing records pursuant to applicable state and federal law.

County Superintendent agrees that upon termination of the Agreement that it shall return all pupil records that are in its possession to the District within sixty (60) calendar days of such termination.

## 16. DISTRICT SUPPORT OF SERVICES

A. The District shall provide Service Providers with an adequately furnished, reasonably accessible, well-lit work space. Office space provided shall be private, confidential and available at all scheduled times. Staff will also have a confidential phone line and access to the site's voicemail and email systems, duplication equipment, and secure electronic student information system as necessary and pursuant to applicable state and federal law. Specifically, District shall make the following rooms available to the Service Providers Room M9 and Room M12, located at 130 E Lincoln Avenue, Fresno, California. Any change in location by the District shall be provided in writing to the County Superintendent at least sixty (60) days prior to the change. Any replacement location whether temporary or permanent shall nonetheless meet the criteria identified herein.

B. The District will refer appropriate students to County Superintendent using a mutually agreeable legal, referral process. Each site will work with County Superintendent to develop the referral process, with particular attention to the following issues: parent contact, notification, and permission; routing of referrals, feedback to referring person and primary liaison for information. This process should be written and in place no later than July 1st of each calendar year. The District will encourage self-referral of students where appropriate.

C. The District will provide administrative support for provision of behavioral health services by the Service Providers.

D. The District will provide support in promoting family events.

E. District will maintain school district protocol for crisis intervention utilizing existing resources and staff.

F. District agrees that County Superintendent Service Providers provide behavioral health services and will not assign administrative operations or duties and will not leave County Superintendent Service Providers to supervise a classroom/recess/event (etc.) to relieve a teacher or other school staff personnel.

G. District understands that County Superintendent Service Providers are under the direct supervision of an assigned County Superintendent Supervisor and follow the policies and procedures of FCSS and the All 4 Youth Behavioral Health Program.

H. District allows access to students served pursuant to this Agreement during school hours in order to receive behavioral health services.

I. District allows County Superintendent Service Providers access to observe students in classroom settings in order to inform or provide behavioral health services.

J. County Superintendent staff shall not be responsible for classroom management and/or disciplinary protocols. County Superintendent staff will consult in providing behavioral health intervention strategies while following chain of command.

## 17. ATTENDANCE AT DISTRICT MEETINGS

County Superintendent staff working in the District may attend District meetings where District policy and/or procedures are reviewed, including but not limited to the areas of: cultural and linguistic needs of pupils with disabilities, discipline policies, Section 504 responsibilities, Individuals with Disabilities Education Act responsibilities, Americans with Disabilities Act responsibilities, positive behavioral interventions, and least restrictive environment responsibilities. District shall provide County Superintendent with reasonable notice of such meetings.

## 18. SERVICES AND SUPERVISION ON PUBLIC SCHOOL CAMPUSES

County Superintendent shall comply with Penal Code Section 627.1 et. seq. and District procedures regarding visitors to school campuses specified by District policy and in the District Procedures, and shall follow the procedures of the campus being visited. County Superintendent shall be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on District property.

## PERSONNEL

## 19. FINGERPRINT REQUIREMENTS

County Superintendent shall comply with the requirements of the California Education Code regarding fingerprinting and background checks, including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for County Superintendent's employees prior to service with any District student. County Superintendent hereby agrees that its employees shall not come in contact with District students until CDOJ and FBI clearance are ascertained. Prior to commencing services for students and any time there are changes in personnel, County Superintendent shall ensure and certify in writing to District that none of its employees who are working with District students have been convicted of a violent or serious felony as defined in Education Code section 45125.1, a sexual offense as defined in Education Code section

44010, or a controlled substance offense as defined in Education Code section 44011. This prohibition does not apply to those who have obtained a certificate of rehabilitation and pardon pursuant to California Penal Code section 4852.01 for a felony listed under Education Code section 45122.1 and who provide satisfactory documentation of same.

County Superintendent shall require each employee working with District students to report immediately to the District any subsequent arrest for a violent or serious felony as defined in Education Code section 45125.1, a sexual offense as defined in Education Code section 44010, or a controlled substance offense as defined in Education Code section 44011, and County Superintendent shall immediately prohibit such employee from having any contact with District pupils pursuant to this Agreement.

The District shall have no responsibility for costs of criminal background checks and arrest notifications.

## 20. STAFF QUALIFICATIONS

County Superintendent shall ensure that all individuals employed, contracted, and/or otherwise hired by County Superintendent hold a license, certificate, permit, or other document required by law for the services being provided. County Superintendent shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

## 21. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

County Superintendent shall submit to District a staff list, as applicable, and copies of all current licenses, credentials, permits and/or other documents, which entitle the holder to provide services by individuals employed, contracted, and/or otherwise hired by County Superintendent. County Superintendent shall notify District in writing within forty-five (45) days when personnel changes occur which may affect the provision of services to District pupils.

County Superintendent shall monitor the status of licenses, credentials, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by County Superintendent to provide services to District students. County Superintendent shall provide to District updated information regarding the status of licenses, credentials, permits, and/or other documents as specified in District Procedures. County Superintendent will be considered in breach of this Agreement for any service provided by an unqualified provider or one who has an expired credential or license.

## HEALTH AND SAFETY MANDATES

## 22. HEALTH AND SAFETY

County Superintendent shall comply with all applicable federal, state, local, and District laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. County Superintendent shall comply with the requirements of California Education Code sections 35021 et seq. regarding the examination of County

Superintendent's Service Providers for tuberculosis. County Superintendent shall provide to District documentation for each individual volunteering, employed, contracted, and/or otherwise hired by County Superintendent of such compliance (i.e., compliance with California Education Code sections 35021 et seq.) before an individual comes in contact with a District pupil.

County Superintendent shall comply with OSHA Blood Borne Pathogens Standards, Title 29 Code of Federal Regulations (CFR) section 1910.1030, should it provide medical treatment or assistance to a District pupil. County Superintendent further agrees to provide any applicable annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code as required by applicable law.

## 23. EMERGENCY INTERVENTION AND INCIDENT REPORTING

County Superintendent shall comply with state and federal law related to emergency interventions.

District shall complete a Behavioral Emergency Report ("BER") when an emergency occurs. If a County Superintendent staff is the only witness to the incident and the student has an IEP then the County Superintendent staff will complete the Behavioral Emergency Report ("BER").

## 24. MANDATED REPORTING REQUIREMENTS

County Superintendent hereby agrees to annually train all staff members so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. To protect the privacy rights of all parties involved (i.e., reporter, child, and alleged abuser), reports will remain confidential as required by law and professional ethical mandates.

County Superintendent agrees to provide annual training to all employee and volunteer staff regarding mandated child abuse reporting laws, and shall maintain documentation, signed by each staff member receiving such training. County Superintendent shall maintain confidential records of any report of suspected child abuse made by its Service Providers.

## 25. SEXUAL HARASSMENT

County Superintendent shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by County Superintendent's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. County Superintendent further agrees to provide anti-harassment training as required by applicable law.

## 26. REPORTING OF MISSING CHILDREN

County Superintendent assures District that all Service Providers are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the District. The written statement shall be submitted as specified by the District.

Fresno County Superintendent of Schools

_____ _____

County Superintendent Date

Washington Colony Elementary School District

_____ _____

Superintendent Date

**Washington Colony ESD**
REGULAR BOARD MEETING May 14, 2019
Tuesday, May 14, 2019
Open Session: 6:30 PM | Closed Session:
Washington Colony Elementary School District
**VI.A.4 Contract/ Goodfellow Occupational Therapy, Inc. Service Agreement 2019-20**

**Type:**
Action

**Quick Summary/Abstract:**

*Approve the Goodfellow Occupational Services Agreement for special education services and occupational therapy.*

**Attachments:**

1. Contracts Service Agreement- Occupational Therapy

**WCESD BOARD OF TRUSTEES**

ITEM NO. VI.A.4
DATE: May 14, 2019

**SUBJECT TITLE:** CONTRACTS/SERVICE AGREEMENTS

Action ___√___ Discussion _____ Information _____

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## RECOMMENDATION

Approve Occupational Therapy Services Agreement between GoodFellow Occupational Therapy Inc. and Washington Colony Elementary School District for special education services and occupational therapy the 2019-20 school year.

## BACKGROUND

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

## CONSIDERATION

The District is required to provide special education services, including occupational therapy (OT), to students in accordance with their IEPs. Goodfellow Occupational Therapy employees posses special expertise in occupational therapy and have met all applicable federal and state licensing and registration requirements.

## FINANCIAL IMPACT:

$110.00 per hour (as needed)

## FUNDING SOURCE:

General Fund (0100) – Special Education

Moved by _____ Second _____

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

Goodfellow Occupational Therapy, Inc.

# INDEPENDENT CONTRACTOR SERVICES AGREEMENT
## 2019/2020 School Year

**General Information:**

| | |
|---|---|
| District: | Washington Colony School District |
| Department: | Special Education |
| Contact Person: | Jesus Cruz, Superintendent/Principal; |
| Contract Approved by: | _____ |

| | | |
|---|---|---|
| **Contractor:** | Goodfellow Occupational Therapy, Inc. | |
| Local Contact Person: | John Goodfellow, OTD, OTR<br>CEO | Susanna Ortiz, MBA<br>Chief Operating Officer |
| Phone Numbers: | (559) 228-9100 | (559) 228-9100 x 2 |
| Billing Address: | Goodfellow Occupational Therapy, Inc.<br>2505 W. Shaw Ave., Building A<br>Fresno, CA 93711 | |

This agreement for occupational therapy services is entered into between Washington Colony School District (District) and Goodfellow Occupational Therapy, Inc. (Contractor), agreed upon in the signature block below.

## RECITALS

This agreement is based on the following facts and understandings of the parties:

1. District provides special education services, including occupational therapy (OT), to students enrolled in public schools located within Fresno County, CA.

2. Contractor's employees possess special expertise in occupational therapy and have met all applicable federal and state licensing and registration requirements.

3. Contractor possesses a "Notice of Nonpublic, Nonsectarian Agency Certification" provided by the California Department of Education.

4. Contractor will supply District with occupational therapy services for a number of hours per week determined by the number of students receiving occupational therapy services and number of assessments. Occupational therapist will service up to 9 students for every 8 work hours, with 1 FTE occupational therapist servicing up to 45 students.

5. District agrees to fund 0.2 FTE occupational therapist (OTR) during the 2019/2020 school year, with service time determined by number of students receiving occupational therapy at any given time for therapy, consultations, assessment plans, and other duties required for the practitioner to perform the job.

    a. Contractor will provide occupational therapy for a maximum of 1 day per weeks, during the 2019/2020 school year.

6. District understands that Contractor's ability to provide occupational therapy services is subject to the availability of occupational therapists. Unforeseen circumstances (i.e. maternity leave, medical leave) can impact availability of a therapist. Contractor will do best to ensure that these unforeseen circumstances are covered, but cannot guarantee to do so based on the shortage of occupational therapists in California.

7. Contractor understands that District may seek reimbursement for occupational therapy services from various funding sources, with the OTR providing appropriate documentation for District to secure this funding.

8. This Agreement is intended to be the written agreement between the parties related to the services to be provided during the referenced term.

**TERMS**

1. CONTRACTOR SERVICES. Contractor agrees to provide occupational therapy services by an occupational therapist registered (OTR) as requested by Washington Colony School District.

2. CONTRACTOR QUALIFICATOINS. Contractor represents that it has in effect all licenses, permissions, and otherwise all legal qualifications to perform this agreement. Contractor will provide copy of professional licenses from the California Board of Occupational Therapy for John E. Goodfellow, OTD, OTR and employees who provide services for District.
    a. OTRs have graduated from an accredited school; possess certification in good standing with the National Board for Certification in Occupational Therapy (NBCOT), and licensure pursuant to the provisions of California Business and Professions Code Section 2570 et seq.
    b. Providers are fully apprised of their child abuse reporting duties as set forth in California Penal Code Section 11166, have never been convicted of or entered a plea of nolo contender to charges of any sex offense as defined in California Education Code 44010, or to a felony that would disqualify a provider from employment pursuant to Education Code Section 44327, and have received California Department of Justice (DOJ) clearance.

3. TERM. The initial term of this agreement will be for twelve months and begin effective August 1, 2019 and shall end on July 31, 2020. The parties may extend the agreement beyond its initial term as mutually agreed in writing.

4. PAYMENT FOR SERVICES.
    a. HOURLY RATE.
    b. District will pay Contractor $110 per hour for services provide by an OTR. The parties understand that OTRs are employees of Contractor and not employee of District.
    c. INVOICES. Contractor shall submit invoices to District for services rendered. Contractor shall submit invoice 1 time(s) per month on the last day of each month. Invoices will include dates of services, number of hours provided, and rates.
    d. PAYMENT. District shall make payment within 20 business days of receipt of an invoice from Contractor and receipt of funding from District. Invoices may be transmitted by US postal service and / or e-mail addresses approved by District.
    e. District will only be charged for days and hours worked (i.e. not charged for sick days, holidays).

5. WORK TIME of occupational therapists consists of:
    a. Direct Time: Individual Treatment, Group Treatment, Consultation, Assessment, Assessment Reports, Progress Reports, IEP Meetings.
    b. Indirect Time: Travel, phone calls, set-up, treatment planning, and staff training.

6. NON-COMPETE CLAUSE. Washington Colony School District agrees that during the term of this Agreement and for one (1) year thereafter, it shall not, without the prior consent of Contractor, hire or attempt to hire as an employee or leased employee or engage as in independent contractor for any reason whatsoever any person who was an employee or lease employee of contractor assigned to Washington Colony School District.

