

WOODVILLE UNION SCHOOL DISTRICT

16541 ROAD 168 | PORTERVILLE, CALIFORNIA

REGULAR BOARD MEETING AGENDA

July 13, 2015-5:00 P.M. - Cafeteria

1. **CALL TO ORDER** Time: _____ by Board President Miguel Guillen

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

- Fabiola Guerrero.....Present Absent Late
- Miguel Guillen.....Present Absent Late
- Amanda Medina.....Present Absent Late
- Lorena Espinoza..... Present Absent Late
- Rick Luna..... Present Absent Late

4. **CONSENT AGENDA**

4.1 Approval of Regular Board Meeting Agenda dated July 13, 2015

4.2 Approval of Regular Board Meeting Minutes dated June 8, 2015 **(Enclosure Item 4.2)**

4.3 Approval of Special Board Meeting Minutes dated June 15, 2015 **(Enclosure Item 4.3)**

4.4 Approval of Special Board Meeting Additional Agenda Items Minutes dated June 15, 2015 **(Enclosure Item 4.4)**

4.5 Approval of vendor payments; warrant numbers **(Enclosure Item 4.5)**

June 4, 2015	ck#'s 61514651-61514672	\$94,549.70
June 12, 2015	ck#'s 61516651-61516664	\$37,052.81
June 26, 2015	ck#'s 6151986-61519887	\$90,313.08
GRAND TOTAL		\$221,915.59

Motion to approve Consent Agenda by: _____ Seconded by: _____

__ Guerrero __ Guillen __ Medina __ Espinoza __ Luna
 Motion: Passed _____ Failed _____

5. **PUBLIC COMMENTS**

Time Allocation: An individual speaker will be permitted up to three minutes for a comment. This will be strictly adhered to with assistance of the Board President.

6. **CORRESPONDENCE/INFORMATION ITEMS**

6.1 Grand Jury Investigation Report of Absences **(Enclosure 6.1)**

- 7. PUBLIC HEARING ITEMS
- 8. REPORTS/PRESENTATIONS
- 9. BOARD'S REPORT
- 10. SUPERINTENDENT'S REPORT

11. ACTION ITEMS

Approval of Tentative Agreement between Woodville Union Elementary School District and the California School Employees Association, No. 576. (Enclosure Item 11)

Motion to approve Item #11 by: _____ Seconded by: _____

__ Guerrero __ Guillen __ Medina __ Espinoza __ Luna
 Motion: Passed _____ Failed _____

12. Approval of Classified Salary Schedule for 2015-2016 School Year. (Enclosure 12)

Motion to approve Item #12 by: _____ Seconded by: _____

__ Guerrero __ Guillen __ Medina __ Espinoza __ Luna
 Motion: Passed _____ Failed _____

13. Approve Resolution No. 2015-2016 #1 In the matter of approving the Legal Services Agreement for the Tulare County Office of Education Legal Services Consortium. (Enclosure 13).

Motion to approve Item #13 by: _____ Seconded by: _____

__ Guerrero __ Guillen __ Medina __ Espinoza __ Luna
 Motion: Passed _____ Failed _____

14. Approval of Proposition 39 Proposal/Agreement to provide District Energy Manager and Training Services. (Enclosure 14)

Motion to approve Item #14 by: _____ Seconded by: _____

__ Guerrero __ Guillen __ Medina __ Espinoza __ Luna
 Motion: Passed _____ Failed _____

15. Approval of Payment to Rodger Patterson for the leveling and dirt filling of the track and football fields for \$7000.00. (Enclosure 15)

Motion to approve Item #15 by: _____ Seconded by: _____

__ Guerrero __ Guillen __ Medina __ Espinoza __ Luna
 Motion: Passed _____ Failed _____

16. Approval of sale to the Public surplus items listed on inventory list. (Enclosure 16)

Motion to approve Item #16 by: _____ Seconded by: _____

__ Guerrero __ Guillen __ Medina __ Espinoza __ Luna
Motion: Passed _____ **Failed** _____

17. Approval to hire Bernie Gutierrez as a part time Information Services Technician.

Motion to approve Item #17 by: _____ Seconded by: _____

__ Guerrero __ Guillen __ Medina __ Espinoza __ Luna
Motion: Passed _____ **Failed** _____

18. ORGANIZATIONAL BUSINESS

Consideration of any item that the Governing Board wishes to have on the agenda for the next Board meeting.

19. ADJOURN MEETING

Motion to Adjourn by: _____ Seconded by: _____

__ Guerrero __ Guillen __ Medina __ Espinoza __ Luna
Motion: Passed _____ **Failed** _____

Members of the public may address the Board during the public comments period, or at the time an item on the agenda is being discussed. A maximum of three (3) minutes will be allotted to each individual wishing to speak with a maximum of fifteen (15) minutes allotted for each agenda item. Board action cannot be taken on any item not appearing on the agenda.

If needed, a written notice should be submitted to the Superintendent requesting disability-related accommodations or modifications, including auxiliary aides and services.

Notice: If documents are distributed to the board members concerning an agenda item within 72 hours of a regular board meeting, at the same time the documents will be made available for public inspection at the District Office located at 16541 Road 168, Porterville, CA.

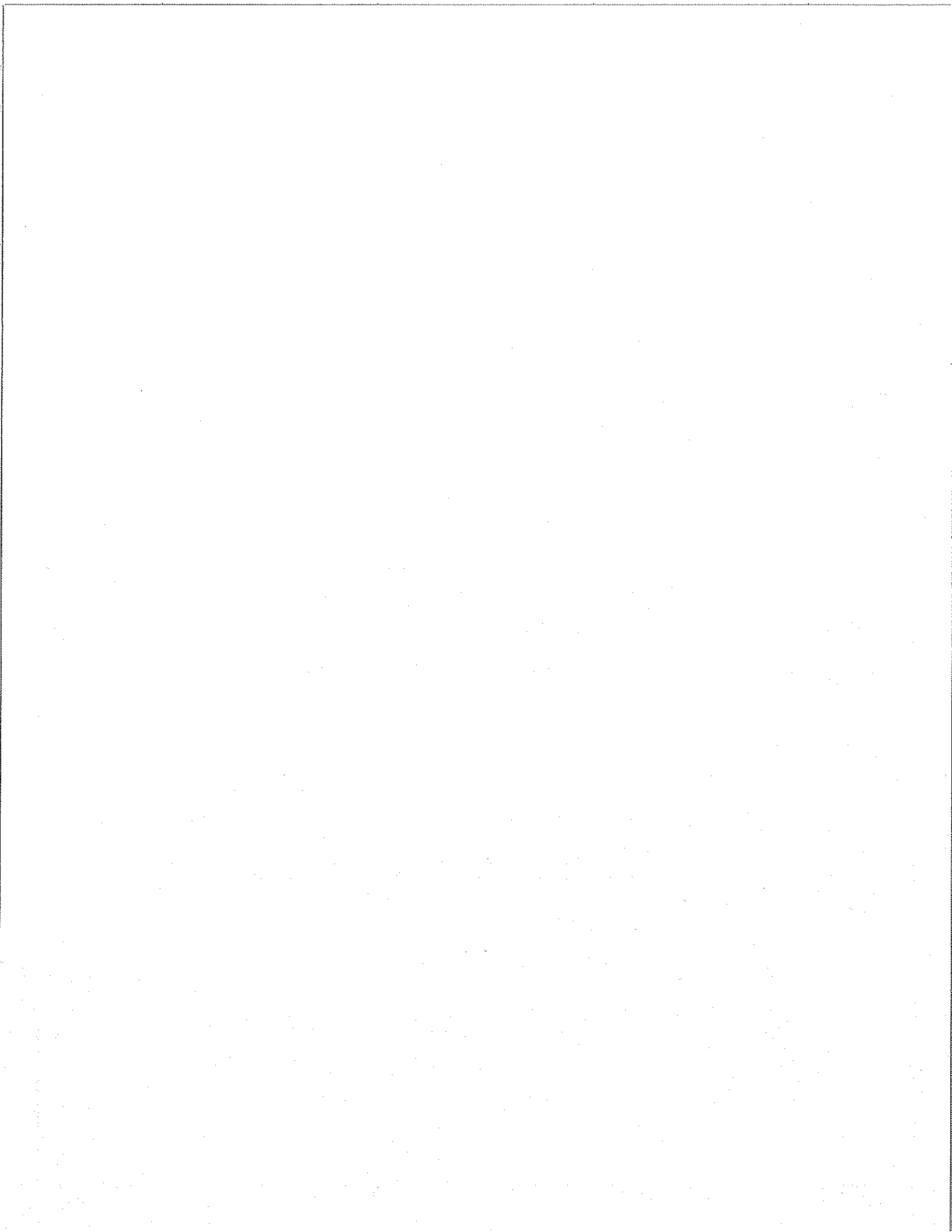
Los miembros del público pueden dirigirse a la Mesa durante el período de comentarios públicos, o en el momento un punto en el orden del día se está discutiendo. Un máximo de tres (3) minutos será asignado a cada persona que desee hablar con un máximo de quince (15) minutos asignados para cada tema del programa. Medidas de la Junta no se puede tomar en cualquier artículo que no figure en el orden del día.

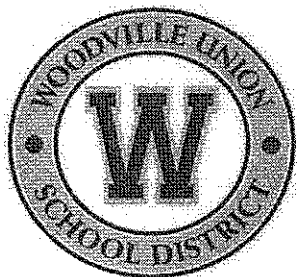
Si es necesario, un aviso por escrito debe ser presentado al Superintendente solicitando relacionados con la discapacidad adaptaciones o modificaciones, incluyendo asistentes y servicios auxiliares.

Aviso: Si los documentos se distribuyen a los miembros de la junta sobre un tema del programa dentro de las 72 horas de una reunión de la junta regular, al mismo tiempo, los documentos estarán disponibles para inspección pública en la Oficina del Distrito ubicada en 16541 Road 168, Porterville, CA.

Agenda submitted and posted by:

Jessica Fung
 Fiscal Services Technician





WOODVILLE UNION SCHOOL DISTRICT

16541 ROAD 168 | PORTERVILLE, CALIFORNIA

REGULAR BOARD MEETING MINUTES

June 8, 2015-5:00 P.M. - Cafeteria

1. **CALL TO ORDER** Time:5:00pm by Board President Miguel Guillen

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

Fabiola Guerrero.....Present Absent Late
 Miguel Guillen.....Present Absent Late
 Amanda Medina.....Present Absent Late
 Lorena Espinoza..... Present Absent Late
 Rick Luna..... Present Absent Late

4. **CONSENT AGENDA**

- 4.1 Approval of Regular Board Meeting Agenda dated June 8, 2015
- 4.2 Approval of Regular Board Meeting Minutes dated May 11, 2015 (**Enclosure Item 4.2**)
- 4.3 Approval of vendor payments; warrant numbers (**Enclosure Item 4.3**)
- 4.4 Approval of Personnel Report. (**Enclosure Item 4.4**)

May 8, 2015	ck#'s 61507488-61507506	\$78,507.68
May 21, 2015	ck#'s 61509980-61510005	\$160,803.82
May 29, 2015	ck#'s 61512325-61512339	\$34,806.11
GRAND TOTAL		\$274,117.61

Motion to approve Consent Agenda by: Guerrero Seconded by: Luna

Guerrero Guillen Medina Espinoza Luna
 Motion: Passed Failed

5. **PUBLIC COMMENTS**

Time Allocation: An individual speaker will be permitted up to three minutes for a comment. This will be strictly adhered to with assistance of the Board President.

6. **CORRESPONDENCE/INFORMATION ITEMS**

- 6.1 2015-2016 School Year Calendar (**Enclosure 6.1**)
- 6.2 Letter from Tulare County Office of Education regarding 30- Day Substitute and Designated Subject Career Technical Education 30-Day Substitute Teaching Permits (**Enclosure 6.2**)
- 6.3 Letter from Tulare County Office of Education regarding Declaration of Needs Form for the 2015-2016 school year (**Enclosure 6.3**)

7. PUBLIC HEARING ITEMS

- 7.1 In the matter of disclosing the Local Control and Accountability Plan (LCAP) for 2015-2016
(**Enclosure 7.1**)
- 7.2 In the matter of disclosing the District's proposed budget for 2015-2016 school year
(**Enclosure 7.2**)

8. REPORTS/PRESENTATIONS

- 8.1 Upper grades Academic Intervention Presentation by Irene Guillen.
- 8.2 WUSD Board Self- Evaluation
- 8.3 CSEA Negotiations Report

9. BOARD'S REPORT**10. SUPERINTENDENT'S REPORT**

- 10.1 Migrant Summer School
- 10.2 Summer Projects
- 10.3 Field trip Report
- 10.4 CSEA Negotiations update
- 10.5 HEART Program Summer Camp July 13-24, 2015
- 10.6 Kiwanis Swim Day June 20, 2015

11. ACTION ITEMS

Approval of Annual Statement of Need: 30- Day Substitute and Designated Subjects Career Technical Education 30-Day Substitute Teaching Permits. (Enclosure Item 11)

Motion to approve Item #11 by: Luna Seconded by: Guillen

Guerrero Guillen Medina Espinoza Luna

Motion: Passed Failed

12. Approval of Need for Fully Qualified Educators. (Enclosure 12)

Motion to approve Item #12 by: Luna Seconded by: Guerrero

Guerrero Guillen Medina Espinoza Luna

Motion: Passed Failed

13. Approve Resolution No. 2014-2015/ 5 rescinding the non re-election of three (3) certificated employees on temporary credentials. (Enclosure 13).

Motion to table Item #13 by: Medina- table until June 15th Seconded by: Espinoza

Guerrero Guillen Medina Espinoza Luna

Motion: Passed Failed

14. Approval to contract up to four (4) college temporary summer interns for a maximum of 50 days.

Motion to approve Item #14 by: Guillen Seconded by: Medina

Guerrero Guillen Medina Espinoza Luna

Motion: Passed Failed _____

15. CLOSED SESSION:

Adjourned to closed session at: 6:04 pm

15.1 Public employee performance evaluation (Gov. code 54957) to be led by Tim Smith.

Employee: Dr. Dagoberto Garcia, Superintendent

15.2 Consideration of retention or promotion of Student A.

Returned to open session at: 7:18 pm

16. Action taken on closed session items

16.1 Consideration of retention or promotion of Student A.

Motion to approve promotion Item #19 by: Luna Seconded by: Medina

Guerrero Guillen Medina Espinoza Luna

Motion: Passed Failed _____

17. ORGANIZATIONAL BUSINESS

Consideration of any item that the Governing Board wishes to have on the agenda for the next Board meeting.

CSBA conference- Guillen, Medina, Espinoza, Guerrero to attend

Consider 3 Teachers as separate items in closed session

Continue evaluation of Dr. Garcia in closed session to be led by Tim Smith.

21. ADJOURN MEETING

Motion to Adjourn at 7:27 pm by: Medina Seconded by: Espinoza

Guerrero Guillen Medina Espinoza Luna

Motion: Passed Failed _____

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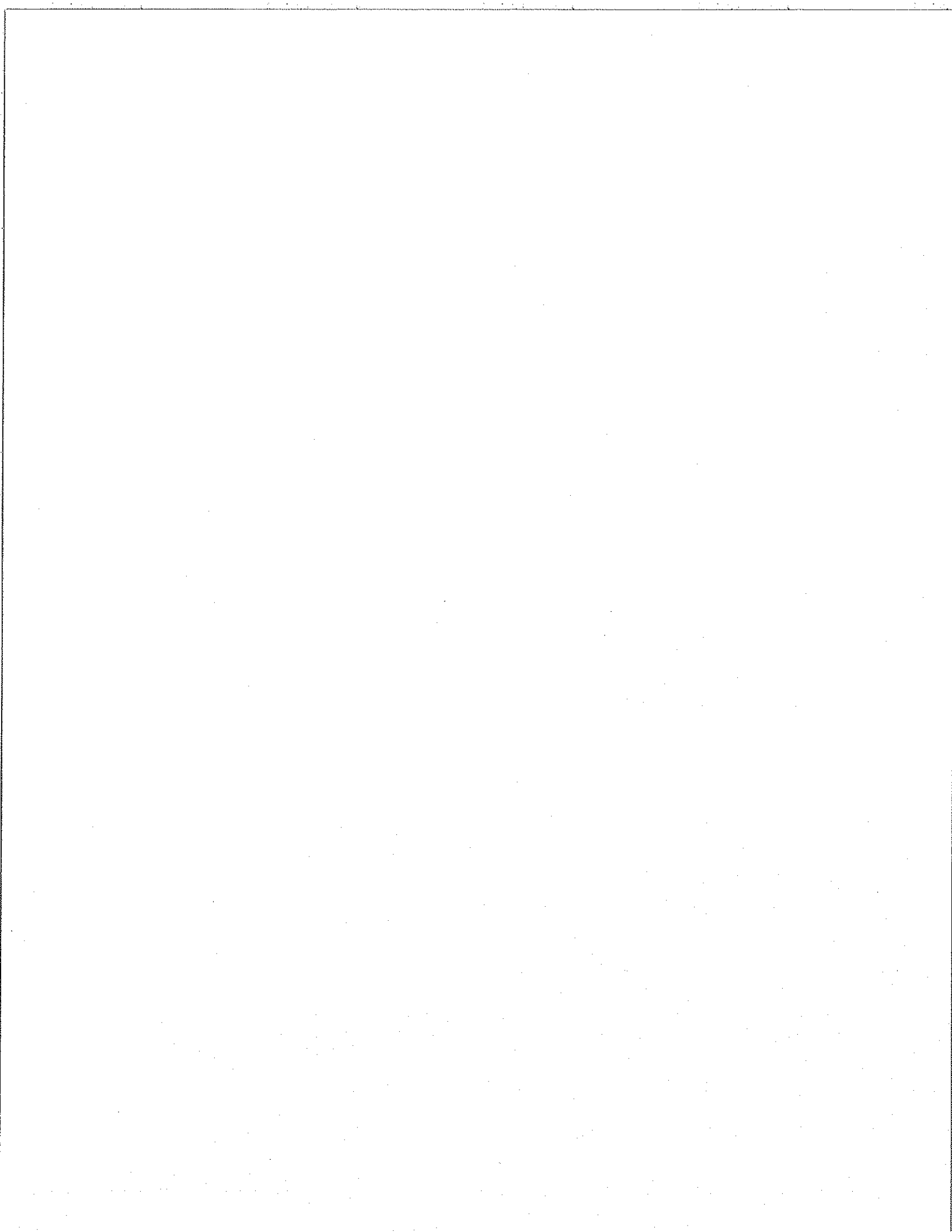
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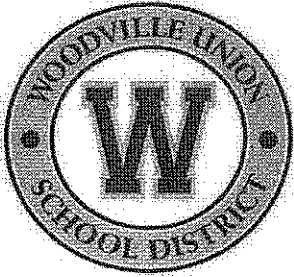
Si es necesario, un aviso por escrito debe ser presentado al Superintendente solicitando relacionados con la discapacidad adaptaciones o modificaciones, incluyendo asistentes y servicios auxiliares.