7. CONFLICT OF INTEREST. Contractor does not have, or anticipates having, any interest in real property, investments, business interest in or income from sources which would provide Contractor, with personal financial gain as a result of any recommendation, advice or any other action taken by Contractor during the rendition of services under this Agreement.

8. INDEPENDENT CONTRACTOR STATUS: When engaged in carrying out the terms and conditions of the contract, Goodfellow Occupational Therapy, Inc. represents themselves as an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District. Contractor shall assume full responsibility for payment on account of Goodfellow Occupational Therapy, Inc. and all its employees of federal, state, and local taxes or contributions imposed or required under the Social Security, Worker's Compensation and applicable income and employment tax laws. Nothing contained herein shall be construed as creating the relationship of employer/employee or principal/agent as between Goodfellow Occupational Therapy, Inc. and Washington Colony School District.

9. CIVIL RIGHTS: Contractor shall comply with Title VI of the Civil Right Acts of 1964 and all requirements thereunder.

AGREED:

John Goodfellow, OTD, OTR
CEO

Designated Representative
Washington Colony School District

5/6/2019
Date

Print Name and Title of Representative

81-4909527
EIN

Date

GOODOCC-01 RHOLGUIN

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/28/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| PRODUCER License # 0E02096<br>DiBuduo & DeFendis Insurance Brokers, LLC<br>P.O. Box 5479<br>Fresno, CA 93755-5479 | CONTACT NAME:<br>PHONE (A/C, No, Ext): (559) 432-0222 FAX (A/C, No): (559) 431-7941<br>E-MAIL ADDRESS: |
| | INSURER(S) AFFORDING COVERAGE — NAIC # |
| | INSURER A : Berkley Insurance Company |
| INSURED<br>Goodfellow Occupational Therapy, Inc.<br>2505 W. Shaw Ave., Building A<br>Fresno, CA 93711 | INSURER B : Security National Insurance Company — 19879 |
| | INSURER C : |
| | INSURER D : |
| | INSURER E : |
| | INSURER F : |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | HHS8525680 | 12/08/2018 | 12/08/2019 | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 500,000 |
| | | | | | | | MED EXP (Any one person) | $ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 3,000,000 |
| | X POLICY PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 3,000,000 |
| | OTHER: | | | | | | Sexual Abuse | $ 1,000,000 |
| A | AUTOMOBILE LIABILITY | | | HHS8525680 | 12/08/2018 | 12/08/2019 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | UMBRELLA LIAB X OCCUR | | | HHS8525680 | 12/08/2018 | 12/08/2019 | EACH OCCURRENCE | $ 1,000,000 |
| | X EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ 1,000,000 |
| | DED RETENTION $ | | | | | | | $ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | | | SWC1200588 | 07/01/2018 | 07/01/2019 | X PER STATUTE OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | N/A | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| A | Professional Liab | | | HHS8525680 | 12/08/2018 | 12/08/2019 | Each Claim | 1,000,000 |
| A | Professional Liab | | | HHS8525680 | 12/08/2018 | 12/08/2019 | Aggregate | 3,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

For Informational Purposes Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





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Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
**Goodfellow Occupational Therapy, Inc.**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
**Note.** For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.)
**2505 W. Shaw Ave., Bldg. A**

Requester's name and address (optional)

6 City, state, and ZIP code
**Fresno, CA 93711**

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

**Social security number**
| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | – | | | – | | | | |

**or**

**Employer identification number**
| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 8 | 1 | – | 4 | 9 | 0 | 9 | 5 | 2 | 7 |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here** Signature of U.S. person ▶ John E. Goodfellow Date ▶ 4-1-19

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding.* See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

# CALIFORNIA DEPARTMENT OF EDUCATION
# NOTICE OF NONPUBLIC AGENCY CERTIFICATION

Date: December 31, 2018
NPA ID: 9900184
Nonpublic Agency: Goodfellow Occupational Therapy
Site Administrator: Susanna Ortiz
Site Address: 2505 W. Shaw Ave Building A
City: Fresno CA 93711

**Maximum Capacity:** 76+ **Grades:** PK to 12 **Student Gender:** Coed

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## 2019 CERTIFICATION STATUS:

## APPROVED

Certified related services must be provided according to Title 5 of the California Code of Regulations, Section 3051 et. seq.

## EFFECTIVE DATES:

January 01, 2019 *through* December 31, 2019

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**Authorized Sites to Serve:** ☐ LEAs ☑ NPA Site ☐ NPS Sites ☐ Virtual Services

---

**Authorized to Provide the Following Related Services:**

| | | | | | |
|---|---|---|---|---|---|
| ☐ APE | ☐ BII | ☑ LSDR | ☐ PCT | ☐ SDTI | ☐ VECD |
| ☐ AS | ☐ CG | ☐ MT | ☐ PS | ☐ SW | ☐ LI: |
| ☑ ATS | ☐ EE | ☐ OM | ☑ PT | ☐ TS | ☐ Other Services Authorized: |
| ☐ BID | ☐ HNS | ☑ OT | ☐ RS | ☐ VS | |

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Certification is not an endorsement of the services offered by the nonpublic agency (NPA), but states only that the NPA meets minimum legal standards. "Approved" or "Conditional" certifications authorize the NPA to accept students placed by local educational agencies (LEAs) under California Education Code, Section 56366.

Focused Monitoring and Technical Assistance VI Unit

Special Education Division

**Washington Colony ESD**
REGULAR BOARD MEETING May 14, 2019
Tuesday, May 14, 2019
Open Session: 6:30 PM | Closed Session:
Washington Colony Elementary School District
**VI.A.5 Contract/ 6th Grade Camp- Sierra Outdoor School 2019-20**

**Type:**
Action

**Quick Summary/Abstract:**
*Approve the 6th grade Camp-Sierra Outdoor proposal agreement 2019-20.*

**Description:**

Approve the 6th grade Camp-Sierra Outdoor proposal agreement 2019-20.

**Attachments:**

1. Contracts Service Agreement- 6th Grade Camp

**WCESD BOARD OF TRUSTEES**

ITEM NO. VI.A.5
DATE: May 14, 2019

**SUBJECT TITLE:** CONTRACTS/SERVICE AGREEMENTS/6th Grade Camp

Action ___√___ Discussion _____ Information _____

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## RECOMMENDATION

Approve the Sierra Outdoor School 6th grade Camp between Clovis Unified School District and Washington Colony Elementary School District for the 2019-20 school year.

## BACKGROUND

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

## CONSIDERATION

The Governing Board believes that, all students have the right to be educated in a positive learning environment free from disruptions. Students shall be expected to exhibit appropriate conduct that does not infringe upon rights of others or interfere with the school program while on school grounds, while going to or coming from school, while at school activities, and while on district transportation. Washington Colony 6th grade students projected (66) and 6th grade teachers (3) and Adult Chaperones (6) will be attending the 6th grade educational over-night camp field trip at the Sierra Outdoor School (Located at 15700 Old Oak Ranch Road Sonora CA 95370) scheduled for January 15-17, 2020.

## FINANCIAL IMPACT:

$202 per student and teacher participant

Estimated Total: $13,332.00

## FUNDING SOURCE:

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

Moved by _____ Second _____

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

**CLOVIS UNIFIED SCHOOL DISTRICT**
**SIERRA OUTDOOR SCHOOL**
Eimear O'Farrell, Ed.D., Superintendent
15700 Old Oak Ranch Road, Sonora, California 95370

## AGREEMENT

THIS AGREEMENT ("Agreement"), is made and entered into between CLOVIS UNIFIED SCHOOL DISTRICT ("CUSD") and **Washington Colony** ("Group/School/District").

WHEREAS, CUSD operates an outdoor education facility known as the Sierra Outdoor School ("SOS"), which is located at 15700 Old Oak Ranch Road, Sonora, California 95370. The SOS has available lodging and teaching facilities for students to learn about nature and the environment.

WHEREAS, CUSD desires to make available and Group/School/District desires to have its students or members ("participants") use the SOS' lodging and teaching facilities for the purpose of teaching them about nature and the environment and other educational purposes.

WHEREAS, it is mutually beneficial for CUSD and Group/School/District to have the arrangement as set forth in this Agreement.

**NOW, THEREFORE, BE IT AGREED AS FOLLOWS:**

I. **GROUP/SCHOOL/DISTRICT'S OBLIGATIONS.**

A. Provide transportation for its participants and personnel to and from the SOS, and to and from classes and activities while at the SOS in accordance with a schedule to be formulated by the Director of the SOS or his or her designee, and the Group/School/District. Provide one vehicle (i.e., automobile or van) that could be used if someone has to leave unexpectedly or be transported for medical care.

B. Provide one teacher/supervisor per class during the period that its participants attend the SOS.

C. Provide adult chaperones during the period that its students are in attendance at the SOS at a minimum ratio of one adult to ten students (1:10) in addition to the classroom teacher, group leader or supervisor.

D. Pay a $1.00 lab fee per participant for owl pellets and a $1.00 lab fee per participant for arrow heads class if these classes are selected by Group/School/District.

E. Cooperate with the SOS's staff in availing the teachers, supervisors and adult chaperones of the necessary pre-attendance planning or post-attendance follow-up to ensure that the objectives of the program are carried out.

F. Ensure that participants are equipped with suitable clothing and bedding while attending said program.

G. Ensure that each person attending the SOS has received all immunizations required by the California Health and Safety Code, including but not limited to those set forth in Section 120325 et seq., and that each person has no disease or health condition which is contagious or communicable to other persons.

H. Provide SOS with the projected number of participants as indicated on the signature page of this Agreement and agree that the Group/School/District will be responsible for payment for no less than 95 percent of the projected number of participants, in the event that the actual numbers of participants are less than 100% of the projected numbers.

I. Request, in writing, at least 30 days prior to arrival, space for additional participants. These requests will be granted as space is available.

J. Make payment for the actual number of participants or 95% of projections for the Group/School/District who will attend the SOS within (30) days of receipt of billing by CUSD.

K. NOTIFY CUSD (30) DAYS BEFORE THE SCHEDULED ATTENDANCE DATE OF THE ACTUAL NUMBER OF PARTICIPANTS, INCLUDING A COMPUTER-GENERATED LIST FROM THE GROUP/SCHOOL/DISTRICT. IF PARTICIPANT NUMBERS FALL TO OR BELOW 95% OF PROJECTIONS LISTED ON THIS AGREEMENT, THE BILLING WILL REFLECT A RATE ASSESSED BASED ON NO MORE THAN 95% OF ORIGINAL PROJECTED NUMBERS.

L. Group/School/District agrees that it shall, at its own expense and for the duration of this Agreement, procure and maintain insurance or self-insurance that complies with the following:

i. Commercial General Liability ("CGL"): Coverage shall be at least as broad as Insurance Services Form CG 00 01 covering CGL on an "occurrence" basis, including property damage, bodily injury and personal and advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. If the Group/School/District maintains broader coverage and/or higher limits than the minimums shown above, CUSD requires and shall be entitled to the broader coverage and/or higher limits maintained by the Group/School/District. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to CUSD. CUSD, its officials, trustees, officers, agents, employees, volunteers, students, insurers, self-insured pools, and representatives ("CUSD Entities") are to be covered as additional insureds on the CGL policy with respect to liability arising out of this Agreement and Group/School/District's use of the SOS. General liability coverage can be provided in the form of an endorsement to the Group/School/District's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

ii. Sexual Abuse and Molestation Insurance: Group/School/District must provide coverage for sexual abuse and molestation which covers bodily injury, emotional distress or mental anguish related to any claim, cause of action or liability associated with child molestation or sexual abuse, with limits no less than $1,000,000 per wrongful act and $2,000,000 aggregate. This coverage may be provided as an endorsement to the Commercial General Liability policy or under a separate policy and must be written on an "occurrence" and not on a claims-made or claims-made and reported basis. Coverage for such claims must not be subject to any exclusion, restriction, or sub-limit. The CUSD Entities must be named as additional insureds with respect to sexual abuse and molestation claims. The coverage must contain a severability of interests/cross liability clause or language stating that Group/School/District's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

iii. Commercial Automobile Liability Insurance: Coverage must be equivalent in scope or at least as broad as ISO Form Number CA 00 01 covering any auto (Code 1) that includes all vehicles that are owned, non-owned, and hired and personal injury protection, with limit no less than $1,000,000 per accident for bodily injury and property damage.

iv. Workers' Compensation statutory limit and Employer's Liability: Workers' Compensation coverage as required by the State of California, with statutory limits, and employer's liability insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

v. Primary Coverage: For any claims relating to this Agreement, the Group/School/District's insurance coverage shall be primary insurance as respects the CUSD Entities. Any insurance or self-insurance maintained by the CUSD Entities shall be excess of Group/School/District's insurance and shall not contribute with it.

vi. Deductible/Self-Insured Retention: Group/School/District shall disclose any deductible or self-insured retention for any of the required insurance. CUSD reserves the right to require that such deductible or self-insured retention be eliminated or reduced, that Group/School/District obtain a bond or other security guaranteeing payment of losses and costs within the limits of the deductible or self-insured retention, or that Group/School/District provide other assurances satisfactory to CUSD.

vii. Acceptability of Insurers: If insurance is procured, Group/School/District's insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

viii. Waiver of Subrogation: All required policies, except the workers' compensation and employer's liability insurance, shall contain a waiver of transfer rights of recovery ("waiver of subrogation") against all CUSD ENTITIES for any claims arising out of this Agreement and Group/School/District's activities at the SOS.

ix. Verification of Coverage/Notice: Group/School/District shall provide to CUSD: (A) before Group/School/District's first date of attendance at SOS and from time to time as CUSD may request, written proof satisfactory to CUSD of the existence of the insurance required of Group/School/District, including a certificate of insurance and any required endorsement; (B) upon CUSD's request, a copy of the insurance policy and/or other evidence of insurance satisfactory to CUSD; (C) no later than 15 days before the date on which a required insurance expires, written proof of renewal of the insurance, including any required endorsement; and (D) written notice within two business days of the occurrence of any of the following: (1) any required insurance is cancelled or non-renewed, (2) notice from the insurer that the insurer intends to or will cancel or non-renew the insurance, and/or limit, restrict, or reduce Group/School/District's insurance coverage such that the insurance does not comply with the requirements stated above, or (3) any required insurance's policy limits have been reduced below those required above.

x. Special Risks or Circumstances: Depending upon the nature of the risk, prior events, insurance coverage, or other special circumstances, CUSD, upon written notice to Group/School/District reserves the right to modify these insurance requirements, and may, in its sole discretion, agree to accept coverages different than those which are required herein. .