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Minutes submitted by:

Jessica Fung
Fiscal Services Technician





Item 4.3

WOODVILLE UNION SCHOOL DISTRICT
16541 ROAD 168 | PORTERVILLE, CALIFORNIA

SPECIAL BOARD MEETING MINUTES
June 15, 2015-3:30 P.M. - ROOM #26

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

- Fabiola Guerrero.....Present Absent Late
- Miguel Guillen.....Present Absent Late
- Amanda Medina.....Present Absent Late
- Lorena Espinoza..... Present Absent Late
- Enrique Luna. Present Absent Late

4. CONSENT AGENDA

4.1 Approval of Special Board Meeting Agenda dated June 15, 2015

4.2 Approval of Regular Board Meeting Minutes NONE

4.3 Approval of vendor payments; warrant numbers NONE

Motion to approve Consent Agenda by:Luna_____ Seconded by: Espinoza_____

Guerrero Guillen Medina Espinoza Luna

Motion: Passed Failed_____

5. PUBLIC COMMENTS

Time Allocation: An individual speaker will be permitted up to three minutes for a comment. This will be strictly adhered to with assistance of the Board President.

6. ACTION ITEMS

6.1 Approval of Local Control Accountability Plan (LCAP) for 2015-2016 (Enclosure Item 6.1)

Motion to approve Item 6.1 by: Espinoza__ Seconded by: Guerrero_____

Mr, Luna asked what is on LCAP. Dr. Garcia spoke of the 7 goals. Luna asked about staffing. Garcia said LCAP goal is to have new positions such as a part time English Language Learner position, part time technology technician, part time nurse, and academic recovery. The p.e. position will go from part time to full time. Dr. Garcia is in talks to get a contracting nurse from the clinic that will be on site. The School will try to maximize the funding to use a LVN or Medical Assistant.

Guerrero Guillen Medina Espinoza Luna

Motion: Passed Failed_____

6.2 Approval of the District's Budget for 2015-2016 school year. (Enclosure Item 6.2)

Motion to approve Item 6.2 by: Guillen__ Seconded by: Luna_____

Woodville is solvent for the next 3 years. May lose funding from tax cuts and reserves are down. Under Candy Alari's, Business Manager, suggestion is to be cautious and not to overspend. Need to take in to consideration declining enrollment. Per Business Consultant Joanna Fung the Governor's January budget may not be revised so should be conservative and act using past information instead of future speculation. Alari will revise budget when State adopts new budget,

Guerrero Guillen Medina Espinoza Luna

Motion: Passed Failed _____

6.3 Approval to hire Rosalinda Campos as Physical Education Teacher/ Athletic Director for the 2015-2016 Academic School Year. Rosalinda will be hired under a PIP or SIP for one year.

Motion to approve Item 6.3 by: _Espinoza__ Seconded by:Guerrero _____

Guerrero Guillen Medina Espinoza Luna

Motion: Passed Failed _____

7. ADJOURN TO CLOSED SESSION AT 4:10pm_

It is the intention of this Governing Board to meet in Closed Session concerning:

7.1 Continuation of Public employee performance evaluation (Gov. code 54957) to be led by Tim Smith.

Employee: Dr. Dagoberto Garcia, Superintendent

8. RECONVENE TO OPEN SESSION AT 5:43pm_____

9. ORGANIZATIONAL BUSINESS

9.1 Consideration of any item that the Governing Board wishes to have on the agenda for the next Board meeting.

10. ADJOURN MEETING 5:44pm

Motion to adjourn meeting by: _Medina__ Seconded by:Guerrero _____

Guerrero Guillen Medina Espinoza Luna

Motion: Passed Failed _____

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Meeting submitted by:

Jessica Fung
Fiscal Services Technician

Item 4.4



WOODVILLE UNION SCHOOL DISTRICT
16541 ROAD 168 | PORTERVILLE, CALIFORNIA

SPECIAL BOARD MEETING MINUTES
June 15, 2015-3:30 P.M. - ROOM #26

6. ACTION ITEMS (to be added to Special Board Agenda on June 15, 2015.)

6.4 Approval of Budget Attachment A in regard to SB 858 Excess Reserves of the District's Budget for 2015-2016 school year. (Enclosure Item 6.4)

Motion to approve Item 6.4 by: Espinoza_ Seconded by: Luna__

Guerrero Guillen Medina Espinoza Luna

Motion: Passed _ Failed ___

6.5 Approval of Budget revisions for 2014-2015 (Enclosure Item 6.5)

Motion to approve Item 6.5 by: Luna__ Seconded by: Medina_____

Guerrero Guillen Medina Espinoza Luna

Motion: Passed _ Failed ___

6.6 Approval to hire Melisa Duarte as 2nd grade Teacher for the 2015-2016 Academic School Year. Melisa is a Fully Credentialed Teacher.

Motion to approve Item 6.6 by: Luna_____ Seconded by: Guillen_____

Guerrero Guillen Medina Espinoza Luna

Motion: Passed _ Failed ___

6.7 Approval to hire Josue Duarte as 3rd grade Teacher for the 2015-2016 Academic School Year. Josue is a Fully Credentialed Teacher.

Motion to approve Item 6.7 by: Guerrero_____ Seconded by: Luna_____

Guerrero Guillen Medina Espinoza Luna

Motion: Passed _ Failed ___

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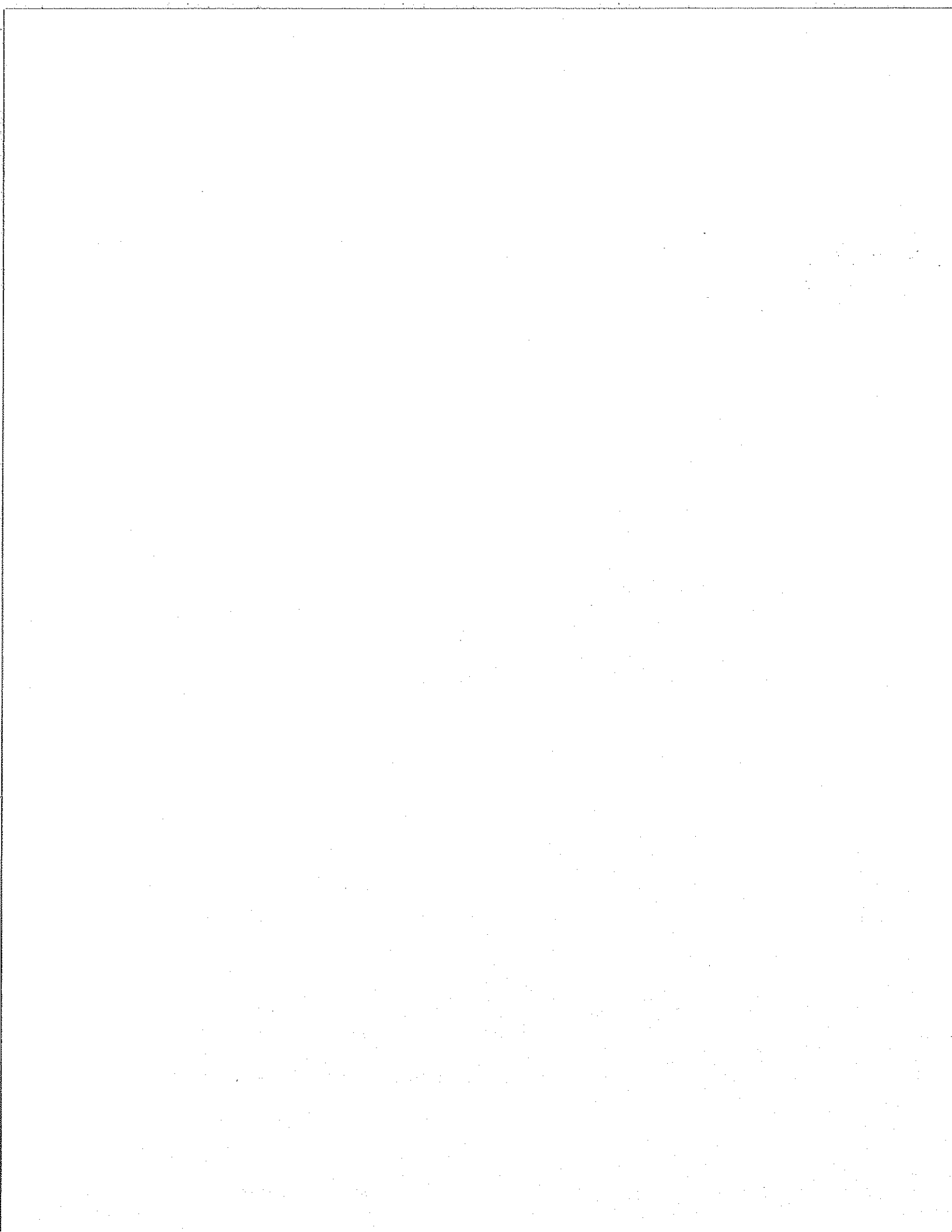
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Minutes submitted by:

Jessica Fung

Fiscal Services Technician



64 Woodville Union Elementary School D
Tulare County Office of Education
Accounts Payable Final - 6/4/2015 4:40:44 PM

6/4/2015
 4:41:25PM

Item 4.5
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 APY500

** FINAL **
 Batch No 117

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT
000178	AMERIPRIDE UNIFORM SERVICES	PV-150918	4/30/2015	150024	1501360681-150137017		010-00000-0-00000-82000-55000-0-0000	\$163.29		
								Total Check Amount:		
								\$163.29		
001348	ANDERSON FENCE CO.	PV-150919	5/29/2015		286179		010-81500-0-00000-81100-56000-0-0000	\$95.00		
								Total Check Amount:		
								\$95.00		
000150	AT&T	PV-150920	5/28/2015		May 2015		010-00000-0-00000-82000-59000-0-0000	\$65.41		
								Total Check Amount:		
								\$65.41		
001397	CASBO	PV-150921	4/21/2015		150112 200010798-99		010-00000-0-00000-73000-52000-0-0000	\$410.00		
								Total Check Amount:		
								\$410.00		
001308	DON ROSE OIL CO., INC.	PV-150922	5/11/2015		150054 186263-178738		010-00000-0-00000-36000-43000-0-4310	\$1,538.57		
								Total Check Amount:		
								\$1,538.57		
001171	ECONOMICS RECOVERY SERVICES	PV-150923	6/15/2015		FY1415-0004		010-00000-0-00000-72000-58000-0-0000	\$625.00		
								Total Check Amount:		
								\$625.00		
001154	GARCIA, DAGO	PV-150925	5/27/2015		May 2015		010-07200-0-00000-24950-43000-0-0000	\$189.81		
								Total Check Amount:		
								\$189.81		
001130	GUERRERO, FABIOLA GUERRERO, FABIOLA	PV-150924	5/29/2015		May 2015 May 2015		010-00000-0-00000-71100-52000-0-0000 010-07200-0-00000-24950-43000-0-0000	\$101.32 \$44.36		
								Total Check Amount:		
								\$145.68		
000720	HOME DEPOT CREDIT SERVICES	PV-150926	5/21/2015		4/23-5/1-5/12-6/1-5/		010-81500-0-00000-81100-43000-0-0000	\$478.53		
								Total Check Amount:		
								\$478.53		
001022	OFFICE DEPOT OFFICE DEPOT OFFICE DEPOT	PV-150927 PV-150928 PV-150929	5/19/2015 5/19/2015 5/19/2015		150048 771517389001-773001- 771539700001-7715397 150090 771532412001-486001		010-30100-0-11100-10000-43000-0-9168 010-63000-0-11100-10000-43000-0-0000 010-00000-0-00000-27000-43000-0-0000	\$60.57 \$212.88 \$224.25		
								Total Check Amount:		
								\$497.70		

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT
000328	PORTERVILLE RECORDER	PV-150930	5/26/2015		498827		010-00000-0-00000-71100-58000-0-0000	\$98.96		
								Total Check Amount:		
								\$98.96		
001152	PRO YOUTH/HEART	PV-150931	5/31/2015		22225		010-70900-0-11100-10000-58000-0-0000	\$7,840.80		
								Total Check Amount:		
								\$7,840.80		
000436	SCOTT, JASON	PV-150932	6/1/2015		6/2/15		010-63000-0-11100-10000-43000-0-5605	\$31.11		
								Total Check Amount:		
								\$31.11		
000467	SISC	PV-150933	6/1/2015		June 2015		010-00000-0-00000-71100-34020-0-0000	\$1,139.50		
	SISC		6/1/2015		June 2015		010-00000-0-00000-00000-95028-0-0000	\$13,836.70		G
	SISC		6/1/2015		June 2015		010-00000-0-00000-00000-95024-0-0000	\$49,194.60		G
								Total Check Amount:		
								\$64,170.80		
000478	SOUTHERN CALIFORNIA EDISON	PV-150934	5/28/2015		150030 may 2015		010-00000-0-00000-82000-55002-0-0000	\$5,240.40		
								Total Check Amount:		
								\$5,240.40		
001387	STUDENT TRANSPORTATION	PV-150935	6/1/2015		5481477		010-41243-0-11100-10000-58000-0-0000	\$2,143.75		
	STUDENT TRANSPORTATION		6/1/2015		5481477		010-00000-0-00000-36000-58000-0-0000	\$7,936.25		
								Total Check Amount:		
								\$10,080.00		
000836	SupplyWorks	PV-150936	5/31/2015		150026 5137245-5138955		010-00000-0-00000-82000-43000-0-0000	\$145.08		
								Total Check Amount:		
								\$145.08		
001296	VALADEZ, DENISE	PV-150937	6/4/2015		April-June 2015		010-07200-0-11100-41000-43000-0-0000	\$290.50		
								Total Check Amount:		
								\$290.50		
001082	VERIZON WIRELESS	PV-150938	5/23/2015		9746245084		010-00000-0-00000-82000-59000-0-0000	\$632.93		
								Total Check Amount:		
								\$632.93		
000743	WASTE MANAGEMENT/USA WASTE	PV-150939	6/1/2015		150039 3875440-165-5		010-00000-0-00000-82000-55006-0-0000	\$1,700.60		
								Total Check Amount:		
								\$1,700.60		

** FINAL **
Batch No 117

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Audit Flag	EFT
000521	WEISENBERGERS ACE HARDWARE	PV-150940	5/12/2015	150040	B639875		010-81500-0-00000-81100-43000-0-0000	\$32.51		
								Total Check Amount:		
								\$32.51		
000517	WOODVILLE PUBLIC UTILITY DISTR	PV-150941	5/22/2015	150031	5/22/15		010-00000-0-00000-82000-55003-0-0000	\$77.02		
								Total Check Amount:		
								\$77.02		
								Total Check Amount:		
								\$77.02		

64 Woodville Union Elementary School D **Tulare County Office of Education**
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APY500

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT
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Total District Payment Amount: \$94,549.70

** FINAL **
Batch No 117

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64 Woodville Union Elementary School
Tulare County Office of Education
Accounts Payable Final - 6/11/2015 4:42:04 PM

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** FINAL **
 Batch No 118

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT
001401	ALARI, CANDY	PV-150942	6/11/2015		JUNE 2015		010-00000-0-00000-73000-52000-0-0000	\$772.62	J	
Total Check Amount:								\$772.62		
000178	AMERIPRIDE UNIFORM SERVICES	PV-150943	5/14/2015		150024 1501370175/60681		010-00000-0-00000-82000-55000-0-0000	\$109.13		
Total Check Amount:								\$109.13		
001073	AT&T	PV-150944	6/1/2015		6647493-494--496		010-00000-0-00000-82000-59000-0-0000	\$152.94		
Total Check Amount:								\$152.94		
001342	CENTER ON TEACHING & LEARNING	PV-150945	6/1/2015		152-01421		010-00000-0-00000-27000-43000-0-0000	\$5.00		
Total Check Amount:								\$5.00		
000294	CULLIGAN	PV-150946	5/31/2015		150035 713431		130-53100-0-00000-82000-58000-0-0000	\$75.25		
Total Check Amount:								\$75.25		
000831	FRESNO OXYGEN	PV-150948	5/29/2015		150041 91339732		010-81500-0-00000-81100-43000-0-0000	\$21.46		
Total Check Amount:								\$21.46		
001175	HANDS ON COMMUNICATION, INC.	PV-150947	6/3/2015		18974		010-65000-0-57700-11300-58000-3-0000	\$7,475.00	L	
Total Check Amount:								\$7,475.00		
001411	ME-N-ED'S PIZZERIAS, INC	PV-150949	6/3/2015		150117 DIV 10 0515		010-07200-0-11100-41000-43000-0-0000	\$293.02		
Total Check Amount:								\$293.02		
001022	OFFICE DEPOT	PV-150950	6/4/2015		150090 774920389001		010-00000-0-00000-27000-43000-0-0000	\$82.26		
Total Check Amount:								\$82.26		
000431	SCHOOL SPECIALTY INC.	PV-150951	5/29/2015		208114354925		010-63000-0-11100-10000-43000-0-6929	\$57.08		
Total Check Amount:								\$57.08		
000478	SOUTHERN CALIFORNIA EDISON	PV-150952	6/11/2015		150030 APRIL 27-JUN 1 2015		010-00000-0-00000-82000-55002-0-0000	\$99.19		
Total Check Amount:								\$99.19		

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	Audit	EFT
001387	STUDENT TRANSPORTATION	PV-150953	4/1/2015		5481456-1465		010-41243-0-11100-10000-58000-0-0000	\$1,041.25			
	STUDENT TRANSPORTATION		4/1/2015		5481456-1465		010-00000-0-00000-36000-58000-0-0000	\$7,824.25			L
	STUDENT TRANSPORTATION		4/1/2015		5481456-1465		010-07200-0-11100-41000-56000-0-0000	\$175.00			L
							Total Check Amount:	\$9,040.50			
000836	SupplyWorks	PV-150954	6/5/2015		150026 5140462-5138955-7497		010-00000-0-00000-82000-43000-0-0000	\$1,019.36			
							Total Check Amount:	\$1,019.36			
000778	TULARE COUNTY OFFICE OF EDUC	PV-150955	6/6/2015		152921		010-74050-0-11100-10000-52000-0-0000	\$17,850.00			A
							Total Check Amount:	\$17,850.00			

Vendor No Vendor Name Reference Number Invoice Date PO # Invoice No Separate Check Account Code Amount Flag EFT

Batch No 118 Total Accounts Payable: \$37,052.81

The School District hereby orders that payment be made to each of the above vendors in the amounts indicated on the preceding Accounts Payable Final totaling \$37,052.81 and the County Office of Education transfer the amounts from the indicated funds of the district to the Check Clearing Fund in order that checks may be drawn from a single revolving fund (Education Code 42631 & 42634).


 Authorizing Signature Date 6/12/15

Fund Summary	Total
010	\$36,977.56
130	\$75.25
Total	\$37,052.81

64 Woodville Union Elementary School
Tulare County Office of Education
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** FINAL **
 Batch No 118

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Audit Flag	EFT
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Total District Payment Amount: \$37,052.81

64 Woodville Union Elementary School
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**** FINAL ****
Batch No 119

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT
001333	AMAZON	PV-150976	4/14/2015		4/14/15 & 4/29/15		010-07200-0-00000-24200-43000-0-0000	\$531.45		
								\$531.45		
001073	AT&T	PV-150957	6/13/2015		6696789		010-00000-0-00000-82000-59000-0-0000	\$1,092.33		
								\$1,092.33		
000982	CDW GOVERNMENT, INC.	PV-150982	6/12/2015		WC09579		010-07200-0-11100-10000-44000-0-0000	\$3,361.15		
								\$3,361.15		
000629	DAVES HEATING	PV-150981	6/9/2015		38031		010-81500-0-00000-81100-56000-0-0000	\$323.85		
								\$323.85		
000661	FIRST BANKCARD	PV-150958	6/17/2015		MAY-JUNE 2015	*	010-07200-0-11100-41000-43000-0-0000	\$60.11		
	FIRST BANKCARD		6/17/2015		MAY-JUNE 2015	*	010-00000-0-00000-72000-43000-0-0000	\$289.43		
	FIRST BANKCARD		6/17/2015		MAY-JUNE 2015	*	010-00000-0-00000-27000-43000-0-0000	\$19.98		
								\$369.52		
001406	FUNG, JESSICA	PV-150980	6/10/2015		6/10/15		010-00000-0-00000-72000-43000-0-0000	\$98.19		
								\$98.19		
001185	INGRAM BAND SUPPLY LLC	PV-150959	6/13/2015		2832		010-00000-0-11331-10000-56000-0-0000	\$1,420.07		D
								\$1,420.07		
001022	OFFICE DEPOT	PV-150960	6/8/2015		773465058001		010-00000-0-00000-27000-43000-0-0000	\$512.04		
								\$512.04		
000323	PORTERVILLE UNIFIED SCHOOL	PV-150961	6/9/2015		7024		130-53200-0-00000-37000-58000-0-0000	\$9,628.20		L
	PORTERVILLE UNIFIED SCHOOL		6/9/2015		7024		130-53100-0-00000-37000-58000-0-0000	\$29,566.50		L
								\$39,194.70		
001152	PRO YOUTH/HEART	PV-150962	5/31/2015		22235		010-60100-0-11100-10000-51000-0-0000	\$14,749.52		
	PRO YOUTH/HEART		5/31/2015		22235		010-41240-0-11100-27000-51000-0-0000	\$139.48		
	PRO YOUTH/HEART		5/31/2015		22235		010-41240-0-11100-10000-51000-0-0000	\$10,250.81		
	PRO YOUTH/HEART		5/31/2015		22235		010-41244-0-11100-27000-58000-0-0000	\$29.97		

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT
001152	PRO YOUTH/HEART PRO YOUTH/HEART	PV-150962	5/31/2015 5/31/2015		22235 22235		010-41244-0-11100-10000-58000-0-0000 010-60100-0-11100-27000-51000-0-0000	\$1,746.50 \$188.25		
								\$27,104.53		
001202	RAY MORGAN CO	PV-150963	6/17/2015		946643		010-11000-0-11100-10000-56000-0-0000	\$433.44		
								\$433.44		
001346	SARB and Associates	PV-150964	6/2/2015		1856		010-00000-0-00000-72000-58000-0-0000	\$420.00		
								\$420.00		
000429	SCHOOL SERVICES OF CALIFORNIA	PV-150966	5/29/2015		150101 W086964-IN		010-00000-0-00000-73000-52000-0-0000	\$310.00		
								\$310.00		
000431	SCHOOL SPECIALTY INC.	PV-150965	6/9/2015		150120 208114397774		010-63000-0-11100-10000-43000-0-3745	\$84.24		
								\$84.24		
000998	SHELL	PV-150967	6/5/2015		8000041759506		010-00000-0-00000-36000-43000-0-0000	\$208.23		
								\$208.23		
001143	SOUTH COUNTY INDUSTRIAL CART	PV-150968	4/24/2015		3872		010-81500-0-00000-81100-56000-0-0000	\$262.21		
								\$262.21		
000930	SOUTHWEST SCHOOL SUPPLIES	PV-150970	6/15/2015		150119 PINV0021472		010-63000-0-11100-10000-43000-0-3745	\$122.69		
								\$122.69		
000773	SPARKLETT'S	PV-150971	6/11/2015		150034 13147639061115		010-00000-0-00000-82000-58000-0-0000	\$61.65		
								\$61.65		
000836	SupplyWorks	PV-150972	6/12/2015		150026 5140462-01		010-00000-0-00000-82000-43000-0-0000	\$76.67		
								\$76.67		
000480	THE GAS COMPANY	PV-150969	6/23/2015		150036 5/20/15-6/19/15		010-00000-0-00000-82000-55001-0-0000	\$4.54		
								\$4.54		

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001427 THE HORN SHOP PV-150956 6/12/2015 18737 010-00000-0-11331-10000-56000-0-0000
 Total Check Amount: \$4.54
 \$1,272.70

000778 TULARE COUNTY OFFICE OF EDUC TULARE COUNTY OFFICE OF EDUC PV-150973 6/8/2015 152943 010-30100-0-11100-10000-52000-0-0000
 Total Check Amount: \$1,272.70
 \$125.00

001200 US BANK EQUIPMENT PV-150974 6/15/2015 150038 280731506 010-11000-0-11100-10000-56000-0-0000
 Total Check Amount: \$375.00
 \$1,009.05

000750 VAVRINEK, TRINE, DAY & CO LP PV-150975 5/31/2015 0115654-IN 010-00000-0-00000-71900-58000-0-0000
 Total Check Amount: \$8,000.00
 \$1,009.05

001418 WHITE'S MUSIC CENTER PV-150977 4/29/2015 150116 484004 010-30100-0-11334-41000-43000-0-0000
 Total Check Amount: \$3,474.83
 \$3,474.83

000499 WOODVILLE REVOLVING CASH FUND PV-150978 6/17/2015 2228 010-00000-0-11331-10000-58000-0-0000
 Total Check Amount: \$190.00
 \$190.00

Total Check Amount: \$190.00

** FINAL **
 Batch No 119
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Tulare County Office of Education
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Batch No 119

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT
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Total District Payment Amount: \$90,313.08

Vendor No Vendor Name Reference Invoice Number Date PO # Invoice No Separate Check Account Code Amount Flag EFT

Batch No 119 Total Accounts Payable: **\$90,313.08**

The School District hereby orders that payment be made to each of the above vendors in the amounts indicated on the preceding Accounts Payable Final totaling \$90,313.08 and the County Office of Education transfer the amounts from the indicated funds of the district to the Check Clearing Fund in order that checks may be drawn from a single revolving fund (Education Code 42631 & 42634).

Authorizing Signature *Candy Olson* Date 6/26/15

Fund Summary	Total
010	\$51,118.38
130	\$39,194.70
Total	\$90,313.08



\$21 MILLION LOST TO COUNTY SCHOOLS

BACKGROUND:

Student absences from school resulted in the loss of \$21 million in the form of Average Daily Attendance (ADA) payments to Tulare County Schools in the 2012-2013 school year.

In 1974, the Legislature enacted *California Education Code* (EC) §48325 to enhance the enforcement of compulsory education laws. To address attendance issues, School Attendance Review Boards (SARB) are composed of representatives from various youth-serving agencies, to help truant or non-compliant students and their parents or guardians solve school attendance and behavior problems through the use of available school and community resources. County SARB meetings are convened by the County Superintendent at the beginning of each school year as well as individual school districts. In her report titled "*In School on Track 2014*", California Attorney General Kamala D. Harris, outlines the extent to which truancy is impacting the State. The new Local Control and Accountability Plan (LCAP) mandates school districts to establish goals for improving student attendance and reducing chronic absences/truancy.

REASON FOR INVESTIGATION:

This report highlights the fact that each of the State's 58 counties are adversely affected by student absenteeism. In Tulare County alone, the loss of **\$21 million school fund ADA** is attributable to truancy.

METHOD OF INVESTIGATION:

The report began with scheduled interviews with appropriate Administrators and/or Officers at selected school districts. Each responded to the same list of questions for conformity. The Grand Jury SARB investigation also included interviewing an Office of the District Attorney staff member and a Tulare County Superior Court Judge. During the course of its investigation, the Grand Jury examined applicable laws and regulations that pertained to SARB requirements. The Tulare County Grand Jury randomly selected the following school districts: Alpaugh Unified, Liberty Elementary, Tulare Joint Union High Schools, Tulare City Schools, Porterville Unified, Woodlake Unified, and Visalia Unified.

FACTS – BASIC INFORMATION:

1. The California Legislature defines a truant as any student missing more than 30 minutes of instruction without an excuse three times during the school year. In this event, a student must be classified as a truant and reported to the proper school authority.

2. Education Code §48325 provides several organizational structures for SARB at the local and county level to create a safety net for students with persistent attendance or behavior problems.
3. California compulsory education law requires everyone between the ages of six and eighteen years of age to attend school.
4. In the Attorney General's Report, LCAP discusses new ways for parents to engage in decision making.
5. Penal Code §270.1 provides a mechanism to offer parents one final opportunity to improve their child's attendance before imposing such penalties. When a parent is found guilty of violating Penal Code §270.1, he or she is guilty of a misdemeanor offense punishable by a fine not to exceed \$2,000, or by imprisonment in a county jail not to exceed one year, or by both fine and imprisonment. Under the statute, the District Attorney and the Superior Court may decide to postpone a judgment (i.e., defer entry of judgment) and enroll the parent/guardian in a program designed to remove the barriers keeping a chronically truant child from school.
6. Penal Code §270.1 applies only to grades Kindergarten – 8th and does not apply to grades 9th – 12th.
7. Calculation of ADA includes grades Kindergarten – 12th.
8. Under Penal Code §270.1, the District Attorney may exercise his or her authority to charge the parent of a chronically truant student with a criminal misdemeanor, if the guardian has failed to reasonably supervise and encourage the child's attendance. This statute only applies to parents of children who are at least six years old and up to the 8th grade.
9. Education Code §48263.6 defines any student who is absent from school without a valid excuse for 10 percent or more of the school days in one school year (from the date of enrollment to the current date) is deemed a chronic truant.
10. Tulare County's public education system consists of 46 school districts, providing educational opportunities to 101,117 students from Kindergarten – 12th grade, in the 2012-2013 school year. Public education funding is allocated to districts according to complex formulas which are based on the ADA of each district. Maximizing attendance and/or minimizing absenteeism are important to the fiscal well-being of each district. Research indicates there is a direct correlation between chronic absenteeism and:

- a. Student failure to keep pace academically
- b. Dropping out of school

FACTS – OFFICE OF THE DISTRICT ATTORNEY:

1. Office of the District Attorney does not currently practice any outreach programs to educate students and parents on SARB laws.
2. Office of the District Attorney does not participate in SARB proceedings or mediations unless invited.
3. Office of the District Attorney does not participate in organizations' or planning of truancy prevention.
4. Office of the District Attorney files SARB cases with the Tulare County Superior Court.
5. There were 720 SARB cases filed with the Office of the District Attorney from 2012-2014 school years.
6. California law Assembly Bill 214, effective January 2015, requires the Office of the District Attorney to report to the school districts on their SARB enforcement actions and activities.
7. The Office of the District Attorney has specific attorneys who file and prosecute SARB cases in the Tulare County Superior Court.

FACTS – SUPERIOR COURT:

1. A Superior Court Judge is assigned as the Judge to preside over all SARB cases.
2. SARB is considered to be a civil infraction with the following fines within Tulare County Superior Court:
 - a. 1st fine - \$150.00
 - b. 2nd fine - \$250.00
 - c. 3rd and all successive fines - \$500.00 for each school day missed. But, there are not any successive 3rd day fines due to the SARB timeframe within a school year.

3. Judge can order a child to attend school and stipulate requirements on children and/or parent(s). If requirements are not followed, contempt of court may be filed.
4. Office of the District Attorney may file a SARB case under Penal Code §272, a misdemeanor in which the parents are held accountable for child neglect. Probationary orders may be issued requiring the child to attend school; these require court appearances, lawyers and the possibility of a trial. This is an expensive and lengthy process within the courts.

FACTS – STATISTICS:

1. Elementary School Truancy Rates & Loss of Funding by County (2012-2013)

COUNTY	2011-2012 ELEMENTARY SCHOOL TRUANCY RATE	2012-2013 ELEMENTARY SCHOOL TRUANCY RATE	CHANGE FROM 2011-2012 TO 2012- 2013	2011-2012 LOSS OF FUNDING	2012-2013 LOSS OF FUNDING	2012-2013 PER PUPIL LOSSES
Fresno	21.4%	21.78%	.38%	\$59,025,0930.00	\$62,1506,042.00	\$337.08
Kern	20.6%	25.15%	4.55%	\$55,346,113.00	\$58,252,522.00	\$345.12
Kings	21.5%	23.37%	1.87%	\$6,664,403.80	\$6,739,082.10	\$279.53
Madera	22.0%	15.5%	-6.5%	\$6,735,894.70	\$6,11,071.60	\$215.98
Tulare	16.4%	18.62%	2.22%	\$20,264,169.00	\$20,816,029.00	\$222.09

2. Truancy Report Tulare County 2012-2013*

School District	Cumulative Enrollment	Truant Students	Truancy Rate
Allensworth Elementary	99	17	17.17%
Alpaugh Unified	764	70	9.16%
Alta Vista Elementary	672	90	13.39%
Buena Vista Elementary	215	62	28.84%

Burton Elementary	4,533	512	11.29%
School District	Cumulative Enrollment	Truant Students	Truancy Rate
Citrus South Tule Elementary	67	0	0.00%
Columbine Elementary	205	81	39.51%
Cutler-Orosi Joint Unified	4,350	698	16.05%
Dinuba Unified	6,627	652	9.84%
Ducor Union Elementary	225	41	18.22%
Earlimart Elementary	2,096	50	2.39%
Exeter Unified	Inadequate Data Submitted		
Farmersville Unified	2,888	909	31.48%
Hope Elementary	233	37	15.88%
Hot Springs Elementary	15	2	13.33%
Kings River Union Elementary	488	134	27.46%
Liberty Elementary	362	40	11.05%
Lindsay Unified	4,448	767	17.24%
Monson-Sultana joint Union Elementary	483	61	12.63%
Oak Valley Union Elementary	491	90	18.33%
Outside Creek Elementary	120	8	6.67%
Palo Verde Union Elementary	592	65	10.98%
Pixley Union Elementary	1,286	457	35.54%

Pleasant View Elementary	605	14	2.31%
School District	Cumulative Enrollment	Truant Students	Truancy Rate
Porterville Unified	14,825	4,981	33.60%
Richgrove Elementary	725	127	17.52%
Rockford Elementary	440	152	34.55%
Saucelito Elementary	94	2	2.13%
Sequoia Union Elementary	351	4	1.14%
Springville Union Elementary	356	198	55.62%
Stone Corral Elementary	Inadequate Data Submitted		
Strathmore Union Elementary	911	29	3.18%
Sundale Union Elementary	820	73	8.90%
Sunnyside Union Elementary	395	26	6.58%
Terra Bella Union Elementary	987	84	8.51%
Three Rivers Union Elementary	152	11	7.24%
Tipton Elementary	668	159	23.80%
Traver Joint Elementary	240	72	30.00%
Tulare City	10,178	2,096	20.59%
Tulare County Office of Education	3,160	229	7.25%
Tulare Joint Union High	5,684	3,548	62.42%
Visalia Unified	30,073	13,865	46.10%

Waukena Joint Union Elementary	289	55	19.03%
School District	Cumulative Enrollment	Truant Students	Truancy Rate
Woodlake Unified	2,464	419	17.00%
Woodville Union Elementary	551	2	0.36%

*School districts featured in bold were randomly selected for interviews.

FINDINGS:

- F1. Some school districts do not have alternative programs in place to recover revenues for student absences.
- F2. School districts are not closely monitoring and analyzing attendance data for cause and effects.
- F3. Not all school districts provide a monthly attendance report to their Boards of Trustees.
- F4. Nearly all school districts are not including Probation and Office of the District Attorney staff in their SARB Committee meetings.
- F5. Research indicates that the negative impacts of truancy falls on disadvantaged children disproportionately. This worsens the problem to Tulare County schools in light of the socio-economic conditions existing throughout the County.
- F6. Several schools the Grand Jury visited are in the process of completing their LCAP goals and action plans.
- F7. One school district had a truant student that missed in excess of 300 days in a three year time period, grades 6 – 8.

RECOMMENDATIONS:

- R1. The Office of the District Attorney develop an action plan to educate students and inform parents of resources and the consequences parents face if they violate California Truancy Laws.
- R2. The Office of the District Attorney participate in the school district SARB and court level mediation process.
- R3. The Office of the District Attorney consistently use their authority and discretion to increase pressure on parents/guardians to fulfill their legal obligations related to school attendance.

- R4. The Office of the District Attorney implement AB 2141 to provide information to school officials of the outcomes of truancy related referrals.
- R5. School districts develop alternative programs for recovering lost student attendance revenues.
- R6. School districts monitor and analyze student attendance data on a monthly basis to determine cause and effect.
- R7. School districts provide all School Board Trustees with a Monthly Attendance Report.
- R8. School districts upgrade their SARB Committee to include Probation and Office of the District Attorney staff members.
- R9. School districts design and implement additional programs to communicate to the community that school attendance is critical to the school and students success.

REQUIRED RESPONSES:

- 1. Office of the District Attorney
- 2. Tulare County Superintendent of Schools

Disclaimer

Grand Jury reports are based on documentary evidence and the testimony of sworn or admonished witnesses, not on conjecture or opinion. However, the Grand Jury is precluded by law from disclosing such evidence except upon specific approval of the Presiding Judge of the Superior Court, or another judge appointed by the Presiding Judge (Penal Code Section 911, 924.1 (a) and 929). Similarly, the Grand Jury is precluded by law from disclosing the identity of witnesses except upon an order of the court for narrowly defined purposes (Penal Code Section 924.2 and 929).

TENTATIVE AGREEMENT
By and Between
WOODVILLE UNION ELEMENTARY SCHOOL DISTRICT
And the
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, NO. 576

The Woodville Union School District ("District") and the California School Employees Association Chapter 576 ("CSEA") hereby agree to the following Tentative Agreement and is dated April 17, 2015 for purposes of reference only.