M. Ensure that all Group/School/District employees, agents and volunteers who will be at SOS have complied with finger printing and background checks as required by applicable laws, including but not limited to Education Code sections 45125 et seq.

N. Provide the special education, related services, supplementary aids and services, accommodations, and/or modifications required by the Individuals with Disabilities Education Act ("IDEA"), its implementing regulations, and related California law and regulations, and/or Section 504 of the Rehabilitation Act of 1973 ("Section 504"), as specified in the individualized education program ("IEP") or Section 504 Plan or Medical Care Plans of its participants. Also, any transportation as required by a participant's IEP or Section 504 Plan or Medical Care Plan shall be provided to and from the SOS, and to and from scheduled SOS classes and activities by the Group/School/District.

O. Due to CUSD's waiting list, return a signed copy of this Agreement before **[4-12-19]** to maintain an existing time slot. Failure to do so before this date may result in a forfeiture of the time slot. In the event that the Group/School/District is waiting for school board approval and is unable to return the Agreement by the specified date, a **$1,000.00 non-refundable deposit must be received by CUSD by [4-12-19] to reserve the time slot for 30 days.** This deposit will be applied to the invoice at the completion of your stay.

## II. CUSD'S OBLIGATIONS.

A. Where requested, provide a program in outdoor science, conservation, and environmental education in accordance with standards as set forth by the California State Department of Education.

B. Provide basic first aid supplies for participants and other personnel of the Group/School/District during the period they are attending the SOS.

C. Have the sole discretion to prohibit or exclude any person from the SOS for health or safety reasons, including but not limited to communicable or contagious diseases, disciplinary problems, or other acts or conditions which in CUSD's determination threatens the health or safety of other persons attending the SOS.

D. Where requested, provide food and food services for participants during their stay at the SOS (Monday through Sunday).

E. Provide an instructional packet for the Group/School/District prior to arrival at the SOS. This packet will include instructions, a map, clothing and equipment lists. This information is available online at www.clovisusd.k12.ca.us/SOS.

## III. MUTUAL INDEMNITY.

A. Group/School/District Indemnification of CUSD Entities. Except for the sole negligence or willful misconduct of the CUSD Entities, Group/School/District agrees to defend, indemnify, and hold the CUSD Entities free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, fines, penalties in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death (collectively "Loss"), to the extent arising out of: 1) Group/School/District's failure to fully comply with or material breach of any of the terms and conditions of this Agreement, or 2) the use and/or occupancy of the SOS, including, but not limited to, transportation, lodging, meal facilities, teaching facilities, education and outdoor activities, by the Group/School/District and its officials, trustees, officers, agents, employees, volunteers, students, and representatives ("Group/School/District Entities"). Acceptance of insurance certificates and endorsements required under this Agreement does not relieve Group/School/District from liability under this indemnification and hold harmless clause. The requirements of this section shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

B. CUSD Indemnification of Group/School/District Entities. CUSD agrees to defend, indemnify, and hold the Group/School/District Entities free and harmless from any and all Loss to the extent arising out of 1) CUSD's failure to fully comply with or material breach of any of the terms and conditions of this Agreement, or 2) the sole negligence or willful misconduct of the CUSD Entities as a result of conditions created by this Agreement.

C. Scope of Defense Obligation. The indemnifications granted hereunder include, but are not limited to, the payment of all damages and attorney's fees, fines, penalties and other related costs and expenses. The indemnitor's defense obligations (with counsel approved by the indemnitee), shall arise immediately upon tender of any of the indemnitees, and the defense shall be paid at the indemnitor's own cost, expense and risk, for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against

any of the indemnitees, notwithstanding whether liability is, can be or has yet been established. Indemnitor shall pay and satisfy any judgment, award or decree that may be rendered against any of the indemnitee, in any such suit, action or other legal proceeding.

D. Refusal to Defend/Indemnify. Either party, upon receipt of tender from any indemnitee hereunder (the "Tendering Indemnitee"), may refuse to provide indemnity or defense hereunder (the "Refusing Party"), if the Refusing Party, in reliance upon an opinion of qualified counsel, has determined that a valid basis exists for determining that the Loss, for which indemnity or defense is sought, is not required to be indemnified or defended pursuant to the terms of this Agreement. A refusal to indemnify or defend under such circumstances shall not be a material breach of this Agreement. However, if the Tendering Indemnitee shall be required by a final judgment to pay any amount in respect of any obligation or liability against which it has been determined by final judgment that the Refusing Party is required to indemnify or defend under this Agreement, the Refusing Party shall promptly reimburse the Tendering Indemnitee in an amount equal to the amount of such payment. Further, if such refusal, or any failure, to provide a defense against a Loss is determined by a final judgment not to have been reasonably justified under the circumstances, then the Refusing Party: (i) shall be obligated to pay all of the damages and out-of-pocket expenses incurred by the Tendering Indemnitee in defending said Loss, including, but not limited to, the value of the time, including travel time, that all of the employees, agents and representatives of the Tendering Indemnitee dedicated to, or expended in furtherance of, the defense of said Loss; and (ii) without any further action from any party, the Refusing Party hereby intentionally relinquishes and waives any and all rights of every nature to dispute, defend against or contest, in any manner, (including but not limited to the waiver of every defense of every nature) the claim of the Tendering Indemnitee regarding the amount of, reasonableness of, necessity for or the Refusing Party's obligation to pay, the costs, fees and expenses, and other Damages incurred by the Tendering Indemnitee in defending the Loss.

E. Survival. The parties' respective obligations under this section shall survive the termination or expiration of this Agreement.

## IV. PAYMENT AND ADMINISTRATIVE FEE.

A. In consideration for the services performed, the Group/School/District agrees to pay CUSD a per participant fee of [**$202.00**] for the actual cost of providing an instructional program, use of facilities, and for continuing capital outlay expenditures, maintenance, and other costs of the program.

B. RESERVATIONS ARE MADE A YEAR IN ADVANCE TO LOCK IN SPECIFIC DATES. IF THE GROUP/SCHOOL/DISTRICT'S PROJECTED PARTICIPANT NUMBERS FALL TO OR BELOW 95%, IT WILL BE BILLED BASED ON 95% OF THE NUMBERS LISTED ON THIS AGREEMENT AT SIGNING.

C. AN ADMINISTRATIVE FEE, AS SET FORTH BELOW, SHALL BE CHARGED TO AND PAID BY THE GROUP/SCHOOL/DISTRICT FOR TERMINATING THIS AGREEMENT AND/OR CANCELING ITS PARTICIPATION AT THE SOS UNDER THIS AGREEMENT. TERMINATION RATES ARE BASED ON THE NUMBER OF CALENDAR DAYS BETWEEN THE DATE SOS RECEIVES NOTICE OF THE TERMINATION OR CANCELLATION AND THE DATE OF THE GROUP/SCHOOL/DISTRICT'S SCHEDULED ARRIVAL AT THE SOS.

| **TERMINATION** | **RATE** (COST BASED ON PROJECTED NUMBER OF PARTICIPANTS |
|---|---|
| 360-121 DAYS | $1,000.00 |
| 120-91 DAYS | 50% OF PROJECTED COST BASED ON PROJECTED NUMBER OF PARTICIPANTS |
| 90-61 DAYS | 65% OF PROJECTED COST BASED ON PROJECTED NUMBER OF PARTICIPANTS |
| 60-31 DAYS | 80% OF PROJECTED COST BASED ON PROJECTED NUMBER OF PARTICIPANTS |
| 30 DAYS OR LESS | 100% OF PROJECTED COST BASED ON PROJECTED NUMBER OF PARTICIPANTS |

D. IF THE GROUP/SCHOOL/DISTRICT'S TRANSPORTATION CARRIER ELECTS NOT TO TRANSPORT ITS PARTICIPANTS TO THE SOS, AN ADDITIONAL BUS FEE WILL BE ASSESSED. BUS FEES ARE SUBJECT TO CHANGE BASED ON DURATION AND MILEAGE.

## V. ADDITIONAL PROVISIONS.

A. Terms and Termination of Agreement. This Agreement is effective [**4-12-19**] and shall continue until the Group/School/District's departure from the SOS, or until termination of this Agreement by either party, whichever is earlier. Either party may terminate this Agreement upon written notice to the other party. An administrative fee shall be assessed against the Group/School/District as set forth in Article III.

B. Assignment. This Agreement shall not be assignable by the Group/School/District without the written consent of CUSD, except to a successor in interest.

C. Entire Agreement. This Agreement represents the total and complete understanding of the parties regarding the subjects set forth herein. Any other oral understandings or prior understandings shall have no force or effect.

D. Amendment of Agreement. This Agreement cannot be changed or supplemented orally and may be modified or suspended only by written instrument executed by the parties.

E. Authorized Signatories. The signatories of this Agreement warrant that they represent the respective parties herein and are authorized to commit to all provisions in this Agreement on behalf of the respective parties.

F. Modification of Program. CUSD RESERVES THE RIGHT TO MODIFY A GROUP/SCHOOL/DISTRICT'S PROGRAM IN THE EVENT THAT THE GROUP/SCHOOL/DISTRICT ARRIVES LATE AT THE SOS.

G. Limit on Participants. Due to space availability, CUSD reserves the right to limit the number of adult participants, in excess of the 1:10 ratio set forth in Section I.C., wishing to attend from a Group/School/District if the number of students or minor participants attending during the reservation period is significantly higher than the projected participant numbers listed in this Agreement at the time of signing. Paragraph K of Section I outlines the procedure for bringing additional students over the number indicated on the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of the day and year set forth herein below.

**CLOVIS UNIFIED SCHOOL DISTRICT**

Dated: **2-27-2019**

By: Michael Olenchalk
Michael Olenchalk, Director
Sierra Outdoor School

SCHOOL YEAR: **2019-2020**

DATES OF ATTENDANCE AT THE SIERRA OUTDOOR SCHOOL: **January 15 - 17**

**Please complete the information below**

**FORMS NOT COMPLETELY FILLED OUT WILL BE RETURNED**

**GRADE LEVEL (Circle) K 1 2 3 4 5 (6) 7 8**

Projected Number of Student Participants 66

Number of Chaperones (1:10 Ratio) 6
Number of Teachers/Admin 3

Teacher/Contact Evelyn Diaz
(Print)

Teacher/Contact E-mail evelyndiaz@washingtoncolony.org

Contact Phone Number ( 559 ) 233-0706
Authorization:

Participant Fee **$202.00**

Governing Board/Business Manager/Principal

Of Washington Colony Elementary School District
Group/School/District

Title Superintendent

By
Print Signatory's Name

Authorized Signature

Date Signed
Governing Board Approval Date

**PLEASE SIGN AND RETURN A COPY OF THIS AGREEMENT BY MAIL OR FAX TO:**

**SIERRA OUTDOOR SCHOOL**
**15700 OLD OAK RANCH ROAD**
**SONORA, CALIFORNIA 95370**
**FAX (209) 532-4196**
**QUESTIONS? (209) 532-3691**

Billing Address:

Name/School Washington Colony Elementary
School District Washington Colony Elementary
Address 130 E Lincoln Avenue
City/State/Zip Fresno CA 93706
Phone ( 559 ) 233-0706
Fax ( 559 ) 233-9583

Doc# 30635, 02/2019

Notes

Receipt Stamp

**Washington Colony ESD**
REGULAR BOARD MEETING May 14, 2019
Tuesday, May 14, 2019
Open Session: 6:30 PM | Closed Session:
Washington Colony Elementary School District
**VI.A.6 Contract/ SchoolPointe Website Provider Services Agreement 2019-22**

**Type:**
Action

**Quick Summary/Abstract:**
*Approve SchoolPointe services agreement for the school website provider*

**Attachments:**
1. Contracts Service Agreement- Website Provider Services

**WCESD BOARD OF TRUSTEES**

ITEM NO. VI.C.6
DATE: May 14, 2019

**SUBJECT TITLE:** CONTRACTS/SERVICE AGREEMENTS

Action ___√___ Discussion _____ Information _____

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**RECOMMENDATION**

Approve Website Provider Services fee proposal agreement between SchoolPointe Services and the Washington Colony Elementary School District for the 2019-2022 school years .

**BACKGROUND**

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

**CONSIDERATION**

Approve the SchoolPointe website provider services fee proposal agreement. SchoolPointe is a website provider that custom designs websites and a content management system in order to give access to Washington Colony parents, students, staff and community. All stakeholders will be informed about upcoming school events and activities.

**FINANCIAL IMPACT:**

One time fee implementation: $2,000

Content Transfer: $750

CMS Annual Fee: $2,750

Total: $5,500.00

**FUNDING SOURCE:**

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

Moved by _____ Second _____

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




# Washington Colony Elementary School District
# Website, CMS & Hosting Proposal

Expires May 30, 2019

**Prepared By:** Victoria Handy

**Title:** Account Executive

**Email:** vhandy@schoolpointe.com

**Phone:** 614-725-1364

schoolpointe
3248 W. Henderson Rd, Columbus, Ohio 43220 **Phone:** (866) 545-2549 **Email:** sales@schoolpointe.com

SchoolPointe is grateful for the opportunity to provide you and your district with an overview of our organization and highlight the ways we can streamline your processes. As you already know, a website for a premier organization like Washington Colony Elementary School District is more than a localized place to post information and news. The website should be utilized as a marketing tool as well as an integral aspect of the district's communication strategy to the parents, students, staff and community you serve. SchoolPointe's mission is to create a communications and educational link for our clients that will continue to meet the rapidly increasing informational and technological demands placed upon them by students, parents, faculty and members of their communities.

We provide award winning websites, along with a feature rich content management system, mobile app, and forms creator. All have been designed with the ease of use in mind, allowing users of all capabilities to use our products. Keeping up with the ever-changing world of technology. SchoolPointe's web based solutions are fully responsive and can be operated from any device. With ongoing ADA compliance standards being applied to technology, SchoolPointe has added a complete suite of compliance tools to our solution to help schools maintain compliance standards as well as a beautiful website. We are committed to developing cost effective solutions on the cutting edge of technology that schools require to keep up with their growing technology needs. Looking ahead, SchoolPointe is focused on expanding our client outreach and building new innovative products to create a communications and educational link between our clients and their stakeholders.

SchoolPointe is solely focused on the K-12 market. As a result, our products are created with school administration and framework in mind. We greatly value the feedback our clients provide and that directly influences the enhancements and new features we build for our products. The implementation of our clients suggestions is a significant reason why we operate on a 98% customer retention rate.

Thank you again for allowing us to present our solution to you. SchoolPointe would greatly appreciate the opportunity to partner with you and your school. We are ready to begin the process at any time. I am confident our collaboration will take the web presence of your school to a new level.

Victoria Handy

SchoolPointe, Inc.

# GENERAL PRODUCTS AND SERVICES AGREEMENT

schoolpointe

This General Products and Services Agreement ("Agreement") is dated as of May 07, 2019 by SchoolPointe, Inc., a Delaware Corporation ("SP"), located at 3248 West Henderson Rd., Suite 100, Columbus, Ohio 43220, and Washington Colony Elementary School District, a school organized under the laws of California, located at 130 E. Lincoln Ave., Fresno, California ("SCHOOL"). Collectively referred as "Parties".

**1. Term** The term of the Agreement shall be for a period of 3 years and will commence on May 07, 2019 and shall remain in force until June 30, 2022, except as otherwise provided in this Agreement. This Agreement will automatically renew for successive one (1) year periods if SCHOOL does not notify SP of their intent to discontinue services ninety (90) days prior to the expiration of the then current term.

**2. Services** SP agrees to develop, implement and maintain products for SCHOOL as set forth in Appendices A and B, including the development of all software for the products (the products and all software development in connection therewith and hereinafter together referred to as the "Services").

**3. Payments**

(a) For the Services rendered hereunder, SCHOOL agrees to pay SP the total amount of the setup costs set forth in Appendix A. SCHOOL will be invoiced the total amount of the setup costs upon acceptance of this Agreement. SCHOOL will subsequently make annual payments to SP for the total amount of annual costs set forth in Appendix A on July 1st of each year of the contract, beginning July 1, 2019.

(b) SP will provide SCHOOL with invoices of the current Services being provided at the time the invoice is generated.

(c) Optional modules and services may be requested by SCHOOL at any time, at which time the payment schedule and amounts will be modified accordingly.

(d) A late fee of five (5) percent of payment due may be assessed to any payment not received net thirty (30) days of the invoice generation date.

**4. Cooperation** Both SP and SCHOOL acknowledge and agree that successful development and implementation of the Services so as to become operational SCHOOL's specified domain shall require their full and mutual good faith cooperation, including, without limitation, the fulfillment by SCHOOL of the obligations set forth in **Section 6**.

**5. SP Obligations** In addition to providing SCHOOL with full, good faith cooperation and such information as may be required by SP in order to develop and implement the Services, SP shall:

(a) not sell advertising space on the SCHOOL's Services. Nothing in this Agreement prohibits the sale of advertising by the SCHOOL or the use of SCHOOL' Services to recognize sponsorship of SCHOOL programs.

(b) act or refuse to act such that its actions must uphold FERPA, COPPA, the SCHOOL's state privacy laws, and all other State and Federal regulations regarding the privacy of staff, students and faculty. SP is only responsible for its own actions, and is not responsible for content uploaded or content and/or practices specifically authorized by SCHOOL personnel.

(c) provide data security consistent with standard practices in the industry, and will not provide any SCHOOL data to third party or make any use of such data whatsoever outside the use provided for in this Agreement without the express written permission of the SCHOOL. SP will immediately inform the SCHOOL of any security breaches involving SCHOOL data, and will fully cooperate with the SCHOOL's Director of Technology in investigating and defending against intrusions into the SCHOOL system that involve SP servers or networks. The SCHOOL will avoid, where possible, transmission of any data to SP that is confidential.

(d) assist the SCHOOL in complying with the SCHOOL's state public records laws, records retention legislation, and other applicable laws and regulations. The SCHOOL will respond to any such requests, with SP's cooperation if necessary. SP will immediately notify the SCHOOL of any request made directly to it for the SCHOOL data. SP will archive changes to the SCHOOL's Websites consistent with SCHOOL's policy on records retention.

**6. SCHOOL Obligations** In addition to providing SP with full, good faith cooperation and such information as may be required by SP in order to develop and implement Services, SCHOOL shall:

(a) provide SP with specific and detailed information concerning SCHOOL's work flow, procedures and transaction volumes as they relate to applications of the Services;

(b) setup, format and make available to SP the files and tables specified by SP;

(c) make available to SP, personnel of SCHOOL for testing the Services and training users of the Services;

(d) provide one employee of SCHOOL to act as a coordinator of all SCHOOL activities in connection with the development of the Services, and to supervise all projects undertaken by SCHOOL in connection with the modification, preparation, installation or use of the Services;

(e) in general, to provide all information and access to key personnel needed to develop and implement the Services.

**7. Termination With Cause** In the event that the SCHOOL can prove that it is financially impossible to allocate on their budget the amounts payable to SP required under the Agreement, then SCHOOL may terminate the Agreement upon ninety (90) days written notice to SP of this qualifying event. Either party shall have the right, with cause, to terminate this Agreement upon ninety (90) days written notice to the other party upon:

(a) violation or breach, by its officers or employees, of any provision of this Agreement, including but not limited to confidentiality and payment. In the event that there is a breach of this Agreement the breaching party will have sixty (60) days from receipt of the notice of the breach to cure the breach. If the condition has been satisfactorily resolved this Agreement will remain in force;

(b) termination of the business;

(c) voluntarily or involuntarily filing of a bankruptcy petition or similar proceeding under state law; or

(d) becoming insolvent or making any assignment for the benefit of creditors. Notwithstanding termination of this Agreement, the obligations of the parties contained in **Sections 9-12 inclusive, 15 and 18** shall survive the termination of this Agreement and continue in perpetuity.

**8. Termination Without Cause** In the event that SCHOOL terminates this Agreement without cause, SCHOOL will be responsible to pay SP liquidated damages, not to be construed as a penalty, in the amount of 100% of the sum of all remaining payments described in **section 3** of this Agreement. Any such payments must be received within ten (10) days of the proposed date of termination. If such payment is not received, the termination notice will be considered void and the contract, along with all regularly required payments, will remain in full force and effect until all payments due under this contract are received.

**9. Title to Software** SP and SCHOOL agree that the software code used to operate the Services under this Agreement is sole property of SP. Both parties also agree that all data entered into the Services is owned by the SCHOOL. Further, receipt by SP of the final payment due under this Agreement, title to the software code utilized to run the Services and all derivative works developed there from and all copies thereof shall remain the property of SP. Transfer of ownership of the aforementioned software code to SCHOOL will only occur in the event SP ceases business operations while this Agreement is in force and all payments are current or at the termination of this Agreement.

**10. Title to SCHOOL Marks and Intellectual Property** SP and SCHOOL agree that the name, associated logos, the names of individual buildings, and all content uploaded by or received from the SCHOOL is the property of the SCHOOL, and may not be reproduced or used outside the terms of this Agreement.

**11. License to SP** Subject to the terms and conditions of this Agreement, SP shall have a perpetual, worldwide, royalty-free irrevocable license to use the software code used to develop the Services and all derivative works developed there from. Both parties acknowledge that SP develops software and web applications as its primary business function and may at SP's sole discretion sell applications that may have similar functionality, in part or in whole, as the software code developed to operate the Services before and after the termination of this Agreement.

**12. DIGITAL MILLENNIUM COPYRIGHT ACT ("DMCA")** SP and SCHOOL agree to follow all sections of the DMCA. The parties agree not to knowingly post any copyrighted information and/or receive any direct financial benefit from the posting of copyrighted information on any website controlled, designed, and/or operated by SP. The parties agree to expeditiously remove, or disable access to, any allegedly copyrighted infringing materials from its website upon the actual knowledge of infringing activity and/or material, or upon the valid notification of claimed infringement by an owner of copyrighted material or an agent thereof. The parties further agree that they will not interfere with the standard technical measures within the copyright industry. SCHOOL agrees to promptly notify SP of any notification received by SCHOOL from an alleged copyright owner of any alleged copyright violations. The parties agree that SP retains the right to terminate its relationship with SCHOOL, with cause, in the event that SCHOOL repeatedly violates the copyright protects of valid copyright owners.

**13. Non-Disclosure** Both parties shall take all steps necessary to maintain the Services in confidence and shall not, nor shall it permit its employees, or its permitted agents or consultants to sell, transfer, disclose, display or otherwise make accessible any confidential information relating to the Services, or any copies thereof, in whole or in part, to any third party without written consent. Any unauthorized use of confidential or proprietary information without written consent will result in damages due to the breaching party. If either party is required to secure legal assistance to recover any amount of damages the prevailing party will be entitled to legal fees as stated in **section 21** of this Agreement.

**14. Governing Law and Venue** This Agreement shall be governed by and construed under the laws of the State of Ohio. The parties to this Agreement hereby designate the state or federal courts of Franklin County, Ohio as the courts of proper jurisdiction and exclusive venue for any actions or proceedings relating to this Agreement or any document or instrument executed in connection herewith, hereby irrevocably consent to such designation, jurisdiction, and venue; and hereby waive any objection or defenses relating to jurisdiction or venue with respect to any action or proceeding initiated in such courts.

**15. Complete Contract and Amendments** This Agreement together with any Appendices attached hereto, supersedes all prior agreements and understandings between the parties hereto for performance of the services described herein, and constitutes the complete agreement and understanding between the parties hereto unless modified in writing, signed by both parties.

**16. Notices** Any notice or communication required to be given by either party hereunder shall be in writing and shall be hand delivered or sent by recognized overnight courier to the party receiving such communication at the recipient party's address.

**17. Non-Solicitation** SCHOOL recognizes that the employees and agents of SP, and such employee agents' loyalty and service to SP, constitute a valuable asset of SP. Accordingly, SCHOOL hereby agrees not to knowingly and directly or indirectly make any offer of employment to, nor enter into a consulting relationship with, any person who was employed or otherwise engaged by SP within two (2) years of such person's employment or other engagement by SP. This time period will only be waived in the event that SP either discontinues operation prior to the expiration of the term or if SP provides SCHOOL with a written waiver to this provision

**18. Force Majeure** Except as to the payment of money by the due date required under this Agreement, which will in no event be excused hereunder, neither party shall be liable to the other for any delay or failure to perform due to causes beyond its reasonable control. Performance times shall be considered extended for a period of time equivalent to the time lost because of any such delay.

**19. Assignment** SP may assign or transfer, at its sole discretion, without prior consent of District, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part.

**20. Equitable Relief** The parties acknowledge and agree that irreparable harm would result in the event of a breach or threat of a breach by either party of this Agreement. In such an event, and notwithstanding any other provision of this Agreement, the non-breaching party shall be entitled to a restraining order, order of specific performance, or other injunctive relief, without showing actual damage and without bond or other security. The remedies under this section are not exclusive, and shall not prejudice or prohibit any other rights or remedies under this Agreement or otherwise.

**21. Attorney's Fees** In the event either party is required to obtain legal assistance (including, but not limited to, in-house counsel) to enforce its rights under this Agreement, or to collect any monies due for Services provided or damages sustained, the prevailing party shall be entitled to receive from the other party, in addition to all other sums due, reasonable attorney's fees, court costs and expenses, if any, incurred enforcing its rights and or collecting its monies.