Article VII – Fringe Benefits

- C. The District shall pay the Health Benefit Plan premiums currently provided by SISC III and administered by SETTC [80-G \$20; Rx 9-35, Delta Dental PPO 1500 and Vision Service Plan (B \$20)], with the amount not to exceed ~~\$13,455~~ **\$13,752.50** annually through the ~~2014-2015~~ **2015-2016** plan year.

Article VIII – Salaries

Increase the classified salary schedule by 8% effective July 1, 2015.

Me-Too Provision: The District agrees to adjust the salary schedule the same percentage as other District bargaining units for the term of this Agreement.

Article XXIV-Professional Growth

3. a. ~~Twenty-five dollars (\$25.00)~~ **forty dollars (\$40.00)** will be granted for each ~~pre-approved~~ semester unit earned through this program. **Each semester unit requires a pre-approval by the Superintendent or his/her designee and meets the needs of the district in order to qualify under this article.** The class/classes are to be a maximum of eight (8) units per year may be earned and applied towards professional growth credit program. Sixty (60) semester units is the maximum number of growth credits allowable under the classified professional growth program (a maximum of ~~\$1,500.00~~ **\$2000.00** lifetime).

For the District:

Dr. Dago Garcia Date
Superintendent

For the Association:

Theresa Tapia Date
Chapter President

Oscar Bacz Date
Bargaining Team Member

Karre Rising Date
Bargaining Team Member

Nancy Vogel Date
Labor Relations Representative
California School Employees Assoc.

**Classified Salary Schedule
2015-2016**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Range 1	10.80	11.34	11.91	12.50	13.13	13.78	14.47	15.20
Range 2	13.20	13.86	14.55	15.27	16.03	16.84	17.68	18.56
Range 3	13.40	14.07	14.78	15.51	16.28	17.10	17.95	18.85
Range 4	13.62	14.30	15.01	15.77	16.55	17.39	18.26	19.17
Range 5	13.90	14.59	15.32	16.09	16.90	17.75	18.63	19.57
Range 6	15.55	16.33	17.15	18.00	18.90	19.84	20.83	21.87
Range 7	17.17	18.03	18.93	19.88	20.87	21.92	23.02	24.17
Range 8	22.00	23.10	24.26	25.47	26.74	28.08	29.48	30.96

Note 1: Monthly computations are based on 8 hours a day, 12 months per year, 2080 hours per year.

Note 2: Custodians who work 50% of their shift after 5 p.m. will receive an additional \$.25 (cents) per hour

Longevity Year	Annual Amount
11	\$ 832.00
16	\$ 1,248.00
21	\$ 1,664.00
26	\$ 2,080.00
30	\$ 2,496.00

- Range 1 Yard/Cafeteria Supervisor (non-NCLB position)
- Range 2 Cafeteria/Kitchen helper; Cafeteria Cleaner/Custodian; Custodian
- Range 3 Instructional Aide; Migrant Tutor; PE Aide; Yard/Cafeteria Supervisor (if NCLB Required Position)
- Range 4 Library Aide; Resource Aide; Migrant Community Aide/Tutor; Migrant Records; Assistant Cook
- Range 5 Library Tech; Projector/Resource Secretary; Attendance/Health Clerk
- Range 6 Bus Driver; Custodian/Maintenance

Range 7 Bus Driver/Custodian/Maintenance Assistant Supervisor
Range 8 Tech Assistant

Tulare County
Office of Education

Committed to Students, Support and Service

Jim Vidak
County
Superintendent
of Schools

2637 W. Burrel Ave.
P.O. Box 5091
Visalia, California
93278-5091

(559) 733-6300
www.tcoe.org

Administration
(559) 733-6301
fax (559) 627-5219

Business Services
(559) 733-6312
fax (559) 737-4378

Human Resources
(559) 733-6306
fax (559) 627-4670

Instructional Services
(559) 733-6328
fax (559) 737-4378

Special Services
(559) 730-2910
fax (559) 730-2511

July 9, 2015

To: School District Superintendents

From: John Caudle, Deputy Superintendent

Subject: Tulare County Schools Legal Consortium Agreement 2015-16

Enclosed is your copy of the Legal Services Agreement for the Tulare County Office of Education Legal Services Consortium (the master agreement between TCOE and Lozano Smith).

The rate for 2015-16 is calculated as follows:

- \$4,000 per district base fee
- \$4.25 per unit of ADA as of the 2013-14 CALPADS Fall 1 Enrollment Count
- 5% fixed administrative fee (including all expenses incurred for travel, database access, mailing services, word processing, parking, meals, mileage, faxes, telephone and photocopies)

The amount calculated for your district is found just below the Resolution Number on the enclosed Resolution. Half of the sum will be transferred from your district's general fund after July 1, 2015 and the remaining half will be transferred after January 1, 2016.

The Agreement permits a district to terminate its participation by giving thirty days written notice to the Tulare County Superintendent of Schools and Lozano Smith, however, that district continues to be liable for its share of the cost of the legal services through the term of the Agreement. For planning purposes, if a district intends to terminate its participation in the Agreement, we request that you provide notice no later than February 1, 2016.

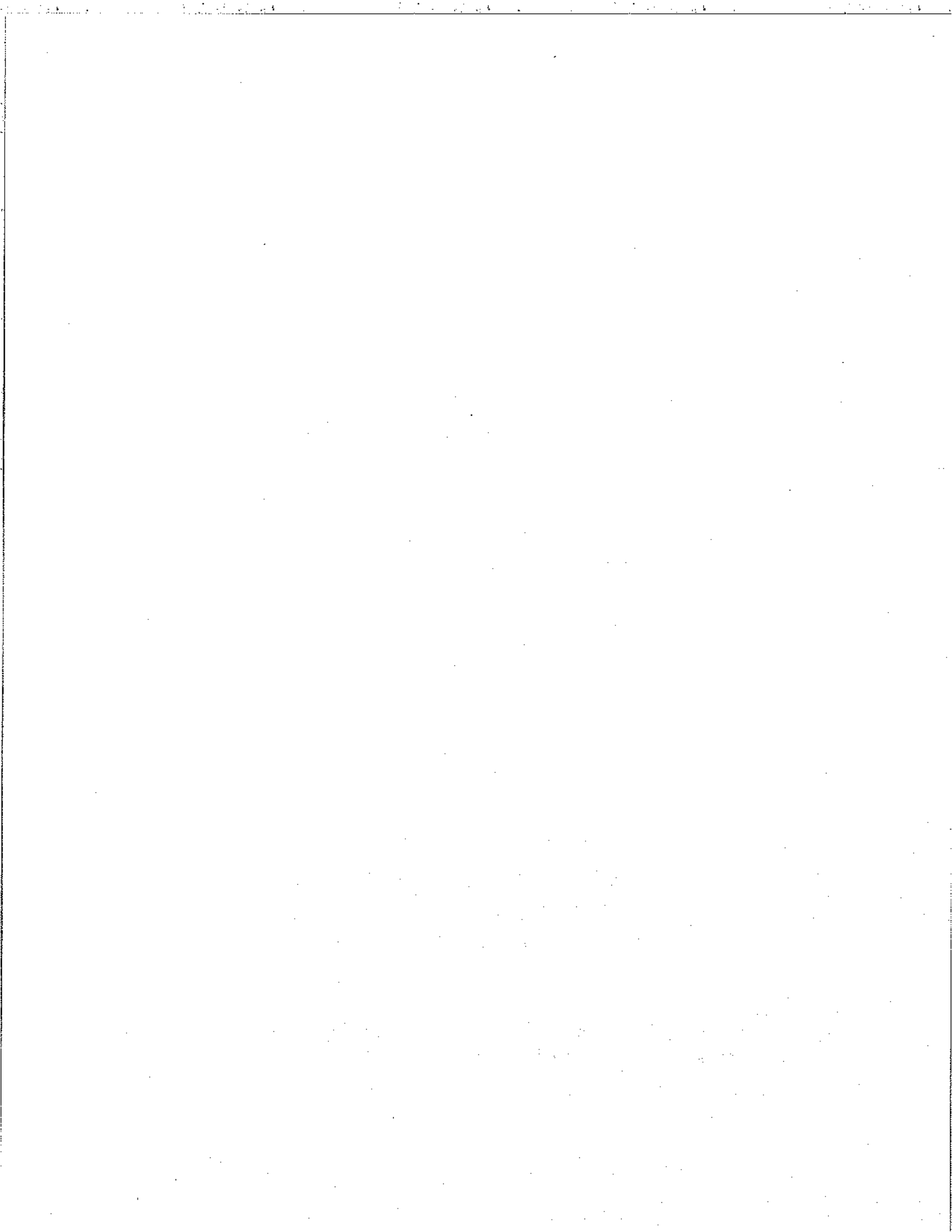
All districts will need to adopt the enclosed Resolution in order to continue to participate in the Agreement. Please return a signed copy of your completed Resolution by September 1, 2015 and mail to:

John Caudle, Deputy Superintendent
Tulare County Office of Education
PO Box 5091
Visalia CA 93278-5091

Please feel free to contact me at 559-733-6474 with any questions or concerns you may have pertaining to this matter.

JC/sd
Enclosures

cc: Patty Blaswich



**LEGAL SERVICES AGREEMENT
FOR THE
TULARE COUNTY OFFICE OF EDUCATION
LEGAL SERVICES CONSORTIUM**

This agreement ("Agreement") is effective July 1, 2015 between the Tulare County Office of Education ("TCOE") for school districts and TCOE participating in the Tulare County Office of Education Legal Services Consortium (each a "Client" and collectively the "Clients") and the law firm of Lozano Smith, LLP ("Lozano Smith" or "Attorney").

WHEREAS, the Tulare County Office of Education Legal Services Consortium ("Consortium") has selected Lozano Smith as the preferred provider of legal services for each Client electing to participate as a member of the Consortium; and

WHEREAS, this Agreement shall serve as the master agreement for participating Clients.

NOW, THEREFORE, the Client and Attorney agree as follows:

1. Fees and Payment for Legal Services. The fee for legal services for "basic legal services" and for "individualized, complex and specialized services" are set forth in Exhibit A incorporated herein by this reference. For July 1, 2015 to June 30, 2016, each Client payment for basic legal services is calculated on \$4,000 per Client plus \$4.25 per Client unit of ADA as of the 2013-14 CALPADS Fall 1 Enrollment Count plus a 5 % fixed admin fee which includes all expenses incurred for travel, database access, mailing services, word processing, parking, meals, mileage, faxes, telephone and photocopies. The Tulare County Superintendent of Schools ("County Superintendent") will coordinate and administer the Agreement for basic legal services on behalf of the Clients. For basic legal services only, the County Superintendent is authorized to bill and receive, and each Client shall pay to the County Superintendent, its pro rata share pursuant to the above fee calculation. The County Superintendent shall remit the total of the pro rata share of the Clients' payment to Attorney two times per year by August 30 and January 30 of the school year (July 1 – June 30). For individualized, complex, and specialized services only, Client shall be separately billed to Client by Lozano Smith and fees earned at a blended hourly rate of \$235 for all attorneys. Payment for individualized, complex, or specialized services shall be made within thirty (30) days of such billing or be subject to an interest charge of 1% per month not to exceed 10% per annum.

2. Workshops and Cost Preventative Measures. Lozano Smith agrees to provide, at no cost, the workshops and cost preventative measures as described in Exhibit B incorporated herein by this reference. Billing practices shall apply for all work performed for individualized, complex, or specialized services as set forth in Exhibit B.

3. Term. The initial term shall be from July 1, 2015 through June 30, 2016. Notwithstanding the foregoing, any Client member may terminate the Agreement on the giving of thirty (30) days written notice to the Attorney and County Superintendent. The County Superintendent or Attorney may also terminate the Agreement by providing at least sixty (60) days

written notice before the end of the initial term. Unless a sixty (60) day notice is given as provided herein, the Agreement shall be renewed, from year to year, for a maximum of two additional one year terms for a total of three (3) years. After the initial term, any additional one year term extension shall be calculated as set forth in section 1 above, except that the CALPADS Fall 1 Enrollment Count shall be adjusted annually for the most accurate determination of the Client unit of ADA. The blended hourly rate shall remain the same.

4. Supersession. For existing Lozano Smith clients who become members of the Consortium, the Agreement shall supersede existing legal services agreements during the time Lozano Smith clients are members of the Consortium and approve this Agreement.

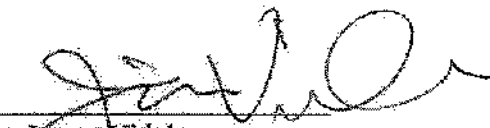
5. Joint Representation. From time to time, joint representation by Attorney may be more effective for Client representation. In order to comply with the Rules of Professional Conduct, Client may be requested, and may consent, to any such joint representation after a written disclosure of any potential conflict of interest. Nothing herein shall require a Client to provide any such consent unless joint representation is desired.

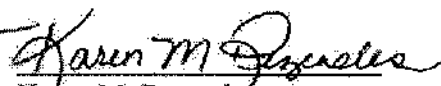
6. Execution in Counterparts; Copies. The Agreement may be signed on separate signature pages by the County Superintendent and Attorney. Copies of signatures shall have the same force and effect as original signatures. School district members of the Consortium may adopt the Agreement and become Clients of Attorney by approval of a resolution, effective July 1, 2015, in the form attached hereto as Exhibit C and incorporated herein by this reference.

SO AGREED.

TULARE COUNTY OFFICE OF
EDUCATION

LOZANO SMITH, LLP


By: James Vidak
Superintendent of Schools
Date: 7-8-15


Karen M. Rezendes
Managing Partner
Date:

**LEGAL SERVICES FOR THE
TULARE COUNTY OFFICE OF EDUCATION LEGAL SERVICES CONSORTIUM**

Lozano Smith offers the following legal services arrangement for the Tulare County Office of Education Legal Services Consortium.

FEE ARRANGEMENT

Legal Services Consortium member districts agree to pay Lozano Smith a base annual retainer amount for basic legal services and an amount based upon each member's ADA. The basic legal services included under this option include general legal advice to all member districts via phone, email and written opinions regarding personnel and union issues, board governance, student matters (including special education), and general education law, including contract review and advice, until the matter becomes individualized, complex or specialized.

Individualized, complex and specialized services are classified as, and are not limited to, the following:

- off-site meetings, i.e. not at the law firm's office or at TCOE with Lozano Smith attorneys other than the on-site attorney,
- School Board/County Office Board meetings,
- Investigations,
- labor negotiations and grievance processing,
- Public Records Act production document reviews and related research and representation,
- when it becomes necessary to contact opposing counsel or labor representatives and the matter is of an ongoing nature,
- student expulsions and student inter-district attendance appeals,
- special education, including student file reviews, pre-IEP meetings, IEP meetings, mediations and preparation for and representation at due process hearings,
- defense of personal injury or property damages or similar claims,
- highly specialized areas of the law which include but are not limited to workers' compensation, civil rights issues, charter school, voter rights, bankruptcy, intellectual property, school construction financing, tax and bond counsel work, and
- all aspects of litigation and administrative proceedings including but not limited to all preparation and discovery work and related settlement negotiations.

EXHIBIT A



For legal services beyond the basic legal services provided under this option, member districts will be billed at the blended hourly rate of \$235 for all attorneys. When a matter has progressed beyond the basic legal services, Lozano Smith will create a separate billing number for the matter.

COST AND EXPENSES

A 5% fee covering all expenses incurred for travel, database access, mailing services, word processing, parking, meals, mileage, faxes, telephone and photocopies will be billed monthly in place of itemized costs and expenses.

ONSITE SERVICES

Lozano Smith will provide onsite services up to three days per week at the Tulare County Office of Education (TCOE). To further save Tulare County Office of Education additional costs, Lozano Smith will not charge for travel time associated with having an attorney on-site. In addition, because Lozano Smith maintains an office in Fresno, we only charge for travel from that office when travel is required.



EXHIBIT B



BILLING PRACTICES AND COST PREVENTIVE MEASURES FOR THE TULARE COUNTY OFFICE OF EDUCATION LEGAL SERVICES CONSORTIUM

BILLING PRACTICES

Lozano Smith's standard billing practice is to issue statements on a monthly basis. These statements identify dates of services rendered, identification of parties rendering services, an explanation of services, and the amount of time spent on each date. Our attorneys routinely work with clients to develop detailed and effective case management plans to ensure that the client is aware of the status of pending matters. Lozano Smith has the ability to issue statements at a matter level and/or by the department of the district asking for the service. All work that is covered under the State mandated cost program is tracked separately to ease the process for our clients to obtain reimbursement from the State.

A minimum billing increment is both crucial for clients and should be expected by attorneys. That's why Lozano Smith's practice is to bill in *1/10 (.10) hour increments, allowing for maximum efficiency in the use of attorney time.* This is our standard practice and would apply to work performed outside the flat fee for the onsite basic legal services retainer. Lozano Smith's billing increment reduces financial costs, and especially with respect to brief phone calls and emails.

COST PREVENTIVE MEASURES

Tulare County Listserv

Lozano Smith and consortium clients have found an email listserv to be extremely valuable for all members to receive periodic updates regarding routine and common legal inquiries. Lozano Smith proposes to routinely distribute legal updates and general memos to the listserv. For example, if one district inquires about an issue of general concern, Lozano Smith will provide the memo and guidance to all districts. This process will greatly assist with cost containment for consortium members and help ensure uniform legal advice for Tulare County districts.

Monthly Superintendent Meetings

At no additional charge, a Lozano Smith attorney may attend the monthly superintendent meetings. Lozano Smith will attend these meetings during the onsite days and will present on topics as requested by the Legal Services Consortium.

Development of Superintendent Advisory Group

Lozano Smith proposes the development of a superintendent legal advisory group to develop workshop topics and ensure responsiveness and accountability for the consortium services. Participation in these meetings may be accomplished via conference call or in-person. A function of this advisory group should be to ensure consistency of advice throughout the County, determine topics that should be addressed with legal opinions for the entire

Consortium, and provide feedback to Lozano Smith on the services provided. Attendance at these meetings by Lozano Smith is at no charge to the consortium.

Annual Board of Trustee Meetings

For no additional charge, Lozano Smith proposes to conduct a workshop at the County's Annual Trustees Association Meeting. The workshops would cover the most pressing issues impacting board of trustees, including effective governance, Brown Act, Public Records Act, Conflicts of Interest, eCommunications and/or Form 700 or mutually agreeable topics.

Workshops

Lozano Smith agrees to provide three (3) workshops per year at no additional charge to consortium members. Suggested topics could include: (1) Effective Governance, (2) Annual Legal Update, and (3) Special Education.

The current Tulare County Labor and Employment Consortium workshop series structure will remain as is.

Additional Cost-Preventive Measures

Building capacity within your District's staff is a key priority for Lozano Smith, and one that lends to our unwavering belief and commitment in cost containment through preventive law. We believe that our clients receive maximum value by anticipating and preventing legal problems, rather than simply responding when problems arise. Not only that, but an ultimate goal of ours is limiting a client's need to call upon Lozano Smith on issues that may be handled internally with proper and consistent training. In addition to the proposed workshops, Lozano Smith will provide the following at no cost to the District:

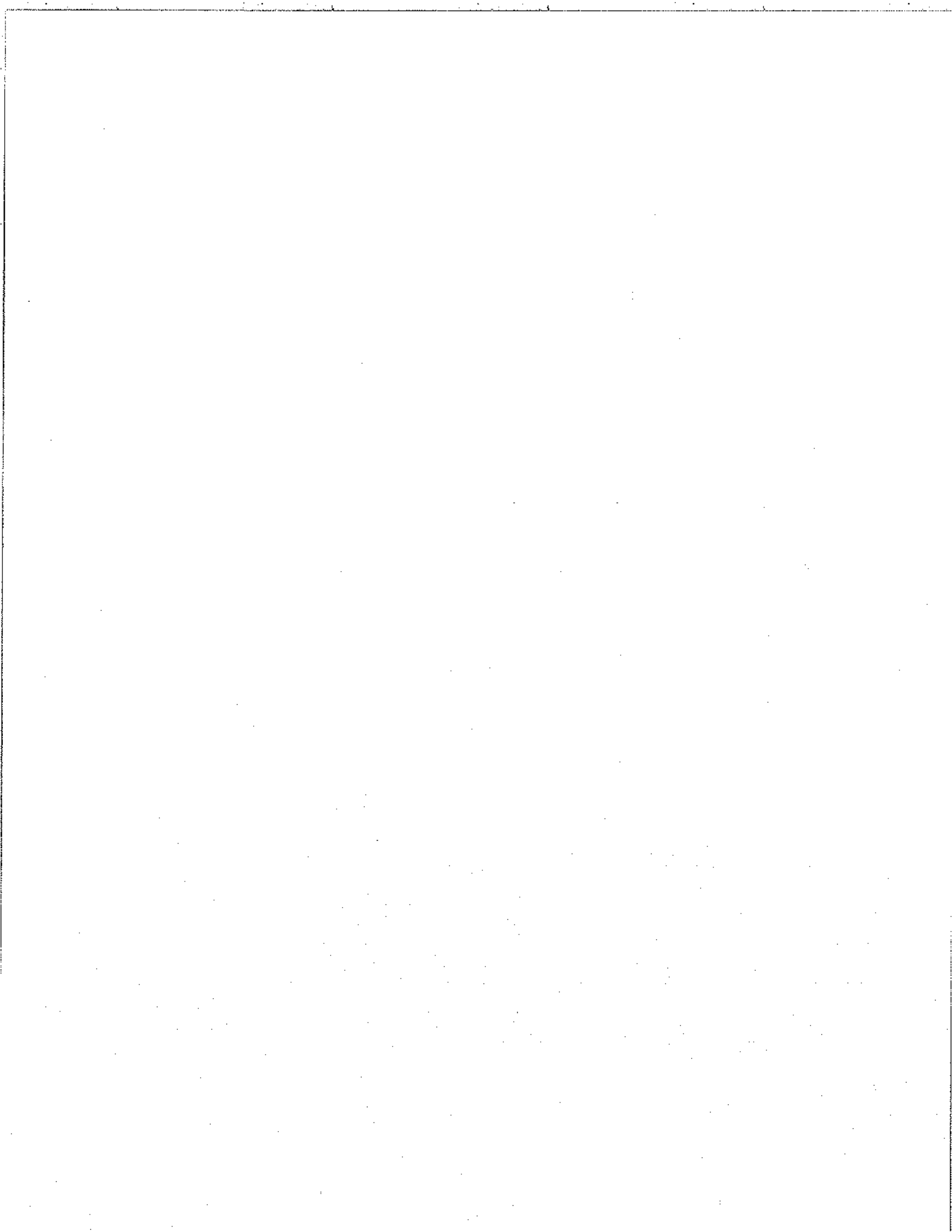
- Annual Brown Act Handbooks
- Developer Fee Handbook with annual updates
- Yearly Webinar series on Facilities and Business, Labor & Employment and Student Topics
- Email Retention Policy Guidelines
- Client News Briefs
- Annual Notice to Parents/Guardians

District Name	Enrollment	Option (\$4.25) + 4,000	5% Admin. Fee	Option + Admin. Fee
Allensworth Elementary	79	\$ 4,335.75	\$ 216.79	\$ 4,552.54
Alpaugh Unified	289	\$ 5,228.25	\$ 261.41	\$ 5,489.66
Alta Vista Elementary	576	\$ 6,448.00	\$ 322.40	\$ 6,770.40
Buena Vista Elementary	191	\$ 4,811.75	\$ 240.59	\$ 5,052.34
Burton Elementary	4,296	\$ 22,258.00	\$ 1,112.90	\$ 23,370.90
Columbine Elementary	193	\$ 4,820.25	\$ 241.01	\$ 5,061.26
Cutler-Orosi Joint Unified	4,114	\$ 21,484.50	\$ 1,074.23	\$ 22,558.73
Dinuba Unified	6,450	\$ 31,412.50	\$ 1,570.63	\$ 32,983.13
Ducor Union Elementary	192	\$ 4,816.00	\$ 240.80	\$ 5,056.80
Earlimart Elementary	1,953	\$ 12,300.25	\$ 615.01	\$ 12,915.26
Exeter Unified	2,995	\$ 16,728.75	\$ 836.44	\$ 17,565.19
Farmersville Unified	2,604	\$ 15,067.00	\$ 753.35	\$ 15,820.35
Hope Elementary	211	\$ 4,896.75	\$ 244.84	\$ 5,141.59
Hot Springs Elementary	17	\$ 4,072.25	\$ 203.61	\$ 4,275.86
Kings River Union Elementary	456	\$ 5,938.00	\$ 296.90	\$ 6,234.90
Liberty Elementary	352	\$ 5,496.00	\$ 274.80	\$ 5,770.80
Lindsay Unified	4,176	\$ 21,748.00	\$ 1,087.40	\$ 22,835.40
Monson-Sultana Joint Union El	431	\$ 5,831.75	\$ 291.59	\$ 6,123.34
Oak Valley Union Elementary	488	\$ 6,074.00	\$ 303.70	\$ 6,377.70
Outside Creek Elementary	102	\$ 4,433.50	\$ 221.68	\$ 4,655.18
Palo Verde Union Elementary	507	\$ 6,154.75	\$ 307.74	\$ 6,462.49
Pixley Union Elementary	1,083	\$ 8,602.75	\$ 430.14	\$ 9,032.89
Pleasant View Elementary	551	\$ 6,341.75	\$ 317.09	\$ 6,658.84
Porterville Unified	14,068	\$ 63,789.00	\$ 3,189.45	\$ 66,978.45
Richgrove Elementary	678	\$ 6,881.50	\$ 344.08	\$ 7,225.58
Rockford Elementary	423	\$ 5,797.75	\$ 289.89	\$ 6,087.64
Saucelito Elementary	89	\$ 4,378.25	\$ 218.91	\$ 4,597.16
Sequoia Union Elementary	313	\$ 5,330.25	\$ 266.51	\$ 5,596.76
Springville Union Elementary	294	\$ 5,249.50	\$ 262.48	\$ 5,511.98
Stone Corral Elementary	130	\$ 4,552.50	\$ 227.63	\$ 4,780.13
Strathmore Union Elementary	823	\$ 7,497.75	\$ 374.89	\$ 7,872.64
Sundale Union Elementary	811	\$ 7,446.75	\$ 372.34	\$ 7,819.09
Sunnyside Union Elementary	358	\$ 5,521.50	\$ 276.08	\$ 5,797.58
Terra Bella Union Elementary	910	\$ 7,867.50	\$ 393.38	\$ 8,260.88
Three Rivers Union Elementary	155	\$ 4,658.75	\$ 232.94	\$ 4,891.69
Tipton Elementary	598	\$ 6,541.50	\$ 327.08	\$ 6,868.58
Traver Joint Elementary	228	\$ 4,969.00	\$ 248.45	\$ 5,217.45
Tulare City	9,550	\$ 44,587.50	\$ 2,229.38	\$ 46,816.88
Tulare Joint Union High	5,330	\$ 26,652.50	\$ 1,332.63	\$ 27,985.13
Visalia Unified	27,603	\$ 121,312.75	\$ 6,065.64	\$ 127,378.39
Waukena Joint Union Elements	258	\$ 5,096.50	\$ 254.83	\$ 5,351.33
Woodlake Unified	2,351	\$ 13,991.75	\$ 699.59	\$ 14,691.34
Woodville Union Elementary	484	\$ 6,057.00	\$ 302.85	\$ 6,359.85
Totals:	97,760	\$ 587,480.00	\$ 29,374.00	\$ 616,854.00

Tulare County Office of Education	\$ 80,000.00	\$ 4,000.00	\$ 84,000.00
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\$ 667,480.00

\$ 700,854.00



BEFORE THE BOARD OF TRUSTEES
OF THE WOODVILLE UNION SCHOOL DISTRICT
TULARE COUNTY, STATE OF CALIFORNIA

In the Matter of Approving the Legal
Services Agreement for the Tulare County
Office of Education Legal Services
Consortium

RESOLUTION NO. 1

2015-2016 Fee \$6,359.85

WHEREAS, school districts in Tulare County and the Tulare County Office of Education ("TCOE") are authorized to obtain legal services and retain legal counsel pursuant to 35041.5 and related provisions of the Education Code; and

WHEREAS, the Tulare County Legal Consortium Committee interviewed a number of law firms and selected Lozano Smith, LLP ("Lozano Smith") as the preferred provider of legal services for school districts desiring to participate as a member of the Tulare County Office of Education Legal Services Consortium ("Consortium") and to approve Lozano Smith as the attorney pursuant to the master agreement between TCOE and Lozano Smith (the "Agreement"); and

WHEREAS, the Agreement has been negotiated between TCOE and Lozano Smith, subject to approval by resolution by the individual school districts.

NOW, THEREFORE, the governing board ("Board") of the Woodville Union School District ("District") resolves as follows:

1. Adopts the foregoing recitals as true and correct.
2. Approves the Agreement as submitted to the Board provided that, for the initial term from July 1, 2015 through June 30, 2016, payment for basic legal services shall not exceed \$6,359.85. The Tulare County Superintendent of Schools ("County Superintendent") shall coordinate, calculate, administer and pay fees under the Agreement for basic legal services on behalf of the Clients. For basic legal services only, the County Superintendent is authorized to bill and receive, and each Client shall pay to

the County Superintendent, its pro rata share pursuant to the Agreement. The County Superintendent shall transfer half (1/2) of the sum for the pro rata share from the funds of each District to the County School Service Fund after July 1, 2015 and the remaining half (1/2) of the sum after January 1, 2016 (with the exception of Visalia Unified School District). Subject to section 4 below, if the Agreement is extended for subsequent years, not to exceed two one-year extensions, payment for basic legal services shall be based upon the same calculation except that the CALPADS Fall 1 Enrollment Count shall be adjusted annually for the most accurate determination of the Client unit of ADA.

3. If needed by the District, payment for non-basic legal services, such as complex and specialized services, shall not exceed a blended hourly rate for attorneys for the term of the Agreement.
4. The Board retains the right, at any time, to terminate the Agreement on providing thirty (30) days written notice to TCOE and Lozano Smith.

The foregoing Resolution was adopted at a duly called meeting held on _____, 2015, and approved by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

, Clerk

, President

**PROPOSAL/AGREEMENT TO PROVIDE
Proposition 39 District Energy Manager and Training Services**

For

WOODVILLE ELEMENTARY SCHOOL DISTRICT
16541 Road 168
Porterville, CA 93257-9205

Dr. Dago Garcia, Ed. D.
Superintendent

Prepared by:

Indoor Environmental Services
1512 Silica Avenue
Sacramento, CA 95815
(916) 988-8808

PURPOSE OF AGREEMENT

Indoor Environmental Services ("IES") is pleased to offer our assistance to Woodville Elementary School District ("District"). IES will assist the District with an IES Energy Manager to partner with District personnel to aide in the ongoing efficiency of energy and training within the District and its charters.

CONTRACT DELIVERY METHOD FOR PROJECT IMPLEMENTATION

IES will utilize Proposition 39 funding per the mandated requirements.

PROPOSITION 39 ENERGY MANAGER AND TRAINING SERVICES:

Energy Management

Responsibility is to improve energy efficiency by evaluating the school's energy use and implementing energy policies, strategies, programs, and energy measures.

- Semiannual site inspections to identify saving opportunities and efficiency issues that may arise.
- Semiannual utility bill analysis with the goal of obtaining the coveted Energy Star certification for all sites.
- Semiannual energy monitoring review and discussion with District personnel to evaluate performance, implement policies, and make further improvements.
- Complete documentation and reporting to the California Energy Commission (CEC) to meet Proposition 39 project reporting requirements. IES will use available methods developed by the CEC including program calculators and reporting forms for project energy savings.

Energy Training

Training and information focused on helping staff understand how they can support and maximize the achievement of energy savings envisioned by the funded project.

- Energy education for classified staff:
 - IES will coordinate Energy based lesson classes annually with an emphasis on Energy Efficiency or Renewable Technology.
 - All lessons are to be reviewed and approved by the District prior to delivering.

- o IES will provide training discussing specific items affecting energy consumption identified by IES and staff. This includes thermostat or DDC set points, HVAC preventive maintenance/service training, runtime efficiency, or overall knowledge of energy using systems in the District.

Per Code Guidelines and Regulations, IES will complete the Services as listed starting after Proposition 39 project completion. IES will not perform additional services without prior District authorization. Payment will not be required until the District receives its allocation of Proposition 39 funding annually through 2018.

Services TERM Summary:

Services will be implemented for a term of 5 years:

Proposition 39 Energy Manager and Training	
Energy Planning Activities	Funding
Energy Manager	\$ 28,806
Energy Training	\$ 5,761

Annual billing for services identified: \$6,913

First annual bill will be submitted to the District upon signed agreement. All subsequent invoices will be submitted annual on February 1st after receipt of the Proposition 39 funding.

This agreement is between Woodville Elementary School District and Indoor Environmental Services.

Dr. Dago Garcia, Ed. D.
Superintendent

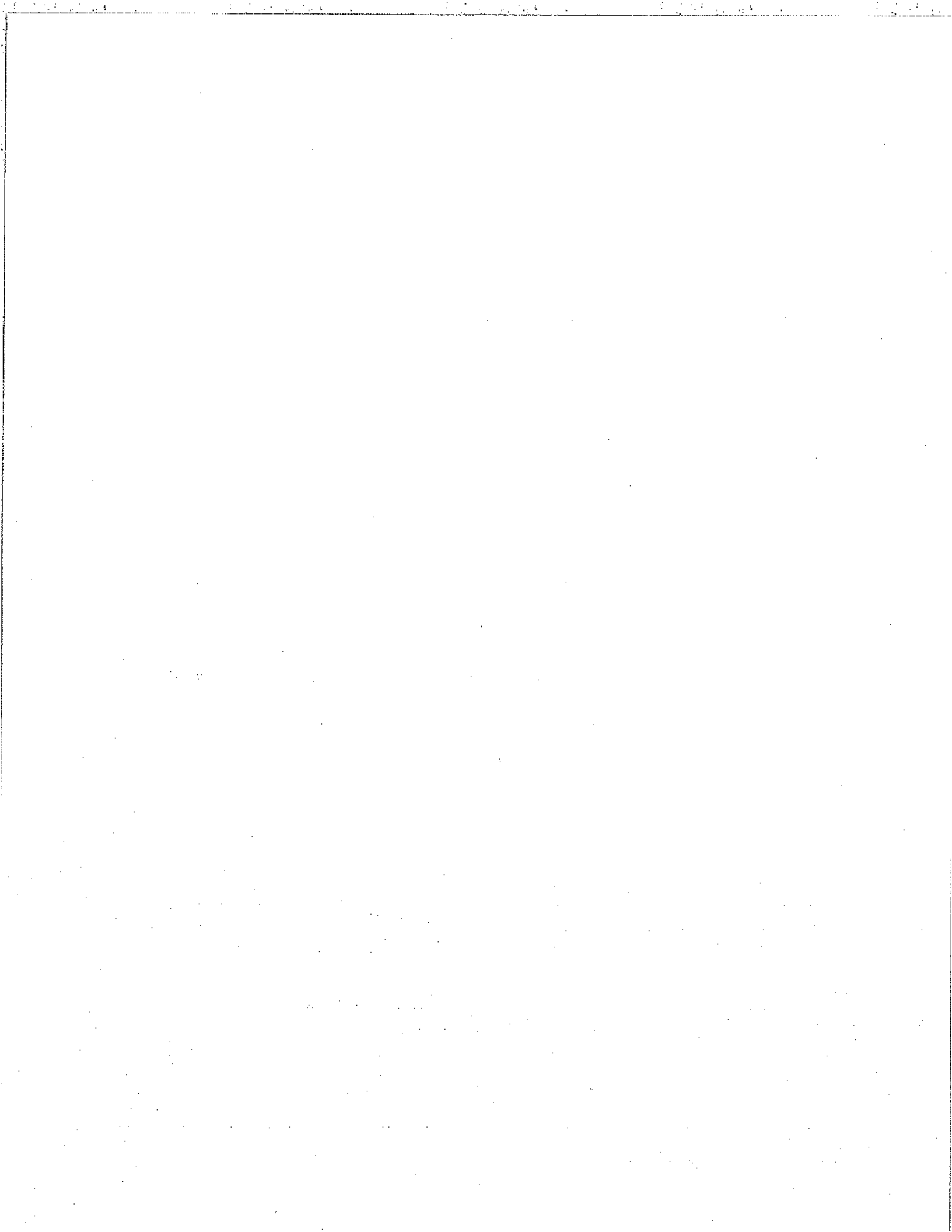


Stan Butts
Vice President, IES

Date

July 7th 2015

Date



FACILITY SOLUTIONS AGREEMENT

PARTIES: Indoor Environmental Services, Inc. ("IES, the CONTRACTOR")
1512 Silica Ave.
Sacramento, CA 95815

Woodville Union Elementary School District ("the CUSTOMER")
16541 Road 168
Porterville, CA 93257

AGREEMENT DOCUMENTS: This Facility Solutions Agreement ("Agreement") incorporates the following Schedules:

- Recitals
- Schedule 1 - Agreement Terms and Conditions
- Schedule 2 - Scope of Work
- Schedule 3 - Term and Payment Schedule
- Schedule 4 - Certificates of Substantial Completion and Acceptance

RECITALS

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

A. CONTRACTOR has developed certain procedures for assisting companies and public agencies to reduce energy consumption and their facility's operational expenses through the use of engineering analyses and the installation of energy efficient technologies.