**22. Indemnification** The parties shall indemnify and hold harmless the other from any claim, cause of action, loss, damage, cost and expense, judgement, order civil and criminal penalty, forfeiture and/or assessment against either party asserted by or awarded to, any third-party arising from or related to acts committed solely by the other party. Notwithstanding anything in this Agreement to the contrary, SCHOOL expressly reserves the right to assert, in whole or in part, the defense(s) of governmental or sovereign immunity to the extent permitted under the laws of the State of Ohio.

**23. Independent Contractors** The parties are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, joint venture, partnership (in relation to ownership of either entity), or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither SP or SCHOOL nor any of their respective agents or employees shall control or have any rights to control the activities of the other party in carrying out the terms of this Agreement. Neither party, nor any employees or agents thereof, shall have any claim under this Agreement or otherwise against the other party for social security benefits, workman's compensation, disability benefits, unemployment insurance, vacation, sick pay or any other employee benefits of any kind, and SP is not responsible for any payroll withholding obligations of any nature whatsoever arising as a consequence of this Agreement, including, without limitation, withholding of federal and/or state taxes, FICA (social security) taxes, unemployment insurance taxes, and disability insurance taxes.

**24. Headings** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning of interpretation of this Agreement.

**25. Severability** In the event that one or more provision(s) of this Agreement are deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.

**26. Negotiated Agreement** This Agreement is the result of negotiations between the parties both of whom are deemed the craftsman of this Agreement.

## AGREEMENT AUTHORIZATION

IN WITNESS WHEREOF, the parties have executed this Agreement as of: **May 07, 2019**

SchoolPointe, Inc., a Delaware Corporation

SIGNATURE
Josh Boyer

Authorized Signer: Josh Boyer

Title: Vice President

Washington Colony Elementary School District, a School organized under the laws of California

SIGNATURE
Jesus Cruz

Authorized Signer: Jesus Cruz

Title: Superintendent

# APPENDIX A: PRICING

***Original Agreement Start Date: May 07, 2019***

***Original Agreement End Date: June 30, 2022***

***Appendix A Effective Date: May 07, 2019***

Appendix A ("Appendix") is in reference to and forms part of the General Products and Services Agreement ("Agreement") as dated above between SchoolPointe, Inc., a Delaware Corporation ("SP"), located at 3248 West Henderson Rd., Suite 100, Columbus, Ohio 43220, and Washington Colony Elementary School District, a school organized under the laws of California, located at 130 E. Lincoln Ave., Fresno, California ("SCHOOL"). Collectively referred as "Parties". To the extent that any of the terms or conditions contained in this Appendix contradict or conflict with of the terms or conditions of the original Agreement, it is expressly understood and agreed that the terms of the Appendix take precedence and supersede the terms and conditions in the original Agreement.

May it be know that the Parties, for good consideration, do hereby agree to make the following changes and/or additions that are detailed below. These additions shall be made valid and effective upon acceptance of the Appendix. Any and all setup costs detailed in the Appendix will be invoiced upon acceptance of the Appendix. Any and all annual costs detailed in the Appendix will be invoiced on the anniversary date of the original Agreement.

The SendIt product can only be elected for 1 year intervals. This product will automatically renew on an annual basis at the anniversary date of this Agreement, unless terminated by written notice, 90 days prior to the expiration of the then current term. The annual price may be adjusted at any time upon 30 days written notice from SP. In the event a price adjustment notice is sent, School reserves the right to reject the proposed price adjustment and notify SP, in writing of its intent to terminate the Sendit product. All other products / services elected in this agreement, unless and until terminated pursuant to Section 1 of this Agreement.

**Setup Costs:**

| Description | Price |
|---|---|
| **Custom Design, Setup, Unlimited Live Web-Ex Training, & Implementation** | $2,000 |
| **Content Transfer**<br>Excludes calendars, athletics, clubs, photos, videos, teacher pages, blogs and information requiring a login to access | $750 |
| Total | $2,750 |

**APPENDIX A: PRICING - Continued**

**Original Agreement Start Date: May 07, 2019**

**Original Agreement End Date: June 30, 2022**

Appendix A Effective Date: May 07, 2019

**Annual Fees:**

| Description | |
|---|---|
| **CMS Annual** | $2,750 |
| Total | **$2,750** |

* The SendIt product can only be elected for 1 year intervals. This product will automatically renew on an annual basis at the anniversary date of this Agreement, unless terminated by written notice, 90 days prior to the expiration of the then current term. The annual price may be adjusted at any time upon 30 days written notice from SP. In the event a price adjustment notice is sent, School reserves the right to reject the proposed price adjustment and notify SP, in writing of its intent to terminate the Sendit product. All other products / services elected in this agreement, unless and until terminated pursuant to Section 1 of this Agreement.

# APPENDIX B: SERVICE LEVEL AGREEMENT

This Service Level Agreement ("SLA") governs the Services in **section 2** of this Agreement ("Services") provided under the SchoolPointe Terms and Conditions agreed to by each user of the Services ("Customer") and SchoolPointe, Inc. ("SP").

**Description and Objections** Services will be measured on the basis of the following Service Level Objectives ("SLA Objectives"): Site Availability ("Availability") and Notification of Scheduled Maintenance and Mean Time to Respond ("MTTR"). The SLA provides for twenty-four (24) hours a day, seven (7) days per week coverage of the SLA. The SLA does not apply before official implementation date or ("Go Live Date") of Services contracted by a customer.

**Availability** The SLA Objectives for Availability are as follows:

| Component | | Up-Time Percentage |
|---|---|---|
| Public Website | The pubic facing website accessible to end users. | 99.9% (about 45 min/ month) |
| CMS Admin Panel | The area for the customer to administer the site content and settings. | 99.9% (about 45 min/ month) |
| CMS Branded App | A stand alone branded mobile app available for parents and community members to download to access school information and receive push notifications. | 99.9% (about 45/min/ month) |
| CMS Mobile App | A mobile app available for parents and community members to download to access school information and receive push notifications. | 99.9% (about 45 min/ month) |
| FacilityPointe ("FMS") | A system that allows control and management of all resources, resource requests and maintenance requests. | 99.9% (about 45 min/ month) |
| Formality | A system that allows creation, publishing and submission of online forms. | 99.9% (about 45 min/ month) |
| Learning Management System ("LMS") | The area in which the customer, students and parents interact/communicate. | 99.9% (about 45 min/ month) |

Availability will be measured in sliding three (3) month windows, based on the average of actual minutes of of Services availability as a percentage of the corresponding total available minutes for the three (3) month window, and will be calculated as follows:

$$\text{Availability} = \frac{\text{Calendar Months Minutes - Excluded Minutes - Outage Minutes}}{\text{Calendar Months - Excluded Minutes}} \times 100$$

**Other SLA Objectives** Other SLA objectives covered under the SLA include the following, which will be measured on a best effort basis:

| Other SLA Objectives Descriptions | |
|---|---|
| **Scheduled Maintenance** We will notify the customer of all significant maintenance to Services. | **Notification-** No less than twenty-four (24) hours prior to the maintenance window unless changes are to address a Critical or Major issue.<br><br>**Maintenance for All Components-** If service will be interrupted, the implementation will be restricted to off-peak hours. |
| **Mean Time to Respond ("MTTR")** SP will respond to and resolve customer support tickets within a reasonable amount of time. | **Response/Resolution time by request category:**<br><br>• Low/Informational: No Time Frame<br>• Minor: 48 hours or less<br>• Major: 24 hours or less<br>• Critical: 12 hours or less |

| Other SLA Objective Descriptions | |
|---|---|
| | **Definition of Classifications-** SP will take notice of severity level of request from customer, but will assess and classify the level of request based on its own assessment. In assessing the level of request classification, SP will utilize the following categorizations:<br><br>• Low/Informational: A notification of information or a request that does not have immediate urgency.<br>• Minor: A notification of a support request item with low impact and/or individual user impact.<br>• Major: Service impact for item with at least 50% of users with little to no workarounds.<br>• Critical: Service outage. |

**Submitting a Support Request** The following steps should be followed when reporting an outage with SP:

| | Step Description |
|---|---|
| **Step One** | • Contact customer support via Live Chat or via Email at support@schoolpointe.com |
| **Step Two** | • For minor and low/informational issues, call customer support during normal business hours (Monday through Friday 8:00 AM EST to 5:00 PM EST) at (866) 545-2549<br>• For critical and major issues call customer support 24/7/365 at (866) 545-2449 |

**Proactive Measures for Objective Completion** SP has gone to great lengths to ensure that we exceed all of the objectives detailed in this SLA. Below is a summary of the steps that SP have taken to ensure all objectives are able to be met consistently:

- **Redundancy-** SP has gone to great lengths to ensure that there is no single point of failure wherever possible for any and all components. This applies to web servers, DNS servers, file servers and all other system SP currently utilizes. User files are stored redundantly on at least two (2) servers.
- **Enterprise Monitoring-** SP utilizes enterprise-grade application and server monitoring for both proactive and historical response. The monitoring system in use will alert SP in the even of and service outage or if various metrics are outside set thresholds.
- **Backups-** SchoolPointe is committed to safeguarding customer data. Database backups are performed on a daily and monthly basis and are retained for the following periods:
    - Daily backups: 1 Month
    - Monthly backups: 1 Year

**Washington Colony ESD**
REGULAR BOARD MEETING May 14, 2019
Tuesday, May 14, 2019
Open Session: 6:30 PM | Closed Session:
Washington Colony Elementary School District
**VI.A.7 Regular Board Meeting for July 2019**

**Type:**
Action

**Quick Summary/Abstract:**

*Cancel the July 9, 2019 Regular Board Meeting.*

**Attachments:**
1. Regular Board Meeting. July

**WCESD BOARD OF TRUSTEES**

ITEM NO. VI.A.7
DATE: May 14, 2019

**SUBJECT TITLE:** Regular Board Meeting for July 2019

Action ___√___ Discussion _____ Information _____

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**RECOMMENDATION:**

Cancel the July 9, 2019 Regular Board Meeting.

**BACKGROUND:**

Board Bylaw 9320 *Meetings and Notices* specifies that the Board shall hold one (1) regular meeting each month. The Board has established the 2nd Tuesday of each month as the date for the regular meeting.

**CONSIDERATION:**

Due to LCAP/Budget adoption purposes and because the district has already scheduled two regular board meetings in June 2019 (June 11, 2019 and June 25, 2019 at 6:30 pm in room M-5), I recommend to the Board to cancel the regular July 9, 2019 board meeting.

Moved by Second

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

**Washington Colony ESD**
REGULAR BOARD MEETING May 14, 2019
Tuesday, May 14, 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 May 14, 2019
Tuesday, May 14, 2019
Open Session: 6:30 PM | Closed Session:
Washington Colony Elementary School District
**VI.B.1 Retirement**

**Type:**
Action

**Quick Summary/Abstract:**
*Ratify Superintendent's acceptance of retirement from Loanna Kozera; Instructional Aide (Part-time).*

**Attachments:**
1. Retirement- May

**WCESD BOARD OF TRUSTEES**

ITEM NO. VI.B.1
DATE: May 14, 2019

**SUBJECT TITLE:** RETIREMENT

Action √ Discussion _____ Information _____

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**RECOMMENDATION:**

Ratify Superintendent's acceptance of retirement from Loanna Kozera Instructional Aide (Part- time). Loanna Kozera is retiring from WCESD effective June 30, 2019.

**CONSIDERATION:**

Loanna Kozera, Instructional Aide is retiring effective June 30, 2019.

Moved by Second

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

**Washington Colony ESD**
REGULAR BOARD MEETING May 14, 2019
Tuesday, May 14, 2019
Open Session: 6:30 PM | Closed Session:
Washington Colony Elementary School District
**VI.B.2 Interdistrict Attendance Permits**

**Type:**
Action

**Quick Summary/Abstract:**

*Ratify action on Interdistrict Attendance Permit for the 2019-20 school year.*

**Attachments:**
1. Interdistrict Attendance Permit- May

**WCESD BOARD OF TRUSTEES**

ITEM NO. VI.B.2
DATE: May 14, 2019

**SUBJECT TITLE:** INTERDISTRICT ATTENDANCE PERMITS

Action ___√___ Discussion _____ Information _____

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## RECOMMENDATION

Ratify action on Interdistrict Attendance Permit request for the 2019 - 20 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 May 14, 2019
Tuesday, May 14, 2019
Open Session: 6:30 PM | Closed Session:
Washington Colony Elementary School District
**VI.C Curriculum/Instruction/Assessment**

**Type:**
Action

**Washington Colony ESD**
REGULAR BOARD MEETING May 14, 2019
Tuesday, May 14, 2019
Open Session: 6:30 PM | Closed Session:
Washington Colony Elementary School District
**VI.C.1 Adoption of Science Textbook Materials**

**Type:**
Action

**Quick Summary/Abstract:**

*Consider Adoption of K-8 Textbook Materials for Science CA NGSS Standards.*

**Attachments:**
1. Adopt K-8 Textbooks

**WCESD BOARD OF TRUSTEES**

ITEM NO. VI.C.1
DATE: May 14, 2019

**SUBJECT TITLE:** CURRICULUM/INSTRUCTION/ASSESSMENT

Action ___√___ Discussion _____ Information _____

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**RECOMMENDATION**

Adopt K-8 Textbooks/Materials for Science CA NGSS as follows:

K-4: Amplify Science CA Integrated Course Model (Amplify Education)
5-8: STEMscopes CA NGSS 3D Preferred Integrated (Accelerate Learning)

**BACKGROUND**

The Governing Board desires that district instructional materials, as a whole, present a broad spectrum of knowledge and viewpoints, reflect society's diversity, and enhance the use of multiple teaching strategies and technologies. The Board adopts instructional materials based on a determination that such materials are an effective learning resource to help students achieve grade-level competency and that the materials meet criteria specified in law.

The Board selects instructional materials for use in grades K-8 that have been approved by the State Board of Education or have otherwise been determined to be aligned with the state academic content standards adopted pursuant to Education Code 60605 or the Common Core Standards adopted pursuant to Education Code 60605.8.

The Board's priority in the selection of instructional materials is to ensure that all students are provided with standards-aligned instructional materials in the core curriculum areas of English/language arts, mathematics, science, and history-social science.

**CONSIDERATION**

I am recommending adoption of the above listed K-8 Textbooks/Materials for adoption by the Governing Board. I certify that they are aligned to applicable academic content standards adopted by the California State Board of Education pursuant to Education Code 60605 and/or Common Core Standards adopted pursuant to Education Code 60605.8 and meet all requirements for materials as specified in AR 6161.1 *Selection and Evaluation of Instructional Materials. The 2018 Science Publishers and Programs were adopted at the November 2018 California State Board of Education public meeting.*

Moved by Second

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

**Washington Colony ESD**
REGULAR BOARD MEETING May 14, 2019
Tuesday, May 14, 2019
Open Session: 6:30 PM | Closed Session:
Washington Colony Elementary School District
**VI.C.2 Summer School Program**

**Type:**
Action

**Quick Summary/Abstract:**
*Approve the two-week Summer School Program; June 10 – 21, 2019.*

**Attachments:**
1. Summer School

**WCESD BOARD OF TRUSTEES**

ITEM NO. VI.C.2
DATE: May 14, 2019

**SUBJECT TITLE:** Summer School Program

Action ___√___ Discussion _____ Information _____

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## BACKGROUND

The Governing Board recognizes that summer school provides valuable opportunities for students to improve their skills and make academic progress. When the need is demonstrated and funds are available, the Superintendent, with Board approval, may establish summer school classes for purposes of remediation and/or enrichment in core academic subjects. Summer school programs may be funded through Title I funding.

## CONSIDERATION

Title I regulations require that program improvement districts set aside an amount equal to at least 20 percent of district Title I funds to pay for costs related to supplemental educational services and transportation for student transfers. Districts have some discretion as to how much is spent on each purpose, provided that at least 5 percent of the district's total Title I allocation is allotted to each purpose. The district may spend less if the demand is met. We estimate that we will end the school year with an approximate balance of 20,000 in unencumbered set aside funds. Should the Board wish to authorize a summer learning program, these available funds should be sufficient to cover the cost of a 2-week session. See attached expenditures proposal for your review.

Summer School Supplemental Intervention Program
Curriculum & Instruction
ELA/ELD/MATH/AR
Reading, Writing Projects and Math Activities with Technology Integrated Programs
Staff
7 Classroom Teachers ($2^{nd}$ – $7^{th}$ grades)
1 Cafeteria Cook
1 Library/Instructional Aide
Dates and Hours
June 10 to June 21, 2019
8:30am - 12:30pm (Breakfast and Lunch will be provided through Seamless Food program)
Transportation Provided
ASP Summer Program
June 10 – June 21, 2018 Hours: 8:30am – 2:30am Site Lead/Assistant Lead/ 5 Staff

Moved by _____ Second _____

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

2018-2019 SUMMER SCHOOL
BUDGET

| | |
|---|---|
| **GENERAL FUND** | |
| **SALARIES** | |
| ADMINISTRATORS (1) | $0.00 |
| TEACHERS(7) | $15,931.65 |
| **TOTAL SALARIES** | **$15,931.65** |

| | |
|---|---|
| **TRANSPORTATION** | **$2,048.00** |

| | |
|---|---|
| **CURRICULUM** | **$525.00** |

| | |
|---|---|
| **TOTAL BUDGET** | **$18,504.65** |

| | |
|---|---|
| **CAFETERIA FUND** | |
| **CAFETERIA STAFF** | **$961.05** |

**Washington Colony ESD**
REGULAR BOARD MEETING May 14, 2019
Tuesday, May 14, 2019
Open Session: 6:30 PM | Closed Session:
Washington Colony Elementary School District
**VI.C.3 Illuminate Education**

**Type:**
Action

**Quick Summary/Abstract:**

*Approve the Illuminate Education Contract for 2019-2022.*

**Attachments:**

1. Curriculum Instruction Assessment- May 2019

**WCESD BOARD OF TRUSTEES**

ITEM NO. VI.C.3
DATE: May 14, 2019

**SUBJECT TITLE:** CURRICULUM/INSTRUCTION/ASSESSMENT

Action ___√___ Discussion _____ Information _____

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**RECOMMENDATION**

Approve the Illuminate Education Services Agreement between Illuminate ED and Washington Colony Elementary School District for the 2019-2022 school years.

**BACKGROUND**

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

**CONSIDERATION**

Illuminate ED provides Software Services for the district to create Benchmark Assessments K-8 in ELA/MATH and Science. Illuminate is available in conjunction to the system a database of test questions for the CCSS and NGSS item banks. The assessments are organized as sets of NGSS Performance Expectations that match both the California Science Frameworks as well as NGSS Bundles.

Approve the renewal of Illuminate Education Services Agreement between Illuminate ED and Washington Colony Elementary School District for the 2019-2022 school years.

**FINANCIAL IMPACT:**

3 -Year Fee = $5,659.45

**FUNDING SOURCE:**

General Fund (0100) – Schoolwide Program

Moved by _____ Second _____

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

# Client Order

Q-34491

## Illuminate Education

6531 Irvine Center Drive Suite 100
Irvine, California 92618
(949) 656-3133
https://www.illuminateeducation.com/

| | | | |
|---|---|---|---|
| Prepared Date: | 5/7/2019 | Customer: | Washington Colony Elementary School District |
| Valid Through: | 6/6/2019 | Address: | 190 E. Lincoln Ave<br>Fresno, California 93706 |
| Prepared By: | Alina Gonzalez | Contact: | Jesus Cruz |
| Start Date: | 7/1/2019 | Phone: | (559) 233-0706 |
| End Date: | 6/30/2022 | Number of Schools: | 2 |
| Quote Term: | 36 | | |

### Year 1

Dates: 7/1/2019 - 6/30/2020

| QTY | PRODUCT | DESCRIPTION | UNIT | TOTAL |
|---|---|---|---|---|
| 463 | DnA, Software License | Per Student Licenses - Illuminate Data and Assessment™ | $2463.00 | $2,463.00 |
| 463 | Inspect Plus | Access to Key Data Systems' KDS Inspect Plus | $1.85 | $856.55 |
| 309 | NGSS Formatives, grades 3-12 only | Access to KDS NGSS Interim Assessments. | $1.10 | $339.90 |
| | | | **Year 1 TOTAL:** | $3,659.45 |

### Year 2

Dates: 7/1/2020 - 6/30/2021

| QTY | PRODUCT | DESCRIPTION | UNIT | TOTAL |
|---|---|---|---|---|
| 463 | DnA, Software License | Per Student Licenses - Illuminate Data and Assessment™ | $3463.00 | $3,463.00 |
| 463 | Inspect Plus | Access to Key Data Systems' KDS Inspect Plus | $1.85 | $856.55 |
| 309 | NGSS Formatives, grades 3-12 only | Access to KDS NGSS Interim Assessments. | $1.10 | $339.90 |
| | | | **Year 2 TOTAL:** | $4,659.45 |

### Year 3

Dates: 7/1/2021 - 6/30/2022

| QTY | PRODUCT | DESCRIPTION | UNIT | TOTAL |
|---|---|---|---|---|
| 463 | DnA, Software License | Per Student Licenses - Illuminate Data and Assessment™ | $4463.00 | $4,463.00 |
| 463 | Inspect Plus | Access to Key Data Systems' KDS Inspect Plus | $1.85 | $856.55 |
| 309 | NGSS Formatives, grades 3-12 only | Access to KDS NGSS Interim Assessments. | $1.10 | $339.90 |
| | | | **Year 3 TOTAL:** | $5,659.45 |

On-Going Illuminate subscription license and/or support fees are invoiced at then current rates & enrollment per terms of the Master Subscription Licenses & Services Agreement, which may be subject to an annual increase after the first year for non-multi-year contracts and/or enrollment increases (i.e., as your student count increases or decreases, the quantity will be adjusted in accordance with the terms of the Agreement).

Any applicable state sales tax has not been added to this Client Order. Subscription Start and Expiration Dates shall be as set forth above, which may be delayed based upon the date that Illuminate receives your purchase order.

In the event that this Client Order includes promotional pricing, said promotional pricing is only valid for the select term(s), product(s), and/or service(s) as shown in this Client Order. The promotional pricing may also be limited in availability to you through the date on this Client Order that is shown as the "Valid Through" period.

All invoices shall be paid within thirty (30) days of the date of invoice.

**All purchase orders must contain the exact Client Order number stated within.**

**To accept and finalize this Client Order, please remit a purchase order to:**

**Orders@IlluminateEd.net**
**or**
**6531 Irvine Center Drive #100**
**Irvine, CA 92618**

illuminate education

Master Subscription Licenses & Services Agreement

This Master Subscription Licenses & Services Agreement ("Agreement") is hereby entered into as of the date of receipt of purchase order and/or enforcement of any and all product and/or service orders (the "Effective Date") between the purchasing agency ("Client") and Illuminate Education, Inc., a California corporation having its principal place of business at 6531 Irvine Center Drive, Irvine, CA 92618, and wholly-owned subsidiaries, including, but not limited to Adrylan Communications, LLC, eduClimber, LLC, eSchoolData, LLC, IO Education, LLC, Sanford Systems, Inc. dba Key Data Systems, SchoolCity, Inc., and The Learning Egg, LLC (collectively "Illuminate") (Client and Illuminate are referenced herein as each a "Party" and collectively the "Parties").

**Definitions.**

(a). **"Client Order"** means the Illuminate document attached hereto (or subsequently produced invoice), which lists the Licensed Product(s), current pricing, Service(s), Software, Subscription Period, Third Party Software, and/or applicable financial terms related to this Agreement, and is hereby incorporated into this Agreement upon receipt of Client's purchase order as specified herein.

(b). **"Documentation"** means technical materials provided by Illuminate to Client in hard copy or electronic form describing the use and operation of the Software, which does not include any sales and/or marketing materials that Illuminate may provide Client to describe functionality intended for sales and/or marketing purposes.

(c). **"Licensed Product(s)"** means all software (including Embedded Applications, which is software licensed by Illuminate and provided to Client as part of the terms of this Agreement) and subsequent versions provided during an active Subscription Period and/or in relation to Support Services and all related Documentation licensed to Client pursuant to this Agreement, now or in the future.

(d). **"Services"** means the service(s) described in the applicable Client Order attached hereto or an executed statement of work ("SOW"), associated with the Software and the Documentation, including any applicable software hosting or Professional Services, as defined herein, and/or provided by Illuminate to Client.

(e). **"Software"** means the Illuminate software programs described in the applicable Client Order.

(f). **"Subscription Period"** means the period commencing upon the start date set forth in the applicable Client Order and continuing until terminated in accordance with Section 14 ("**Termination**").

(g). **"Third Party Software"** means any software product designated as Third Party Software by Illuminate, and any related documentation supplied to Client, which is licensed directly between Client and a third party. Third Party Software is different than Embedded Applications in that Illuminate licenses the Embedded Applications to Client as part of Licensed Product (but in some cases, such Embedded Applications may be subject to additional license terms as identified herein). Illuminate is not a licensor of Third Party Software.

**1. Subscribing to the Service(s).** Client will subscribe to the Licensed Product(s) and/or Services by providing a purchase order displaying the unique identifier contained within the Client Order attached hereto and/or executing a written SOW for such Licensed Product(s) and/or Services with Illuminate. Any additional and/or varying terms included in the Client's purchase order are hereby deemed null and void. Upon mutual consent, each SOW will be incorporated into this Agreement. Each Client Order and/or SOW will specify the Licensed Product(s) and/or Services and specific terms and conditions applicable to that order. In the event of any conflict between this Agreement and a SOW, the mutually agreed upon SOW shall control, except this Agreement shall govern all terms relating to intellectual property rights, confidential information, warranty, indemnity and liability. Subject to the terms and conditions of this Agreement [including all incorporated documents as set forth in Section 15(k) herein], Illuminate will provide the Licensed Product(s) and/or Services described in the initial Client Order. Additional Client Orders and/or SOWs may be entered into by the Parties to subscribe to additional or different features of the Licensed Product(s) and/or Services. Unless designated as replacing a specific Client Order and/or SOW, subsequent Client Orders and SOWs will be considered in addition to currently effective Client Orders and SOWs.

**2. License.**

(a). **License Grant.** Subject to the terms and conditions of this Agreement, including Illuminate's Privacy Policy, which is incorporated in full herein by reference, Illuminate grants to Client a limited, revocable, annual (or multi-year as specified in Illuminate's Client Order), non-exclusive, non-transferable license during the Subscription Period, to access the Licensed Product(s) and/or Services through the User IDs and to operate the features of the Licensed Product(s) and/or Services according to the Documentation under normal circumstances. No source code or technical-level documentation to the Licensed Product(s) and/or Services is licensed under this Agreement.