B. CONTRACTOR has conducted an extensive audit and assessment of the energy consumption characteristics at CUSTOMER's premises as identified in the California School Public Directory, based upon which it has recommended to CUSTOMER certain equipment and other measures designed to conserve energy as described in Schedule 2 (the "Scope of Work"). CONTRACTOR represents that the anticipated cost to CUSTOMER of the conservation services provided under this Agreement, together with any financing costs, will be less than the anticipated Proposition 39 benefits unless specifically agreed to within the terms of this agreement.

SCHEDULE 1 - AGREEMENT TERMS AND CONDITIONS

1. SCOPE. CONTRACTOR will provide the CUSTOMER with the work identified on Schedule 2 of this Agreement (Work). CONTRACTOR shall supervise and direct the Work and shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under this Agreement. CONTRACTOR shall be responsible to pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work as per Schedule 2 except as indicated in Scope of Work Exclusions.

2. COMMENCEMENT DATE AND COMPLETION AND ACCEPTANCE DATE. The Commencement Date and the Completion and Acceptance Date for the Work shall be as set forth in Schedule 4 of this Agreement. Completion means that CONTRACTOR has provided sufficient materials and services to permit the CUSTOMER to achieve the intended benefit from the Work. The CUSTOMER shall cooperate with CONTRACTOR to achieve Completion and shall not unreasonably withhold execution of the Certificate of Completion and Acceptance. The Commencement Date shall be the date CONTRACTOR and the CUSTOMER executes this Agreement. The Completion and Acceptance Date shall be the date when the Notice of Completion for the Work is filed and recorded. The Notice of Completion will be filed and recorded by the CUSTOMER not later than ten (10) days after the CUSTOMER'S Board has accepted the Certificate of Completion and Acceptance (see Schedule 4) executed by the CUSTOMER'S District Superintendent stating that, the Work is completed; the systems are in operating condition and have been accepted by the parties. After the Commencement Date, and prior to the Completion and Acceptance Date, CONTRACTOR may provide the CUSTOMER with Completion and Acceptance Certificates for individual systems included in Scope of Work. It will be done upon completion of the installation and start-up process.

3. PRICE AND PAYMENT. The total price for CONTRACTOR'S Work under this Agreement shall be as set forth in Schedule 3 of this Agreement. The CUSTOMER shall make progress payments as set forth in Schedule 3 or, if nothing is set forth in Schedule 3, monthly, for all materials delivered to the project or to an offsite storage facility and for all Work performed onsite and offsite. The CUSTOMER shall pay, or cause to be paid, all amounts due CONTRACTOR for work hereunder within twenty (20) business days after receipt of CONTRACTOR 'S (or assignee's) invoice, and shall pay interest from due date on any amount not paid within said time period at the rate of one (1) percent per month. Final payment, constituting the entire unpaid balance for the Work, shall be made to CONTRACTOR within 35 (thirty-five) days after the Completion and Acceptance Date. Pursuant to applicable law Payments may be withheld on account of any breach of this Agreement by CONTRACTOR and claims by third parties (including CONTRACTOR, subcontractors, and material suppliers).

4. TAXES, PERMITS, AND FEES. CONTRACTOR shall be responsible for obtaining all permits and related permit fees associated with the Work and Services unless specifically excluded in Schedule 2. CONTRACTOR shall pay sales, consumer, use, and other similar taxes and shall secure and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution.

5. WARRANTY. CONTRACTOR warrants that materials and equipment furnished by CONTRACTOR will be of good quality and new; that the Work will be free from defects. CONTRACTOR warrants that the Work shall be free from defects in material and workmanship arising from normal usage for a period of (1) **One Year** from each system's Completion and Acceptance Certificate date and/or the Completion and Acceptance Date, whichever is earlier. Upon written notice from the CUSTOMER, CONTRACTOR shall, at its option, repair or replace the defective Work. These warranties do not extend to any Work that has been repaired by others, abused, altered, misused, or that has not been properly and reasonably maintained. These warranties are in lieu of all other warranties, express or implied, including but not limited to those of merchantability and fitness for a specific purpose. Any and all manufacturers' extended product warranty will be passed along to the CUSTOMER, and will be detailed in the new equipment Operation and Maintenance Manuals.

An independent, extended warranty for all newly installed lighting lamps and ballasts will be implemented and administered by the material manufacturer. Osram Sylvania Quick 60 warranty applications will be prepared for each site and submitted to Osram Sylvania on behalf of the Woodville Union Elementary School District.

6. CLEANUP. CONTRACTOR shall keep the premises and the surrounding area free from accumulation of waste materials or rubbish caused by the Work and, upon completion of the Work, CONTRACTOR shall remove all waste materials, rubbish, tools, construction equipment, machinery, and surplus materials.

7. DELEGATION BY CONTRACTOR. CONTRACTOR shall have the right to subcontract to any person, firm or corporation to perform any of its obligations hereunder, provided that CONTRACTOR shall remain responsible for such performance. CONTRACTOR shall obtain express written permission of any proposed subCONTRACTOR from the CUSTOMER prior to the commencement of any work by such person, firm or corporation. CUSTOMER shall have the right to reasonably disapprove of any proposed subCONTRACTOR.

8. SAFETY. CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Work. CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities related to safety of persons or property.

9. HAZARDOUS MATERIALS. Unless specifically noted in Schedule 2, CONTRACTOR'S obligations expressly exclude any Work or Services of any nature associated or connected with the identification, abatement, use, transportation, cleanup, control, storage, removal, containment, clearance testing or disposal of hazardous materials or substances, including but not limited to asbestos, pollutants, hazardous wastes, hazardous materials or PCB's, in or on the premises. The CUSTOMER shall disclose all locations where asbestos, materials containing asbestos, pollutants, hazardous wastes, hazardous materials or other contaminants are present and recognizes and agrees that, in connection with the installation and/or service or maintenance of the equipment at the premises, CONTRACTOR may encounter, but shall not be responsible for any Work related to stated above hazardous materials. The CUSTOMER shall be solely responsible for disposing of the hazardous materials in accordance with all federal, state and local laws applicable thereto, unless otherwise agreed to in writing elsewhere, whether as part of this Agreement or otherwise.

If CONTRACTOR becomes aware of any additional hazardous materials that are not included in the Scope of Work, it shall immediately notify the CUSTOMER about the presence of hazardous materials. The CUSTOMER agrees to and does release, indemnify, defend and hold harmless CONTRACTOR, its consultants, its CONTRACTORS, its partners and their officers, agents and employees of and from all costs, claim, damages and liability arising out of or relating to hazardous materials, or third parties relating thereto, or injury caused thereby, except for such costs, claims, damages or liability which are directly caused by the misconduct and/or negligence of CONTRACTOR.

10. INSURANCE. Prior to commencing the Work, CONTRACTOR shall provide a certificate of insurance to CUSTOMER/CONTRACTOR showing its insurance coverages, and CONTRACTOR shall maintain such insurance in full force and effect at all times until the Work has been completed, in the following minimum amounts:

COVERAGES	LIMITS OF LIABILITY	
Workmen's Compensation or Self Insurance Including Employer's Liability	Statutory	
Commercial General Liability	\$2,000,000	Aggregate
Each Occurrence including Contractual	\$1,000,000	
Automobile Liability		
Each Occurrence	\$1,000,000	
Excess Liability	\$2,000,000	Aggregate
Each Occurrence	\$2,000,000	

11. INDEMNITY. CONTRACTOR shall indemnify and hold harmless The CUSTOMER, its employees, agents, and assigns against all claims, actions, damages, liabilities, and expenses, including attorney's fees, arising out of or related to any claims of patent infringement and any claims of construction or materialman's lien made by any subcontractor or materialman. CONTRACTOR shall also indemnify and hold harmless The CUSTOMER, its employees, agents, and assigns against all claims, actions, damages, liabilities, and expenses, including attorney's fees, arising out of or related to personal injury or property damage to the extent caused by CONTRACTOR'S negligence or willful misconduct in connection with the performance of the Work.

12. DELAYS. CONTRACTOR shall not be liable for any delay in the performance of the Work for any reason beyond CONTRACTOR'S control and without CONTRACTOR'S negligence, including without limitation labor disputes, fire, riots, and unusual delay in deliveries, acts of God and other abnormal adverse weather conditions.

13. CONTRACTOR'S PROPERTY. All materials not part of the projects to be installed at the site or related to the equipment's function that are furnished by CONTRACTOR remain the exclusive property of CONTRACTOR. The CUSTOMER agrees not to use such materials for any purpose at any time. The CUSTOMER agrees to allow CONTRACTOR personnel to

retrieve and to remove all such materials remaining after installation or maintenance operations have been completed. The CUSTOMER acknowledges that all CONTRACTOR software included is proprietary and will be delivered only under the provisions of an appropriate Software License Agreement that will limit its use to the system purchased under this Agreement. CONTRACTOR shall retain the title to all equipment installed, as set forth in Schedule 2, at the CUSTOMER'S facilities, until CONTRACTOR receives its compensation for items installed as set forth in Section 3 above and Schedule 3.

14. ORDER OF PRECEDENCE. Any inconsistency in this Agreement and its Schedules and related documents shall be resolved by giving precedence in the following order: the Addenda; Schedule 3, Term and Payment Schedule; Schedule 2, Scope of Work; Schedule 1, the Agreement Terms and Conditions; Letter of Agreement ("LOA"); and the CONTRACTOR'S Proposal.

15. MODIFICATIONS. Additions, deletions, and modifications to this Agreement and its Schedules may be made upon the mutual agreement of the parties, and, subject to the agreement of the CUSTOMER, such additions may include proposals from CONTRACTOR for additional Work and Services. These modifications to the Agreement may be made via Amendment to the Agreement in writing to document the agreed upon changes.

16. NOTICES. All notices or communications related to this Agreement shall be in writing and shall be deemed served if and when sent by facsimile or mailed by certified or registered mail to CONTRACTOR at the address listed on page 1 of this Agreement, Attn.: Stan Butts, Vice President, and to the CUSTOMER at the address listed on page 1 of this Agreement.

17. EVENTS OF DEFAULT BY THE CUSTOMER. Each of the following shall constitute an event of default by the CUSTOMER:

- (a) Any failure by the CUSTOMER to pay CONTRACTOR its compensation required by Schedule 3 of this Agreement for a period of more than twenty (20) business days after the date of the invoice thereof and after a ten (10) business day cure notice;
- (b) Any representation or warranty furnished by the CUSTOMER in this Agreement which was false or misleading in any material respect when made;
- (c) Failure by the CUSTOMER to perform its obligations under this Agreement.

18. EVENTS OF DEFAULT BY CONTRACTOR. Each of the following shall constitute an event of default by CONTRACTOR:

- (a) Failure to perform by CONTRACTOR its responsibilities pursuant to this Agreement;
- (b) Any representation or warranty furnished by CONTRACTOR in this Agreement that was false or misleading in any material respect when made.

19. PREVAILING WAGE

- (a) Pursuant to the provisions of Article 2 (commencing at Section 1770), Chapter 1, Part 7, Division 2 of the Labor Code, the Board of CUSTOMER has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public work is to be performed for each craft, classification or type of worker needed for this Project from the Director of the Department of Industrial Relations ("Director"). These rates are on file in the business office of the Woodville Union Elementary School District and copies will be made available to any interested party on request. CONTRACTOR shall post a copy of such wage rates at the work site.
- (b) Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half times the above-specified rate of per diem wages, unless otherwise specified. Holidays shall be defined in the Collective Bargaining Agreement applicable to each particular craft, classification or type of worker employed.
- (c) CONTRACTOR shall pay, and shall cause to be paid, each worker engaged in work on the Project not less than the general prevailing rate of per diem wages determined by the Director, regardless of any contractual relationship which may be alleged to exist between CONTRACTOR or any subcontractor and such workers.
- (d) Any worker employed to perform work on the Project, which work is not covered by any craft or classification listed in the general prevailing rate of per diem wages determined by the Director, shall be paid not less than the minimum rate of wages specified therein for the craft or classification which most nearly corresponds to work to be performed by them, and such minimum wage rate shall be retroactive to time of initial employment of such person in such craft or classification.
- (e) Pursuant to Labor Code Section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, subsistence and apprenticeship or other training programs.
- (f) CONTRACTOR shall post at appropriate conspicuous points on the site of the Project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned.
- (g) CONTRACTOR agrees to comply with Labor Code Sections 1773.3, 1777.5 and 1777.6, and 3077 et. seq., each of which is incorporated by reference into this contract. These sections require that CONTRACTORS and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one (1) apprentice for each five (5) journeyman, unless an exemption is granted and that CONTRACTOR and subcontractors shall not discriminate against otherwise qualified employees as indentured apprentices on any public works solely on the ground of race, religious creed, color, national origin, ancestry, sex, or age. Only

apprentices who are in training under written apprenticeship agreements will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions for all apprenticeable occupations rests with CONTRACTOR.

- (i) CONTRACTOR shall be knowledgeable of and comply with California Labor Code Sections 1727, 1773.5, 1775, 1777, 1777.5, 1810, 1813, 1860, including all amendments; each of these sections is incorporated by reference into this contract.
- (j) CONTRACTOR agrees to comply with the provisions of Sections 1776 and 1812 of the California Labor Code. The CONTRACTOR and each subcontractor shall keep or cause to be kept an accurate record showing the names, addresses, social security numbers, work classifications, straight time and overtime hours worked each day and week of all workmen employed by him in connection with the execution of this Contract or any subcontract thereunder and showing the actual per diem wages paid to each of such workers. These records shall be open at all reasonable hours to the inspection of the District awarding the Contract, its officers and agents, and to the Chief of the Division of Labor Statistics and Law Enforcement of the State Department of Industrial Relations, his deputies and agents.

20. DIR REGISTRATION

- (a) CONTRACTOR and subcontractor Compliance. Strict compliance with DIR Registration requirements pursuant to Labor Code §1725.5 is a material obligation of the CONTRACTOR hereunder. The foregoing includes without limitation, compliance with DIR Registration requirements at all times during performance of the Work by the CONTRACTOR and all subcontractors of any tier. No portion of the Work is permitted to be performed by a subcontractor of any tier unless the Subcontractor is a DIR Registered CONTRACTOR. The failure of the CONTRACTOR and all Subcontractors of every tier to be DIR Registered at all times during performance of the Work is the CONTRACTOR's default of a material obligation of the CONTRACTOR under the Contract Documents.
- (b) CONTRACTOR Obligation to Verify Subcontractor DIR Registration Status. An affirmative and on-going obligation of the CONTRACTOR under the Contract Documents is the CONTRACTOR's verification that all Subcontractors, of all tiers, are at all times during performance of the Work in full and strict compliance with DIR Registration requirements. The CONTRACTOR shall not permit or allow any Subcontractor of any tier to perform any Work without the CONTRACTOR's verification that all such Subcontractors are in full and strict compliance with DIR Registration requirements.
- (c) CONTRACTOR Obligation to Request Substitution of Non-DIR Registered Subcontractor. If any Subcontractor identified in the CONTRACTOR's Subcontractors List submitted with the CONTRACTOR's proposal for the Work is not DIR Registered at the time of opening of proposals for the Work or if a Subcontractor's DIR Registration lapses prior to or during a Subcontractor's performance of Work, the CONTRACTOR shall request the District's consent to

substitute the non-DIR Registered Subcontractor pursuant to Labor Code §1771.1(c)(3) and/or Labor Code §1771.1(d).

21. ADDITIONAL TERMS.

- A. Any failure of either party to require strict performance by the other party, or any waiver by either party of any requirement under this Agreement, does not consent to or waive any subsequent failure or breach by the other party.
- B. If any provision of this Agreement is invalid under any applicable law, that provision shall not apply, but the remaining provisions shall apply as written.
- C. The captions and titles in this Agreement are for convenience only and shall not affect the interpretation or meaning of this Agreement.
- D. This Agreement is the full agreement between CONTRACTOR and the CUSTOMER as of the date it is signed. All previous conversations, correspondence, agreements, or representations related to this Agreement are not part of the Agreement between CONTRACTOR and the CUSTOMER. No modifications are binding on CONTRACTOR unless made in writing.
- E. This Agreement shall be construed in accordance with the laws of the state of California. Any actions on the contract shall be filed in Tulare County.
- F. The obligations and liabilities under this Agreement are not affected by the expiration or termination of this Agreement.

22. FINGERPRINTING

CUSTOMER has considered the totality of the circumstances concerning the Project and has determined that CONTRACTOR and CONTRACTOR'S employees or Sub-contractor's employees are subject to the requirements of Education Code section 45125.2 and the following: Contracts for Construction, Reconstruction, Rehabilitation or Repair of a School Facility Involving More than Limited Contact with Students (Section 45125.2.) apply.

By execution of the Agreement/Contract, CONTRACTOR further acknowledges that CONTRACTOR is entering into a contract for the construction, reconstruction, rehabilitation or repair of a school facility where CONTRACTOR and/or CONTRACTOR'S employees will have more than limited contact with students and the services to be provided do not constitute an emergency or exceptional situation.

In accordance with Education Code section 45125.2, the CONTRACTOR shall, at CONTRACTOR'S own expense, (1) install a physical barrier to limit contact with students by CONTRACTOR and/or CONTRACTOR'S employees; or (2) provide for the continuous supervision and monitoring of CONTRACTOR and/or CONTRACTOR'S employees by an employee of CONTRACTOR who has received fingerprint clearance from the California Department of Justice; or (3) provide for the surveillance of CONTRACTOR and CONTRACTOR'S employees by an employee of CUSTOMER'S, at CONTRACTOR'S expense.

23. APPLICABLE LAW

This Agreement and the construction and enforceability thereof shall be interpreted under the laws of the State of California. In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the agreement shall conform to all applicable requirements of local, state and federal law, including, but not limited to, California Labor Code Sections 1771, 1778 and 1779.

24. BONDS

CONTRACTOR will provide the CUSTOMER with Payment and Performance bonds within twenty (20) business days of execution of this Agreement upon a written request from the CUSTOMER. If requested, CONTRACTOR shall not proceed with any on site construction activities until all Payment and Performance Bonds have been secured and deliver to the CUSTOMER.

a) corporate surety bond, in a sum not less than 100 percent of the amount of the Contract, to guarantee the faithful performance of the Contract.

b) corporate surety bond, in a sum not less than 100 percent of the amount of the Contract, to guarantee the payment of wages for services engaged and of bills contracted for materials, supplies, and equipment used in the performance of the Contract.

25. MATERIAL ESCALATION CLAUSE

CUSTOMER agrees to the amounts and to payment on the terms set forth above in the "Contract Price." The Contract price shall not change for the Term of the Agreement, except (a) in the event of changes authorized pursuant to other provisions in this Agreement; and/or (b) in instances where raw materials or component costs increase in an amount greater than one half of one percent (0.5%) of the contract price. In the later situation, the CONTRACTOR shall be entitled to an escalation of raw material or component costs which shall be passed through to the CUSTOMER. No price change shall be effective unless the CONTRACTOR gives notice to the CUSTOMER of such a price change at least twenty (20) days prior to the effective date of the price change. In the case of one percent (1%) or greater increase, the Contract Price shall be increased proportionately to reflect the entire increase in the cost of raw materials or component costs. The CUSTOMER agrees to pay these escalated costs consistent with the terms above. To qualify for such reimbursement, the CONTRACTOR will be required to maintain accurate records of costs and quantities of materials consumed and shall file a written claim presenting all required data for determining the amount of reimbursement.

26. ENERGY CREDITS:

IES shall own all right, title, and interest associated with or resulting from the development, construction, installation and ownership of the any facilities installed on the Project. This ownership includes the production, sale, purchase or use of the energy output including, without limitation:

- 1.1. All Environmental Incentives associated in any way with the Work under this Contract. "Environmental Incentives" means all rights, credits (including tax credits), rebates, benefits, reductions, offsets and allowances and entitlements of any kind, howsoever entitled or named (including carbon credits and allowances), whether arising under federal, state or local law, international treaty, trade association membership or the like arising from the energy produced or saved, or otherwise from the development, construction, installation or ownership of the equipment or materials under this Contract or the production, sale, purchase, consumption or use of the energy produced from the equipment or materials under this Contract. Without limiting the forgoing, "Environmental Incentives" includes green tags, renewable energy credits, tradable renewable certificates, portfolio energy credits, the right to apply for (and entitlement to receive) incentives offered by the State of California or the federal government or any other party and the right to claim state and federal income tax credits that may be applicable.
- 1.2. IES is entitled to all credits, certificates, registrations, etc., evidencing or representing any of the foregoing.
- 1.3. IES shall be the owner of and shall be entitled to all: (i) carbon reduction tonnes as defined under the California Action Reserve or such similar definition as enacted by the State of California or the U.S. Federal Government; and (ii) "renewable energy credits," as such term is defined in Section 399.12(h)(2) of the California Public Utilities Code, associated with the Work.

Every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted, and this contract shall be read and enforced as though it were included, and if through mistake or otherwise any provision is not inserted or is not correctly inserted, upon application of either party the contract shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments on the subject which are in effect as of the date of this contract, and any later changes that do not materially and substantially alter the positions of the parties.

In the event of litigation, venue shall be in Tulare County, California, ***IN WITNESS WHEREOF***, the Parties hereto subscribe their names to this instrument on the date first written above.

CUSTOMER

WOODVILLE UNION ELEMENTARY
SCHOOL DISTRICT

CONTRACTOR

INDOOR ENVIRONMENTAL SERVICES

Dr. Dago Garcia, Ed. D., Superintendent

Mr. Stan Butts, Vice President

Date

Date

SCHEDULE 2 – SCOPE OF WORK

PROJECT SCOPE OF WORK INDEX

<u>Section 1</u>	Basis of Energy Engineering
<u>Section 2</u>	Lighting Scope of Work
<u>Section 3</u>	HVAC Controls Scope of Work
<u>Section 4</u>	HVAC Scope of Work
<u>Section 5</u>	Proposed Project Installation Timeline & Coordination

1.0 BASIS OF ENERGY ENGINEERING

Forecasted energy savings are the difference between the pre- and post-retrofit period consumption for the equipment included in the scope of Work. The pre-retrofit (or Baseline) data for this project covers the period from July 2013 through June 2014. The Baseline data takes into consideration the quantity of facilities and size; 2014/2015 building operational schedules; 2014/2015 School Calendar and 2014/2015 individual school Bell Schedules; occupancy factors and utilization; utility usage, costs and utility rates along with the available average ASHRAE weather files for the closest weather station. Except weather files, all this data have been obtained from the CUSTOMER.

Since CONTRACTOR does not control/follow the building operations on a day-by-day basis, it is virtually impossible to track the energy consumption and savings from utility bills due to many dynamic factors that are out of the CONTRACTOR'S control. These factors (permanent or temporary) include, but are not limited to: weather changes; changes in the use of any facility and number of occupants (including, but not limited to, staff, faculty and students); changes to the hours of operation of any facility; changes to the control system scheduling; changes or modifications to the equipment or services provided under this Agreement; changes in utility suppliers, method of utility billing, number of days in the billing cycle, utility rates or method of utility purchasing; improper maintenance of the equipment or of any energy-consuming equipment; changes to the equipment or to any facility required by changes to building codes; additions or deletions of energy-consuming equipment; personal portable heaters; refrigerators and vending machines and/or additions or deletions of any facilities (i.e. portable classroom buildings), etc. It should be also noted, that the weather within last two years was unusually mild and, as a result, heating and cooling energy costs were lower than normal.

Therefore, engineering calculations approach is based on a measure-by-measure (ECM-by-ECM) basis and is to be derived by comparing the specific value of physical parameters after the installation to its value prior to the installations. For example: lighting systems retrofit (see below) will result in lower wattage consumption than Baseline scenario. This measure is not affected by weather changes, HVAC or other unrelated equipment energy consumption that are reflected in the utility bills. Below are some key characteristics and features of the measure-by-measure energy saving calculations method:

- It calculates savings based on CUSTOMER inputs, field measurements, and agreed upon assumptions and stipulations.
- It does not involve utility bill comparisons; however, utility bills may be analyzed to identify energy consuming trends and correlations.

- It is structured so that the individual measure's savings, as described in Scope of Work, shall not be effected by unrelated building modifications.

Additionally, selected energy savings calculations have been performed with the help of the on-line Energy Saving Calculators developed by California Energy Commission (CEC). These on-line calculators are offered by CEC as a part of CA Clean Energy Jobs Act (Proposition 39). CONTRACTOR has no control over engineering methodologies utilized by CEC in on-line Energy Saving Calculators.

In any event, the overall energy use of the facility would be lower than if the energy saving measures (retrofits) identified in the facility solutions project herein had not been implemented.

If desired, the CONTRACTOR may provide additional utility data analysis and benchmarking based on the standard engineering principals for an additional fee (excluded from this Scope of Work). The CUSTOMER is to notify CONTRACTOR in writing no later than thirty (30) days after any changes as outlined above made to the Property that would affect the energy usage at the Property. The CUSTOMER shall make available to CONTRACTOR no later than thirty (30) days upon receipt, on a monthly basis for at least one year after Completion and Acceptance Date, copies of all energy bills, energy usage data, and any and all other such documentation related to changes to energy usage as outlined above.

2.0 GENERAL LIGHTING SCOPE OF WORK

Energy savings are realized due to the fact that the total input watts of the lighting fixtures will be reduced. Energy savings resulting from the Lighting System Retrofit have been estimated for each individual light fixture type based on the following simple formula:

$$\text{Annual Saving, \$} = \frac{(\text{Existing Watts} - \text{New Watts})}{1000} \times \text{Hours/Year} \times \text{Utility Rate} \times N$$

Where,

<i>Existing Watts</i>	– Wattage rating for the existing (Baseline) light fixture
<i>New Watts</i>	– New wattage rating for the existing light fixture
<i>Hours/Year</i>	– Annual number of “burn-hours” (run hours for different areas as reported to CEC)
<i>Utility Rate</i>	– Actual weighted composite utility rate, \$/kWh
<i>N</i>	– Number of light fixtures of the particular type (see below for the actual quantities).

Currently the (1) site has a mixture of lighting technologies. Past modernization and retrofit projects included the upgrading of several sites with first generation electronic ballasts and T8 fluorescent lamps. All areas not inclusive of these projects are still using older style inefficient magnetic ballasts and T12 fluorescent lamps.

This project will provide a significant energy reduction while greatly improving the overall quality and quantity of light. All magnetic ballasts and T12 lamps will be replaced with High Efficiency low wattage electronic ballasts coupled with High CRI T8 extended performance fluorescent lamps. Optical imaging reflectors will be installed where applicable to maximize

overall fixture efficiency. All fixtures presently powered by electronic ballasts will be retrofitted with 4th generation electronic ballasts and High CRI extended performance T8 fluorescent lamps. In addition to the linear fluorescent fixture retrofits all incandescent lamps will be replaced with compact fluorescent lamps and or new compact fluorescent fixtures.

All discolored or broken lighting diffusers encountered during this project will be replaced as part of this project.

All incandescent or CFL exit signs included in this project will be retrofitted with new L.E.D. exit sign kits.

All incandescent exterior lighting included in this project will be replaced with either compact fluorescent lamps and or new compact fluorescent fixtures.

All expended lighting lamps and ballasts will be disposed of per current EPA regulations. Any found lighting ballast containing PCB's will be treated as Hazardous waste and disposed of per EPA hazardous waste regulations.

Unless specifically requested by the CUSTOMER, the intent of lighting retrofit Work is not to increase the light levels but rather to maintain the existing or better lighting levels while maximize energy savings without re-designing the overall system. In some cases, where the areas are over illuminated (per Illumination Engineering Society recommendations), light levels may be reduced to the recommended levels.

Below is the Itemized Scope of work below for specific retrofit strategies and fixture totals for each site:

Woodville Elementary School, 16563 Road 168, Porterville, CA 93257

ITEMIZED SCOPE OF WORK			
Existing	Proposed		QTY
13W CF CANOPY	DECO 536-LED-10W		15
28W CF CANOPY	DECO 536-LED-20W		3
52W CF CANOPY	DECO 536-LED-20W		8
70W HID. CANOPY	DECO 536-LED-20W		3
60W INC WP	DECO D410-LED 10W WALL PACK		9
TWIN 13W CF PORCH LIGHT	DECO D410-LED 10W WALL PACK		3
70W HID WALL PACK	DECO D411-LED-20W WALL PACK		3
52W CF WALL PACK	DECO 404 20W LED WALL PACK		20
250W HID WALL PACK	DECO 404 60W LED		1
150W HID FLOOD	DECO 211-20W LED FLOOD		2
250W HID FLOOD	DECO 211-60W LED FLOOD		2
175W HID BARN LIGHT	DECO 211-60W LED FLOOD		2
ADD NEW FLOODS	D206-120W LED FLOOD		2
400W HID FLOOD	D206-120W LED FLOOD		1

400W HID SHOE BOX	DECO 120W LED		6
MERC. VAPOR, (1) 175W	DBARN-LED-50-NW-UNV		4
23W CF SCREW IN	1L LED14A19/DIM		4
60W INC.	1L LED7A19/DIM		9
100W INC.	1L LED14A19/DIM		2
INCAN, (1) 65W R30	1L LED17PAR30LN/DIM/830		6

2.1 Lighting System Terms and Definitions

- 2L FO28T8/850/XP/SS/ECO
 - 2 Lamp, Fluorescent Octron, lamp wattage, 8/8" diameter Lamp, 85 CRI (Color Rendering Index), 5000 Kelvin (Color), Extended Performance, Super Saver (4th generation), Ecologic
- QHE2X32T8UNIVISL
 - Quicktronic High Efficiency electronic ballast, number of lamps by lamp wattage, 8/8" diameter Lamp, Universal(120 - 277 watt), Instant Start Low output.
- 4L FP54T5Wrap
 - 4 Lamp, Fluorescent Pentron, lamp wattage, 5/8" diameter Lamp, Wrap lense
- RTK Reflector model
- PRS Prismatic Lense
- PF Precision Fluorescent (Brand Name)
- INC Standard Incandescent style lamp
- LED A Exit sign retrofit using Light Emitting Diode technology
- EB Electronic Ballast
- ESB Energy Saving Ballast
- ESL Energy Saving Lamp (Fluorescent)
- T-5 High Efficient 5/8" diameter lamp
- T-12 Inefficient 12/8" (1.5") diameter lamp
- RFL Powder Coated Reflector installed into Fixture to improve Efficiency
- SB Standard Magnetic Ballast
- CF Compact Fluorescent Lamp
- NEW Means a "new" fixture is to be installed, and not retrofitted
- Wrap A type of fluorescent fixture, surfaced mounted with a "wrap around lense"
- Strip A type of fluorescent fixture, surfaced mounted with no lense
- Troffer A type of fluorescent fixture, Recessed inside a T-Bar style ceiling
- Pendant A type of fluorescent fixture, suspended from the ceiling
- High Bay Any building with an interior height above 15 – 18 foot, typically a gymnasium or multipurpose building.

- Wire Guard A device affixed to lighting fixtures to prevent damage to the lamps
- TDM Two or more fixtures wired to one ballast
- MH Metal Halide
- PS Pulse Start
- HPS High Pressure Sodium lamp
- MP Metalarc Pro-Tech lamp
- MS Super Metalarc Lamp
- PC Photocell
- Flood A type of exterior lighting fixture possessing directional capabilities.

2.2 Lighting Scope of Work Exclusions

The impact of the following exclusions has not been estimated in the above Scope of Work:

- Repair of any preexisting electrical distribution problems.
- Repair or replacement of any existing lighting controls.
- New acoustical ceiling tiles for the existing T-bar grid unless broken by the CONTRACTOR.
- Any items not specified in this scope of work

3.0 HVAC CONTROLS SCOPE OF WORK

3.1 Single-Zone HVAC Units Controls Scope of Work

To minimize HVAC equipment operation and save energy, the existing single zone thermostats serving the HVAC equipment will be replaced with new Venstar 365-Day Wi-Fi capable programmable thermostats.

The CUSTOMER will have the capability to adjust the temperature set points within pre-determined range. HVAC units will be programmed to run for a pre-determined period of time (see below) within the published Annual School Calendar to address Holidays and non-instructional days. The CUSTOMER will have the capability to adjust the temperature set points within pre-determined range. The thermostat will have digital display and set back capability. Control wiring will be provided, as needed. The thermostats shall be configured to operate upon command. Units' activation shall commence upon pushing the button (on the screen). HVAC units will be activated for a pre-determined period of time (from 30 min up to 4 hours maximum). *Morning warm-up will be available for (2) or (2.5) hours in the morning, as described below, for all locations.* The janitorial staff should not operate the thermostats after regular school or office hours as the extra run time will affect the energy savings. To address ventilation requirements the fan is to be programmed in the "ON" mode. For better energy efficiency and to comply with Title-24 regulations CONTRACTOR assumes the following zone temperature settings to achieve 5° F dead band:

- 75° F – Minimum Occupied Cooling

- 70° F – Maximum Occupied Heating
- 95° F – Night/Unoccupied set back. Different set back cooling temperature can be established in critical areas per CUSTOMER'S request.
- 40° F – Unoccupied Heating for Gas Heating units (night set back can be established per CUSTOMER'S request to prevent water pipes freezing in the critical areas)
- 45° F – Unoccupied Heating for Heat Pump units (night set back can be established per CUSTOMER'S request to prevent water pipes freezing in the critical areas)

Specific sites morning warm-up schedules for individual thermostats (per Bell schedules provided by the Customer and interviews with Customer's HVAC maintenance personnel):

<u>Site</u>	<u>Location</u>	<u>Morning Warm-up Schedule or Daily Programming Schedules</u>
Woodville Elementary School	All Areas School Office	7:00 AM – 9:30 AM 7:00 AM – 4:00 PM

Note: Above Schedules are for Mon-Fri operation, off on Sat-Sun and Holidays per Woodville School District 2014-2015 Instructional Calendar.

CONTRACTOR includes up to (4) hours of CUSTOMER'S training on how to program and operate new thermostats.

Existing thermostats will be removed and discarded or returned to the CUSTOMER, if desired. Existing time clocks and Energy Management System interfaces (if applicable) will be disabled and abandoned in place.

The specific locations and quantities for the new thermostats are provided in the following table:

<u>Site</u>	<u>Location</u>	<u>Quantity</u>
Woodville Elementary School	Classrooms 1 – 7, 8 – 11, 11A, 11B, 11C, 12, 14 – 19, 21 – 32, Office, Lounge, Work Room, School Board Room, Shop, (3) Cafeteria, Reading and Library	43

3.2 Single-Zone HVAC Units Controls Scope of Work Exclusions

The following exclusions have not been estimated in the above Scope of Work:

- Warranty, repair and/or upgrades to the existing control and electrical systems and system components found in disrepair or not compliant to code. Any and all system defects as a result of pre-existing condition.
- New Controls for mechanical equipment, evaporative coolers and lighting systems that are not specifically addressed above.
- Fire and Life Safety equipment and its components, unless addressed above.
- Overtime labor.
- Any and all other items not specified in this scope.

4.0 **GENERAL HVAC SCOPE OF WORK**

4.1 Basis of Design and Engineering

The intent of this project is to reduce the CUSTOMER'S utility costs and operational expenses by replacing the existing HVAC equipment with new high energy efficient units.

As requested, CONTRACTOR will be replacing the existing units listed below in Section 4.2 with new higher efficient equipment of equal capacity. These direct replacements are based on the assumption that the original units have been sized properly for the local weather conditions, current occupancy levels and space use. Unless specifically requested, it is not IES' intent to re-design or to modify these systems. Unless specified otherwise, it is CONTRACTOR's intent to maximally re-use the existing air distribution systems, rooftop units' platforms, electrical, gas & condensate drain connections and other existing HVAC system components. It is assumed that that these system components to be re-used are in good operational order and no repairs are needed.

The new equipment, as identified below, is selected based on the energy efficiency and economic viability. These retrofits are like-for-like equipment replacements that are not structural in nature. As it has been reviewed by the licensed Structural Engineer (as required by Division of State Architect), no existing building structural elements will be affected by the replacement HVAC systems. According to State of California Division of State Architect Office of Regulation Service Policy #97-08, IR A-10 (Exemption from DSA Approval document, issued on 04/30/14) and applicable Sections 17280-17316 of the California Education Codes, this project falls into the categories of non-structural Work. This Work does not infringe on the Life Safety Systems, if any. The Work described herein is limited to HVAC systems replacement only. Therefore, approval from Department of State Architect is exempted for the in-kind HVAC replacements based on the considered herein reasons.

In the absence of the reliable as-built drawings, CONTRACTOR has made certain design engineering and estimating assumptions for all work prior to completion of the final engineering and construction. Though unanticipated, there may be some changes to the scope of work based on the unknown pre-existing conditions. Should they arise, a fair and equitable solution will be negotiated in good faith between the CUSTOMER and CONTRACTOR for any additional costs required.

CONTRACTOR will use the current Uniform Building Code (UBC), California Uniform Plumbing Code (UPC), California Uniform Mechanical Code (UMC), the National Electrical Code (NEC), Sheet Metal & Air Conditioning Contractors' National Association (SMACNA) standards.

4.2 Mechanical Scope of Work

The following lists in detail the mechanical Scope of Work to be performed for all unit replacements:

- Provide necessary rigging and trucking of new equipment to the project site.
- Provide and install new package unit systems as detailed below.
- Provide all sheetmetal as needed to connect new unit to existing opening.
- Furnish and install weather tight sealant on all seams, joints and connections to ensure full weather seal.
- Reconnect the gas lines to the new equipment as needed, supply all materials and equipment for a complete system.
- Reconnect condensate lines, provide new connectors as needed.
- Reconnect electrical service to all new equipment with new disconnects, as needed.
- Reconnect refrigerant lines and add where needed.
- CONTRACTOR's technicians will perform a complete start-up and test of new equipment to ensure proper system operation.
- Clean all areas daily as new work is completed.
- One year warranty on CONTRACTOR's provided equipment and workmanship. Warranty starts from the day of equipment start-up.