(b). **User IDs.** Illuminate will issue Client's system administrator access to Client's designated user(s) that will have the ability to issue a singular User ID and password to each student, teacher, and administrator for access to and to utilize the Licensed Product(s) and/or Service(s) specified in the applicable Client Order and/or SOW. Client shall limit the total number of issued User IDs and passwords to the student count noted for each Licensed Product and/or Service on the Client Order; provided that said student count does not limit the total number of teacher and administrator User IDs and passwords that Client may issue. Each User ID may only be used to access the Services during one (1) concurrent login session. Client shall not allow Client Personnel and/or students to share User IDs with any third parties, which require prior written approval for access by Illuminate. "Client Personnel" is defined as Client's internal employees, who shall be bound by confidentiality restrictions at least as restrictive as this Agreement provides, explicitly excluding contractors and/or vendors that are not granted access herein. Client is responsible for all activity occurring under its User IDs and control of said User IDs, including the corresponding password credentials. Client is responsible for all use of the Licensed Product(s) and/or Services by Client Personnel, students Client grants access to, for maintaining the confidentiality of all User IDs, and promptly notifying Illuminate of any actual or suspected unauthorized use of the Licensed Product(s) and/or Services. Illuminate reserves the right to suspend or terminate any Client user that Illuminate determines may have been used for an unauthorized purpose.

(c). **Limitations.** Client agrees that it will not and will not permit any Client Personnel or other party to: (i) permit any party to access or use the Licensed Product(s) and/or Services, Software, or Documentation, other than Client Personnel explicitly authorized by Illuminate; (ii)

modify, adapt, alter or translate the Software or Documentation, except as expressly allowed hereunder; (iii) sublicense, lease, rent, loan, distribute, or otherwise transfer the Licensed Product(s) and/or Services, Software, or Documentation to any third party; (iv) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or algorithms, structure or organization) of the Software; (v) use or copy the Software or Documentation except as expressly allowed hereunder; (vi) disclose or transmit any data contained in the Software to any individual other than Client Personnel. To the extent permitted under the law, Client shall hold Illuminate harmless from any and all claims relating to Client's misuse of Licensed Product(s) and/or Services rendered by Illuminate to Client, including Illuminate's intellectual property.

(d). **Client Responsibility.** Client shall perform the responsibilities necessary to establish Client's use of the Licensed Product(s) and/or Services, including (i) providing Client Personnel lists to setup User IDs, (ii) properly maintaining all associated equipment, software and environmental conditions in accordance with applicable industry standards and/or specifications Illuminate may provide Client, and (iii) designating Client Personnel to participate in training.

**3. Acceptable Use Policy.** Client acknowledges and agrees that Illuminate does not monitor or police the content of communications or data of Client or its users transmitted through the Licensed Product(s) and/or Services, and that Illuminate shall not be responsible for the content of any such communications or transmissions. In using the Software, Licensed Product(s), and/or Services, Client agrees to the following: (i) Client shall not incorporate into or otherwise transmit through the Software, Licensed Product(s), and/or Services any content that violates or infringes the rights of others, including without limitation any material that: (A) may be abusive, indecent, threatening, obscene, harassing, violent, defamatory, libelous, fraudulent, or otherwise objectionable; (B) encourages or otherwise promotes conduct that would constitute a criminal offense or give rise to civil liability; (C) impersonates any person or entity or that otherwise misrepresents Client's affiliation with a person or entity; (D) contains malicious code; (E) is in violation of the CAN-SPAM Act or any other applicable laws pertaining to unsolicited email, SMS, text messaging or other electronic communications, or the transmission of emails to an individual or entity with which Client has no preexisting relationship; (F) includes the private information of another without express permission, including but not limited to contact information, social security numbers, credit card numbers or other information which a reasonable individual would consider private in nature, (G) violates any privacy, intellectual property or proprietary right of another; (H) is pornographic or sexual in nature; (I) expressly targets children under the age of 13; or (J) is unlawful or otherwise objectionable, in Illuminate's sole opinion; and (ii) Client shall ensure that Client's use of the Software and/or Services is at all times compliant with all applicable local, state, federal and international law, regulations and conventions, including without limitation, those related to data privacy, international communications, and the exportation of data of any kind, regulations of the U.S. Securities and Exchange Commission and/or any rules of a securities exchange in the U.S. or elsewhere.

**4. Reservation of Rights.**

(a). **Illuminate.** Illuminate expressly reserves all rights in the Licensed Product(s), Services, Software, Documentation, and all other materials provided by Illuminate hereunder not specifically granted to Client. It is acknowledged that all right, title and interest in the Licensed Product(s), Services, Software, Documentation, and all other materials provided by Illuminate hereunder, including, but not limited to any update, adaptation, translation, customization or derivative work thereof, and all intellectual property rights therein will remain with Illuminate (or third party suppliers, if applicable) and that the Licensed Product(s), Services, Software, Documentation, and all other materials provided by Illuminate hereunder are licensed on a subscription basis and not transferred to Client apart from the temporary license(s) discussed herein.

(b). **Client**. Client expressly reserves all rights in any data that Client (or Client Personnel/student users) loads or enters into the Licensed Product(s) and/or Services and all results from processing such data, including compilations, and derivative works thereof (the "Client Data"), except that Client grants Illuminate a non-exclusive, royalty-free, license to use, reproduce, and create derivative works of the Client Data in operating the Licensed Product(s) and/or Service features for Client's benefit as is explicitly permitted under the law. Additionally, Illuminate may use and distribute the Client Data for any lawful purpose outside the scope of the Agreement, provided always that such Client Data must be aggregated and/or de-identified (e.g., the development of Illuminate's products and/or services, as authorized under F.E.R.P.A. and applicable state laws). Client represents and warrants that Client has all rights under applicable law to provide and input in the Licensed Product(s) and/or Services the Client Data, including any personally identifiable information of any of the students and or other persons included therein.

**5. Term.** Unless earlier terminated pursuant to this Agreement, this Agreement shall be in effect pursuant to the dates set forth in the Client Order and/or SOW ("Initial Term"), and thereafter may be renewed for additional one (1) year periods upon each anniversary of the commencement of the Initial Term (each subsequent period will be known as a "Renewal Term" and together with the Initial Term, the "Term"). The Renewal Term(s) will be invoiced at then-current rates; provided that Illuminate does not enter into a multi-year item price agreement with Client, as denoted in the attached Client Order. Expiration or termination of one Client Order and/or SOW shall not affect any other Client Order and/or SOW, unless the Agreement Term expires or the Agreement as a whole is terminated under Section 14 ("Termination").

**6. Client Support.** During the Subscription Period for the applicable Services, Illuminate will provide the following standard customer support:

(a). **Web & Phone Support.** Client's designated representative(s) shall have access to Illuminate's technical support via website/email and telephone and may use the website/email to submit service requests. Illuminate will use reasonable efforts to respond in a timely manner under the given circumstances.

(b). **Client's Responsibilities**. To receive support, Client shall: (i) report errors or suspected errors for which support is needed, and supply Illuminate with sufficient information and data to reproduce the error; (ii) procure, install, operate and maintain hardware, operating systems and other software that are compatible with the most current supported version of Software; (iii) establish adequate operational back-up provisions in the event of malfunctions or errors; (iv) maintain an operating environment free of any modifications or other programming that might interfere with the functioning of Software; (v) maintain hardware and system software consistent with Illuminate's minimum requirements; and (vi) timely install all fixes and new versions supplied by Illuminate in the proper sequence, and have the most current version of Software installed (if applicable). Client acknowledges that fixes and new versions may be made available electronically, and that, in some cases, Illuminate may maintain email distribution lists that are used to

notify Clients of the availability of fixes and new versions and to provide other information to Clients that are eligible for support. Client shall be responsible for including the appropriate Client Personnel on any such email distribution lists of Illuminate so that Client receives such notifications and other information.

(c). **Service Upgrades and Scheduled Downtime.** Client shall receive, through the Licensed Product(s) and/or Services, generally available versions and releases for the Software, as designated by Illuminate in its sole discretion and that Illuminate generally offers to its other clients in Illuminate's sole discretion, and at no additional charge (beyond current support and subscription fees). Illuminate may from time to time schedule downtime for maintenance and upgrades. Illuminate may provide Client notice of any scheduled downtime, including any scheduled user disruption, if the circumstances permit such notice. Illuminate will strive to perform updates during non-peak hours.

**7. Professional Services.** In consideration of Client's payment of the applicable and non-refundable fees and expenses set forth in the Client Order or SOW for professional services, Illuminate will provide Client the professional services set forth therein, which may include attendance at designated training sessions provided by Illuminate as set forth herein ("Professional Services"). Training and/or consultation sessions may be conducted, as Illuminate deems appropriate or as explicitly agreed upon in writing on the Client Order or SOW at the time of purchase, at Illuminate's training facility, at Client's location, or by teleconference.

(a). **Use Period**. All Professional Services must be prepaid or paid in the same manner as agreed to with other Licensed Products included on the applicable Client Order and utilized by Client within one (1) year of purchase. Illuminate, in its sole discretion, may extend this period up to a maximum of one (1) additional year to utilize said Professional Services; however, regardless of whether the Professional Services use period described herein is extended, Client's non-utilization of purchased Professional Services will be deemed null and void upon expiration of the applicable use period.

(b). **Third Party Integration**. Illuminate, in its sole discretion, will assist Client with integration of Licensed Product(s) with Client's third party applications that are compatible in nature. Due to the potential access of students' personally identifiable information, Illuminate provides said integration only at the request of Client in writing. Client is solely and entirely responsible for compliance with local, state, and federal laws corresponding with integrations. To the extent permitted under the law, Client agrees to indemnify and hold Illuminate harmless for any actions and/or omissions pertaining to said integration.

**8. Hosting.**

(a). **Availability.** Client acknowledges and agrees that the hosted Licensed Product(s) and/or Services may be inaccessible or inoperable from time to time due to planned maintenance or to causes that are beyond the control of Illuminate or are not reasonably foreseeable by Illuminate, including, but not limited to: (i) the interruption or failure of telecommunication or digital transmission links; (ii) hostile network attacks; (iii) network congestion; (iv) or other failures (collectively "Downtime"). Illuminate shall use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the Licensed Product(s) and/or Services caused by Downtime, whether scheduled or not.

(b). **Security.** Client will not: (i) breach or attempt to breach the security of the hosting environment or any network, servers, data, computers or other hardware relating to or used in connection with the Licensed Product(s) and/or Services, or any third party that is hosting or interfacing with any part of the Licensed Product(s) and/or Services; or (ii) use or distribute through the Licensed Product(s) and/or Services any software, files or other tools or devices designed to interfere with or compromise the privacy, security or use of the Licensed Product(s) and/or Services or the operations or assets of any other customer of Illuminate or any third party. Client will comply with any potential user authentication requirements for use of the Licensed Product(s) and/or Services. Client is solely responsible for monitoring its authorized users' access to and use of the Licensed Product(s) and/or Services. Illuminate has no obligation to verify the identity of any person who gains access to the Licensed Product(s) and/or Services by means of an access ID. Any failure by any authorized user to comply with the Agreement shall be deemed to be a material breach by Client, and Illuminate shall not be liable for any damages incurred by Client or any third party resulting from such breach. Client must immediately take all necessary steps, including providing notice to Illuminate, to affect the termination of an access ID for any authorized user if there is any compromise in the security of that access ID or if unauthorized use is suspected or has occurred in relation to hosted Licensed Product(s) and/or Services.

(c). **Data.** Client has sole responsibility for the legality, reliability, integrity, accuracy and quality of the data it processes through and submits to the hosting environment.

**9. Fees and Payment.**

(a). **Subscription Fees.** Subscription Fees (set forth in each Client Order and/or SOW) are payable in advance pursuant to subsection 9(b) below. Illuminate will issue an invoice for each payment annually.

(b). **Fees**. All fees and expenses will be invoiced and are payable net thirty (30) days after the invoice date and are non-refundable after being granted access to any products and/or the commencement of internal preparations to provide Professional Services. Such other fees and expenses along with the corresponding fees for Licensed Product(s) and/or Services are collectively "**Fees**".

(c). **Renewals; Enrollment Increases**. Prior to any Renewal Term, Client shall provide Illuminate with an updated student count for proper invoicing and to maintain an accurate number of students accessing the Licensed Product(s) and/or Services specified in all applicable Client Orders. Illuminate reserves the right to validate, adjust, and/or invoice for variation of Client's student count based on information provided to state reporting agencies. If an increase in student enrollment in excess of five percent (5%) occurs, then Client shall remit payment for additional student access to Licensed Product(s) and/or Services in accordance with Illuminate's supplemental invoice. Such additional fees will be calculated by multiplying the then-current per student fee for Licensed Product(s) and/or Services by Client's additional enrollment. Additionally, in the event a Client Order includes discounted pricing for bundled Licensed Product(s) and/or Services and Client terminates any Licensed Product(s) and/or Services within the bundle, Illuminate reserves the right to invoice Client at then-current pricing for the non-terminated Licensed Product(s) and/or Services. Illuminate may supply new or modified policies or other terms and conditions to Client related to the provision of Licensed Product(s) and/or Services in a renewal term in order to remain compliant with applicable laws and/or Illuminate's uniform procedures, in which event such new or modified policies or other terms and conditions will govern Illuminate's provision of Licensed Product(s) and/or Services in such renewal term.

(d). **Late Payment.** Client may not withhold or "setoff" any amounts due hereunder. Illuminate reserves the right to suspend Services, including access to the Software, and Professional Services (if any) until all undisputed past due amounts are paid in full after giving Client advance written notice and an opportunity to cure as specified in Section 13

("**Notices**") and Section 14 ("**Termination**"). Illuminate also reserves the right to charge Client a 1.5% late fee for any outstanding invoices that exceed ninety (90) days past due.