The quantities, sizes and location of all new HVAC units are listed below:

Woodville Elementary School Site						
Proposed Equipment						
Area	Qty	Nominal Tons	Type	Brand	Cooling Efficiency SEER/EER	Heating Efficiency AFUE %
Classrooms 5, 6, 21, 23, 24, 25, 31, School Board Room and (2) Cafeteria	10	4	Pkg/GE	Lennox	14.0 SEER	80%

Notes:

- * - G/E – denotes Gas Heating/Electric Cooling system unit.
- H/P – denotes Heat Pump system unit.

4.3 HVAC Scope of Work Exclusions

The above Scope of Work excludes the following:

- Plumbing, Fire Sprinklers, Fire and Life Safety equipment and its components.
- Warranty, repair and/or upgrade of the existing mechanical, plumbing and electrical systems, air distribution and control systems found in disrepair or not compliant to code. Any and all systems and defects which require repairs/replacements as a result of pre-existing condition.
- Upgrade of the existing over all site electrical service capacity, if required for the new units.

- All work is to be completed during normal working hours. Any request by CUSTOMER to change working times may result in a change order for added overtime rates.
- DSA fees, reviews and approvals.
- Any items not specified in this Scope.

5.0 PROPOSED PROJECT INSTALLATION TIME LINE & COORDINATION

This project will require extensive scheduling and coordination to insure the efficient implementation of the Work shown herein. CONTRACTOR will provide retrofit services in Phases. Each construction Phase will include a complete HVAC and/or Lighting system retrofit at a given building or school site.

The CUSTOMER shall provide safe access to the buildings and provide the necessary security for students and staff safety during the rigging and equipment handling process. During the retrofit services, areas of the building designated by CONTRACTOR may need to be vacated to ensure the safety of the occupants. It will be the CUSTOMER'S responsibility to temporarily relocate the students to other classrooms and/or, if needed, provide temporary facilities for the duration of the given phase of each project.

In order to minimize the disruption of CUSTOMER'S operation, coordination and scheduling items shall include but are not limited to multiple trips to the job site, multiple equipment riggings, temporary relocation of the tenants (students), etc. CONTRACTOR will work with the CUSTOMER to develop a detailed project schedule. Once the project schedule is confirmed, CONTRACTOR will provide the CUSTOMER with a Schedule of Values and a progress payment schedule, which corresponds to the project schedule. The installation of mechanical systems will start upon executing this Agreement and ordering and obtaining all necessary equipment, parts and materials needed for installation. It is anticipated the construction phase of this project would be performed in the Summer/Fall of 2015.

CUSTOMER and its representatives shall coordinate all the project activities with CONTRACTOR'S Project Manager only.

SCHEDULE 3 – TERM AND PAYMENT SCHEDULE

1. INVESTMENT.

\$214,516.00 Two Hundred Fourteen Thousand Five Hundred Sixteen Dollars

Percentage of Payment Due (for each Phase)	Project Milestone
10%	Agreement Commencement
50%	Major Equipment Ordering
40%	Monthly Progress Payments

- 2. TERM AND COMMENCEMENT DATE.** The term of this Agreement shall begin on the Commencement Date, which shall be the date of execution of this Agreement. As set forth in Schedule 2, CONTRACTOR will prepare a Project Construction Schedule, Schedule of Values indicating a Scheduled Completion Date by which all Work shall be completed. All Work shall be completed by the Scheduled Completion and Acceptance Date.
- 3. COMPLETION DATE.** The Completion and Acceptance Date shall be the date when the Notice of Completion for the Work is filed and recorded. The Certificate of Substantial Completion and Acceptance will be filed and recorded by the CUSTOMER not later than ten (10) days after the CUSTOMER'S Board has accepted the Completion and Acceptance Date executed by the CUSTOMER'S District Superintendent.
- 4. DELAYS.** If CONTRACTOR is delayed in the commencement or completion of the Work by causes beyond its control and without its fault or negligence, including but not limited to fire, flood, labor disputes, unusual delays in deliveries, third parties which are not in CONTRACTOR'S control, abnormal adverse weather conditions, and acts of God, or by failure by the CUSTOMER to perform its obligations under the Agreement and Schedules or failure by the CUSTOMER to cooperate with CONTRACTOR in the timely completion of the Work, then CONTRACTOR shall provide written notice to the CUSTOMER of the existence, extent of, and reason for such delays. An equitable adjustment in the Scheduled Completion Date shall be made as a result.
- 5. CERTIFICATE OF SUBSTANTIAL COMPLETION & ACCEPTANCE.** Since the Work is divided into phases or individual projects, CONTRACTOR may request a separate Certificate of Completion & Acceptance for each phase or individual project. Upon execution by the CUSTOMER'S District Superintendent, a Certificate of Completion & Acceptance for a phase or individual project shall establish the Substantial Completion & Acceptance Date for that phase or project. Upon overall project completion Certificate of Substantial Completion & Acceptance will be presented to the CUSTOMER.

A Certificate of Substantial Completion & Acceptance executed by the CUSTOMER'S District Superintendent shall include:

- a. an acknowledgment by the CUSTOMER of the buildings substantially completed and the Substantial Completion Date for each building.

- b. an acknowledgment by the CUSTOMER of receipt of equipment operational manuals and training provided by CONTRACTOR under the Agreement.
- c. an acknowledgment by the CUSTOMER of the warranty start date and warranty period.
- d. a punchlist of items remaining to be completed by CONTRACTOR.
- e. acknowledgment that CONTRACTOR has paid in full all labor and material suppliers involved in this project.
- f. an acknowledgment by the CUSTOMER that:
 - (i) changes to the equipment operation, if not recommended by manufacturer, may significantly alter equipment and systems performance, and contribute to a dangerous or lifethreatening situation.
 - (ii) CONTRACTOR does not warrant against systems' malfunction caused by improper use, misuse or wrong entry of data by the CUSTOMER, and CONTRACTOR shall not be liable for situations or damages that are the direct result of usergenerated input.

6. CERTIFICATE OF COMPLETION AND ACCEPTANCE. Upon completion of all the Work and its acceptance by the CUSTOMER, the CUSTOMER'S District Superintendent shall execute a Certificate of Completion and Acceptance which shall include:

- a. an acknowledgment by the CUSTOMER of that all Work required under this Agreement (less any work required under the Warranty) has been completed.
- b. an acknowledgment by the CUSTOMER of receipt of equipment operational manuals and training provided by CONTRACTOR under the Agreement.
- c. an acknowledgment by the CUSTOMER of the warranty start date and warranty period.
- d. an acknowledgment by the CUSTOMER that:
 - (i) changes to the equipment operation, if not recommended by manufacturer, may significantly alter equipment and systems performance, and contribute to a dangerous or lifethreatening situation.
 - (ii) CONTRACTOR does not warrant against systems' malfunction caused by improper use, misuse or wrong entry of data by the CUSTOMER, and CONTRACTOR shall not be liable for situations or damages that are the direct result of usergenerated input.
- e. acknowledgment that CONTRACTOR has paid in full all labor and material suppliers involved in this project.

After its execution, the Certificate of Completion and Acceptance shall be submitted to the CUSTOMER'S Board at its next regular meeting occurring at least four (4) working days after execution. The Notice of Completion will be filed and recorded by the CUSTOMER not later than ten (10) days after the CUSTOMER'S Board has accepted the Certificate of Completion and Acceptance. Final payment to CONTRACTOR (less any amounts retained under this Agreement or other required by law to be withheld or retained) shall be made within thirty-five (35) days of the filing and recording of the Notice of Completion.

SCHEDULE 4 - CERTIFICATE OF SUBSTANTIAL COMPLETION AND ACCEPTANCE

The undersigned, Woodville Union School District ("the Customer"), having its office at 16541 Road 168, Porterville, CA 93257, having entered into the Facility Solutions Agreement ("Agreement") dated _____, 2015, with Indoor Environmental Services, a California corporation ("IES"), does hereby certify to IES that with reference to the equipment and systems listed in Schedule 2 attached hereto (the "Equipment", the "Systems") and specifically located at the Customer's Premises, that:

1. The Equipment and Systems are of a size, design and capacity and manufacture selected by the Customer with the assistance of IES and its authorized agents and representative, is in good condition and has been satisfactorily delivered and installed, excluding any minor punch list or warrantee items outstanding and agreed to by IES and the Customer;
2. Based on the representation of IES and its authorized agents and representative, the Customer is satisfied that the Equipment and Systems are suitable for the Customer's purposes;
3. There exists no Event of Default or condition which, but for the passing of time or giving of notice, or both, would constitute an Event of Default for IES under the Agreement;
4. IES is entitled to any and all remaining compensation due, as per Schedule 3.
5. Acknowledgement that IES had paid in full all labor and material suppliers involved in this project.

ACCEPTANCE

Woodville Union School District

Indoor Environmental Services

Dr. Dago Garcia, Ed. D., Superintendent

Mr. Stan Butts, Vice President

Date

Date

Certificate of Completion and Acceptance

The undersigned, Woodville Union School District ("the Customer"), having its office at 16541 Road 168, Porterville, CA 93257 having entered into the Facility Solutions Agreement ("Agreement") dated _____, 2015, with Indoor Environmental Services, a California corporation ("IES"), does hereby certify to IES that with reference to the equipment and systems listed in Schedule 2 attached hereto (the "Equipment", the "Systems") and specifically located at the Customer's Premises, that:

All Work required under this Agreement (less any work required under the Warranty) has been completed.

The Equipment and Systems are of a size, design and capacity and manufacture selected by the Customer with the assistance of IES and its authorized agents and representative, is in good condition and has been satisfactorily delivered and installed.

Based on the representation of IES and its authorized agents and representative, the Customer is satisfied that the Equipment and Systems are suitable for the Customer's purposes.

There exists no Event of Default or condition which, but for the passing of time or giving of notice, or both, would constitute an Event of Default for IES under the Agreement;

IES is entitled to any and all remaining compensation when due, as per Schedule 3.

ACCEPTANCE

Woodville Union School District

Indoor Environmental Services

Dr. Dago Garcia, Ed. D., Superintendent

Mr. Stan Butts, Vice President

Date

Date

DISTRICT RESOLUTION

APPROVAL OF FINDINGS FOR PROP 39, APPROVAL OF FACILITY SOLUTIONS AGREEMENT BETWEEN WOODVILLE UNION ELEMENTARY SCHOOL DISTRICT "DISTRICT" AND IES FOR THE PURPOSE OF CONSTRUCTION, INSTALLATION OF ENERGY EFFICIENCY MEASURES ON SELECTED DISTRICT SITES,

WHEREAS, the District Board of Trustees ("Board") has endorsed the goal of energy efficiency and directed staff to develop energy efficient practices for use at existing District sites, District had issued a competitive request for qualifications in the past and has selected IES based on their qualifications and references as to be "Best Value"; and

WHEREAS, the DISTRICT approved a FEMP Agreement to enter into negotiations with Indoor Environmental Services ("IES") and its associated entities which proposes a Prop 39 Conservation project to the District to include energy efficiency improvements to the sites; and

WHEREAS, the Board has received and reviewed information and data presented by District staff demonstrating that the cost to the District for Supplier to provide conservation measures pursuant to the Agreement will be less than the anticipated cost to the District

WHEREAS, in order to maximize the cost savings from the energy project, the District desires to improve the building energy efficiency at specified school sites with conservation scope of work

BE IT FURTHER RESOLVED that based on comments, staff reports and documentation reviewed by the Board, the Board makes the formal findings that the cost of the project will be offset by the anticipated savings in the energy consumption; and

BE IT FURTHER RESOLVED that the Board hereby approves the Facility Solutions Agreement and the Energy Manager and Training Agreement

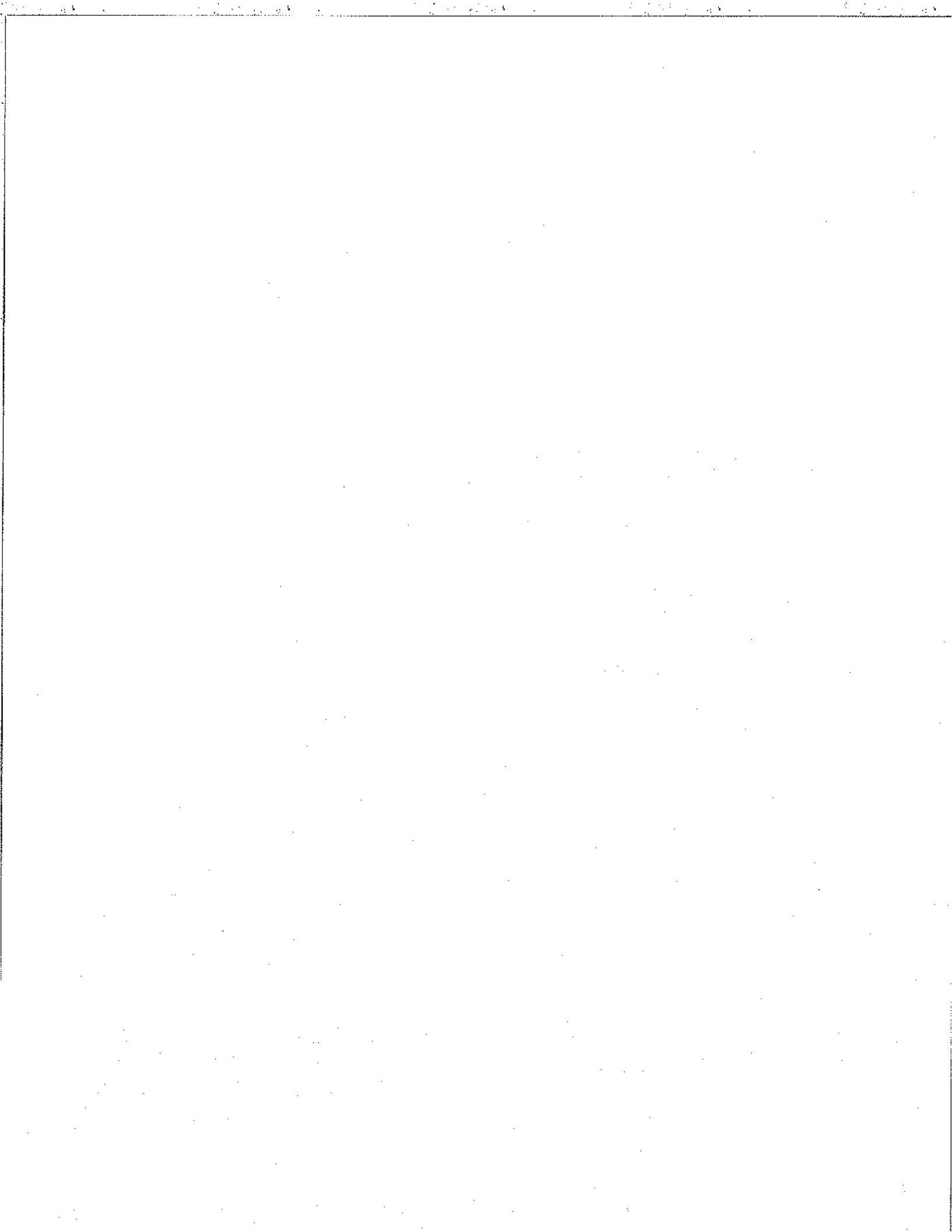
BE IT FURTHER RESOLVED that the District's Superintendent or his designee is authorized to take such actions and execute such agreements and documentation necessary to affect the intent of this Resolution.

PASSED AND ADOPTED by the Board of Trustees
vote:

AYES: NOES: ABSTAIN: ABSENT:

I, _____ Superintendent/Secretary to the Governing Board of the "District", hereby certify that the foregoing is a full, true and correct copy of the Resolution adopted by the said Board of Trustees on this XXth day of XXXXXXXX 2015.

Secretary to the Governing Board



185685

Invoice

SOLD TO Woodville Elementary School	SHIP TO RODGER PATTERSON
ADDRESS 16563 RD 168	ADDRESS 28114 WIRTH PR
CITY, STATE, ZIP Fonteville CA 93257	CITY, STATE, ZIP Fonteville CA 93257

CUSTOMER ORDER NO. DR 60001A	SOLD BY PRACE	TERMS LEVEL FOOT GAS FIELDS	F.O.B. 686-9712	DATE 6/16/15
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ORDERED	SHIPPED	DESCRIPTION	PRICE	UNIT	AMOUNT
1-		2600 FT DB TRACK GRADED WATERED & COMPACTED	\$4000		\$4000-
2-		900 YARDS DIRT	N/C		
3		TRUCKING HAUL DIRT 20 HRS	\$95-HR		\$1900-
4		LOADER LOAD TRUCK 20 HR	\$85-HR		\$1700-
5		FRAIL MOWER CUT GRASS 8 HRS	85-HR		\$680-
6-		20 ^{HR} 1 MAN LABOR Pick up rock next	\$12-HR		\$240
7		210 TRACTOR MOVE & LEVEL DIRT 32 HRS	\$85		\$2720
8		215 MF TRACTOR & SCRAPER 25 HRS	\$85		\$2125
					13365-
		(TAXES)			\$13365

A-8040 T-46700/48721

Item 16

Surplus Inventory Lis

Date: 6-18-15

ITEM (TV, VCR/DVD, Overhead Projector)	Model No.	Serial No.
TV	PC-1627	V2100472900188
Overhead Projector	V1600	2040021858
TV	F19203BK	430253995
TV	DS25720	V7340820064974
TV	2STRC10101	41098639
TV	2STRC	
Overhead Projector	V3000	10050110625
Overhead	90HE1DC	50705212071101051
Overhead	V3000M	06070001137
Overhead	90E1	C72118
Overhead	V1600	2040021510
Overhead	16000	0103007684
TV	F27615	942636538
Overhead	V18000	07050078862
Overhead	V3000M	07070000723
Overhead	1700	1148423
Overhead	V300	11050115425
II	V16000	07050078575
II	V3000M	05070001083
II	V1600	07050078585
II	V1600	2040021509
II	V1600	2040021419
TV	F27139GAG	247237943
DVD Player	CH-DVD300	280ABA7A033354
VCR Player	JST20450	911827012
Overhead	V16000	07050078867
II	V3000M	06070001058
VCR/DVD	DV200MWB	1121734899
TV	25ET505	320220839
VCR	CLV1910	036912679
TV	F27045	0081633426
Overhead	V3000	100F0110611
TV	DS25730	V7300820039357
VCR	HR-A591W	090765975
Overhead	V3000	10050110616
II	V3000	11050115437
II	115-120	98143777

all #5