(e). **Certain Taxes.** Fees quoted do not include and Client shall pay, and to the extent permitted under the law, indemnify and hold Illuminate harmless from all gross receipts, value-added, personal property or other taxes, and all applicable duties, tariffs, assessments, export and import fees or similar charges (including interest and penalties imposed thereon) on the transaction contemplated herein, other than taxes based on the net income or profits of Illuminate. If client is exempt from federal, state, sales, and use taxes the client will not be charged the same upon providing Illuminate with sufficient evidence of said exemption.

**10. Confidential Information.**

(a). **Definitions.** For purposes of this section, a Party receiving Confidential Information (as defined below) shall be the "**Recipient**" and the Party disclosing such information shall be the "**Discloser**" and "**Confidential Information**" means all information disclosed by Discloser to Recipient during the Term and marked as "confidential" or "proprietary". Client hereby acknowledges that the Services (including any Documentation, Software, and any translations, compilations, partial copies and derivative works thereof) will be considered Confidential Information belonging exclusively to Illuminate (or its designated third party supplier), and Illuminate hereby acknowledges that Client Data will be considered Confidential Information belonging to Client, in each case regardless of whether or not marked as "confidential" or "proprietary".

(b). **Covenant.** To the extent permitted by law, recipient hereby agrees that during the Term and at all times thereafter it shall not (i) disclose such Confidential Information of the Discloser to any person or entity, except to its own personnel having a "need to know" (and who themselves are bound by similar nondisclosure restrictions), and to such other recipients as the Discloser may approve in writing; provided that all such recipients shall have first executed a confidentiality agreement in a form acceptable to Discloser; (ii) use Confidential Information of the Discloser except to exercise its license rights or perform its obligations under this Agreement; or (iii) alter or remove from any Confidential Information of the Discloser any proprietary legend. Recipient shall use at least the same degree of care in safeguarding the Confidential Information of the Discloser as it uses in safeguarding its own confidential information of a similar nature, but in no event shall less than due diligence and reasonable care be exercised. Upon the earlier of Discloser's written request or termination or expiration of this Agreement, and regardless of whether a dispute may exist, Recipient shall return or destroy (as instructed by Discloser) all Confidential Information of Discloser in its possession or control and cease all further use thereof. Notwithstanding the foregoing, Recipient may disclose Discloser's Confidential Information to the extent that such disclosure is necessary for the Recipient to enforce its rights under this Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that the Recipient promptly notifies the Discloser in writing of such required disclosure and cooperates with the Discloser to seek an appropriate protective order.

(c). **Injunctive Relief.** Recipient acknowledges that violation of the provisions of this section would cause irreparable harm to Discloser not adequately compensable by monetary damages. In addition to other relief, it is agreed that injunctive relief shall be available without necessity of posting bond to prevent any actual or threatened violation of such provisions.

**11. Disclaimers.**

(a). **DISCLAIMER OF OTHER WARRANTIES. SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND (UNLESS EXPLICITLY PROVIDED FOR HEREIN), AND ILLUMINATE AND ITS LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND POTENTIAL IMPLEMENTATION DELAYS. ILLUMINATE DOES NOT WARRANT THAT THE FUNCTIONALITY CONTAINED IN THE LICENSED PRODUCT WILL MEET CLIENT'S REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE OR CLOUD HOSTING WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED PRODUCT WILL BE CORRECTED. FURTHERMORE, ILLUMINATE DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE OR SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, SECURITY OR OTHERWISE. CLIENT AGREES THAT THE USE OF SOFTWARE AND SERVICES IS AT CLIENT'S OWN RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ILLUMINATE OR AN ILLUMINATE REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT FULLY APPLY TO CLIENT.**

(b). **Limited Non-Infringement Warranty.** Illuminate warrants that it has the right to license to Client the Software and Services as contemplated by this Agreement. Illuminate represents and warrants that as of the date the Software and Services is first made available hereunder, when properly used in accordance with the Documentation and this Agreement, will not misappropriate or infringe any third party's intellectual property rights recognized under any trade secret law, any U.S. copyright, or U.S. patent issued as of the Effective Date.

(c). **Limited Privacy Warranty.** Illuminate hereby recognizes that the Client Data which Client provides to Illuminate may include personally identifiable information of students. In order for Illuminate to carry out its obligations under this Agreement, it is necessary for Illuminate to use the Client Data. Illuminate agrees to use the Client Data, some of which may contain personally identifiable information of students, only for the purpose of fulfilling its obligations under this Agreement. Illuminate agrees all usage of Client Data shall be in compliance with the requirements of applicable privacy laws. Illuminate warrants that it has put in place reasonable and appropriate security, technical, and organizational measures to protect its usage of the Client Data against accidental or unlawful destruction or accidental loss, alterations, and unauthorized use, disclosure, or access. Illuminate also warrants that it shall not disclose to, permit the disclosure to, or provide access to the Client Data to any third parties, except as is necessary for Illuminate to fulfill its obligations under this Agreement and under the law. In the event the Client or any third party believes there has been a material breach of this provision, Illuminate shall have a reasonable amount of time, which will be a minimum of thirty (30) days from the date of receiving written notice to cure any such alleged breach.

**12. Limitation of Liabilities.** The Parties acknowledge that the following provisions have been negotiated by them and reflect a fair allocation of risk and form an essential basis of the bargain and shall survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy:

**ILLUMINATE SHALL NOT BE LIABLE TO CLIENT FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA; OR FOR CLAIMS OF A THIRD PARTY; ARISING OUT OF THIS AGREEMENT, SOFTWARE, THIRD PARTY SOFTWARE, SUPPORT, HOSTING, SERVICES, OR OTHER ITEMS PROVIDED, OR THE USE OR INABILITY TO USE ANY OF THE FOREGOING, EVEN IF ILLUMINATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE. IN ANY EVENT, IN RESPECT OF ANY CLAIM, DEMAND OR ACTION ARISING OUT OF THIS AGREEMENT, CLIENT SHALL BE LIMITED TO RECEIVING ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY CLIENT TO ILLUMINATE HEREUNDER FOR THE APPLICABLE LICENSED PRODUCT, ITEM OR SERVICE ON WHICH THE CLAIM IS BASED IN THE PREVIOUS TWELVE (12) MONTHS.**

**13. Notices.** Notices sent to either Party shall be effective when delivered electronically or physically to the address designated by Client and in the case of Illuminate to the attention of: Illuminate Legal Department to the address listed as Illuminate's principal place of business herein and in the case of Client to the recipient provided by Client at the commencement of the Services and/or use of Software. Notices must be in writing. Each Party may change its address for receipt of notice by giving notice of such change to the other Party.

**14. Termination.**

(a). **Termination for Breach.** Illuminate shall have the right to immediately suspend performance under this Agreement in the event that Client is in breach of any of its obligations under this Agreement. In addition, either party shall have the right to terminate this Agreement in whole or in part upon thirty (30) days written notice to the other party, in the event the other party materially breaches this Agreement and fails to correct such breach within such thirty (30) day period; provided that Illuminate shall have the right to terminate this Agreement immediately upon written notice in the event that Client breaches any of its obligations under Section 10. Client further acknowledges that, as breach of the provisions of Section 10 could result in irreparable injury to Illuminate, Illuminate shall have the right to seek equitable relief against any actual or threatened breach thereof, without proving actual damages.

(b). **Liquidated Damages.** In the event that Client enters into a multi-year contract with Illuminate and Client terminates the contract or any portion thereof, Client agrees to pay Illuminate the remaining sum due to Illuminate through the stated term of the Client Order and/or SOW as liquidated damages, as actual damages being impossible to calculate. This clause shall not apply in the event Client terminates this Agreement as a result of Illuminate's breach in accordance with Subsection 14(a) herein. Notwithstanding the foregoing, Client shall not be liable for said liquidated damages in the event that: (i) Client provides Illuminate at least thirty (30) days' advance notice of termination prior to the effective date anniversary; and (ii) said termination is a result of the non-appropriation of funds for Client's contract. Client shall not utilize this clause as a right to terminate the contract for convenience. Illuminate reserves the right to seek documentation evidencing the non-appropriation of funds.

(c). **Survival.** Upon termination or expiration of this Agreement for any reason: (i) all rights and obligations of both Parties (except for Client's payment of all Fees then owing), including all licenses granted hereunder, shall immediately terminate except as provided below; (ii) within thirty (30) days after the effective date of termination, each Party shall comply with the obligations to return or destroy, at Illuminate's sole discretion, all Confidential Information of the other Party, as set forth in Section 10 ("**Confidential Information**"). The following Sections and Subsections will survive expiration or termination of this Agreement for any reason: Section 4 ("**Reservation of Rights**"), Section 10 ("**Confidential Information**"), Section 11 ("**Disclaimers**"), Section 12 ("**Limitation of Liabilities**"), Section 14(c) ("**Survival**"), and Section 15 ("**General Provisions**"). Upon termination, as long as Client is not in breach, if requested, Illuminate shall make a final backup of Client data and provide the backup media to Client at Illuminate's then-current rates in a readily usable form in accordance with industry standards.

**15. General Provisions.**

(a). **Assignment.** Client may not assign this Agreement to any third party without Illuminate's prior written consent. Any assignment in violation of this section shall be void. The terms of this Agreement shall be binding upon permitted assignees.

(b). **Choice of Law.** This Agreement and any action related thereto shall be governed by and construed in accordance with the laws of the State of California, without regard to conflicts of law principles. Each of the Parties hereto agrees to be subject to the exclusive jurisdiction, and venue shall reside, in the state and federal courts located in Orange County, California for the purpose of adjudicating any dispute relating to or arising out of this Agreement and irrevocably consent to exclusive personal jurisdiction and venue of state and federal courts located therein. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Any claim against Illuminate must be brought within one (1) year after it arose, or be barred.

(c). **Compliance with Export Regulations.** Client has or shall obtain in a timely manner all necessary or appropriate licenses, permits or other governmental authorizations or approvals; to the extent permitted under the law, shall indemnify and hold Illuminate harmless from, and bear all expense of, complying with all foreign or domestic laws, regulations or requirements pertaining to the importation, exportation, or use of the technology to be developed or provided herein. Client shall not directly or indirectly export or re-export (including by transmission) any regulated technology to any country to which such activity is restricted by regulation or statute, without the prior written consent, if required, of the administrator of export laws (e.g., in the U.S., the Bureau of Export Administration of the U.S. Department of Commerce).

(d). **Construction.** Except as otherwise provided herein, the Parties rights and remedies under this Agreement are cumulative. The term "including" means "including without limitation."

(e). **Force Majeure**. Neither Party shall be liable for delays caused by events beyond its reasonable control, except non-payment of amounts due hereunder shall not be excused by this provision.

(f). **Severable.** Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Without limiting the generality of the foregoing, Client agrees that the section titled Limitation of Liabilities will remain in effect notwithstanding the enforceability of any other provision herein.

(g). **Waiver**. Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions.

(h). **Counterparts; Facsimile Signature**. Illuminate requires Client's execution of select Client Orders and/or SOWs, all of which are incorporated into this Agreement, and may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If any Client Order and/or SOW is executed in counterparts, no signatory hereto shall be bound until both the Parties named below have duly executed or caused to be duly executed a counterpart of said Client Order and/or SOW. A signature received by either Party by facsimile is binding upon (the other Party) as an original.

(i). **Client Authorization; Enforceability.** Client represents and warrants that (i) it has obtained all necessary authorizations to enter into this Agreement and all related SOWs, (ii) the person signing and/or consenting on behalf of Client is a duly authorized representative of the Client, and (iii) this Agreement is a duly authorized binding and enforceable obligation of Client.

(j). **Independent Contractors.** Client's relationship to Illuminate is that of an independent contractor, and neither Party is an agent or partner of the other. Client will not have and shall not represent to any third party that it has any authority to act on behalf of Illuminate.

(k). **Entire Agreement.** This Agreement, Illuminate's Privacy Policy, the attached Client Order, Illuminate's SOWs (if applicable), and Client's purchase order incorporated by reference constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. This Agreement may be amended only by a written document signed by both Parties. The headings of sections of this Agreement are for reference purposes only and have no substantive effect.

I hereby affirm that I am authorized to execute this Agreement and commit to the obligations set forth herein, including but not limited to, remit payment for all Licensed Products and/or Services procured.

ILLUMINATE EDUCATION, INC.

By: _____
Authorized Signature

Name: Dick Davidson

Title: Chief Financial Officer

Date: _____

CLIENT: _____

By: _____
Authorized Signature

Name: _____

Title: _____

Date: _____

**Washington Colony ESD**
REGULAR BOARD MEETING May 14, 2019
Tuesday, May 14, 2019
Open Session: 6:30 PM | Closed Session:
Washington Colony Elementary School District
**VII Closed Session**

**Type:**
Action

**Quick Summary/Abstract:**
The Board will meet in closed session pursuant to:

*Government Code* section 54957
**PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
**Title: Superintendent**

**Washington Colony ESD**
REGULAR BOARD MEETING May 14, 2019
Tuesday,  May 14, 2019
Open Session: 6:30 PM | Closed Session:
Washington Colony Elementary School District
**VIII Reconvene**

**Type:**
Action

**Washington Colony ESD**
REGULAR BOARD MEETING May 14, 2019
Tuesday, May 14, 2019
Open Session: 6:30 PM | Closed Session:
Washington Colony Elementary School District
**IX Adjournment**

**Type:**
Action